

Fairtrade Foundation

3rd Floor, Ibex House, 42-47 Minories, London EC3N 1DY
Tel: 020 7405 5942 Fax: 020 7977 0101 Email: mail@fairtrade.org.uk

Registration, Licensing and Certification Agreement

BETWEEN

- (1) **The Fairtrade Foundation** ("the Foundation")
Company Registration Number 2733136
Registered Charity No. 1043886
whose registered office is at:
3rd Floor, Ibex House
42 - 47 Minories
London
EC3N 1DY
Telephone: (020) 7405 5942 ~ Facsimile: (020) 7977 0101
e-mail: mail@fairtrade.org.uk

AND

- (2) **Registered Name: Beechfield Brands Limited** ("the Operator")
Trading Name: Beechfield Brands Limited
Company registration number: 02953704
Whose registered office is at:
Unit 3 Warth Industrial Park
Radcliffe Road
Bury
Lancashire
BL9 9NB

FLO-ID: 20930

The Foundation and the Operator are collectively referred to as the Parties and individually referred to as a Party.

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DEFINITIONS

The following words or terms shall have the meanings indicated below:

- (A) **Advertising & Promotional Materials** - all materials and statements produced by the Operator in the course of marketing the Products and includes (among others) leaflets, brochures, catalogues, press and broadcast advertising, press releases and information published via the internet.
- (B) **Agreement** - this Registration, Licensing and Certification Agreement including any appendices and the attached Schedules, all of which may be amended from time to time in writing in accordance with procedures outlined in this Agreement.
- (C) **Commencement Date** - the date this Agreement is signed by the representatives of the Fairtrade Foundation unless otherwise agreed in writing between the Parties.
- (D) **Confidential Information** - financial information and marketing plans relating to the Foundation, the Operator or any of the Operator's subsidiary or associated companies, or any intermediary supplier or their respective businesses, which have been disclosed by either Party to the other either orally or in writing, for the purposes of this Agreement.
- (E) **Fairtrade Premium** - An amount paid to producers in addition to the payment of the price for their products. The Fairtrade Premium is intended for investment in the producers' business and community (for small farmers' organisations or contract production projects) or for the socio-economic development of the workers and their community (for hired labour situations).
- (F) **Fairtrade Price** - The total price paid to producers, which includes the Fairtrade minimum price (or relevant market price where applicable, if higher than the Fairtrade minimum price) and the Fairtrade Premium.
- (G) **Finished Product** - A product that is packed into its retail packaging in which it is intended for sale to the consumer or into the catering pack ready for sale to a catering organisation.
- (H) **Ingredients (including Components)** – all raw materials, derivatives, semi-finished products and constituent parts of the Finished Product as offered for sale by the Licensee.
- (I) **Licence Fee** – the monetary amount to be paid by the Licensee at the final point of supply to the retailer or commercial end-user based on the net invoiced value of the Products sold by the Licensee as delivered to the premises of the retailer or commercial end-user, calculated as specified in Schedule G.
- (J) **Licensee (Licensed Operator)** – the company or individual that is subject to the terms of this Agreement and, in particular, approved to use the Mark on Finished Products certified by the Foundation. The Foundation's standard requirement is that the company or individual that sells the Finished Product, bearing the Mark, as the final or sole distributor to the retail stockist or commercial end-user should be the Licensee. In exceptional circumstances where this is not possible, the Foundation will decide on a case-by-case basis.
- (K) **the Mark** - the International Fairtrade Mark as described in the Fairtrade Mark Manuals, which give instructions for use of the Mark on packaging and Promotion Materials. The Fairtrade Mark is a registered trademark (no. 0026 06 994) of the Fairtrade Labelling Organisations International (FLO e.V.) to whom all rights, other than those expressly granted in this Agreement, are reserved.
- (L) **Operator** – a company subject to the terms of this Agreement.
- (M) **Producer Country** – the country in which is located the Fairtrade-certified producer group from which the products are sourced.
- (N) **the Product(s)** - any or all of the Operator's products detailed in the relevant Schedules of this Agreement, as amended from time to time.
- (O) **Registered Operator** – the company or individual that is subject to the terms of this Agreement and, in particular, approved to undertake the trading operations covered by the Agreement, which may not include using the Mark on Finished Products certified by the Foundation nor acting as the final or sole distributor of a Finished Product, bearing the Mark, to the retail stockist or commercial end-user.

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- (P) **Schedules** – annexes attached to the Agreement specifying the category, activities and Products for which the Operator is registered or licensed, the supply chain for the Products and other relevant information relating to the Operator's Fairtrade activities and requirements - see clause 1.1 of this Agreement.
- (Q) **Special Conditions** – Terms and conditions of the Agreement that differ from and take precedence over the Standard Terms and Conditions of the Agreement. Any such Special Conditions, which must be agreed in writing between the Parties to this Agreement, shall be specified in Appendix A to the Agreement.
- (R) **the Standards** - the Fairtrade Standard for UK Operators who Import, Handle, Process, Manufacture, Store, Wholesale or Distribute Fairtrade-certified Products, as amended from time to time.
- (S) **Unfinished Product** - A product that has **not** been packed into its retail packaging in which it is intended for sale to the consumer or into the catering pack ready for sale to a catering organisation. This includes loose fresh fruit and vegetables, any consignment traded in bulk, sacks, containers, etc. from the producers in the South up to the point at which it is packed ready for retail or catering sale.

BACKGROUND

- (A) Fairtrade Labelling, by approved application of the Mark to appropriate products, exists to provide a better deal for producers in developing countries engaged in international trade. It provides an independent certification system that confirms products as complying with Fairtrade Standards in the way they are produced and traded.
- (B) Fairtrade Standards are maintained by Fairtrade Labelling Organisations International (FLO e.V.) on behalf of its member labelling organisations, hereafter referred to as national Labelling Initiatives, of which the Foundation is the exclusive Labelling Initiative for the United Kingdom.
- (C) The Foundation is a registered charity (No. 1043886) established for the purpose of relieving poverty and is entering into this Agreement with the sole intent of furthering its charitable objectives.
- (D) The Foundation is authorised by FLO e.V. to licence the Mark to third parties for use only on or in relation to products that comply with Fairtrade Standards and that are intended primarily for sale in the United Kingdom.
- (E) The Operator is engaged either as a trader in the business of supplying unfinished or finished products for which FLO Fairtrade Standards exist and/or as a Licensee supplying Finished Products, to which the Mark is applied, directly to retailers or to non-retail outlets that sell to the consumer. In exceptional circumstances, a different model may be required. The Foundation reserves the right to make decisions in this respect on a case-by-case basis.

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STANDARD TERMS AND CONDITIONS

1. RIGHTS GRANTED

- 1.1 Subject to the terms and conditions set out in this Agreement, including any Special Conditions that may be agreed, in exceptional circumstances, between the Parties and set out in Appendix A of the Agreement and signed by both Parties, the Operator has been assessed by the Foundation for compliance against the Standards to carry out one or more of the following operations with regard to Fairtrade-certified Products, as specified in the Schedules to this Agreement.
- **Schedule A** specifies the category(ies) and activity(ies) for which the Operator is registered
 - **Schedule B** specifies the Unfinished and/or Finished Products the Operator is registered to import from Producer Countries into the UK and for which the Operator is required to pay the Fairtrade Minimum Price and/or Premium (as relevant)
 - **Schedule C** specifies the Unfinished Products the Operator is registered to produce and/or trade in and/or the Finished Products the Operator is licensed to produce and/or trade in having applied the Mark in accordance with the Standards
 - **Schedule D** specifies the additional sites the Operator is registered to use, the suppliers from which the Operator is registered to purchase and the companies to which the Operator is registered to sub-contract for the processing, manufacturing, packing, labelling, storage or distribution of the Products
 - **Schedule E** specifies the countries outside the United Kingdom (N.B. Republic of Ireland is outside the United Kingdom) to which the Operator is registered to market Finished Products carrying the Mark (Cross-border Sales)
 - **Schedule F** specifies the non-Fairtrade-certified Ingredient(s) for the use of which the Operator has been granted an exception and any other exception from the Standards that the Operator has been granted.
- 1.2 The Foundation hereby grants to the Operator (valid only if the Operator is a Licensed Operator) a non-exclusive licence to use the Mark on packaging of the Finished Products specified, where relevant, in Schedule C, and on Advertising & Promotional Materials relating to such Products.
- 1.3 The Mark may be used only on or in relation to the Products listed on Schedule C to the Agreement which have been produced in accordance with the Standards and providing that the Operator has complied with the terms of this Agreement.
- 1.4 The Schedules to this Agreement may be revised at any time by mutual agreement, as detailed in **clause 6** of this Agreement.
- 1.5 The Agreement is personal to the Operator and excludes any right to grant sub-agreements without the prior written approval of the Foundation, which may be given only in very exceptional circumstances.

2. DURATION

- 2.1 This Agreement shall commence on the date it is signed by the representatives of the Foundation and shall continue in force until terminated by either Party in accordance with **clause 7** of this Agreement.

3. OBLIGATIONS OF THE OPERATOR

- 3.1. The Operator shall comply with all the requirements of the Fairtrade Standard for Operators relevant to the registered and/or licensed operations and specifically with the conditions for issuing and maintaining certification as specified in Part 2 of the Standards.
- 3.2. The Operator shall pay the fees as specified in Part 2 of the Standards calculated on the basis specified in Schedule G, as amended from time to time. However, in the case of a Licensee (Licensed Operator) that sells Finished Products to distributors at prices lower than would normally be charged to the retail stockist or commercial end-user and such sales exceed 50% of the Licensee's total Fairtrade turnover, the Operator acknowledges and accepts the Foundation's

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right, after consultation with the Operator, to increase the Licence Fee to a level representing the agreed percentage of the full net invoice value of the sales of Fairtrade-certified Products to retailers or commercial end-users.

4. TERRITORY

- 4.1 The Products shall be marketed primarily in the U.K. The Operator hereby agrees not to actively market the Products in any other country (including the Republic of Ireland) without either entering into a separate agreement with the national Labelling Initiative (LI) for that country or receiving prior approval in writing from the Foundation that the relevant LI accepts the marketing of any or all of the Products in its country without a separate agreement.

5. OBLIGATIONS OF THE FOUNDATION

- 5.1 The Foundation warrants that:

- 5.1.1 The Mark is a registered trademark of FLO.
- 5.1.2 It will use its best endeavors to ensure that it has in place appropriate systems and personnel to respond to enquiries from the Operator pursuant to this Agreement.
- 5.1.3 It will apply the same level of requirements from all Operators registered to trade in Fairtrade products and/or authorised to use the Mark on finished Fairtrade-certified Products, being not less than the current FLO Fairtrade Standards for each product category.

6. VARIATION & REVIEW

- 6.1 The Foundation will periodically review such terms and conditions of this Agreement and the Standards as may be reasonably required to maintain adherence to FLO Standards, to maintain the integrity of the Mark, or to further the Foundation's charitable objectives, while having regard to the commercial necessities of the Operator.
- 6.2 The Foundation shall give prior notice to the Operator in writing setting out in reasonable detail the proposed variations to this Agreement and the Standards ("Consultation Notice") and shall consult with the Operator on the details and implementation of any such variations for a minimum period of **30 days** from the date of such Consultation Notice ("Consultation period") and shall then have the right to serve written notice of any variation to these terms and conditions ("Variation Notice") to take effect in not less than three months from the date of such Variation Notice.
- 6.3 The Operator shall be deemed to have accepted any notice of variation to these terms and conditions set out in the Variation Notice unless any objection is received in writing by the Foundation during the Consultation Period. Where any objection to the Consultation Notice has been received by the Foundation during the Consultation Period, the Foundation shall require the Operator to either agree to the terms of the Variation Notice or give notice of termination of this Agreement within 14 days of the date of the Variation Notice.
- 6.4 Any objection to variations to these terms and conditions first made after the expiry of the Consultation Period, or breach of the revised terms and conditions, may be regarded by the Foundation as a breach of the terms and conditions of this Agreement.
- 6.5 No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by both of the parties. This shall not apply to amendments to the Standards and Schedules.
- 6.6 The Standard Terms and Conditions apply subject to any Special Conditions which, if accepted by both Parties, shall be set out in an Appendix A to the Agreement, which shall be separately signed and dated by both Parties. Special Conditions will be considered only in very exceptional circumstances.

7. TERMINATION

- 7.1 The Foundation may terminate this Agreement by serving on the Operator three months' written notice of termination of the Agreement.

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- 7.2 The Foundation may terminate this Agreement at any time and without prejudice to its other remedies forthwith by notice in writing to the Operator if:
- 7.2.1 The Operator commits a breach of any of the terms of this Agreement, PROVIDED THAT if the breach is capable of remedy such notice shall be given only in the event that the Operator has been notified of the breach, has been given a reasonable opportunity to remedy it and has failed to do so; or
- 7.2.2 The Operator is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over its assets or takes or suffers any similar action in consequence of debt in any jurisdiction or ceases for any reason to carry on business; or
- 7.2.3 In the reasonable opinion of the Foundation, the Operator's use of the Mark will, or is reasonably likely to, bring the reputation of the Foundation or the Mark into disrepute, or undermine the distinctiveness of the Mark, or in any way be a potential cause of confusion in the Market.
- 7.3 Notice of termination of this Agreement under **clause 7.2** shall be at the discretion of the Executive Director or other executive of the Foundation duly authorised by the Board of the Foundation. The Operator may, within 15 days of receipt of such notice, request a review of this decision by the Board of the Foundation who shall appoint an Appeals Panel, to conduct such a review within a reasonable timescale.
- 7.4 The Operator may terminate this Agreement at any time by serving three months' written notice of termination of the Agreement on the Foundation.
- 7.5 The Operator may terminate this Agreement at any time and without prejudice to its other remedies forthwith by notice in writing to the Foundation if:
- 7.5.1 The Foundation commits a breach of any of the terms of this Agreement, provided that if the breach is capable of remedy such notice shall be given only in the event that the Foundation, having been notified of the breach, has been given a reasonable opportunity to remedy it and has failed to do so; or
- 7.5.2 The Foundation is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over its assets or takes or suffers any similar action in consequence of debt in any jurisdiction or ceases for any reason to carry on business.
- 7.6 Termination of this Agreement for whatever reason shall not affect accrued rights and remedies and in particular (without prejudice to that generality) the provisions of **clauses 10, 14, 17.2 and 18** shall have effect notwithstanding termination.

8. SELL-OFF PERIOD

- 8.1 After termination of this Agreement for whatever reason, the Operator shall not make any use of the Mark save that, if at that date the Operator has a stock of Ingredients and/or Products and unfulfilled orders on hand (provided such stock of the Ingredients and/or Products which are the subject of the unfulfilled orders comply in all respects with Fairtrade Standards), the Operator may sell such stock or fulfil such orders on the terms hereof for a period not exceeding three months from the date of termination of this Agreement.

9. IMMEDIATE WITHDRAWAL

- 9.1 If, in the reasonable opinion of the Foundation, the Operator has committed a fundamental breach of this Agreement, the Executive Director or other executive of the Foundation duly authorised by the Board of the Foundation shall have the right to remove the Sell-Off Period detailed in **clause 8** of this Agreement and require the immediate withdrawal of Products from sale. The Foundation will specifically regard a breach of any part of **clauses 5, 6, 7 or 10 of the Standards** as fundamental without prejudice to its right to consider other serious breaches of any part of this Agreement as fundamental.

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10. INDEMNITY

- 10.1 The Operator shall be liable for and will indemnify the Foundation (together with its staff, consultants and agents) against any and all reasonable liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever directly and properly incurred or suffered by the Foundation arising directly out of any dispute or contractual tortious or other claims or proceedings brought against the Foundation by a third party claiming relief against the Foundation by reason of the manufacture, use or sale of any Products and/or Ingredients by the Operator or the use by the Operator of the Mark except in so far as any such claims may arise from any breach of this Agreement by the Foundation or out of the use of the Mark by the Operator in accordance with the terms and conditions of this Agreement. In any instance of such a claim or proceedings being brought against the Foundation by a third party, the Foundation will take all reasonable steps to mitigate its losses.

11. ASSIGNMENT

- 11.1 The Operator may not assign, transfer, or in any other manner make over to any third party the benefit or burden of this Agreement without the prior written consent of the Foundation; such consent not to be unreasonably withheld or delayed.
- 11.2 The Foundation reserves all rights to assign this Agreement to FLO e.V. or to any of its members, subject to serving prior written notice of such assignment on the Operator.

12. ILLEGALITY

- 12.1 In the event that any term, condition or provision of this Agreement shall become or be determined to be invalid, unlawful or unenforceable to any extent in any relevant jurisdiction, the Foundation shall within three months of being informed of such situation:
- 12.1.1 either by written notice incorporate into the Agreement such revised terms as may be reasonably required to maintain adherence to FLO Fairtrade Standards, to maintain the integrity of the Mark, or to further the Foundation's charitable objectives, while having regard to the commercial necessities of the Operator,
- 12.1.2 or give notice to terminate the Agreement and the provisions of **clauses 7.3 and 8**
- 12.2 In the interim period, all other conditions of this Agreement shall remain in force.

13. NOTICE

- 13.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post to a Party at the address set out above for such Party, or such other address as one Party may from time to time designate by written notice to the other. Any notice or other document shall also be deemed to have been duly given if sent by facsimile or electronic mail and receipt is acknowledged by the other Party.
- 13.2 Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery if sent by hand, or if the notice or document is sent by electronic mail or facsimile within two working days from the date of transmission or immediately upon acknowledgement by the receiving Party whichever is the sooner.

14. CONFIDENTIALITY & DATA PROTECTION

- 14.1 Each Party will take all reasonable steps to protect all Confidential Information which is disclosed to or obtained by it pursuant to or as a result of this Agreement and will not divulge the same to any unauthorised third party and will allow access to the same to its own staff (and where appropriate to authorised representatives and third parties) only where reasonably necessary. Upon termination of this Agreement:
- 14.1.1 the Operator shall return the unexpired certificate and Schedules.
- 14.1.2 the Foundation shall retain archived copies of written and digital data in a secure location for a period of seven years, after which they shall be destroyed.

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- 14.2 Notwithstanding the termination or expiry of this Agreement for whatever reason, the obligations and restrictions in this **clause 14** shall remain in force for a period of three years following the termination of this Agreement.
- 14.3 The obligations of confidentiality under this clause shall not apply to any information or material which:
- 14.3.1 was already known to the recipient Party prior to its receipt from the disclosing Party
 - 14.3.2 was subsequently disclosed to the recipient Party lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing Party
 - 14.3.3 was in the public domain at the time of receipt by the recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or of any obligation of confidence owed by the recipient Party or by any of its sub-contractors or sub-licensees (if sub-licensees are permitted) to the disclosing Party
 - 14.3.4 is required to be disclosed by either Party by any competent legal authority
 - 14.3.5 is required to be disclosed to the authorised third parties, including FLO e.V. for the purposes of monitoring global Fairtrade conducted through its members (the LIs, of which the Foundation is the UK member) and FLO-CERT, for purposes of registration and international auditing (including the company name, address, contact details, date Agreement signed, registered, licensed or certified status within the Fairtrade system, commodities as listed in the FLO Part 3 Trade Standard, product type and Flow of Goods report), and the national Labelling Initiatives for the purposes of monitoring of, and invoicing for, cross-border sales (including sales volume and value by product, fee charged and fee rate). To this effect, the Operator grants express permission to the Foundation to disclose information and/or material to such authorised third parties for the stated purposes.
- 14.4 The Foundation shall take such appropriate technical and organisational measures as are necessary to comply with the Data Protection Act 1998 to protect against unauthorised or unlawful processing of personal data (as defined in section 1(1) of the Data Protection Act 1998) and against accidental loss or destruction of, or damage to, personal data.

15. GOOD FAITH

- 15.1 Both of the Parties undertake with each other to do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intention of this Agreement and, as far as practicable, to act in accordance with this Agreement.
- 15.2 Both of the Parties undertake to do all things reasonably within their power to promote and develop sales of the Products in respect of which the Mark is validly used.

16. INTERPRETATION

- 16.1 The headings in this Agreement are inserted only for convenience and shall not affect its construction.
- 16.2 Where appropriate, words denoting a singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate and unincorporated associations and partnerships.
- 16.3 References to clauses and Schedules are references to clauses and Schedules of this Agreement.

17. WAIVER

- 17.1 No waiver by either Party of the performance of any of the Operator's obligations under this Agreement shall be granted by the Foundation except in writing referring expressly to this Agreement bearing the date of such waiver, and (for the purpose of distinguishing it from any other such waivers made under this clause) bearing a sequential reference number applied to such waiver and signed for and on behalf of the waiving Party by an authorised signatory.

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17.2 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or in equity.

18. PUBLICITY

18.1 No announcement or publicity concerning this Agreement, the Operator, the Foundation, the Mark or (during the continuance of this Agreement) any Product shall be made by either Party (subject to the exercise by the Operator of the rights granted pursuant to **clause 1** hereof) without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

18.2 The Parties shall use all reasonable endeavors to avoid any association, endorsement or approval, whether explicit or implied, of the other Party or the Mark with any announcement or publicity, whether related to this Agreement or not, which has not been approved in writing by the other Party in advance.

19. FURTHER ASSURANCE

19.1 The Parties shall use their respective reasonable endeavors to procure that any necessary third parties shall do, execute and perform all such further deeds, documents, assurances, acts and things as either of the Parties hereto may reasonably require by notice in writing to the other to carry the provisions of this Agreement into full force and effect.

20. ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous agreement between the Parties hereto in relation to such matters. Both of the Parties hereby acknowledge that in entering into this Agreement they have not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.

21. THIRD PARTIES

21.1 Unless expressly stated in this Agreement, no third party shall have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22. DISCLAIMER

22.1 The certification and licence to use the Mark are awarded only in direct relation to the Products that conform to the requirements of the Standards and do not make any statement about companies or organisations selling them.

22.2 The Operator and/or seller whose name appears on or is attached to the product is solely responsible for the product labelling and other information thereon and for the proper use of the Mark.

22.3 It is the Operator's and/or seller's responsibility to ensure that packaging and labelling comply with all relevant labelling legislation and standards, and that all claims and statements relating to Fairtrade, the Fairtrade Foundation, the FAIRTADE Mark and the Fairtrade price and premium are accurate, up to date at the time of printing and can be substantiated if required.

22.4 The Foundation does not take responsibility for any claims made on packaging or related to the product otherwise and makes no warranties whether express or implied (including implied warrantability or merchantability), as to the product sold by the Operator or seller. Certification means only that, at the time of certification, the product, its composition and packaging conformed to the requirements and procedures specified in the Foundation's Fairtrade Standards

23. ARBITRATION

23.1 Any disputes arising in connection with the interpretation of this Agreement shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either Party by the President for the time being of the Law Society of England and Wales.

24. LAW AND JURISDICTION

24.1 This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNED and DELIVERED AS A DEED by THE OPERATOR

Acting By:  (Authorised signatory)
 Roger McHugh, Managing Director

4th Oct 2013
 Date

P.P.  (Authorised signatory)
 Francois Ruysen, Accountant/Secretary

4th Oct. 2013
 Date

P.P. (JAIN LAMB, PRODUCT MANAGER)

SIGNED and DELIVERED AS A DEED by THE FAIRTRADE FOUNDATION

Acting By:  (Authorised signatory)
 Ashish Deo, Director of Commercial Relations

10/10/13
 Date

 (Authorised signatory)
 Tim Gutteridge, Chief Operating Officer

17/10/13
 Date

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Appendix A to the Registration, Licensing & Certification Agreement

Appendix of Special Conditions

Applicable to the Registration, Licensing & Certification Agreement

Operator: Beechfield Brands Limited

FLO-ID: 20930

This Appendix of Special Conditions forms part of the Agreement between the Parties. This Appendix, together with the Agreement including any schedules and other appendices incorporated therein, shall be read and construed as the whole and entire agreement between the Parties, subject to any variations agreed in writing between the Parties from time to time. In the event of a conflict between the terms and conditions contained in the Agreement and the Special Conditions in this Appendix, the conditions in this Appendix shall take precedence. In this Appendix, unless the context requires otherwise, the words and expressions defined in the Agreement shall have the same meaning herein. All Definitions, Clauses and Appendices mentioned in this Appendix relate to the corresponding parts in the Standard Terms and Conditions of the Agreement.

Special Conditions:

1. In the initial implementation period for the Registration, Licensing and Certification Agreement, the Schedules A – F will not contain any data specifying the operations or the Fairtrade-certified Products for which the Operator is registered and licensed. The reason for this is that the Agreement and the Schedules are generated from data contained in the Foundation's new LASer system and the system does not yet contain the data. In this interim period, while all such data is being gathered, confirmed and input into the system, all Licensed Operators will be supplied with a separate Product Schedule specifying all Fairtrade-certified Products for which they are registered and licensed to apply the Mark. When the Foundation is in a position to issue fully completed Schedules A – F to Licensed Operators, the initial separate Product Schedule will be replaced by them. At the point schedules A - F are populated and issued to the Licensed Operator this special condition no longer applies.
-

This Appendix forms part of the Agreement between the Parties and is executed by the Parties as a binding agreement.

This Appendix is authorised and signed by the following signatories for and on behalf of the Operator:

Acting By:  (Authorised signatory)
Roger McHugh, Managing Director

4TH OCT. 2013
.....
Date

P.P.  (Authorised signatory)
Francois Ruysen, Accountant/Secretary
P.P. (IAIN LAMB, PRODUCT MANAGER)

4TH OCT. 2013
.....
Date

This Appendix is authorised and signed by the following signatories for and behalf of the Foundation:

Acting By:  (Authorised signatory)
Ashish Deo, Director of Commercial Relations

10/10/13
.....
Date

 (Authorised signatory)
Tim Gutteridge, Chief Operating Officer

17/10/13
.....
Date

Fairtrade Foundation

Schedule to the Registration, Licensing & Certification Agreement

Operator: Beechfield Brands Limited

FLO-ID: 20930

Schedule A - Registered Category & Activities

The Operator is registered for the following categories(including one of the following):

<Information to be included at a later date>

and for the following activities: (including one or more of the following):

<Information to be included at a later date>

specified on the following Schedules:

Schedule B	Imported Products & Supply Chain Details	Registered/Non-Registered
Schedule C	Unfinished Products	Registered/Non-Registered
	Finished Products - Single Ingredient	Certified/Non-Certified
	Finished Products - Composite	Certified/Non-Certified
	Decertified Products	
Schedule D	Supply Chain Details	Registered/Non-Registered
Schedule E	Cross-border Sales	Registered/Non-Registered
Schedule F	Exceptions from the Standards	Registered/Non-Registered
Schedule G	Fee Calculation	

Registration Details:

Date Agreement Implemented:

Date Schedule Issued:

Date Schedule Expires:

This document remains the property of the Fairtrade Foundation and must be returned in the event of suspension or termination of the Registration and/or Licence

Schedule to the Registration Licensing & Certification Agreement

Operator: Beechfield Brands Limited

FLO-ID: 20930

Schedule C – Products

<Unfinished Product(s) to be included at a later date>

<Finished Products to be categorised at a later date – Please refer to your product schedule, which is accessible from your LASer homepage, for a full list of your licensed finished products >

<Decertified Product(s) to be included at a later date>

The Operator is Registered to trade the following Products:

Unfinished Product(s)

Product Number	Product Name	Pack Size	Date Certified/ Decertified	Ingredient	%	Ingredient Status
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Finished Product(s) - Single Ingredient

Product Number	Product Name	Pack Size	Date Certified/ Decertified	Ingredient	%	Ingredient Status	Licensed/ registered to supply to licensees
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Finished Product(s) - Composite

Product Number	Product Name	Pack Size	Date Certified/ Decertified	Ingredient	%	Ingredient Status	Licensed/ registered to supply to licensees
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The following Products are NOT covered by the Operator's Registration:

Decertified Product(s) – no longer marketed

Product Number	Product Name	Pack Size	Date Certified/ Decertified	Ingredient	%	Ingredient Status
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Schedule to the Registration, Licensing & Certification Agreement

Operator: Beechfield Brands Limited

FLO-ID: 20930

Schedule D – Supply Chain Details

<Information to be included at a later date>

The Operator is registered to purchase from the following suppliers and to use the following subcontractors and additional sites in relation to its Fairtrade activities and products:

Type of Operator: **Operator's Additional Registered Site(s)**

Company Name:

Address:

Product Handled:

Type of Operation:

FLO ID Number:

Registered With:

Inspect or Not:

Type of Operator: **Registered Supplier(s)**

Company Name:

Address:

Product Handled:

Type of Operation:

FLO ID Number:

Registered With:

Inspect or Not:

Type of Operator: **Non-registered Storage Site(s) & Sub-contractor(s)**

Company Name:

Address:

Product Handled:

Type of Operation:

FLO ID Number:

Registered With:

Inspect or Not:

Type of Operator: **Registered Storage & Distribution Site(s)**

Company Name:

Address:

Product Handled:

Type of Operation:

FLO ID Number:

Registered With:

Inspect or Not:

Schedule to the Registration, Licensing & Certification Agreement

Operator: Beechfield Brands Limited

FLO-ID: 20930

Schedule E – Cross-border Sales

<Information to be included at a later date>

The Operator is registered to market the following Finished Products internationally (Cross-border Sales):

Cross-border Sales

Product Code	Product Name	Pack Size	Product Type	Destination country	Date Registered
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Schedule to the Registration, Licensing & Certification Agreement

Operator: Beechfield Brands Limited

FLO-ID: 20930

Schedule F – Exceptions from the Standards

<Information to be included at a later date>

The Operator has been granted the following Exception(s):

Exception

Product Code	Product	Component with exception	Conditions	Quantity	Unit	Date approved	Expiry Date
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Subcontractors

Non-registered Subcontractors listed on Schedule D No Fee at this time
under the control of the Operator

Note - In the case of a Licensee (Licensed Operator) that sells Finished Products to distributors at prices lower than would normally be charged to the retail stockist or commercial end-user and such sales exceed 50% of the Licensee's total Fairtrade turnover, the Foundation reserves the right, after consultation with the Operator, to increase the fee to a level representing the agreed percentage of the full net invoice value of the sales of Fairtrade-certified Products to retailers or commercial end-users.