



**SCOTTISH
QUALITY CROPS**



OCTOBER 2023

Membership Rules

www.sqcrops.co.uk





**SCOTTISH
QUALITY CROPS**

An industry leader in
the certification of crops
for scottish growers

TABLE OF CONTENTS

03

/ An Introduction to SQC

04

/ Overview

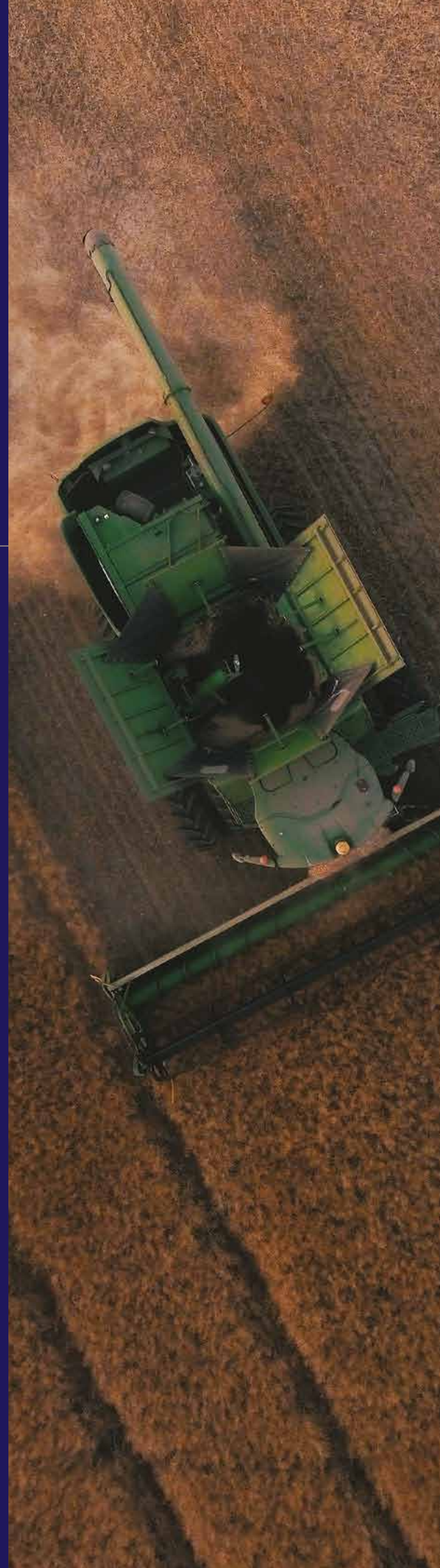
05

/ Applying to Join the Scheme

06

/ Membership Rules

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SECTION ONE

An Introduction to SQC

Scotland has taken the lead in the development of farm and quality assurance schemes. With the formation of Scottish Quality Cereals in 1994, cereal producers now have the unique opportunity to place Scotland's cereals at the premium end of the UK and European markets. In 2007, the company changed to Scottish Quality Crops to take into account that all combinable crops were now included within the scheme standards

Scottish Quality Crops was then registered by the Financial Conduct Authority (FCA) - under the Co-operative and Community Benefit Societies Act 2014 - as a Co-operative Society on 10 December 2020. SQC is a co-operative of agricultural stakeholders, run by farmers for farmers, and our priority is to support growers to access the best markets and, where possible, profit potential.

The co-operative members are:

- 📍 Agricultural Industries Confederation (AIC)
- 📍 Association of British Millers
- 📍 Maltsters Association of Great Britain (MAGB)
- 📍 National Farmers Union of Scotland (NFUS)
- 📍 Scottish Agricultural Organisation Society (SAOS)
- 📍 Scotland's Rural College (SRUC)
- 📍 Scotch Whisky Association (SWA)

Our structure is simple and straightforward – with a Board of Directors (made up of representatives from the Co-op members) and Managing Director (who undertakes the strategic direction of SQC via instruction from the Board). It is agreed that our Chair and Vice Chair will be active farmers themselves - growing arable crops or managing an arable enterprise.

SQC also has an Executive Committee – made up of the Chair, Vice Chair, Technical Director, and Managing Director.

The SQC assessment and certification services are undertaken by our Certification Body, Food Integrity Assurance (FIA) which was appointed on 01 October 2022.

Our key strategic objectives are as follows:

- 📍 To operate and manage a crop quality assurance and traceability scheme that demonstrates safe, traceable and environmentally responsible production of arable crops within Scotland.
- 📍 To represent growers' interests by providing an industry voice with relevant stakeholders including influencing emerging policy and legislation to maximise opportunities and minimise risks for SQC growers' businesses.
- 📍 To proactively communicate and engage with growers and industry stakeholders to understand market requirements and explore industry development opportunities to help improve the economic sustainability of SQC members' businesses.

Further details on SQC and its ad-hoc Committees can be found on our website or by clicking [here](#).

SECTION TWO

Overview

Scottish Quality Crops (SQC) work closely with the farmer to firmly place Scotland's crops at the premium end of the UK and European markets.

Through farm assurance, Scottish crop growers – in association with their trade partners – are responding proactively to consumer and stakeholder concerns about modern food production by ensuring food safety and addressing environmental responsibilities.

To provide this reassurance to consumers and stakeholders, Scottish Quality Crops Farms Assurance Scheme (The Scheme) has produced a set of standards (The Standards) based on the SQC Hazard Analysis and Critical Control Point plan (HACCP) and best practice methods of production which Members of the Scheme agree to implement and adhere to. Adherence is monitored through independent assessment and certification. In addition to the Standards, SQC operates separate Membership Rules i.e. this document.

As a business operating in the combinable crop [arable] sector you can apply to join the Scheme.

Participation is voluntary and is open to all crop producers in Scotland who demonstrate by independent annual assessment that they operate to the Standards and adhere to the Membership Rules.

To become and remain a Member of the Scheme, you must comply at all times with the requirements of the Standards and the Membership Rules. Please be aware that SQC may amend both, or either, of the Standards and the Membership Rules from time to time.

SQC has contracted Food Integrity Assurance Limited (FIA) as the approved Certification Body (Certification Body) to manage the Scheme including the membership, assessment and Certification Process. The Certification Body is required to adhere to SQC's operating rules and procedures to ensure that a level of service is afforded to the membership.

The Certification Body is responsible for ensuring that they have competent and trained staff to:

- 🌱 Manage applications, renewals and Member enquiries
- 🌱 Arrange and conduct assessments in accordance with the Standards
- 🌱 Manage the non-compliance and corrective evidence process
- 🌱 Handle issue management and act upon intelligence from third parties

SECTION THREE

Applying to Join the Scheme

Before applying to become a Member it is important that you read both the Membership Rules and the Standards.

Applications to participate in the Scheme must be made on an SQC application form, be accompanied by the appropriate payment and sent to SQC's appointed Certification Body for processing. Scheme fees, based on crop area, are shown on the current application form and, if necessary, SQC will be pleased to provide advice.

Copies of these documents can be downloaded from the SQC Website at <https://www.sqccrops.co.uk/documents/scheme-application-forms/> or alternatively by contacting the appointed Certification Body, via email on: info@foodassurance.co.uk or by phone: 0131 609 0558.

On receipt of an application form with the scheme fee, a new grower pack will be issued and arrangements made for an Assessment of the Applicant's farm. The purpose of the visit is to provide a report on the Applicant's capability to produce crops in a way that conforms to the Standards. The decision to approve participation will be based on the independent Assessment and Certification Process conducted by the Certification Body.

The Scheme year runs from 01 October to 30 September with renewals due in October.

You can apply to join the Scheme at any time throughout the year. However, an entire year's payment will be required regardless of the point in the payment year at which you join the Scheme e.g. if you apply and pay to join the Scheme in January and become an Approved Member, you will be required to renew your membership the following October and thereafter annually in October.

If you are not satisfied with the way your application, Assessment or certification decision has been conducted you may lodge a complaint, in writing, to the Certification Body, FIA Ltd, either by email: info@foodassurance.co.uk or by post: FIA Ltd, The Rural Centre, West Mains, Newbridge, EH28 8NZ.

All complaints and appeals will be investigated and dealt with in accordance with the Certification Body's Certification Rules and Regulations which can be downloaded from <https://www.sqccrops.co.uk/documents/scheme-documents/> or by requesting a copy direct from the Certification Body.

SECTION FOUR

Scottish Quality Crops Limited

Membership Rules

1. These Membership Rules together with the Standards (including any SQC Standard Addendums) and guidance on how the Scheme works (and any additional specific rules) that are issued from time to time by SQC, govern the terms and conditions for membership of the Scheme.
2. Definition of terms used within these Rules:

| TERM | DEFINITION |
|----------------------|--|
| 'Applicant' | Sole trader, partnership or business that is applying for membership of the Scheme. At this point the Applicant is Not Approved and may not claim to be SQC Approved or Assured. |
| 'Approved' | Approved refers to a current Certificate following the granting of certification of an Assessment. |
| 'Assessment' | <p>Assessments conducted, on behalf of the appointed Certification Body, by an approved assessor to ascertain compliance with the Standards.</p> <p>Assessments are routinely conducted following receipt of application and following renewal to ensure ongoing compliance. Additional Assessments such as 'revisits' which are conducted to ascertain compliance following the identification of non-compliances at a previous Assessment or 'spot checks' may also be conducted as necessary.</p> <p>Assessments are conducted on an annual basis and dates fixed by appointment. Assessments may be at different times of the season.</p> <p>Assessments may be announced or Unannounced and be by way of personal visit, remote Assessment via video-streaming and/or the review of documentation submitted direct to the Certification Body.</p> |
| 'Assured' | A term used to describe the status of products covered under the scope of an Approved Member (i.e. Assured crops) |
| 'Certificate' | The document that details the Approved Member's name, location and confirmation of Approved status to the Scheme. Buyers or sellers (i.e. merchants) must check the validity of the Certificate using the SQC Member Checker prior to marketing crops as Approved or Assured. |
| 'Certification Body' | An independent contractor, appointed by SQC to carry out management of Memberships and Assessment and certification of the Scheme. The current Certification Body is Food Integrity Assurance Limited (FIA). |
| 'Contractor' | A person or company that does work for other people or organisations but is not directly employed by them. E.g. a contracted sprayer operator is a person who is not employed by the grower/member, but who undertakes spraying either using their own machinery or by using the grower's/member's equipment. |

| TERM | DEFINITION |
|--|--|
| 'Certification Process' | The process to be undertaken in order to achieve Approved or Assured status – that is the application/renewal of Member, Assessment and independent technical review (certification decision). |
| 'Critical (non-compliances)' | A serious/significant non-compliance to the Standards which is critical, or a breach of the Scheme Rules or a breach of legislation which presents a serious risk to food safety, or environmental protection and that jeopardises the integrity or reputation of the Scheme. |
| 'Food Integrity Assurance Limited (FIA)' | Food Integrity Assurance Limited – the appointed Certification Body. |
| 'Grain Passport' | A document, supplied by SQC to Approved Members, which must accompany consignments of grain from the Member's holding to the point of commercial store or buyer's premises. |
| 'Grower' | This term is interchangeable with 'Applicant' and/or 'Member' |
| 'Major (non-compliance)' | A non-compliance of a mandatory requirement, where the non-compliance is potentially reversible or, where there is little or no evidence that the requirements of a standard are being met. |
| 'Member' | A Member of the Scheme – may be, but not limited to, a sole trader or business member (i.e. partnership, limited company). |
| 'Member Checker' | Database of Members and their Assured status. |
| 'Membership' | Membership of the Scheme. |
| 'Membership Rules' | Set of rules as compiled by SQC. |
| 'Minor (non-compliance)' | A non-compliance which indicates that steps have been taken to achieve compliance but there are some gaps (such as isolated or temporary lapses which do not lead to fundamental failure) but require remedial action. |
| 'New Operator' | Relates to a change of Scheme ownership, Certification Body or contractor involved with the Scheme. |
| 'Not Approved' | The status of a Certificate or Membership which indicates that the Applicant or Member's enterprise is not currently Assured under the Scheme. |
| 'Relative' | In relation to a person includes the mother, father, stepfather, stepmother, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée of that person or of that person's spouse, former spouse, civil partner or former civil partner. |
| 'Representative' | In respect of a Member, is an appointed representative or associate of that Member – i.e. Relative, shareholder, agent, employee or contractor, and therefore able to sign on behalf of the Member. |
| 'SQC Approved' or 'SQC Assured' | Either term indicates that the Member has been assessed and deemed to conform to the Scheme Standards. |

| TERM | DEFINITION |
|-----------------|---|
| 'SQC Website' | The website of Scottish Quality Cereals (sqcrops.co.uk) or any replacement website SQC may establish and operate from time to time. |
| 'Suspended' | Refers to a temporary invalidation of the Certificate pending correction of non-compliances identified by the Certification Body. If a Certificate is Suspended, the Member may not sell or make claims that their grain is SQC Approved or Assured. |
| 'The Standards' | The Scheme Standards. |
| 'Unannounced' | Where the term precedes Assessment (i.e. Unannounced Assessment or Unannounced spot check) the assessor is not required to provide advanced notification of the date of their intention to conduct an Assessment. |
| 'Withdrawn' | This refers to a Certificate that is no longer valid i.e. it has been permanently cancelled by the Certification Body for failure to comply or the Member has voluntarily left the scheme. Confirmation of the status can be validated using the SQC Member Checker. |
| 'You' | Such as Applicant or Member as the context permits. |

3. You can only gain certification and obtain 'Approved status' if You conform to the Standards and You continue to meet the requirements of these Membership Rules and the Standards at all times. Failure to comply with these Membership Rules or the Standards may result in your certification status becoming Suspended, Not Approved or Withdrawn and your Membership being terminated.
4. SQC may update these Membership Rules and the Standards at any time. You will be given notice of the specific changes made to the Standards and the date that they will come into effect. When changes are made to the Membership Rules, SQC will give You notice of the changes, when the new or amended Rules come into effect and where You can view and/or download copies of the amended Rules. You must ensure full compliance with all such changes to the Standards and the Membership Rules in order to retain SQC Assured status.
5. SQC may, from time to time, publish (including via the SQC Website) additional specific rules and guidance which will be supplementary to, and deemed to be part of these Membership Rules.
6. These Membership Rules are in addition to any statutory requirements. Nothing in these Membership Rules shall be deemed to provide exemption from current legislation and You must comply with all legislation relevant to the Standards, applicable to your enterprise and/or products at all times.
7. Where the words 'include(s)', 'including' or 'in particular' are used in these Membership Rules, they are deemed to have the words 'without limitation' following them.

Application

8. Any sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by SQC) engaged in (arable or combinable crop) farming activities located in Scotland which is covered by the Scheme, may apply for Membership.
9. Subject to Rule 23, if the Applicant has more than one farm, and especially if the farms are some distance apart, there may be a need for an additional fee or separate Membership without prejudice to that discretion. Farm business(es) with additional storage unit(s) 15 miles or more from the main unit will be subject to an additional charge to cover the additional unit(s) annual Assessment. However, every effort will be made to minimise the costs in such cases.
10. You must apply for Membership through the SQC appointed Certification Body.
11. A new scheme Applicant must disclose on registration whether they – or any legal predecessors - are a current, or have been a previous participant of SQC or another voluntary crop scheme in the last 5 years, and if so they must make available, to the Certification Body, all relevant information including the mass balance data, Assessment reports and any details of any decisions to suspend or withdraw their Certificate in this 5 year period. A full explanation on mass balance data is available [here](#).
12. SQC shall exclude from the Scheme growers who do not disclose the information as specified above and are subsequently found to be in breach of the Membership Rules.
13. A new Applicant that is 'Suspended' or has had its Certificate Withdrawn under another voluntary crops scheme will not be permitted to join.
14. A new scheme Applicant must disclose whether they have had a different legal form or name in the past 12 months.
15. Each sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by SQC) farming must be registered as a Member in its own right in order to exercise the rights afforded by Membership and each Member must have at all times a named nominated person or Representative who has responsibility for the management decisions and operating systems being assessed. This means that the Membership must be held by the sole trader, partnership, limited or unlimited company or limited liability partnership (or other form of trading entity approved by SQC) named trading the final product. See also Rule 9 requirements in relation to additional units.
16. The Representative of the Applicant business must sign the Membership application form provided by the Certification Body and subsequent renewal application forms. SQC and its' Certification Body shall be entitled to assume that the Representative is authorised to sign such forms on your behalf. By submitting an application or renewal fee and associated forms, You are agreeing to be bound by these Membership Rules, the Standards and Regulations of the Certification Body.
17. Any false or misleading statements made on the Membership or renewal application forms, during Assessment or in any other communication (written or verbal), may lead to suspension or withdrawal of your certification and may have the potential to exclude You from future Membership. You must provide, upon request by SQC or its' Certification Body, any information relevant to conformance with the Standards or Membership Rules.
18. Any act or omission to act (whether by You, your Representative, employees or agents or a third party and whether or not in relation to your premises, site or holding/s) which impacts on your compliance with the Standards, the Membership Rules or any relevant legislation, will be deemed to be your responsibility for the purpose of assessing your compliance with the Standards or these Membership Rules. Any rights and remedies available to and sanctions imposed by SQC or the Certification Body in respect of any

non-compliance to the Standards or breach of these Membership Rules may, at the discretion of SQC or the Certification Body, be deemed to apply also to any other person who operates or proposes to operate from the same premises, site or holding as you and who is or wishes to become a Member.

19. At the time of the Assessment, a check will be made that farm records and circumstances support the declaration of crop area (as defined in the application form) and the calculation of the Scheme fee. If a discrepancy is found in the crop area, the grower may be subject to a fine of five times the total amount of outstanding fee.
20. It is the responsibility of the grower to notify the Certification Body of any change of business circumstances prior to, during or after their annual Assessment e.g. any changes in hectareage must be declared; any additional stores must be assessed prior to use; any change in spray operator must be declared.
21. If during the initial Assessment it is identified that the Applicant was previously found to be non-compliant with any of the requirements of the Renewable Energy Directive (RED) (EU) 2018/2001 this information will be brought to the attention of SQC.
22. Refunds will not be awarded.

Holdings, Sites, Stores

23. You must disclose in your Membership or renewal application form all holdings, sites and stores which you want to be included in the scope of your certification (see Rule 09).
24. Subject always to Rules 09 and 23, where a Membership or renewal application form lists more than one holding, site or store, they must all be managed on a day-to-day basis by the same person. A separate application must be made in respect of any holding, site or store of a Member which is managed on a day-to-day basis by a different person. If it is uncertain who manages any holding, site or store, SQC or the

Certification Body may require you to provide such documentary evidence as it sees fit and its decision shall be final, subject always to Rules 76, 77 and 78 (Complaints and Appeals Procedure).

Initial Assessment & Certification

25. A full initial Assessment must be completed and you must comply to all the Standards before your certification can be progressed and your Membership confirmed.
26. The initial Assessment must be by appointment and will be carried out during normal working operations with the Applicant or their Representative in attendance.
27. To enable a full Assessment to take place you must allow the assessor access to all parts of the holding, site, store and machinery, key members of staff and records/documents to which he/she reasonably requests access (or take all steps necessary to facilitate a remote visual Assessment, such as via video-streaming and/or by submitting documents and records to the Certification Body as directed).
28. Without prejudice to Rule 53 an assessor may refuse to conduct or finish an Assessment:
 - (i) If he/she believes the presence of a third party may, intentionally or otherwise, influence its outcome in an inappropriate manner;
 - (ii) If he/she feels threatened or that he/she has been subjected to abusive behaviour at any time during the visit; or
 - (iii) If the site is empty or non-operational i.e. not producing / growing crop within the current scheme year.
29. If any of the Standards have not been met, a non-compliance will be raised. Certification will be dependent upon you carrying out improvements and providing corrective evidence to the satisfaction of the Certification Body within the specified timescales.

30. Where a new Applicant fails to provide suitable corrective action within the specified timescales they will be advised in writing that they will be Withdrawn from the Scheme. If they wish to re-join the Scheme, they will need to complete the application process again.
31. Certificates only relate to the assessed holding(s) or site(s) and are not transferrable to any other holding or site or to any other business or person. All such Certificates remain the property of the Certification Body. Whilst Certificates may be useful in confirming SQC Approved or SQC Assured status, the definitive proof (validity) of Certification is the online SQC Member Checker which is managed and operated on behalf of SQC.
32. Any grower engaging in fraudulent activity with the SQC Grain Passports will have their Certificate Suspended and Membership may be Withdrawn from the Scheme and only re-admitted at the discretion of the Board.
- (ii) A change in the name of the Representative who manages on a day-to-day basis your site/s covered by your certification;
- (iii) Changes to an activity being carried out on the holding which may impact your ability to meet the Scheme Standards.
35. If you are the subject of an event described in Rule 53 or if any action is taken which is likely to lead to such an event, you must inform the Certification Body immediately 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.
36. If, where you are a company or limited liability partnership, one of your members or any other person (including any group company) with whom you are connected, is the subject of an event described in Rule 53 or if any action is taken which is likely to lead to such an event, in circumstances which could result in you being unable properly to perform your obligations as a Member under these Membership Rules, you must inform the Certification Body immediately, 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.

Membership Renewal

33. Your Membership must be renewed annually. Failure to renew within the timescale indicated in renewal notifications, will result in your Membership being Withdrawn. If you subsequently apply again to be a Member, you will be treated as a new Applicant and a full initial Assessment will be required. In such cases your Membership and certification will not be backdated.

Material Changes

34. You must keep the Certification Body informed of any material changes to your operation (when compared to the operation as at the date of the most recent Assessment) which might affect your certification. Examples of 'material changes' include (but are not limited to):
- (i) Additional holdings or sites (e.g. where grain stores are located);

Changing Certification Body

37. If SQC appoints a new Certification Body, your Membership will automatically be transferred to the new Certification Body and they will become responsible for the Membership, Assessment and certification over a transition period. Full details on any transition arrangements and how this will affect you will be made available in the event of this happening.

Routine Assessments & Spot Checks

38. You must allow the Certification Body's appointed assessors to carry out routine Assessments, revisits

and spot checks, whether in person or remotely (whether via video streaming and/or review of documents and records provided to the Certification Body as required) and where Assessments are requested to take place remotely you must take all reasonable steps to enable Assessments to take place.

- 39.** The Assessment will be arranged by the assessor. Failure to arrange an Assessment within two weeks of initial contact from the assessor will result in your Certificate being Suspended and potentially being Withdrawn from the Scheme.
- 40.** Each of SQC, the Certification Body and any third party duly authorised to act on behalf of either or both of them has the right to carry out an Assessment or spot check at Short Notice or Unannounced. This includes allowing competent authorities of Member States to supervise operations / allowing competent authorities of Member States access to premises where relevant and requested. Members failing or unwilling to comply with this requirement shall be respectively excluded from participating in the SQC scheme.
- 41.** The assessor may be accompanied by an observer.
- 42.** If any of the Standards have not been met, a non-compliance will be raised. Certification will be dependent upon you carrying out improvements and providing corrective evidence to the satisfaction of the Certification Body within the specified timescales.
- 43.** Where a Member fails to provide corrective action within the specified timescales they will be advised in writing that their certification will be Suspended and may be Withdrawn from the Scheme. If they wish to re-join the Scheme, they will need to complete the application process again.

Special Conditions of Certification

- 44.** SQC and the Certification Body shall each be entitled, at any time and each in its absolute discretion, to specify 'Special Conditions of Certification' for your Membership and/or continued certification. This may

include:

- (i) Additional announced or, if so specified, Unannounced Assessments or spot checks by the Certification Body over and above the normal routine Assessments, all such additional Assessments and spot checks being at your cost: and
- (ii) Obtaining evidence from a third party expert (nominated by SQC or the Certification Body and appointed at your cost) that the Standards are being met.

Fees

- 45.** You must, on initial application and annually thereafter, pay to SQC an annual Membership fee. The Certification Body will issue renewal notices on behalf of SQC and you will be notified prior to any changes to the Membership fee. Full details on the Scheme fees – and how they are calculated - are available on the SQC Website by clicking [here](#).
- 46.** You must pay any additional charges which may be imposed for:
- (i) Visits to additional holdings/sites not close to the main holding or site;
 - (ii) Visits to additional holdings/sites notified to the Certification Body after any previous Assessment;
 - (iii) The assessor having to return, whether to complete an Assessment report where, through no fault of the assessor, it could not initially be completed in full, or to check that non-compliances have been rectified;
 - (iv) Any additional Assessments or spot checks required under any Special Conditions of Certification specified by SQC or the Certification Body
 - (v) Cancelling an Assessment within 72 hours of the agreed Assessment date

47. You are responsible for any external third-party fees required to meet the requirements of the Standards and any Special Conditions of Certification specified under Rule 44.
48. You are responsible for any costs you incur in meeting the Standards and rectifying non-compliances.
49. If you fail to pay any fees required to be paid by you under the Membership Rules, SQC or the Certification Body shall each be entitled to reject your Membership or renewal application or to suspend or withdraw certification for any relevant Membership.

Suspending Certification

50. The Certification Body has the right to suspend your Certification (non-approved) if:
- (i) You unreasonably delay or refuse a routine Assessment, revisit or spot check;
 - (ii) Circumstances on a relevant holding or site prevent the assessor from completing an Assessment in full;
 - (iii) They identify a Critical non-compliance. When a Critical non-compliance is identified, the Certification Team will review the evidence and will contact SQC via telephone and email. This may result in withdrawal of the Certificate and ultimately Membership;
 - (iv) They identify a Major non-compliance – pending the completion and submission of satisfactory corrective action;
 - (v) An excessive number of non-compliances are found during an Assessment which indicate failure to comply with the Standards;
 - (vi) The same non-compliance is found on successive Assessment visits;
 - (vii) You fail to rectify any non-compliances within a

specified timescale;

- (viii) You fail to comply with the Membership Rules or the Standards;
- (ix) Evidence which the Certification Body or SQC reasonably believes to be reliable is received from a third party, indicating that you are not complying to the Standards to a material extent or
- (x) Failure to pay any fees due (see Rule 49)

If your Certificate has been Suspended and you do not take the necessary required action to rectify the situation within the agreed timeframe, your Certificate will be Withdrawn with immediate effect by written notice served by the Certification Body. Your Membership will automatically be terminated by SQC.

Termination of Membership & Withdrawing Certification

51. Each of SQC and the Certification Body may refuse applications or impose particular conditions for re-entry into the Scheme where the application relates to a business, holding, site and/or store in respect of which certification has previously been Withdrawn in accordance with the Membership Rules (and even if all relevant non-compliances have been rectified).
52. Each of SQC and the Certification Body will not accept a Membership or renewal application (including from a new Applicant) if the application relates to an enterprise, business, holding, site and/or store in respect of which Membership or certification conditions or other restrictions have been imposed under the Membership Rules and remain outstanding or in place (as the case may be), unless it can be demonstrated to the satisfaction of SQC and the Certification Body that the Applicant Business is not connected to the Member subject to those conditions, restrictions or sanctions (other than being connected purely in terms of operating from the same holding, site or store) and there are no other reasons for refusing such an application.

- 53.** Each of SQC and the Certification Body may, in its absolute discretion, refuse an application for Membership, and/or the Certification Body may withdraw certification and/or SQC may, by written notice, immediately terminate your Membership:
- (i) If you fail to comply with the Membership Rules and/or the Standards;
 - (ii) It is considered necessary to do so to prevent SQC or the Scheme from being brought into disrepute;
 - (iii) If any act or omission by you or any of your Representatives (a) has brought or may, in the reasonable opinion of the Certification Body or SQC, bring SQC or the Scheme into disrepute or (b) has damaged or may, in the reasonable opinion of the Certification Body or SQC, damage the integrity of the Standards;
 - (iv) If, notwithstanding the rights under Rule 28, an assessor, employee or officer of the Certification Body or SQC feels threatened or that he/she has been subjected to abusive behaviour by you or any of your Representatives;
 - (v) If a material breach by you of the Membership Rules (including a Major non-compliance to the Standards) which is not capable of being remedied has occurred or a material breach by you of the Membership Rules (including a Major non-compliance to the Standards) which is capable of remedy has not been remedied within 30 days (or such other period as SQC or the Certification Body notify you in the case of a Critical non-compliance of the Standards) after service of a written notice requiring it to be remedied;
 - (vi) Upon your voluntary or compulsory bankruptcy or liquidation, the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of your assets, or your entry into any composition or arrangement with your creditors;

- (vii) If you are subject to a change of control (“control” being defined as in the Income and Corporation Taxes Act 1998) which, in the reasonable opinion of SQC or the Certification Body, is likely to have a detrimental effect on the integrity, goodwill or reputation of SQC, the Certification Body, the Standards or the associated SQC logo;
- (viii) In the event of an act of gross negligence or fraud on your part or the part of any of your Representatives;
- (ix) If, after your certification has been Suspended under Rule 50, you do not take the necessary action to rectify notified non-compliances within the agreed timescales;
- (x) If you fail to pay any amount owing to SQC or the Certification Body under the Membership Rules;
- (xi) If SQC ceased to operate the Scheme.

For the avoidance of doubt, if your Certificate is Withdrawn, you shall automatically cease to be a Member.

Voluntary Withdrawal of Membership (by Member)

- 54.** You may give notice in writing to terminate your Membership in the event of the voluntary or compulsory winding-up or liquidation of SQC, the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of the assets of SQC, or SQC entering into any composition or arrangement with its creditors.
- 55.** You may at any time give notice in writing to immediately terminate your Membership.
- 56.** In the event of voluntary withdrawal, no refunds will be awarded.

Indemnity & Inadequacy of Damages

- 57.** You undertake to indemnify SQC and the Certification Body 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 SQC or the Certification Body arising out of or in connection with any event or circumstance referred to in the Membership Rule 50 (i) to 50 (xi) (inclusive) or any other breach by you of the Membership Rules.

- 58.** Without prejudice to any other rights or remedies that SQC or the Certification Body may have, you acknowledge and agree that damages alone may not be an adequate remedy for any breach by you of the Membership Rules. Accordingly, SQC and the Certification Body shall be entitled to the remedies of interdict, specific implement or other equitable relief for any threatened or actual breach of the Membership Rules.

Prosecutions, Regulatory Sanctions & Third Party Evidence

- 59.** You must notify the Certification Body of any prosecution that has at any time been brought or is likely to be brought against you or any of your Representatives, or in relation to any Enterprise, business, site or holding store owned or occupied by you or any of your Representatives referred to in a Membership or renewal application, which relates to any issues covered in the Standards, including food safety, product traceability, trade description, environmental legislation or relevant consumer protection legislation.
- 60.** For the purpose of the Membership Rule 59, 'prosecution' shall include, in respect of farms, any penalty relating to Cross Compliance requirements that directly relates to issues covered in the Standards.
- 61.** You will be asked to sign a declaration relating to prosecutions and penalties on the initial Membership application form, renewal forms and other Scheme documents. Any information relating to such matters received by SQC or the Certification Body will be

investigated and appropriate action taken.

Confidentiality & Data Protection

- 62.** Your details will be treated in confidence as set out below, and your personal data will be treated in accordance with the terms of our Privacy Policy. SQC and the Certification Body may, however, provide to any third parties who have a legitimate interest in know the same (including your customers and suppliers), details of your certification status (being applied, Approved, Not Approved, Suspended, Withdrawn or a non-member), the date of your last Assessment, your certification expiry date and your certification renewal date. This information may be made available through the online SQC Member Checker and lists of certified, Not Approved and/or Withdrawn Members may be published by SQC from time to time.
- 63.** If a matter arises which is or could constitute or lead to an infringement of any laws or regulations relating to the scope of your Membership either (i) by you or any of your Representatives or (ii) which is connected directly or indirectly to you, your Membership or any Enterprise, you agree that any relevant regulatory or administrative body or agency, including Food Standards Scotland, the National Food Crime Unit, the Animal Plant Health Agency, Local Authorities, the Rural Payments Agency, the Scottish Environment Protection Agency, Natural Scotland, and any of their respective successor bodies and agencies and any third party acting in good faith on their behalf or in their interests, shall be entitled to provide SQC and/or the Certification Body any reports or documentation produced by such body, agency or third party in respect of the relevant matter (whether or not requested by SQC or the Certification Body) and that each SQC and the Certification Body may request such reports or documentation produced by such body, agency or third parties. Each such Body, Agency and Third Party shall be entitled to rely on your Membership or former Membership of SQC as your consent under this Rule, to the disclosure of such reports and documentation to SQC or the Certification Body and their entitlement to take account of them in their decision making.

64. Without limited Membership Rules 62 and 63, each of SQC and the Certification Body may transfer data and information about your certification and Membership to their respective successors and any New Operator(s) of all or part of the Scheme.
65. SQC shall be entitled to produce and publish statistical reports drawing upon aggregated Scheme performance data, provided that individual performance data cannot be traced back to you.
66. Membership data may be retained on SQC's databases (subject always to the provisions of Membership Rules 62, 63 and 64) ten years after you have ceased to be a Member (or such longer period as SQC reasonably considers necessary to enable it effectively to monitor trends in Membership and performance).
67. SQC is entitled to receive copies of Assessment reports from the Certification Body.
68. In exceptional circumstances, where an assessor comes across evidence of an immediate and significant risk of unacceptable practices, food contamination or environmental pollution, SQC and the Certification Body may each immediately notify any competent authority, notwithstanding any other provision of the Membership Rules or any other agreement you may have with either SQC or the Certification Body.

Use of Logo

Using Member Logos: for so long as you are a Member, you are entitled to indicate that you hold a Certificate of conformity to the Standards and, for that purpose only, you may refer to your operations (but only insofar as they are covered by your Certificate of conformity) as SQC Approved or SQC Assured.

69. As a Member, you shall not use (or authorise or license others to use) the Member Logos and/or the SQC's logo or name in any way other than as expressly

permitted in the Membership Rules 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 Member Logos and/or the SQC 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 Member Logos and/or the SQC logo; nor shall you register or attempt to register any company in a name which is or could reasonably be regarded as similar to the name 'Scottish Quality Crops'. You will not oppose or cause any oppositions to be filed to any trade mark or certification mark application filed by or on behalf of SQC, nor object to or take any adverse action in respect of any of SQC's trade mark or certification mark registrations; nor will you register or attempt to register the Member Logos and/or the SQC Logo or name, or any name, mark, sign or device which is or could reasonably be regarded as similar to the Member Logos and/or the SQC logo or name, anywhere in the world or otherwise cause any question to be raised concerning SQC's ownership of the Member Logos or the SQC 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 SQC, the Scheme Logos or the SQC Logo.

70. Your right to use any Member Logo and/or the SQC name in accordance with these Rules:
- (i) May be terminated by SQC on one month's written notice
 - (ii) May be terminated by SQC immediately on written notice if You fail to observe the provisions of the Membership Rules or the directions of SQC with regards to the use of such logos; and
 - (iii) Will automatically terminate if your Certificate has been Withdrawn or your Membership is terminated for any reason or has expired (and is not renewed in accordance with Rule 33).

Limitation of Liability

The total liability of SQC to a Member shall not exceed the annual Membership Fee payable to be a Member of SQC in respect of the relevant year. Without prejudice to the foregoing generality SQC shall have no liability to a Member in respect of:

- Loss of profits
- Loss of sales or business
- Losses of agreements or contracts
- Loss of or damage to goodwill, or
- Indirect or consequential loss.

Variation of the Membership Rules & the Standards

71. SQC shall be entitled at any time to change and update the Standards and the Membership Rules. You will be given notice of any specific changes made to the Standards and when they will come into effect. When changes are made to the Membership Rules, SQC will give You notice of that fact and confirm in such notice when the amended Membership Rules will come into effect and how You can view and download or otherwise obtain the amended Membership Rules. SQC and the Certification Body shall each be entitled at any time to change its operating procedures where, in its absolute discretion, it considers it necessary to do so. You will be given advance notice of any such changes to operating procedures and of when they will come into effect.

Force Majeure

72. SQC shall not be liable to a Member if any delay or failure by SQC or its employees, officers, agents or independent contractors to perform their obligations under the Membership Rules or any related agreement is the result of a Force Majeure Event.

For the purposes of this Membership Rule, 'Force Majeure Event' means an event, circumstance or cause beyond the reasonable control of SQC (or its employees, officers, agents or independent contractors).

No Waiver

73. A waiver of any right of SQC under the Membership 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 SQC in exercising any right or remedy under the Membership 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

74. A notice given under or in connection with the Membership Rules shall be in writing and:

- (i) In the case of a notice to SQC, sent by email to: Teresa.dougall@scottishqualitycrops.co.uk or by first class post to SQC's registered office from time to time; and
- (ii) 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 or renewal application (or such replacement email or postal address as may subsequently have been notified in writing to SQC) 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.

75. A notice shall be deemed to be delivered by 09:00 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 & Appeals Procedure

76. If You wish to raise a formal complaint (such as a formal expression of dissatisfaction about SQC's personnel, services, decisions, contractors or the services of the Certification Body) you should supply details of the complaint and supporting evidence in accordance with SQC's Complaints Procedure, a copy

of which will be provided upon request (provided that where your complaint relates to a SQC decision or to the outcome of any appeal to your Certification Body your complaint must be sent to SQC within 28 days after the date of the SQC decision or (as the case may be) within 28 days after You have been notified of the outcome of the appeal to the Certification Body).

77. If You are not satisfied with the way your Application, Assessment or any certification decision has been conducted, You may lodge an appeal in writing with your Certification Body within such period the Certification Body may stipulate from time to time. All such appeals will be investigated and dealt with in accordance with the Certification Body's appeal procedure or, if so directed, SQC's appeal procedure. Copies of the relevant appeal procedure will be provided by the Certification Body (or SQC as appropriate) upon request.
78. Decisions taken by SQC to terminate your Membership at any time are subject to a right to appeal in accordance with SQC's appeal procedure. Copies of the SQC appeal procedure will be provided by SQC upon request.

NOTE – All documents in relation to the SQC Complaints and Appeals Procedure are also available by clicking [here](#).

Entire Agreement, Third Party Rights & Governing Law

79. The Membership Rules (and any documents referred to in the Membership Rules) supersede any previous agreement between SQC and the Member in relation to the matters dealt with herein and represent the entire agreement and understanding between SQC and the Member in relation thereto. The Member agrees that, by becoming a Member it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Membership Rules.

80. Unless it expressly states otherwise, the Membership Rules do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 or any third party to enforce or otherwise invoke any term of the Membership Rules.
81. The Membership Rules shall be governed by and be construed in accordance with Scots law. The parties submit to the exclusive jurisdiction of the Scottish Courts in respect of any dispute that arises out of or in connection with the Membership Rules or their subject matter (including non-contractual disputes).



GET IN TOUCH

**We welcome enquiries regarding
the Assurance Scheme**

ADDRESS

c/o Food Integrity Assurance
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Ingliston, Newbridge, EH28 8NZ

PHONE

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EMAIL

info@foodassurance.co.uk

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