

NAAC Assured Land-Based Contractors Scheme (Generic Base Standard)

Version 02

No.	NAAC Generic Base Standard
G. 1. Insurance Cover	
G 1.1	There must be Employers Liability insurance with a minimum level of cover of not less than £10 million.
G 1.2	<p>The contractor must have current Public Liability / Products Liability insurance with a minimum level of cover of:</p> <ul style="list-style-type: none"> • not less than £1 million in one claim or series of claims arising out of any one event; • unlimited in respect of public liability for any one period of insurance. This insurance must provide an indemnity in respect of liability in accordance with an activity of the Insured.
G. 2. General/Personnel	
G 2.1	The current version of the NAAC Assured Land-Based Contractors Scheme – Generic Base Standard and relevant sector specific standards must be readily accessible in the contractor’s place of business and be available to all staff.
G 2.2	There must be a system of recording the daily whereabouts of employees.
G 2.3	There must be a documented policy/plan detailing what action is to be taken in the event of an employee failing to check in as expected. This policy/plan must be reviewed at least annually. (This is only applicable if the business has one or more employees).
G 2.4	Personnel files must be maintained for all employees (including a CV type document for the self employed). This file must contain all relevant employment documentation, including a written statement of terms and conditions of employment. Illegal labour must not knowingly be employed. The file should include a record of an individuals health and safety responsibilities, as detailed in G 4.2.

G 2.5	<p>All employees must be trained, qualified and competent to carry out the operations for which they are employed (eg appropriate driving license, certificates of competence etc). Written records of training must be kept, including in-house training. Photocopies of all mandatory certificates must be held in the office and should be made available to customers on request.</p> <p><i>Instruction and training must be given and recorded prior to an operator being asked to use machinery/equipment, which is unfamiliar, and before any new task is undertaken.</i></p>
G 2.6	<p>A member of staff must be designated for each customer site visit to take responsibility for health and safety, personnel management and quality control on-site.</p>
G. 3. Vehicles/Machinery/Equipment	
G 3.1	<p>All vehicles/machinery/equipment must be checked regularly, a minimum before the start of each day's work, to ensure it is maintained in a safe and serviceable condition. After the visual check a signature should be recorded on a 'vehicle checklist'.</p> <p><i>The Vehicle Health Check Scheme Checklist should be used, it can be found at: http://www.bagma.com/vehicle_health_check_scheme.htm</i></p>
G 3.2	<p>Vehicles/machinery/equipment must not be used when in an unsafe condition and faults must be recorded in the log book, together with appropriate repairs/corrective action must be taken when the machine/equipment is signed off as safe to use.</p> <p>Vehicles/machinery/equipment are deemed unsafe if they affect:</p> <ul style="list-style-type: none"> • Driver safety • Passenger(s) safety • Operator(s) safety • Customer safety • Public safety • Quality of service <p>All minor faults, which do not affect safety, should be reported and corrected as soon as possible.</p>

G 3.3	Vehicles/machinery/equipment must be serviced in accordance with manufacturer's recommendations. Service records must be kept. <i>(Where available the manufacturer's handbook should be made available to the operator in a language understood by the operator).</i>
G 3.4	All vehicles used on the public highway must be roadworthy, taxed and insured and have appropriate service/testing records, where appropriate.
G 3.5	When traveling in, or operating, a vehicle or machine on the road, the driver, operator or passenger(s) must wear any seatbelt provided by the manufacturer at all times. <i>(Wherever practical, based on a risk assessment, the driver, operator or passenger(s) should also wear a seat belt where fitted when traveling in, or operating, a vehicle or machine off-road.)</i>
G. 4. Health and Safety	
G 4.1	<p>Every contracting business must have a relevant written, signed 'Health and Safety Policy', to cover the requirements of the Health and Safety at Work etc. Act 1974.</p> <p>Contractors must ensure that all their employees (and any subcontractors) read and understand the requirements of this policy.</p> <p>A copy of this policy must be made freely available to all employees. <i>(Ideally employees should be issued with a copy of the policy).</i></p> <p>This document must be reviewed regularly (at least annually) and revised in the light of business, equipment or legislative changes.</p> <p>The policy should at least;</p> <ul style="list-style-type: none"> • identify the person who holds full and final responsibility for health and safety; • who will deputise for him/her in case of absence; • who is responsible for reporting incidents/accidents/ill-health to HSE; • the person(s) responsible for checking the condition of fire extinguishers, work equipment and vehicles; • the person(s) responsible for the first aid kits and equipment (ie the 'Appointed' Person) (all these may be the same person but the policy should identify this). • state clearly that everyone involved in the business has a personal responsibility for ensuring the health, safety and welfare of him/herself and of others affected by their work activities. • be signed by the person holding full and final responsibility for health and safety in the business.

G 4.2	As part of the Health and Safety Policy, individual responsibilities for health and safety should be discussed and agreed with all staff.
G 4.3	There must be written risk assessments, as required by legislation. These documents must be reviewed regularly (at least annually) and revised in the light of business, equipment or legislative changes.
G 4.4	<p>All employees should be trained to carry out a visual site risk assessment, particularly if they are working on a site with which they are unfamiliar. The customer should be asked to provide information to help with this process.</p> <p>Employees should be given a standard checklist of actions and questions to ask on arrival/or before arrival at a customer's site (particularly if this is the first site visit).</p> <p>This should include location of hazards, first aid facilities, fire fighting equipment and information about other workers/contractors/visitors on site. (Refer: 'Safety on Farms – A Shared Responsibility, Industry Guidance for farmers, growers, drivers, contractors and other commercial visitors' NAAC & others).</p>
G 4.5	<p>If, following an on-site visual assessment of risk, the employee considers that there are still significant risks, i.e. a risk to the:</p> <ul style="list-style-type: none"> • Driver • Passenger(s) • Operator(s) • Customer • Public • Quality of service <p>He/she must not start work (or must stop if work has already started).</p> <p>The operative must consult their manager or supervisor and/or the site owner/manager/foreman and decide ways by which the risks can be satisfactorily controlled.</p> <p>His/her manager or supervisor must agree these changes before work restarts.</p> <p>If the operative considers that the risks are still unacceptably high, their manager/supervisor must visit the site and resolve the situation.</p>

G 4.6	<p>Written COSHH assessments, as required by the Control of Substances Hazardous to Health Regulations, must be prepared, whenever working with hazardous substances.</p> <p>These documents must be reviewed regularly (at least annually) and revised in the light of business, equipment or legislative changes.</p>
G 4.7	<p>Suitable personal protective equipment (PPE), including respiratory protective equipment (RPE) must be provided, free of charge to contractor's employees where risk assessment identifies that this is required to control risks to acceptable levels.</p> <p>The employer must also provide:</p> <ul style="list-style-type: none"> • Information and training in its use, care and maintenance; • Suitable facilities to maintain and store PPE (and 'street clothes'); • Replacement items of PPE freely available; • RPE must be inspected and maintained regularly by a competent person and a written record of this be kept for a minimum period of five years.
G 4.8	<p>An appointed person must have responsibility for checking regularly the condition and contents of the first aid kit(s).</p> <p>A person(s) must be identified to have the responsibility for checking regularly the condition of fire extinguishers, work equipment and vehicles. A written record should be kept of all such checks. The person(s) responsible should be competent to perform these duties.</p>
G. 5. Complaints/Incidents Procedure	
G 5.1	<p>Every contracting business must have a complaints procedure. This will involve a system of reporting, investigating and responding promptly and efficiently to all internal and external complaints. The aim should be to investigate and respond to a complaint within 48 hours.</p>
G 5.2	<p>All accidents and incidents must be reported. A procedure should be established to investigate all accidents/incidents, to eliminate any risk of the same accident/incident occurring again.</p>

APPENDIX 2

Operating Procedures

Certification to these standards is conditional on a successful initial assessment visit and surveillance assessments thereafter. The certification system is an independent third party system for determining conformity with product standards. The certification system requires examination of product, the production process, the production environment, and assessment of the quality management system. Acceptance after initial assessment is followed by ongoing surveillance. The certification system is linked to a Certificate of Conformity, documentation and where appropriate approved scheme marks. The mark is the property of NAAC and is issued, under licence, through CMi Certification.

APPLICATION

1. NAAC/CMi Certification will send contractors wishing to be certified to the Standards an application pack and supporting literature.
2. Contractors should normally make an application in respect of all their enterprises which they run as a single business. However, this is not compulsory.
3. Contractors should complete the relevant form in full and submit it to the NAAC together with the appropriate fee. The owner of the business or a duly authorised employee must sign the form(s).
4. By signing and returning an application form contractors agree to be bound by the Scheme standards and operating procedures. The scheme owners reserve the right to alter the standards and operating procedures for schemes where, at their absolute discretion, they consider it necessary to do so and changes will be notified.

MEMBERSHIP

5. New Applicants - Applications will be renewed every October and assessments will be carried out against the standards in force at that time. Fees payable will be notified and may reflect a payment for a past year.
6. Renewal for Existing members– Renewal of Certification will be conditional upon the receipt of the appropriate fee on or before 1 October in the year prior to the season to be assured, and a signed declaration that the contractors will continue to follow the Standards and operating procedures.

INDEPENDENT ASSESSMENT

7. Routine surveillance assessment will be carried out annually
8. Once the application or renewal form has been accepted, arrangements will be made for an assessment visit.
9. Assessment visits will normally be by appointment with the contractor. However, CMi Certification reserves the right to make short notice or unannounced visits.

10. All participants agree to give employees and agents of CMi Certification reasonable access to their business and relevant sites to carry out the assessment visits required. Failure to do so will result in the suspension of membership. Reasonable notice will be given of any routine assessment visit.
11. Once the assessment visit has been completed, CMi Certification will either issue the applicant with a 'notice to remedy' for non conformances or forward the assessment report for certification.
12. Certificates may be granted to participants who have had an assessment against the appropriate NAAC Standard and have closed any non-conformances identified at the assessment
Non conformances may be closed by submission of documentary evidence or by revisit. Non-conformances must be closed within 3 months of an initial assessment or 28 days for any subsequent annual assessment.
13. The contractor should inform CMi Certification once any non-conformance(s) has been remedied and submit documentary evidence. CMi Certification may then arrange for a site revisit in circumstances where product integrity may be compromised. The costs associated with these procedures, including any additional visits will be borne by the contractor, but will be kept as low as reasonably possible.
14. Assessors may refuse to carry out an assessment in the presence of a third party who they believe will, intentionally or otherwise, influence its outcome in an inappropriate manner.
15. Certificates will be issued when the contractor meets the certification requirements. Certificates are not transferable and remain the property of CMi Certification. Once a Certificate has been issued, a contractor may promote themselves as 'assured'.

SUSPENSION/TERMINATION OF MEMBERSHIP

16. Failure to supply satisfactory documentary evidence within 3 months of the initial assessment or 28 days of a surveillance assessment or pass a revisit where necessary will result in the contractor being suspended, and the database altered accordingly, until accepted back into the scheme by a revisit or the end of the scheme year at which time they will be deemed to have lapsed. All revisit costs will be borne by the contractor.
17. CMi Certification reserves the right to suspend or withdraw certification when it considers that it is necessary to do so, such as in the event of a serious food safety issue or the Scheme being brought into disrepute. The suspension will remain in force until either the contractor is accepted back into full membership (by revisit or submission of documentary evidence) or until the end of the scheme year when membership will lapse.

APPEALS

18. In the event that a contractor feels he/she has been incorrectly assessed during an assessment visit, he/she has the option to ask, within 14 days, for a re-assessment by another assessor appointed by CMi Certification. If the contractor's complaint is upheld, there may be no cost for this and any suspension of membership that may have been imposed will immediately be lifted. If the findings of the original assessment are corroborated, or if it is clear that the company has taken action in the interim that will materially affect the outcome of the re-assessment, the cost of the visit will be borne by the contractor. Any requests for re-assessment visits will be undertaken as soon as possible by CMi Certification.

19. If a contractor still feels that he/she has been incorrectly assessed following the procedure outlined in the above clause, he will have the option of having their appeal heard by a panel convened for this purpose by CMi Certification. A contractor may either put their own appeal to the panel or nominate someone to do so on their behalf. In the latter case the contractor will still be expected to attend the panel session. Both parties will endeavour to keep costs to a minimum. In the event that an appeal to the panel is upheld, all costs reasonably incurred by the appellant will be met by CMi Certification. If an appeal is turned down, any costs reasonably incurred through the operation of the panel will be borne by the contractor.

USE OF TRADE MARK AND/OR LOGO

20. Contractors certified to the standards shall be permitted to indicate that they hold a certificate and, for that purpose only, shall be permitted to use on stationery, publicity materials, exhibition stands and signage, the Verified Seed 'Trade Mark' and/or the Assured Land-Based Contractor 'Logo' in accordance with any directions given from time to time by the Company with regard to the use of the Trade Mark and/or the Logo. Certified participants agree to observe all such directions.
21. The above consent, in so far as it applies to use of the Trade Mark, is limited to using the entire designation "Assured Land-Based Contractor" and, in so far as it applies to using the Logo, is limited to using the Logo in an identical form to that used by the Company. The consent is personal to the certified participant and may not be transferred or licensed to any other person.
22. Certified participants shall not use (or authorise or license others to use) the Trade Mark and/or the Logo in any way outside the scope of the above consent and they shall not use or authorise or license others to use any name, mark, sign or device confusingly similar to the Trade Mark and/or the Logo nor file or cause to be filed any trade mark or company name registration applications containing or confusingly similar to the Trade Mark and/or the Logo. The certified participant will not oppose or cause any opposition to be filed to any trade mark applications filed by the NAAC, register the Trade Mark and/or the Logo anywhere in the world nor otherwise cause any question to be raised concerning the company's ownership of the Trade Mark and the Logo.
23. NAAC reserves the right to withdraw from any certified participant the permission granted hereunder, after giving one months' notice or upon immediate notice if the certified participant fails to observe the directions of the Company with regard to the use of the Trade Mark or the Logo or if certification is suspended or terminated for whatever reason.

CONFIDENTIALITY

24. For the purposes of paragraphs 24, 25, 26 and 27 all references to agents of NAAC refer only to those persons appointed, employed or contracted by NAAC to provide computing and/or database services or in connection with such services as are required to maintain the database referred to in paragraph 24.

Details of registered participants are held on a database. Where an enquirer is able to quote the name and address or name and registration number of a certified participant NAAC or its agents will confirm the member's status as follows: 'Full Member' or 'Suspended Member'. The date of the last assessment visit may also be given. Subject to paragraph 24 no other specific information will be given without the permission of the certified participant.

25. NAAC and its agents reserve the right to also release information from its database about the certification status of a member to a person (for example such as Assured Food Standards) with a legitimate interest in knowing that information if proof of certification might be in the member's interest. The member accepts that information about his lack of certification status may be revealed under the provisions of this paragraph.
26. NAAC may produce and publish statistical reports drawing upon aggregated Scheme data so that individual data cannot be traced back to individual applicants or members.
27. Membership data may be retained on the above mentioned databases and will be treated as specified above for a reasonable time after a person has ceased to be a member of NAAC or one of its land based contractors schemes.

DISCLAIMER

28. Under no circumstances will NAAC or its employees or agents (e.g. CMi Certification) be liable for any losses, damage, charges, costs or expenses of whatever nature (including consequential loss) which any contractors may suffer or incur by reason of or arising directly or indirectly out of the administration by NAAC or its employees or agents or the performance of their respective obligations in connection with the standards save to the extent that such, loss, damage, charges, costs and, or, expenses arise as a result of the finally and judicially determined gross negligence or willful default of such person.
29. If any competent authority considers that any of the operating procedures are unreasonable, then the operating procedures shall be taken to be varied in such a way as shall make them reasonable but no other part of the operating procedures shall be affected.
30. These operating procedures represent the entire understanding between the contractors and NAAC and each contractor acknowledges that they have not relied upon any other statement (written or oral) in applying to be certified to the standards.