

# SOPA

## Terms of Membership

The Scottish Organic Producers Association Ltd was incorporated as a member co-operative society in June 1988 under the Industrial and Provident Societies Act, number SP02278R. It is governed under the Rules of the Association, which are registered with the Financial Conduct Authority.

SOPA exists to support the sustainable growth of its members' organic businesses through its role as Scotland's largest organic membership organisation.

### SOPA's Registered Office

c/o Drummond Laurie CA, Algo Business Centre, Glenearn Road, Perth, PH2 8BX

### SOPA Member Services Address

PO Box 5, Golspie, Sutherland, KW10 6AA

Telephone 0300 772 9795

Email: [info@sopa.org.uk](mailto:info@sopa.org.uk)

## Definitions

*The SOPA Organic Standards* are owned by the SOPA Board of Directors on behalf of the SOPA Membership. SOPA own Organic Producer Standards governing the organic farming and the production of organic food; and Organic Processing Standards governing the packing, wholesaling, importing, exporting and processing of raw materials into food and drink products for consumers and the retail market; and also the Approval of Products Permitted for Use in Organic Systems (Evaluation Scheme).

*OF&G (Scotland) Ltd* are contracted by SOPA to ensure the SOPA Organic Standards are correctly adhered to and administered according to EU, DEFRA and UKAS legal requirements. OF&G (Scotland) are responsible for the certification of SOPA Members to the SOPA Organic Standards.

*SOPA Organic Scheme* refers to the delivery of organic certification by OF&G (Scotland) Ltd according to the SOPA Organic Standards.

*SOPA Organic Certificate* is issued by OF&G (Scotland) Certification Officers, to those SOPA Members who are successfully compliant to the SOPA Organic Standards.

*SOPA Member Services* offer support, advice, technical guidance, information and the influence of government food and farming policy. These Services are delivered by SOPA staff based in Scotland. SOPA Pre-Applicants, Applicants and Members have unlimited access to the Services provided by SOPA Support Staff.

*SOPA Members* are individuals or businesses who are certified by OF&G (Scotland) to the SOPA Organic Standards.

*SOPA Member (Pre-Applicant)* is an individual or business who has completed the SOPA Application form and paid the Application Fee (£65), but who has not yet commenced organic production or processing.

*SOPA Member (Applicant)* is an individual or business who has completed the necessary certification forms and have booked or undergone an audit or inspection, but have not yet received an Organic Certificate of Compliance.

*Organic Inspection* is conducted by a qualified inspector under the auspices of the OF&G (Scotland) Certification contract, to inspect a SOPA Producer Member according to the SOPA Organic Production Standards. The Inspector reports to OF&G (Scotland) on the evidence provided at inspection.

*Organic Audit* is conducted by a qualified auditor under the auspices of the OF&G (Scotland) Certification contract, to audit a SOPA Processor Member according to the SOPA Organic Processing Standards. The Auditor reports to OF&G (Scotland) on the evidence provided during the audit.

The Organic Inspection/Audit usually takes place once every twelve months, although in some circumstances it may be within 15 months. At inspection/audit, the SOPA Member is required to complete the OF&G (Scotland) Licensing Agreement Document Ref RD705

*OF&G (Scotland) Certification Officer (CO)* is employed by OF&G (Scotland) to assess and evaluate the inspection/audit reports and the compliance to the SOPA Organic Standards. The CO is responsible for securing resolution to non-compliances, for approving derogations and issuing SOPA Organic Certificates.

## Terms of Membership

1. These Terms of Membership apply to the Agreement between SOPA and I, as the SOPA Member, from the date of my application to the SOPA Scheme until my Membership is terminated, suspended or withdrawn.
2. The information given in the Application or at Annual Inspection/Audit is, to the best of my knowledge, accurate and forms the basis of an agreement and acceptance of these Terms of Membership.
3. I will keep in my possession the latest issue of the SOPA Organic Standards and any other necessary documents pertaining to my organic enterprises and confirm that I will maintain compliance to the SOPA Organic Standards as determined by OF&G (Scotland).
4. I agree on behalf of my organisation and all associated units and subcontractors that I will abide by any Licensing Agreements required by OF&G (Scotland) for the duration of my SOPA Membership for the purposes of certification of my organic enterprises to the SOPA Organic Standards.
5. I agree, on behalf of my organisation and all associated units and subcontractors, to permit SOPA to hold any data information obtained for the purposes of membership. SOPA treats this data in confidence and will not disclose it to any other third party except where required or permitted to do so by law, for the purposes of managing my SOPA Membership. My signature on the SOPA Application Form constitutes consent to this use of data. Further information is available in the SOPA Data Policy.
6. I understand that where the SOPA Organic Certificate, or organic certification has been suspended or withdrawn due to a Manifest Infringement or Irregularity, OF&G (Scotland) can share this with SOPA for the administration of the SOPA Membership.
7. I understand that any failure to comply with these Terms of Membership may be shared with Third Parties where required or permitted to do so by law.
8. I agree to abide by the Terms of Use of the SOPA Logo.
9. I will not make any claims or statements, nor take any action that may bring into disrepute the reputation of organic food or farming, nor of SOPA as a membership organisation.
10. I agree to abide by the Payment Terms as published by the SOPA Board. The information provided on the SOPA Application Form and subsequently at annual inspection/audit will be used to determine my Membership Category for the purposes of determining the fees I am due.
11. Where I need to make a complaint, I will do so in writing to the SOPA Board.
12. I will confirm in writing my withdrawal as a SOPA Member. On suspension or termination of certification to the SOPA Organic Standards determined by OF&G (Scotland), or by not abiding by these Terms of Membership as determined by the SOPA Board, my SOPA Membership will be withdrawn and I will cease to be a SOPA Member. Re-application to SOPA is at the discretion of the SOPA Board (regarding Membership) and OF&G (Scotland) (regarding organic certification).
13. Any changes to these Terms of Membership will be agreed by the SOPA Board and published on the SOPA website.