

## Soil Association Certification Limited



### Certification Contract

**THIS CONTRACT IS DATED ON THE CONTRACT START DATE AT PAGE 6 OF THIS DOCUMENT AND MADE BETWEEN:**

- (1) **SOIL ASSOCIATION CERTIFICATION LIMITED** whose registered office is situated at South Plaza, Marlborough Street, Bristol, BS1 3NX ("**Proprietor**"); and
- (2) \_\_\_\_\_ (**company name and address inserted here**) ("**User**").

#### **BACKGROUND:**

- (1) The Proprietor is a wholly owned subsidiary of The Soil Association Limited ("**SA**").
- (2) SA is the owner and registered proprietor of the Certification Mark Soil Association Organic Standard and Soil Association Organic Symbol in the United Kingdom.
- (3) SA has licensed the Proprietor to issue licences to individuals or companies who meet the required standards to use the Certification Mark subject to the terms of this Contract.
- (4) The User is a farmer, processor, packer, distributor, retailer and/or importer of goods and products who wishes to sell in accordance with the *Soil Association organic standards*.
- (5) The Proprietor has agreed to grant a licence to the User subject to and in accordance with the terms of this Contract.
- (6) It is an offence under the EU Organic Products Regulation, EEC/2092/91 and amending regulations, to market certain products as organic, refer to a product's organic ingredients or make reference to organic production methods unless the relevant operator has submitted to inspection through a certification scheme by an approved certification body.

**IT IS AGREED** as follows:

#### **1. DEFINITIONS**

1.1 In this Contract (unless the context otherwise requires) the words and expressions set out in the first column below will have the meanings set out opposite them in the second column below:

" <b>Annual return</b> "	a document issued annually by the Proprietor for completion by the User, providing information on which the Proprietor will assess fees due for the certification;
" <b>Application</b> "	the application form completed by the User and all information and documents which accompanied such form or which have been supplied to the Proprietor by or on behalf of the User before or after submission of the application form in connection with such application;
" <b>Certificate of registration</b> "	a certificate registering issue of a licence on the terms of this Contract to produce organic products as listed on the Trading Schedule issued by the Proprietor to the User after acceptance of the Application;
" <b>Certification Mark</b> "	The Soil Association organic standard and roundel device as registered under no. 2319756 in classes 2, 3, 5, 16, 17, 18, 22, 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 41 and 44 (UK) and/or any future applications for registration.
" <b>Documents</b> "	such accounts, invoices, business records and other documents of the User as the Proprietor may request to see before granting a Licence to the User and any information provided by the User in its Application or any such information provided before a renewal of the Schedules;
" <b>EU Regulation</b> "	EU Organic Products Regulation EEC/2092/91 as amended or consolidated from time to time;
" <b>Fee sheet</b> "	the fee sheet or sheets of the Proprietor published and amended from time to time;

<b>“Information schedule”</b>	a list of enterprises, holdings, suppliers, land areas and subcontractors, which the User may use in accordance with the Qualifying Standards for the production of certified crops or products;
<b>“Licence”</b>	permission granted by the Proprietor to the User to use the Certification Mark (subject to this Contract). Schedules issued by the Proprietor indicate the land, products enterprises etc to which the Licence applies;
<b>“Premises”</b>	the User’s premises as shown above and additionally any address specified in the Schedules;
<b>“Products”</b>	such goods and products of the User as the Proprietor has agreed to include in this Contract as set out in the Trading Schedule;
<b>“Qualifying standards”</b>	the <i>Soil Association organic standards</i> as from time to time published or updated and which incorporate (as a minimum) the requirements from time to time of the EU Regulation and of the UK competent authority under such regulation;
<b>“Renewal Date”</b>	the expiry date specified in the Schedules;
<b>“Regulations”</b>	the regulations (if any) for the use of the Certification Mark in the relevant territory which are filed with the Registrar of Trade Marks (a copy of which are available on request from the Proprietor);
<b>“Schedules”</b>	the Trading Schedule and Information Schedule as provided by the Proprietor;
<b>“Trading Schedule”</b>	a list of products and enterprises, certified by the Proprietor in accordance with the Qualifying Standards and which the User may market as organic and bearing the Certification Mark. The Trading Schedule is valid for the period shown on it and must be renewed annually at the Renewal Date.

- 1.2 In this Contract:
  - 1.2.1 reference to the Proprietor includes any inspectors, employees, directors, agents or duly authorised representatives of the Proprietor;
  - 1.2.2 the headings shall be for convenience only and shall not affect the meaning of this Contract;
  - 1.2.3 use of any gender includes the other genders;
  - 1.2.4 any phrase which begins with the words “including”, “include” or “in particular” or similar shall be construed as illustrative and shall not limit the meaning of the words preceding such terms.
- 1.3 The Background section forms part of this Contract and shall have effect as if set out in this Contract and reference to the Contract includes the Background.

## 2. BASIS OF AGREEMENT

- 2.1 The User agrees to supply to the Proprietor any details it may require relating to the Premises and the Products.
- 2.2 The User guarantees the accuracy of the Documents supplied to or information inspected by the Proprietor.
- 2.3 The User acknowledges that the Proprietor enters into this Contract on the basis of inspection of the Premises, Documents and other relevant information.
- 2.4 The User guarantees that no material information has been withheld from the Proprietor.
- 2.5 The Proprietor accepts that the User is not obliged to use the Certification Mark on the Products but may do so at his discretion (subject at all times to this Contract).
- 2.6 This Contract continues to apply whether or not the Certification Mark is used.
- 2.7 The User has read and understood the Qualifying Standards applicable at the date of this Contract and agrees to abide by them.
- 2.8 The Proprietor will publish amendments to standards in “Certification News” (or other relevant publication which is sent to the User) which will normally only be made after the Proprietor has consulted with licensees and other relevant parties (or their representatives). Any such amendments shall be deemed to apply to this Contract and to be binding on the User unless the User notifies the Proprietor in writing within fourteen days of receipt by the User of notification of the relevant amendments that it does not agree to such change and the reasons for such objection. Any amendments which are not expressly objected to by the User shall be binding on the User.

## 3. CERTIFICATE OF REGISTRATION AND LICENCE

- 3.1 The User will be issued with a Certificate of Registration by the Proprietor on completion of Application which indicates the User is registered with the Proprietor until the Renewal Date.
- 3.2 The Proprietor hereby grants to the User a licence to use the Certification Mark (subject to this Contract) and the User will be (or has been) issued with Schedules by the Proprietor to show conformity to the Qualifying Standards in respect of the matters set out in it until the Renewal Date (but subject to this Contract). The Schedules (when read together with this Contract):

- a) confirm compliance with the Proprietor's inspection system in relation to all products, enterprises and land specified in the Schedules and subject to the Qualifying Standards;
- b) authorise the User to use the Certification Mark in the manner as specified by the Proprietor, only upon the Products as specified in the Trading Schedule and subject to this Contract and the Regulations.
- c) authorises User to use the word "organic" in relation only to products on the Trading Schedule, as described in the EU Regulation.

#### 4. **NO ASSIGNMENT OR SUB-LETTING**

- 4.1 This Contract (including the licence contained in it) is specific to the User and is not assignable.
- 4.2 The User shall not be entitled to grant any sub-licence in respect of the Certification Mark without the prior written consent of the Proprietor.

#### 5. **OBLIGATIONS OF THE USER**

The User will:

- 5.1 immediately inform the Proprietor of any infringement of the Qualifying Standards or unauthorised use of the Certification Mark;
- 5.2 promptly notify the Proprietor of any changes to their address, contact details, products, manufacturing process, extension of acreage, changes to management or ownership;
- 5.3 permit the Proprietor, and the Proprietor's accreditors, access to the Premises, including any non organic production facilities, relevant records and documents. Such visits will be during working hours and may be made without prior notice to check compliance to the Qualifying Standards or in response to complaints received;
- 5.4 permit the Proprietor and the Proprietor's accreditors to enter the Premises and take samples for analysis at any reasonable time without prior notice;
- 5.5 permit the Proprietor to sub-contract the inspection and the analysis of the samples as necessary and to allow such sub-contractors the same access and other rights as if they were the Proprietor;
- 5.6 clearly state their name and address or other means of identification on packaging of the Products;
- 5.7 send to the Proprietor an Annual Return on or before the due date;
- 5.8 (subject to Clause 2.8 above) comply with the Qualifying Standards in relation to the Products and the Premises;
- 5.9 comply with all applicable laws and Regulations in using the Certification Mark;
- 5.10 indemnify the Proprietor against any costs, claims, expenses, damages, losses, liabilities or proceedings arising out of or relating to any misrepresentation relating to, or breach of, this Contract by the User.
- 5.11 in the case of grower groups, the management of the group will carry out the functions of the User under this Contract and will obtain from each member of the Group a signed declaration that they will comply with the Qualifying Standards and that they will permit inspection and comply with the relevant obligations of this Contract.

#### 6. **IN CONVERSION**

- 6.1 Notwithstanding any other provision of this Contract, the User shall not use the Certification Mark in connection with any Products identified in the Trading Schedule as in conversion.
- 6.2 However, the User is entitled to use the words "Soil Association Organic Standard in Conversion" in connection with Products in conversion and this Contract shall apply to such use as if references in this Contract to "Certification Mark" were instead references to those words.

#### 7. **APPLICATION OF CERTIFICATION MARK**

- 7.1 The User shall comply strictly with the Regulations and any other directions of the Proprietor regarding the form and manner in which the Certification Mark is used.
- 7.2 The User must not use any other certification mark, trade mark, sign or indication confusingly similar to the Certification Mark for any purpose and must not use the Certification Mark or any word confusingly similar to the Certification Mark as or as part of its corporate or trading name.

#### 8. **PAYMENT**

- 8.1 The User shall pay to the Proprietor:
  - a) an application fee as detailed on the Fee Sheet;
  - b) a first year licence fee as detailed on the Fee Sheet payable prior to issue of the Schedules;
  - c) a licence fee as detailed on the Fee Sheet payable annually prior to any subsequent Schedule.
- 8.2 The Proprietor reserves the right to review and increase or decrease the fees specified under Clause 8.1, such charges will apply at the next Renewal Date after notification to the User.

8.3 Fees specified in Clause 8.1 are payable within 30 days of the date of invoice. Late payment of fees may result in suspension or termination of the Licence. In addition to such right of suspension or termination, the Proprietor reserves the right to charge interest on any unpaid fees which are due and payable at 2% per annum above Barclays Bank PLC base rate for the relevant time. Such interest shall accrue on a daily basis and be compounded quarterly.

8.4 The User shall in addition to such fees pay any VAT (or other impost) which is due on any payment under this Contract.

## 9. DURATION

This Contract shall commence on the date above and remain in force until terminated in accordance with the provisions of Clause 10.

## 10. TERMINATION

10.1 The User or the Proprietor may terminate this Contract by giving three months written notice to the other party at any time.

10.2 The Proprietor may terminate this Contract immediately by giving notice to the User if:

- a) the Documents, Application or any information supplied to or inspected by the Proprietor shall be inaccurate, incomplete or otherwise misleading;
- b) the User (including, in the case of a firm where applicable, any partner) has a winding up petition filed against it or a resolution for winding up is passed or the User goes into liquidation, or an administrator, receiver or manager is appointed over the whole or a substantial part of its undertaking or assets, or if the User is unable to pay debts as they fall due, or makes an assignment, agreement or composition with creditors or ceases or threatens to cease to trade or (if the User is an individual) becomes bankrupt or enters into an individual voluntary arrangement;
- c) as a result of any act or omission, the User breaches this Contract or fails to comply (in the reasonable opinion of the Proprietor) with the Qualifying Standards;
- d) the User or its representatives refuse to allow an inspection by the Proprietor or the Proprietors' accreditors; or
- e) the Proprietor ceases for any reason to be approved by the Competent Authority .

10.3 On termination for any reason (including without limitation if the User breaches this Contract and it is then terminated or terminates voluntarily or if termination is carried out by the Proprietor as a result of failure to comply with the Qualifying Standards) fees will not be refundable.

10.4 If the User seeks to terminate this Contract without giving the required notice, then (without prejudice to any right or remedy available to the Proprietor) the User will be liable for any costs incurred by the Proprietor in connection with such termination including inspection costs as detailed in the Fee Sheet.

10.5 On termination of this Contract for any reason:

- a) the User must stop using the Certification Mark immediately;
- b) the User must not use any mark which is confusingly similar to the Certification Mark in connection with any products or services of any type nor must the User use the word "organic" or make reference to organic production in such connection unless properly authorised to do so by another approved inspection body;
- c) the User must within thirty days of termination pay to the Proprietor all sums due under this Contract together with any accrued interest.

10.6 Termination of this Contract by either party under this Clause 10 shall be without prejudice to the right to seek compensation for any prior breach of any provisions of this Contract.

## 11. SEVERABILITY

If any provision of this Contract shall be held to be illegal, void, invalid or unenforceable by applicable law, it shall be deleted and the remaining provisions shall continue in full force and effect.

## 12. NOTICES

Any notice to be given by either party to this Contract shall be in writing and be delivered by hand or sent by pre-paid first class ordinary post to the last known address of the addressee or by fax to the other party's most recently notified fax number and shall be deemed to have been given, in the case of hand delivery immediately, and, in the case of post, three business days after posting and, in the case of fax, when despatched subject to confirmation of uninterrupted transmission by a transmission report.

13. **CONFIDENTIALITY & DATA PROTECTION**

13.1 The User hereby waives its right to confidentiality of information under Article 9(7) of the EU Regulation.

13.2 The User (including its partners, employees, officers agents and/or associated organisations) hereby consents to the Proprietor (and its employees, officers agents and associated organisations) processing any and all personal and other data about the User (to include the transfer of any such data outside of the European Economic Area) for any and all purposes for and/or incidental to:

13.2.1 the performance of this Agreement and discharge of the Proprietor's obligations and duties pursuant to the EU Regulation and the Qualifying Standards;

13.2.2 the disclosure and/or exchange of data with other organic certification bodies in case of termination of this Agreement, transfer of certification, dual certification, sub-contracted production or as part of any investigation;

13.2.3 the disclosure and/or exchange of data with any competent authority or other person requiring such information under the EU Regulation or the Qualifying Standards;

13.2.4 the inclusion of the User's name, contact details and general enterprise and product categories (such categories are listed in section 3 of the Application) on the Proprietor's national and regional lists of the Proprietor's licensed operations. Such lists are in the public domain by virtue of the Proprietor's supply of them on request to third parties and may in future be published on the Proprietor's website. The User can elect at any time by written notice to the Proprietor to: (1) opt out of inclusion on such lists; and/or (2) inclusion on the Proprietors' website.

13.2.5 marketing activities to include:

13.2.5.1 sending the User information about events, promotions, products, campaigns and/or services of the Proprietor and its associated organisations (to include SA and Ascisco Limited).

13.2.5.2 disclosure of the User's data to the Proprietor's associated organisations (to include SA and Ascisco Limited) who may process the User's data for such purposes. The User can elect by written notice to the Proprietor to opt out of use of its data for such purposes at any time.

13.2.5.3 conducting and publishing statistical analysis, marketing analysis and research by the Proprietor. In respect of such processing the User's data will only enter the public domain in an anonymised format or to the extent published under 13.2.4 above.

13.3 The Proprietor is data controller under the Data Protection Act 1998 in respect of the processing referred to at section 13.2 above. SA and Ascisco Limited may also become data controller pursuant to 13.2.5.2 above. The User acknowledges that the Proprietor may process its data as set out above and agrees that such process is necessary for the performance of this Agreement, the discharge of the Proprietor's contractual and statutory obligations and the furtherance of the Proprietor's legitimate business interests.

13.4 Save as aforesaid all sensitive or confidential information disclosed by the User will be treated by the Proprietor as strictly confidential except as follows:

13.4.1 if written permission is obtained from the User;

13.4.2 if disclosure is required by law; and/or

13.4.3 if the information comes into the public domain.

14. **RIGHTS OF THIRD PARTIES**

No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 ("Act") by a third party except that SA has the right to enforce the terms of this Contract in accordance with the Act. This does not affect any right or remedy of a third party which exists or is available apart from under that Act.

15. **ENTIRE AGREEMENT**

This Contract, together with any documents referred to it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter except where expressly indicated in this Contract. Any terms implied into this Contract by law are hereby excluded to the fullest extent permissible. However, nothing in this Contract excludes any liability for pre-contract statements or representations made fraudulently.

16. **LAW AND JURISDICTION**

This Contract shall be governed by and interpreted in accordance with the law of England and the User submits to the jurisdiction of the English Courts.

**IN WITNESS** whereof this Contract has been executed by the parties on the above date.

**SIGNED** by\* or on behalf of **User:** ..... X

Print Name: ..... X

Position: ..... X

In the presence of (witness): ..... X

Print Name ..... X

Address: .....X

**\* This must be witnessed and counter signed**

**For SA Certification Limited Office Use Only**

**SIGNED** by or on behalf of  
**Soil Association Certification Limited:** .....

Print Name: .....

Position: .....

In the presence of (witness): .....

Print Name: .....

Position: .....

Of: Soil Association Certification Limited, South Plaza, Marlborough Street, Bristol BS1 3NX

**CONTRACT START DATE:** .....

(to be completed by Proprietor on acceptance of the application)

## Soil Association Certification Limited



### Certification Contract

**THIS CONTRACT IS DATED ON THE CONTRACT START DATE AT PAGE 6 OF THIS DOCUMENT AND MADE BETWEEN:**

- (1) **SOIL ASSOCIATION CERTIFICATION LIMITED** whose registered office is situated at South Plaza, Marlborough Street, Bristol BS1 3NX ("**Proprietor**"); and
- (2) «**Organisation**», «Address» ("**User**").

#### **BACKGROUND:**

- (1) The Proprietor is a wholly owned subsidiary of The Soil Association Limited ("**SA**").
- (2) SA is the owner and registered proprietor of the Certification Mark Soil Association Organic Standard and Soil Association Organic Symbol in the United Kingdom.
- (3) SA has licensed the Proprietor to issue licences to individuals or companies who meet the required standards to use the Certification Mark subject to the terms of this Contract.
- (4) The User is a farmer, processor, packer, distributor, retailer and/or importer of goods and products who wishes to sell in accordance with the *Soil Association organic standards*.
- (5) The Proprietor has agreed to grant a licence to the User subject to and in accordance with the terms of this Contract.
- (6) It is an offence under the EU Organic Products Regulation, EEC/2092/91 and amending regulations, to market certain products as organic, refer to a product's organic ingredients or make reference to organic production methods unless the relevant operator has submitted to inspection through a certification scheme by an approved certification body.

**IT IS AGREED** as follows:

#### **1. DEFINITIONS**

1.1 In this Contract (unless the context otherwise requires) the words and expressions set out in the first column below will have the meanings set out opposite them in the second column below:

" <b>Annual Return</b> "	a document issued annually by the Proprietor for completion by the User, providing information on which the Proprietor will assess fees due for the certification;
" <b>Application</b> "	the application form completed by the User and all information and documents which accompanied such form or which have been supplied to the Proprietor by or on behalf of the User before or after submission of the application form in connection with such application;
" <b>Certificate of Registration</b> "	a certificate registering issue of a licence on the terms of this Contract to produce organic products as listed on the Trading Schedule issued by the Proprietor to the User after acceptance of the Application;
" <b>Certification Mark</b> "	The Soil Association organic standard and roundel device as registered under no. 2319756 in classes 2, 3, 5, 16, 17, 18, 22, 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 41 and 44 (UK) and/or any future applications for registration.
" <b>Documents</b> "	such accounts, invoices, business records and other documents of the User as the Proprietor may request to see before granting a Licence to the User and any information provided by the User in its Application or any such information provided before a renewal of the Schedules;
" <b>EU Regulation</b> "	EU Organic Products Regulation EEC/2092/91 as amended or consolidated from time to time;
" <b>Fee Sheet</b> "	the fee sheet or sheets of the Proprietor published and amended from time to time;

<b>“Information Schedule”</b>	a list of enterprises, holdings, suppliers, land areas and subcontractors, which the User may use in accordance with the Qualifying Standards for the production of certified crops or products;
<b>“Licence”</b>	permission granted by the Proprietor to the User to use the Certification Mark (subject to this Contract). Schedules issued by the Proprietor indicate the land, products enterprises etc to which the Licence applies;
<b>“Premises”</b>	the User’s premises as shown above and additionally any address specified in the Schedules;
<b>“Products”</b>	such goods and products of the User as the Proprietor has agreed to include in this Contract as set out in the Trading Schedule;
<b>“Qualifying Standards”</b>	the <i>Soil Association organic standards</i> as from time to time published or updated and which incorporate (as a minimum) the requirements from time to time of the EU Regulation and of the UK competent authority under such regulation;
<b>“Renewal Date”</b>	the expiry date specified in the Schedules;
<b>“Regulations”</b>	the regulations (if any) for the use of the Certification Mark in the relevant territory which are filed with the Registrar of Trade Marks (a copy of which are available on request from the Proprietor);
<b>“Schedules”</b>	the Trading Schedule and Information Schedule as provided by the Proprietor;
<b>“Trading Schedule”</b>	a list of products and enterprises, certified by the Proprietor in accordance with the Qualifying Standards and which the User may market as organic and bearing the Certification Mark. The Trading Schedule is valid for the period shown on it and must be renewed annually at the Renewal Date.

1.2 In this Contract:

- 1.2.1 reference to the Proprietor includes any inspectors, employees, directors, agents or duly authorised representatives of the Proprietor;
  - 1.2.2 the headings shall be for convenience only and shall not affect the meaning of this Contract;
  - 1.2.3 use of any gender includes the other genders;
  - 1.2.4 any phrase which begins with the words “including”, “include” or “in particular” or similar shall be construed as illustrative and shall not limit the meaning of the words preceding such terms.
- 1.3 The Background section forms part of this Contract and shall have effect as if set out in this Contract and reference to the Contract includes the Background.

## **2 BASIS OF AGREEMENT**

- 2.1 The User agrees to supply to the Proprietor any details it may require relating to the Premises and the Products.
- 2.2 The User guarantees the accuracy of the Documents supplied to or information inspected by the Proprietor.
- 2.3 The User acknowledges that the Proprietor enters into this Contract on the basis of inspection of the Premises, Documents and other relevant information.
- 2.4 The User guarantees that no material information has been withheld from the Proprietor.
- 2.5 The Proprietor accepts that the User is not obliged to use the Certification Mark on the Products but may do so at his discretion (subject at all times to this Contract).
- 2.6 This Contract continues to apply whether or not the Certification Mark is used.
- 2.7 The User has read and understood the Qualifying Standards applicable at the date of this Contract and agrees to abide by them.
- 2.8 The Proprietor will publish amendments to standards in “Certification News” (or other relevant publication which is sent to the User) which will normally only be made after the Proprietor has consulted with licensees and other relevant parties (or their representatives). Any such amendments shall be deemed to apply to this Contract and to be binding on the User unless the User notifies the Proprietor in writing within fourteen days of receipt by the User of notification of the relevant amendments that it does not agree to such change and the reasons for such objection. Any amendments which are not expressly objected to by the User shall be binding on the User.

## **3. CERTIFICATE OF REGISTRATION AND LICENCE**

- 3.1 The User will be issued with a Certificate of Registration by the Proprietor on completion of Application which indicates the User is registered with the Proprietor until the Renewal Date.
- 3.2 The Proprietor hereby grants to the User a licence to use the Certification Mark (subject to this Contract) and the User will be (or has been) issued with Schedules by the Proprietor to show conformity to the Qualifying Standards in respect of the matters set out in it until the Renewal Date (but subject to this Contract). The Schedules (when read together with this Contract):

- a) confirm compliance with the Proprietor's inspection system in relation to all products, enterprises and land specified in the Schedules and subject to the Qualifying Standards;
- b) authorise the User to use the Certification Mark in the manner as specified by the Proprietor, only upon the Products as specified in the Trading Schedule and subject to this Contract and the Regulations.
- c) authorises User to use the word "organic" in relation only to products on the Trading Schedule, as described in the EU Regulation.

#### 4. **NO ASSIGNMENT OR SUB-LETTING**

- 4.1 This Contract (including the licence contained in it) is specific to the User and is not assignable.
- 4.2 The User shall not be entitled to grant any sub-licence in respect of the Certification Mark without the prior written consent of the Proprietor.

#### 5. **OBLIGATIONS OF THE USER**

The User will:

- 5.1 immediately inform the Proprietor of any infringement of the Qualifying Standards or unauthorised use of the Certification Mark;
- 5.2 promptly notify the Proprietor of any changes to their address, contact details, products, manufacturing process, extension of acreage, changes to management or ownership;
- 5.3 permit the Proprietor, and the Proprietor's accreditors, access to the Premises, including any non organic production facilities, relevant records and documents. Such visits will be during working hours and may be made without prior notice to check compliance to the Qualifying Standards or in response to complaints received;
- 5.4 permit the Proprietor and the Proprietor's accreditors to enter the Premises and take samples for analysis at any reasonable time without prior notice;
- 5.5 permit the Proprietor to sub-contract the inspection and the analysis of the samples as necessary and to allow such sub-contractors the same access and other rights as if they were the Proprietor;
- 5.6 clearly state their name and address or other means of identification on packaging of the Products;
- 5.7 send to the Proprietor an Annual Return on or before the due date;
- 5.8 (subject to Clause 2.8 above) comply with the Qualifying Standards in relation to the Products and the Premises;
- 5.9 comply with all applicable laws and Regulations in using the Certification Mark;
- 5.10 indemnify the Proprietor against any costs, claims, expenses, damages, losses, liabilities or proceedings arising out of or relating to any misrepresentation relating to, or breach of, this Contract by the User.
- 5.11 in the case of grower groups, the management of the group will carry out the functions of the User under this Contract and will obtain from each member of the Group a signed declaration that they will comply with the Qualifying Standards and that they will permit inspection and comply with the relevant obligations of this Contract.

#### 6. **IN CONVERSION**

- 6.1 Notwithstanding any other provision of this Contract, the User shall not use the Certification Mark in connection with any Products identified in the Trading Schedule as in conversion.
- 6.2 However, the User is entitled to use the words "Soil Association Organic Standard in Conversion" in connection with Products in conversion and this Contract shall apply to such use as if references in this Contract to "Certification Mark" were instead references to those words.

#### 7. **APPLICATION OF CERTIFICATION MARK**

- 7.1 The User shall comply strictly with the Regulations and any other directions of the Proprietor regarding the form and manner in which the Certification Mark is used.
- 7.2 The User must not use any other certification mark, trade mark, sign or indication confusingly similar to the Certification Mark for any purpose and must not use the Certification Mark or any word confusingly similar to the Certification Mark as or as part of its corporate or trading name.

#### 8. **PAYMENT**

- 8.1 The User shall pay to the Proprietor:
  - a) an application fee as detailed on the Fee Sheet;
  - b) a first year licence fee as detailed on the Fee Sheet payable prior to issue of the Schedules;
  - c) a licence fee as detailed on the Fee Sheet payable annually prior to any subsequent Schedule.
- 8.2 The Proprietor reserves the right to review and increase or decrease the fees specified under Clause 8.1, such charges will apply at the next Renewal Date after notification to the User.

8.3 Fees specified in Clause 8.1 are payable within 30 days of the date of invoice. Late payment of fees may result in suspension or termination of the Licence. In addition to such right of suspension or termination, the Proprietor reserves the right to charge interest on any unpaid fees which are due and payable at 2% per annum above Barclays Bank PLC base rate for the relevant time. Such interest shall accrue on a daily basis and be compounded quarterly.

8.4 The User shall in addition to such fees pay any VAT (or other impost) which is due on any payment under this Contract.

## 9. DURATION

This Contract shall commence on the date above and remain in force until terminated in accordance with the provisions of Clause 10.

## 10. TERMINATION

10.1 The User or the Proprietor may terminate this Contract by giving three months written notice to the other party at any time.

10.2 The Proprietor may terminate this Contract immediately by giving notice to the User if:

- a) the Documents, Application or any information supplied to or inspected by the Proprietor shall be inaccurate, incomplete or otherwise misleading;
- b) the User (including, in the case of a firm where applicable, any partner) has a winding up petition filed against it or a resolution for winding up is passed or the User goes into liquidation, or an administrator, receiver or manager is appointed over the whole or a substantial part of its undertaking or assets, or if the User is unable to pay debts as they fall due, or makes an assignment, agreement or composition with creditors or ceases or threatens to cease to trade or (if the User is an individual) becomes bankrupt or enters into an individual voluntary arrangement;
- c) as a result of any act or omission, the User breaches this Contract or fails to comply (in the reasonable opinion of the Proprietor) with the Qualifying Standards;
- d) the User or its representatives refuse to allow an inspection by the Proprietor or the Proprietors' accreditors; or
- e) the Proprietor ceases for any reason to be approved by the Competent Authority .

10.3 On termination for any reason (including without limitation if the User breaches this Contract and it is then terminated or terminates voluntarily or if termination is carried out by the Proprietor as a result of failure to comply with the Qualifying Standards) fees will not be refundable.

10.4 If the User seeks to terminate this Contract without giving the required notice, then (without prejudice to any right or remedy available to the Proprietor) the User will be liable for any costs incurred by the Proprietor in connection with such termination including inspection costs as detailed in the Fee Sheet.

10.5 On termination of this Contract for any reason:

- a) the User must stop using the Certification Mark immediately;
- b) the User must not use any mark which is confusingly similar to the Certification Mark in connection with any products or services of any type nor must the User use the word "organic" or make reference to organic production in such connection unless properly authorised to do so by another approved inspection body;
- c) the User must within thirty days of termination pay to the Proprietor all sums due under this Contract together with any accrued interest.

10.6 Termination of this Contract by either party under this Clause 10 shall be without prejudice to the right to seek compensation for any prior breach of any provisions of this Contract.

## 11. SEVERABILITY

If any provision of this Contract shall be held to be illegal, void, invalid or unenforceable by applicable law, it shall be deleted and the remaining provisions shall continue in full force and effect.

## 12. NOTICES

Any notice to be given by either party to this Contract shall be in writing and be delivered by hand or sent by pre-paid first class ordinary post to the last known address of the addressee or by fax to the other party's most recently notified fax number and shall be deemed to have been given, in the case of hand delivery immediately, and, in the case of post, three business days after posting and, in the case of fax, when despatched subject to confirmation of uninterrupted transmission by a transmission report.

13. **CONFIDENTIALITY & DATA PROTECTION**

13.1 The User hereby waives its right to confidentiality of information under Article 9(7) of the EU Regulation.

13.2 The User (including its partners, employees, officers agents and/or associated organisations) hereby consents to the Proprietor (and its employees, officers agents and associated organisations) processing any and all personal and other data about the User (to include the transfer of any such data outside of the European Economic Area) for any and all purposes for and/or incidental to:

13.2.1 the performance of this Agreement and discharge of the Proprietor's obligations and duties pursuant to the EU Regulation and the Qualifying Standards;

13.2.2 the disclosure and/or exchange of data with other organic certification bodies in case of termination of this Agreement, transfer of certification, dual certification, sub-contracted production or as part of any investigation;

13.2.3 the disclosure and/or exchange of data with any competent authority or other person requiring such information under the EU Regulation or the Qualifying Standards;

13.2.4 the inclusion of the User's name, contact details and general enterprise and product categories (such categories are listed in section 3 of the Application) on the Proprietor's national and regional lists of the Proprietor's licensed operations. Such lists are in the public domain by virtue of the Proprietor's supply of them on request to third parties and may in future be published on the Proprietor's website. The User can elect at any time by written notice to the Proprietor to: (1) opt out of inclusion on such lists; and/or (2) inclusion on the Proprietors' website.

13.2.5 marketing activities to include:

13.2.5.1 sending the User information about events, promotions, products, campaigns and/or services of the Proprietor and its associated organisations (to include SA and Ascisco Limited).

13.2.5.2 disclosure of the User's data to the Proprietor's associated organisations (to include SA and Ascisco Limited) who may process the User's data for such purposes. The User can elect by written notice to the Proprietor to opt out of use of its data for such purposes at any time.

13.2.5.3 conducting and publishing statistical analysis, marketing analysis and research by the Proprietor. In respect of such processing the User's data will only enter the public domain in an anonymised format or to the extent published under 13.2.4 above.

13.3 The Proprietor is data controller under the Data Protection Act 1998 in respect of the processing referred to at section 13.2 above. SA and Ascisco Limited may also become data controller pursuant to 13.2.5.2 above. The User acknowledges that the Proprietor may process its data as set out above and agrees that such process is necessary for the performance of this Agreement, the discharge of the Proprietor's contractual and statutory obligations and the furtherance of the Proprietor's legitimate business interests.

13.4 Save as aforesaid all sensitive or confidential information disclosed by the User will be treated by the Proprietor as strictly confidential except as follows:

13.4.1 if written permission is obtained from the User;

13.4.2 if disclosure is required by law; and/or

13.4.3 if the information comes into the public domain.

14. **RIGHTS OF THIRD PARTIES**

No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 ("Act") by a third party except that SA has the right to enforce the terms of this Contract in accordance with the Act. This does not affect any right or remedy of a third party which exists or is available apart from under that Act.

15. **ENTIRE AGREEMENT**

This Contract, together with any documents referred to it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter except where expressly indicated in this Contract. Any terms implied into this Contract by law are hereby excluded to the fullest extent permissible. However, nothing in this Contract excludes any liability for pre-contract statements or representations made fraudulently.

16. **LAW AND JURISDICTION**

This Contract shall be governed by and interpreted in accordance with the law of England and the User submits to the jurisdiction of the English Courts.

**IN WITNESS** whereof this Contract has been executed by the parties on the above date.

**SIGNED** by\* or on behalf of **User:** ..... X

Print Name: ..... X

Position: ..... X

In the presence of (witness): ..... X

Print Name ..... X

Address: .....X

**\* This must be witnessed and counter signed**

**For SA Certification Limited Office Use Only**

**SIGNED** by or on behalf of  
**Soil Association Certification Limited:** .....

Print Name: .....

Position: .....

In the presence of (witness): .....

Print Name: .....

Position: .....

Of: Soil Association Certification Limited South Plaza, Marlborough Street, Bristol BS1 3NX

**CONTRACT START DATE:** .....  
(to be completed by Proprietor on acceptance of the application)