

# This agreement is between LEAF Marque Limited and

## LEAF Growers Ltd

Playstole Chapel Lane Sissinghurst Cranbrook  
TN17 2JN  
Date agreement printed: **04/02/2011**  
Last Updated: **04/02/2011**



## LEAF Marque warranty agreement

### Definitions:

In this agreement, the following words will have the following meanings:

**Producer:** Any farmer or grower engaged in the production of food raw materials who is a participating member of LEAF Marque.

**Agent:** Any individual or organisation responsible for the packing, further processing, marketing or sale of food raw material(s) supplied by a Producer. For the avoidance of doubt, this term includes any Producers responsible for their own marketing.

**Products:** Food and non food products originating from raw materials supplied by a Producer

**Composite Foods:** Food products derived from more than one raw materials and (potentially) supplied by a number of Producers

**Declared Products:** All Products for which the Logo is intended. (Simple and Composite Foods)

**LEAF:** The charity Linking Environment And Farming

**Logo:** The LEAF Marque Logo

**Declared Products:** The Products for which use of the Logo is intended are listed on the warranty record.

### Agreement:

In consideration of the Company agreeing to allow the Agent to use and apply the Logo the Agent undertakes to observe and perform the following terms and conditions:

1. To be members of LEAF for the duration of this agreement.
2. To apply the Logo only to Declared Products and associated promotional material.
3. To inform the Company in advance of any change to the Declared Products or any relevant change to the composition of Composite Foods.
4. To apply the Logo only to products originating from raw materials produced on LEAF Marque accredited farms or from Producers who can demonstrate that they have been granted licence to use the Logo.
5. To withhold use of the Logo if the Producer's LEAF Marque accreditation has lapsed or is withdrawn for any reason.
6. To have a notification system in operation that allows the Agent to be informed of change in LEAF Marque status of the grower / supplier. (Details of a system that uses LEAF Marque certification data can be found at

<http://www.leafuk.org/myleaf/upgrades/checker.eb>

7. To notify any customers of the Producer in the event that the Producer's licence has lapsed or has been withdrawn for any reason.
8. To ensure that Composite Foods comprise not less than 95% by weight of raw material derived from LEAF Marque accredited farms.
9. To follow any additional instructions that may from time to time be given by the Company in connection with the eligibility of particular individuals or classes of the way in which the LEAF Marque may be used. The Company will confirm (to any participating Agent) the accreditation status of a Producer on the specific request of that Producer or Agent.
10. To observe all directions given by the Company in relation to the colour, size and presentation of the Logo.
11. To operate an effective system of traceability that will ensure that the Logo is used only on eligible products. In particular, effectively to segregate eligible raw materials and products from any other material in the facility, to keep necessary records to be able to demonstrate traceability and to regularly challenge the traceability system to test its effectiveness.
12. To take all reasonable steps to maintain the integrity and wholesomeness of products carrying the Logo.
13. To inform the Company immediately of any event or occurrence that may undermine the integrity of the products to which the Logo is or will be applied.
14. To respect fully the Company's rights as owner of the Logo and all intellectual property rights associated with it.
15. To treat the LEAF Marque in a way that will protect and enhance its reputation.
16. To allow the Company, or its appointed agents, the right of entry at all reasonable times to inspect any premises occupied or used by the Agent, such access as is necessary to confirm compliance with this undertaking by prior agreement with the Agent.

**Commencement and Termination:**

17. This undertaking shall commence on the completion of an online warranty application
18. It will terminate one year from the signing hereof unless terminated earlier because:
  - (a) three months' notice in writing has been served by either party on the other or
  - (b) because the conditions of this undertaking have been breached and are incapable of remedy, or
  - (c) Because use of the Logo is no longer planned.

**Consequences of Termination**

19. The Agent shall remove all references to the Logo with immediate effect from any item in its possession, custody or control and further shall not dispose of any products and use its best endeavours to ensure that any third party does not dispose of any product unless it is repacked in packaging that does not bear the Logo.

**Confidentiality:**

20. The parties hereto undertake to respect the confidentiality of information to which they become party as a consequence of this undertaking and the associated applications.

## Grown Products

### Product

Apple

Courgettes

Avocado

Mushrooms

Chard

Ornamental Flowers and bulbs

## Customers

### Customer

Waitrose Ltd

Bamboo shoot

rustlers hamburger

Worldwide Fruit - [info@leafmarque.com](mailto:info@leafmarque.com)

Apple  LEAF Marque Logo Applied

Avocado  LEAF Marque Logo Applied