



Plant Healthy

Plant Healthy Certification Scheme Rules V 1.1

Plant Health Management Standard

Under review - November 2020

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1. Introduction

The Plant Healthy Certification Scheme (previously referred to as Plant Health Assurance Scheme) has been designed by members of the horticulture and forestry sectors and is owned by the Plant Health Alliance [Alliance].

The Scheme aims to set high standards of professionalism in the way in which certificated businesses and organisations operate and through unbiased and effective evaluation by Certification Bodies to ensure that these standards are maintained.

The ultimate objective is to ensure that professional and amateur buyers of plants for planting have confidence in the biosecurity and health of the products and services procured from certified businesses and organisations.

2. Management of the Plant Healthy Certification Scheme

- 2.1 The Scheme is owned and governed by the Alliance and is managed by the Plant Healthy Certification Scheme Manager.
- 2.2 The Alliance is responsible for overseeing and the implementation of the Scheme, this includes setting and maintaining the Plant Health Management Standard, the Scheme Rules and managing the promotion of the Scheme.
- 2.3 The Alliance is responsible for appointing suitable Certification Bodies and reserves the right to sanction the Certification Bodies in evidence of non-compliant procedures.
- 2.4 The management of the Alliance and meetings is set out in the Alliance's Terms of Reference.

3. The Plant Health Management Standard

- 3.1 There is one Standard – the Plant Health Management Standard - covering a variety of sectors that grow, buy, sell and manage plants.
- 3.2 Inspection will be carried out by Plant Healthy Certification Scheme appointed Certification Bodies, giving a pass or fail indication and detail of any non-conformances.
- 3.3 Certification against this standard will give Plant Healthy Certification to a business or organisation.

Certification Options for businesses and organisations:

Option A: single site - one business / organisation on contiguous site.

Option B: multi-site - Single business / organisation with a number of sites which they manage - additional sites within 30-mile radius. These sites do not operate as separate legal entities.

Option C: multi-site business or organisation with Quality Management System (QMS) in place - central management, individual managers on each site with procedures using same QMS. These sites do not operate as separate legal entities.

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Option D: multi-site with QMS policies and procedures for a whole group – square root including HQ - internal Quality Manager (QM) audits all sites each year. These sites operate as separate legal entities.

3.4 Changes to the Plant Health Management Standard

- 3.4.1 The Alliance will review the Standard every three years as a minimum and determine the need to issue new versions of the Standard. Revisions of the Standard will be communicated to the membership and a transition period will be agreed to allow members time to meet new requirements. Extraordinary reviews may be carried out if a particular issue is brought to the attention of the Alliance by government, industry bodies or CBs.
- 3.4.2 The approved Certification Bodies may propose recommendations for consideration by the Plant Healthy Certification Scheme Manager and the Alliance on changes and / or improvements to the Scheme.

4. Plant Healthy Certification Scheme Membership

4.1 Certificated Membership

- 4.1.1 Applies once the member has been inspected and certificated against the Plant Health Management Standard.
- 4.1.2 Certification involves a minimum of one independent third party inspection per year.

5. General Membership Information

5.1 The Scheme is open to:

- Plant Nurseries
- Garden centres and retailers of plants for planting
- Landscapers
- Arborists
- Public and private gardens

Other sectors can be added to this list on approval by the Alliance.

5.2 Those who wish to join the Plant Healthy Certification Scheme must: -

- 5.2.1 Agree to meet the requirements set out in the Plant Health Management Standard.
- 5.2.2 Agree to abide by the Scheme Rules.
- 5.2.3 Prepare appropriate documentation, operating procedures and records as required by the Standard.
- 5.2.4 Allow the Inspectors access to the nursery / field / packhouse / factory / retail area / garden / operational sites (as appropriate) and relevant documentation.
- 5.2.4.1 Agree to pay inspection and certification costs, where appropriate, and travel expenses to the appointed Certification or Inspecting Body.

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- 5.2.5 Agree only to use the Plant Healthy logo on their advertising material, outer packaging or stationery, only when they are fully certificated against the Standard. Use of logo must be in accordance with section 9.0. below.
- 5.2.6 An initial and subsequent annual subscription to the Alliance will be collected by the CBs on the Alliance's behalf. These fees will be passed to the Alliance. See Annex 1 subscription rate.
- 5.3 The subscription is due for payment each year on renewal. If payment has not been received within 60 days of the application/renewal date, the Alliance reserves the right to withdraw membership and the Certification Body will withdraw certification.
- 5.4 An official accountant's stamp will be required when Plant Healthy membership subscription fees are initially paid, or each year when renewed, to confirm annual turnover to the CB.
- 5.5 Certification procedures for new members will not commence until the initial subscription is paid, and for existing members new certificates will not be issued until the annual subscription is received.
- 5.6 If a member's business goes into liquidation, membership is immediately void.
- 5.7 If a member's business is amalgamated or a major re-structuring occurs a new application to join the Plant Healthy Certification Scheme may be needed.
- 5.8 In all cases of lapsed membership former members are eligible to re-apply and an administration fee of £50 will be payable.
- 5.9 A list of certificated members will be continually updated and available on the Plant Healthy website <https://planthealthy.org.uk/>
- 5.10 To maintain Certification a member must undertake an inspection within the annual inspection period (8.22). The Certification Body will advise a member in which month their next inspection is due. The Certification Body is responsible for sending out service contracts and registration documents to clients and will contact the client within 14 calendar days to confirm receipt completed documents. The CB will advise a member in which month their next inspection is due and forward details to an Inspector.
- 5.11 On joining, a member will be issued with a unique Plant Healthy Certification Scheme Membership number. This number will be allocated by the Alliance and issued to the member by the Certification Body.

6. Timetable from applying to Plant Healthy Certification Scheme to certification

- 6.1 New enquirers to the Scheme can access the Plant Health Management Standard, the Plant Healthy Certification Scheme Rules and more information about the Scheme (i.e. sectoral guidance documents and training modules) via the Plant Healthy website at: www.planthealthy.org.uk/resources
- 6.2 Potential new members (applicants) can choose to undergo a pre-inspection assessment aimed at highlighting any issues that may need to be resolved before the first full inspection. These potential new members will be charged for all such visits at the standard inspection rates.
- 6.3 The Certification Body will issue the Plant Healthy Certification Scheme certificates.

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7. The Certification Body (Bodies)

- 7.1 Inspectors / assessors appointed by the Certification Body or Plant Healthy Certification Scheme to evaluate scheme members are required to: -
- 7.1.1 Have completed a higher education diploma or equivalent course (minimum course duration of 2 years) in a relevant discipline.
 - 7.1.2 Have a minimum of 2 years post-higher education experience and 3 years overall experience in the sectors for which they will assess. These sectors are: ornamental horticulture industry amenity and forestry plant nurseries; plant retail; landscaping; arboriculture; public and private gardens.
 - 7.1.3 To have successfully completed a Lead Assessor Course based on BS EN ISO 9000:9001 and / or ISO 19001 principles, which is externally recognised and with a minimum duration 37 hours training. The certificate shall state course content (quality auditing, auditing techniques, focus of the audit, reporting and a practical case study), duration and successful completion.
 - 7.1.4 Complete formal Plant Healthy training as part of the inspectors' formal qualifications.
 - 7.1.5 To have accompanied a qualified Plant Healthy inspector on a shadow audit and to have been witnessed by a qualified assessor on their first inspection.
 - 7.1.6 To have conducted a minimum of four per inspections per year at a number of different businesses / organisations, against the Plant Health Management Standard to maintain scheme knowledge.
 - 7.1.7 To have a witness inspection at least once every 4 years to verify competence.
 - 7.1.8 To keep up to date with current legislation, industry issues and developments (such as attending formal internal and industry training sessions and workshops, belonging to key industry bodies and working regularly within the sectors detailed in 7.1.2.).
 - 7.1.9 Submit a declaration of interest to the certification body and highlight any potential conflict of interest.
- 7.2 The Certification Body will supply a register of approved inspectors to the Alliance.
- 7.3 The Certification Body will appoint a Technical Manager within their organisation to manage any aspects of the Plant Healthy Certification Scheme in relation to the Plant Healthy Certification Scheme Rules, and any changes required going forward. The appointed Certification Body's technical review committee, (or at least one member) will have the necessary inspector qualifications and have completed a Lead Assessor Course (minimum duration of 37 hours).
- 7.4 The Certification Body is responsible for the filing and holding of all completed service contracts, registration documents, evaluation reports and any relevant correspondence with the client / member.
- 7.5 The Certification Body is responsible for ensuring that all Inspectors are kept up-to-date with all quality policies, procedures, work instructions and documentation issued by the Certification Body.
- 7.6 The certification body is responsible for keeping records of the inspector's qualifications, training needs analysis, skills matrices and training records.

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- 7.7 The Certification Body is responsible for updating Plant Healthy Certification Scheme on client registration data, on at least a monthly basis. The Certification Body will take responsibility and liability for accuracy of registration data submitted.
- 7.8 The Certification Body can supply the Alliance (Governing Body) and the Scheme Manager with annual statistics data relating to non- conformances for each standard section.
- 7.9 The Certification Body will confirm certification status to a client within 14 days of completion of any corrective actions.
- 7.10 The Certification Body is responsible for the management of any arbitration, complaints and appeals procedures for the Plant Health Management Standard.
- 7.11 The Plant Healthy Certification Scheme Manger and the Certification Body Technical Managers shall meet at least once a year.
- 7.12 The Alliance will be responsible for sanctioning the Certification Body in the event of non-conformances. There are two types of non-conformances that may occur:
- 7.12.1 Contractual non-conformances are when the Certification Body is not in compliance with Service Delivery Agreement signed with the Alliance. This may include
- Misleading or false communication on Plant Healthy Certification Scheme certification or logo use.
 - Neglecting to pay any relevant fees.
 - Failure to provide proof of accreditation.
 - Confirmed fraud.
 - Standard or standard rules non-conformances are when the Certification
- 7.12.2 Body does not comply with the Plant Healthy Certification Scheme Rules, or do not interpret the compliance criteria of the standards according to the Plant Healthy Certification Scheme Rules. Examples of non-conformances include:
- Not participating in annual compulsory training.
 - Incomplete or late upload of certification data.
 - Unreliable registration and audit data.
 - Conflict of interests (e.g. consultancy and certification).
 - Inadequate internal training.
 - Delay or non-application or producer sanctions.
- 7.13 The procedure for dealing with sanctioning the Certification Body is as follows:
- 7.13.1 Any reporting of Certification Body non-conformances or evidence found will be recorded by the Plant Healthy Certification Scheme Manager.
- 7.13.2 The Certification Body will be informed in writing with the nature and full details of the non-conformance.
- 7.13.3 The Plant Healthy Certification Scheme Manager will agree an action plan with the Certification Body to rectify the non-conformance.
- 7.13.4 The Certification Body will be given 28 days to rectify the non-conformance and provide evidence to the Plant Healthy Certification Scheme Manager of compliance.

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- 7.13.5 If the Certification Body does not provide evidence of compliance within 28 days or the non-conformance is deemed to be of serious nature (e.g. confirmed fraud) the Service Delivery Agreement for Plant Healthy Certification will be suspended and a review meeting held between the Certification Body, the Alliance and Plant Healthy Certification Scheme Manger to discuss the future of the agreement.
- 7.13.6 The service provision of Plant Healthy Certification Scheme Certification will cease as per the Service Delivery Agreement terms and conditions if a settlement cannot be agreed.

8. Inspection Procedures

- 8.1 The Scheme requirements will be as set out in the Plant Health Management Standard and will be maintained at the same level, unless specific changes are agreed by the Alliance and communicated to all members before any such changes are implemented.
- 8.2 Inspection will be undertaken by Plant Healthy Certification Scheme appointed Certification Bodies.
- 8.3 To avoid any conflict of interest the inspector will not undertake any consultancy or training activities for the member to be evaluated that will affect their independence or impartiality.
- 8.4 No individual inspector will carry out the inspection of any business more than 3 times in succession.
- 8.5 The Scheme inspectors will comply with specific training requirements identified by the Certification Body or the Plant Health Alliance as detailed in section 7 above.
- 8.6 Inspectors will strictly observe the Certification Body's and the Plant Healthy Certification Scheme's procedures to maintain the confidentiality of information and records.
- 8.7 Clients will normally be inspected by arrangement, with notice of up to 3 months from the Certification Body, with a minimum of one inspection per annual inspection period (8.22).
- 8.8 The inspection visit will involve examination of the business / organisation and / or plant health documentation (internal and external), as appropriate, to ensure it covers all the requirements of the Standard, and to evaluate its implementation in practice. The inspection will follow up and verify any non-conformances noted in the previous inspection. The inspection will consist of an opening meeting, evaluation of all applicable control points, completion of the audit checklist and presentation of the results to the member.
- 8.9 Records and procedures will be examined and an inspection of the site will be undertaken. The annual inspection will always be a physical inspection; revisit inspections due to a non-conformances may be remote only if agreed by the Alliance in advance. Dependent on the size and complexity of the business or organisation being audited, the duration of the annual inspection will be a minimum of 3 hours, and if it exceeds 8 hours a second audit day may take place. The audit duration is based upon the options set out in section 3.3. and an estimate of time agreed between the CB and the business or organisation beforehand. A sufficient inspection duration will allow the auditor to have an opening meeting with the management; inspect all applicable control points; inspect all available products of the inspection scope; visit all production, storage, processing and other critical locations (e.g. water sources); inspect the used machinery; interview staff; evaluate the records; complete the checklist with explanatory comments and notes on observations; and present the results to the member at the closing meeting. An inspection report will identify compliance for the

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different levels of control points, 'major' and 'minor' non-conformances to the Standard and noted on a summary sheet which is left with the client, signed by a representative and include the audit duration. As a minimum, comments shall be supplied in the report for all non-compliant and not applicable major and minor compliance criteria, and for all major compliance criteria. The Certification Body will send a full report to the client after verification as appropriate. Copies will only be provided to other parties if the member provides written authorization, except if it is to comply with regulatory bodies or national legislation, in which case the member will be informed.

- 8.9.1 A minor non-conformance occurs when a Standard requirement is not met, but without any major consequences. It is a deficiency that in all likelihood will not result in the failure of, nor seriously weaken, the Plant Healthy certification. The plant health / biosecurity system is not impacted to the extent that it reduces its ability to assure controlled processes and therefore the business or organisation meet the requirements of the Plant Healthy Certification Scheme.
- 8.9.2 A major non-conformance is when there is an absence or total breakdown in the system to meet the Plant Health Management Standard requirements. Essentially, it is a deficiency that will seriously impair the effectiveness of the plant health / biosecurity management system.
- 8.9.3 If any major non-conformities are found during an inspection the auditor sets out a reasonable deadline for corrective measures of no more than 60 days for the initial audit and 28 days for subsequent audits.
- 8.9.4 When major non-conformities have occurred the certification body may suspend the certificate and order a completely new audit to be conducted after the defects have been corrected. If the new audit also leads to a non-conformity decision, the CB can revoke the certificate. If the major non conformities are of a severe nature that risks purpose of the Certification Scheme then the CB has the right to refuse to award a certificate or to re-audit a business or organisation. This will be with the agreement of the Governing Body.
- 8.9.5 The Certification Body will send a full report to the client after verification (technical review) as appropriate. Copies will only be provided to other parties if the member provides written authorization, except if it is to comply with regulatory bodies or national legislation, in which case the member will be informed. The inspection report will be written in accordance with the requirements of ISO 17065.
- 8.9.6 Compliance levels:
For the Plant Health Management Standard these are as follows: -
All 'major' compliance criteria must be cleared before the audit is passed. For 'minor' compliance criteria, up to three non-conformances are allowed per site which must be addressed by the next audit. If the business is found to have four or more 'minor' non-conformances, then all these will become a 'major' non-conformances and will need to be addressed as such.
- 8.9.7 Addressing non-conformances:
Any 'major' non-conformances and four or more 'minor' non-conformances noted at a site will require the business to implement the improvements needed within 28 day on all the non-conformances found. For initial inspections only implementation of the improvements must be within 60 days of the audit.

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- 8.10 If the auditor assesses that an additional visit is required to re-check any non-conformance(s) then this will be agreed at the closing meeting of the initial inspection visit. The CB Technical Manager, on verifying evidence of non-conformance rectification, can also request an additional verification visit, if deemed necessary. This will be in agreement with the auditor, Technical Manager and Scheme Manager. An additional re-inspection fee will be charged.
- 8.11 All corrections and corrective actions will be assessed; with clarification provided to show whether the action(s) taken and evidence provided is sufficient to close the non-conformance. Evidence of the resolution of non-conformances can be provided in the form of documentary evidence and / or photographic evidence and / or video or live video conference call as appropriate. This evidence will be sent directly to the auditor and will be reviewed by the CB Technical Manager.
- 8.12 Current members failing to adequately correct non-conformances within 28 days will lose their certification. The Scheme management will be informed who will withdraw membership to the Scheme and remove the member from the membership directory. The member will need to re-join the Scheme and have a new inspection to re-gain certification.
- 8.13 An open non-conformance.
A business or organisation is set at this status if they have not complied with the 'major' or the four or more 'minor' non-conformances within 28 days after the annual inspection. After 28 days the businesses certificate will be suspended. If the non-conformances are then not resolved within 3 months another complete inspection must be performed. Where four or more minors result in a major non-conformance, these must be addressed until they result in a maximum of three minors before the audit can be passed (as per 8.9.6).
- 8.14 In order to be certified, businesses or organisations that operate on several sites (section 3.3.) must have reached Plant Health Management Standard requirements at all sites when
- the Quality Management System (QMS) is for the business as a whole.
 - the CB is auditing the square root of the sites.
 - the internal Quality Manager (QM) audits all sites annually (as a minimum).
- 8.15 The Certification Body must be notified as soon as possible of any new permanent sites taken on by a certificated business or organisation.
- 8.16 New and rented sites - where a certificated business takes on a new site, it will be given 12 months to implement Plant Health Management Standard's requirements. The same requirements will apply to rented sites, with the exception of specific factors **beyond the control** of the certificated grower e.g. weed control in areas adjacent to the glasshouses.
- 8.17 Short term rented sites (including transient sites), defined as rented for periods shorter than 6 months, will be evaluated by the Inspectors but only if the site is in use on the date of the evaluation. The business or organisation being audited is required to provide Inspectors with details of any rented sites.
- 8.18 Sites operated as 'new' or 'independent' businesses - where a new site is acquired by an existing member, or members, and is to be operated as a business or company, which is separate from businesses already certificated, then this must be clearly stated. Such separate businesses must apply for membership in their own right.
- 8.19 Sub-contractors - the receiving certificated site must take full responsibility for the evaluation of their sub-contractors. The sub-contractor must be evaluated at least once a

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year, where applicable, by staff from the certificated business or a qualified independent third party, and an evaluation report completed. The report should be available for the Certification Body or their Inspectors.

- 8.20 Product brought onto the site for immediate re-sale should be subject to the same plant health control procedures as all other produce on the site.
- 8.21 The Certificate issued by the Certification Body will clearly state the sites that have been evaluated as part of the Plant Healthy Certification Scheme.
- 8.22 The Certificate issued by the Certification Body will be valid for twelve months, from the date of the certification decision, which will be stated on the Certificate. The “valid from” date for subsequent certificates issued will always revert to the “valid from” date in the original certificate, except when the certification decision is made after the expiration of the previous certificate. In this case the “valid from” date must coincide with the date of certification decision. The subsequent inspection should be carried out a minimum of once per inspection period. The inspection period is defined as plus/minus 4 months from the certification renewal date. Therefore the subsequent inspection can be carried out at any time during an “inspection window” that extends over a period of 8 months: from 4 months before the original expiry date of the certificate and, up to 4 months after the original expiry date of the certificate. If the inspection is carried out in the 4 months after the original expiry date of the certificate, an extension of the certificate must first be approved by the CB. There must be a minimum period of 6 months between 2 inspections for recertification.

The validity may be extended beyond the 12 months (for a maximum period of 4 months) only under the conditions detailed below and must be recorded in the inspection report. The member must apply in writing to the Certification Body for an extension. The Certification Body may refer the decision to the Alliance. Here are the only reasons that are considered to be valid:

- The Certification Body wants to schedule the inspection after the certificate has expired in order to observe a certain part of the production process, because it has not been seen in the previous inspection, because it is considered to be a high-risk process in terms of product safety or to be able to see a newly added product or process.
- The Certification Body needs to be able to extend some certificates because of resource restraints.
- The Certification Body was not able to conduct the inspection, and / or the member was not able to receive the Certification Body inspection due to circumstances beyond its control (force majeure) e.g.: natural disaster, political instability in the region, epidemic or unavailability of the member due to medical reasons.

- 8.23 The granting of a Certificate is conditional on compliance by the Plant Healthy Certification Scheme member with all applicable requirements set out in the Plant Healthy Certification Scheme Rules.
- 8.24 The Certification Body must be informed of product withdrawals or recalls that relate to plant health and biosecurity, which may result in re-inspection or suspension of certification. In the case of suspension of certification, the Alliance will be informed.
- 8.25 Unannounced audits or spot checks may be carried out by the Certification Body at any time. The Certification Body will inform the certificate holder in advance of the intended visit. This notification will not normally exceed 48 hours. If in an exceptional case where it is impossible for the certificate holder to accept the proposed date (due to medical or other

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justifiable reasons), the certificate holder will receive one more chance to be informed of an unannounced audit or spot checks. The certificate holder shall receive a written warning if the first proposed date has not been accepted. The producer will receive another 48-hour notification of a visit. If the visit cannot take place because of non-justifiable reasons, a suspension of the certificate will be issued. Any non-conformances raised during the inspection will need to be corrected as per the requirements in 8.9.3. A certificate will not be re-issued following an unannounced inspection.

- 8.26 Legislation overrides Plant Healthy certification requirements where relevant legislation is more demanding. Where there is no legislation (or legislation is not so strict), Plant Healthy certification requirements provides a minimum acceptable level of compliance. Legal compliance of all applicable legislation per se is not a condition for certification. The audit carried out by the Plant Healthy Certification Scheme Certification Body is not replacing the responsibilities of public compliance agencies to enforce legislation.

9. Use of the Plant Healthy logo

- 9.1 The Plant Healthy logo may be used on letterheads, outer packaging and promotional material but not on plant or product labels. The logo must always be used as detailed in Annex 2: Logo use.

10. Complaints

10.1 Complaints related to aspects within the scope of certification

The responsibility for complying with the requirements of the Plant Healthy Certification Scheme as defined in the Scheme Rules and in the Plant Health Management Standard and for complying with statutory requirements rests with the certificate holder and, therefore, any complaint about a product or system arising from possible infringements of the law shall be dealt with by the certificate holder concerned. Complaints of this nature coming directly to the Alliance will be referred to the Certificate Holder for appropriate corrective action to be taken. The Certification Body shall be informed of the complaint and will take appropriate action. Plant Healthy Certification Scheme requires in case of any objective evidence found that indicates that the member has misused the Plant Healthy Certification Scheme logo, or in case of fraud, the member cannot be accepted for certification for 12 months. In such cases a new inspection will be required to re-gain certification.

10.2 Complaints related to the Certification Body or inspectors

Any complaints or appeals against the Certification Body will follow the Certification Body's own complaints and appeals procedure. Information of these procedures is available from the Certification Body. The resulting action may affect the certification status of the member. In case the Certification Body does not respond adequately, the complaint can be addressed to the Alliance.

10.3 Complaints related to the Plant Healthy Certification Scheme:

- 10.3.1 Any complaint against the Plant Healthy Certification Scheme management, member or associates should be sent in writing with full details of the complaint and any accompanying documents in confidence to the Chair of the Alliance.
- 10.3.2 The Chair of the Alliance shall carry out such investigation, as he or she shall deem necessary to obtain as much relevant information as possible about the complaint.

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- 10.3.3 If the Chair of the Alliance is of the opinion, he or she can reach a settlement between the parties then reasonable endeavours shall be used to deal with the complaint as soon as reasonably practicable after the complaint has been received by the Chair of the Alliance.
- 10.3.4 If the complaint is one of substance or it is not possible for the Chair of the Alliance to reach settlement between the parties, he or she shall report the complaint to the Alliance, who may in their discretion either refer the matter to a disciplinary sub-committee for their recommendations or deal with the matter themselves.
- 10.3.5 The person complained of shall in every case be called upon for an explanation and shall have the opportunity of their defence being heard, which may be verbal or written, or both.
- 10.3.6 In the event that:
- 10.3.6.1 The person complained of does not attend a meeting held to allow them to be heard in their defence; or,
- 10.3.6.2 The person complained of gives no explanation about the complaint; or
- 10.3.6.3 The Alliance be of the opinion that the complaint is established and that it be expedient to impose a penalty,
- The person may be removed as a member or associate of the Plant Healthy Certification Scheme or censured or suspended from the rights and privileges of membership of the Scheme until such time as the Alliance consider that he may be re-admitted as a Member.
- 10.3.7 Alternatively, in an appropriate case, the Alliance may decide to refuse to accept any further subscriptions from the Member concerned and his membership shall thereupon lapse.

11. Privacy Policy

The Alliance or designated member of the Alliance Steering Group (hereinafter referred to as 'We', "Our" and "Us") is committed to protecting and respecting Plant Healthy Certification Scheme members' privacy. This policy sets out the basis on which any personal data that Plant Healthy Certification Scheme collects from Scheme members, or that Scheme members provide to Plant Healthy Certification Scheme, will be processed by Plant Health Certification Scheme. For the purpose of the Data Protection Act 1998 ("the Act"), and for the purpose of the General Data Protection Regulations ("GDPR") the Alliance or designated Alliance member are the data controller.

Please see the Plant Health Privacy Policy at: www.planthealthy.org.uk/privacy-policy

11.1 Information Plant Healthy Certification Scheme may collect from you

- 11.1.1 Plant Healthy Certification Scheme via the CBs may collect and process the following data about you:
- Information that you provide on our site www.planthealthy.org.uk ("our site"). This includes information provided at the time of registering to use our site or requesting further services. We may also ask you for information if you report a problem to us.

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- If you contact us (including but not limited to contact by telephone, letter or email) we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of your visits to our site and the resources that you access.
- A list of certificated businesses and organisations will be detailed on the Plant Healthy website.

11.1.2 Information on visitors using our site

During the course of any visit to our site the pages you see, along with something called a session ID or cookie ("Cookies"), are downloaded to your computer (see paragraph 11.2.2 for more on this). Most, if not all, websites do this, because Cookies allow the website publisher to do useful things like find out whether the computer (and probably its user) has visited the site before. This is done on a repeat visit by checking to see, and finding, the Cookie left there on the last visit.

11.2 Where we store your personal data

11.2.1 All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password, which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

11.2.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

11.3 Submitting personal information

When you supply any personal information to Plant Healthy Certification Scheme (e.g. for competitions or registering for membership access) we have legal obligations towards you in the way we deal with that data. We must collect the information fairly (see the notices on particular webpages or other materials supplied that let you know why we are requesting the information); we must let you know how we will use it; and we must tell you in advance if we decide to pass the information on to anyone else. We will hold your personal information on our systems for as long as you use the service you have requested, and remove it in the event that the purpose has been met, or, in the case of membership access, you no longer wish to continue your registration as a member or registered user.

11.4 Uses made of the information

11.4.1 We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

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- 11.4.2 From time to time we may send you details of other services and products that may be of interest to you and offer you the opportunity to subscribe to them. We will keep a record of information provided by you. Please note that any information you provide to us will never be supplied to third parties without first obtaining your consent unless we are obliged to disclose such information by law.
- 11.4.3 If you do not want us to use your data in accordance with this clause, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the page or form on which we collect your data. Please note that if you choose not to be contacted by us, we may not be able to provide you with any products or services, which you have subscribed to.

11.5 Disclosure of your information

- 11.5.1 We may disclose your personal information to any member of the Alliance.
- 11.5.2 We may disclose your personal information to third parties:
- 11.5.2.1 If we or substantially all of our assets are acquired by a third party, in which case personal data held by us about our members will be one of the transferred assets.
- 11.5.2.2 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of business and other agreements; or to protect our rights, property, or safety of our personnel, members, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

11.6 Your rights

- 11.6.1 You have the right to ask us not to process your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the pages or forms we use to collect your data. You can also exercise the right at any time by contacting us at:

www.planthealthy.org.uk/contact-us

- 11.6.2 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

11.7 Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

11.8 Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on the Plant Healthy Certification Scheme website and, where appropriate, notified to you by e-mail.

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Annex 1: Membership fees

The table below sets out the membership fees for the Plant Healthy Certification Scheme. These fees are paid to the Governing Body (Plant Health Alliance) which is a not-for-profit entity. The fees fund the employment of the scheme manager, promotion of the scheme and ensuring that the Plant Health Management Standard is reviewed periodically to ensure fit with regulatory frameworks and the latest plant health and biosecurity findings.

These fees will be reviewed at least annually by the Governing Body with a view to establishing an equitable balance between accessibility of the scheme to applicants and funding the administration, development and promotion of the scheme.

All membership fees are exclusive of VAT.

Turnover bands	Annual membership fees
Band 1: (below £100,000)	£40
Band 2: (£100,000<£500,000)	£137
Band 3: (£500,000<£1M)	£269
Band 4: (£1M<£5M)	£443
Band 5: (£5M<£10M)	£671
Band 6: (≥£10M)	£894

N.b. – Agreed by Plant Health Alliance Working Group on 23rd November 2020 that fees for additional sites (£160) are removed with immediate effect. And that a range of appropriate turnover band increments above £10 million with proportionate annual membership fees decided upon and added by the Plant Health Alliance Working Group on 15th December 2020.

Additional sites

See section 3.4 for certification options and additional sites (option C and D).

Certification Body and auditor costs

The fees set out above do not include Certification Body fees and auditor expenses which are arranged directly with the Certification Body.

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Annex 2: Logo use

Protecting the Plant Healthy brand

The Plant Healthy Certification Scheme aims to improve the health of plants and enhance biosecurity. Our logo is protected by trademark and its use is strictly limited to preserve the integrity of our brand and the values it enshrines. The logo cannot be used on-product, it can only be used in association with the certified business or organisation. The logo is effectively a ‘stamp of approval’, an assurance to the customer that the certified business or organisation meets the Plant Health Management Standard requirements of the Plant Healthy Certification Scheme.

Who can use the Plant Healthy logo?

It is imperative that the Plant Health logo are only used after a certificate has been obtained from the Certification Bodies.

Off Product Use

A certificate number will be issued by one of the Plant Health approved Certification Bodies once the certificate has been approved. When combined with the certificate number the logo is known as the Certification Mark. The certification mark can be used on point of sale material (posters, banners etc), marketing and communications paraphernalia e.g. websites identifying that the business or organisation meets the Plant Health Management Standard.

The certification mark can only be associated with the certified business or organisation sites for which the certificate has been issued i.e. those sites listed on the certificate.

The certification mark cannot be used ‘on-product’ or on its packaging or appear to imply a product meets the Plant Health Management Standard.

How to use the Plant Healthy logo

A business or organisation will be sent the Plant Healthy Visual Guidelines when receiving a Plant Healthy Certification Scheme certificate.

Conditions for using the Plant Healthy Certification Mark

The logo is owned by the Plant Health Alliance (or on behalf of the Alliance by a designated Alliance member) and has been trade marked with the Intellectual Property Office. The Plant Health certification mark uniquely identifies the certificate holder with the trademark logo and the following conditions apply

- The Certification mark can only be used in accordance with the details of the awarded Plant Health certificate.
- Certificate holders will have the right to use the Plant Health Certification mark upon and for the duration of their certificate. Included in the scheme membership fees is an annual fee payable by the certificate holder for the right to use the Plant Health Certification mark.
- Certificate holders obtain no property in the Plant Healthy logo.
- Certificate holders may only use the Plant Healthy Certification Mark in accordance with the Terms and Conditions and this document, which are designed to protect the integrity and enhance the value of the Plant Healthy logo.
- This document regulates the use of the Plant Health Certification Mark by certificate holders only. These Terms and Conditions do not regulate the use of the Plant Health Certification mark by the approved certification bodies for purposes of promoting the aims of the Plant

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Healthy Certification Scheme, unless otherwise provided for in this or another instrument approved by the Intellectual Property Office.

- Use of the mark in association with a product is not allowed.
- A Certificate holder shall, for the duration of its certificate, prove to the satisfaction of the certification bodies that its business management systems satisfies the requirements set forth in the current edition of the Plant Health Management Standard; and a Certificate holder must only use the Plant Health Certification Mark in accordance with its Certificate of Registration and the Plant Healthy Scheme Rules.
- If a certificate is revoked/suspended the mark must not used with immediate effect.

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