Date of this agreement:

**Parties**

**ACO Certification Ltd** ACN 099884983 of Level 21, 12 Creek Street, Brisbane in the State of Queensland 4000 (“ACO”)

and

**Company name:**

**Address:**

**(“**the certified party”)

We hereby agree that, with regard to the Freshcare certification being issued:

1. The scope of the certification is as per Freshcare Application Form.
2. The product category is (please select):

|  |
| --- |
| FSQ |
| Fresh Produce – on farm |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| FSQ - SC | | | | | | | | |
| Packer | Storage | Ripener | Fumigation | Transporter | Wholesaler | Broker | Provedore | Marketing Group |

|  |  |  |
| --- | --- | --- |
| AWISSP – VIT | AWISSP – WIN | |
| Wine Grapes | Winery | Wine Business |

1. For FSQ and FSQ – SC, the crop(s) is/are as per the Freshcare Application Form.
2. Preferred audit month/date is as per the Freshcare Application Form (must coincide with harvest for FSQ or operational months for FSQ – SC and AWISSP).
3. Audits are scheduled with adequate notice for both the business and the auditor/Certification Body.
4. The duration of a Freshcare audit will vary in consideration of business size and scope and will be set by the Certification Body. The minimum duration for an audit is four (4) hours.
5. Businesses seeking AWISSP certification can select announced or unannounced audits, this can be changed by advising ACO in writing no later than ninety (90) days ahead of the expiry date of their current certificate.
6. For unannounced audits, the business may submit request for approval for blackout dates for up to ten (10) days of non-operation per audit activity. Where the harvest window / period is under forty (40) days, there shall only be up to five (5) days approved. Blackout dates shall be requested and approved prior to commencement of the audit window.
7. The cancellation of a scheduled audit may result in a penalty fee in accordance with the terms of the agreement.
8. The business must, on request, provide unimpeded access to the site and premises, to full documentation and records and to product, for the purpose of conducting the audit.
9. The business must provide all reasonable assistance required by the auditor in the conduct of the audit.
10. An auditor may be accompanied on the audit for training, assessment or accreditation purposes, e.g., auditor training, auditor calibration, witness audits (Freshcare, Certification Body or Accreditation Body).
11. Freshcare reserves the right to conduct its own audit of a certified site in response to complaints or as part of routine compliance activities. These audits may be announced or unannounced.
12. A copy of the audit report, support documentation and Freshcare certificate will be made available to Freshcare; and the audit result will be communicated to Freshcare and the Accreditation Body.
13. Freshcare may contact the business directly for feedback on auditor and/or Certification Body performance.
14. The business may lodge a complaint in confidence with Freshcare that will be considered and investigated if appropriate with the auditor and Certification Body concerned.
15. The business will notify the ACO Certification Ltd and Freshcare of a serious food safety incident resulting in customer recall and/or stop supply, or a serios environmental incident within forty-eight (48) hours of the incident.
16. The certification status of the business will be available for public display via: the IOAS register; the Freshcare website; and via FreshcareOnline.

**Business representative**

Name: Signature:

Date:

**ACO Authorised signatory**

Name: Signature:

Date: