

Flockcare

Quality Assurance

‘RULES GOVERNING THE USE
OF THE
FLOCKCARE LOGO
CERTIFICATION MARKS’

Rules Governing the Use of the FLOCKCARE

Logo Certification Marks

1.1 DEFINITIONS

In these Rules the following definitions will apply, unless the context otherwise requires:

“Authorised User” means a person authorised in accordance with these Rules to use the Mark;

“Company” means Meat & Livestock Australia Limited ABN 39 081 678 364;

“Goods” means live animals, namely: sheep and lambs; agricultural products related to sheep and not included in other classes; foodstuffs for sheep; meat products and extracts derived from sheep including carcasses and carcass cuts, edible oils and fats; sheep skins; educational and training services provided to and relating to the sheep industry and its products; technical and business consultancy services provided to and relating to the sheep industry and its products, including quality assurance services relating to sheep and products obtained or derived from sheep;

“Mark” means the certification trademark as represented in appendix A;

“Non-Conformities” means non-conformities as defined in the Manual;

“Manual” means the manual attached hereto as appendix C and as amended from time to time;

“National Advisory Committee” means the Committee appointed by the Company to advise on the code of practice requirements, technical matters and standards;

“National Service Provider” means the organisation, if any, appointed by the Company to administer the FLOCKCARE program on behalf of the Company;

“Permit” means the permit attached hereto as appendix B;

“Registered Auditor” means the registered auditor referred to in Rule 3 of these Rules;

“Registrar” means the Registrar of Trade Marks;

“Rules” means these rules and any amendments made hereto from time to time;

“Standards” means the standards prescribed in the Manual and as amended from time to time.

1.2 INTERPRETATION

In these Rules, unless the context otherwise requires:

- (i) words in the singular will include the plural and vice versa;

CONTROLLED DOCUMENT

- (ii) references to a particular gender shall include all genders;
- (iii) references to a person shall include natural persons, corporations, bodies politic, associations, partnerships and trusts.

2 PROPRIETORSHIP

The Mark is the absolute property of the Company and may not be used by any person except an Authorised User in accordance with a Permit granted pursuant to these Rules.

The Company may delegate from time to time authority to grant a Permit to use the Mark.

3.0 GRANT OF PERMIT

- 3.1 In order to become an Authorised User a person (“producer”) must have completed to the satisfaction of the Company or a person authorised by the Company an audit in accordance with the Manual.
- 3.2 An audit must be conducted by a Registered Auditor. The Registered Auditor must:
 - (i) satisfy the Quality Society of Australia (“QSA”) requirements;
 - (ii) be certified by the QSA;
 - (iii) have completed a recognised auditor training course;
 - (iv) have the required practical experience in auditing;
 - (v) have expertise in the sheep industry; and
 - (vi) have undertaken a familiarisation course on the FLOCKCARE code of practice.

Registered Auditors will themselves be audited by an external body (JAS-ANZ approved) to ensure total program integrity.
- 3.3 Upon the successful completion by a producer of the audit requirements set out in the Manual, the Company will grant the successful producer a permit, in the form of the Permit, to use the Mark. The Company or a person nominated by the Company and the successful producer must sign the Permit.
- 3.4 Any producer will be able to appeal to the National Service Provider against a Registered Auditor’s decision.
- 3.5 In the event that a producer is unable to successfully complete an audit, the Company may refuse to grant the producer a permit to use the Mark, subject always to a right of appeal specified in clause 9.3.1.

4.0 **FEES**

- 4.1 A producer wishing to use the Mark will be required to purchase the Manual for \$60.50 (GST Inclusive) or \$93.50 (GST Inclusive) in the case of a combined Flockcare / CATTLECARE Manual).
- 4.2 All auditing costs will be borne solely by the producer wishing to use the Mark.
- 4.3 An annual accreditation fee of \$44.00 (GST Inclusive) will apply after completion of the third audit.
- 4.4 The Company may uniformly prescribe such other fees or amendments to the above fees as it thinks fit.
- 4.5 Goods and Services Tax will be payable on all applicable fees and charges.

5.0 **RESIDUES**

- 5.1 In the event sheep consigned by the producer for slaughter are detected immediately prior to or after slaughter to have chemical residues above half Maximum Residue Level (“MRL”) the producer agrees that the appropriate authority dealing with chemical residues may notify the Company through the National Service Provider of the detection of those residues and the level detected.
- 5.2 The producer further agrees that in the event residues above half MRL are detected and reported to the producer, the producer will immediately develop a management strategy to minimise the risk of such an event occurring in the future, and will communicate that strategy to the Company through the National Service Provider for approval, and audit if such action is deemed necessary by the Company or National Service Provider.

6.0 **USE OF MARK**

- 6.1 The Mark may only be used in connection with Goods produced in compliance with the Standards.
- 6.2 The Mark may only be used to designate quality, accuracy, or other characteristic, including origin, material, or mode of manufacture of the Goods.
- 6.3 An Authorised User may only use the Mark as represented in Appendix A and must not in any way alter, amend or vary the Mark.
- 6.4 An Authorised User may only identify the Mark as a Certification Trade Mark.

7.0 **AUDITS**

- 7.1 All Authorised Users must comply with all audit requirements prescribed in the Manual.
- 7.2 An Authorised User must undertake two audits by Registered Auditors in the first year of authorisation, being at six monthly intervals (the first audit being

an accreditation audit in accordance with Rule 3 above), unless the Authorised User has prior accreditation to another recognised quality assurance program, in which case the requirement for the second (six month) audit may be waived on application. In subsequent years an Authorised User will be required to undertake annually both two internal audits (by the Authorised User) and one external audit (by a Registered Auditor), unless Non-Conformities are encountered on the Authorised User's property, in which case, external audit frequency may be increased. Authorised Users are required to self-monitor and correct problems when they arise and not to wait until an audit is due. All audits under this Rule 7.2 will be at the Authorised User's sole expense.

- 7.3 At any time the Company or its National Service Provider deems appropriate, an Authorised User must undertake a further audit at the Authorised User's sole expense.
- 7.4 If an Authorised User fails any audit prescribed in this Rule 7, then the Company may in its absolute discretion revoke the Authorised User's Permit to use the Mark, subject to a right of appeal to the Company.

8.0 REVOCATION OF PERMIT

The Company may, acting on the advice of the National Advisory Committee or the National Service Provider revoke the permit of an Authorised User on the occurrence of any one or more of the following events:

- (i) the Authorised User breaches any one or more of these Rules;
- (ii) the Authorised User fails to comply with the Standards;
- (iii) the Authorised User fails an audit;
- (iv) the Authorised User uses the Mark in a manner not authorised by these Rules;
- (v) the Authorised User dies, becomes bankrupt or is the subject of winding up, liquidation proceedings or comes under another form of external administration; or
- (vi) the Authorised User sells the property to which the accreditation has been granted.

9.0 RIGHT OF APPEAL

- 9.1 Any refusal to grant a Permit or any revocation of a Permit by the Company acting on the advice of the National Advisory Committee or the National Service Provider is subject always to a right of appeal to the Company.
- 9.2 If the dispute is not resolved within 14 days of submission of the dispute to them, or such other time as they agree, the provisions of paragraph 9.3 will apply.
- 9.3.1 Either party may request the President of the Law Society of New South Wales or his nominee to appoint an expert to determine the dispute.

- 9.3.2 In making a determination in accordance with paragraph 9.3.1:
- (a) each expert must be required to determine the disputer taking into account the FLOCKCARE code of practice;
 - (b) each expert acts as an expert and not as an arbitrator; and
 - (c) the expert's decision is conclusive, final and binding on the parties (except in the case of manifest error).

9.3.3 The parties must pay the costs of the determination as determined by the expert.

10.0 AMENDING THE RULES

The Company may from time to time apply to the Registrar to amend these Rules.

11.0 AMENDING THE STANDARDS

11.1 The Company may from time to time amend the Standards.

11.2 Where the Company proposes to amend the Standards, the company must notify all Authorised Users of its intention to amend the Standards.

12.0 THE REGISTER

The Company or a body authorised by the Company shall maintain a register of Authorised Users which shall include details of the name, address and trade description of each Authorised User and the date of registration and number allotted to each Authorised User and such other details as the Company may wish from time to time to include in the register.

13.0 NATIONAL ADVISORY COMMITTEE

A producer or Authorised User may refer to the National Advisory Committee any perceived variations in auditing standards, to ensure uniform standards are maintained across Australia.

14.0 PUBLIC INSPECTION OF RULES

These Rules will be available for inspection during normal business hours at the offices of the Company.

15.0 PARAMOUNTCY

In the event of any inconsistency between these Rules and a Permit, these Rules will prevail to the extent of that inconsistency.

APPENDIX A



APPENDIX B

SAMPLE ONLY

Flockcare Permit

In consideration of:
("the Producer") having paid Meat & Livestock Australia Limited ABN 39 081 678 364 ("MLA") the sum as determined by MLA, MLA hereby authorises the Producer to use the mark as represented below in accordance with the conditions set out below and in accordance with THE RULES GOVERNING THE USE OF THE FLOCKCARE LOGO CERTIFICATION MARK and in accordance with the standards contained in the FLOCKCARE Manual (the FLOCKCARE Code of Practice) or as otherwise prescribed, from time to time by MLA.

Conditions:

Property:

Period of Permit: TO

Accreditation Number:

Mark:

Signed by Producer

Signed on behalf of MLA by
National FLOCKCARE Co-ordinator

CONTROLLED DOCUMENT

APPENDIX C

Manual