

HMC's Certification & Terms of Use

HALAL MONITORING COMMITTEE - HMC (UK): NON-EXCLUSIVE CERTIFICATION MARK LICENCE AGREEMENT

THIS LICENCE AGREEMENT is date of submission of the online application form

BETWEEN:

1. Halal Monitoring Committee - HMC
(UK) Company Registration No. 7914375
Leicester Business Centre
111 Ross
Walk Leicester
LE4 5HH

Hereinafter referred to as “the HMC”; and

2. The Company/Outlet: As Specified with the application form

WHEREAS:

- A) The HMC is a quality control service for Certifiable Goods and is the owner of the Certification Mark Halal Monitoring Committee - HMC (UK) with registration number 2344757 (the “Certification Mark”). The Certification Mark is listed in Schedule 1 to this Agreement.
- B) The Licensee carries on the business of a Restaurant/Takeaway/Butcher/Caterer/ and wishes to use the Certification Mark in the Territory as stated in clause 3 below in relation the it's certifiable goods.
- C) HMC has agreed to grant the Licensee a licence to use the Certification Mark in relation to its Certifiable Goods on the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS

In this Agreement the words Authorised User, Certifiable Goods, Certificates, Certification Mark, Halal, Licensee, Outlet, Shariah and the HMC Standard have the same meaning as set out in the Regulations at Schedule 3 to this Agreement (the “Regulations”).

2 PURPOSE

- 2.1 2.1 The HMC grants and the Licensee accepts a non-exclusive licence to use the Certification Mark in the Territory as stated in clause 3 below.
- 2.2 This non-exclusive licence is granted without any other guarantee other than that of the material on which the Certification Mark exists.
- 2.3 The HMC and the Licensee agree to the procedures, standards, terms and conditions set out in the Regulations and undertake to adhere to (where applicable) their respective obligations in the said Regulations. The HMC and the Licensee are also granted the benefits set out in the Regulations.

- 2.4. No other rights under the Certification Mark are granted to the Licensee and nothing in this Agreement shall prevent the HMC or any other person authorised by the HMC from using the Certification Mark in any manner and in relation to any goods in the Territory or elsewhere.
- 2.5. The Licensee agrees to comply strictly with any directions the HMC may have regarding the application of the Certification Mark.
- 2.6. The Licensee shall not engage in profiteering as a result of this Licence or enter into any cartels with other Authorised Users of the Certification Mark to the detriment of consumers or otherwise.

3 DOMAIN OF THE LICENCE- TERRITORY

This non-exclusive licence grants the Licensee the right to sell all Certifiable Goods covered by this Agreement within Europe.

4 COMMENCEMENT AND DURATION

- 4.1 This non-exclusive licence shall come in to force on the day of the signature of this Agreement and for the duration of one year.
- 4.2 At the expiry of the above duration of one year, and if it is not terminated under clause 10 below or rescinded by either of the parties to it in accordance with clause 11 below, the duration of this Agreement by implied consent will continue by way of renewal from year to year.

5 FEES

- 5.1 The Licensee agrees to pay to the HMC for the duration of this Agreement a fee as set out in Schedule 2 to this Agreement.
- 5.2 The fees to be paid by the Licensee to the HMC (as set out in Schedule 2 to this Agreement) shall be reviewed every 6 months from the commencement of this Agreement for its entire duration.
- 5.3 The HMC accepts that the fees charged under this clause 5 shall not exceed the fees guideline set out in Schedule 2 to the Regulations.

6 STOCK

- 6.1 The Licensee agrees to obtain its Certifiable Goods that are to be sold for Halal consumption only from Outlets / Companies that are Authorised Users of the Certification Mark. In this regards, the Licensee undertakes to make available a list of Authorised Users and Outlets / Companies at its registered office ready for inspection upon reasonable notice. This list shall be updated by the HMC from time to time.
- 6.2 Any Certifiable Goods being sold by the Licensee shall meet the HMC Standard/ Shariah Law and shall bear the Certification Mark.
- 6.3 The Licensee agrees that if it decides to engage in trade or business with any products/Certifiable Goods with which the HMC also has dealings with, it (the Licensee) shall only trade and engage in business with Certifiable Goods/ products which bear the Certification Mark only from Authorised Users of the Certification Mark.
- 6.4 Alcohol beverages will not be permitted to be sold in the certified outlet
- 6.4.1 Alcohol beverages will not be permitted to be consumed in the certified outlet

- 6.6 Alcohol beverages will not be allowed to be brought into the certified outlet by the owner or by the customer

7 QUALITY CONTROL

- 7.1 It is expressly stipulated that the HMC or any other person authorised by the HMC may exercise any quality controls it so desires over the complete process carried out by the Licensee in relation to the Certifiable Goods whenever it so desires.
- 7.2 If in the course of exercising the controls delineated in this Agreement and the Regulations, the HMC considers that a breach has occurred it shall be bound by the rules and procedures set out in the Regulations.
- 7.3 The Licensee gives full authority to the HMC to send back during working hours and at the Licensee's expense any Certifiable Goods that have been sold under the Certification Mark that do not meet the standards, terms and conditions of this Agreement and the Regulations.
- 7.4 Should the events of this clause 7 occur, the Licensee accepts that the HMC reserves the right to bring the matter and the said events to the attention of the general public (both Muslim and non-Muslim) at any time and in any manner it so desires.
- 7.5 The Licensee agrees that (apart from the certified meat and poultry) none of the items sold or used contain animal by-products and/or alcohol products. Any false declaration or non-compliance may lead to revocation of the HMC certificate.
- 7.6 Should HMC revoke the Licensee and the outlet owner owns other non-certified outlets then HMC will need for all the owned outlets to become certified. This is applicable to all Butcher applications only.

8 SUBSEQUENT REGISTRATION OF CERTIFICATION MARKS

- 8.1 The Licensee hereby undertakes not to register, either for the duration of this Agreement or afterwards, and either directly or indirectly through any third party, in any country whatsoever, of any certification mark or certification marks resembling the Certification Mark, or of a nature to create confusion in the mind of a consumer.
- 8.2 If the HMC considers it necessary for the purposes of protection, the HMC may register in its sole name and at its expense an alternative certification mark in any form whatsoever that may be used as an alternative to the Certification Mark listed in Schedule 1 to this Agreement.
- 8.3 The HMC undertakes to notify the Licensee in writing as soon as reasonably practicable details of the alternative certification mark as well as details of when it shall come into force.

9 COUNTERFEITS

- 9.1 The Licensee will inform the HMC as soon as it comes to know of it, of the existence of all certification marks in the form of either words or graphics, in competition to the Certification Mark, that may resemble it, or be of a nature to create confusion in the mind of the consumer.
- 9.2 Legal proceedings against third parties for counterfeiting will be instituted by the HMC and at their expense, with the technical assistance of the Licensee.
- 9.3 In the case of any legal proceedings being instituted against it by a third party, the Licensee will defend itself at its own expense.

10 TERMINATION

- 10.1 Either one of the parties may terminate this Agreement by notifying the other in writing by registered delivery three months before the expiry of the current year, of its intention to terminate this Agreement.
- 10.2 Should the events of this clause occur, the Licensee shall send back to the HMC within forty days of termination, all the documents in his possession relating to Certifiable Goods sold under the Certification Mark.

11 CANCELLATION

- 11.1 This Agreement shall be ended automatically if in the course of its duration the events of clause 7.2 above occur (provided the procedures regarding Breach of Rules have been adhered to in the Regulations).
- 11.2 This Agreement will equally be ended automatically if the Licensee becomes the subject of liquidation or insolvency proceedings or bankruptcy.
- 11.3 In the case of all cancellations, the provisions of clause 10.2 above shall apply.

12 PERSONAL CHARACTER OF THE CONTRACT

This Licence is granted only to the Licensee named in this Agreement. It shall not be transferred to a third party or be considered a part of the assets of the Licensee or be the object of a merger, takeover or acquisition.

13 SUB-LICENSING AND ASSIGNMENTS

The Licensee shall not grant any sub-licences or assignments of this Certification Mark.

14 APPLICABLE LAW

This contract shall be governed by English Law.

15 REGISTRATION WITH THE NATIONAL REGISTER OF TRADE CERTIFICATION MARKS

The HMC undertakes to register on behalf of the Licensee this Licence with the National Register of Trade Certification Marks as soon as reasonably practicable and the Licensee agrees to pay for the expenses relating to the administrative formalities of registering this Licence with the National Register of Trade Certification Marks.

Certification Mark

Certification Mark Registration Number:- 2344757

Certification Mark Logo:



Schedule 2

Fees

Application Fee:

- Up to £100.00 (at present £80.00) all inclusive

Certificate:

- No fee at present
- Permanent Yellow Window Sticker

Administration/Monitoring Fee:

- £62.50 All Inclusive per month by Direct Debit (Form provided) Please Note: Failure to submit Direct Debit Form may result in the delay of the issue of your certificate. Any payment default in excess of 3 months may also result in suspension of certification. Certification of the outlet will only be re-instated once any outstanding balance is cleared in full.

Schedule 3

Regulations

Certificate:

- One A3 size certificate (enclosed in frame) which is valid for one calendar year and updated with a new sticker every month, will be issued to the Restaurant/Takeaway/Butcher/Caterer/ as per contract.
- Specimen of certificate:



REGULATIONS OF THE HALAL MONITORING COMMITTEE – HMC (UK) (the “Regulations”)

The name of the committee is the Halal Monitoring Committee - HMC (UK) (A Company Limited by Guarantee having no Share Capital with Company Registration Number 7914375) working under the trade name, ‘Halal Monitoring Committee’ (hereafter referred to as the “**HMC**”).

Definitions

“Alim”	An Alim is a Muslim priest who has studied and has passed the required examinations and has a certificate from a reputable Islamic Institute.
“Applicant”	A person/abattoir/ manufacturer/wholesaler/ processor/retailer who makes an application to the HMC to use the Certification Mark.
“Certifiable Goods”	Those goods and products covered by the specification for the Certification Mark.
“Certificates”	as attached in Schedule 3.
“Certification Mark”	The Certification Mark filed in the UK under no. 2344757 in respect of goods in class 29.
“Constitution”	The Memorandum and Articles of Association refer Schedule 1.
“Halal”	Something which is lawful for a Muslim to eat, drink, have or do according to Islamic Shariah Law. In other words, Halal means anything which is not forbidden under Islamic Shariah Law. In terms of the Certification Mark, anything which is passed by the HMC as being Halal will be lawful for a Muslim to eat or drink.
“Licensee”	A person/abattoir/manufacturer/wholesaler/processor/retailer to whom a Licence is granted.
“Mufti”	A Mufti is a learned Alim who has a Certificate of Ifta from a reputable Islamic Institute and is able to issue Fatwas.
“Officers”	Any Directors and Secretary of the HMC
“Outlets”	A person/abattoir/manufacturer/wholesaler/processor/retailer dealing in Certifiable Goods
“Shariah”	Islamic Law which dictates that which is lawful and that which is unlawful for a Muslim.
“Ulama”	Plural for Alim

Aims and Objectives

The objects and powers of the HMC are delineated in the Constitution. The HMC will essentially act as a regulatory and enforcement body for its members. Neither the Proprietor of the Certification Mark nor any of its Officers will be involved directly or indirectly with the manufacture/wholesale/ or trade of any goods or processing of poultry or meat products listed in class 29 of the Certification Mark.

The Proprietors and the HMC

The Proprietor of the Certification Mark is the Halal Monitoring Committee Limited, trading under the name Halal Monitoring Committee – HMC (UK), Leicester Business Centre, 111 Ross Walk, Leicester, LE4 5HH (the “**Proprietor**”). The Proprietor will have Officers to promote the use of the Certification Mark and to act on behalf of and as the HMC. The Officers will have authority to promote, deal with and run the Certification Mark. They will be responsible for the day to day administration of the Certification Mark and the HMC.

The Officers will employ staff including inspectors and monitors as required.

The function of the HMC will be to explore the need for properly authenticated Halal Products for Muslims through investigation, inspection and authentication of abattoirs, manufacturers, wholesalers, processors and retailers according to the Sunni School of Jurisprudence. In other words, the HMC will certify that a product is Halal.

This means that the HMC, through its representatives and inspectors, will inspect premises, facilities and records where animals are slaughtered to determine whether Islamic Shariah Law and the HMC Standard (as defined below) has been followed. The HMC will certify that animals are Halal when they are satisfied that animals have been slaughtered in the approved manner and according to Islamic Shariah Law.

The HMC will arrange through its inspectors the clear identification and labelling (or some other acceptable method of identification) of Halal animals and will issue Licences (and Certificates where appropriate) accordingly. The procedures for this are set out below.

Declaration of Competency

The HMC acting in accordance with the Regulations shall be the competent authority to rule whether Certifiable Goods are Halal. It shall be entitled to insist on its standards being met before Licences (and Certificates where appropriate) are issued. It shall further be entitled to issue religious rulings (after consultation with the Ulama) on methods and processes of production as well as on the Certifiable Goods themselves (i.e. whether they conform to the HMC Standard).

The HMC will ensure that all applications are fairly and expeditiously dealt with. They will ensure the continuing compliance with the Regulations and Licences through its representatives and appointed inspectors and where breaches of the Regulations and Licences occur the HMC will adhere to the rules herein set out.

The HMC will arrange advertising and promotions in order to increase use of and public awareness of the Certification Mark.

The HMC will be entitled to both take proceedings and to defend itself should it be necessary.

The HMC Standard (the “**HMC Standard**”)

The HMC have liaised with the Alim and Ulama of the Sunni School of jurisprudence to set a standard for what constitutes the Halal slaughtering of animals.

They are:

1. At least three of the four veins (including the jugular vein) of the animal must be manually cut with a tool that is sharp and has a cutting edge; and
2. The name of Allah must be taken at the time of slaughtering; and
3. The slaughterer must be a practising Muslim adhering to the beliefs of the Ahl Al-Sunnah Wa Al-Jama'ah; and
4. Any form of stunning before the slaughter of the animal must be avoided. Should it be mandatory to stun an animal before slaughter due to the Law, it must be ensured that each animal is alive at the time of slaughter; and
5. After slaughter, the animal must not be placed through hot water over 58 degrees centigrade; and
6. Should the Applicant/Licensee trade both in products that are HMC approved and products that are not, the Applicant/Licensee must store products that carry the Certification Mark separately from products that do not i.e. the products must not be mixed and returned with evidence or return
7. The Licensee agrees to appoint HMC as the sole body for the certification of all products
8. For Outlet to only intake products that carry the HMC Certification Mark which can be inspected by a trained HMC Personnel to ensure compliance.
9. The HMC will only grant Licenses (and Certificates where appropriate) to those Outlets that are able to meet the HMC Standard.
10. For Restaurants no alcohol will be allowed to be utilised onsite.

Procedure

The procedure for making an application through to the granting of a Licence (and Certificate where appropriate) to use the Certification Mark is dependent on the type of Outlet making the application. The procedure for a Retail Outlet applicant will be as set out below:-

Halal Certification of Certifiable Goods Processed in Outlets other than abattoirs

- (A) Any applicant wishing to register their Outlet with the HMC must apply to the HMC in writing for registration and certification.
- (B) Upon receipt of the application, there will be an initial inspection of the Outlet followed by a pre certification monitoring period (which can last up to 4 weeks) by at least one member of staff or HMC's monitors (this may increase and is at the sole discretion of the HMC) to determine whether the Outlet is selling Certifiable Goods that meet the HMC Standard and whether the current processes employed by the Outlet in dealing with the said Certifiable Goods conforms with Shariah Law. It is at the sole discretion of the HMC to determine whether these standards are being met.
- (C) The Officers (or monitors) may prepare a report of their findings and present it to the Board of Directors who will meet to discuss the findings and to decide whether to proceed with the application. Unanimous agreement of the Board of Directors shall be required before the application is accepted.

- (D) Upon being satisfied that the application is to continue, the HMC will meet the management of the Outlet to discuss the HMC Standard, terms and conditions of the Certification Mark and any Licence for its use. The terms agreed between the parties will be documented in the Licence. Provided the management of the Outlet are in agreement that they will meet the HMC Standard, terms and conditions, a Licence for the use of the Certification Mark will be entered into with the Outlet and a Certificate will be presented to them for public use.
- (E) The HMC or any other person authorised by it may exercise any quality controls it so desires over the complete process carried out by the Outlet in relation to the Certifiable Goods whenever it so desires.
- (F) The Outlet will then be entered in the books of the HMC as an Authorised User to be kept at its office. This will be available for inspection by the public on reasonable terms.

The HMC will agree not to revoke, cancel or suspend the use of the Certification Mark and any Licence except in accordance with the Regulations and the terms of the Licence.

For clarity, in order to use the Certification Mark on its Certifiable Goods, an abattoir will be granted a Licence and its individual products will be labelled/certified with the Certification Mark by an inspector, on the condition that the requisite standards have been met. A Certificate will not be given to such an outlet. For any other Outlet, in order to use the Certification Mark, the Applicant will be granted a Licence and Certificate.

Fees

On making an application and entering into a Licence, the Licensee shall pay to the HMC the fee set out in Schedule 2 for the duration of the Licence. The fees in Schedule 2 are currently the maximum that may be charged, and maybe waived or lowered at the discretion of the HMC on the granting of a Licence.

Breach of the Rules

If in the course of exercising the quality controls herein set, the HMC (or its representatives) considers that these Regulations or the terms and conditions of any Licence and Certificate Mark have been breached:-

- (A) The HMC will remove the certificate and notify the Licensee in writing by registered letter within fifteen working days.
- (B) The Licensee shall within eight days of the delivery of a registered letter of breach remedy the faults of which he has been notified by the HMC and write to HMC expressing their interest in re-certification. Thereafter HMC will grant the certificate as and when satisfied that the HMC regulations are met
- (C) If during the Duration of the Licence, the HMC is reasonably satisfied that at least three times the Licensee breached these Regulations or the terms and conditions of any Licence and Certification Mark, the Certificate shall be removed instantly and their Licence shall be terminated immediately starting from the delivery of the third registered letter.
- (D) Upon the receipt of the third letter of breach within the same licence, HMC shall have the right to permanently cease certification. However, if the HMC feels (at their discretion) to accept an apology the third time, the outlet shall be able to obtain certification the fourth time providing: The proprietor re applies by completing a new application form and the proprietor pays a £500 re-entry fee. The certification will not resume if the terms of HMC are violated once again (fourth breach) under any circumstances.
- (E) Irrespective of when the breach may have occurred (i.e. whether it occurred in the same Licence year or not), if the HMC is reasonably satisfied that at least four times the Licensee breached

these Regulations or the terms and conditions of any Licence and Certification Mark, their Licence shall be terminated immediately starting from the delivery of the fourth registered letter.

The rule herein set out concerning breach of the rules will apply to a Licensee, irrespective of whether the Licensee changes its trade/company name during the period it holds Licences. The HMC shall retain complete discretion in determining the party to whom a letter of breach is to be sent to. As an example, if two letters of breach are sent to Outlet A during a Licence period, and it subsequently changes its name to Outlet B. If Outlet B then commits a further breach in the same Licence period, then the HMC shall have the discretion and the right to serve a third letter of breach to Outlet B (thereby terminating the Licence).

Duration

Any Licence and Certificate to an Outlet will be valid for one year and will be renewable provided that the Outlet continues to meet the HMC Standard and the terms and conditions of the Certification Mark and Licence, in relation to its Certifiable Goods. If changes are to be made by the Outlet, the HMC will enter into negotiations with Outlet. Once an agreement is reached, the HMC will renew the Licence and Certificate.

Authorised User (the “**Authorised User**”)

The Licensee will be the Authorised User of the Certification Mark. The Authoriser User will agree to comply with the Regulations and the terms and conditions of any Licence and Certification Mark. The Licence will inter alia, contain an undertaking from the Licensee to comply with the Regulations and the terms of any Licence/Certification Mark.

A Licence and Certificate to use the Certification Mark will be granted without discrimination to anyone who applies and pays the necessary fee, provided the products/processes meet the required standard and as long as the Licensee complies with the Regulations governing the use of the Certification Mark.

It is a condition of use that the Certification Mark shall not be used in any printed advertisements or printed publicity matter directed primarily to the market in the United Kingdom and in the Isle of Man or in retail point of sale display cards distributed by the Proprietor for use within the United Kingdom and in the Isle of man without prior consent and approval of artwork and indicating that it is a Certification Mark.

The Licensee will be entitled to use the Certification Mark on products in the United Kingdom and on any products exported there from.

The Licensee will not be entitled to use the Certification Mark in his/her own promotion and advertising material or to use the Certification Mark on wrappers, cartons, boxes and other packaging material, without the prior written permission of the HMC

Amendment of the Regulations

The Proprietor of the Certification Mark will be entitled to amend any of the Rules at their absolute discretion, subject to approval by the Registrar at the Patent Office. However, where any fees are amended these will not take effect during any current year and until at least three months notice has been given to the Licensees.

Appeals against Refusals/Dispute Resolution

If an Applicant makes an application to register his/her Certifiable Goods/Outlet with the HMC and his application is refused, the Applicant will be entitled to appeal against the refusal within 28 days of the date of refusal in writing to be delivered to the HMC at its office.

The refusal will be referred to an arbitrator to be jointly approved by the parties. The decision of the arbitrator on such a referral after submission of any written or oral representation or after investigations by the arbitrator shall be final and binding on the Applicant and the HMC.

If a joint decision on choosing an arbitrator cannot be agreed, then they shall choose a Mufti each to represent them. The joint decision of the two Muftis shall be final and binding on the Applicant and the HMC

The same process is to be applied should there be a dispute between the parties, as a means of dispute resolution.

