

1. INTRODUCTION

- 1.1 The logo comprising the symbols, with or without the surrounding words, forms the Certification Trade Mark of HACCP Australia (as shown in Annex 1) and is referred to, in these rules, as the HACCP Australia Trade Mark or the HACCP Australia Certification Trade Mark.
- 1.2 The HACCP Australia Trade Mark is owned by HACCP Australia Pty Ltd (ABN: 71 079 739 816).
- 1.3 HACCP Australia Pty Ltd is in the business of implementing and managing food safety projects, assessing and analyzing food safety issues and offering independent advice and analysis on products and services in the food and beverage industry.
- 1.4 HACCP Australia offers its own certification to those organisations that actively apply a food safety programme, or incorporate food safe principals in their design, which meet the approval and standards of HACCP Australia and the appropriate Codex Alimentarius Alinorm. Such organisations may be granted a licence to use the HACCP Australia Certification Trade Mark and permitted to use the trademark.
- 1.5 HACCP Australia Pty Ltd reserves the rights to refuse certification and refuse to grant a licence in respect of a product or service which, in the opinion of HACCP Australia, does not:
- a) meet the appropriate Codex Alimentarius Alinorm.
 - b) meet the Australian Food Standards Code
 - c) meet recognised industry standards or industry best practice
 - d) present itself as inherently food safe
- 1.6 HACCP Australia may delegate any or all of its functions described herein to an agent.

2. CONDITIONS FOR THE USE OF THE HACCP AUSTRALIA CERTIFICATION TRADE MARK

- 2.1 The Licensee may use the Trade Mark of HACCP Australia Pty Ltd:
- a) only
 - (i) after being granted a license or other authorisation by HACCP Australia Pty Ltd
 - (ii) in accordance with this document
 - b) as described in the relevant contract arrangement and
 - c) in accordance with the wording, and in respect of the product or service, described in the HACCP Australia Certificate
 - d) in Australia, Australian Overseas Territories, The Federated States of Micronesia, French Polynesia, New Zealand, New Zealand Overseas Territories, Fiji, Kiribati, Nauru, Papua New Guinea, The Solomon Islands, Tonga, Tuvalu, Vanuatu and Western Samoa. Use of the HACCP Australia Certification Trade mark in other countries or territories requires a separate or additional licence or the written permission of HACCP Australia Pty Ltd.
- 2.2 HACCP Australia may revoke a licence or suspend a licence if the licensee-
- a) commits a breach of, or does not comply with, these rules; or
 - b) does not use the HACCP Australia Trade Mark in accordance with the licence: or
 - c) uses the HACCP Australia Trade Mark in a way that, in the opinion of HACCP Australia Pty Ltd, might be misleading to the public or the market; or
 - d) is found, during an audit by a HACCP Australia auditor or inspector authorized by HACCP Australia, to have a major system failure which is not rectified within the time agreed; or
 - e) fails to pay any fees, costs or charges payable under the licence; or
 - f) becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has a receiver appointed of its business.
- 2.2.1 The licence shall remain suspended until the licensee can satisfy HACCP Australia Pty Ltd that the breach of clause (2.2) has been rectified.
- 2.2.2 If after 30 days of receipt of notice of suspension the licensee is unable to satisfy HACCP Australia Pty Ltd that the breach of clause (2.2) has been rectified, HACCP Australia may revoke the licence.

3. RIGHT OF APPEAL

- 3.1 Licensees or license applicants seeking to appeal a decision made under Clause 2.2, shall advise the HACCP Australia Pty Ltd in writing within 14 days of receipt of any notification of such decision.
- 3.2 The person or organisation who will hear and determine the appeal (“the adjudicator”) shall be agreed to by the parties within 30 days of HACCP Australia Pty Ltd receiving written notification of the Licensee’s intention to appeal as stated above in paragraph 3.1.
- 3.3 In the event that an adjudicator cannot be agreed upon, the parties agree to the appointment of an adjudicator by the president of the Institute of Arbitrators and Mediators Australia (IAMA). Both parties will meet all IAMA and adjudication charges equally.
- 3.4 The adjudicator shall determine the procedure of the appeal and the parties shall comply with that procedure and the adjudicator’s decision.

4. OBLIGATION OF LICENSEE

A licensee shall –

- (a) comply in all respects with the relevant sections of the HACCP Australia Licence, as issued by HACCP Australia Pty Ltd, and as amended from time to time.
- (b) ensure that any written references to HACCP Australia Pty Ltd are accompanied by the statement of endorsement reprinted in whole, including the HACCP Australia web address. Reprinting of the endorsement or accreditation logo does not require a reference to the endorsement statement.
- (c) submit to HACCP Australia for approval any form in which it is proposed to use or make reference to the Trade Mark prior to using that form.
- (d) notify HACCP Australia of any change to the licensee’s business, products, services or processes, which may affect its certification of any particular product, or service to which the certificate and Trade Mark use pertains.
- (e) give agents of HACCP Australia Pty Ltd reasonable access to examine processes, records or other material which in the opinion of HACCP Australia Pty Ltd are relevant to both Food Safety and the Licence.
- (f) settle, within the stated terms:
 - i any fees set by HACCP Australia Pty Ltd in relation to granting or administering the licence and in relation to any services provided in assessment, auditing, supervising, inspecting or testing.
 - ii any royalties set by HACCP Australia Pty Ltd.

NOTE: The licensee shall not be entitled to any refund of fees paid or costs incurred in the event of any relinquishment, revocation, non-renewal, alteration or suspension of the licence

- a) upon termination of the Licence (however determined), immediately discontinue all use of the HACCP Australia Trade Mark and all advertising material and other matter which contains or refers to the HACCP Australia Trade Mark. Any material not already disposed of by the licensee which bears the HACCP Australia Trade Mark shall, if HACCP Australia so requires, be treated, at the licensee's expense, so as to erase the HACCP Australia Trade Mark.

5. RELINQUISHMENT OF LICENCE

A licensee may relinquish a licence at any time by notice in writing to HACCP Australia Pty Ltd. No refund of any unexpired time will be given by HACCP Australia Pty Ltd.

6. NOTICES

Any notice or other communication to be given or sent to the applicant or licensee shall be deemed to be duly given or sent if sent by post, telex or facsimile transmission to the address last known to HACCP Australia Pty Ltd. Notice shall be deemed to be given at the time when it would ordinarily have been received if using the method employed.

7. PRESENTATION AND USE

Notwithstanding the conditions of clause 2.1 above:

- 7.1 The Certification Trade Mark may be applied to stationery and publicity material, products, their immediate packaging or outer packaging. This can include brochures, business cards, advertisements, stickers etc. and may also cover items such as company flags and vehicles. Material to which the mark is applied should only be intended for use in the countries specified in 2.1.d above. Use in territories other than those listed in 2.1.d requires the written permission of HACCP Australia.
- 7.2 If there is doubt regarding the intended use of the Trade Mark, certified companies should contact HACCP Australia Pty Ltd prior to printing. Misuse of the Trade Mark could result in the issue of a "Corrective Action Request" and/or an order to discontinue using the offending items.
- 7.3 Any other companies, agencies, organisations, individuals, subsidiary companies, site addresses, products or services not included in the licence agreement or detailed on the certificate or the accompanying certification statement are not covered by licence and may not use the certification mark without the written permission of HACCP Australia Pty Ltd.
- 7.4 The Certification Trade Mark may only be reproduced as follows:-
 - a. *Size:* The Mark can be reproduced in any size providing the relative proportions of the Mark are not distorted or altered. For smaller reproductions of the Trade Mark, the wording may be omitted for the sake of legibility.
 - b. *Wording:* Except for the above modification for smaller reproductions, no alterations to the style or content of the wording "HACCP Food Safety Accreditation Programme" is permitted without the express written permission of HACCP Australia Pty. Ltd.
 - c. *Colours:* The Mark may be reproduced in any two colour format
 - d. *Artwork and other Material for Reproducing the Mark:* HACCP Australia Pty Ltd will provide artwork for companies wishing to re-produce the Mark. This artwork is available in a variety of forms, including art cards, PC-disk versions, labels, etc. Information on these promotional materials may be obtained from HACCP Australia Pty Ltd. and used in a manner that:-
 - e. relates directly to the physical locations, products, services, or business capabilities detailed in the licence agreement or certificate.
 - f. does not imply or suggest that the accreditation covers physical locations, products, services or business capabilities that are not detailed in the accreditation certificate and/or the licence agreement.

8. MISCELLANEOUS

- 8.1 A licence is non-exclusive and non-transferable.
- 8.2 A list of licensees shall be kept by HACCP Australia Pty Ltd and open to inspection.
- 8.3 In these rules, words importing the singular include the plural and vice versa. Also, words implying a gender should be inferred to include both male and female.
- 8.4 The granting of a licence and/ or the issuing of a certificate in no way implies that the products or services included in the certificate, endorsement or the licence agreement are approved by the Accreditation Council of the Joint Accreditation System of Australia and New Zealand (JAS-ANZ), Food Standards Australia New Zealand (FSANZ) or any similar body or any Local, State or Government Authority, or ministers or representatives thereof.
- 8.5 Whilst all reasonable care is taken by HACCP Australia in assessing the food safety aspects of products or services for certification and/or endorsement, HACCP Australia does not guarantee that every food safety risk, or any other work or health risk, has been identified and no guarantee is offered or implied in licensing the use of the HACCP trademark. HACCP Australia cannot accept liability for incorrect information that has been provided to it nor can it accept liability for the incorrect practices of the user or licensee.

9. COMPLAINTS AND COMMUNICATIONS

- 9.1 Complaints regarding the quality of service provided by HACCP Australia Pty Ltd should, in the first instance, be addressed to:
The Managing Director
HACCP Australia Pty Ltd
Ridgewest Building
3/1 Ridge St
North Sydney NSW 2060
- 9.2 Communications regarding HACCP Australia licensing matters should, in the first instance, be addressed to:
The Company Secretary
HACCP Australia Pty Ltd
Ridgewest Building
3/1 Ridge St
North Sydney NSW 2060

Annex 1.

