



## **MEMBERSHIP RULES FOR REGISTERED DAIRY PURCHASERS**

### **Introduction**

We are Assured Food Standards, trading as Red Tractor Assurance ('RTA'), a not for profit company owned and funded by organisations and trade bodies from across the British farming and food industry.

The Red Tractor Assurance Scheme includes a series of integrated standards for different farming enterprises and different steps in the food supply chain.

In the dairy milk sector, we operate the Red Tractor Dairy Farm Assurance Scheme (the 'Scheme') for certifying conformity to the Red Tractor Dairy Farm Assurance Standards. We operate the Scheme primarily around dairy purchasers. Dairy farm assurance is normally arranged by the dairy purchaser (being the first purchaser of milk from the farm and with whom the milk producer enters a milk supply contract).

Any business that buys milk wholesale from a producer can apply to become a Dairy Purchaser Member of the Scheme. This document comprises the membership rules governing Dairy Purchaser Members' membership of the Scheme (these 'Rules'). Separate membership rules, referred to as the Red Tractor Assurance Scheme Membership Rules, apply to milk producers and regulate their conformance to the Red Tractor Dairy Farm Assurance Standards.

Dairy Purchaser Members must (subject to two limited exceptions as set out in these Rules) ensure that each milk producer supplying them with milk has agreed to be bound by the Red Tractor Assurance Scheme Membership Rules and holds a valid certificate issued by a Certification Body, evidencing the milk producer's conformance to the Red Tractor Dairy Farm Assurance Standards. Upon issue of such a certificate, the milk producer shall become a Milk Producer Member of the Scheme.

Individual dairy farms which are both a milk producer and a milk processor may apply for and, on an exceptional basis and at RTA's absolute discretion, be accepted into membership of the Scheme as both a Milk Producer Member and a Dairy Purchaser Member. This type of Member is referred to as an Independent Member and must comply with both these Rules and the Red Tractor Assurance Scheme Membership Rules.

**Your attention is drawn in particular to the limitation of liability provisions set out in Rules 56 to 58.**

1. In these Rules:

- a. 'Applicant Business' means an applicant for membership of the Scheme as either a Dairy Purchaser Member or an Independent Member.
- b. 'Application Form' means the application form to become a Member, available from memberhelp@redtractor.org.uk.
- c. 'Certification Body' means a certification body (acting as an independent contractor) which is licensed by RTA to carry out certification and assess milk producers' conformance to the Standards, as set out from time to time in the RTA Website at <https://assurance.redtractor.org.uk/standards/contact-certification-bodies>;
- d. 'Dairy Purchaser Member' means a sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by RTA) who or which is a milk purchaser or milk processor, buys milk wholesale from a Producer to treat or process within its business and has been registered as a dairy purchaser member of the Scheme by RTA;
- e. 'Default Event' has the meaning given to it in Rule 22;
- f. 'Independent Member' means a sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by RTA) who or which is both a Producer and a milk processor and has been accepted into Membership as an independent member by RTA;
- g. 'Member' means a Dairy Purchaser Member and/or an Independent Member (as the context permits).
- h. 'Membership' means membership of the Scheme as a Dairy Purchaser Member and/or as an Independent Member (as the context permits).
- i. 'Milk Producer Member' means a sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by RTA) who or which is a Producer, has agreed to be bound by the Red Tractor Assurance Scheme Membership Rules and holds a valid certificate issued by a Certification Body, evidencing its conformance to the Standards;
- j. 'Producer' means a dairy farm or milk producer in the United Kingdom.
- k. 'Red Tractor Assurance Claim' means a claim to source and supply products which are eligible to carry the Scheme Logo or any other Red Tractor logo.
- l. 'Registered Dairy Purchaser Logo' means the "Red Tractor Dairy Purchaser – Part of the Red Tractor Assurance Chain" logo (or any other logo adopted from time to time by RTA for such purpose) as set out from time to time in the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>;
- m. 'RTA Website' means the website of RTA at <https://assurance.redtractor.org.uk> (or any replacement website which RTA may establish and operate from time to time);
- n. 'Scheme Logo' means the "Certified Standards for Farms - Dairy Scheme" logo (or any other logo adopted from time to time by RTA for the Red Tractor Dairy Farm Assurance Scheme for such purpose) as set out from time to time in the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>;

- o. 'Standards' means the Red Tractor Dairy Farm Assurance Standards set out in the RTA Website at <https://assurance.redtractor.org.uk/standards>, as amended from time to time;
  - p. 'you' means a Member; and
  - q. where the words 'include(s)', 'including' or 'in particular' are used in these Rules, they are deemed to have the words 'without limitation' following them.
2. These Rules must be complied with at all times. Failure to comply with these Rules may result in you being categorised as being in "special measures" (in which case Rules 23 and 24 will apply) or your Membership being suspended or terminated.
  3. RTA may update these Rules at any time. When changes are made to these Rules, we will give you notice of that fact and confirm in such notice when the amended Rules will come into effect and how you can view and download or otherwise obtain the amended Rules.
  4. These Rules are in addition to any statutory requirements. Nothing in these Rules shall be deemed to provide exemption from current legislation and you must comply with all legislation relevant to the scope of the Scheme at all times.

### **Claiming Products or Services are 'Red Tractor Assured'**

5. Subject always to the provisions of Rules 49 to 55 and in particular the restrictions in Rule 51 (relating to the impact of selling raw milk to the public) and Rule 52 (on using the Scheme Logo, Registered Dairy Purchaser Logo or any other version of the Red Tractor logo on, or applying any such logo or a Red Tractor Assurance Claim to, food packs (including packaging such as milk cartons or bottles) or using any such logo or making such a claim at the point of sale of food products (including online sales) unless you have a processors and packers licence issued by RTA (see <https://trade.redtractor.org.uk/about-red-tractor-licensing/>)), you must not claim that products you sell and/or services you provide are, or describe them as, 'Red Tractor Assured', 'RT Assured', 'RTA Assured', 'RTA', 'RT' or 'Assured' or 'Certified' for the purposes of the Scheme unless and until you have been through the application process and your Membership as a Dairy Purchaser Member or Independent Member has been confirmed. Thereafter, subject always to Rules 49 to 55, you must not claim that products you sell and/or services you provide are, or describe them as, 'Red Tractor Assured', 'RT Assured', 'RTA Assured', 'RTA', 'RT' or 'Assured' or 'Certified' for the purposes of the Scheme:
  - a. if and to the extent that such products or services (i) have not been sourced from Red Tractor Assured farms which have current, valid certificates of conformity to the relevant Red Tractor Assurance Standards for the enterprise(s) or activity(ies) to which those products or services relate or (ii) relate to a business, location or activity which falls outside the licensing regime of the Red Tractor Scheme; or
  - b. if you have not paid your Annual Membership Fee on time in accordance with these Rules; or
  - c. if your Membership is suspended or has been terminated for any reason; or
  - d. if you have voluntarily left the Scheme.

### **Application**

6. A milk purchaser or milk processor who purchases milk wholesale from Producers to treat or process within its business can apply to be a Dairy Purchaser Member.

7. Individual dairy farms which are both a milk producer and a milk processor may apply for and, on an exceptional basis and in RTA's absolute discretion, be accepted into membership of the Scheme as both a Milk Producer Member and a Dairy Purchaser Member of the Scheme. Such Members are referred to as Independent Members. Any Applicant Business wishing to apply to become an Independent Member should first contact RTA and, if accepted as a Dairy Purchaser Member, should then contact a Certification Body and follow the application process to become a Milk Producer Member under the Red Tractor Assurance Scheme Membership Rules. If accepted as a Member in both capacities, the Independent Member will be bound by both the Red Tractor Assurance Scheme Membership Rules (including the obligations under those rules to pay annual membership fees to and meet any other fees or charges of the relevant Certification Body or RTA) and these Rules.
8. In order to apply to become a Dairy Purchaser Member (including as the first part of an application to become an Independent Member) you must complete an Application Form.
9. To be registered as any category of Member, you must be a sole trader, partnership, limited or unlimited company or limited liability partnership or other form of business approved by RTA.
10. In submitting an Application Form or paying an Annual Membership Fee, you are agreeing with RTA to be bound by these Rules at all times.
11. Any false or misleading statement made in an Application Form, declaration (or other form of confirmation) of milk literage or any other communication with RTA may lead to you being categorised as being in "special measures" (in which case Rules 23 and 24 will apply) or to the suspension or termination of your Membership and even to your being excluded from future Membership. You must, on request by RTA, provide any information which RTA considers relevant for the purpose of verifying your compliance with these Rules and/or your supplying Milk Producer Members' conformance to the Standards and compliance with the Red Tractor Assurance Scheme Membership Rules. You shall use all reasonable endeavours to procure your supplying Milk Producer Members' cooperation to the extent it is required in connection with any such requests.
12. Any act or omission to act (whether by you, your officers, employees, agents or independent contractors and whether taken or omitted to be taken on your premises or elsewhere) which impacts on your compliance with these Rules or any relevant legislation, will be deemed to be your responsibility for the purpose of assessing your compliance with these Rules.

### **General Obligations of Members**

13. Members must only acquire UK sourced milk directly from current Milk Producer Members whose certification has not been suspended or withdrawn (unless Rule 18 or Rule 19 applies) or other current Dairy Purchaser Members or Independent Members whose membership has not been suspended or terminated. A list of current Dairy Purchaser Members and Independent Members can be found at <http://checkers.redtractor.org.uk/rtassurance/services/dairymilkprocessors.eb>.
14. If a Member is handling any non-UK sourced milk, the Member must ensure strict segregation and be able to demonstrate traceability of non-UK sourced and UK sourced Red Tractor Assured milk respectively.

15. A Member must:

- a. include in each milk supply contract it enters with a supplying milk producer a covenant, undertaking or warranty as to the producer's compliance with the Red Tractor Assurance Scheme Membership Rules and conformance to the Red Tractor Dairy Farm Assurance Standards;
- b. within 2 weeks of a request from RTA, provide (in the same manner as prescribed on the Application Form) accurate half-yearly ex-farm milk literage data;
- c. ensure that RTA is at all times provided with up to date contact information for those people responsible for milk literage data, invoice payments and farmer newsletter circulation;
- d. inform RTA of any persistently poor-performing Milk Producer Members supplying milk to the Member and of any prosecutions or other information which could indicate that any such Milk Producer Member is not conforming to the Standards;
- e. have a written protocol detailing the systems in place for the testing of raw milk samples, taken at bulk tank level, for payment and quality control purposes, and provide evidence of that system and its implementation to RTA upon request, provided always that such system must, as a minimum, require milk from each supplying Milk Producer Member to be tested randomly (and at least once a week for each such producer) for the presence of antibiotics and other substances, and ensure that positive results are reported back to each relevant producer within 24 hours of the test being carried out. Where testing is carried out by an independent laboratory or testing centre, the test dates will not (and must not) be shared in advance with the supplying Milk Producer Members. Where samples are tested by the Member itself (i.e. 'in-house'), the test dates must not be shared in advance with the supplying Milk Producer Members;
- f. inform RTA as soon as possible (and in any event within 72 hours) if any milk from a Milk Producer Member fails a milk test. If no supplying Milk Producer Member fails a milk test in a calendar month, the Member must inform RTA at the end of the calendar month confirming a 'nil failure' report and detailing the number of tests carried out per Milk Producer Member;
- g. on request from RTA, circulate newsletters or other information to its supplying Milk Producer Members within such timeframes as RTA may reasonably request;
- h. be a member of the National Johne's Control Strategy; and
- i. inform RTA and the Certification Body engaged by the Member under Rule 16 immediately if the Member is or becomes the subject of an event described in Rule 22.e, or if any action is taken which is likely to lead to such an event, giving details of any person appointed (or proposed to be appointed) as receiver, liquidator, administrative receiver, administrator or other such officer pursuant to any such arrangement or related order.

**Engaging a Certification Body**

16. Each Dairy Purchaser Member must engage a Certification Body to carry out certification and assessments of conformity to the Standards on all the farms of each Producer supplying the Dairy Purchaser Member with milk. The Dairy Purchaser Member undertakes:

- a. to be responsible for and pay all the Certification Body's costs for carrying out certification, assessments of conformity to the Standards and spot checks in

- relation to its supplying Milk Producer Members, save where under the RTA Protocol for Risk Based Approach to Inspections (as amended from time to time) any such costs are required to be paid directly by the Milk Producer Member to the Certification Body;
- b. in relation to the contract it enters with a Certification Body, not to ask or require the Certification Body to agree to any provision which the Certification Body indicates will or might conflict with the Certification Body's obligations to RTA;
  - c. not to do or threaten to do anything that might prevent the Certification Body from performing its obligations to RTA;
  - d. that it shall not exercise undue influence on or pressurise the Certification Body in any way that could (or do or say anything deliberately designed to) affect the independence and objectivity of the Certification Body's decision-making in matters relating to certification to the Standards, including decisions regarding a supplying Milk Producer Member's conformance to the Standards and assessment frequency;
  - e. as soon as reasonably practicable (and not more than 10 days) after engaging a Certification Body, to inform the Certification Body of all its supplying Milk Producer Members as well as (subject always to Rule 19) any producers supplying it with milk who are not at that time Milk Producer Members and to inform the Certification Body and RTA as soon as reasonably practicable (having regard to the strict 14 day assessment condition in Rule 18.b) of all new supplying Producers as and when they respectively sign a milk supply contract with the Dairy Purchaser Member, so that they can be included in the Certification Body's assessment and certification programme;
  - f. to notify the Certification Body as soon as reasonably practicable of any Milk Producer Member who ceases to supply milk to the Dairy Purchaser Member;
  - g. to inform RTA of any additional "bolt on" standards which are being assessed by the Certification Body at the same time as conformance to the Standards is being assessed, whether at the request of the Dairy Purchaser Member or one of its customers; and
  - h. to make available to its supplying Milk Producer Members such additional copies of the Standards and/or the Red Tractor Assurance Scheme Membership Rules as they may require either electronically or printed. The supply of printed copies of the Standards and/or Red Tractor Assurance Scheme Membership Rules from RTA to Dairy Purchaser Members carries a small charge.
17. Any Dairy Purchaser Member wishing from time to time to change from one Certification Body to another must:
- a. first notify RTA of its intention to change Certification Body;
  - b. manage such a change in a way that provides continuity of certification and preserves the integrity of assessment programmes; and
  - c. co-operate fully with the relevant Certification Bodies and follow the change procedures set out in the RTA Certification Body Operating Protocol (as will be drawn to the Member's attention by the Certification Bodies).

### **New Producers**

18. A Dairy Purchaser Member wishing to acquire milk from a new Producer who is not at the relevant time certified to the Standards, may do so (and, for the avoidance of doubt, may

pool such milk with milk acquired from Milk Producer Members) subject to the following conditions:

- a. the Dairy Purchaser Member must notify RTA of the new Producer at the same time as it notifies the Certification Body in accordance with Rule 16.d;
- b. the Dairy Purchaser Member must immediately cease acquiring milk from such a Producer if:
  - (i) an assessment has not been carried out by a Certification Body within 14 days after the first delivery of milk by that new Producer (or such longer period as RTA may in its absolute discretion agree in writing); and/or
  - (ii) the Producer's certification to the Standards has not been confirmed within a maximum of 28 days after the Certification Body's assessment (or such longer period as RTA may in its absolute discretion agree in writing); and/or
  - (iii) a non-conformance which RTA or the Certification Body considers to be significant is raised at the assessment and as a result the Dairy Purchaser Member is notified that it must cease acquiring the new Producer's milk.

### **New Dairy Purchaser Members**

19. In the event that an Applicant Business wishes, on becoming a Dairy Purchaser Member, to use a pool of Producers who are not Milk Producer Members, RTA will, during the application process, confirm to the Applicant Business the transitional arrangements and procedures to be followed in accordance with RTA's established practice from time to time, provided always that the Dairy Purchaser Member must ensure strict segregation and be able to demonstrate traceability of the following two categories of milk:
- a. both milk acquired from Producers who are not Milk Producer Members and milk acquired from Milk Producer Members whose certification is currently suspended; and
  - b. milk acquired from Milk Producer Members (provided that their certification is not currently suspended).

### **Special Measures, Suspension and Termination**

20. Once Membership has been confirmed, it will continue unless and until suspended or terminated in accordance with these Rules.
21. At any time after the occurrence of a Default Event (and whether or not the Member has given notice of such event to RTA), RTA shall be entitled, without prejudice to any other rights and remedies it may have, by notice in writing to a Dairy Purchaser Member or an Independent Member to:
- a. notify the Member that it is in "special measures" (in which case Rule 23 and Rule 24 will apply), giving details of Default Event in question, the actions the Member must take in order no longer to be in "special measures" and any applicable timescale for the taking of such actions; or
  - b. suspend the Member's Membership; or
  - c. terminate the Member's Membership.
22. The Member shall give RTA notice in writing immediately upon the occurrence of any Default Event (or if any action is taken which is likely to lead to a Default Event). The 'Default Events' are:
- a. failure to comply with these Rules;
  - b. failure to provide accurate milk literage data in accordance with Rule 15a;

- c. failure to make any payment due to RTA under these Rules on or before the date when such payment shall have become due for payment;
  - d. (without prejudice to Rules 1.a, 22.1.b and 22.1.c above) a material breach of these Rules where such breach is not capable of being remedied or, in the event that such breach is capable of being remedied, a failure to remedy such breach within 30 days after receiving written notice to remedy it from RTA;
  - e. the voluntary or compulsory bankruptcy or liquidation of the Member or the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of the assets of the Member, or the entering into by the Member of any composition or arrangements with its creditors;
  - f. a change of control of the Member (control being defined as in the Income and Corporation Taxes Act 1988), which in RTA's reasonable opinion will or is likely to have a detrimental effect on the integrity, goodwill or reputation of RTA, the Standards, any other Red Tractor Assurance Standards or the Scheme Logo;
  - g. gross negligence or fraud on the part of the Member;
  - h. the making of any false or misleading statement in an Application Form, declaration (or other form of confirmation) of milk literage or any other communication with RTA;
  - i. any act or omission by the Member which (i) has brought or may, in the reasonable opinion of RTA, bring RTA or the Scheme into disrepute or (ii) has damaged or may, in the reasonable opinion of RTA, damage the integrity of the Standards or any other Red Tractor Assurance Standards;
  - j. where the Member is the holder of an RTA processors and packers licence and its licence has been suspended or terminated by RTA.
23. RTA shall be entitled to and shall publish on the RTA Website an up to date list of Members in "special measures", giving details of the Default Event(s) and related circumstances that gave rise to each such Member being in "special measures" and, where appropriate, applicable timescales for taking rectification actions.
24. If a Member has been notified that it is in "special measures" and does not, within any timescale specified by RTA, take the actions RTA has confirmed it need to take in order no longer to be in "special measures", RTA may by notice in writing either suspend or terminate the Member's Membership.
25. If a Member's Membership has been suspended, and it does not, within any timescale specified by RTA, take the actions RTA has confirmed it needs to take in order for its Membership no longer to be suspended, RTA may by notice in writing terminate the Member's Membership.
26. If an Independent Member's Dairy Purchaser Membership is suspended or terminated in accordance with these Rules, the Independent Member's Milk Producer Membership shall automatically be suspended or terminated (as appropriate). Similarly, if an Independent Member's Milk Producer Membership is suspended or terminated in accordance with the Red Tractor Assurance Scheme Membership Rules, the Independent Member's Dairy Purchaser Membership shall automatically be suspended or terminated (as appropriate).
27. For the avoidance of doubt, the Milk Producer Memberships of supplying Milk Producer Members will not be affected by the Dairy Purchaser Member to whom they supply milk being in "special measures".



28. Upon a Member's Membership being suspended, the Milk Producer Memberships of all its supplying Milk Producer Members will automatically be suspended (and shall remain suspended until the Member's Membership is lifted from suspension).
29. Upon a Member's Membership being terminated, the Milk Producer Memberships of all its supplying Milk Producer Members will also automatically be terminated.
30. RTA may give notice to terminate the Member's Membership immediately if RTA ceases to operate the Scheme.
31. A Member may terminate its Membership by giving not less than 6 months' prior written notice to RTA and the Certification Body it has engaged, provided that it also gives notice to each of its supplying Milk Producer Members of the fact that it has given notice to terminate its Membership and of the date on which its Membership will terminate (such date being not less than 6 months after the date by which such notice has been given to all its Milk Producer Members).
32. The Member shall be entitled to give notice in writing to terminate its Membership in the event of the voluntary or compulsory winding-up or liquidation of RTA or the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of the assets of RTA, or the entering into by RTA of any composition or arrangement with its creditors.

#### **Consequences of Suspension and Termination**

33. During any suspension of Membership and after termination of Membership, the relevant Member or former Member shall not claim to be a Member, nor sell milk as Red Tractor Assured, nor use the Scheme Logo or any other Red Tractor logo or name.
34. RTA may refuse future applications or impose particular conditions including additional charges for re-entry into the Scheme where an application relates to, or the Applicant Business is, or is reasonably regarded by RTA to be, in any way associated with, a former Member whose Membership has previously been terminated or suspended in accordance with Rule 21.

#### **Indemnity and Inadequacy of Damages**

35. The Member undertakes to indemnify RTA against all liabilities, costs, expenses, damages or losses (including any direct or indirect loss of profit, loss of business, loss of goodwill, loss of reputation or consequential loss, and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by RTA arising out of or in connection with any Default Event or any other breach by the Member of these Rules.
36. Without prejudice to any other rights or remedies that RTA may have, you acknowledge and agree that damages alone may not be an adequate remedy for any breach by you of these Rules. Accordingly, RTA shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Rules.

#### **Fees**

37. In addition to any fees payable to the Certification Body, all Members shall pay to RTA the applicable fees referred to in Rule 39. RTA shall be entitled to adjust such fees from time to time and will normally review the level of such fees annually.

38. All fees payable directly to RTA shall be due and payable within 30 days of the date of a valid VAT invoice issued by RTA (or such within other time limit as is stated in the relevant invoice).
39. As more particularly set out from time to time in the RTA Website at <https://assurance.redtractor.org.uk/who-we-are/how-we-are-funded>, Members are required to pay to RTA:
  - a. an annual membership fee for the relevant category of Membership (“Annual Membership Fee”), which shall be payable for each year or part year of Membership ending on 31 March each year; and
  - b. a literage fee based on the volume of milk collected from their supplying Milk Producer Members multiplied by the relevant literage fee rate.
40. RTA will invoice Members twice a year for the literage fee, based on literage data supplied by the Member in respect of the previous 6 months. One of the two annual invoices will also include the relevant Annual Membership Fee.



### **Confidentiality and Inspection Rights**

41. Your details will be treated in confidence and personal data will be treated in accordance with the terms of our Privacy Policy. RTA shall however be entitled to publish via the RTA Website the Member’s business name, confirmation of whether its Membership status is active, in “special measures”, suspended or terminated and the details referred to in Rule 23 if the Member is in “special measures”.
42. RTA will keep confidential, in accordance with and subject to the Red Tractor Assurance Scheme Membership Rules, all and any farm assessment data it receives from Certification Bodies.
43. The Member will ensure that any information or data relating to a supplying Milk Producer Member’s RTA dairy assessment or certification, if provided to the Member by the Certification Body under the terms of its appointment, is kept confidential and not disclosed unless the relevant Milk Producer Member agrees otherwise in writing. The Member acknowledges that it will not have and will not request access to individual Dairy Welfare Outcome score results from RTA dairy assessments.
44. If a matter arises which is or could constitute or lead to an infringement by you of any laws or regulations relevant to the scope of Red Tractor, you agree that any relevant third party assurance scheme (such as that of the BRC Global Standards) or regulatory or administrative body or agency, including the Food Standards Agency, the National Food Crime Unit, the Animal and Plant Health Agency, Local Authorities, the Rural Payments Agency, the Environment Agency, Natural England and any equivalent bodies in devolved regions of the UK and any of their respective successor bodies or agencies and any third party acting in good faith on their behalf or in their interests, shall be entitled to provide to RTA any reports or documentation produced by such body, agency or third party in respect of the relevant matter (whether or not requested by RTA) and that RTA may request such reports and documentation from such bodies, agencies or third parties. Each such body, agency and third party shall be entitled to rely on the Member’s consent under this Rule 44 to the disclosure of such reports and documentation to RTA.
45. The Member shall keep and maintain proper records to demonstrate its compliance with these Rules. All such records shall, with or without notice, be made freely available during normal business hours at the Member’s premises, for inspection and audit by RTA and/or its authorised representative(s) or agent(s), who shall be entitled to take copies of such

records (or of extracts of the same). If, at any time, whether as a result of the Member being or having been in “special measures” or otherwise, RTA considers it appropriate, in absolute discretion, to carry out additional inspections and audits (with or without notice and whether carried out by RTA personnel or RTA’s externally appointed agents), the Member shall grant access to such books, records and premises as the relevant personnel or agents wish to inspect and audit. The Member shall be responsible for and pay the reasonable costs of such inspection and audit subject to receipt of a valid VAT invoice.

46. RTA may transfer data and information about all Members and their Membership to RTA’s successor(s), any transferee(s) of its business and any new operator of all or part of the Scheme, provided that any such transferee shall have the same rights and obligations as RTA has with regard to such data and information.
47. In exceptional circumstances, where RTA (or any of its agents or representatives) comes across evidence of an immediate and significant risk of unacceptable food contamination or environmental pollution, RTA may immediately notify any competent authorities, regulatory or administrative bodies or agencies (including those referred to in Rule 44) and/or third party assurance schemes (such as that of the BRC Global Standards), notwithstanding any other provision of these Rules or any other agreement you may have with RTA.
48. Membership data may be retained on RTA’s databases (subject always to the provisions of Rules 41 to 47) for ten years after any relevant Member has ceased to be a Member (or such longer period as RTA reasonably considers necessary to enable it effectively to monitor trends in membership and performance).

### Registered Dairy Purchaser Logo and Scheme Logo

Registered Dairy Purchaser Logo	Scheme Logo
	

49. For so long as you are a Member, you are entitled to indicate that you are a Member and, for that purpose only, you may refer to sourcing your milk from “Red Tractor Assured” farms and (subject always to Rules 52 to 55) use the Registered Dairy Purchaser Logo on stationery and publicity materials (including on your website) provided that you follow all directions on use of the Registered Dairy Purchaser Logo given from time to time by RTA or set out in the RTA Website at <https://assurance.redtractor.org.uk/standards/member-rules>. You agree to observe all such directions.
50. For so long as you are a Member and only in circumstances where you are communicating to your Milk Producer Member suppliers in relation to the Scheme or the Standards, you are entitled to use the Scheme Logo provided that you follow all directions on use of the Scheme Logo given from time to time by RTA or set out in the RTA Website at <https://assurance.redtractor.org.uk/contentfiles/files/SchemeLogoRules.pdf>. You agree to observe all such directions.
51. If you sell raw milk to the public, or any third party sells raw milk to the public from/on any of your premises or otherwise in connection with you and/or your activities, you must not use the Scheme Logo, the Registered Dairy Purchaser Logo or any other version of the Red Tractor logo or make a Red Tractor Assurance Claim, for any purpose whatsoever,

including not in your website or on stationery or publicity materials (even if they have been provided to you by RTA).

52. You may not use the Scheme Logo or the Registered Dairy Purchaser Logo or any other version of the Red Tractor logo on, or apply any such logo or a Red Tractor Assurance Claim to, milk or other dairy product packs (including packaging such as milk cartons or bottles) in any circumstances; nor may you use the Scheme Logo or the Registered Dairy Purchaser Logo or any other version of the Red Tractor logo or make a Red Tractor Assurance Claim at the point of sale of milk or other dairy products (including online sales) unless you have a processors and packers licence issued by RTA. To apply for a processors and packers licence, go to <https://trade.redtractor.org.uk/apply-for-a-red-tractor-license/>.
53. The rights granted under Rule 49 and Rule 50 respectively to use the Registered Dairy Purchaser Logo and the Scheme Logo are each limited to using the entire designation and in an identical form to that stipulated by RTA. These rights are personal to you as a Member and may not be assigned, transferred or sub-licensed to any other person.
54. As a Member you shall not use (or authorise or license others to use) the Scheme Logo or the Registered Dairy Purchaser Logo or any other version of the Red Tractor logo in any way other than as expressly permitted in these Rules (or in a RTA processors and packers licence granted to you) and you shall not use or authorise or license any other person to use any name, mark, sign or device which is or could reasonably be regarded as similar to the Scheme Logo, the Registered Dairy Purchaser Logo and/or the Red Tractor logo or name; nor shall you file or cause to be filed any application for any trade mark or certification mark which is or could reasonably be regarded as similar to the Scheme Logo, the Registered Dairy Purchaser Logo and/or the Red Tractor logo or name; nor shall you register or attempt to register any company in a name which is or could reasonably be regarded as similar to any of the names "Red Tractor", "Red Tractor Assurance", "Red Tractor Assured", "RTA", "Assured Food Standards" or "AFS". You will not oppose or cause any oppositions to be filed to any trade mark or certification mark applications filed by or on behalf of RTA, nor object to or take any adverse action in respect of any of RTA's trade mark or certification mark registrations; nor will you register or attempt to register the Scheme Logo, the Registered Dairy Purchaser Logo and/or the Red Tractor Logo or name, or any name, mark, sign or device which is or could reasonably be regarded as similar to the Scheme Logo, the Registered Dairy Purchaser Logo and/or the Red Tractor logo or name, anywhere in the world or otherwise cause any question to be raised concerning RTA's ownership of the Scheme Logo, the Registered Dairy Purchaser Logo or the Red Tractor logo or name, or the validity or enforceability of such rights; nor will you do or say anything that could damage the goodwill and/or reputation of RTA, the Scheme Logo, the Registered Dairy Purchaser Logo or the Red Tractor logo.
55. RTA may terminate your right to use the Scheme Logo and/or the Registered Dairy Purchaser Logo in accordance with these Rules:
  - a. by giving you one month's written notice; or
  - b. immediately on written notice if:
    - (i) you have failed to observe the provisions of these Rules or the directions of RTA with regard to the use of the Scheme Logo or the Registered Dairy Purchaser Logo; or
    - (ii) your Membership has been suspended or terminated for any reason.

### **Limitation of Liability**

56. Nothing in these Rules shall limit or exclude the liability of RTA or any Certification Body or any of their respective officers, employees, agents or subcontractors for (a) death or personal injury caused by the negligence of any such person; or (b) fraud or fraudulent misrepresentation.
57. Subject to Rule 56:
- a. neither RTA nor any of its officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss caused by business interruption, or any indirect or consequential loss suffered or incurred by a Member and arising under or in connection with the Scheme (including in relation to the administration of the Scheme, the carrying out of assessments, any rejection of a Membership application, the imposition of “special measures” or any suspension or termination of Membership);
  - b. neither RTA nor any of its officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by a Member as a result of or in connection with any claims made against the Member by any of its supplying Milk Producer Members on account of their Milk Producer Memberships being automatically suspended or terminated pursuant to Rule 28 or Rule 29 as a result of the Member’s Membership being suspended or terminated in accordance these Rules;
  - c. the total liability to you of RTA and its officers, employees and agents in respect of all losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by a Member and arising under or in connection with the Scheme (including in respect of the administration of the Scheme, the carrying out of assessments, any rejection of a Membership application, any imposition of “special measures” and/or any suspension or termination of Membership), and whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of:
    - (i) 3 times the aggregate of the Annual Membership Fee and literage fees paid or payable by you under Rule 39 in respect of the period of 12 months ending on 31 March immediately preceding the date on which the event, act or omission giving rise to such losses, liabilities, damages, charges, costs or expenses occurred; and
    - (ii) £25,000.
58. RTA is not a party to the contract you must enter with a Certification Body to govern the assessment of your supplying Producers’ conformance to the Standards. Subject to Rule 56, neither RTA nor any of its officers, employees or agents shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for the acts or omissions of any Certification Body you engage to carry out such services.
59. The Member shall not be entitled (whether under these Rules and/or in respect of any other membership or licence the Member may have with RTA) to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.

### **Variation of Rules and RTA operating procedures**

60. RTA shall be entitled at any time to alter these Rules and its operating procedures. When changes are made to the Rules, we will give you notice of that fact and confirm in such notice when the amended Rules will come into effect and how you can view and download or otherwise obtain the amended Rules. You will be given advance written notice of such changes to operating procedures and of when they will come into effect.

### **Force Majeure**

61. RTA shall not be liable to a Member if any delay or failure by RTA or its employees, officers, agents or independent contractors to perform their obligations under these Rules or any related agreement is the result of a Force Majeure Event. For the purpose of this Rule, "Force Majeure Event" means an event beyond the reasonable control of RTA (or its employees, officers, agents or independent contractors) including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government, local or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of a utility service.

### **No Waiver**

62. A waiver of any right of RTA under these Rules is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by RTA in exercising any right or remedy under these Rules or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **Notices**

63. A notice given under or in connection with these Rules shall be in writing and:
- a. in the case of a notice to RTA, sent by email to [Memberhelp@redtractor.org.uk](mailto:Memberhelp@redtractor.org.uk) or by first class post to RTA's registered office from time to time; and
  - b. in the case of a notice to the Member, sent by email or first class post to the email or postal address set out in the Membership application (or such replacement email or postal address as may subsequently have been notified in writing to RTA) and, in the absence of any such addresses, by post to its registered office (in the case of a company) or last known business address in any other case.
64. A notice shall be deemed to be delivered by 9.00am on the second business day (excluding weekends and bank holidays) after posting in the case of first class post and on sending in the case of email.

### **Complaints and Appeal Procedure**

65. If you wish to raise a formal complaint (whether a formal expression of dissatisfaction about RTA's personnel or services or a complaint about an RTA decision concerning "special measures" or the suspension or termination of your Membership), you should supply details of the complaint and evidence supporting it in accordance with RTA's complaints procedure, a copy of which will be provided upon request. Where your

complaint relates to an RTA decision, it must be sent to RTA within 14 days after the date of the decision.

66. If you are not satisfied with the result of a Membership application or an RTA decision (or the way any such application or decision-making process has been conducted), you may lodge an appeal in writing with RTA in accordance with RTA's appeal procedure (and in any event within 14 days after the date of any relevant RTA decision). Copies of the appeal procedure will be provided upon request.

#### **Entire Agreement, Third Party Rights and Governing Law**

67. These Rules and the documents specifically referred to in these Rules as being available via the RTA Website represent the entire understanding between you and RTA in relation to your Membership. You acknowledge that you have not relied upon any statement from RTA (written or oral) which is not contained in these Rules (or such documents) in applying to be a Member.
68. Subject to the rights of the bodies, agencies and third parties referred to in Rules 44 and to Rule 69, these Rules are not intended to benefit, or be enforceable by, anyone else other than RTA and each Member.
69. Where a Certification Body is referred to in these Rules, the relevant Certification Body shall be able to enforce the rights expressly or impliedly ascribed to it to the fullest extent permitted by law. Furthermore, any successor to RTA (or any transferee of the business of RTA or of RTA's rights under and in relation to the Scheme) shall be entitled to enforce RTA's rights under these Rules.
70. These Rules (and any disputes or claims arising out of or in connection with their subject matter or formation) are governed by and shall be construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Rules or their subject matter or formation.