Bord Bia
Logo Use Policy
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Logo Use Policy
Version 12, December 2017
1 Introduction

Bord Bia operates accredited Quality Assurance Schemes (QASs, or “Schemes” as referred to in Bord Bia’s Membership and Licence Agreements) for the following products; beef, eggs, edible horticultural produce (fruit & vegetables), non-edible horticultural plants (ornamentals), lamb, pigmeat and poultry and feed. In addition, Bord Bia has a scheme for Retail Butcher Counters.

This document outlines the conditions for the use of the Bord Bia Quality Assurance logos (the “Logos”, as also defined in Bord Bia’s Membership and Licence Agreements, and the current versions of which are set out in Appendix 1).

2 Bord Bia QAS Logos

2.1 General requirements for use

The Logos have been developed to promote the QASs to the consumer. While the use of the applicable 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 Logo is to be used on product, all links in the production of the finished product must be QAS Certified members. For example, for meat to be eligible to carry the Logo, the farmer, the abattoir and the processing plant must all be members of the producer or Meat Processor Quality Assurance Schemes. For horticultural produce, the grower and packer (and processor for prepared fruit & vegetables) must be members of the Sustainable Horticulture Assurance Scheme (SHAS).

Although retailers are not members of Bord Bia’s QASs they may use the Logos for promotion and marketing purposes in accordance with the conditions contained in this document. Where retailers are members of the Retail Butchers Assurance Scheme they must comply with the conditions set out in this document.

The overriding principle, in Bord Bia allowing any Bord Bia 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. Currently no Bord Bia Quality Assurance Scheme Logo may be used on dairy products.

2.2 Legal Requirements

This policy only sets out the conditions, under which, the QAS Logo may be used. Approval from Bord Bia to use the 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.
2.3 Types of the Bord Bia Quality Assurance Logos

There are 9 different Logos available (current versions) which are illustrated in Appendix 1 (page 17) and described below.

2.3.1 Logo 1 - Origin Ireland Logo

To be used as follows:
For meat products this generally means animals born\(^1\), reared, slaughtered and resultant meat processed and packed in Republic of Ireland (RoI). However, the use of the Origin Ireland logo has been extended to include animals born, reared & slaughtered in RoI, but resultant meat sliced and packed outside the RoI. If products are sliced and packed in any Bord Bia approved plant outside RoI, and offered for sale in the RoI, then the label must state where packed (town and/or country at Bord Bia’s discretion). This must be in a font size that is easily legible to the consumer and adjacent to the factory stamp.

**NOTE:** This exception (i.e. the application of the Origin Ireland Logo to products that are not also processed and packed in RoI) will only apply where there is no value-added process applied to the product, i.e. additional ingredients, curing, smoking, etc. Mince is not considered a value-added product (or resulting from a value-added process), so mince prepared, for example, in Northern Ireland (NI), from animals born, reared and slaughtered in RoI can carry the Origin Ireland logo but must state “Prepared in Northern Ireland” or prepared in relevant town, if well known, at Bord Bia’s discretion (where offered for sale in RoI or NI);

For eggs this means produced in RoI, graded and packed in RoI;

For fruit and vegetables this means produced in RoI and packed in RoI, or produced in RoI and packed outside RoI. Where packing takes place in a Bord Bia approved packhouse, outside the RoI, it must be clearly stated where packed (town and/or country at Bord Bia’s discretion);

For Ornamental Plants, this means that the plant has spent a significant period on a SHAS Certified nursery and, during which, the expertise of the nursery has added substantial value to it. See Appendix 2 for full details of qualifying plants.

**Logo 1 cannot be used on vans or any other transport vehicles.**

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\(^1\) Born: in the case of poultry means hatched.
2.3.2 Logo 2 - Origin Northern Ireland (NI) Logo

To be used as follows:

For meat products this generally means animals born, reared, slaughtered and resultant meat processed and packed in Northern Ireland (NI). However, the use of the Origin Northern Ireland logo has been extended to include animals born, reared & slaughtered in NI, but resultant meat sliced and packed outside the NI. If products are sliced and packed in any Bord Bia approved plant outside NI, and offered for sale in NI, then the label must state where packed (town and/or country at Bord Bia’s discretion). This must be in a font size that is easily legible to the consumer and adjacent to the factory stamp.

**NOTE:** This exception (i.e. the application of the Origin Northern Ireland Logo to products that are not also processed and packed in NI) will only apply where there is no value-added process applied to the product, i.e. additional ingredients, curing, smoking, etc. Mince is not considered a value-added product (or resulting from a value-added process), so mince prepared, for example, in RoI, from animals born, reared and slaughtered in NI can carry the Origin Northern Ireland logo but must state “Prepared in Republic of Ireland” or prepared in relevant town if well known, at Bord Bia’s discretion (where offered for sale in RoI or NI);

For eggs this means produced in NI, graded and packed in NI;

For fruit and vegetables this means produced in NI and packed in NI, or produced in NI and packed outside NI. Where packing takes place in a Bord Bia approved packhouse, outside NI, it must be clearly stated where packed (town and/or country at Bord Bia’s discretion);

For ornamental plants, this means that the plant has spent a significant period on a SHAS Certified nursery and, during which, the expertise of the nursery has added substantial value to it. See Appendix 2 for full details of qualifying plants.

**Logo 2 cannot be used on vans or any other transport vehicles.**
2.3.3 Logo 3 - “Produced & Processed in Ireland & Northern Ireland” Logo

![Logo 3: Produced & Processed in Ireland & Northern Ireland]

To be used for meat products as follows:
Where some of the following takes place on Bord Bia certified farms and meat processing plants in RoI or NI:

a) Born
b) Reared
c) Slaughtered
d) Added value processing

For example, an animal may be born and reared in RoI and slaughtered and processed in NI.

To be used for eggs as follows:

a) Where eggs are produced in RoI and graded
b) and packed in NI or where eggs are produced in NI
c) and graded and packed in RoI.

Please refer to Bord Bia with any queries about what activities fall within the meaning of the terms in this Logo Use Policy. Please also consult the relevant Standards for clarification.

Logo 3 cannot be used on vans or any other transport vehicles.

2.3.4 Logo 4 - “Reared & Processed in Ireland” Logo

![Logo 4: Reared & Processed in Ireland]

This logo has been developed for use, only on poultry products where, with the exception of hatching, all other steps in production of poultry meat take place in RoI i.e. all rearing, slaughter and processing.
2.3.5 Products with more than one ingredient

In general Logos 1 – 4 can only be used on approved products where all components are approved, e.g. in a bag of mixed vegetables, all of the different vegetables must be from QAS growers; in a BBQ pack, all meats must be from QAS sources, etc.

However, in the case of some products where a minimal value-added process has been incorporated, using a small amount of non-quality assured ingredients (for which no Bord Bia QAS exists e.g. breadcrumbs), or non-quality assured ingredients of animal origin (which are not included as eligible products in existing QAS schemes e.g. black pudding) it may be permissible to use Logos 1 – 4. In all cases for meat products, the quality assured meat content must be greater than 90% for Logos 1 – 4 to be used (with the exception of sausages, cured pigmeat and minced/comminuted meat products – see separate sections below). Logos 1 – 4 can also be used for horticultural produce, e.g. 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, e.g. meat with potatoes or vegetables. It is a requirement, in seeking approval to use a Logo, that all ingredients, where a Bord Bia QAS exists, must be sourced from producers who are members of the QASs.

Where more than one type of QA ingredient is used (meat with potatoes or vegetables) and the combined weight of the QAS ingredients is at least 90% of the total weight then Logos 1 – 4 can be used.
2.3.6 Sausages

Only Logos 1 – 3 can be used on sausages only where the following specifications are met:-

- Pork must be Bord Bia QAS pork;
- Pork meat content must be 70% or more;
- Maximum fat in the final product: no more than 24% by analysis;
- Maximum added water: no more than 15%;
- Maximum added salt: no more than 1.9g/100g;
- Dehydrated rind (“drind”), if used, must be from a Bord Bia Quality Assured source.

Where the above specifications are not met no logo can be used. Logos 5 – 8 cannot be used on sausages regardless of their meat content.
2.3.7 Cured Pigmeat Products

The following table details the maximum amount of added water and salt permitted under the pigmeat QAS. Logos 1-3 can be used on these products where these limits are observed.

<table>
<thead>
<tr>
<th>Cured Product</th>
<th>Maximum Added Water %</th>
<th>Maximum Salt (as NaCl) %</th>
<th>Meat Content %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wiltshire Bacon</td>
<td>10 %</td>
<td>4 %</td>
<td>86.00 %</td>
</tr>
<tr>
<td>Gammon Steaks</td>
<td></td>
<td>2.75 %</td>
<td>87.25 %</td>
</tr>
<tr>
<td>Gammon Joints</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bacon Joints (Back &amp; Streaky)</td>
<td></td>
<td>10 %</td>
<td>3.35 %</td>
</tr>
<tr>
<td>Fore-end Joints (Collar, Shoulder, Breast)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rashers (Back &amp; Streaky)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooked Hams</td>
<td></td>
<td>2.53 %</td>
<td>87.47 %</td>
</tr>
</tbody>
</table>

Table 1: Maximum amount of added water and salt permitted for pigmeat

Where these limits are not complied with no logo can be used.

QAS Logos 1 – 4 should be placed on the front of pack. (See Section 4 Logo specification guidelines below)
2.3.8 Logos 5, 6, 7 & 8

Logos 5, 6, 7 & 8 were developed for use on packs where the total weight of QAS ingredients is less than 90% and the meat content* (see Note 1 below) from QAS product is less than 90% of the total content by weight.

The conditions for application of Logos 5 – 8 are as follows:-

- Where the meat content of the product is between 50% and 90% of the total weight content, Logos 5 - 8, incorporating the strap line “Meat Content Only”, may be used. Where used, these should 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 may be used and, where used, must be placed on 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 QAS.
- It is a requirement, in seeking approval to use a Logo, that all ingredients, where a Bord Bia QAS exists, must be sourced from producers who are members of the QASs.

Logos 5 – 7 cannot be used on sausages regardless of their meat content.

Logos 5 – 7 may be used on cured pigmeat products where the above conditions are met, provided the cured pigmeat component of the product meets the required specification under 2.3.7.

The definition of MEAT is as per EU Directive 1169/2011/EU and the maximum fat & connective tissue content designated by the term “meat” is as follows:

<table>
<thead>
<tr>
<th>Species</th>
<th>Maximum Fat %</th>
<th>Maximum Connective Tissue %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cattle &amp; Sheep</td>
<td>25 %</td>
<td>25 %</td>
</tr>
<tr>
<td>Pigs</td>
<td>30 %</td>
<td>25 %</td>
</tr>
<tr>
<td>Poultry</td>
<td>15 %</td>
<td>10 %</td>
</tr>
</tbody>
</table>

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 Logos.

Table 2: Maximum fat & connective tissue
Bord Bia reserves the right to request that the applicant provides analysis of composition from an accredited laboratory for any product seeking approval for or bearing a Logo.

Bord Bia also reserves the right to conduct its own laboratory analysis on products seeking approval for, or bearing, Logos. If results of any analysis show that these parameters are not being met, sanctions will be invoked which may include removal of product from supermarket shelves.

**Burgers and other minced/comminuted\(^2\) meat products**

- Only meat, as defined in the EU Directive 1169/2011/EU, from QAS sources can be used and no added meat fats or added connective tissue is permitted;
- Where the meat content is 95% or greater Logos 1 – 4 may be used. Where the meat content is between 80% and 94% only Logos 5 - 8 can be used. Where the meat content is less than 80% no Logo can be used

Logos 1 – 9 cannot be used on loose meat products i.e. the products carrying the QAS logo(s) must be pre-packed and pre-labelled. For use of the QA Logos to promote loose meat products see Retail Butcher Assurance Scheme in Section 3.5 below.

Canned products are not permitted to carry the Logos.

### 2.3.9 Logo 9 Certified Member

This logo may be used 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). It can also be used on product labels by members of the Feed Quality Assurance Scheme (see Section 3.4)

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\(^2\) Comminuted meat products are products where the meat portion has been broken down or ground into small particles – includes minced, chopped, diced, and shaped.
3 Procedure for Approval and Use of QAS Logos

3.1 Approval Process

The use of the Logos must, at all times, conform to the conditions set down in this document. The written approval of the Bord Bia Quality Assurance Manager or nominee **must** be obtained **before** the Logos can be used on product, vehicles, stationery, in advertising and marketing, websites etc.

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

This must be done on line via [https://qas.bordbia.ie/logoapproval](https://qas.bordbia.ie/logoapproval) Link opens application form.

The Logo must be incorporated in the product label. A sticker containing only the Logo cannot be used. Where the Logo is to be incorporated into the film or bag, the label must also incorporate the logo.

3.2 On Product

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 do so will lead to the application being rejected. Please ensure the guidelines on size are observed. (see Section 4 below).

3.3 Sustainable Horticulture Assurance Scheme (SHAS)

Potato growers must ensure that their Registration Numbers from the Department of Agriculture, Food & the Marine or equivalent are printed on all packaging carrying the Logo.

All members of the SHAS, who wish to use the Logo on produce, **must** include the Bord Bia Producer Number associated with produce on all packaging carrying the Logo.

3.4 Feed Quality Assurance Scheme (FQAS)

Members of the FQAS can apply to use Logo 9 on the labels of bags containing animal feed. Where used, the label must also contain the Licence Number from the Department of Agriculture, Food & the Marine or equivalent of the mill that manufactured the feed. The FQAS ID of the member needs to cover off sub-contracted manufacturing where sub-contracted mill must be approved.

3.5 Retail Butcher Assurance Scheme

To become a certified member of the Retail Butcher Assurance Scheme all meat for sale must be Bord Bia Quality Assured. Certified members may apply for approval to use the Logos for promotional purposes. The use of the Logos will be permitted on the following:

a) The certificate of membership issued by Bord Bia which must be displayed in the retail premises
b) In-store promotional material
Logos **cannot** be used on individual meat cuts or on loose product.

The logos used on promotional material must accurately reflect the origin of the product. For example a member, where all QA meat except chicken derives from RoI and the QA chicken derives from NI, must reflect both logos in its promotional material.

### 3.6 On websites, stationery, catalogues, brochures etc.

Members of the Bord Bia QAS may use **QAS Logo 9 (Certified Member)** on websites, catalogues, and brochures used in the promotion and marketing of their QAS product. Please apply online for approval.

Members of the Bord Bia QAS may use **Logo 9** on invoices, headed paper, business cards etc. and on delivery vehicles (but not on vehicles used for roadside sales). Please apply online for approval.

No minimum size applies to the use of this logo.

### 3.7 Use of Logos by retailers

#### 3.7.1 Advertising/Promotional fliers

The Bord Bia Logo can be used only where all product being advertised or promoted is Bord Bia QAS product. Where Bord Bia QAS product of mixed origin is being marketed, e.g. Origin Ireland and Origin Northern Ireland, both Logos should 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 section 4 below) must not be altered in any way.

Bord Bia does not require to see 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](https://qas.bordbia.ie/logoapproval)

#### 3.7.2 In-store use of Logo

It is not permitted to use the Logos in store other than directly on product (applied by the scheme member) **except** where shelf space or specific areas have been designated specifically for Bord Bia QAS product **and** by prior agreement with Bord Bia. Retailers should liaise with Bord Bia in advance of use of Logo in store.

### 3.8 Trade shows

Certified Members of Bord Bia QASs who wish to use Logos on trade stands must obtain prior written approval from Bord Bia.

### 3.9 Public shows

Certified Members of Bord Bia QASs who wish to sell QAS products on stands at public events, e.g. shows, farmers’ markets, etc. must obtain prior written approval from Bord Bia to use the Logos on any marketing, promotional material, signage etc.
4 Logo Specification

4.1 Size and colour

The 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.

4.2 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.

4.3 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:

<table>
<thead>
<tr>
<th>Colour</th>
<th>PMS Code</th>
<th>Hex Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Green</td>
<td>3425 C</td>
<td>#006643</td>
</tr>
<tr>
<td>Orange</td>
<td>151 C</td>
<td>#FF7900</td>
</tr>
<tr>
<td>Masterbrand Green</td>
<td>361 C</td>
<td>#1FA22D</td>
</tr>
<tr>
<td>Masterbrand Blue</td>
<td>280 C</td>
<td>#002776</td>
</tr>
</tbody>
</table>

Table 3: Logo colour palette

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.

4.4 Minimum size

4.4.1 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 Logo must represent at least 5% of the area.

4.4.2 For Logos 5 – 8 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.

4.4.3 Logo 9 – no minimum size specified.

No minimum size specified
4.5 Stickers

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.
5 General Conditions

This Section contains general conditions applying to this Logo Use Policy.

Please note that in addition to this Logo Use Policy, the QASs are regulated by additional documentation, including a Membership Agreement (applicable to members only of the QASs), a Licence Agreement (relating to the licensing of certain Bord Bia intellectual property rights) and an applicable Quality Assurance Standard (referred to in the Agreements as the “Standard”). These documents in conjunction with this Logo Use Policy create binding rights and obligation in respect of the relevant QASs. You are encouraged to review each of these documents carefully.

Approval from Bord Bia to use the 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 Logos at any time, in which event the Logos must be removed from all premises, packaging, materials or other items and shall cease to be used by the Member/user. The Member/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 Member/user may sustain as a result of any such withdrawal or removal.

All Members/users note and agree that Bord Bia accepts no liability for defective products/services offered by companies holding or using the 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 Logos. The Member/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 Logos or membership of the Bord Bia QASs by the Member/user or in respect of any products or services offered by the Member/user (under the sale of certified goods) or operation of the premises.

5.1 Insurance

The Member/user hereby agrees at all times at her/his own expense to arrange and maintain fully comprehensive product liability insurance to a level satisfactory to Bord Bia (and in relation to Members to which/whom the Membership and/or Licence Agreements apply, to the monetary levels stated in those Agreements) and shall procure that Bord Bia is also fully covered and indemnified under such insurance. Applicants for Membership of any QAS 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 Logos. Applicants for Membership of any QAS must also provide confirmation that the interest of Bord Bia as an indemnified party under the relevant insurance 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 Member/user may withdraw at any time from the Bord Bia QASs and cease use of the Logos by giving five Business Days’ written notice to Bord Bia (a “Business Day” being a day on which banks in Ireland are open for business, excluding Saturdays, Sundays or Public Holidays in Ireland). Failure to adhere to any and all terms and conditions of the Membership Agreement (where applicable), Licence Agreement and the applicable Standard will result in withdrawal of approval to use the Logos (as may be more particularly set out in those documents).
5.2 Sanctions for non-compliance with the QASs and Logo Use Policy requirements

Bord Bia shall be entitled to apply the sanctions as set out in its separate Sanctions document in respect of any non-compliance by a Member with the provisions of the Standards and/or non-compliance by a Member/user with the provisions of this Logo Use Policy. For the sanctions that shall apply please see the separate Sanctions document (appendixed to both the Membership and Licence Agreements) and also included in Appendix 3 of this document.

This revised Logo Use Policy is effective from 1st December, 2017. Bord Bia will keep this Logo Use Policy under review, and reserves the right to amend the Policy (and/or the related Sanctions document) at any time, with or without formal notice to QAS Members or other Logo users. Members should consult Bord Bia’s website for the most current version of the Policy and the Sanctions document, as well as the relevant Standard(s) in order to keep themselves up-to-date with the most current versions of same.

For further details

Contact Tina Leonard, Bord Bia in the Quality Division on 01 6142234 or Email: tina.leonard@bordbia.ie
Appendices
Appendix 1: Bord Bia QAS Logos

Logo 1: Origin Ireland
Logo 2: Origin Northern Ireland (NI)
Logo 3: Produced & Processed in Ireland & Northern Ireland
Logo 4: Reared & Processed in Ireland

Logo 5: Origin Ireland (meat content only)
Logo 6: Origin Northern Ireland (NI) (meat content only)
Logo 7: Produced & Processed in Ireland & Northern Ireland (meat content only)
Logo 8: Reared & Processed in Ireland (meat content only)

Logo 9: Certified Member
Appendix 2: Use of the Origin Ireland Logo on ornamental plants

The Origin Ireland Logo can only be used on plant labels provided that the plant has spent a significant period on a SHAS Certified nursery and, during which, the expertise of the nursery has added substantial value to it.

The minimum length of time required will vary depending on the type of plant. The following table defines the minimum acceptable period for the different categories of plant:

<table>
<thead>
<tr>
<th>Product Group</th>
<th>Minimum Period on Member’s Nursery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container trees</td>
<td>Potted on for one full season* on the holding</td>
</tr>
<tr>
<td>Hardy Nursery Stock</td>
<td>Potted on for one full growing season on the holding or is</td>
</tr>
<tr>
<td>(Container shrubs/hedging)</td>
<td>brought from a plug to a liner to a saleable state</td>
</tr>
<tr>
<td>Bare root plants</td>
<td>Planted out for one full growing season on the nursery</td>
</tr>
<tr>
<td>(Trees, shrubs, herbaceous etc.)</td>
<td>Rooted through from potting rooted cuttings or seedlings</td>
</tr>
<tr>
<td></td>
<td>On the nursery</td>
</tr>
<tr>
<td>Liners</td>
<td>Cuttings stuck and rooted on the nursery</td>
</tr>
<tr>
<td>Rooted cuttings, plugs or direct stick liners</td>
<td>Grown from seed on the nursery</td>
</tr>
<tr>
<td>Seedlings</td>
<td>Minimum of final transplant growing season on the nursery</td>
</tr>
<tr>
<td>Transplants</td>
<td>Grown from seed on the nursery or bought in,</td>
</tr>
<tr>
<td>Bedding plants</td>
<td>transplanted and grown in cells, multipacks or pots until</td>
</tr>
<tr>
<td>(Hanging baskets, containers etc.)</td>
<td>rooted through before sale</td>
</tr>
<tr>
<td>Plant Mixtures</td>
<td>All individual plants must comply with the above requirements</td>
</tr>
</tbody>
</table>

* 12 months from dormancy to dormancy on site

Table 4: Minimum period required on SHAS certified nursery
Appendix 3: Sanctions for non-compliance with the quality assurance scheme standard and non-compliance with the logo use policy

Bord Bia is entitled to impose the following sanctions for non-compliance (relevant to Logo Use) with any applicable Standard and/or for non-compliance with the Logo Use Policy. “Critical Non-Compliance” (or, in other words, a non-compliance that is “Critical”) is as defined and/or identified in the relevant Standard.

Please refer to the relevant Quality Assurance Scheme Standard, Logo Use Policy and (as applicable) Membership Agreement and/or Licence Agreement in relation to the meaning and effect of this Sanctions document.

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

The following sanctions apply in respect of any Critical Non-Compliance that cannot be rectified before the conclusion of any audit:-

a) The Member shall be immediately suspended from the relevant Scheme with no entitlement to apply the Logo(s) to products or to otherwise use any Logo or for the Member to refer to themselves as being a Member of the relevant Scheme during the period of suspension (the period of suspension is set out at (d) below);

b) The Member shall withdraw the Logo(s) from all of its products on the Member’s premises at the time of the audit and, at the discretion of Bord Bia, shall recall all product marked with the Logo(s) from the marketplace;

c) The Member shall pay the fine specified in paragraph 5 below, if required by Bord Bia; and

d) The Member shall not be eligible for re-admission to the relevant Scheme (and so shall have no entitlement to use the Logo(s) or refer to themselves as a Member) until 6 months has elapsed from the time of suspension. Any re-admission shall be subject to the (ex-) Member 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 (ex-) Member 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.

e) Where an (ex-) Member continues to use the Logo(s) or refer to themselves as a Member after suspension, a further period of 3 years shall be added to the suspension before re-admission will be considered.

2. 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 in respect of any 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:-

a) The Member shall be immediately suspended from the relevant Scheme with no entitlement to apply the Logo(s) to products or to otherwise use any Logo or for the Member to refer to themselves as being a Member of the relevant Scheme during the period of suspension (the period of suspension is set out at (d) below);

b) The Member shall withdraw the Logo(s) from all of its products on the Member’s premises at the time of the audit and, at the discretion of Bord Bia, shall recall all product marked with the Logo(s) from the marketplace;

c) The Member shall pay the fine specified in paragraph 5 below, if required by Bord Bia; and

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3 The cost per un-announced audit, in 2017, is €800 plus VAT.
d) The Member shall not be eligible for re-admission to the relevant Scheme (and so shall have no entitlement to use the Logo(s) or refer to themselves as a Member) until 6 months has elapsed from the time of suspension. Any re-admission shall be subject to the (ex-) Member 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 (ex-) Member of a re-application fee (full annual fee) and a further fee to cover the cost of 6 un-announced \(^4\) audits in the first year of renewed Membership.

e) Where an (ex-) Member continues to use the Logo(s) or refer to themselves as a Member after suspension, a further period of 3 years shall be added to the suspension before re-admission will be considered.

3. 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.

The following sanctions apply to any 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) The Member shall pay the fine specified in paragraph 5; and

b) The Member shall pay a further amount to cover the cost of three un-announced \(^5\) audits in the 12 months following the payment of the fine under 3(a).

4. In addition to the sanctions specified at paragraphs 1 – 3 above,

Bord Bia shall have the right to require 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.

5. Fines – Critical Non-Compliance

5.1 Bord Bia shall also be entitled to impose a fine on any Member who has non-compliances relevant to Logo Use with any applicable standard or who is in breach of the Logo Use Policy (as set out in 1 -3 above) The fine shall be the lower of €10,000 plus VAT per Product Line of the Member or 5% of total Net Sales for all Relevant Products plus VAT for the final full month of sales before Membership was suspended. Where the latter, i.e. 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. However, in all cases, a minimum fine of €1,000 will apply.

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

5.3 Payment of the fine must be received by Bord Bia within 14 days from the date of written demand for same from Bord Bia.

\(^4\) \& \(^5\) The cost per un-announced audit, in 2017, is €800 plus VAT.
6. Fines – Other Non-Compliance

6.1 Bord Bia shall also be entitled to impose a fine on any Member who has non-compliances relevant to Logo Use with any applicable standard or who is in breach of the Logo Use Policy (as set out in 1-3 above). The fine shall be the lower of €2,000 plus VAT per Product Line, or 1% of total Net Sales 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. However, in all cases, a minimum fine of €1,000 will apply.

6.2 Payment of the fine under paragraph 6.1 above must be received by Bord Bia within 14 days from the date of the written demand for same from Bord Bia. Failing this, Membership will be suspended and re-admission to the relevant Quality Assurance Scheme will not be considered by Bord Bia until after 6 months has elapsed and the fine and re-application fee (full annual fee) have been paid by the (ex-) Member.

7. Fines – Misuse of Logo(s), Use of Incorrect Logo(s)

7.1 Bord Bia shall also be entitled to impose a fine on any Member who is guilty of misuse of any Logo(s) or the incorrect use of any Logo(s), as outlined in and/or judged by reference to the Logo Use Policy. Any such fine shall be the lower of €10,000 plus VAT or 5% of total Net Sales 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. However, in all cases, a minimum fine of €1,000 will apply.

7.2 Payment of the fine under paragraph 7.1 above must be received by Bord Bia within 14 days from the date of the written demand for same from Bord Bia. Failing this, Membership will be suspended and re-admission to the relevant Quality Assurance Scheme will not be considered until after 6 months has elapsed and the fine and re-application fee (full annual fee) have been paid by the (ex-) Member.

8. Additional Sanctions – Use / Misuse of Logo(s)

8.1 Labels It is a requirement of the Bord Bia Logo Use Policy that Members of the any Quality Assurance Scheme who wish to incorporate the Logo(s) into labels for use on QA Product(s) must apply for approval to Bord Bia in advance of printing the labels. Application for approval must be made online. Any Member using labels bearing the Logo(s) which have not received Bord Bia approval will be liable to a fine in accordance with and as specified in paragraph 6 above. In addition, Bord Bia may, at its discretion, require recall of any Product(s) bearing an unapproved Logo. Where approval to use a Logo is sought and refused and a Member, nonetheless, used the unapproved logo, suspension from the scheme for a period of 3 years will apply.

8.2 Promotional material and advertising Approval from Bord Bia is required before the 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 be in breach of the Logo Use Policy in one of two ways:-
   a) an incorrect Logo is used or associated with Product; or
   b) the correct Logo is used or associated with Product, but Bord Bia’s approval was not requested or obtained.
In respect of the breach identified at 8.2(a), the Member/user will be liable to pay a fine in accordance with and as specified in paragraph 7. In respect of the breach identified at 8.2(b), the Member/user will be liable to pay a fine in accordance with and as specified in paragraph 6.

Where approval to use a Logo is sought and refused and a Member, nonetheless, used the unapproved logo, suspension from the scheme for a period of 3 years will apply.

9. Payment of Fees

The payment of fees due for Membership of a Quality Assurance Scheme 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) has been paid. In the event that the Membership Agreement applies to the Member/user, then the provisions of the Membership Agreement in relation to fees shall take precedence over this paragraph 9.

10. Definitions relevant to this document

Product is as defined in the Membership and Licence Agreements, and for the avoidance of doubt means and includes any goods, products, produce or services (including without prejudice to the generality of the foregoing food or drink of any kind) from time to time produced, processed, manufactured or otherwise dealt in by the Member or any subsidiary or associated company of the Member whether intended to be marketed, used or consumed in the form so produced, processed, manufactured or otherwise and with or without or incorporated or not in other goods, products, produce or services.

Product Line means (a) any group of Products marketed by the Member having similar or related characteristics and/or intended for similar or related markets and/or which (apart from the Logo) bear the same branding and/or sub-branding of the Member; and (b) to which any Logo was applied or intended to be applied or on the packaging or in the marketing of which the Member refers to itself as being a Member of a Quality Assurance Scheme or any similar reference. Product Line, for example, would include sausages sold under the same branding and labelling, but in different pack sizes.

Relevant Product means any Product of the Member to which any Logo was applied or intended to be applied, or on the packaging or in the marketing of which the Member refers to itself as being a Member of a Quality Assurance Scheme or any similar reference.

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 Relevant 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 Relevant Product been transferred to an independent arm’s length customer.
11. Temporary Suspension / Certification Committee Decision

In respect of any suspension of a Member for a Critical Non-Compliance under paragraphs 1 or 2 of this Sanctions document, because of the serious nature of those matters, the Member shall stand temporarily suspended as at the date of the audit (with all of the consequences of suspension as are set out in the relevant paragraphs 1 and 2). This immediate temporary suspension will apply pending the matter going before the Bord Bia Certification Committee for final decision; it will also apply pending the determination of any appeal by the Member of the Bord Bia Certification Committee’s decision under Bord Bia’s Appeals Procedure (a copy of which is available from Bord Bia upon request).

12. Effective Date

These Sanctions are effective from 1st December 2017. Bord Bia will keep these Sanctions under review, and reserves the right to amend them on reasonable notice, notice may be given via publication on Bord Bia’s website. Members should periodically consult the latest version of the Sanctions document on the Bord Bia Website.

NOTES – For information only

- Unauthorised use of the Logos: Unauthorised (unlicensed) use of any of the Logos is an infringement of Bord Bia’s registered and unregistered rights in the Logos, both under the Community Trade Marks Regulation 2009 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 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.