

TERMS AND CONDITIONS AGREEMENT FOR THE FOOD MADE GOOD STANDARD AND ONLINE PLATFORM

1. INTRODUCTION

- 1.1** This Terms and Conditions Agreement ("Agreement") governs your use of the Food Made Good Standard ("Standard") and the Online Evaluation Platform for the Standard (referred to as "the Platform" or "the Evaluation Platform") provided by The Sustainable Restaurant Association ("The SRA") as a user ("User").

The Food Made Good assessment ("Assessment"), facilitated through the Platform, involves a structured questionnaire that you are required to fill out and submit to The SRA in order to gain Food Made Good accreditation ("Accreditation" or "Certification"). Upon submission, our evaluators review the provided information to determine alignment with the specified criteria. Once the evaluation process is complete, The SRA will issue you with your results and final report. These results constitute your Food Made Good Standard accreditation.

By accessing or using The Platform or the Assessment, you agree to be bound by this Agreement. Please read this Agreement carefully before proceeding.

2. ABOUT THE FOOD MADE GOOD STANDARD

- 2.1** The Platform provides an online evaluation tool for the Food Made Good Standard. The Food Made Good Standard (FMG) is the global gold standard for measuring progress towards sustainability across the foodservice industry. It is the world's most comprehensive sustainability certification specifically designed for foodservice businesses. This evaluation of operations sets out what 'good' looks like, rewards action over intention, and provides businesses with a thorough and tailored action plan for improvement, as well as a certification ideal for communicating to team members, customers, and other stakeholders.

3. ACCEPTANCE OF TERMS

- 3.1** By using the consulting services purchased as part of an Enhanced Package, the User acknowledges that they have read, understood, and agreed to be bound by this Agreement. If the User does not agree to any provision of this Agreement, they may not make use of these services. If the User has any queries about the Agreement they should contact The SRA at hello@thesra.org.

4. ACCOUNT CREATION AND USE

- 4.1 User Account:** In order to access The Platform, you must create an account. You agree to provide accurate, current, and complete information during the registration process and to keep your account information up to date.

- 4.2 Account Security:** You are responsible for maintaining the security and confidentiality of your account. You must promptly notify The SRA of any unauthorised use of your account or any other security breach.

5. PLATFORM USAGE

- 5.1 Permitted Use:** The Platform is provided solely for the purpose of conducting evaluations and assessments according to The Food Made Good Standard. You agree to use The Platform only for lawful purposes and in accordance with this Agreement and any applicable laws or regulations.
- 5.2 User Content:** You are solely responsible for any content you upload, post, transmit, or otherwise make available through The Platform ("User Content").
- 5.3 Prohibited Conduct:** You must not engage in any conduct that is unlawful, offensive, or violates the rights of others. This includes, but is not limited to, transmitting viruses, spamming, hacking, or engaging in any activity that disrupts or interferes with The Platform's operation.

6. ACCESS TO THE ASSESSMENT

- 6.1 Payment Requirement:** In order to access the FMG assessment on the Platform, Users are required to pay the applicable fee as published on <https://thesra.org/the-food-made-good-standard/pricing/> based on their business's turnover and in accordance with The Sustainable Restaurant Association's payment terms.
- 6.2 Access Provision for Invoice Payments:** Users who choose to pay by invoice will be granted immediate access to the FMG assessment while the invoice is being raised.
- 6.3 Termination of Access:** The SRA reserves the right to terminate access to the User's account on Platform and or the Assessment if payment is not received by the specified payment date and to continue to do so until the outstanding payment is received. The SRA also reserves the right to terminate access if the User violates any terms outlined in this Agreement or if the User engages in behaviour deemed unacceptable by The SRA. Examples of unacceptable behaviour include but are not limited to misuse of data, unauthorised access to the Platform, malicious behaviour, harassment or discrimination, false representation, intellectual property violation, and improper commercial use of the Platform or Standard.

7. PAYMENT TERMS

- 7.1 Fee Commitment:** By subscribing to the FMG Standard on the Platform, the User commits to paying the annual fee for a period of two years, starting from the date of subscription. The fee is billed annually.
- 7.2 Annual Fee Renewal:** The User agrees to pay the annual fee for the FMG Standard by the designated date each year to maintain access to the FMG assessment and associated benefits including the User being able to communicate about the Standard in their business.

- 7.3 Fee Structure:** The annual fee structure is based on the User's business turnover and is determined in accordance with The Sustainable Restaurant Association's pricing guidelines. The User is responsible for providing accurate and up-to-date information regarding their business turnover for proper fee calculation.
- 7.4 Fee Payment:** The User shall make payment of the annual fee to The SRA by the designated date specified in the invoice. The SRA may provide options for lump-sum payment or monthly instalments, as specified in the invoice or payment instructions.
- 7.5 Changes to Fee Structure:** The SRA reserves the right to adjust the fee structure or prices for the FMG Standard. In the event of any changes to the fee structure or prices, The SRA will provide advance notice to the User before their next renewal cycle for the Standard. Existing users will be invoiced at the adjusted prices at their next renewal cycle following the notice.
- 7.6 Non-Refundable:** The annual fee for the FMG Standard is non-refundable. In the event that the User fails to complete the FMG assessment within the two-year period following payment, no refund will be provided.

8. VALIDITY OF THE FMG ACCREDITATION

- 8.1 Valid accreditation:** the User's accreditation status is valid if these two conditions are met:
- 8.1.1** Annual fees are up to date.
 - 8.1.2** Users have completed an FMG assessment within the last two years.
- 8.2 Period of Validity:** The Food Made Good Standard is valid for a period of two years from the date of accreditation.

9. COMMUNICATION BETWEEN THE USER AND THE SRA

- 9.1 Timely and Clear Communication:** The SRA expects timely and clear communication from Users throughout the assessment process. Users are responsible for promptly responding to any communication from The SRA, including but not limited to emails and phone calls. The SRA also undertakes to communicate with Users in a timely and clear manner.
- 9.2 Communication Channels:** The primary communication channels between The SRA and Users will be email and phone. Users are responsible for providing accurate and up-to-date contact information to ensure effective communication.
- 9.3 User Responsibilities:** Users are responsible for ensuring that their communication contact details are up to date and that they actively check and respond to communication from The SRA. If a User is unable to move forward with the assessment or expects a delay in their progress, they should notify The SRA and provide an anticipated timeline for when they expect this to change.
- 9.4 Communication Attempts:** In the event that there is a lack of timely progress in completing the Assessment or The SRA requires additional information from the User, The SRA will make reasonable attempts to contact the User. This may include contacting the User a maximum of three times at key steps of the assessment process, either by email or phone. These key steps are:

- Payment of the invoice
- Starting the Food Made Good assessment
- Completing the Food Made Good assessment and submitting it for preliminary evaluation
- User response to The SRA evaluator's feedback about their submitted assessment

9.5 SRA Follow-Up: If, after the third attempt to contact the User or to make progress on a particular step of the assessment, The SRA does not receive a reply or register any additional progress, The SRA will cease further proactive attempts to follow up. The SRA will then re-engage with the User three months at the end of the two-year payment cycle to reassess the situation and explore possible ways to help the user move forward.

10. COMMUNICATION ABOUT THE FOOD MADE GOOD STANDARD BY THE USER

10.1 Communication Restrictions during Assessment: During the assessment period, the User may communicate that they are undergoing the FMG assessment process but must refrain from sharing information about their accreditation status or from sharing specific score details before they have received their final score and report.

10.2 User Communication about FMG after completing the FMG assessment: The User may communicate externally about their FMG Standard results, including their accreditation status and use of the Food Made Good logo, after they have completed the assessment and received their final score and report from The SRA. Once the User's Standard is valid and their fees are up to date, the User is permitted to use the following statements:

- "Food Made Good Accredited Business"
- "We are a [1, 2, or 3 as appropriate] star Food Made Good accredited business"
- "Awarded [1, 2, or 3 as appropriate] stars by The Sustainable Restaurant Association"

10.3 Prohibited Statements: No other statements about the User's Standard that are not listed in this Agreement may be used without written permission from The SRA. Prohibited statements include but are not limited to:

- "Certified as sustainable by The SRA"
- "Recommended by The SRA"
- "SRA approved"
- "SRA accredited"
- "SRA member"
- "FMG member"

11. USAGE OF THE FOOD MADE GOOD LOGO BY THE USER

11.1 Permission to Use: Upon completion of the FMG assessment and payment of the applicable fees, the User will be awarded a Food Made Good logo ("Logo") based on their final score. The logo will be either "Three Star," "Two Star," or "One Star," indicating the level of performance achieved by the User. The User is granted permission to use the logo that corresponds to their final score as provided by The SRA for promotional purposes, subject to compliance with the terms and conditions outlined in section 11 of this agreement.

- 11.2 Conditions of Use:** The user may use the FMG logo in accordance with the following conditions:
- 11.2.1 Valid Accreditation:** The User's accreditation status must be valid, meaning that annual fees are up to date and that the User has completed an FMG assessment in the last two years.
 - 11.2.2 Authorised Outlets:** The logo may only be used for the branded outlets of the accredited business and may not be used in conjunction with any subsidiaries or associated companies without prior written permission from The SRA.
 - 11.2.3 Proper Usage:** The User shall use the logo in a manner that accurately represents their accreditation status and in accordance with any guidelines or instructions provided by The SRA.
- 11.3 Approval for Alternative Use:** If the User wishes to use the logo in a manner that implies it is related to the whole organisation or in any other way not covered by this Agreement, please contact The SRA at hello@thesra.org to obtain written approval.
- 11.4 Termination of Logo Usage:** In the event that the User's annual fees are not paid, or their Accreditation with The SRA ends for any reason, permission to use the logo will be immediately revoked, and the User must cease all use of the logo in any form of promotion or communication.
- 11.5 Reporting Usage:** Accredited businesses are required to provide The SRA with any requested information regarding their use of the logo, including examples of promotional materials or platforms where the logo is displayed.

12. COMMUNICATION BY THE SRA ABOUT THE USER

- 12.1 Right to communicate about the User's Standard:** The SRA has the right to communicate about Users' FMG results and accreditation on The SRA website and social media platforms as well as in publications and press releases.
- 12.2 User provision of communications assets:** The User agrees to supply assets to support The SRA in these communications, such as logos, photos, video or other communication content.
- 12.3 Positive Representation:** The SRA will accurately represent User results and accreditation, highlighting achievements in a fair and positive manner. Any information shared will be based on the information provided by Users and verified through the assessment process.
- 12.4 User Consent:** The SRA will seek User consent before publicly communicating specific results and accreditation information. Consent may be obtained through the Platform or other designated methods, such as email. Users may choose to decline consent or specify the level of information they wish to be shared.
- 12.5 Anonymity and Aggregated Data:** The SRA may use aggregated, anonymized data for statistical analysis, research, and reporting purposes. Individual User results will not be identifiable in these cases. In such instances, The SRA will not seek User consent before using or communicating about this anonymised data. Users who prefer not to have their data included in such aggregated reports may opt out by contacting The SRA via hello@thesra.org and indicating their preference in writing.

- 12.6 Customized Communication:** Users who achieve accreditation may have the opportunity to customize their communication about the achievement. The SRA may provide guidelines or templates for Users to use in their promotional materials.
- 12.7 Review and Correction:** Users are encouraged to review any communication related to their results and accreditation. If there are inaccuracies or concerns, Users should promptly contact The SRA to rectify the situation.
- 12.8 Termination or Amendment:** The SRA reserves the right to terminate or amend the communication of User results and accreditation in cases of significant changes in policies, regulations, or circumstances.
- 12.9 Mutual Respect and Collaboration:** Both The SRA and Users are expected to collaborate in a respectful and professional manner to ensure accurate and appropriate communication of results and accreditation.

13. INTELLECTUAL PROPERTY

- 13.1 Ownership:** The Platform, including its software, design, and content, is owned or licensed by The SRA and is protected by intellectual property laws. You agree not to copy, modify, distribute, or create derivative works based on The Platform or any part thereof.
- 13.2 Trademarks:** All trademarks, logos, and service marks displayed on The Platform are the property of The SRA. You must not use any trademarks, logos, or service marks without prior written permission from The SRA.

14. DATA PROTECTION, PRIVACY, AND GDPR

- 14.1 Data Collection:** The SRA collects and processes personal data from Users in order to provide access to the Food Made Good Standard assessment on the Evaluation Platform. The types of personal data collected may include, but are not limited to, name, contact information, business details, and assessment responses.
- 14.2 Data Protection:** The SRA is committed to protecting the privacy and confidentiality of User data. All personal data collected and processed by The SRA is handled in accordance with applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR).
- 14.3 Data Use and Purpose:** The personal data collected by The SRA is used for the purpose of administering the FMG assessment, providing support, communicating with Users, and improving the Evaluation Platform. The SRA may also use aggregated and anonymised data for research, statistical analysis, and industry reporting purposes.
- 14.4 Data Sharing:** The SRA may share personal data with third-party service providers who assist in the operation and maintenance of the Evaluation Platform, such as hosting providers and payment processors. These service providers are contractually bound to only process personal data in accordance with The SRA's instructions and to implement appropriate security measures.

- 14.5 Data Retention:** The SRA retains personal data for as long as necessary to fulfil the purposes for which it was collected, including any legal or regulatory obligations. Upon the expiration of the two-year period following completion of the FMG assessment, The SRA may retain certain personal data to demonstrate compliance with industry standards or for historical and statistical purposes.
- 14.6 User Rights:** Users have the right to access, rectify, and erase their personal data held by The SRA, as well as the right to restrict or object to certain processing activities. Users may exercise these rights by contacting The SRA in writing using the contact details provided in these terms and conditions.
- 14.7 Security Measures:** The SRA implements appropriate technical and organizational measures to protect personal data against unauthorised access, alteration, disclosure, or destruction. If despite all our measures, the User becomes aware of any security issues, they must advise The SRA as soon as possible. The SRA will also promptly notify the User should any security issues occur within the Platform.
- 14.8 Privacy Policy:** The SRA's Privacy Policy, (available at <https://thesra.org/privacy-policy/>), provides further information on how personal data is processed, user rights, and contact details for data protection inquiries.

15. TERMINATION

- 15.1 Termination by the User:** The User may terminate this agreement by notifying The Sustainable Restaurant Association (The SRA) in writing. Such termination will be effective upon the expiration of the current term for which the user has paid the fee.
- 15.2 Termination by the SRA:** The SRA reserves the right to terminate this agreement and the user's access to the Food Made Good (FMG) assessment on the Evaluation Platform in the event of a breach of the terms and conditions outlined herein. The User will be notified of termination in writing.
- 15.3 Effect of Termination:** Upon termination of this agreement, the User's access to the FMG assessment and associated benefits will cease. The User will no longer be permitted to use the FMG logo or claim any affiliation with The SRA. Any outstanding fees or obligations owed to the SRA at the time of termination remain payable.

16. MISCELLANEOUS

- 16.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.
- 16.2 Entire Agreement:** This Agreement constitutes the entire understanding between the User and The SRA with respect to the use of The Platform, the FMG Assessment and the FMG Accreditation.
- 16.3 Amendments:** The SRA may update or modify this Agreement from time to time by posting the revised version on The Platform. Existing Users will be notified of these amendments via email.



The User's continued use of The Platform after any such changes shall constitute their consent to the updated Agreement.