



**SCHEME DESCRIPTION AND
MEMBERSHIP RULES
AIM TO SUSTAIN GAME
ASSURANCE
MEMBERS HANDBOOK**

 **Aim to Sustain
Game Assurance**

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INTRODUCTION

Aim to Sustain Game Assurance is a voluntary game assurance scheme. The schemes are open to members who operate low ground game shoots, upland grouse moors or rear game for release (game farms or shoots). Following an application for membership, the shoot, estate or game farm provide evidence during a visit to their site by the specialist assurance auditor to show they comply with the game assurance standards related to their scheme (low ground, upland or game rearing). The standards are varied, comprehensive, auditable, and focus on assessment of animal health and welfare, food quality, environmental enhancement and protection, staff training and health and safety. The standards are based on legislation, science and sector best practice and certified shoots, estates and game farms demonstrate a commitment to self-regulation at a high level.

The standards have been updated so they are easy to understand, logical and cover the things that good operations are already doing. The standards have been designed by panels of experts from across the game management and shooting sector and are regularly reviewed to ensure they are rigorous and keep pace with science and best practice developments. The standards are assessed through an independent audit by trained and experienced assessors from [Intertek SAI Global](#).

Intertek-SAI Global are a world-renowned, highly experienced, and accredited certification body who understand the game management and shooting sector. This gives confidence that the audit is robust, credible, independent and conducted to the highest standards in comparison with other assurance and accreditation schemes. It ensures gamebirds and the game meat from certified members have been produced to the highest standards, from breeding and rearing, through release, the shoot itself and the subsequent handling of the harvested wild food.

This handbook provides important information and guidance to ensure membership applications or renewals run smoothly, with the minimum of stress. The handbook covers guidance on the scheme, the standards the evidence required, how to prepare for the audit, the conduct of the visit by the assessor, post audit procedures and the scheme rules and Terms & Conditions.

Additionally, templates to assist with the gathering and recording of evidence to meet the standards are available from the Aim to Sustain website along with sort videos covering key aspects of being a scheme member. There is support available from the Aim to Sustain assurance advisor and staff from all the Aim to Sustain organisations¹ staff to help members with any questions or issues they have. Contact details can be found at the end of this handbook and on the Aim to Sustain website.

¹ British Association for Shooting and Conservation, Countryside Alliance, Country Land and Business Association, Eat Wild, Game Farmers Association, The Moorland Association, National Gamekeepers Organisation, Scottish Land and Estates. Game and Wildlife Conservation Trust (Scientific Advisor).

HOW THE GAME ASSURANCE SCHEME WORKS

Deciding to Join

A low ground shoot who decides to join the Aim to Sustain Game Assurance Scheme as a Member undertakes to follow the Scheme rules, maintain the Scheme standards as they operate their shoot and allow the Scheme's independent assessors (Intertek SAI Global) to visit the site(s) and review and discuss the evidence that confirms compliance with the Scheme standards. The assessment is robust, credible and independent and designed to demonstrate the high standards and best practice operating on your shoot. It also helps you to identify if there are areas where you can improve practices to comply with the sector best practice or legislation.

Application Process

The application process is managed by Intertek SAI Global on behalf of Aim to Sustain. A shoot will complete an application form and Intertek SAI Global will contact the applicant to process the membership fee and arrange the initial assessment. This assessment is usually within 8 weeks of a membership application being completed and is at a time convenient to the shoot and Intertek SAI Global and will ensure the shoot has time to prepare and the assessor is able to collect the necessary evidence during the site visit.

Scheme Membership runs for 12 months from the point that the membership fee is processed. Intertek SAI Global will remind Members of the approaching renewal date approximately 8 weeks in advance each year. For shoots, the assessment cycle runs over an 18 month cycle to ensure a broad view of the shoot can be built up over the life of the membership.

Applicants (and Members) will prepare for the assessment and ensure they have the necessary evidence in place. They will be supported in this preparation by Aim to Sustain and its nine associated organisations with guidance and advice. Most of this can be accessed through the Aim to Sustain and partner's websites.

Who is Involved with the Assessment

The assessment process will involve the keeper, manager or owner and the person who maintains and keeps the records. This could be one person or a combination of all depending on the shoot or game farm. The assessment will look at all aspects of the day-to-day operations against the published standards and cover physical evidence (paperwork and looking at equipment or facilities) and conversations about how the shoot or game farm runs and manages particular scenarios.

The key to any assessment is good record keeping, so whether these are maintained and held by the keeper or the estate/ farm office, ensuring the required records are up to date, clear and accessible on the day will ensure things run smoothly. Good record keeping is good practice and, in some cases, a legal requirement.

Before the Assessment

- The assessor will contact you to arrange a date and time suitable to both.
- You will be sent a pre-assessment checklist to ensure you know what you need for the audit in good time.
- It is important that the person(s) who the assessor is meeting have read the standards before the assessment and understood the evidence that will be required on the day.
- Seek support and guidance from Aim to Sustain to help prepare: the Scheme Handbook provides explanations about each set of evidence or records required, there is on-line guidance and information about common issues and areas where shoots might want to focus evidence preparation.

- Ensures all the documents that will be required at the assessment are available beforehand. The Aim to Sustain Record Book will assist with this.

The Assessment

- It is important to understand, the credibility of the Scheme relies on the assessor confirming there is evidence to meet the Scheme Standards. As an independent assessor, they are not able to provide advice to the shoot during the site visit. However, advice can be sought from Aim to Sustain and the organisations beforehand and after the assessment visit.
- After the introductions, the assessor will describe the format of the assessment process and what happens after the assessment.
- Depending on the nature of the shoot or game farm, the assessment should take around 2-4 hours.
- The next stage is for the person(s) representing the shoot to explain how the shoot works. Using the shoot map, showing the area the shoot covers (this can be from Google), the assessor will arrive with little knowledge as to how your specific shoot operates, but will have good understanding of the way shoots work in general having assessed many of them in the course of their work.
- The assessor will then discuss the facilities they would like to see – for example, if applicable, the rearing facilities, release pens, understand how some of the drives work, game handling facilities, larder and chiller, feed stores and medicine store.
- It will then be time to review the documents and records that are relevant to the shoot.
- If the assessor believes there are any areas where the shoot does not comply with the Scheme Standards, they will discuss it so there is the opportunity to better understand the issues.
- While an assessor cannot give direct advice, they can guidance a shoot to where they can find additional information – for example, links to a specific website. Advice and support are also available form Aim to Sustain and the organisations.
- At the end of the assessment, the assessor will sum up their findings and you will be left with a written record (the Visit Record), which you will be asked to sign. This includes any non-compliances that have been found and the evidence needed to achieve the standard concerned. The assessor will ensure you understand the details in the report and any actions the shoot needs to take.
- If there are significant or major areas of non-compliance, the Shoot's certification may be suspended until they are resolved.

After the Assessment

- The assessor will complete a report, which will record any non-compliances found and the type of evidence required to demonstrate compliance. This will go through Intertek SAI Global internal validation and checking.
- If there are no areas requiring additional evidence, following Intertek SAI Global internal validation, your Shoot's Certified Membership will be confirmed and your certificate issued.
- If there are areas requiring your attention, you will have 28 days to submit the necessary evidence to Intertek SAI Global. Once this is received, Intertek SAI Global will confirm all is in

order and issue your Scheme Certificate. Depending on the type of evidence required for any non-compliant area, your Shoot may be subject to a re-audit to confirm that those improvements have been completed satisfactorily.

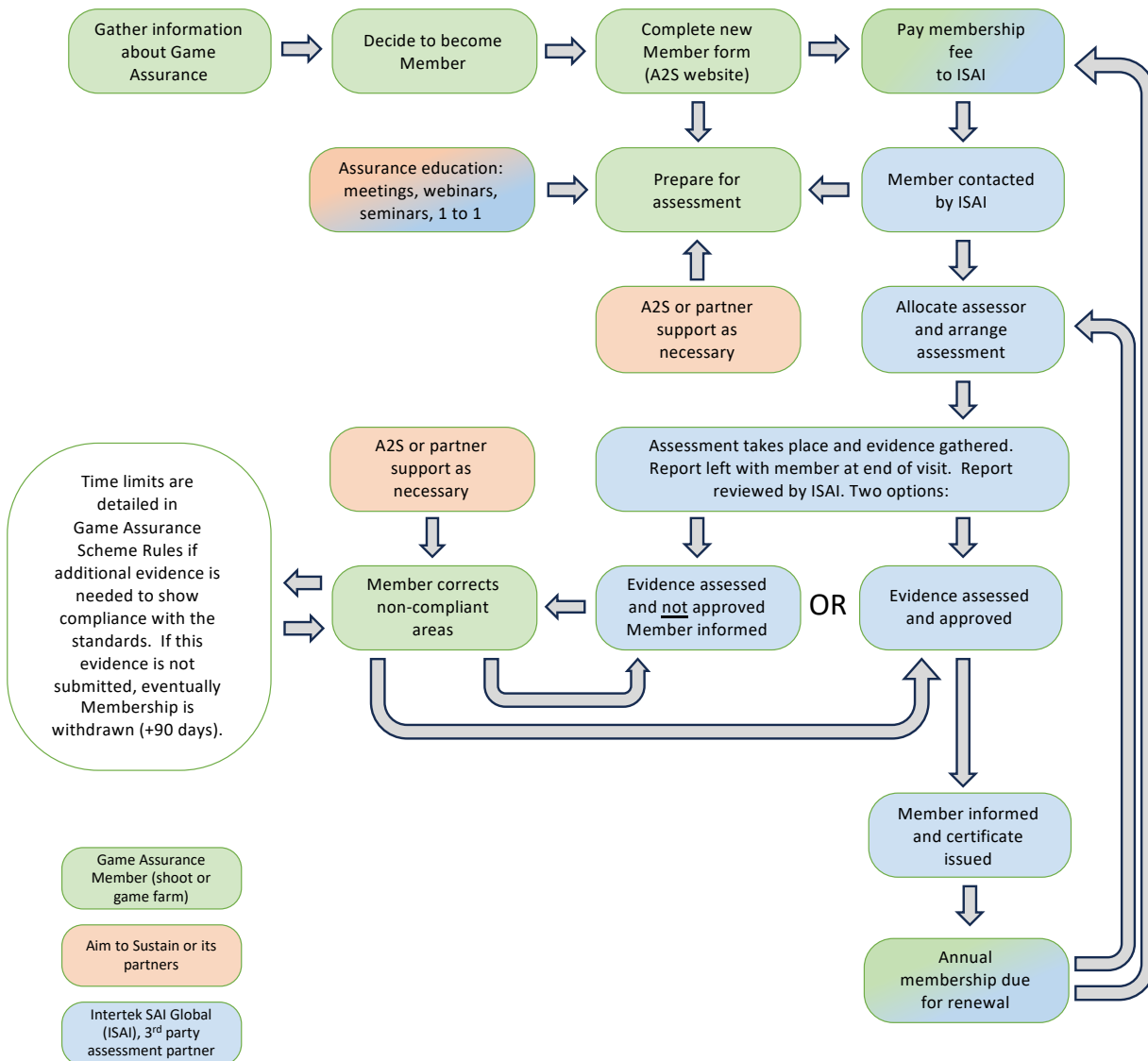
- If you are unable to submit the necessary evidence by the 28-day point, your Shoot's certified Member status will be suspended until the evidence is received. Where your Shoot has been suspended and failed to complete the required actions within 90 days, unless otherwise agreed, your Shoot's Membership will be withdrawn. If your Shoot wishes to re-join after this point, you will need to re-register and pay for a new audit and successfully comply with scheme requirements prior to regaining certification.
- Once all the evidence requested has been submitted and approved, you will then receive a certificate from Intertek SAI Global confirming your Certified Member status of the Scheme.
- Guidance can be sought from Aim to Sustain and the organisations and if there are difficulties, you are encouraged to discuss them early with Aim to Sustain and Intertek SAI Global so they can be resolved quickly.

Certified Membership and Renewal

- Once you have your certificate, you can promote your status as a certified member of the Game Assurance Scheme – which is the reason you joined in the first place.
- As your renewal date approaches (around 8 weeks beforehand), Intertek SAI Global will contact you to renew your membership and confirm when they need to arrange your next routine assessment to maintain your certified status.

If you have any queries or further questions, please do not hesitate to contact Aim to Sustain. Contact details can be found at the end of this manual.

Game Assurance Membership Flow



Aim to Sustain Game Assurance Scheme - Membership Rules

Background information

The Scheme is owned by Aim to Sustain; a strategic partnership of organisations sharing an interest in protecting, preserving, and promoting a sustainable game management and game shooting sector. These rules set out the conditions for participating in the Aim to Sustain Game Assurance Scheme and must be complied with to gain and retain certified membership of the scheme. Participation is voluntary and open to any low ground or upland shoot and any shoot or game farm rearing game birds for release. It is open to operations of any size who demonstrate compliance with the Scheme Standards. Verification of compliance is undertaken by a third-party assurance auditing specialist, Intertek SAI Global.

Terminology

- **Applicant:** *the shoot/ game farm/ business applying to join the scheme.*
- **Member:** *the shoot/ game farm/ business that has joined the scheme.*
- **Certified Member:** *A member who has shown compliance with the Scheme standards.*
- **Site:** *the location of the shoot/ game farm.*
- **The Scheme:** *Aim to Sustain Game Assurance Scheme.*
- **Rules:** *the rules governing how the scheme operates and the requirements for being a Scheme Member.*
- **Standards:** *The Scheme requirements that applicants and Certified Scheme Members must comply with and maintain.*
- **Certified:** *achieved full compliance with the Standards following the assessment and approval process.*
- **Approval Process:** *the process following application to the scheme until a decision has been made to approve or not to approve.*
- **Scheme Rules:** *The rules that must be followed to achieve and maintain certified status.*
- **Assessment:** *an independent inspection that takes place to check compliance with the scheme Standards.*
- **Non-compliance:** *the requirements of the Scheme Standards are not met in part or in full (agreed with certification body).*
 - **Minor Non-compliance:** *attempt made to comply with the requirements of a standard clause, but not fully achieved.*
 - **Major Non-compliance:** *No attempt made to comply with a standard and/or total disregard for the standard / refusal to comply with standard.*
- **Assessment Type:**
 - **Full:** *assessment visit which has been booked in advance with the shoot/ game farm / business and where all the Scheme Standards are assessed. This is included within the Applicant/ Member membership fee.*
 - **Initial:** *the first full assessment after application which has been booked in advance (which will be a full assessment). This is included within the Applicant/ Member membership fee.*
 - **Routine:** *A full assessment which has been booked in advance and forms part of the ongoing routine surveillance of the Scheme Standards. This is included within the Applicant/ Member membership fee.*
 - **Re-visit:** *Subsequent assessment visit is necessary to check the corrective action for non-compliances raised at the assessment. It will be booked in advance and may attract additional charges for the Applicant/ Member.*
 - **Spot check:** *An announced or unannounced assessment to check against some or all the Scheme Standards where concerns have been identified, or a complaint made that requires investigation. This may attract additional charges for the Applicant/ Member.*

Scheme Rules-General

1. Failure to comply with these Rules can lead to suspension of scheme membership or result in scheme membership withdrawal/termination.
2. To be a Certified Member of the Scheme all relevant Standards must always be complied with in full.
3. All legislation relevant to the scope of the Scheme must be complied with in full. Where reference has been made to legislation in Scheme Standards, Certified Member status does not imply that all aspects of referenced legislation is always met.
4. The Scheme Standards will be reviewed on a regular basis and may be updated consequently. Notice will be given of any changes. When the updated Standards come into effect, they must be complied with immediately.
5. A new Member is unable to claim Certified Member status before an assessment has taken place, satisfactory corrective action submitted, and confirmation of certified status issued (certificate). Prior to this they will be a registered member of the Scheme but not a certified member.

Application for Scheme membership

6. The Scheme Membership is open to any Applicant that has a Shoot and/or Game Farm in the UK.
7. If an Applicant has more than one Shoot related to their organisation/ business, all Shoots must be included in the application for membership by that organisation/ business.
8. If an Applicant has more than one Game Farm related to their organisation/ business, all Game Farms must be included in the application for membership by that organisation/ business.
9. Shoots that fulfil the game rearing criteria will be required to make a separate application for the rearing operation to be a certified game rearing member and meet the game rearing standards.
10. At the point of application, the Applicant agrees to abide by the Scheme Standards and the Scheme Rules.
11. To apply for Scheme(s) membership Intertek SAI Global must be contacted and the scheme membership fee paid.
12. There must be a person responsible for maintaining the Scheme Standards and bird welfare, available at all times for all the locations in the application.
13. Any current, past or pending prosecutions relevant to the scope of the Scheme(s) must be declared at the point of application and again at the assessment. Failure to declare may result in rejection of the application.
14. If any relevant prosecutions arise during the membership of the Scheme, Aim to Sustain and Intertek SAI Global must be informed.
15. False or misleading statements made during the application, assessment or certification process may result in suspension or withdrawal from the Scheme.
16. Aim to Sustain reserve the right to refuse an Applicant a Scheme membership.

Assessment and Certification

17. Assessors will make contact three times (which may include emails and phone calls), and if unable to book an appointment on the third attempt, will inform Intertek SAI Global and Aim to Sustain and the Membership status will be suspended. If Member has not booked an appointment within 28 days of suspension, and/or the assessment has not been completed with a period of 3 months due to the Applicant/ Member not engaging with the assessor, and then membership will be withdrawn.

18. A full assessment must take place, any non-compliances identified must be corrected and adequate evidence submitted to Intertek SAI Global before Certified Member status is achieved. Intertek SAI Global will confirm the status of Applicants/ Members with Aim to Sustain.
19. Any areas of non-compliance requiring rectification will have a 28-day rectification period to allow for remedial work or evidence gathering. A re-visit may be required by Intertek SAI Global to assess the new evidence
20. Extensions to the rectification period if requested from Intertek SAI Global, may be granted where major works are required; or when information to complete the non-compliance is reliant on actions outside the direct control of the Scheme Applicant/ Member. This must be requested within 28 days from the assessment.
21. If the Applicant/ Member is unable to submit satisfactory evidence of corrective action within the 28-day timescale allowed by the Scheme, this will result in suspension from the Scheme. The suspension will be in place for a maximum of 90 days, after which membership will be withdrawn unless satisfactory evidence of corrective action has been received by Intertek SAI Global.
22. At the assessment, the assessor must be able to access all the facilities and information relevant to the Scheme Standards and the application. This will include for example, all facilities related to laying, hatching and rearing, release pens, feed stores, chillers, medicine and other traceability records.
23. The assessors have the right to stop the assessment if:
 - a. a third party that may influence the outcome, is present at the assessment.
 - b. the assessor has been exposed to threatening or abusive behaviour at the assessment visit, or they are concerned for their safety.
 - c. the assessment cannot be completed in full due to reasons within the control of the Applicant/Member.
 - d. A significant non-compliance has been identified, or a significant and immediate risk to animal welfare, food safety or the environment is found.

Assessments, re-visits and spot checks

24. To maintain Certified Membership, the interval between assessments must be no greater than 18 months for the Shoots Scheme and annually for the Game Farm Scheme (during the rearing season), and depending on circumstances, may be more frequent.
25. A re-visit may be required following corrective action by the Member to verify evidence that was not available at the time of the routine assessment. It will be booked in advance and may attract additional charges for the Applicant/ Member
26. Aim to Sustain retain the right to ask Intertek SAI Global to undertake a spot check at short notice or unannounced if there are concerns that Scheme standards may not be maintained at a site. This may be to inform a complaint investigation. Failure to permit access to facilities for a re-visit or spot check may result in suspension from the Scheme. If a Member requires an up-to-date assessment, outside the cycle of routine assessment, they may request a spot check at any time and they may be required to cover the cost of this assessment visit.
27. The assessor may be accompanied by an observer. The observer may be an assessor under training; an Aim to Sustain team member; or an assessor monitoring the quality of the Intertek SAI Global assessment. Any observer will have signed a confidentiality and conflict of interest agreement in advance.

Assessment cancellation fee

28. Intertek SAI Global will charge a cancellation fee when an Applicant or Member cancels the assessment within 5 calendar days of the booked appointment. If the Applicant or Member has cancelled due to circumstances outside their control, the cancellation fee may be waived.

Scheme membership renewals

29. To retain continuous Certified Membership of the Scheme, the membership fee must be paid annually by the renewal date. Renewal notices will be sent to all Certified Members by Intertek SAI Global 8 weeks in advance of the renewal date. There will be a 28-day membership fee payment grace period after the renewal date, before a member is withdrawn from the Scheme. The membership renewal date will continue to be the initial date of renewal irrespective of the date of payment within the grace period.

30. If a member fails to pay the renewal membership fee by the grace period date (unless agreed), they will be withdrawn from the Scheme.

Suspension or Withdrawal of Certified Membership

31. Aim to Sustain may suspended or withdraw Membership or Certified Membership under certain circumstances. These include, but are not limited to:

- a. Scheme membership fees have not been received by the required date (see rule 23).
- b. Gross failure to comply with the Scheme Standards or Scheme Rules, such as a significant non-compliance, or multiple other non-compliances. This may be identified at an assessment or subsequently, if new evidence is found.
- c. There is a significant and immediate risk to animal welfare, food safety or the environment.
- d. There is threatening or aggressive behaviour towards the assessor when booking or conducting the assessment.
- e. The Applicant/Member makes no response to three contact attempts from the assessor, there is unreasonable delay or prevarication of booking the assessment by the Member, or the Applicant/Member refuses to be assessed.
- f. The assessment cannot be completed in full due to reasons within the control of the Applicant/Member.
- g. Following an assessment that identifies gaps or inadequate evidence to meet a standard(s), the necessary evidence is not provided to Intertek SAI Global by the end of the 28 days rectification period.
- h. If, following a third-party complaint, a full investigation reaches findings that confirm an Applicant/Member has not complied with the scheme rules and/or standards.
- i. Failure to declare a prosecution or conviction relevant to the operation of a shoot or game rearing operation or that relates to the Scheme Standards or animal welfare.
- j. There is evidence of gross negligence or fraud by the shoot, game rearing operation, business, or business owner.
- k. Behaviour which brings the Game Assurance Scheme into disrepute.

32. Where the Scheme Membership has been suspended, failure to undertake the required actions within the permitted timescale of 90 days (unless otherwise agreed) will result in withdrawal of Scheme Membership.

33. Where Scheme Membership has been withdrawn, there will need to be a new application. Aim to Sustain and Intertek SAI Global reserve the right to refuse an application or implement conditions at the cost of the applicant before re-entry to the Scheme. Any costs to re-join the Scheme will be borne by the Applicant.

34. When Certification has been suspended or withdrawn:

- a. Intertek SAI Global. will inform Aim to Sustain.
- b. Aim to Sustain / Intertek SAI Global reserve the right to request the return of the certificate.

- c. The Member does not have certified status, may not use the Certified status Mark, or make claims about membership of the Scheme.
- d. Should game dealers/ processors enquire about a participants' certified status, Aim to Sustain / Intertek SAI Global will confirm the status as certified or not certified. There will be no disclosure of further information.

Assessment biosecurity

- 35. Assessors will operate at the Intertek SAI Global biosecurity protocol, and within reason will adopt specific protocols for the site being visited.
- 36. Applicants/ Members must inform assessors of any disease outbreaks when booking the appointment and any change before the assessor arrive at the site. Failure to do so could compromise other flocks and is taken very seriously and may result in membership being withdrawn.
- 37. In the event of a serious disease risk to the national flock Aim to Sustain / Intertek SAI Global will review how assessment visits are conducted and decisions will be in line with DEFRA and APHA guidance or controls. Visits may be suspended in 'hot spots', or nationally. There may be a requirement for the Applicant/Member to undertake and submit a desk top self-audit to Intertek SAI Global long with any requested documentary information should assessments be suspended.

Material changes to Members' Operations

- 38. Aim to Sustain and/or Intertek SAI Global must be informed of any material changes to the shoot, game farm, business or Scheme related activities that have an impact on their Scheme Membership. For example, change in management control, business name, points of contact, or Shoots/Game Farms relinquished or acquired.
- 39. If the Member's business is declared insolvent, bankrupt, goes into administration or a receiver is appointed, Aim to Sustain and Intertek SAI Global must be informed immediately and supplied with the relevant details of the contact.

Confidentiality and the EU General Data Protection Regulation (GDPR)

- 40. All information gathered as part of the application, assessment and approval process will be treated in the strictest confidence and managed in line with GDPR requirements by Aim to Sustain and Intertek SAI Global. Information will not be shared with external parties unless:
 - a. Legally obliged to do so.
 - b. There is a legitimate business reason to share membership status, last assessment date and approval expiry date.
- 41. Aim to Sustain and Intertek SAI Global may use anonymised or aggregated Scheme information and publish statistical data about the scheme membership. This information and data will not allow individual Members to be identified.
- 42. In exceptional circumstances where the assessor discovers evidence that animal welfare, food or environmental safety is at immediate and significant risk, Aim to Sustain and Intertek SAI Global will be informed and in turn may notify the competent authorities.

The Aim to Sustain Game Assurance Logo and Kitemark

- 43. Aim to Sustain Game Assurance Certified Members (have had their routine assessment with no non-compliance issues un-resolved and whose membership fees are paid in full) may have full use of the Scheme 'Assured Game' Logo (below).



44. Any abuse or misuse of the Scheme logos, including false claims of Membership, may result in proportionate action being taken by Aim to Sustain to stop its use.

Game Assurance Scheme Member Complaints and Appeal Process

45. A complaint may be lodged with Intertek SAI Global, if the Applicant/Member is not satisfied by the assessment and/or certification process. All complaints will be thoroughly and fairly investigated in accordance with the Intertek SAI Global complaints procedure and a response provided.

46. If the Applicant/Member would like to appeal an assessment decision this must be done in writing and lodged with Intertek SAI Global within 14 days of the decision. An initial independent review of the decision will be undertaken within 5 days and the outcome of any investigation, which will be notified to the Applicant/Member.

47. Aim to Sustain will be informed by Intertek SAI Global of all complaints, investigations, decisions, appeals and reviews.

48. Other complaints about the Scheme, not related to Intertek SAI Global, are to be lodged with Aim to Sustain. All complaints will be thoroughly and fairly investigated, and a response provided. Any Applicant/Member would like to appeal the outcome of any investigation, must do so in writing to the Chair of Aim to Sustain within 14 days of the decision. The Chair will review the decision and the outcome of any investigation, which will be notified to the Applicant/Member.

Complaints Against Scheme Members and Disciplinary Procedure

Complaints

49. An allegation of breach of the Standards may be raised and disciplinary proceedings maybe instituted, against any Member Shoot/ Game Farm and/or any of its owners, officers, or employees. Aim to Sustain will manage breaches of the Game Assurance Scheme rules and standards by Applicants and Members to maintain the integrity, credibility, and value of certified assurance to all Members. The Complaints Procedure as set out below will be employed in any case where a complaint is raised to Aim to Sustain or Intertek SAI Global:

- a. In respect of any matter arising out of any activity connected with game shooting (including any activity of the employees of the Member Shoot or Game Farm) or any other participant in such activity (including guns, beaters and pickers up) that causes or is alleged to have caused a breach of the Aim to Sustain Game Assurance Scheme Standards (“the Complaint”);
 - i. Is by any individual or any public or private body (“the Complainant”);
 - ii. Against any Member Shoot or Game Farm and/or, all or any of the owner(s) or, officers or, employee(s) of a Member Shoot or Game Farm (“the Owners, Officers or Employees”);
 - iii. Is made within 28 days of the events giving rise to the Complaint.
 - iv. The procedure set out below will not apply to any Complaint raised more than 28 days after the events giving rise to the Complaint if it came to the notice of, or should reasonably have come to the notice of, the Complainant in that time. However, the Aim to Sustain shall exercise their discretion to extend the said time limit in any case where there is:

- (1) reasonable doubt as to whether or when the events in question came to the notice of the Complainant within the 28-day timeframe or
- (2) the Complainant has a reasonable explanation for the delay or
- (3) the strict imposition of the 28-day time limit would be likely to cause injustice to the Complainant.

50. If the Complaint is the subject of legal proceedings or an insurance claim, Aim to Sustain will be guided by the relevant authorities as to any action that can be taken. If the Complaint is not the subject of legal proceedings or an insurance claim, and it is made by the Complainant in accordance with the details above, then:

- a. Aim to Sustain must contact the Complainant as soon as practicable and in any event within 48 hours, to inform them that the Complaint has been received and is being dealt with by Aim to Sustain.
- b. Aim to Sustain must discuss the Complaint with the Complainant and attempt to deal with the Complaint by means of conciliation. If because of conciliation, the Complainant decides not to pursue the Complaint further the Complaint shall be closed.

51. If after the attempt at conciliation Aim to Sustain considers that the Complaint may disclose a sufficiently serious breach of the Aim to Sustain Game Assurance Scheme Standards [“the Standards”] to warrant investigation and potential disciplinary proceedings, then the matter shall proceed against the Member Shoot/ Game Farm in accordance with the investigation and disciplinary procedures set out in below.

Investigation

52. An investigation will occur where:

- a. A Complaint is made by a Complainant against a Member Shoot/Game Farm and/or any of its owners, officers or employees that raises or includes or amounts to an allegation of a sufficiently serious breach of the Aim to Sustain Game Assurance Scheme Standards [“the Standards”] to warrant disciplinary proceedings if proven.
- b. Any allegation, indication or evidence of a sufficiently serious breach of the Standards by a Member Shoot and/or any of its owners, officers, or employees to warrant disciplinary proceedings is brought to the attention of Aim to Sustain during an assessment by Intertek SAI Global of an Applicant or Member Shoot/ Game Farm.

Initial Enquiries and Report.

53. The relevant Member Shoot and/or any of its owners, officers, or employees against whom an allegation is raised and proceedings are instituted is hereafter referred to as “the Respondent”. On receiving notice of any sufficiently serious breach of the Standards to warrant disciplinary proceedings, Aim to Sustain with support from Intertek SAI Global, will:

- a. As soon as practicable (and within 72 hours of such notice) notify the Shoot/Game Farm (the “Respondent”) in writing, giving whatever detail is available of the nature and apparent extent of the alleged breach.
- b. Intertek SAI Global shall immediately carry out an enquiry into the facts and circumstances of the alleged breach including, in a manner it considers appropriate and proportionate to the nature and gravity of the allegation. They will:
 - i. Request copies of relevant records from the Member;
 - ii. Interview the owners, officers or employees of the Member;

- iii. Identify and interview any material witnesses (including the Complainant) and obtain written statements or reports from any witnesses;
 - iv. Gather or inspect any material physical or documentary evidence;
 - v. Any further proportionate steps to determine any facts.
- c. At the conclusion of the investigation Aim to Sustain shall prepare a written report (supported by Intertek SAI Global). It shall:
- i. fairly and neutrally summarise the allegation;
 - ii. identify the Respondent(s);
 - iii. specify the Standards alleged to have been infringed;
 - iv. set out the steps taken, and the results of the investigation;
 - v. conclude as to the merits, gravity and ability to prove the allegation and if disciplinary proceedings are recommended;
 - vi. if disciplinary proceedings are recommended, propose an appropriate and proportionate method of dealing with the allegation under the disciplinary procedures.

Disciplinary Procedures

54. The Aim to Sustain will manage breaches of the Game Assurance Scheme rules and standards, which may lead to action taken against a Scheme Member as regards their membership, or the refusal to accept an Applicant into the Scheme.
55. The procedures set out below will not apply to any allegation of breach raised more than three calendar months after the events giving rise to the allegation came to the notice of the person or body making or investigating the allegation.
56. At the conclusion of any investigation, Aim to Sustain will decide how the allegation and associated Complaint, will be dealt with according to any arguable merit and the severity of any infringement. Disciplinary proceedings will follow one of four options, where the findings of the investigation will be confirmed or dismissed:
- a. **Allegation of Minor or Trivial Nature.** If the allegation, the associated Complaint, and conclusion of any investigation shows it has no merit or is of such a minor or trivial nature as to render further action disproportionate, it should be dismissed. Aim to Sustain shall submit the report to the Aim to Sustain Chairman and unless the Chairman responds within 14 days stating that they consider the allegation should be managed by a Disciplinary Panel or Disciplinary Tribunal, Aim to Sustain shall write to the Respondent and if appropriate, the Complainant dismissing the matter, setting out the reasons for dismissal and confirming that the Chairman has seen and approved the reasons. Such dismissal is final.
 - b. **Level 1 – Aim to Sustain.** If the allegation has arguable merit and if proved is of a sufficiently serious nature that it, together with any associated Complaint, should be dealt with by Aim to Sustain, the penalties that Aim to Sustain is empowered to impose summarily are as follows. One or more of the following must be imposed:
 - i. **Level 1 – Penalties within the Jurisdiction of Aim to Sustain**
 - (1) To dismiss the allegation (if not proved);
 - (2) That the breach of the specified Standards be recorded in the minutes of Aim to Sustain but that no further action shall be taken;

(3) That the Respondent be reprimanded, or severely reprimanded and such reprimand be published in the Aim to Sustain Game Assurance newsletter or otherwise publicised in a similar manner.

(4) If Aim to Sustain decides that none of the above powers are sufficient in the light of the gravity of the breach as they have found it to be, the Aim to Sustain Chairman shall appoint a Disciplinary Panel to consider the allegation with powers to impose all or any of the penalties set out below.

ii. **Right of Appeal.** The Respondent shall have the right to appeal to Aim to Sustain against the finding of breach or against any penalty ordered. Any appeal must be in writing to the Chair of Aim to Sustain within 14 days of being informed of the disciplinary decision. Such appeal shall be heard by a Disciplinary Panel appointed by the Aim to Sustain Chairman in accordance with the provisions below and shall be by way of review or re-hearing in a manner directed by the Aim to Sustain Chairman. The Panel may:

- (1) To dismiss the allegation (if not proved);
- (2) To uphold the allegation in whole or in part;
- (3) To reduce the penalty ordered by Aim to Sustain;
- (4) To impose additional or alternative penalties including all or any of the penalties set out below (Level 2).

c. **Level 2 – Disciplinary Panel.** In any case where Aim to Sustain or the Aim to Sustain Chair has agreed or directed that the allegation and any associated Complaint must be dealt with by way of hearing before a Disciplinary Panel, a Panel will be appointed. The Aim to Sustain Chairman will appoint a Chair of the Panel from the Aim to Sustain Board and two other members of the Aim to Sustain Board or Executive Committee to adjudicate upon the allegation. The penalties that the Disciplinary Panel is empowered to impose are as below. One or more of the following must be imposed:

i. **Level 2 – Penalties within the Jurisdiction of the Aim to Sustain Disciplinary Panel**

- (1) To dismiss the allegation (if not proved);
- (2) That the breach of the specified Standards be recorded in the minutes of Aim to Sustain but that no further action shall be taken;
- (3) That the Respondent be reprimanded, or severely reprimanded and such reprimand be published in the Aim to Sustain Game Assurance newsletter or otherwise publicised in a similar manner;
- (4) That the Respondent be suspended from membership of the Aim to Sustain Game Assurance Scheme and barred from participation in any of their activities for a period to be fixed by the Disciplinary Panel, or until such time as the Respondent can demonstrate that the Member Shoot / Game Farm is fully compliant with the Scheme Standards;
- (5) If the Disciplinary Panel decides that none of the above powers are sufficient in the light of the gravity of the breach as they have found it to be, the Panel will remit the case to the Aim to Sustain Chairman who shall appoint a Disciplinary Tribunal with powers to impose all or any of the penalties set out below.

ii. **Right of Appeal.** The Respondent shall have the right to appeal to Aim to Sustain against the Disciplinary Panel's finding of breach or against any penalty ordered. Any appeal must be in writing to the Chair of Aim to Sustain within 14 days of being informed of the disciplinary decision. Such appeal shall be

heard by a Disciplinary Tribunal appointed by the Aim to Sustain Chairman in accordance with the provisions below and shall be by way of review or re-hearing in a manner directed by the Aim to Sustain Chairman.

- (1) To dismiss the allegation (if not proved);
- (2) To uphold the allegation in whole or in part;
- (3) To reduce the penalty ordered by the Disciplinary Panel;
- (4) To impose additional or alternative penalties including all or any of the penalties set out below (Level 3).

d. **Level 3 – Disciplinary Tribunal.** In any case where Aim to Sustain or the Aim to Sustain Chair has agreed or directed that the allegation and any associated Complaint must be dealt with by way of hearing before a Disciplinary Tribunal, a Tribunal will be appointed. The Aim to Sustain Chairman will appoint a Tribunal consisting of the Aim to Sustain Chair, or a commissioner appointed by them to act as Chair of the Tribunal and two other commissioners to adjudicate upon the allegation. The penalties that the Disciplinary Panel is empowered to impose are as follows, and one or more of the following must be imposed:

i. **Level 3 – Penalties within the Jurisdiction of the Aim to Sustain Disciplinary Tribunal.**

- (1) To dismiss the allegation (if not proved);
- (2) That the breach of the specified Standards be recorded in the minutes of Aim to Sustain but that no further action shall be taken;
- (3) That the Respondent be reprimanded, or severely reprimanded and such reprimand be published in the Aim to Sustain Game Assurance newsletter or otherwise publicised in a similar manner;
- (4) That the Respondent be suspended from membership of the Aim to Sustain Game Assurance Scheme and barred from participation in any of their activities for a period to be fixed by the Disciplinary Tribunal, or until such time as the Respondent can demonstrate that the Member Shoot / Game Farm is fully compliant with the Scheme Standards;
- (5) That the Respondent's Membership be terminated and permanently barred from Membership of the Aim to Sustain Game Assurance Scheme and permanently barred from participation in any of its activities.

e. The decision of the Aim to Sustain Disciplinary Tribunal is final and there is no right to further appeal by the Respondent.

Disclaimer

57. Nothing in these Rules shall limit or exclude the liability of Aim to Sustain, or Intertek SAI Global and any of their respective officers, employees, agents, or subcontractors for (a) death or personal injury caused by the negligence of any such person; or (b) fraud or fraudulent misrepresentation.

58. Aim to Sustain, or Intertek SAI Global shall not be responsible under any circumstances for any financial losses or business interruption indirect or consequentially, whether in contract, tort or breach of statutory duty.

59. Aim to Sustain, or Intertek SAI Global shall, at their discretion, be entitled to alter the Standards, Scheme Rules and Operating Protocols where they consider the changes to be necessary.

60. The Scheme Rules and Standards represent the entire understanding between Aim to Sustain and the Member and in applying for the Scheme and paying Membership fees, the Member acknowledges this requirement.