



LEAF Marque System Rules

Version 4 – December 2019

LEAF Marque is an environmental assurance system recognising more sustainably farmed products. It is based on LEAF's Integrated Farm Management (IFM) principles.

These LEAF Marque System Rules are applicable to prospective or current LEAF Marque certified businesses. Sections 4 – 7 are applicable to any business which makes a LEAF Marque Claim, or who are engaged with the LEAF Marque System.

A LEAF Marque claim is either or both of the following:

- > use of the LEAF Marque logo at point of sale (on pack AND/OR off pack, e.g. online shop)
- > a sustainability claim directly referencing LEAF Marque certification that is used to set apart and promote a product, process, business or service.



1. Membership

- 1.1.** LEAF Marque Membership applies to the legal entity (business). This is the entity that is audited and awarded certification once a Certification Body (CB) has verified compliance with the LEAF Marque Standard. A legal entity refers to a business, partnership, organisation or individual that has legal responsibility for the production processes and has the capacity to enter into contracts and be held responsible for its actions. In instances where a business works in partnership with another business, the legal entity can refer to the combination of these if stated in the legal entity name, for example, 'Farm A incorporating Farm B'. For LEAF Producer Groups, the legal entity signifies the operator of the Quality Management System.
- 1.2.** LEAF Marque Membership is created when the business establishes a contract/relationship with their CB. It is valid for a period of 12 months. LEAF Marque Membership is renewed when the business renews their contract/relationship with the CB, every 12 months. LEAF Marque Membership is independent of LEAF Marque certification status. It is the responsibility of the businesses to renew their contract/relationship with CBs annually, and the responsibility of CBs to update LEAF Marque Membership accordingly.
- 1.3.** If a business renews their contract/relationship with the CB but does not pay the associated fee on time, the LEAF Marque Membership status will be changed to 'Grace'. If the payment is not made within 3 months, LEAF Marque Membership will be 'Closed' and certification status changed to 'Withdrawn'.
- 1.4.** Businesses can change CB at any time but should inform the new CB of any previous certification and membership information. A review of this information must be completed before the certificate status can be confirmed and transferred. Each CB has the right to reject the transfer application if there are outstanding non-conformances still to be rectified or any other certification or membership conditions which have been imposed which prevent the application from being accepted. Non-conformances must be resolved, and any corresponding conditions must be accepted by both the previous and new CB before a transfer can take place.
- 1.5.** On creation of LEAF Marque Membership, each business will be allocated a unique 5 or 6 digit LEAF Marque Number. This number is allocated to the business and remains the same if the business transfers to different CBs.
- 1.6.** The membership category for both LEAF Charity Membership and LEAF Marque Membership should be as closely aligned with the LEAF Marque approved baseline certification system membership as possible. For example, GLOBALG.A.P. Option 2 members should have LEAF and LEAF Marque Producer Group membership, and GLOBALG.A.P. Option 1 members should have LEAF and LEAF Marque individual membership.
- 1.7.** LEAF reserves the right to refuse or terminate LEAF Marque Membership when it considers that it is necessary to do so, to prevent the standard system from being brought into disrepute.

2. Audits

- 2.1.** The first audit will take place by arrangement between the CB and the business, at a time that enables an effective and representative audit.
- 2.2.** The business must have prepared all relevant documentation and records prior to an audit.



- 2.3.** There must be an audit for each time LEAF Marque certification is renewed. If the CB requires to see the business operations at different times of year, the audit can take place 4 months prior to or after the certificate 'valid to' date. The certification cycle would remain the same regardless of the audit date. If the business wishes to align their LEAF Marque audit with a LEAF Marque approved baseline certification system audit, the LEAF Marque audit can take place at any point prior to the 'valid to' date (see also 3.1). The business can also have different certification cycles for different certification systems.
- 2.4.** LEAF Marque certified business must adhere to the version of the Standard (see the [LEAF Marque Website](#)) that is applicable at the time of the audit. To be LEAF Marque certified the business must comply with all Essential Control Points, unless they meet the Not-Applicable criteria stated as verified by their CB.
- 2.5.** Audits can occur either at the same time as the LEAF Marque approved baseline certification system(s) audit, or as a stand-alone audit.
- 2.6.** Businesses will be notified in writing either at the time of their audit, or soon afterwards, if there are any non-conformances against Essential Control Points that must be resolved before LEAF Marque certification can be awarded.
- 2.7.** CBs are entitled to perform unannounced audits, either as decided by the CB or on direction from LEAF Marque.

3. Certification

- 3.1.** LEAF Marque certification is valid for a period of 12 months in which the 'valid to' date corresponds to the initial date of certification (e.g. certification first issued 1st September 2019, certificates renewed 1st September 2020, 1st September 2021). The exception to this is where the business wants to align the LEAF Marque certification cycle with the LEAF Marque approved baseline certification system cycle. In this instance, the certification cycle can be changed to match the first certification date that aligns with the LEAF Marque approved baseline certification system certificate (e.g. certification first issued 1st September 2019, certification for LEAF Marque and baseline system issued 15th January 2020, certificate renewed 15th January 2021, 15th January 2022).
- 3.2.** The validity of a LEAF Marque certificate can be extended to allow for CBs to audit the business at different times of year (see 2.3), or if unforeseen circumstances result in the CB being unable to provide the audit as required or due to factors outside the control of the business (e.g. natural disaster, flooding, political instability). Where unforeseen circumstances do occur, approval must be sought from LEAF Marque for certification extension.
- 3.3.** For a business' first audit, if a non-conformance against (an) Essential Control Point(s) are identified, the business has 3 months to resolve them. If this deadline is exceeded the business must reapply to the CB for another audit.
- 3.4.** On all subsequent audits, if a non-conformance against (an) Essential Control Point(s) is identified, it must be resolved by 28 days. If this deadline is exceeded the business must reapply to the CB for another audit.
- 3.5.** Each CB has the right to refuse, withdraw or amend the certification status of a member when it considers that it is necessary to do so to prevent the LEAF Marque System from being brought into disrepute.



3.6. Each CB has the right to immediately suspend or withdraw a LEAF Marque certificate if it receives information – from audits, surveillance, or any reliable sources – that indicates any of the following:

- The business is not maintaining the requirements of the LEAF Marque Standard
- The business' baseline system certification is suspended or withdrawn
- Any regional or national laws have been broken
- Requirements and legislation requiring food safety have not been achieved
- False or misleading statements were made on the application and/or renewal documentation, during an audit or any other communication. This may lead to exclusion from future membership.

3.7. From the 1st January 2020, LEAF Marque certificates will list a business' certified products. LEAF Marque certification is a whole farm approach, and all of a business' products must be included within an audit and listed on the certificate. In exceptional circumstance where the exemption criteria stated in the LEAF Marque Standard is met, a business' product may not be listed on the certificate. However, the product cannot be marketed as LEAF Marque certified and must comply with the LEAF Marque Standard and LEAF Product List.

3.8. LEAF Marque certified businesses must notify their CB of any inspection or activity that identifies a lack of compliance with any legislative requirement, LEAF Marque approved baseline certification system requirement or the LEAF Marque Standard.

4. Appeals and complaints

4.1. If a member has reason to appeal or complain about the audit or certification process, this must first be directed to the CB. The CB will have an appeals and complaints procedure in place for their ISO 17065 accreditation which will ensure your comment is dealt with appropriately.

4.2. If your complaint is not dealt with satisfactorily or the issue relates to an issue outside the scope of the CB or to the LEAF Marque Standard, then please contact LEAF Marque Ltd (Stoneleigh Park, Warwickshire, CV8 2LG. Email info@leafmarque.com. Tel: +44 (0) 2476 413911). CB complaints are monitored as part of the Oversight Programme, where sanctions can be enforced in instances of poor CB performance.

4.3. For a complaint about the LEAF Marque System, complaints must be submitted through the [Complaints Questionnaire](#). LEAF Marque will deal with this complaint as set out in the [Complaints Procedure](#).

5. Use of certification data

5.1. A list of LEAF Marque certified businesses will be made publicly available on the LEAF Website and updated biannually. Only the business name is published. LEAF also reserves the right to make a list of any businesses who were previously certified but have had their certificate suspended or withdrawn publicly available.

5.2. Additional certification data is available to members of LEAF the Charity with approved access rights, to search for LEAF Marque certified businesses through the LEAF Marque checker. The information



available will be the business name, LEAF Marque number, certification status, and production information.

5.3. There is further opportunity for certification data to be accessed by LEAF Charity members who chose to use the professional status tracker service, which is a commercial service. Information shared can include certification status, business name, LEAF Marque number, and product information.

5.4. Access to your Data is through [myLEAF](#). LEAF Marque businesses are able to access the following information:

- LEAF Charity Membership Certificate
- LEAF Marque Certification Status
- Contact Details

6. Making a LEAF Marque Claim

A LEAF Marque claim is either or both of the following:

- use of the LEAF Marque logo at point of sale (on pack AND/OR off pack, e.g. online shop)
- a sustainability claim directly referencing LEAF Marque certification that is used to set apart and promote a product, process, business or service.

6.1. Claims & Labelling (C&L) is effective from the 1st January 2020. Businesses have until the 30th September 2020 to understand and obtain a C&L Licence and to comply with the C&L Licence Agreement, LEAF Marque Claim Rules, and LEAF Style Guidelines, as is appropriate to the business.

6.2. It is the responsibility of any business making a LEAF Marque claim to identify whether they are the relevant Licence Holder for that product.

6.3. The LEAF Marque logo is a registered trademark and must not be used in any way outside the scope of the above consent. There must not be use or authorisation of any name, mark, sign or device confusingly similar to the LEAF Marque logo.

6.4. The LEAF Marque logo must not be used on any product that:

- is not LEAF Marque certified
- does not have certification from a LEAF Marque approved baseline system
- has been added to the business' production after the LEAF Marque audit has been conducted.

6.5. It is the responsibility of the C&L Licence Holder to ensure that all products making a LEAF Marque claim contain LEAF Marque certified product(s).

6.6. C&L Licences are individual and cannot be transferred or licensed to any other business or legal entity.

6.7. LEAF reserves the right to withdraw a C&L Licence after giving one months' notice or upon immediate notice if the member fails to comply with the C&L Licence Agreement and LEAF Marque Claim Rules.

7. LEAF Marque System

7.1. LEAF reserves the right to alter, amend the rules, LEAF Marque Standard or any other document relating to LEAF Marque. The changes will be notified to the participating farmers and others.



7.2. Any business engaged with the LEAF Marque System must comply with all applicable regional and national laws, conducting business lawfully and with integrity.