

Bord Bia Quality Assurance Logos

Logo Use Policy

1 Introduction

Bord Bia operates Quality Assurance Schemes (QASs) for the following products; beef, eggs, edible horticultural produce (fruit & vegetables), lamb, pigmeat, poultry and in the amenity horticultural area i.e. garden centres, nurseries and for the landscape sector.

This document deals with the use of the Bord Bia Quality Assurance logos for the food schemes only.

2 Bord Bia QAS Logos

The Bord Bia QAS logos have been developed to promote the QASs to the consumer. While the use of the applicable QAS logo(s) is not an obligatory part of membership, it/they can only be used on product by members of Bord Bia QASs. Where a QAS logo is to be used on product all links in the production of the finished product must be QAS members i.e. in the Beef Quality Assurance Scheme the farmer, the abattoir and processing plant must all be members of BQAS in order for the meat at retail outlets to carry the QAS logo. For horticultural produce the grower and packer (and processor for prepared fruit & vegetables) must be members of the Horticulture Quality Assurance Scheme (HQAS).

Although retailers are not members of Bord Bia's Quality Assurance Schemes they may use the Bord Bia QAS logos for promotion and marketing purposes in accordance with the conditions contained in this document.

The overriding principle in Bord Bia allowing the QAS logo to be used is that the logo must be clear, unambiguous and must not mislead the consumer, whether on pack, or on advertising and promotional material.

2.1 Types of the Bord Bia Quality Assurance Logos

The different Bord Bia QAS logos available are presented in Appendix 1.

2.1.1 LOGOS 1, 2 AND 3

Logos 1 – 3 refer to “origin”

- Logo 1 - Origin Ireland Logo - where activities occur in the Republic of Ireland, (RoI). For meat this means animals born, reared and slaughtered in RoI and for eggs means produced and packed in the RoI;
- Logo 2 - Origin Northern Ireland (NI) Logo – conditions as for Logo 1 except that all activities occur in Northern Ireland.
- Logos 3 & 3A- Quality Logos stating “Produced & Processed in Ireland and Northern Ireland” and “Produced & Packed in Ireland and Northern Ireland” – where not all of the activities happen exclusively in NI or exclusively in the RoI – e.g. born & reared in RoI slaughtered in NI. Where some of the activities happen in RoI and some in NI only this logo can be used. Eggs produced in NI and packed in RoI must use Logo 3A.

In general Logos 1 – 3 can only be used on approved products where all components are approved i.e. bag of mixed vegetables, all of the different vegetables must be from QAS growers; BBQ pack – all meats must be from QAS sources.

However in the case of some products where a minimal value added process has been incorporated it may be permissible to use logos 1 – 3 i.e. breaded chicken breasts. In all cases for meat products the meat content must be greater than 90% for logos 1 – 3 to be used (with the exception of sausages and cured pigmeat see section 2.1.1.1 below). Logos 1 – 3 can also be used for horticultural produce i.e. salad with dressing, Caesar salad etc. provided the component(s), for which no QAS exists, do(es) not exceed 10% by weight.

Some products may contain meat and other ingredients from QAS sources i.e. “Shepherd’s Pie” where both meat and potatoes are from Bord Bia approved quality assured sources. For such products, provided the combined weight of the QAS ingredients is at least 90% of the total weight, Logos 1 – 3 can be used.

It is a requirement, in seeking approval to use a QAS logo, that all ingredients, where a Bord Bia QAS exists, must be sourced from producers who are members of the QASs.

QAS Logos 1 – 3 must be placed on the front of pack. (See size guidelines below)

2.1.1.1 Sausages & Cured Pigmeat

Only logos 1 – 3 can be used on sausages and cured pigmeat products and only where the following specifications are met:

Sausages

- Pork must Bord Bia QAS pork;
- Pork meat content must be 70% or more;
- Maximum fat in the final product 24% by analysis;
- Maximum added water 15%;
- Maximum added sodium 0.75g/100g.

Cured pigmeat products

The following table details the maximum amount of added water and salt permitted under the pigmeat quality assurance scheme. Logos 1- 3 can be used on these products where these limits are observed. Where these limits are not complied with no logo can be used.

Product	Maximum Added Water %	Maximum Salt (as NaCl) %
Wiltshire Bacon	10	4.0
Bone-in and Boneless Bacon Products:		
Gammon Steaks	10	2.75
Gammon Joints	10	3.35
Bacon Joints (Back & Streaky)	10	3.35
Fore-end Joints (Collar, Shoulder, Breast)	10	3.35
Rashers (Back & Streaky)	10	3.35
Cooked Hams	10	2.53

2.1.2 Logos 4, 5 & 6

Logos 4 – 6 were developed for use on packs where the total weight of QAS ingredients is less than 90% and the meat* content from QAS product is less than 90% of the total content by weight as follows:

Where the meat content of the product is between 50% and 90% of the total weight content, logos 4-6, incorporating the strap line “Meat Content Only”, may be used. These must be positioned on the front of packaging.

When the percentage of meat content is less than 50% of the total product weight then the “Meat Content Only” logo can be used but must be placed at the back of the pack beside the ingredients list for the product. This will generally apply to meat products that have undergone a more substantial value added process and may contain more than one meat type. All meat types used in such products must be produced under the relevant Bord Bia Quality Assurance Scheme.

Logos 4 – 6 cannot be used on sausages regardless of their meat content.

Logos 1 – 6 cannot be used on loose meat products i.e. the products carrying the QAS logo(s) must be pre-packed and pre-labelled.

Canned products are not permitted to carry the Bord Bia QAS logos.

***NOTE 1: The definition of MEAT is as per EU Directive 2001/101/EC
The maximum fat & connective tissue content designated by the term “meat” is as follows:**

Species	Fat %	Connective Tissue %
Cattle & Sheep	25	25
Pigs	30	25
Poultry	15	15

Additional fat or connective tissue (other than that included in “meat”) cannot be included in products carrying the Bord Bia QAS logos.

Mechanically separated meat (MSM) or mechanically recovered meat (MRM) is not defined as “meat” and it is therefore excluded from products carrying the Bord Bia QAS logos.

Bord Bia reserves the right to request that the applicant provides analysis of composition from an Accredited Laboratory for any product seeking approval to use a QAS logo.

Bord Bia also reserves the right to conduct its own laboratory analysis on products seeking approval to use the Bord Bia QAS logos.

SUMMARY OF LOGO USE FOR DIFFERENT PRODUCTS

QAS Product	Logos 1 – 3A	Logos 4 – 6	Logos 4 – 6
Type	Front of Pack	Front of Pack	Back of Pack
Eggs	✓		
Meat ≥ 90% by weight	✓		
Hort produce ≥ 90% by wt.	✓		
Mixed QAS product ≥ 90% by wt.	✓		
Total QAS content < 90% but meat 50% - 90%		✓	
Total QAS content < 90% and meat content < 50%			✓
Sausages meat content ≥70%	✓		
Sausages meat content <70%	X	X	X

2.1.3 LOGO 7

This logo has been developed for use by producers, growers, packers and processors, who are approved members of a Bord Bia QAS. It can be used on letterheads, invoices, business cards etc. and on delivery vehicles but not on vehicles used in direct sales to the public (i.e. roadside sales).

2.2 Use of QAS Logos and Procedure for Approval

The use of the Bord Bia QAS logos must at all times conform to the conditions set down in this document.

2.2.1 BY MEMBERS OF THE QAS

2.2.1.1 On Product

The written approval of the Bord Bia Quality Assurance Manager or nominee **must** be obtained **before** the Bord Bia QAS logos can be used on product.

All proposed uses of QAS Logos on product must be submitted in draft form for approval.

This must be done on line via <https://qas.bordbia.ie/logoapproval> and follow the link to “Logo Request” in the Retail section.

The logo must be placed on a label where it is visible in its entirety to the consumer – it is not permitted to place it on a label where the packing process could cause part of it to be obscured.

In seeking approval for logo use it is the responsibility of the applicant to provide all materials with dimensions of both label and logo clearly indicated – failure to so do will lead to the application being rejected. Please ensure the guidelines on size (see 2.3.4 below) are observed.

Members of the Horticulture Quality Assurance Scheme (HQAS)

Potato growers must ensure that their Registration Number from the Department of Agriculture, Fisheries & Food is printed on all packaging carrying the Bord Bia QAS logo.

All other members of the HQAS, who wish to use the QAS logo on produce, **must** include the Bord Bia Producer Number on all packaging carrying the QAS logo.

2.2.1.2 On Stationery etc.

Members of the Bord Bia QAS may use Logo 7 – Certified Member on invoices, headed paper, business cards etc. and on delivery vehicles (but not on vehicles used for roadside sales).

The written approval of the Bord Bia Quality Assurance Manager or nominee **must** be obtained **before** the Bord Bia QAS logos can be used on stationery and vehicles.

All proposed uses of QAS Logos on stationery and vehicles must be submitted in draft form for approval.

This can be done by mail or email. No minimum size applies to the use of this logo.

2.2.1.3 On catalogues brochures etc.

Members of the Bord Bia QAS may use QAS Logo 7 on catalogues and brochures used in the promotion and marketing of their QAS product.

The written approval of the Bord Bia Quality Assurance Manager or nominee **must** be obtained **before** the Bord Bia QAS logos can be used on catalogues and brochures.

All proposed uses of QAS Logos on catalogues and brochures must be submitted in draft form for approval.

2.2.2 BY RETAILERS

2.2.2.1 Advertising/Promotional fliers

Only where all product being advertised or promoted is Bord Bia QAS product can the relevant Bord Bia QAS logo be used. Where Bord Bia QAS product of mixed origin is being marketed i.e. Origin Ireland and Origin Northern Ireland both logos should be used – where this is not feasible the logo relevant to the majority of the product on offer must be used.

No minimum or maximum size of the logo is stipulated for use on advertising and promotional material and the retailer is free to make this decision. However the integrity of the logo (see 2.3 below) must not be altered in any way.

Bord Bia does not require copies of advertisements/promotional material prior to use but requests copies to be forwarded at regular intervals (monthly) for reference purposes. This can be done on line via <https://qas.bordbia.ie/logoapproval>

2.2.2.2 In-store use of logo

It is not permitted to use the Bord Bia QAS logos in store other than directly on product **except** where shelf space has been designated specifically for Bord Bia QAS product **and** by prior agreement with Bord Bia.

2.2.3 TRADE SHOWS

Companies who wish to use Bord Bia QAS logos on trade stands must obtain prior written approval, at time of application to participate, from Bord Bia.

2.2.4 PUBLIC SHOWS

Certified Members of Bord Bia QASs who wish to sell QAS products on stands at public events i.e. shows, farmers' markets etc. must obtain prior written approval from Bord Bia.

2.3 Logo Specification

2.3.1 SIZE AND COLOUR

The QAS Logos must be used in a manner that do not compromise the integrity of the symbol or mislead the consumer. Proofs are available from Bord Bia and **only original master artwork** can be used. This can be scaled in proportion but shall not be redrawn, altered or stretched in any way nor can the colours be altered or modified.

2.3.2 GIVE IT SPACE

The logos should always stand clear of any surrounding text, pictures, lines or the edge of the page and should never be altered in any way.

2.3.3 REPRODUCTION VERSIONS

The QAS logos comprise of two specific shades of green and one shade of orange specifically in the use of the “Origin Ireland” logo and two specific shades of green and one shade of blue in the use of the “Northern Ireland” logo as follows:

PMS 3425 EC	PMS 151EC	PMS 368 EC	PMS 280 EC
C94 M13 Y83 K44	C0 M64 Y100 K0	C70 M0 Y100 K0	C100 M85 Y5 K22
R0 G102 B67	R255 G121 B0	R105 G190 B40	R0 G39 B118
HEX # 006643	HEX # FF7900	HEX # 69BE28	HEX # 002776

The logos must always be reproduced in these colours. The green keyline border is part of the logos and should not be deleted or altered in any way. The white background is also an integral part of the logos and should never be substituted with another colour. If printing on a dark background, the logos should appear in their appropriate colours.

2.3.4 MINIMUM SIZE

A For logos eligible to be placed on front of pack:

The relevant logo must be at least 30mm (high) where it is to be used on a label with an area greater than 13,200mm² i.e. 132mm X 100mm.

Where the area of the label is less than 13,200mm² the QAS logo must represent at least 5% of the area.

B For Logos 4 – 6 to be placed on the pack beside the list of ingredients:
No minimum size specified as size will depend on the relative size of the ingredient information.

C Logo 7 – no minimum size specified.

All on-pack logos should be an integral part of the label and should not be produced in stick-on form unless the prior written consent has been obtained from Bord Bia to accommodate potential transition arrangements for a specified period. Such consent, where given, shall be for the shortest period and in no case shall it exceed 6 months.

2.4 General Conditions

Approval from Bord Bia to use the QAS logos does not imply that the proposed label is compliant with legal requirements. It is the responsibility of the applicant to ensure that all national and EU regulations are complied with regarding declarations, content, labelling etc.

Bord Bia reserves the right at its absolute discretion, without being required to give any reason thereafter, to withdraw permission to use the QAS logos at any time in which event the QAS logos must be removed from all premises, packaging, materials or other items and shall cease to be used by the user. The user hereby acknowledges that they will have no recourse and shall make no claim whatsoever against Bord Bia in respect of any liability, loss, cost, damages, expense, claims, demands or proceedings which the user may sustain as a result of any such withdrawal or removal.

All users note and agree that Bord Bia accepts no liability for defective products/services offered by companies holding or using the QAS logos.

Bord Bia shall not be liable for any loss or damage incurred directly or indirectly by participants in the Bord Bia QASs and/or using the QAS logos. The user shall indemnify and hold harmless Bord Bia from and against any and all actions, suits, costs, claims and expenses (including legal costs and expenses arising out of any such action claim or suit) however arising out of the issue or use of the QAS logos or membership of the Bord Bia QASs by the user or in respect of any products or services offered by the user (under the sale of certified goods) or operation of the premises.

The user hereby agrees at all times at its own expense to arrange and maintain fully comprehensive product liability insurance to a level of not less than €1,270,000 or such minimum amount as may from time to time be required by Bord Bia and shall procure that Bord Bia is also fully covered and indemnified under such insurance. Applicants must provide at the request of Bord Bia from time to time a copy of their Product Liability Insurance Policy (the "Policy"). The level of cover required may be higher depending on the proposed use of the QAS logos. Applicants must also provide confirmation that the interest of Bord Bia as an indemnified party under the Policy has been noted by the relevant insurer on the Policy, either by showing the interest of Bord Bia on the Policy Schedule or by a confirmation letter from the relevant insurer. The Policy or confirmation letter must confirm that the Policy will not be cancelled or reduced without first giving at least thirty days' written notice to Bord Bia.

The user may withdraw at any time from the Bord Bia QASs and cease use of the QAS Logos by giving notice in writing to Bord Bia. Failure to adhere to the standards set out in the Bord Bia Specifications and Quality Standards will result in withdrawal of approval to use the QAS logos.

2.5 Sanctions for non-compliance with the QASs and QAS logo use requirements

The following sanctions apply for non-compliance with any applicable QASs and related use(s) of the QAS logo(s). "Critical Non-Compliance" is as defined in the relevant QAS. If there is any difference or inconsistency between the wording in this Logo Use Policy and in the relevant QAS, then the wording in this Logo Use Policy will prevail.

1. *Critical Non-Compliance which cannot be rectified before the conclusion of the audit*

The following sanctions apply:-

- (a) Immediate suspension of the user from the relevant QAS with no entitlement to apply the QAS logo(s) to product or to otherwise use any QAS logo or to refer to membership of the relevant QAS during the period of suspension;

- (b) The user must withdraw the QAS logo(s) from all product on its premises and, at the discretion of Bord Bia, recall of all product marked with the QAS logo(s) from the marketplace;
- (c) Payment of the fine specified in **Appendix 2**; and
- (d) No re-admission to the relevant QAS (and so no entitlement to use the QAS logo(s)) until 6 months has elapsed from the time of suspension, re-admission being subject to the user rectifying non-compliance to the satisfaction of the Bord Bia auditor and successfully passing an audit. In addition, re-admission will be subject to the payment by the user of a re-application fee (full annual fee) and a further fee to cover the cost of 6 un-announced audits in the first year of renewed membership.

2. A) Critical Non-Compliance which can be rectified before the conclusion of the audit but which was, in the opinion of the auditor, a deliberate and/or recurring non-compliance.

The following sanctions apply:-

- (a) Immediate suspension of the user from the relevant QAS with no entitlement to apply the QAS logo(s) to product or to otherwise use any QAS logo or to refer to membership of the relevant QAS during the period of suspension;
- (b) The user must withdraw the QAS logo(s) from all product on its premises and, at the discretion of Bord Bia, recall of all product marked with the QAS logo(s) from the marketplace;
- (c) Payment of the fine specified in **Appendix 2**; and
- (d) No re-admission to the relevant QAS (and so no entitlement to use the QAS logo(s)) until 6 months has elapsed from the time of suspension, re-admission being subject to the user rectifying non-compliance to the satisfaction of the Bord Bia auditor and successfully passing an audit. In addition, re-admission will be subject to the payment by the user of a re-application fee (full annual fee) and a further fee to cover the cost of 6 un-announced audits in the first year of renewed membership.

B) Critical Non-Compliance which can be rectified before the conclusion of the audit and which was, in the opinion of the auditor, a genuine and isolated mistake.

- (a) Payment of the fine specified in **Appendix 2**; and
- (b) Payment of a further fee to cover the cost of three un-announced audits in the 12 months following the payment of the fine under (a).

NOTE: In 2011 the cost per un-announced audit is €675 plus VAT

In addition to the sanctions at 1 & 2 above, Bord Bia reserves the right to insist that a member who is in breach of one or more critical requirements appoints an external quality management consultant, approved by Bord Bia, to review audit findings and make recommendations to prevent re-occurrence of non-compliances. Bord Bia will invoke this where, as a result of an audit, the capability of the quality assurance function of the member's business is considered to be inadequate. The full reasonable cost of the services of the external quality management consultant will be paid for by the member.

3. Use of Bord Bia QAS logo(s) on product labels

Labels

It is a requirement of the Bord Bia Logo Use Policy that members of the QASs who wish to incorporate the QAS logo(s) into labels for use on QA product must apply for approval in advance of printing the labels. Application for approval is online. As at 26th September, 2011, applications for all labels have not been received. All members will be given 90 days to ensure that all labels bearing the QAS logo(s) have written approval (which, as above, should be applied for on-line). Thereafter any member using labels bearing the QAS logo(s) (on QA product) which have not received Bord Bia approval will be liable to a fine in accordance with and as specified in **Appendix 3**.

In addition Bord Bia may, at its discretion, require recall of any product bearing an unapproved QAS logo.

QAS logo stickers

Members may be granted approval to use QAS logo stickers on QA product for a short period (not exceeding 6 months) while existing labels are being used up or new labels designed. Applications for approval to use QAS logo stickers must be made online via the Bord Bia website. Any member using QAS logo stickers (on QA product) without approval will be liable to a fine in accordance with and as specified in **Appendix 3**.

In addition Bord Bia may, at its discretion, require recall of any product bearing an unapproved QAS logo.

4. Use of the QAS logo(s) in promotional material and advertising

Approval from Bord Bia is required before the QAS logos can be used by a member on promotional material or in advertising. Where such approval is not sought and obtained, the member/user may breach this Logo Use Policy in one of two ways:-

- a) An incorrect QAS logo is used or associated with product; or
- b) The correct QAS logo is used or associated with product, but Bord Bia's approval was not requested or obtained.

For a) the user will be liable to pay a fine in accordance with and as specified in **Appendix 4**.

For b) the user will be liable to pay a fine in accordance with and as specified in **Appendix 3**.

5. Payment of Annual Fees

The payment of fees must be made within 30 days of the invoice being issued by Bord Bia. Failure to pay on time will incur an interest penalty of 0.66% per month up to 90 days. If full payment (including interest) is not received by day 90 membership will be terminated. Where membership is terminated re-admission will not be considered until all outstanding fees (and interest) have been paid and a new membership fee (full annual fee) paid.

Unauthorised use of the QAS logos

Unauthorised (unlicensed) use of any of the QAS logos is an infringement of Bord Bia's registered and unregistered rights in the logos, both under the Community Trade Marks Regulation 1994 and under common law. If such infringement occurs, Bord Bia may sue for damages, injunction, delivery-up and/or destruction of products under the legislation and/or under common law (for passing-off).

In addition, if a QAS logo is used in a misleading way, then this may amount to an offence under the Consumer Protection Act 2007 and a person found guilty of an offence under this Act is liable on a first summary conviction in the District Court to a fine of up to €3,000 or up to 6 months imprisonment or both. Subsequent breaches could incur fines of up to €5,000 or 12 months imprisonment or both. In addition, Bord Bia may have the right (apart from the National Consumer Agency) to apply to Court for a prohibition order to prevent the misleading activity from continuing.

This policy is effective from 26th September, 2011. Bord Bia will keep this Logo Use Policy under review, and reserves the right to amend the Policy at any time, with or without formal notice to QAS members. Members should consult Bord Bia's website for the most current version of the Policy and in order to keep themselves up-to-date with the most current version of the Policy.

For further details

Contact the Quality Division in Bord Bia.

Appendix 1
Bord Bia QAS Logos



Fig. 1



Fig. 2



Fig. 3



Fig. 3A



Fig. 4



Fig. 5



Fig. 6



Fig. 7

Appendix 1 A

Bord Bia QAS Logos



Fig. 1



Fig. 2



Fig. 3



Fig. 3A



Fig. 4



Fig. 5



Fig. 6



Fig. 7

Appendix 2

Financial Penalties for Critical Non-Compliance

The fine shall be the lower of €10,000 plus VAT per product line or 5% of total Net Sales (per product line) for all relevant products plus VAT for the final full month of sales before membership was suspended. Where a member chooses the latter, i.e. to pay 5% of Net Sales, it will be necessary for the member to obtain, at their own cost and to the satisfaction of Bord Bia, independent audit confirmation of the sales figures.

Such audit confirmation shall be completed within 30 days of the request by Bord Bia for the member to supply such audit confirmation.

Net Sales means the monthly total of the actual invoiced price for the relevant products in an arm's length transaction, less, to the extent identified on the invoice, any costs of packing, insurance, transport, delivery, and trade discounts and other allowances granted provided that where the products are:-

(a) let, leased or sold on hire purchase or supplied other than in an arm's length transaction; or

(b) sold or otherwise supplied to any group company of the member/user,

the Net Sales shall be deemed to be the Net Sales price which would have been applied under this definition, had such product been transferred to an independent arm's length customer.

Payment of the fine must be received by Bord Bia within 14 days from the date of the audit (i.e. audit determining non-compliance).

Appendix 3

Financial Penalties for Other Non Compliance

The fine shall be the lower of €2,000 plus VAT per product line, or 1% of total Net Sales (as defined under Appendix 2) for all relevant products plus VAT for the final full month of sales before membership was suspended. Where a member chooses the latter, i.e. to pay 1% of Net Sales, it will be necessary for the member to obtain, at their own cost and to the satisfaction of Bord Bia, independent audit confirmation of the sales figures. Such audit confirmation shall be completed within 30 days of the request by Bord Bia for the member to supply such audit confirmation.

Payment of the fine must be received by Bord Bia within 14 days from the date of issue, otherwise membership will be suspended and re-admission will not be considered until after 6 months has elapsed and the penalty and re-application (full annual fee) have been paid.

Appendix 4

Financial Penalties – Incorrect Logo

The financial penalty shall be the lower of €10,000 plus VAT or 5% of total Net Sales (as defined under Appendix 2) for all relevant products plus VAT for the final full month before membership was suspended. Where a member opts to pay the latter, i.e. to pay 5% of Net Sales, it will be necessary for the member to obtain, at their own cost and to the satisfaction of Bord Bia, independent audit confirmation of the sales figures.

Payment of the fine must be received by Bord Bia within 14 days from the date of issue, otherwise membership will be suspended and re-admission will not be considered until after 6 months has elapsed and the penalty and re-application (full annual fee) have been paid.

In addition, if a QAS logo is used in a misleading way, then this may amount to an offence under the Consumer Protection Act 2007 and a person found guilty of an offence under this Act is liable on a first summary conviction in the District Court to a fine of up to €3,000 or up to 6 months imprisonment or both. Subsequent breaches could incur fines of up to €5,000 or 12 months imprisonment or both. In addition, Bord Bia may have the right (apart from the National Consumer Agency) to apply to Court for a prohibition order to prevent the misleading activity from continuing.

This policy is effective from 26th September, 2011. Bord Bia will keep this Logo Use Policy under review, and reserves the right to amend the Policy at any time, with or without formal notice to QAS members. Members should consult Bord Bia's website for the most current version of the Policy and in order to keep themselves up-to-date with the most current version of the Policy.

For further details

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