

Red Tractor Assurance
Food Service Operators Licence Agreement

These Conditions (as amended from time to time in accordance with clause 18.1) govern the terms of any Food Service Operators Licence granted by RTA. The Licensee's attention is drawn in particular to the limitation of liability provisions set out in clause 15.2.

1. Interpretation

1.1 In these Conditions, the following definitions apply:

Application means an application for a Food Service Operators Licence (or to renew or amend such a licence), in the form required by RTA from time to time and made on and subject to these Conditions;

Approved Sectors means such Sector(s) as has (or have) been approved by RTA at Application, on renewal and/or during the term of this agreement;

Assessment and **Assessor** have the meanings respectively given to them in clause 9.1;

Brand Guidelines has the meaning given to it in clause 6.1;

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 18.1;

Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a Party or its Representatives to the other Party or that Party's Representatives including but not limited to any information that would be regarded by a reasonable business person as being of a confidential nature relating to the business, affairs, customers, clients, suppliers, operations, processes, product information, technical or commercial know-how, trade secrets, specifications, inventions or initiatives of the Disclosing Party, but not including any information that:

- (a) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its Representatives in breach of these Conditions; or
- (b) was available to the Receiving Party or its Representatives on a non-confidential basis prior to disclosure by the Disclosing Party or its Representatives; or
- (c) was lawfully in the possession of the Receiving Party or its Representatives before the information was disclosed to it or them by the Disclosing Party or its Representatives; or
- (d) is required to be disclosed by law, by any governmental or other regulatory authority or by any court or other authority of competent jurisdiction; or
- (e) the Disclosing Party and the Receiving Party agree in writing is not confidential;

Disclosing Party means a Party which discloses or makes available directly or indirectly Confidential Information;

Eligibility Criteria means the criteria for products to be eligible to carry the Logos or to be the subject of a Red Tractor Assurance Claim, applicable at various stages of the whole production chain, as set out in the various documents published by RTA from time to time at <https://trade.redtractor.org.uk/requirements-for-licensees/> (as updated, amended or replaced from time to time);

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Group means in relation to a Party, that Party, any subsidiary or any holding company from time to time of that Party and any subsidiary from time to time of any such holding company. Each company in the Group is a **member of the Group**;

Initial Licence Period has the meaning given to it in clause 3.1;

Licence means the licences and other rights granted or to be granted under these Conditions;

Licence Fees means the annual licence fees and renewal fees referred to in clauses 3.1 and 3.2 respectively;

Licensed Outlet means an outlet (or other premises) of the Licensee (or any sub-licensee) specifically referred to in the Application (it being the case that the Licence can apply to one or more outlets) or subsequently notified to RTA in writing and **Licensed Outlets** shall be construed accordingly;

Licensee means the holder of a Licence;

Logos means the logos set out from time to time in the Brand Guidelines and which are referred to as the core 'Certified Standards' Logo, the core 'Named Ingredient' Logo (and variations thereof), the 'Enhanced Welfare' Logo and the 'Free Range' Logo (and variations thereof) and **Logo** means any one of them;

Parties means RTA or the Licensee and **Party** means either one of them;

Receiving Party means a Party which receives or obtains directly or indirectly Confidential Information;

Red Tractor Assurance Claim has the meaning given to it in clause 2.1(a);

Red Tractor Assured Products means products which comply with the Eligibility Criteria and have been approved by RTA for the purpose of the Licence on receipt of an Application, on renewal of the Licence and/or at any other time during the term of this agreement;

Renewal Period has the meaning given to it in clause 3.2;

Representatives means employees, agents, officers, advisers, consultants, sub-contractors and other representatives of a Party;

RTA means Assured Food Standards registered in England and Wales under company number 4913846, trading as Red Tractor Assurance;

RTA Marks has the meaning given to it in clause 8.1;

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RTA Website the website of RTA at <https://assurance.redtractor.org.uk> (or any replacement website RTA may establish and operate from time to time);

RT Sales Value, in respect of each Licensed Outlet, is the aggregate invoiced value (excluding VAT) of sales (excluding (i) internal transfers and/or stock movements between Licensed Outlets of the Licensee (or any sub-licensee) and (ii) transfers and/or stock movements between the Licensee and any sub-licensee and/or between sub-licensees) made by the Licensee (or any sub-licensee) of Red Tractor Assured Products from that Licensed Outlet in the relevant 12 month period;

Sectors means the sectors (other than wool) to which the Eligibility Criteria relate (being, currently, beef & lamb, dairy, pigs, poultry, crops and fresh produce) and **Sector** shall be construed accordingly;

sub-licensee has the meaning given to it in clause 2.3;

Scheme means the Red Tractor Assurance Scheme;

Technical Manager (Licensing) means the person nominated as such by RTA from time to time;

Third Party Certification Scheme means a certification scheme operated by a third party which has been approved by RTA for the purposes of determining whether a particular product meets the Eligibility Criteria (as indicated by way of its inclusion from time to time in the Eligibility Criteria for that product).

1.2 In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (c) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (d) a reference to **writing** or **written** includes e-mails;
- (e) a reference to a **clause** means a clause of these Conditions;
- (f) a reference to **this agreement** means the agreement between RTA and the Licensee pursuant to which RTA agrees to grant the Licence to the Licensee on and subject to the terms and conditions set out in the Application, these Conditions, the Eligibility Criteria and the Brand Guidelines; and

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(g) a reference to a **holding company** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2. Scope of Licence

2.1 Subject to and conditional upon RTA's written approval of a Licensee's Application, RTA grants to the Licensee the non-exclusive right, subject to the terms and conditions set out in these Conditions (including those in this clause 2.1), the Eligibility Criteria and the Brand Guidelines, in relation only to activities carried on at the Licensed Outlets and in relation only to Red Tractor Approved Products in the Approved Sector(s):

(a) to use the applicable Logo(s) and/or to make a Red Tractor Assurance Claim in relation to one or more ingredients on the Licensee's menus and/or in its marketing or promotional materials. Clarification on the use of a Red Tractor Assurance Claim is provided to the Licensee or made available by RTA on its website from time to time, at <https://trade.redtractor.org.uk/requirements-for-licensees/> ;

(b) to use the applicable Logo(s) and/or to make a Red Tractor Assurance Claim in relation to a dish or dishes on the Licensee's menus and/or in its marketing or promotional materials provided that the ingredient(s) of the dish or dishes in respect of which the Logo(s) is (or are) applied or the Red Tractor Claim is made is (or are) the main characterising ingredient(s) of the dish,

and provided always that:

- (i) the Logos and Red Tractor Assurance Claims must only be used, made or applied with respect to ingredients which are Red Tractor Assured Products in an Approved Sector;
- (ii) it is made clear to which ingredient(s) the Logo(s) refers (for example, by stating "All of our chicken comes from Red Tractor sources" or "Red Tractor Assured beef") and that the Licensee complies with any specific or particular requests RTA may make in that regard;
- (iii) the positioning of the Logo(s) and use of any other graphics or descriptions must not imply that any Logo refers to other ingredients or foods which are not Red Tractor Approved Products; and
- (iv) RTA's prior written approval must be obtained for all menu copy and all marketing or promotional materials and other associated material which contains the Logo or a Red Tractor Assurance Claim by emailing the Red Tractor Technical Manager (Licensing) at licensing@redtractor.org.uk (or such other email address as RTA may confirm from time to time).

2.2 Subject to clause 2.3, the rights granted under clause 2.1 are personal to the Licensee and may not be assigned, transferred or sub-licensed by the Licensee to any other person without the prior written consent of RTA.

2.3 The Licensee shall have the right to grant to any member of the Licensee's Group and/or to any franchisee of the Licensee (each, a "**sub-licensee**") a sub-licence of any of its rights under this agreement provided that:

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- (a) written notice is given to RTA of: the full corporate name (where relevant) and trading or business name; the registered office address (where relevant) and trading or business address of each such sub-licensee; contact details; and the Licensed Outlet(s) at which such sub-licensee operates, before the granting of such sub-licence;
- (b) all sub-licences granted shall terminate automatically on termination or expiry of this agreement;
- (c) the sub-licensee shall be subject to the same obligations and conditions as the Licensee is subject to under these Conditions and the Licensee shall procure that the sub-licensee complies with all such obligations and conditions (provided always that there shall be no double-counting in respect of licence fee payments);
- (d) the Licensee shall be liable for all acts and omissions of any sub-licensee and for all costs, expenses, claims, loss or damage incurred or suffered by RTA arising out of any act or omission of any sub-licensee; and
- (e) the sub-licensee shall, if requested by RTA at any time, enter into a supplemental agreement directly with RTA in a form reasonably satisfactory to RTA.

3. Term of Licence

3.1 The Licence commences on the later of the date of approval by RTA of an Application demonstrating compliance with the Eligibility Criteria and the date of payment by the Licensee of such amount as RTA shall confirm is payable by way of annual licence fees (and VAT thereon) for the period to the next following 31 March (the “**Initial Licence Period**”).

3.2 The Licence is renewable for a period of 12 months commencing on 1 April immediately following expiry of the Initial Licence Period and annually thereafter commencing on 1 April each year (each such period being a “**Renewal Period**”), subject to the Licensee demonstrating continued compliance with the Eligibility Criteria and paying all renewal fees (and VAT thereon) applicable at the relevant time and to RTA’s written approval of the renewal Application. In order to give RTA sufficient time to consider a renewal Application, Applications to renew should be made at least 3 weeks before expiry of the Initial Licence Period or the relevant Renewal Period (as the case may be) in such form as RTA may require from time to time.

4. Compliance with Eligibility Criteria

4.1 The Licensee shall inform RTA immediately of any concerns the Licensee may have or be aware of over whether a product to or in respect of which the Logo(s) or any other Red Tractor logo or a Red Tractor Assurance Claim has been or is to be applied or which is to be or has been purchased with a Red Tractor Assurance Claim, complies with the Eligibility Criteria.

4.2 If the Licensee becomes aware or has been notified by RTA that such a product (as is referred to in clause 4.1), which is in the Licensee’s possession, custody or control, does not comply with the Eligibility Criteria, the Licensee shall immediately, at the Licensee’s cost and in accordance with such reasonable instructions as RTA may give, arrange the removal from relevant menus and marketing and promotional materials of all references to the Logos and any Red Tractor Assurance Claims in so far as they relate to the product, dish(es) or ingredient(s) in question.

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- 4.3 The Licensee shall respond promptly to any situation where it may be unable continuously and consistently to source a particular Red Tractor Assured Product(s) by removing from or amending menus and marketing and promotional material so that no Logos are used and no Red Tractor Assurance Claims are made in such menus or materials in respect of any ingredients, products or dishes which do not meet the Eligibility Criteria.
- 4.4 The Licensee shall ensure (and provide evidence to RTA upon request) that, where required by RTA, the suppliers in its supply chains for Red Tractor Assured Products have the necessary independent food safety certification (it being the case that RTA will generally require this in respect of processor/packer suppliers but not wholesaler/trader suppliers).

5. Product Traceability

- 5.1 The Licensee shall ensure that, and shall develop and operate an effective system of traceability ("**Traceability System**") to ensure that in respect of all of its activities and the activities of its sub-licensees (and having regard also to clause 5.3):
- (a) the Logos and Red Tractor Assurance Claims are only used, made and applied in menus and marketing and promotional materials in respect of Red Tractor Assured Products;
 - (b) the relevant supplier's RTA processor/packer licence or wholesaler/trader licence (as the case may be) and the Red Tractor Assured status of a product are verified using and in accordance with the relevant scheme's verification systems and requirements (or, where product is being acquired directly from another Red Tractor licensee, that the licence status of that supplier is verified using the relevant RTA Checker at <https://checkers.redtractor.org.uk> when the product is received by the Licensee. Details of the relevant schemes' verification systems and requirements will be provided to the Licensee upon request and/or made available by RTA on its website from time to time, at <https://trade.redtractor.org.uk/requirements-for-licensees/>;
 - (c) all paperwork relating to the product (including delivery documentation, intake checks and invoices) includes in the product description parts of such paperwork details of its Red Tractor Assurance status by reference to "Red Tractor", "RT", "RTA", "RT Assured" or "Red Tractor Assured" (and not "Farm Assured"), save that where Red Tractor Assured meat is mixed with non-Red Tractor Assured meat, such mixed meat product must not be described (and nor may any part of it be described) in any respect whatsoever as "Red Tractor", "RTA Assured" or "RT approved" (or any similar such description);
 - (d) the product is clearly labelled at all times at each Licensed Outlet (and is appropriately labelled by any supplier supplying Red Tractor Assured Products to the Licensee);
 - (e) traceability challenges back to farm are regularly carried out to validate that the Licensee's suppliers are buying Red Tractor Assured Products;

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- (f) all of the Licensee's officers, employees, agents and independent contractors who are involved in the processes to which the Traceability System relates (and its sub-licensees) have been made aware of the purpose of the Traceability System in maintaining the integrity of the Scheme and the Red Tractor name and brand and have received appropriate training in the tasks they are performing;
- (g) all of the Licensee's marketing materials featuring any of the Logos or any Red Tractor Assurance Claims have been approved by RTA and are accurate;
- (h) any third party storage used is managed with all due care, skill and diligence to ensure product traceability (including the keeping of detailed stock reports, delivery records in and delivery records out); and
- (i) all other traceability related requirements RTA or an Assessor may reasonably impose on the Licensee from time to time are met.

5.2 The Licensee shall test the effectiveness of its Traceability System on at least a monthly basis (by verifying that RTA claims made on a reasonable number of randomly selected products were done so correctly), keep necessary records to demonstrate traceability (and such testing) and provide copies of such records to RTA upon request.

5.3 Details of suitable traceability systems and the Eligibility Criteria will be provided to the Licensee upon request from RTA and/or are available on its website from time to time at <https://trade.redtractor.org.uk/requirements-for-licensees/>

5.4 The Licensee shall also have a system in place to deal effectively and efficiently with any product recall and shall with reasonable regularity test (and provide such evidence as RTA may reasonably request to demonstrate) the effectiveness and efficiency of such system.

6. Reproduction of the Logos

6.1 The Licensee shall, when using the Logo in any menus or marketing or promotional materials pursuant to the licence granted under clause 2.1, observe all guidelines and instructions in relation to the colour, size and presentation of the Logo provided to the Licensee or made available by RTA on the RTA Website from time to time, including the "Red Tractor Brand Guidelines" at <https://trade.redtractor.org.uk/requirements-for-licensees/> (or available upon request from RTA), as updated, amended or replaced from time to time (together, the "Brand Guidelines"). Where the Logo is used, the graphics and descriptions must not imply that the Logo refers to any products or foods which are not Red Tractor Assured Products.

6.2 The Licensee shall not (and shall not permit others to) use or apply any of the Logos or make any Red Tractor Assurance Claim or use the "Red Tractor" name, otherwise than in accordance with the Brand Guidelines, the Eligibility Criteria and these Conditions (including the conditions set out in clause 2.1).

7. Country of Origin Labelling

7.1 The Licensee shall comply with all applicable legislation and regulations from time to time relating to the origin labelling of food (as amended from time to time). Without limiting the foregoing,

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having regard to the definition of 'origin' in such legislation and regulations, the requirement, in some circumstances, to label the provenance of key raw materials and the fact that the Logos imply 'origin' by virtue of the flag device that is integral to the Logos, the Licensee shall use all reasonable endeavours to ensure that the form of any Logos applied to menus, marketing or promotional materials in accordance with these Conditions in respect of any products with which the Licensee deals, is consistent with the actual origin of the product and the provenance of the principal ingredients. Without limiting the Licensee's foregoing obligations under this clause 7.1, the Licensee shall make reasonable enquiries of relevant supplier(s) if it becomes aware or ought reasonably to have become aware of any fact or circumstance which indicates non-compliance with the above legislation and regulations.

7.2 When interpreting any applicable legislation and regulations relating to the origin labelling of food for the purpose of clause 7.1 above, the word 'born' shall, with respect to poultry meat, be deemed to mean 'hatched'.

7.3 Clause 7.1 shall also apply where a Red Tractor Assurance Claim is made as defined in clause 2.1(a).

8. Intellectual Property Rights and Maintenance of Good Name

8.1 The Licensee acknowledges and respects fully the rights of RTA as the owner of the Logos, the 'Red Tractor' and 'Red Tractor Assured/Assurance' names, and all other trade marks, certification marks, logos and other marks of RTA, and all intellectual property rights associated with them (together the "RTA Marks") and agrees that neither it, nor any sub-licensee, nor any member of its Group shall acquire any rights in relation to the RTA Marks other than as expressly granted under these Conditions.

8.2 The Licensee undertakes that it shall not (and shall procure that no sub-licensee and no member of its Group shall):

- (a) 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 Logos or any other RTA Marks;
- (b) 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 Logos or any other RTA Marks;
- (c) register or attempt to register any company in a name which includes or otherwise is or could reasonably be regarded as similar to any of the names "Red Tractor", "Red Tractor Assurance", "Red Tractor Assured", "RTA" "Assured Food Standards" or "AFS";
- (d) oppose or cause any oppositions to be filed to any trade mark or certification mark applications filed by or on behalf of RTA, or object to or take any adverse action in respect of any of RTA's trade mark or certification mark registrations;
- (e) register or attempt to register the Logos or any of the RTA Marks, or any name, mark, sign, or device which is or could reasonably be regarded as similar to the Logos or any of the RTA Marks, anywhere in the world or otherwise cause any question to be raised concerning RTA's ownership of the Logo or any of the RTA Marks, or the validity or enforceability of such rights;
or
- (f) do or say anything that could damage the goodwill and/or reputation of RTA and/or the RTA Marks.

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8.3 RTA warrants that, so far as it is aware, the use of the RTA Marks by the Licensee or any sub-licensee in accordance with this agreement and in the United Kingdom will not infringe the rights of any third party. RTA agrees to indemnify and hold harmless the Licensee in full for any losses howsoever incurred, arising as a result of any breach of this clause 8.3. Nothing in this agreement shall constitute any representation or warranty that the use of the RTA Marks by the Licensee or any sub-licensee outside the United Kingdom will not infringe the rights of any third party.

9. Rights of Assessment

9.1 The Licensee shall allow RTA and its officers, agents, employees and independent contractors (each an "Assessor") during normal business hours, with or without notice, and whether by way of personal visit via entry or remote assessment via video-streaming, to enter and to inspect any Licensed Outlet and any other premises occupied or used by the Licensee, to conduct a traceability challenge and to inspect and copy any relevant records, including financial records, and to take and retain RTA product samples for the purpose of origin testing and analysis, in order to assess the Licensee's compliance with these Conditions ("**Assessment**") and for any other reason if RTA considers that it is necessary to do so to prevent the Scheme or RTA from being brought into disrepute. Without limiting the foregoing, where an unannounced personal visit is made by one or more Assessors to a Licensed Outlet in accordance with this clause, the Licensee shall procure that the Assessors are granted access to all such areas as the Assessors may request access to (including the Licensed Site's kitchen, food service areas and offices) as soon as practicable and not more than 30 minutes after their arrival at the Licensed Outlet.

9.2 The report of such Assessment ("**Assessment Report**") must be signed by the Licensee's site representative before the Assessor leaves the relevant Licensed Outlet or relevant premises. If the Licensee disputes any of the points raised in the Assessment Report, the Licensee must notify the Red Tractor Technical Manager (Licensing) in writing, giving details of the disputed item(s), either by post c/o RTA at RTA's registered office from time to time or by email to licensing@redtractor.org.uk (or such other address or email address as RTA may notify to the Licensee from time to time).

9.3 If RTA considers it necessary to carry out an additional Assessment(s) (with or without notice) as a result of the contents of an Assessment Report, the Licensee shall be liable for the fees and expenses incurred by RTA in connection with such additional Assessment(s), including the costs of any externally appointed Assessor.

9.4 Where notice of an Assessment is to be given (and without prejudice to the rights to carry out unannounced Audits under clause 9.1), RTA or any Assessor will attempt twice to agree a date for an Assessment with the Licensee, following which an Assessor may visit unannounced. If, in any case, it is not possible to carry out an Assessment due to the action or inaction of the Licensee, this may result in suspension or termination of the Licence.

9.5 If the Licensee refuses or cancels an Assessment, the Licensee may be charged a cancellation fee (being no greater than the actual cost of the Assessment incurred by RTA).

9.6 The Licensee shall procure that its sub-licensees shall grant rights directly to RTA corresponding to those granted by the Licensee under this clause 9.

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10. Accuracy and Disclosure of Information

- 10.1 The Licensee shall ensure that all information included in the Application and on renewal of the Licence (which shall include the RT Sales Value for the previous 12 months and which shall be an aggregate figure for the Licensee and any sub-licensees) in respect of each Licensed Outlet, is true, complete and accurate and shall inform RTA promptly if any such information ceases to be true, complete and accurate. Without limiting the foregoing, the Licensee shall as soon as reasonably practicable notify RTA of any change in the Licensee's suppliers of Red Tractor Assured Products.
- 10.2 The Licensee shall ensure that it completes an appropriate application to amend the Licence to include additional Sectors and/or Red Tractor Approved Products as required during the term of this agreement.
- 10.3 The Licensee shall notify RTA of any investigations or prosecutions brought or likely to be brought against the Licensee, any sub-licensee or any member of its Group (or any of their respective officers, agents or employees), which relate to any issues which might affect RTA's assessment of the Licensee's suitability to be a Licensee, including in relation to food safety, product traceability, environmental legislation or relevant consumer protection legislation.

11. Suspension of Licence

11.1 If:

- (a) any of the Licensee's obligations under these Conditions has been breached by the Licensee and RTA considers the breach to be capable of remedy; or
- (b) RTA terminates the licence of a sole supplier (or all suppliers) to the Licensee of Red Tractor Assured Products; or
- (c) RTA reasonably believes that any of the events set out in clauses 12.2(a) to (h) has occurred in relation to the Licensee,

RTA shall be entitled (whether directly or through any of its agents or independent contractors, including the Food Service Operator RTA Assessment Programme Manager) immediately to suspend the Licence (by giving written notice of suspension ("**Notice of Suspension**") to the Licensee. The Notice of Suspension shall give details of the grounds for suspension, any specific requests RTA may have (including in relation to any remediable breach or replacement supplier(s)) and, where relevant, the period within which any remediable breach must be remedied. For the avoidance of doubt, any Notice of Suspension and all other provisions of this clause 11 shall apply to all sub-licensees in the same way as they apply to the Licensee.

- 11.2 As soon as practicable and not more than 24 hours after receipt of a Notice of Suspension, the Licensee shall inform all customers to whom it sells the Red Tractor Assured Product(s) in respect of which the suspension applies that its Licence has been suspended and RTA will also be entitled to inform the Licensee's customers which have been listed by the Licensee on its application form and all other RTA Licensees who have listed the Licensee as a supplier.

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- 11.3 With immediate effect from the date of receipt of the Notice of Suspension and unless and until RTA or an Assessor has confirmed in writing that any breach or supplier issue referred to in the Notice of Suspension has been remedied or otherwise resolved to RTA's satisfaction and that the Licence is active again, the Licensee shall not:
- (a) be entitled to use or apply the Logos or make a Red Tractor Assurance Claim in any of its menus or marketing or promotional materials or use the Red Tractor name in any other way;
or
 - (b) use, sell or otherwise dispose of any Red Tractor Assured Products (and shall use its best endeavours to ensure that no third party disposes of any such products) unless it is re-packed in packaging or sold by reference to a menu, food description or design that does not bear any of the Logos or any other reference to Red Tractor.
- 11.4 Upon and subject to RTA or an Assessor confirming in writing that a breach referred to in the Notice of Suspension has been remedied or otherwise resolved to RTA's satisfaction and that the Licence is active again, the Licence shall continue on and subject to the same terms and conditions as set out in these Conditions (including as to any additional Assessment requirements as may be imposed under clause 9.3).

12. Termination

- 12.1 If any of the Licensee's obligations under these Conditions has been breached by the Licensee and RTA does not consider the breach to be capable of remedy, or if a remediable breach has not been remedied within such period as RTA may have given in a notice to the Licensee requiring the breach to be remedied, RTA shall be entitled to terminate the Licence and this agreement immediately by written notice to the Licensee.
- 12.2 RTA may terminate the Licence and this agreement immediately, by written notice given to the Licensee, in any of the following circumstances:
- (a) if RTA considers that it is necessary to do so to prevent the Scheme or RTA from being brought into disrepute;
 - (b) if any act or omission by the Licensee or any sub-licensee or any member of its Group (or any of their respective officers, agents or employees) (i) has brought or may, in the reasonable opinion of RTA, bring RTA or the Scheme into disrepute or (ii) has damaged or may, in the reasonable opinion of RTA, damage the integrity of RTA, the Scheme or the Red Tractor Standards;
 - (c) if any Assessor feels threatened or that he has been subjected to abusive behaviour by the Licensee or any sub-licensee or any member of its Group (or any of their respective officers, agents or employees);
 - (d) upon the Licensee's voluntary or compulsory bankruptcy or liquidation, the appointment of a receiver, liquidator, administrative receiver, administrator or other such officer over any of the Licensee's assets, or the Licensee's entry into any composition or arrangement with its creditors;

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- (e) if the Licensee is subject to a change of control (“**control**” being defined as in the Income and Corporation Taxes Act 1988) which, in the reasonable opinion of RTA, is likely to have a detrimental effect on the integrity, goodwill or reputation of RTA, the Scheme or the Logos;
 - (f) in the event of an act of gross negligence or fraud on Licensee’s part or the part of any of its sub-licensees or any of its or their respective officers, agents or employees;
 - (g) if the Licensee fails to pay any amount owing to RTA under these Conditions;
 - (h) if the Licensee has breached any of the undertakings of the Licensee in clause 8 or any other undertakings of the Licensee in this agreement;
 - (i) if any breach set out in a Notice of Suspension issued under clause 11.1 has not been remedied (or other matter referred to in such notice has not been resolved) to RTA’s satisfaction within any time limit set out in that notice; or
 - (j) if RTA ceases to operate the Scheme.
- 12.3 Upon termination of the Licence and this agreement pursuant to clause 12.1 or clause 12.2 or upon expiry and non-renewal of the Licence, the Licensee shall (and shall procure that each of its sub-licensees shall):
- (a) at its cost and in accordance with such reasonable instructions as RTA may give, immediately arrange the removal from all menus and marketing and promotional materials, any and all reproductions of the Logos, any Red Tractor Assurance Claims and any other references to Red Tractor;
 - (b) at RTA’s reasonable request, and at the Licensee’s cost, return to RTA or (at RTA’s election) erase or destroy any soft copies of the Logos and destroy any other marketing or promotional materials containing any of the Logos; and
 - (c) immediately pay to RTA or any Assessor (as appropriate) any outstanding unpaid invoices and any final invoices which are properly raised by RTA or any Assessor.
- 12.4 The accrued rights, remedies, obligations and liabilities of RTA and the Licensee in relation to this agreement on its termination or expiry shall be unaffected by such termination or expiry, including (subject always to clause 16) the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry.
- 12.5 Clauses of this agreement which expressly or by implication survive termination shall on termination or expiry of this agreement continue in full force and effect.
- 12.6 Notwithstanding termination, the Licensee may apply for a new licence at such time (or after such period) as may be specified in the notice of termination, by completing a new Application. The grant of a new Licence will be subject to RTA being satisfied with the outcome of such Assessment(s) as RTA may require to be carried out.

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12.7 Any rights and remedies available to and conditions which may be imposed by RTA in respect of any Licensee or former Licensee (including with regard to the making of a new Application) may, at the discretion of RTA, be deemed to apply also to any other person whom RTA believes to be associated or connected to the Licensee (including on account of such person having common owners, officers or managers or operating from the same Licensed Outlet(s) as that Licensee or former Licensee).

13. Confidentiality

13.1 Subject always to clause 14, the Receiving Party undertakes to keep the Disclosing Party's Confidential Information confidential.

13.2 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the purpose of performing their obligations, provided that it informs those Representatives of the confidential nature of the Confidential Information before disclosure and procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with these Conditions as if they were the Recipient.

13.3 All tangible forms of Confidential Information (including, without limitation, all summaries, copies and excerpts of any Confidential Information, whether prepared by Disclosing Party or not), will be the sole property of the Disclosing Party and will upon the Disclosing Party's request either be (a) immediately delivered by Receiving Party to the Disclosing Party; or (b) destroyed (save as required by law or regulation), provided that in the case of Confidential Information held on computer, it will be sufficient to delete the items and immediately accessible items.

14. Information Sharing

14.1 Notwithstanding clause 13.1:

- (a) RTA shall be entitled, at any time and for any reason, to inform any third party whom RTA in its absolute discretion considers to have a legitimate interest in being so informed (including any regulatory or governmental authority or body) of the outcomes of any Assessment or verification checks which RTA or its agents carry out in order to verify the eligibility of products labelled with any of the Logos or sold with a Red Tractor Assurance Claim and to provide to any such parties a copy of any related report (redacted or un-redacted as RTA sees fit having regard to the contents of such report);
- (b) If at any time RTA believes or suspects that the Licensee has failed or is failing to meet any statutory or regulatory requirements or obligations which are relevant to the Licence, RTA may notify all governmental or regulatory authorities and bodies that RTA reasonably considers have a legitimate interest in being so informed, of that belief or suspicion and of the grounds for it;
- (c) RTA may publish on the RTA Website the company or business name(s), Licensed Outlets, licence number(s) and website domain name(s) of the Licensee, as well as details of whether the Licence status is approved, suspended or terminated;

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- (d) If a matter arises which is or could constitute or lead to an infringement by the Licensee of laws or regulations which are relevant to the scope of Red Tractor, the Licensee agrees that the Food Standards Agency, the National Food Crime Unit, Animal and Plant Health Agency, Local Authorities, the Rural Payments Agency, the Environment Agency, Natural England, any equivalent bodies in devolved regions of the UK (or any of their respective successor agencies or bodies) shall be entitled to provide to RTA and its agents any reports or documentation produced by any such agency or body in respect of the relevant matter (whether or not requested by RTA) and that RTA and its agents may request such reports and documentation from such agencies or bodies. Each such agency or body shall be entitled to rely on the Licensee's consent under this clause to the disclosure of such reports and documentation to RTA and its agents;
- (e) If RTA or its agent comes across evidence of an immediate and significant risk of unacceptable food contamination or environmental pollution, RTA may immediately notify any relevant competent authority;
- (f) RTA may transfer information about the Licensee and the Licence to RTA's successor, any transferee of RTA's business and any new operator(s) of all or part of the Scheme; and
- (g) RTA may pass on a business telephone number for the Licensee to any third party who contacts RTA requesting to be put in touch with a supplier, provided that RTA will not under any circumstances disclose to any such third party the email address, mobile number or name of any of the Licensee's employees.

14.2 The Licensee shall procure that its sub-licensees shall grant rights directly to RTA corresponding to those granted by the Licensee under this clause 14.

15. Limitation of Liability

15.1 Nothing in this agreement shall limit or exclude the liability of either Party or of any of their respective Representatives for:

- (a) death or personal injury caused by the negligence of any such person; or
- (b) fraud or fraudulent misrepresentation.

15.2 Subject to clause 15.1:

- (a) neither RTA, nor any of its officers, employees, agents or subcontractors, shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss caused by business interruption, or any indirect or consequential loss, suffered or incurred by the Licensee and arising under or in connection with this agreement, the Licence granted hereunder and/or the suspension or termination of such Licence; and

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(b) the total liability of RTA and its officers, employees, agents and sub-contractors in respect of all losses, liabilities, damages, charges, costs or expenses of whatever nature, suffered or incurred by the Licensee and arising under or in connection with this agreement, the Licence granted hereunder and/or the suspension or termination of such Licence, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall, in respect of each of the Initial Licence Period and each Renewal Period, in no circumstances exceed the higher of:

- (i) 3 times the total Licence Fees paid or payable by the Licensee in respect of the Initial Licence Period (where the event giving rise to such losses, damages, charges, costs or expenses occurred in the Initial Licence Period) or 3 times the total Licence Fees paid or payable by the Licensee in respect of the relevant Renewal Period (where the event giving rise to such losses, liabilities, damages, charges, costs or expenses occurred in a Renewal Period); and
- (ii) £25,000.

16 Inadequacy of damages

16.1 Without prejudice to any other rights or remedies that a Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this agreement. Accordingly, each Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this agreement.

17. Force Majeure

17.1 Neither Party (the “**Affected Party**”) shall be liable to the other Party if any delay or failure by the Affect Party or any of its Representatives to perform their obligations under this or any related agreement is the result of a Force Majeure Event, provided always that the Affected Party shall notify the other Party thereof without delay and shall thereafter exert all possible diligence to overcome such cause of delay and resume performance of its obligations. If performance of its obligations has not resumed within thirty (30) working days of the commencement of the cause of delay, the other Party may terminate this agreement on five (5) working days written notice. For the purpose of this clause, **Force Majeure Event** means an event beyond the reasonable control of the Affected Party or its Representatives including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government, local or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of a utility service.

18. Variation

18.1 RTA shall be entitled at any time, by written notice (which shall include for this purpose publication via the RTA Website), to amend these Conditions, provided that it gives at least one month’s written notice (which for this purpose shall not include publication via the RTA Website) in the case of any material amendment.

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19. No Waiver

19.1 A waiver of any right of a Party under this agreement 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 a Party in exercising any right or remedy under this agreement 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.

20. Notices

20.1 Subject always to clause 18.1, a notice given under or in connection with this agreement shall be in writing and:

- (a) in the case of a notice to RTA, sent by email to "licensing@redtractor.org.uk" or by first class post to RTA's registered office from time to time; and
- (b) in the case of a notice to the Licensee, sent by email or first class post to the email or postal address set out in the Application (or such replacement email or postal address as may subsequently have been notified in writing to RTA) and, in the absence of any such addresses, by post to its registered office (in the case of a company) or last known business address in any other case.

21.2 A notice shall be deemed to be delivered by 9.00am on the second business day (excluding weekends and bank holidays) after posting in the case of first class post and on sending in the case of email.

21. Complaints and Appeals

21.1 If the Licensee wishes to raise a formal complaint (such as a formal expression of dissatisfaction about RTA's personnel, services, decisions or contractors), the Licensee should supply details of the complaint and evidence supporting it in accordance with RTA's complaints procedure, a copy of which will be provided upon request (provided that where your complaint relates to an RTA decision, your complaint must be sent to RTA within 14 days after the date of the RTA decision).

21.2 If the Licensee is not satisfied with any material action or decision taken by RTA (including a decision to suspend or terminate the Licence), the Licensee may lodge an appeal in writing to RTA within 14 days after it has made aware of the action or decision. Copies of the relevant appeal procedure will be provided upon request.

22. Entire Agreement and Governing Law

22.1 This agreement represents the entire understanding between RTA and the Licensee in relation to the Licence and the subject matter of this agreement. Each Party acknowledges that it has not relied upon any statement from the other Party (written or oral) which is not contained in this agreement.

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- 22.2 This agreement is governed by (and any disputes or claims arising out of or in connection with its subject matter or formation are governed by) and shall be construed in accordance with English law. The courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation.

As a condition to becoming a licensee, the Licensee is required to indicate its acceptance of these Conditions and this agreement by ticking the Licence Agreement Acceptance Box on the Application or renewal application. Such acceptance must have been approved by someone who has authority to bind the Licensee (the "Authorising Person"), being a director or other officer (in the case of a company) or partner (in the case of a partnership) or designated member (in the case of a limited liability partnership) or another duly authorised person (in all such cases), and the name and position of the Authorising Person must be entered where indicated in the Application or renewal application below the Licence Agreement Acceptance Box. Subject to completion of those steps by or on behalf of the Licensee, RTA shall be entitled to treat the Licensee as having agreed to be bound by this agreement and these Conditions.