THIS AGREEMENT is dated Click here to enter a date.

BETWEEN

(1) **SA CERTIFICATION LIMITED** a company registered in England and Wales under company number 00726903 whose registered office is at Spear House, 51 Victoria Street, Bristol BS1 6AD ("**SA Cert**"); and

(2) **Company Name** a company registered in **Country Name** under number **COMPANY NUMBER** whose registered office/principal place of business is at **Address** ("**Client**").

RECITALS

A. SA Cert is a wholly owned subsidiary of The Soil Association Limited, a company limited by guarantee and incorporated in England and Wales under number 00409726, and which is a not-for-profit registered charity organisation.

B. SA Cert is an accredited certification body for the delivery of certification under a number of regulations and standards including but not limited to EU Organic Regulations (EC) 834/2007 & 889/2008 as retained in the UK, Soil Association standards, Forest Stewardship Council® ("FSC®") FSC Licence Code FSC® A000525, Programme for Endorsement of Forest Certification ("PEFC™") PEFC™ Licence Code PEFC / 16-44-917, UK Woodland Carbon Code, Global Organic Textile Standard (GOTS), Textile Exchange Organic Content Standard (OCS) and COSMOS-standard and their amendments.

C. The Client is desirous of achieving certification to the Qualifying Standards and on the terms and conditions as set out in this Agreement.

D. SA Cert has agreed to evaluate the Client on the terms as set out in this Agreement to consider, and if thought fit, to issue a Certificate of Registration.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the Recitals), each of the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"Accreditors"	Accreditation Bodies who accredit Certification Bodies to deliver Certification to Schemes;
"Applicable Laws"	any applicable laws, statutes, legislation, statutory instruments or orders made thereunder, any EU or international legislation, regulations, requirements or standards and any required consents, licences, permissions, authorisations or compliance with any regulatory policies, codes of conduct, guidelines, industry codes or standards, as any of the foregoing may be amended, consolidated, modified, extended, re-enacted or replaced from time to time;
"Audit"	an inspection of any Sites together with any documentation or other information as deemed necessary to inspect by SA Cert;
"Business Day"	any day other than a Saturday or Sunday when banks in London are open for business;
"Certificate of Registration"	a certificate, including the scope of certification schedule and any other schedules attached to it, registering the issue of a Licence to the Client on the terms of this Agreement and confirming the Qualifying Standards to which the Client is certified;
"Controller"	any person, agency or other body who falls under the definition of "Data Controller" or "controller" under any Data Protection Law.
"Client Personal Data"	Personal Data of the Client (if any) and of the Client's employees, staff, and other representatives.
"Data Protection Law"	(a) the Data Protection Act 2018 (DPA 2018), (b) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), (c) any other applicable law concerning data protection, privacy or confidentiality and any

	subordinate or related legislation; (d) any replacement to, addition to, or amendment of, any of the foregoing; and (e) any other applicable UK laws concerning data protection, confidentiality or privacy which may come into force from time to time.
"Documents"	all relevant documentation of the Client as SA Cert may request to allow it to consider granting a Licence to the Client and any information provided by the Client in support of the application to be certified to a Qualifying Standard;
"Evaluation"	an evaluation of the Client by SA Cert against the Qualifying Standards which may include any number of Audits;
"Fees and Charges"	the fees and charges as set out in Clause 6.1;
"Force Majeure Event"	as defined in Clause 15;
"Intellectual Property Rights"	all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, plant variety rights, rights in designs, trade marks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (including know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;
"Licence"	permission granted by SA Cert to the Client in association with the Qualifying Standards, dependent on compliance with the terms of this Agreement and the terms of a valid Certificate of Registration;
"Personal Data"	any information which falls within the definition of "personal data" under any Data Protection Law.
"Processing, Processed and Process"	as described in the UK GDPR.
"Qualifying Standards"	the standards to which the Client makes an application for certification and from time to time published or updated. The Qualifying Standards will set out which Scheme Logos or Trademarks that the Client is permitted to use and the Client will be required to comply with the Qualifying Standards at all times;
"Renewal Date"	the expiry date specified on the Certificate of Registration;
"SA Cert Privacy Notice"	The SA Cert privacy notice which can be found here: Privacy Notice as may be amended from time to time.
"Scheme Logos or "Trademarks"	the Scheme logos or trademarks, symbols, certifications marks or other items as set out in the Qualifying Standards (as amended from time to time by notice from SA Cert, or the Scheme Owner);
"Schemes"	the schemes as set out in the Qualifying Standards (as amended from time to time by notice from SA Cert or the Scheme Owner);
"**Scheme Owner"**	the organisation responsible for developing and maintaining a certification scheme;
"Sites"	each and any of the Client's sites or premises that SA Cert requires to visit as part of the Agreement, including those (whether or not owned or occupied by the Client) where the Qualifying Standards apply.

1.2 Interpretation:

1.2.1. A reference to SA Cert includes any inspectors, auditors, employees, directors, agents or duly authorised representatives of SA Cert.

1.2.2. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.2.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.4. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.2.5. Clause and Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.2.6. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.2.7. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.2.8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.9. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.10. The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Schedules.

1.2.11. References to "either" or the "other" party shall mean SA Cert on the one hand and the Client on the other hand.

1.2.12. If there is any conflict, inconsistency or ambiguity between the Clauses and the Schedules, then the Clauses shall prevail.

2. COMMENCEMENT AND DURATION

This Agreement shall commence on the date of this Agreement and shall continue, unless terminated earlier in accordance with Clause 11, until either party gives to the other three month's written notice in advance to terminate.

3. BASIS OF AGREEMENT

3.1 SA Cert has agreed to enter into this Agreement to carry out an Evaluation of the Client, to determine whether the necessary Qualifying Standards have been met and to consider issuing a Certificate of Registration. The Evaluation shall continue throughout the term of this Agreement.

3.2 If a Certificate of Registration is issued, the Client shall have a revocable, non-exclusive Licence to use the appropriate Scheme Logos and/or Trademarks permitted by SA Cert and as set out in the Certificate of Registration, until such Certificate of Registration is suspended or revoked or this Agreement is terminated.

3.3 The Client agrees to supply SA Cert with such details as it may require to certify the Client in accordance with the Qualifying Standards and allow the issue of a Certificate of Registration. As part of the Evaluation, SA Cert will undertake any number of Audits of the Client as it, in its sole discretion, shall determine. Such Audits shall take place at the times requested by SA Cert and may either be undertaken with or without notice to the Client.

3.4 The Client hereby undertakes to SA Cert that:

3.4.1. all information provided to SA Cert, including, any information supplied to or inspected by SA Cert is complete and accurate in all material respects and the Client hereby acknowledges that SA Cert has relied on such information to enter into this Agreement;

3.4.2. it has not withheld any material information from SA Cert; and

3.4.3. it has read and understood the applicable Qualifying Standards and agrees to abide by them including any additions, amendments or variations from time to time made which are notified to the Client by SA Cert or otherwise.

3.5 SA Cert and the Scheme Owner reserve the right to revise the requirements of the certification and/or the Qualifying Standards from time to time upon reasonable notice to the Client. If the Client fails to comply with the Qualifying Standards, then SA Cert may either amend, suspend or revoke the Certificate of Registration in whole or in part or terminate this Agreement.

4. CERTIFICATE OF REGISTRATION & LICENCE

4.1 If SA Cert is satisfied with its Evaluation, it may (at its sole discretion) issue to the Client a Certificate of Registration which will last until the Renewal Date, subject to successful ongoing Evaluation unless the Certificate of Registration is suspended or revoked or this Agreement is terminated.

4.2 The issue of a Certificate of Registration will detail the scope of certification and any conditions as SA Cert may determine (in its sole discretion) against the Qualifying Standards.

4.3 The Certificate of Registration shall:

4.3.1. authorise the Client to use the specific Scheme Logos or Trademarks governed by the Qualifying Standards; and

4.3.2. confirm compliance against SA Cert's systems in relation to the schedules issued and subject to the Qualifying Standards.

5. CLIENT OBLIGATIONS

5.1 The Client shall:

5.1.1. comply in all respects with the Qualifying Standards;

5.1.2. immediately inform SA Cert upon becoming aware of any infringement or breach of any obligations on the Client whether under this Agreement or not, including under the Qualifying Standards or scope of certification and any restrictions set out in the Certificate of Registration;

5.1.3. not make claims of being consistent or conforming (partly or in whole) with the Qualifying Standards until and unless the Certificate of Registration is granted;

5.1.4. promptly, and at no more than 10 days from the date of change, notify SA Cert of any material changes to their address, contact details, changes to structure or management (where such changes relate to the implementation of the Qualifying Standards);

5.1.5. immediately notify SA Cert of any change to the ownership or beneficial ownership of the Client;

5.1.6. not market with any Scheme Logos or Trademarks any products not specifically noted in the Certificate of Registration;

5.1.7. permit SA Cert, SA Cert's Accreditors and/or Scheme Owners access to the Sites, Documents, equipment, records (including complaints), contractors and personnel that SA Cert or its Accreditors or Scheme Owners shall determine necessary to access. Such visits will be during normal working hours and may be made at short notice or without prior notice to check compliance to the Qualifying Standards or, for example, in response to complaints received by SA Cert, Accreditors and/or Scheme Owners.

5.1.8. permit SA Cert, SA Cert's Accreditors and/or Scheme Owners to enter the Sites (or procure that SA Cert, SA Cert's Accreditors and/or Scheme Owners may enter any Sites which are not owned or occupied by the Client) and take any required samples for analysis at any reasonable time without prior notice;

5.1.9. allow anyone specified by SA Cert to attend any Audit as an observer if the Client's justification for not allowing them is not accepted by SA Cert;

5.1.10. permit SA Cert to subcontract the inspection and the analysis of the samples taken in accordance with Clause 5.1.8 and to allow such subcontractors the same access and other rights as if they were SA Cert;

5.1.11. comply with all Applicable Laws, the Qualifying Standards (including any conditions notified to the Client and detailed in relation to any non-compliances within the times specified), and requests in using the Scheme Logos and Trademarks (including those notified by SA Cert or the Scheme Owner);

5.1.12. permit SA Cert the right to use information which is brought to its attention, to follow up on misuses of any Scheme Logos or Trademarks or other Intellectual Property associated with the Qualifying Standards;

5.1.13. take appropriate action to address all complaints received about the Client, and/or its adherence to the Qualifying Standards, and keep a record of the actions taken by the Client to address those complaints and provide all such information to SA Cert upon request;

5.1.14. not use any other certification mark, trademark, sign or indication confusingly similar to any Scheme Logo or Trademark or any Intellectual Property owned or used by SA Cert, or the Scheme Owner, or any of its group companies for any purpose;

5.1.15. only reproduce copies of its Certificate of Registration and any other formal certification documents in their entirety;

5.1.16. disclose all current or previous applications or certifications with the Qualifying Standards or other similar schemes (whether or not successful) in the last five years;

5.1.17. submit to SA Cert, upon request, samples of the Client's proposed labels and printed packaging which makes use of any Scheme Logos or Trademarks prior to printing or using such items or in any marketing materials for SA Cert to approve. The Client will make any changes or modifications as required by SA Cert;

5.1.18. not do anything to bring SA Cert, its Accreditors or Scheme Owners name or reputation into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorised;

5.1.19. permit SA Cert to exchange information on the Client with other Certification Bodies where the Client is also certified by the Certification Body or to provide any information on the Client required for SA Cert to comply with its regulatory obligations; and

5.1.20. [where applicable], comply with the additional terms and conditions set out at Schedule 1 of this Agreement.

5.2 In the event that a Certificate of Registration is suspended or revoked by SA Cert or this Agreement is terminated for any reason by either party, the Client shall co-operate with SA Cert and (at the Client's own expense) shall (or shall procure that such actions are taken where required) immediately on notice from SA Cert to the Client:

5.2.1. cease to make or allow to be made any use of the Scheme Logo, Trademarks or SA Cert's Intellectual Property Rights;

5.2.2. cease to sell or allow to be sold any products which are labelled or marked using the Scheme Logos or Trademarks;

5.2.3. cease to make any claims that imply that the Client or anything it produces, or allows to be produced, comply with the requirements of the Qualifying Standards;

5.2.4. cease to make any claims or references to the Qualifying Standards and withdraw any existing marketing material that makes such a claim or reference;

5.2.5. remove all uses of SA Cert's Intellectual Property, the Scheme Logos or Trademarks.

5.3 The Client hereby indemnifies SA Cert against any and all direct or indirect losses (of whatever nature), costs, claims, demands, expenses and other liabilities (including any tax) which SA Cert and/or any group company of SA Cert incurs or suffers from time to time arising out of or in connection with any misrepresentation or breach of any term of this Agreement.

6. PRICING

6.1 The Client shall pay the Fees and Charges to SA Cert, or their nominated agent, as detailed and as supplied to the Client in the current application pack and/or accompanying Schedule (as amended from time to time by notice from SA Cert, such amendments to take effect from the date set out in the notice).

6.2 SA Cert may render additional Fees and Charges for any additional work that is requested or required to be carried out, or for any charges that SA Cert collects on behalf of any accreditation bodies or Scheme Owners (which are subject to change by such accreditation bodies or Scheme Owners on written notice to the Client).

6.3 All Fees and Charges shall be exclusive of VAT, which SA Cert shall add to its invoices as appropriate.

6.4 The parties agree that SA Cert may review and increase or decrease the Fees and Charges, and such amendments to the Fees and Charges will apply at the next payment date after written notification to the Client by SA Cert.

6.5 The Client shall pay each invoice submitted to it by SA Cert, in full and without set off in cleared funds, within 30 days of the date of each invoice to a bank account nominated in writing by SA Cert (from time to time).

6.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay SA Cert on the due date:

6.6.1. the Client shall pay interest on the overdue amount at the rate of 2% per annum above Barclay's Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until

actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and

6.6.2. SA Cert may immediately on written notice suspend or revoke the Certificate of Registration until payment has been made in full.

6.7 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. DATA PROTECTION

7.1 The parties acknowledge and agree that for the purposes of Data Protection Law, SA Cert is a Controller of any Client Personal Data Processed by it in connection with this Agreement. The parties acknowledge that the Client is a Controller in its own right but the parties are not Joint Controllers as defined within Data Protection Law save where a specific agreement is made to that effect between the parties.

7.2 The Client acknowledges that SA Cert may process Client Personal Data in connection with this Agreement. The Client's attention is drawn to the SA Cert Privacy Notice. The Client shall ensure that the SA Cert Privacy Notice is provided to any of its employees, staff and other representatives whose Personal Data are Processed by SA Cert in connection with this Agreement or the Services. In addition, the Client shall ensure that the information in clause 7.4 is also provided to its employees, staff and other representatives.

7.3 Both parties **s**hall comply with their obligations under Data Protection Law.

7.4 The Client acknowledges that SA Cert may Process Personal Data for any and all purposes for and/or incidental to:

7.4.1. the performance of this Agreement and discharge of SA Cert's obligations and duties pursuant to regulations and the Qualifying Standards, including the retention of relevant data, usually for a period of seven years beyond the termination of this Agreement;

7.4.2. the disclosure and/or exchange of data with other certification bodies in case of termination of this agreement, transfer of certification, dual certification, subcontracted production or as part of any investigation;

7.4.3. the disclosure and/or exchange of data with any competent authority or other person as required under regulation or the Qualifying Standards;

7.4.4. the disclosure and/or supply of data with third parties under signed confidentiality agreement for the sole purpose of abstracting anonymous certification data for research;

7.4.5. the supply of the Client's name, contact details, general enterprise, product categories and any other information which is public as defined by the Qualifying Standards, to third parties.

8. INTELLECTUAL PROPERTY

8.1 The ownership of all Intellectual Property Rights of SA Cert and/or any Scheme Owner existing prior to, on, or after, the date of this Agreement, shall remain with SA Cert or the Scheme Owner as appropriate and the Client shall assert no right, title nor interest in or to such Intellectual Property Rights.

8.2 SA Cert grants to the Client a revocable, non-exclusive, non-transferable Licence to use specified Intellectual Property of SA Cert or the Scheme Owner only as permitted in the Certificate of Registration, for the purpose set out in the Certificate of Registration and under the terms of this Agreement. The Client shall not use any Intellectual Property of SA Cert and/or the Scheme Owner for any other purpose and nothing shall be deemed to constitute a right for the Client to do so.

8.3 The Scheme Owners shall be entitled to enforce any breach of the terms of this Agreement relating to their Intellectual Property Rights as if they were a party to this Agreement.

9. CONFIDENTIALITY

9.1 subject to clause 9.2, each party shall use reasonable endeavours to keep confidential any confidential information relating to the other party and expressly marked as confidential.

9.2 Each party may disclose the other party's confidential information:

9.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this *Clause 9*;

9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

9.2.3. to any Accreditors or Scheme Owners.

10. COMPLAINT AND APPEAL RESOLUTION

10.1 Any dispute relating to the Qualifying Standards will be first handled according to SA Cert's complaint and appeal resolution procedures and, if not resolved in accordance with such procedure, will be referred to the appropriate Accreditor and/or Scheme Owner.

10.2 Other than matters set out in Clause 10.1, and subject as may be provided elsewhere in this Agreement, all disputes, differences or questions arising in relation to this Agreement shall be referred in the first instance to a nominated representative of the Client and a nominated representative of SA Cert, who shall meet together and attempt to settle the dispute between themselves within one calendar month.

10.3 If the matter is not resolved in accordance with Clause 10.2, then the matter shall be referred to the chief executive of the Client and the chief executive of SA Cert, who shall meet together and attempt to settle the dispute between themselves within a further one calendar month.

10.4 If the matter is not resolved in accordance with Clause 10.3, then either party may refer the dispute to an appropriate court or tribunal, or may (at its discretion) opt for mediation.

10.5 Any reference to mediation shall be made in accordance with the procedures of the Centre for Effective Dispute Resolution (CEDR). The mediation shall be conducted by a single mediator appointed by the parties or, if the parties are unable to agree on the identity of the mediator within fourteen (14) days after the date of the request that the dispute be resolved by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by CEDR on the application of either party. The mediation shall be conducted in English at the offices of CEDR in London.

10.6 The provisions of this Clause 10 are without prejudice to the rights of the parties to the injunctive relief or to the rights of the parties in any future proceedings.

11. TERMINATION

11.1 In addition to the rights of the parties in Clause 2 this Agreement may be terminated by either party by written notice with immediate effect if the other party:

11.1.1. commits a material breach of this Agreement and fails to remedy the material breach (if capable of remedy) within ten (10) Business Days' written notice of the material breach being given by the other party;

11.1.2. (being a company) becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect;

11.1.3. (being a company) enters into administration, is the subject of an administration order or proposes to or enters into any voluntary arrangement with its creditors in the content of a potential liquidation;

11.1.4. (being an individual) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

11.1.5. (being an individual) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

11.1.6. is the subject of any events or circumstances analogous to any of the events described in Clauses 11.1.2 and 11.1.5 in any applicable jurisdiction.

11.2 SA Cert may terminate this Agreement with immediate effect by written notice to the Client:

11.2.1. if, in the reasonable opinion of SA Cert, any information supplied by the Client to SA Cert in accordance with Clause 5 is materially inaccurate, incomplete or otherwise misleading;

11.2.2. if in the sole opinion of SA Cert, the Client has not complied with, wholly or in part, the conditions specified in the Qualifying Standards to achieve certification;

11.2.3. if the Client refuses to allow, following a request from SA Cert, an inspection or audit either by SA Cert or any Scheme Owner or Accreditor;

11.2.4. if the Client fails to comply with any of its obligations under the terms of this Agreement;

11.2.5. if the Client commits any fraud or dishonesty or acts in any manner which in the opinion of SA Cert brings or is likely to bring SA Cert or the Client into disrepute or is materially adverse to the interests and accreditation requirements of SA Cert;

11.2.6. if the Client commits any breach of the Qualifying Standards or any policies and procedures provided to it by SA Cert;

11.2.7. if the Client commits any offence under the Bribery Act 2010;

11.2.8. if SA Cert ceases for any reason to be approved by the Scheme Owner or relevant Accreditor of the relevant Qualifying Standard.

12. CONSEQUENCES OF TERMINATION

12.1 On termination or expiry of this Agreement, for whatever reason:

12.1.1. the Client shall immediately pay all sums due to SA Cert (together with any interest (if applicable));

12.1.2. save as set out in Clause 12.1.3, the Fees and Charges paid or payable by the Client will not be refundable;

12.1.3. SA Cert may agree, in its sole discretion, to refund certain of the Fees and Charges paid or payable by the Client where this Agreement is terminated by SA Cert pursuant to Clause 2 or as a result of termination by the Client pursuant to Clauses 11.1.1 (material breach by SA Cert). For the avoidance of any doubt, the Client will not be entitled to any refund of the Fees and Charges paid or payable where this Agreement is terminated for any other reason, including for breach;

12.1.4. SA Cert may inform parties who may have interest in the reasons for termination. These parties may include without limitation, competent authorities, other certification bodies, statutory bodies, the press and others;

12.1.5. the Client shall return the Certificate of Registration to SA Cert or (if directed by SA Cert) destroy the original, and commit to destroy any electronic copies and printed copies in their possession;

12.1.6. the provisions of Clause 5.2 shall apply.

12.2 Termination of this Agreement for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and rights to terminate this Agreement shall be in addition to every other remedy or right, now or hereafter existing, including the right to recover damages which may be available to either party.

12.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

13. LIMITATION OF LIABILITY

13.1 Nothing in this Agreement shall limit or exclude the liability of either party for:

13.1.1. death or personal injury caused by its negligence; or

13.1.2. fraud or fraudulent misrepresentation.

13.2 Subject to Clause 13.1, SA Cert shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

13.2.1. loss of profits;

13.2.2. loss of sales or business;

13.2.3. loss of agreements or contracts;

13.2.4. loss of anticipated savings;

13.2.5. loss of or damage to goodwill;

13.2.6. loss of use or corruption of software, data or information; and

13.2.7. any indirect or consequential loss.

13.3 Subject to Clause 13.1, the total liability of SA Cert to the Client whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the amount paid in Fees and Charges by the Client in the previous twelve months (or anticipated to be paid if this Agreement has not been in existence for twelve months) immediately preceding the date on which the claim arose.

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

14. NOTICES

Any notice to be given by either party to this Agreement shall be in writing in English and shall be delivered by email, hand or sent by recorded delivery (or other analogous method that requires a signature on delivery) to the last known address of the addressee and shall be deemed to have been given, in the case of email or hand delivery immediately, and, in the case of recorded delivery (or other analogous method that requires a signature on delivery), three (3) Business Days' after posting. For the avoidance of doubt notice shall not be validly served by facsimile.

15. FORCE MAJEURE

15.1 Notwithstanding anything else contained in this Agreement neither party shall be liable for any delay or failure in performing its obligations hereunder if such delay or failure is caused by circumstances beyond its reasonable control including by way of illustration acts of God, fire, flood, earthquake, windstorm or other natural disaster; epidemic or pandemic, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; wilful or criminal damage or theft by a third party; loss at sea; extreme adverse weather conditions; collapse of building structures; interruption or failure of utility service, including but not limited to electric power, gas or water; and labour disputes including but not limited to strikes, industrial action or lockouts, animal diseases and restrictions affecting the movement of animals or other regulatory intervention (a "**Force Majeure Event**").

15.2 In the event that a Force Majeure Event shall have occurred in respect of a party that party shall forthwith notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under this Agreement, whereupon the parties shall seek to mitigate the effect of the Force Majeure Event so that the operation of the Agreement for each party shall continue to be achieved so far as reasonably possible.

15.3 In the event that the Force Majeure Event materially affects the operation of the Agreement and has subsisted for more than 3 calendar months, then either party may terminate this Agreement on giving 20 Business Days' notice in writing to the other party.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 This Agreement is personal to the parties and the Client shall not, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of SA Cert.

16.2 The Client shall not sub-contract any of its rights or obligations under this Agreement without the prior written consent of SA Cert.

16.3 The Client shall not grant any sub-licence in respect of any certification mark, Scheme Logo or Trademark(s).

17. SEVERANCE

17.1 If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, but that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

17.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as

amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. VARIATION AND WAIVER

18.1 Save as set out in Clause 18.2, no variation or extension to this Agreement shall be effective unless it is in writing and signed by the parties.

18.2 The provisions contained in the Qualifying Standards, Schedules or relating to the Fees and Charges may be amended from time to time by SA Cert providing written notice in advance to the Client. Such changes may be as a result of, for example, Scheme Owners requirements or adjusted fees.

18.3 The failure or delay by SA Cert in any one or more instances to insist upon strict performance or observance of any one or more of the terms of this Agreement or to exercise any remedy, privilege or right provided by law or under this Agreement shall not be construed as a waiver of any breach or right to enforcement of such terms or to exercise such remedy, privilege or right.

19. ENTIRE AGREEMENT

19.1 Save as set out in this Clause 19, this Agreement, together with any documents referred to within it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter except where expressly indicated in this Agreement. Any terms implied into this Agreement by law are hereby excluded to the fullest extent permissible. However, nothing in this Agreement excludes any liability for pre-contract statements or representations made fraudulently.

19.2 The Client agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty made by SA Cert (whether made innocently or negligently) that is not set out in this Agreement. The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

19.3 SA Cert is entering into this Agreement in reliance on the statements, representations, assurances and warranties (whether made innocently or negligently) that the Client gives to SA Cert and whether set out in this Agreement or not.

20. FURTHER ASSURANCE

At its own expense each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

21. RIGHTS OF THIRD PARTIES

21.1 Save as set out in Clause 21.2, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party except that any group company of SA Cert has the right to enforce the terms of this Agreement.

21.2 Any provision of this Agreement which confers (whether expressly or impliedly) any right of benefit on any Scheme Owner shall be directly enforceable by the Scheme Owner.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. COSTS

each party shall bear its own legal and other costs incurred in the preparation, negotiation and implementation of this agreement.

25. LANGUAGE

this agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement and all matters (including, without limitation, any contractual or non-contractual obligation) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

26.2 The parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) subject to Clause 10 (Complaint and Appeal Resolution) in the first instance.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

FSC Additional Terms and Conditions:

Obligations of the Client:

1.1 The Client:

1.1.1. Agrees, that in case of reduction, suspension or withdrawal of the scope of SA Cert's FSC accreditation, the certification of the affected clients will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of FSC accreditation

1.1.2. Agrees, that SA Cert has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of SA Cert, could affect the outcome of its evaluation

1.1.3. Agrees that if the certificate is suspended or withdrawn, to identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records of this notification

1.1.4. Agrees to cooperate with SA Cert and with FSC in order to allow SA Cert or FSC to confirm that this obligation (in point 1.1.3 above) have been met

1.1.5. Agrees that the "Qualifying Standards" definition includes all relevant FSC normative documents and rules and regulations in their most recent version, which can be found under "Requirements and Guidance" here: ic.fsc.org

1.1.6. Agrees that in the case of suspended certification, the maximum duration of suspension is twelve (12) months (or in exceptional cases up to eighteen (18) months, see clause 4.7.5) and after this period, the certification will be withdrawn.

1.1.7. Agrees that SA Cert shall suspend certification at latest three (3) months after the closing meeting of a surveillance audit, if a certification decision cannot be taken due to circumstances beyond the control of SA Cert.

NOTE: Circumstances beyond the control of SA Cert may include, but are not limited to, the client or other parties preventing the use of audit findings and/or the delayed or declined acceptance of audit findings or the report by the Client.

SCHEDULE 2

Fees and Charges

(attached)

SIGNED BY Hannah Turner, Forestry Director)
for and on behalf of

SOIL ASSOCIATION CERTIFICATION)

LIMITED)



)

SIGNED BY)

Name and Job Title

for and on behalf of

Company Name)

) ……..

) *x please sign here x*