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## QMS Assurance Schemes

# Membership Rules



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# Quality Meat Scotland – Membership Rules

## 1. Overview

The Quality Meat Scotland (QMS) Assurance Schemes include a series of integrated standards covering the whole of life supply chain (the Standards). The Standards apply to the different farming enterprises or sectors that are covered by the QMS Schemes – QMS Cattle & Sheep Scheme, QMS Pigs Scheme, QMS Auction Market & Collection Centre Scheme, QMS Haulage Scheme, QMS Feed Scheme and QMS Processor Scheme (each referred to as a 'Scheme').

As a business operating in the farming or food supply industry, you can apply to join the Scheme or a combination of the Schemes that suits your business needs. If you participate in a Scheme you are, for the purposes of the QMS Membership Rules (the Membership Rules), a member of that Scheme.

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

QMS has contracted Food Integrity Assurance Limited (FIA) as the approved Certification Body to manage the Schemes, including the membership, assessment and certification process. The Certification Body is required to adhere to QMS's operating rules and procedures to ensure that an appropriate level of service is afforded to the membership. The Certification Body is responsible for ensuring that it has 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.

## 2. How to Apply

You can apply to join the Scheme(s) at any time throughout the year, however, the payment year for each Scheme is detailed below and an entire year's payment will be required regardless of the point in the payment year at which you join the Scheme.

SCHEME	SCHEME YEAR	RENEWAL DUE
QMS Cattle & Sheep	1st April to 31st March	April
QMS Pigs	1st April to 31st March	July
QMS Feed	N/A	July
QMS Haulage	1st April to 31st March	July
QMS Auction Market & Collection Centres	1st April to 31st March	July
QMS Processor	1st April to 31st March	July
QMS UK GI	1st April to 31st March	July

If you operate more than one farming enterprise or food supply chain activity, you can select those Schemes in respect of which you wish to be assessed and certified. If applying for more than one enterprise or activity you may be entitled to a discounted payment and the Certification Body will, where possible, co-ordinate any assessment(s) together in a single visit.

### Applying to join a Scheme

Before applying to become a member, it is important that you read both the Membership Rules and the Standards of the Scheme(s) of which you wish to become an Approved Member. Copies of these documents can be downloaded from the QMS website [www.qmscotland.co.uk/whole-chain-assurance](http://www.qmscotland.co.uk/whole-chain-assurance) or you can contact the Certification Body – email [info@foodassurance.co.uk](mailto:info@foodassurance.co.uk) or call 0131 609 0558.

### 3. Membership Rules

**3.1** These Membership Rules together with Standards, any Scheme Standard addendums and guidance on how the Scheme works that are issued from time to time by QMS, govern the terms and conditions for membership of any scheme.

**3.2** Definition of terms used within these Membership Rules:

TERM	DEFINITION
<b>'Additional grazing'</b>	Additional grazing locations where Members graze stock that is linked to a membership.
<b>'Additional holding'</b>	Additional holding or site that is used for housing stock in a building that is linked to a membership.
<b>'Applicant'</b>	Sole trader, partnership, company or other business that is applying for membership of a Scheme. At this point the applicant is not approved and may not claim to be QMS Approved.
<b>'Assessment'</b>	<p>Assessments conducted by an assessor approved by the Certification Body to ascertain compliance with the Standards of the relevant Scheme.</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 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>
<b>'Certificate'</b>	The document that details the Approved Member's name, location and approved enterprises by Scheme. Buyers or sellers (i.e. auction markets) must check the validity of the certificate using the QMS traceability checkers prior to representing themselves as being QMS Approved and/or marketing stock or product as QMS Assured. Further information can be found under 'traceability checkers'. 'Certification' shall be construed accordingly.
<b>'Certification'</b>	Certified by the Certification Body as being QMS Approved.
<b>'Certification process'</b>	The process to be undertaken in order to achieve QMS Approved status – that is the application for/renewal of membership, assessment and independent technical review (leading together to a certification decision).
<b>'Certification Body'</b>	An independent contractor, appointed by QMS to carry out management of membership and assessment and certification for the purposes of the Schemes. The current Certification Body is Food Integrity Assurance Limited (FIA).
<b>'Certification Rules'</b>	The rules and regulations of the Certification Body as published by it from time to time.
<b>'Enterprise'</b>	A farming enterprise or supply chain activity which is covered by the Standards.
<b>'Food Integrity Assurance Limited (FIA)'</b>	Food Integrity Assurance Limited – the appointed Certification Body.
<b>'Member'</b>	A Member of the Scheme(s) – may be, but is not limited to, a sole trader or business Member (e.g. partnership, limited company).
<b>'Membership'</b>	Membership of the Scheme(s).

<b>'Membership Rules'</b>	These Membership Rules of the QMS Assurance Schemes.
<b>'Product'</b>	Used to define the product or service assured under the Standards. For example, Cattle, Haulage or Auction Market.
<b>'QMS Approved'</b>	The term used to indicate that the Member has been assessed and certified to conform to the relevant Standards and is complying with the QMS Membership Rules.
<b>'QMS Assured'</b>	The term used to indicate that the product is supplied by a Member who is QMS Approved.
<b>'QMS website'</b>	The website of QMS, <a href="http://www.qmscotland.co.uk">www.qmscotland.co.uk</a> (or any replacement website QMS may establish and operate from time to time).
<b>'Recommended Standard'</b>	A recommendation does not require any corrective action.
<b>'Relative'</b>	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, stepsister, stepbrother, 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.
<b>'Representative'</b>	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.
<b>'Short notice'</b>	In respect of an assessment or spot check, the assessor will notify you no more than 48 hours prior to the day of the assessment.
<b>'Spot check'</b>	A short notice or unannounced assessment which usually pertains to validating that non-compliances raised at the previous assessment have been addressed and are not recurring, random or when an additional enterprise has been added, i.e. cattle or sheep to an existing membership.
<b>'Standards'</b>	Scheme Standards of each farming enterprise or food supply chain activity. The current farm Schemes are QMS Cattle & Sheep and QMS Pigs. The current supply chain Schemes are QMS Feed, QMS Haulage, QMS Auction Market & Collection Centre and QMS Processor.
<b>'Suspended'</b>	A temporary certification status which indicates that the certificate has been suspended and the Member may not claim that they are QMS Approved or that their products are QMS Assured while the certificate status is suspended.
<b>'Terminated'</b>	The term used when a membership is ended.
<b>'Traceability checkers'</b>	Database of Members maintained by QMS for verification of approval status. These come in a variety of forms: <ul style="list-style-type: none"> <li>• Scotch Potential Eligibility cattle checker (SPECC) for verification of the cattle eligible for the brands (available to all)</li> <li>• PGI/UKGI checker – available to markets and abattoirs only</li> <li>• Members checker – hosted on the QMS website available to all (registration is required).</li> </ul>
<b>'Unannounced'</b>	In respect of an assessment or spot check, the assessor is not required to provide (and will not provide) advanced notification of the date of their intention to conduct an assessment.
<b>'Withdrawn'</b>	The status applied to Members who are no longer QMS Approved. Confirmation of the status can be validated using the traceability checkers (see also 'suspended' above).
<b>'You'</b>	The applicant or Member as the context permits.

**3.3** 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.

**3.4** You can only gain certification and obtain QMS Assured or QMS Approved status for an enterprise and/or product to which your application relates if you conform to the Standards that are applicable

to that enterprise and/or product and you continue to meet these Membership Rules and the Standards at all times. Failure to comply with these Membership Rules and/or the applicable Standards may result in your certification status being suspended and potentially withdrawn and your membership being terminated.



## ➔ Quality Meat Scotland – Membership Rules (continued)

- 3.5** QMS may update these Membership Rules and the Standards at any time. When changes are made to the Membership Rules, QMS will give you notice of the changes, when the new or amended Membership Rules come into effect and where you can view and/or download copies of the amended Membership Rules. You must ensure full compliance with all such changes to the Standards and the Membership Rules to retain QMS Approved Certification and membership status.
- 3.6** QMS may, from time to time, publish (including via the QMS website) additional enterprise and/or product specific rules and guidance which will be supplementary to and deemed to be part of these Membership Rules.
- 3.7** 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.
- 3.8** Use of Logo/QMS Assured or Approved Status/Farm Sign – QMS Approved Members of the QMS Cattle & Sheep Assurance Scheme can apply for a farm sign. Further details can be found on the QMS website, [www.qmscotland.co.uk](http://www.qmscotland.co.uk). Members of any of the Schemes wishing to use the Scheme logos should contact QMS direct for further information at [info@qmscotland.co.uk](mailto:info@qmscotland.co.uk)

## 4. Application

- 4.1** Any sole trader, partnership, company or limited liability partnership (or other form of trading entity approved by QMS) engaged in farming activities or carrying out an enterprise located in Scotland which is covered by a Scheme, may apply for membership.
- 4.2** It is a condition of membership that the Certification Body has certified the relevant Member's compliance with the Standards of the relevant Scheme(s) and has not previously suspended or withdrawn that certificate. Conditions for re-entry to the scheme are covered in section 13.
- 4.3** You can apply to join the Scheme for a single enterprise or combination of enterprises that fit your business needs. In the case of the Cattle and Sheep Scheme, if both species are farmed, both must be assessed and certified. Only species which are available to be assessed can be added to the application/membership. If on the day of the assessment only cattle are present, then this is the enterprise that will be assessed and be included in the certification process. If you wish to add sheep at a later stage, it will be necessary to have a further assessment, usually a spot check (but QMS reserves the right to require a full assessment), the outcome of which will go through the certification process.
- 4.4** There is an option to become a crofting group membership. Crofting groups can be made up of a number of individual crofts, all of which must be registered crofts and proof of this must be provided at the point of application.
- 4.5** For the Haulage Scheme, Members must notify the Certification Body of any changes to their wagons/ trailers throughout the year to ensure the traceability checkers are updated accordingly. You may not claim that you are QMS Approved until you have received formal notification of certification and a certificate from the Certification Body.
- 4.6** You must apply for membership through the Certification Body.
- 4.7** Each sole trader, partnership, company or limited liability partnership (or other form of trading entity approved by QMS) farming or carrying out an enterprise 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 functional responsibility for the management decisions and operating systems being assessed. See **Rule 5 (Holdings, Sites and Vehicles)** for the requirements in relation to multiple units.
- 4.8** The representative of the applicant must sign the membership application form provided by the Certification Body and any subsequent renewal application forms. QMS and the Certification Body shall be entitled to assume that the representative is authorised to sign such forms on behalf of the applicant. By submitting an application and associated forms or paying a renewal fee, you are agreeing to be bound by these Membership Rules and the Certification Rules.
- 4.9** 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 certificate by the Certification Body and this may have the potential to exclude you from future membership. You must provide, upon request by QMS or the Certification Body, to QMS or the Certification Body, as the case may be, any information relevant to conformance with the Standards, these Membership Rules or the Certification Rules.



## 5. Holdings, Sites and Vehicles

- 5.1** You must disclose in your membership or renewal application form all holdings, sites and/or vehicles which you want to be included in the scope of your Certificate (relevant to the Scheme(s) you are applying to join). See **Rules 5.2 to 5.4** below.
- 5.2** Subject always to **Rules 4.3, 5.3** and **5.4**, where a membership or renewal application form lists more than one holding, site or vehicle, they must all be managed on a day-to-day basis by the same person. A separate application must be made, by the relevant person, in respect of any holding, site or vehicle of a Member which is managed on a day-to-day basis by a person other than that Member. If there is any uncertainty over whom any holding, site or vehicle is managed by, QMS 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 **Rule 23 (Complaints and Appeals Procedure)**.
- 5.3** Unless QMS or the Certification Body otherwise permits in writing in its absolute discretion, separate membership or renewal applications will be required in accordance with the following principles or as QMS or the Certification Body may direct:

ENTERPRISE/ACTIVITY	SEPARATE MEMBERSHIP FOR EACH:
Farms	<ul style="list-style-type: none"> <li>Enterprise</li> <li>Holding/site within each such enterprise subject to the provisions of <b>Rule 5.4</b> below.</li> </ul>
Livestock transport	Any operator of a commercial livestock vehicle.
Livestock market	Site with separate animal gatherings order approval number.
Collection centre	Holding number.
Meat processing	Site with separate FSS approval number.

- 5.4** Additional farm holdings may be allowed within an application for a main site or holding provided the additional holdings fall within the relevant description set out in the following table and subject always to such holdings being managed on a day-to-day basis by the same person.

CATTLE & SHEEP	PIGS
Main site + additional holding(s) where livestock are kept and additional grazing.	Main site + max of three small nursery or finishing units.
Additional holding(s) must be within 15 miles to the main site or holding.	

## 6. Initial Assessment and Certification

- 6.1** Assessment and certification are conducted by the Certification Body. A full initial assessment must be completed and you must comply with all the Standards (excluding Recommended Standards) before your certification can be progressed by the Certification Body.
- 6.2** To enable a full assessment to take place, you must allow the assessor access to (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):
- (i) All parts of the holding, site or vehicle, key Members of staff and records/documents to which the assessor reasonably requests access; and
  - (ii) Where relevant, all livestock, allowing the assessor to view condition and identification marks (i.e. ear tags) in order to undertake sample traceability checks.
- 6.3** Without prejudice to **Rule 6.2** 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.
  - (iii) If the site is empty or non-operational.
- 6.4** If any of the Standards have not been met, then a non-compliance will be raised by the Certification Body. Certification will be dependent upon you carrying out improvements and providing evidence of compliance with the relevant Standard(s) to the satisfaction of the Certification Body within 30 calendar days from date of assessment.
- 6.5** Certificates relate only to the assessed holding(s) or site(s) and the enterprise operating from the same and are not transferable to any other holding or site or to any other business or person. All such



## ➔ Quality Meat Scotland – Membership Rules (continued)

certificates remain the property of the Certification Body. While certificates may be useful in confirming QMS Approved or QMS Assured status, the definitive proof (validity) of certification is the online traceability checkers, which are managed and operated on behalf of QMS. Those online traceability checkers are:

- Scotch Potential Eligibility cattle checker (SPECC) for verification of the cattle eligible for the brands (available to all).
- PGI/UKGI checker – available to markets and abattoirs only.
- Members checker – hosted on the QMS website available to Members and other industry stakeholders (registration is required).

- 6.6** 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, the Certification Rules or any relevant legislation, will be deemed to be your responsibility for the purpose of assessing your compliance with the Standards, these Membership Rules or the Certification Rules. Any rights and remedies available to, and sanctions imposed by, QMS or the Certification Body in respect of any non-compliance to the Standards or breach of these Membership Rules or the Certification Rules may, at the discretion of QMS 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, or in succession to, you and who is or wishes to become a Member.

## 7. Membership Renewal

- 7.1** Your membership must be renewed at renewal time. Failure to renew within the timescale indicated in renewal notifications will result in your certificate and membership being withdrawn. If you subsequently apply again to be a Member, you will be treated as a new applicant, a full initial assessment will be required and a new membership number issued. In such cases your membership and certification will not be backdated.

## 8. Material Changes

- 8.1** You must keep QMS and 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) The acquisition of additional holdings or sites (e.g. livestock grazing) or the disposal of any holdings or sites.
- (ii) A change in the name of the representative who manages on a day-to-day basis any enterprise, holding or vehicle covered by your certification.
- (iii) Additional or removed (no longer owned/used) commercial livestock vehicles.
- (iv) A site becoming empty of livestock at any time (destocked).
- (v) A site becoming restocked; and/or
- (vi) Changes to an activity being carried out on the holding or site (e.g. a farm or haulier also operating as a collection centre, or a meat processor beginning to process new species such as pork).

- 8.2** If you are the subject of an event described in **Rule 13.5** (vii) or if any action is taken which is likely to lead to such an event, you must inform QMS and 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.

- 8.3** 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 13.5** (vii) or if any action is taken which is likely to lead to such an event, in circumstances which could result in you being unable to properly perform your obligations as a Member under these Membership Rules, you must inform QMS and 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.

## 9. Changing Certification Body

- 9.1** If QMS appoints a new Certification Body, your certification and 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. Details on any transition arrangements and how this will affect you will be made available in the event of this happening.

## 10. Routine Assessments and Spot Checks

- 10.1** 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.
- 10.2** Each of QMS, 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.
- 10.3** The assessor may be accompanied by an observer.
- 10.4** If any of the Standards have not been met, a non-compliance will be raised by the Certification Body. Certification will be dependent upon you carrying out improvements and providing evidence of compliance with the relevant Standard(s) to the satisfaction of the Certification Body within the specified timescale(s).

## 11. Special Conditions of Certification

QMS 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 respectively. 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 QMS or the Certification Body) that the Standards are being met.

## 12. Fees

- 12.1** You must, on initial application and then at each renewal due date, pay to QMS the membership fee for each enterprise being assessed. The Certification Body will issue renewal notices on behalf of QMS, and you will be notified of any changes to the membership fee.

- 12.2** 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/vehicles 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 any matter in relation to an assessment; and
  - (iv) Any additional assessments or spot checks required under any Special Conditions of Certification specified by QMS or the Certification Body as contemplated in **Rule 11 (Special Conditions of Certification)**.
- 12.3** You are responsible for any external third-party fees necessary to meet the requirements of the Standards, for example, quarterly veterinary reports on farms certified to the QMS Pig Standards and any Special Conditions of Certification specified under **Rule 11 (Special Conditions of Certification)**.
- 12.4** You are responsible for any costs you incur in your meeting the Standards and rectifying non-compliances.
- 12.5** If you fail to pay any fees required to be paid by you to QMS under these Membership Rules and/or any sums due to the Certification Body, QMS shall be entitled to reject your membership or renewal application and the Certification Body may suspend or withdraw certification for any relevant enterprise(s) respectively.
- 12.6** Unless QMS agrees otherwise, no part of any membership fee shall be refunded upon termination of membership.

## 13. Termination of Membership and Withdrawing Certification

- 13.1** Each of QMS and the Certification Body may refuse applications or impose particular conditions for re-entry into the Scheme where the application relates to an enterprise, business, holding, site and/or vehicle in respect of which membership has previously been terminated in accordance with these Membership Rules (and even if all relevant non-compliances have been rectified).



## ➔ Quality Meat Scotland – Membership Rules (continued)

- 13.2** QMS will not accept a membership or renewal application and the Certification Body will not accept an application for certification (including from a new applicant) if the application relates to an enterprise, business, holding, site, store or vehicle in respect of which membership or certification conditions or other restrictions have been imposed under these Membership Rules and/or the Certification Rules and remain outstanding or in place (as the case may be), unless it can be demonstrated to the satisfaction of QMS and the Certification Body that the applicant 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, store or vehicle) and there are no other reasons for refusing such an application.
- 13.3** QMS and/or the Certification Body reserves the right to temporarily refuse/suspend from participation in the Scheme any applicant/QMS Approved Member at its sole discretion should QMS and/or the Certification Body be satisfied that not to do so would prejudicially affect the reputation or operation of the Scheme.
- 13.4** Any QMS Approved Member who is in breach of any provisions of the Standards or of the Membership Rules may have that QMS Approved Member's certificate suspended with immediate effect by written notice from the Certification Body. This notice will inform the approved producer of the reasons for suspension and will also provide details of the appeal procedure (see clause 23.3 Complaints and Appeals Procedure).
- 13.5** QMS may, in its absolute discretion, refuse an application for membership and/or the Certification Body may suspend or withdraw certification (whether for a particular enterprise or for all enterprises carried out by a specific Member) and/or QMS may, by written notice, immediately terminate your membership:
- (i) If you fail to comply with these Membership Rules or if the Certification Body determines that you have failed to comply with the Standards and withdraws your certificate.
  - (ii) If any act or omission by you or any of your representatives (a) has brought or may, in the reasonable opinion of QMS, bring QMS or the Scheme into disrepute or (b) has damaged or may, in the reasonable opinion of the Certification Body or QMS, damage the integrity of the Scheme.
  - (iii) If, notwithstanding the rights under **Rule 6.3**, an assessor, employee or officer of the Certification Body or QMS feels threatened or that he/she has been subjected to abusive behaviour by you or any of your representatives.
  - (iv) If, without prejudice to **Rule 13.5** (i), a material breach by you of these Membership Rules (including a major non-compliance to the Scheme Standards as determined by the Certification Body) which is not capable of being remedied has occurred or a material breach by you of these Membership Rules (including a major non-compliance to the Scheme Standards determined by the Certification Body) which is capable of remedy has not been remedied within 30 days (or such other period as QMS or the Certification Body notify you in the case of a major non-compliance of the Scheme Standards) after service of a written notice requiring it to be remedied.
  - (v) Upon your voluntary or compulsory bankruptcy or sequestration 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.
  - (vi) 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 QMS or the Certification Body, is likely to have a detrimental effect on the integrity, goodwill or reputation of QMS, the Certification Body, the Scheme Standards or the associated QMS logos.
  - (vii) In the event of an act of gross negligence or fraud on your part or the part of any of your Representatives.
  - (viii) If, after your Certificate has been suspended by the Certification Body, you do not take the necessary action to rectify notified non-compliances within the relevant timescales.
  - (ix) If you fail to pay any amount owing to QMS or the Certification Body under these Membership Rules or the Certification Rules.
  - (x) If you, any of your representatives, any employee or other person involved in the day-to-day management of an enterprise, holding, site, store or vehicle within your certification or any other person involved with livestock in relation to any such enterprise, holding, site, store or vehicle is convicted of any offence relating to the operation of your enterprise including, without limitation, an offence in connection with a farm source environmental pollution incident; an animal identification procedure, an animal movement record or an animal medicine record; animal welfare; or food safety legislation.
  - (xi) If you, any of your representatives, any employee or other person involved in the day-to-day management of an enterprise, holding, site, store or vehicle within your certification or any other person involved with livestock in relation to any such enterprise, holding, site, store or vehicle is banned from keeping livestock; or
  - (xii) If QMS ceases to operate the Scheme.
  - (xiii) For the avoidance of doubt, termination of membership will automatically result in withdrawal of certification. For further information on certification, please see FIA Certification regulations [www.foodintegrityassurance.co.uk](http://www.foodintegrityassurance.co.uk)

## 14. Suspension/ Suspending Certification

**14.1** The Certification Body has the right to suspend your certificate when:

- You fail to agree to, and allow the assessor to conduct, surveillance assessments in accordance with the frequency required by the Scheme.
- You fail to agree to, and allow the assessor access to conduct, a revisit within 30 days of the initial or surveillance assessment to ascertain compliance with the Scheme Standards.
- You fail to agree to, and allow the assessor access to conduct, a spot check.

**14.2** When a certificate is suspended, the Member has a further 90 days from the date of suspension to provide suitable evidence of corrective action and/or undertake a spot check which proves compliance with the Scheme Standards.

**14.3** When your certificate status is suspended, you may not sell products as QMS Assured or make claims that you are QMS Approved.

**If your certification has been suspended and you do not take the necessary action to rectify any notified non-compliance(s) within 90 days of such suspension, your certification may be withdrawn with immediate effect by written notice from the Certification Body, whereupon your membership will be automatically terminated.**

## 15. Indemnity and Inadequacy of Damages

**15.1** You undertake to indemnify QMS and, at the request of QMS, 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 QMS or the Certification Body arising out of or in connection with any event or circumstance referred to in **Rules 13.5 (i) to 13.5 (xi) (inclusive)** or any other breach by you of these Rules.

**15.2** Without prejudice to any other rights or remedies that QMS may have, you acknowledge and agree that damages alone may not be an adequate remedy

for any breach by you of these Membership Rules. Accordingly, QMS shall be entitled, without proof of special damages, to the remedies of interdict or injunction, specific performance or specific implement or other equitable relief for any threatened or actual breach of these Membership Rules.

## 16. Prosecutions, Regulatory Sanctions and Third-Party Evidence

**16.1** You will be asked to sign a declaration relating to any past, pending or current prosecutions relating to your business on the initial membership application form, renewal forms and other Scheme documents. Any information relating to such matters received by QMS or the Certification Body will be investigated, and appropriate action taken.

**16.2** Applicants and QMS Approved Members must notify the Certification Body if anyone related to the membership is subject to any legal action with regard to legislation concerned with: food safety (including medicine residues or the use of unlicensed/illegal substances), animal welfare, animal health, animal identification and movement records, veterinary medicines records, or environmental pollution. Producers must obtain the consent of the contracted Certification Body/ QMS to use certification against the QMS Standard as a due diligence defence. Prior to giving this consent, the Certification Body reserves the right to undertake an assessment or spot check to confirm continued compliance to the Standard and Membership Rules.

## 17. Confidentiality and Data Protection

**17.1** Your details will be treated in confidence save set out as below, and your personal data will be treated in accordance with the terms of our Privacy Policy. QMS and the Certification Body may, however, provide to any third parties who have a legitimate interest in knowing the same (including your customers and suppliers), details of your certification status being applied, approved or suspended. This information may be made available through the online QMS Scheme Member Checker and lists of certified Members may be published by QMS from time to time.





**17.2** If a matter arises which is or could constitute or lead to an infringement of any laws or regulations relating to the scope of QMS 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 Scottish Environmental Protection Agency, NatureScot, Scottish SPCA 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 QMS 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 QMS or the Certification Body) and that each of QMS 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 consent under this **Rule 17.2**, to the disclosure of such reports and documentation to QMS or the Certification Body.

**17.3** Without limited **Rules 17.1** and **17.2**, each of QMS 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.

**17.4** QMS shall be entitled to produce and publish statistical reports drawing upon aggregated Scheme data, provided that individual performance data cannot be traced back to you.

**17.5** Membership data may be retained on QMS's databases (subject always to the provisions of **Rules 17.1** to **17.4**) 10 years after you have ceased to be a Member (or such longer period as QMS reasonably considers necessary to enable it effectively to monitor trends in membership and performance).

**17.6** QMS is entitled to receive copies of assessment reports from the Certification Body.

**17.7** In exceptional circumstances, where an assessor discovers evidence of an immediate and significant risk of unacceptable animal welfare practices, food contamination or environmental pollution, QMS and/or the Certification Body may each immediately notify any competent authority, notwithstanding any other provision of these Membership Rules or any other agreement you may have with either QMS and/or the Certification Body.

## 18. Member Logos, Farm Signs

**18.1** Using Member Logos: For so long as you are an approved Member, you are entitled to indicate that you hold a certificate and, for that purpose only, you may refer to your operations (but only insofar as they are covered by your certificate) as QMS Approved or QMS Assured and use the appropriate Member Logos on stationery and publicity materials (including on your website), provided that you follow all the directions on the use of the Member Logos given from time to time by QMS and set out on the QMS website: You agree to observe all such directions.

## 19. Limitation of Liability

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

- (a) Loss of profits
- (b) Loss of sales or business
- (c) Losses of agreements or contracts
- (d) Loss of or damage to goodwill, or
- (e) Indirect or consequential loss.

## 20. Force Majeure

**20.1** Neither QMS nor a Member shall be in breach of these Membership Rules or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control and without the fault or negligence of the relevant party. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for six weeks, the party not affected may terminate the membership of the relevant Member by giving 14 days' written notice to the affected party.

## 21. No Waiver

**21.1** The rights of QMS and the Member shall not be prejudiced or restricted by any indulgence or forbearance extended by them to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

## 22. Notices

- 22.1** A notice given under or in connection with these Membership Rules shall be in writing and:
- (i) In the case of a notice to QMS, sent by email to **info@qmscotland.co.uk** or by first class post to QMS'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 QMS) 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.
- 22.2** 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.

## 23. Complaints and Appeals Procedure

- 23.1** If you wish to raise a formal complaint (such as a formal expression of dissatisfaction about QMS'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 QMS's complaints procedure, a copy of which will be provided upon request (provided that where your complaint relates to a QMS decision or to the outcome of any appeal to your Certification Body your complaint must be sent to QMS within 10 days after the date of the QMS decision or (as the case may be) within 10 days after you have been notified of the outcome of the appeal to the Certification Body).
- 23.2** Decisions taken by QMS to terminate your membership at any time are subject to a right to appeal in accordance with QMS' appeal procedure (which requires you formally submit your intention to appeal within 10 days after the date of the QMS decision). Copies of the QMS appeal procedure can be found on the QMS website or can be provided by QMS upon request.
- 23.3** 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 either by email to **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 **www.foodintegrityassurance.co.uk** or by requesting a copy direct from the Certification Body by phone on **0131 609 0558**.

## 24. Entire Agreement, Third Party Rights and Governing Law

- 24.1** Supersession and Entire Agreement: These Membership Rules (and any documents referred to in these Rules) supersede any previous agreement between QMS and the Member in relation to the matters dealt with herein and represent the entire agreement and understanding between QMS 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 this Rules.
- 23.2** Third Party Rights: Unless it expressly states otherwise, these Membership Rules do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of these Membership Rules.
- 23.3** Law: These 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 these Membership Rules or their subject matter (including non-contractual disputes).



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