



# LEAF Marque System Rules

Version 5.1 – September 2023

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



## **1. Membership**

- 1.1.** LEAF Marque Membership applies to the whole farm business. This business is the entity that is audited and awarded certification once a Certification Body (CB) has verified compliance with the LEAF Marque Standard. The whole farm refers to the farming activities a business has full responsibility for. The whole farm business must have the capacity to enter into contracts and to be held responsible for its actions.
  - 1.1.1.** In instances where a business works in partnership with another business, the 'whole farm business' can include both businesses, for example, 'Farm A incorporating Farm B'.
  - 1.1.2.** For GLOBALG.A.P Option 2 businesses, the whole farm business includes all growers within the LEAF Producer Group.
- 1.2.** LEAF Marque Membership is created when the business establishes a legally enforceable contract with their CB.
  - 1.2.1.** LEAF Marque Membership is independent of LEAF Marque certification status and is updated annually on renewal of the contract between the CB and business. It is the responsibility of the CB and business to annually renew their contract, and the responsibility of CBs to update LEAF Marque Membership as determined by the contract anniversary date. The contract includes businesses' agreement to comply with the CB rules and LEAF Marque System Rules.
  - 1.2.2.** 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 If the payment is not made within 3 months, it will be 'Closed' and the certification status changed to 'Withdrawn'.
- 1.3.** 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 certification 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 closed, or any other certification or membership conditions which have been imposed which prevent the application from being accepted. Any corresponding conditions must be accepted by both the previous and new CB before a transfer can take place.
- 1.4.** 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 even if the business transfers between CBs.
- 1.5.** The membership category for LEAF Charity Membership and LEAF Marque Membership must be as closely aligned with the LEAF Marque approved baseline certification system membership as possible. For example, GLOBALG.A.P. Option 2 members must have LEAF and LEAF Marque Producer Group membership, and GLOBALG.A.P. Option 1 members must have LEAF and LEAF Marque individual membership.
- 1.6.** 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 LEAF Marque audit includes all the products and land identified in the producer's whole farm definition, regardless of whether the products are included on the LEAF Marque certificate.



- 2.2. The first audit will take place by arrangement between the CB and the business, at a time that enables an effective and representative audit.
- 2.3. Businesses must prepare all relevant documentation and information prior to an audit.
- 2.4. Recertification audits are conducted annually. 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, without impacting the certification cycle. 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). Alternatively, businesses can have different certification cycles for different certification systems.
- 2.5. LEAF Marque certified businesses must adhere to the version of the LEAF Marque Standard (see the [LEAF Marque Webpage](#)) that is applicable at the time of the audit. To be LEAF Marque certified, the business must comply with all 'Essential' Control Points, unless the CB verifies that the Not-Applicable criteria is met.
- 2.6. Audits can occur either at the same time as the LEAF Marque approved baseline certification system(s) audit, or as a stand-alone audit.
- 2.7. Promptly, and no later than 7 days after the last day of the audit, businesses will receive an Audit Summary Report which includes, at a minimum, any identified non-conformances against Essential and/or Recommended Control Points, the deadline for submission of corrective evidence to close non-conformances, and non-conformances identified in the previous audit (if applicable).
- 2.8. The business must pay all audit fees to the CB. As a minimum, this includes the certification/recertification audit fee, but can also include additional fees for:
  - 2.8.1. Assessment of additional sites and/or holdings/buildings located away from the main site
  - 2.8.2. Unannounced audits
  - 2.8.3. Spot checks
  - 2.8.4. Extension audits
- 2.9. CBs are entitled to perform unannounced audits, either as reasonably determined by the CB or on direction from LEAF Marque.
- 2.10. Where the need arises, CBs can perform announced spot checks to check that non-conformances have been resolved, or to verify information received from a complaint/informant regarding the business' compliance with LEAF Marque Standard requirements and/or relevant legislative requirement.
- 2.11. Members must inform the CB of any changes to their business involving land area, products, or growers in a Producer Group. Subsequently, CBs will conduct a risk assessment to determine the necessary steps to amend the business' certification. See Annex 1 for risk-assessment criteria.
  - 2.11.1. Where a business change represents a high risk, an extension audit will be conducted. Extension audits follow the same procedure as certification and recertification audits but are focused only on the new product and/or land and/or grower, with 28 days to close non-conformances. If non-conformances are not closed within the deadline, the certificate is suspended, and another extension audit is needed to reinstate the certificate. Where no non-



conformances are identified or if closed within the deadline, the certification will be amended but the certification cycle remains the same.

- 2.11.2.** Where a business change represents a low risk, the CB will update the certificate accordingly and the certification cycle will remain the same.

### **3. Certification**

- 3.1.** Only those products which are also certified to a LEAF Marque approved baseline system may become LEAF Marque certified.
- 3.2.** LEAF Marque certificates are valid for 12 months, and the annual certification cycle is determined by the initial date of certification (e.g., certification first issued 1st September 2021, next 'valid from' date is 1st September 2022). 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, following a joint audit, the certification cycle can be changed to correspond to the LEAF Marque approved baseline certification system certificate.
- 3.3.** 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), to enable alignment with baseline certification systems, 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). For auditing at different times of year and alignment with baseline certification systems, CBs can issue certificate extensions for up to 4 months. Where exceptional unforeseen circumstances occur, approval must be sought from LEAF Marque for certification extension and can be granted for up to 6 months.
- 3.4.** For a business' first audit, non-conformance(s) identified against (an) Essential Control Point(s) must be closed no later than 3 months after the end of the audit. Corrective evidence must be submitted to the CB for evaluation. If this deadline is exceeded, another LEAF Marque audit is necessary.
- 3.5.** On all subsequent audits, non-conformance(s) identified against (an) Essential Control Point(s) must be closed no later than 28 days after the end of the audit. Corrective evidence must be submitted to the CB for evaluation. If this deadline is exceeded, if the client's certificate is still valid it must be withdrawn, and another LEAF Marque audit is necessary.
- 3.6.** If circumstances arise beyond the business' control that result in the business or CB being unable to meet the deadlines stated in 3.4 and 3.5, the CB can send LEAF Marque a non-conformance extension request. A maximum 28-day extension can be granted. If non-conformances are closed within this period and the subsequent certification decision is positive, the existing certification cycle can be reestablished. If non-conformances are not closed within the extension period, the business must reapply for another audit.
- 3.7.** 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.
- 3.8.** 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.

**3.8.1.** CBs will suspend or withdraw certificates depending on the severity of the issue.

**3.8.2.** CBs will inform LEAF Marque and the business within 7 days of a **suspension**, stating the reason for the suspension, remedial actions, and the deadline in which these actions must be completed. Businesses with suspended certifications must immediately desist from the sale or advertisement of any of their products as LEAF Marque certified. Where CBs receive evidence of sufficient remedial actions within the required deadline, the certificate will be reinstated. Where CBs do not receive evidence of sufficient remedial action within the required deadline, the certificate will be withdrawn.

**3.8.3.** CBs will inform LEAF Marque and the business within 7 days of a **withdrawal**, stating the reason for the withdrawal. Businesses with withdrawn certifications must immediately desist from the sale or advertisement of any of their products as LEAF Marque certified. The existing certification cannot be reinstated, and another audit must be conducted in order to achieve certification.

**3.9.** All LEAF Marque certificates must include at minimum:

- The name and address of the certified business, and their LEAF Marque Membership number
- Whether the certified business is an individual producer (option 1), individual producer - multisite with/without QMS (option 1), or producer group (option 2)
- In the case of producer groups (option 2) the number of producers included in the LEAF Marque Producer Group
- In the case of individual producer – multisite with/without QMS (option 1) the number of sites
- The name, address of the issuing certification body, and contact details where the validity of the certificate may be verified.
- The certified products (NB only those products which are also certified to an approved baseline standard may be included on the LEAF Marque certificate).
- The validity period of the certificate (valid from and valid to dates)
- The version number of the LEAF Marque standard against which the certificate is issued
- The LEAF Marque logo
- The page number in the format 'Page X of Y', where X is the current page and Y the total number of pages
- the names, addresses and certified products of the LEAF Marque producer group members (option 2)\*
- the names, addresses and certified products of sites within a LEAF Marque individual producer – multisite with/without QMS (option 1)\*

*\*NB the LEAF Marque Producer Group or LEAF Marque Multisite operation may consist of a subset of a GlobalGAP group/operation, according to which producers/sites producer LEAF Marque certified products*

The CB may optionally also include:

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- additional information regarding the area of land, and volume of products certified.

**3.10.** 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 all complaints are dealt with appropriately.

**4.2.** If a complaint is not dealt with satisfactorily or the complaint relates to an issue outside the scope of the CB or regarding the LEAF Marque Standard, then please contact LEAF Marque Ltd (Stoneleigh Park, Warwickshire, CV8 2LG. Email: [info@leafmarque.com](mailto: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 made by submitting a complaints form to [enquiries@leaf.eco](mailto:enquiries@leaf.eco). The complaints form and complaints procedure can be found on the [LEAF website](#).

#### **5. Use of certification data**

**5.1.** Members can access their own data through myLEAF, including LEAF Charity Membership information, Contact Details, and LEAF Marque Certification Status (if relevant).

**5.2.** A list of LEAF Marque certified businesses will be made publicly available on the LEAF Website and updated at regular intervals. The business name, certificate scope, and expiry date are published. This list can also reference businesses who were previously certified but have had their certificate suspended or withdrawn.

**5.3.** Additional certification data is available to LEAF Charity members. The LEAF Marque Checker enables members to search a live database of LEAF Marque certified businesses, and access data on business name, LEAF Marque number, postcode, and certification details (status, expiry date, certified products).

**5.4.** There is further opportunity for certification data to be accessed by LEAF Charity members who chose to use the LEAF Marque Tracker, a professional status tracker service. where information shared can include business name, LEAF Marque number, address, and certification details (status, expiry date, certificate history, certified products).

**5.5.** Data from certified businesses' LEAF Sustainable Farming Review will be aggregated, anonymised, and published in LEAF's annual Global Impacts Report and other Impacts reporting.

**5.6.** If a matter arises which could constitute or lead to an infringement of any laws or LEAF Marque Standard requirement, a relevant regulatory/administrative body/agency/organisation is entitled to provide LEAF Marque and/or CBs with any relevant information.

**5.7.** Where there is mutual benefit to certified businesses and industry partners (including retailers, researchers, government bodies, prospective or existing partnerships), LEAF Marque can share certification data in either anonymised formats (e.g., % certified), or aggregated groups (e.g., certification status of relevant supply base).



**5.8.** LEAF Marque reserves the right to provide information relating to certification data, including certificate withdrawals/suspensions and audit non-conformances, to relevant regulatory/administrative body/agency or relevant organisations where necessary to protect the integrity of LEAF Marque certification and comply with the law.

## **6. LEAF Marque claim**

**6.1.** Claims which meet the definition of a LEAF Marque claim must obtain a Claims & Labelling (C&L) Licence and comply with the C&L Licence Agreement, LEAF Marque Claim Rules, and LEAF Style Guidelines, as is appropriate to the business. A LEAF Marque claim is either or both of the following:

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

**6.1.1.** It is the responsibility of any business making a LEAF Marque claim to identify whether they are the relevant Licence Holder.

**6.1.2.** 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).

**6.1.3.** 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 CB
- does not have certification against a relevant baseline certification system
- has been added to the business' production after the LEAF Marque audit has been conducted and before the certificate has been updated (see 2.10).

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

**6.1.5.** 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.

**6.2.** Claims which do not meet the definition of a LEAF Marque claim must comply with the requirements in the LEAF Style Guidelines.

**6.2.1.** 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.

**6.2.2.** The LEAF Marque logo and/or claim shall not be used in any manner that:

- alters, modifies, or distorts the LEAF Marque logo and/or claim in any way
- could be construed as distasteful, offensive or controversial
- discredits or tarnishes the reputation or goodwill of LEAF Marque
- is false or misleading
- violates the rights of others, any law, regulation, or other public policy
- mischaracterises the relationship between LEAF Marque and the CB





- identifies LEAF Marque as part of the business (e.g., included in the company name).

## 7. LEAF Marque System

- 7.1.** LEAF reserves the right to alter or amend the rules of the LEAF Marque Standard or any other document relating to LEAF Marque. The changes will be notified to the participating members and any other relevant stakeholders.
- 7.2.** Any business engaged with the LEAF Marque System must comply with all applicable regional and national laws and regulations, following relevant international treaties, conducting business lawfully and with integrity.
- 7.3.** The LEAF Marque System Rules are subject to review at a minimum of every 5 years. The review may be conducted more frequently if required.
- 7.4.** CBs can submit a variation request in exceptional circumstances where factors outside the control of the CB and/or member may result in a variation from the LEAF Marque System Rules. A written variation request must be sent to LEAF Marque in advance of any deviation from the LEAF Marque System Rules. The variation request must state the relevant clauses, detailed explanation of the justification for the variation, and supporting evidence to demonstrate the integrity of LEAF Marque principles and how LEAF Marque Standard requirements will be maintained if the variation request is granted.
- 7.4.1.** LEAF Marque will approve variation requests that provide sufficient evidence to demonstrate that variation is necessary and will not impact the integrity of the LEAF Marque System. On approval, LEAF Marque will send a confirmation letter to the CB which states the clauses the variation is approved for, any associated conditions, and the validity period of the variation.
- 7.4.2.** LEAF Marque and the CB will keep a record of all variation requests which includes the justification and, if approved, the confirmation letter.

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Version History	Date
Version 1	March 2006
Version 2	April 2008
Version 3.0	July 2014
Version 3.1	May 2017
Version 3.2	June 2018
Version 4	December 2019
Version 5	November 2021
<b>Version 5.1</b>	September 2023





## Annex

### 1: Risk-Assessment criteria for business changes

Change	Risk Assessment	High Risk Thresholds	Low Risk Thresholds	High Risk action	Low Risk action
<b>New Area</b>	<ol style="list-style-type: none"> <li>1. Change in proportion to business size</li> <li>2. Type of land area</li> <li>3. Risk to LEAF Marque integrity</li> <li>4. Risk of compliance with Standard</li> </ol>	<p><i>Any of the following:</i></p> <ol style="list-style-type: none"> <li>1. <math>\geq 25\%</math> increase in area/number of livestock</li> <li>2. New area has environmental significance such as protected or high conservation value areas</li> <li>3. Any land area that may prevent or constrain implementation of Integrated Farm Management principles, such as conversion of habitat area</li> <li>4. Any land area that may not be compliant with the LEAF Marque Standard (e.g., deforested land), and/or businesses with significant non-conformance history</li> </ol>	<p><i>All of the following:</i></p> <ol style="list-style-type: none"> <li>1. <math>&lt; 25\%</math> increase in area/number of livestock</li> <li>2. New area is not of environmental significance</li> <li>3. No LEAF Marque integrity risks</li> <li>4. No LEAF Marque Standard compliance risk</li> <li>5. No significant non-conformance history</li> </ol>	<p>If CB is informed of changes 4 months prior to the certificate end date, the audit can be brought forward (<i>certification cycle remains the same</i>) and the usual recertification procedure applies</p> <p>OR</p> <p>Extension audit verifies compliance on new area. If non-conformances are identified, they must be closed within 28 days. The certificate is amended to include the new area.</p>	<p>LEAF Sustainable Farming Review amended &amp; CB records updated</p> <p>AND</p> <p>Certificate is amended to include the new area</p>
<b>New Product</b>	<ol style="list-style-type: none"> <li>1. Type of product</li> <li>2. Area of new product</li> <li>3. Risk to LEAF Marque integrity</li> <li>4. Risk of compliance with Standard</li> </ol>	<p><i>Any of the following:</i></p> <ol style="list-style-type: none"> <li>1. All products, excluding those in low-risk category</li> <li>2. Product on land that was previously a habitat area / land not in production</li> <li>3. Any product with negative associations respective to the business/site context</li> <li>4. Any product that has a limited capacity to achieve compliance with the Standard (e.g., due to lack of baseline certification system), and/or businesses with significant non-conformance history</li> </ol>	<p><i>All of the following:</i></p> <ol style="list-style-type: none"> <li>1. Product within the same scope of existing baseline certification system for combinable crops or horticultural</li> <li>2. Product on land used for production previously</li> <li>3. No LEAF Marque integrity risks</li> <li>4. No LEAF Marque Standard compliance risk</li> </ol>	<p>If CB is informed of changes 4 months prior to certificate end date, the audit can be brought forward (<i>certification cycle remains the same</i>) and the usual recertification procedure applies</p> <p>OR</p> <p>Extension audit certificate compliance of new product. If non-conformances are identified, they must be closed within 28 days. The certificate is amended to include the new product.</p>	<p>LEAF Sustainable Farming Review amended &amp; CB records updated</p> <p>AND</p> <p>Certificate is amended to include the new product</p>



<b>New Product &amp; Area</b>	<ol style="list-style-type: none"> <li>1. Type of product</li> <li>2. Area of new product</li> <li>3. Risk to LEAF Marque integrity</li> <li>4. Risk of compliance with Standard</li> </ol>	<p><i>Any of the following:</i></p> <ol style="list-style-type: none"> <li>1. All products, excluding those in low-risk category</li> <li>2. New product represents <math>\geq 25\%</math> increase in area/number of livestock, and/or on land with environmental significance such as protected or high conservation value areas</li> <li>3. Any product or area with negative associations respective to the business/site context, or those that are constrained in the implementation of Integrated Farm Management principles</li> <li>4. Any product or area that has an increased likelihood of not complying with the Standard (e.g., lack of baseline certification system, deforestation), and/or businesses with significant non-conformance history</li> </ol>	<p><i>All of the following:</i></p> <ol style="list-style-type: none"> <li>1. Product within the same scope of existing baseline certification system for combinable crops or horticultural</li> <li>2. <math>&lt; 25\%</math> increase in area/number of livestock, and not on land with environmental significance</li> <li>3. No LEAF Marque integrity risks</li> <li>4. No LEAF Marque Standard compliance risk</li> </ol>	<p>If CB informed of changes within 4 months of the certificate end date, the audit can be brought forward (<i>certification cycle remains the same</i>) and the usual recertification procedure applies</p> <p>OR</p> <p>Extension audit assess compliance of new product and area. If non-conformances are identified, they must be closed within 28 days. Then, the certificate is amended to include new area and product.</p>	<p>LEAF Sustainable Farming Review amended &amp; CB records updated</p> <p>AND</p> <p>Certificate is amended to include product</p>
<b>New grower / area / product in LEAF Producer Group</b>	<ol style="list-style-type: none"> <li>1. Number of producers added to the group / multisite</li> <li>2. Increase in area / number of livestock</li> <li>3. New product added</li> <li>4. Risk to integrity of LEAF Marque</li> <li>5. Risk of compliance with the Standard</li> </ol>	<p><i>Any of the following:</i></p> <ol style="list-style-type: none"> <li>1. <math>\geq 10\%</math> new producers in a group</li> <li>2. <math>\geq 10\%</math> increase in area/no. livestock</li> <li>3. Any new product</li> <li>4. Any product, area, or grower that may constrain implementation of Integrated Farm Management Principles,</li> <li>5. Any product, area, or grower that has an increased likelihood of not complying with the Standard (e.g., lack of baseline certification system, deforestation), and/or businesses with significant non-conformance history</li> </ol>	<p><i>All of the following:</i></p> <ol style="list-style-type: none"> <li>1. <math>&lt; 10\%</math> of new producers in a group</li> <li>2. <math>&lt; 10\%</math> increase in area / no. livestock</li> <li>3. No new products</li> <li>4. No LEAF Marque integrity risks</li> <li>5. No LEAF Marque Standard compliance risks</li> </ol>	<p><i>At a minimum, assessment of one or more of the following:</i></p> <ul style="list-style-type: none"> <li>• square root of new producers/sites</li> <li>• square root of producers/sites with increased area and/or new product</li> </ul> <p><i>AND, for high risk businesses as identified by the CB, assessment of:</i></p> <ul style="list-style-type: none"> <li>• inclusion of changes within QMS, and completion of internal audit of new grower/product/area</li> </ul> <p>If non-conformances are identified, they must be closed within 28 days. Then, the certificate is amended to include grower and new area/product if relevant.</p>	<p>LEAF Sustainable Farming Review amended &amp; CB records updated certificate</p> <p>AND</p> <p>Producer conducts internal audit and amends Quality Management System</p>