



## MUSLIM JUDICIAL COUNCIL HALAAL TRUST

*Trust Deed (T.975/92 of 1986)*

*Established in 1948*

### FAIR USE POLICY

#### MJCHT TRADEMARKED CERTIFICATE AND LOGO

1. **THE HALAL CERTIFICATE** (hereafter referred to as the ‘Certificate’)
  - 1.1 The Certificate is bound by all the Certification laws and regulations, as practiced in South Africa.
  - 1.2 The Certificate has specific, identifiable features, which may not be altered or tampered with.
  - 1.3 The Certificate remains the property of the Certifying Body (MJCHT).
  - 1.4 The Certificate is valid for the year of issue, only.
  - 1.5 Only the original Certificate of the current year is considered a valid certificate.
  - 1.6 The Certificate is non-negotiable, non-lendable and non-transferable.
  - 1.7 The Certificate may not be forged, photocopied, misused or altered in any way. Such action will result in the immediate withdrawal of the Certificate with cost and/or legal action against the offender.
  - 1.8 Safekeeping of the Certificate is the responsibility of the Certificate holder.
2. **RULES PERTAINING TO COPIES AND REPRODUCTION OF CERTIFICATE**
  - 2.1 Use of photocopies will be considered as misuse of the Certificate and may result in withdrawal or suspension of certification.
  - 2.2 Under special circumstances duplicate certificates may be requested from the Certifying Body.

### **3. PLACEMENT OF CERTIFICATE**

- 3.1 The Certificate should be displayed in a visible position within the halal certified premises.
- 3.2 The Certificate should be displayed on certified meat and poultry counters in supermarkets.

### **4. USAGE OF THE MJCHT TRADEMARKED EMBLEM/LOGO**

- 4.1 All registered certificate holders may display the MJCHT official emblem on their product packaging and advertising material.
- 4.2 The colour of the MJCHT's logo may differ, depending on the wrapping of the product.

### **5. USAGE OF EMBLEM/LOGO IN STICKER FORMAT**

- 5.1 No loose stickers bearing MJCHT's logo are allowed, unless by the approval of the MJCHT.
- 5.2 The MJCHT has the sole right to print stickers for its clients, on request.
- 5.2. Fraudulent use, misuse, misrepresentation, and misleading use of the MJCHT logo shall be dealt with legally.

### **6. THE CERTIFICATE IS NON-TRANSFERABLE TO A 3<sup>RD</sup> PARTY**

- 6.1 In the event of a transfer of ownership of the client's business, the certificate becomes null and void. A new application should be made by the new owner.
- 6.2 Should any ḥalāl certified sealed product, carrying the MJCHT's unique HT number & Logo, be opened, or unwrapped and re-packed at a client (e.g. a retailer) or 3rd party distribution facility, then the product ḥalāl status & integrity may be compromised.
- 6.3 The 3rd party may not use its supplier's HT number & ḥalāl Logo/Mark under its establishment's name and/or on the opened, or unwrapped and re-packed products it has purchased from the supplier.
- 6.4 Should the 3rd party become involved in such a thing as mentioned in the above point (16.6.3), then it is tantamount to criminality, misleading labeling, and fraud, for which appropriate (including legal) action may be taken due to misusing and misrepresenting the supplier's ḥalāl logo and thereby misleading the Muslim community/consumers of the ḥalāl status of the product, processes and/or services rendered by the retailer (i.e. the offender).
- 6.5 3rd party distribution facilities should apply for their own ḥalāl certification.

6.6 Appropriate action shall be taken against certified clients that collude with 3<sup>rd</sup> parties in the misuse of the client's certification.

## 7 **WITHDRAWAL OF THE CERTIFICATE**

7.1 In the event of the withdrawal of the Certificate, the MJCHT's Product Logo on all printed packaging must be removed and destroyed, with immediate effect.

7.2 Once a certificate had been withdrawn and/or the client is no longer operating to halal certification standards, the client may no longer use the Certificate and/or any of the MJCHT's labels/stickers.

7.3 The Certificate Holder is liable for any misuse or fraudulence of the certificate.

## 8 **RENEWAL OF THE CERTIFICATE**

8.1 The Certifying Body shall notify the client via email and/or by other means of electronic communication, at least, three months before the expiry date about the renewal of the certificate.

8.2 Certificate Renewal application should be submitted at least two (2) months before the expiry of the certificate.

8.3 The MJCHT generally starts raising invoices by October/November of each year.