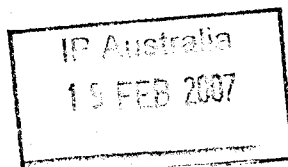




**Australian  
Competition &  
Consumer  
Commission**

Our Ref: C2006/1939  
Contact Officer: Sheridan de Kruiff  
Contact Phone: (02) 6243 1236



PO Box 1199  
Dickson ACT 2602

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Dickson ACT 2602

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15 February 2007

The Registrar of Trade Marks  
IP Australia  
PO Box 200  
WODEN ACT 2606

Dear Registrar,

**Certification Trade Mark Application No 1133130 lodged by  
Food Compliance Australia Pty Ltd**

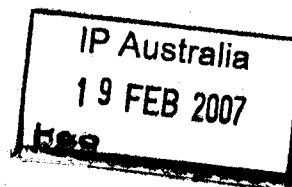
The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the *Trade Marks Act 1995*, has completed its final assessment of Certification Trade Mark (CTM) No. 1133130 lodged by Food Compliance Australia Pty Ltd.

A certificate detailing the ACCC's assessment is attached, as well as a certified copy of the rules. The applicant has been notified.

If you have any queries on this matter, please contact Sheridan de Kruiff on (02) 6243 1236.

Yours sincerely

Isabelle Arnaud  
Director  
Adjudication Branch





**Final Assessment of Certification Trade Mark Application 1133130 lodged by  
Food Compliance Australia Pty Ltd**

The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

The ACCC's Final Assessment is that it is satisfied that:

- (a) the approved certifiers are competent to certify the goods in respect of which the CTM is to be registered;
- (b) the rules governing the use of the CTM would not be to the detriment of the public;  
and
- (c) the rules governing the use of the CTM are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the *Trade Practices Act 1974* (the Act); the principles relating to unconscionable conduct set out in Part IVA of the Act; and the principles relating to unfair practices, product safety and product information set out in Part V of the Act.

Signed.......... (Commissioner)

Date.....15 FEBRUARY 2007.....

1133 130 -



Certified copy  
pursuant to section 175(2)(b)  
of the *Trade Marks Act 1995*

*[Handwritten Signature]*  
.....  
Commissioner

15-02-07  
.....  
Date

# Food Compliance Star Program

## Guidelines for Star Approval

September 2006

**Food Compliance Australia Pty Ltd - ACN 112 683 708**

## Table of Contents

Food Compliance Australia Pty Ltd - ACN 112 683 708 .....	1
Table of Contents .....	2
1. Introduction .....	3
2. Definitions .....	4
3. Interpretation .....	4
4. Authorised Certifiers .....	4
5. Administration of the Certification Scheme .....	5
6. Recognised Product Standard .....	6
7. Certification .....	6
7.1 Certification Assessment .....	6
7.2 Certification Scheme .....	7
7.3 Co-operation and Access .....	8
7.4 Terms of Certification .....	8
7.5 Monitoring the Use of the Mark .....	10
7.6 Restrictions on the Use of the Mark .....	10
7.7 Duration of Licence .....	10
7.8 Renewal of Licence .....	10
7.9 Fees .....	11
7.10 Relinquishment of Licence .....	11
7.11 Immediate revocation of Licence .....	11
8. Reconsideration of Refusal .....	11
9. Mediation and Arbitration .....	12
10. Amendment of Rules .....	13
11. Notices .....	13
Schedule 1 – Dictionary .....	14
Schedule 2 – The Trade Mark .....	16
Schedule 3 – Application Form .....	17
Food Compliance Australia “Food Compliance Star Program” .....	17
APPLICANT DETAILS .....	17
Prepaid Post .....	18
By email .....	18
Schedule 4 – Licence Fee .....	19
Calculation of Fees .....	19
Licence Fees .....	19
Compliance Assessment Service Fees (CAS) .....	19

## 1. Introduction

- 1.1 The *Australia New Zealand Food Standards Code* (the Code) as defined by section 3 of the *Australia New Zealand Food Authority Act 1991* came into force in all Australian States and Territories and in New Zealand on 20 December 2002 after a phase in period of two years.
- 1.2 The Code is adopted as the required standards for food produced in New Zealand and the States, Territories and Commonwealth of Australia in relation to food sold and/or imported into both countries under the following Acts –
  - Food Act 1981* (New Zealand)
  - Health Act 1911* (Western Australia)
  - Food Act 1992* (Australian Capital Territory)
  - Food Act 1981* (Queensland)
  - Food Act 1989* (New South Wales)
  - Food Act 1998* (Tasmania)
  - Food Act 1986* (Northern Territory)
  - Food Act 1984* (Victoria)
  - Food Act 1985* (South Australia)
  - Imported Food Control Act 1992* (Commonwealth)
- 1.3 Food Compliance Australia Pty Ltd ACN 112 683 708 (FCA) has expertise in the interpretation and implementation of the Code and provides services to assist food business comply with the requirements of the Code.
- 1.4 The FCA – Food Compliance Star Program Mark (“Food Compliance Star”) aims to promote the development and sale of foods consistent with the Code.
- 1.5 FCA is applying for the certification trade mark known as the Food Compliance Star Program Mark also known as the “Food Compliance Star” (the Mark) (as set out in Schedule 2).
- 1.6 Subject to these Rules, an Applicant may be granted a non-exclusive Licence to use the Food Compliance Star in connection with a Product where either FCA or another Person authorised by FCA (Certifier) certifies that the food business that produces the Product have processes and procedures in place to conform to the Code (Recognised Product Standard).
- 1.7 The FCA has ultimate choice as to whether or not the Food Compliance Star is associated with a particular Product. Regard will be had by FCA as to whether the Product has a Food Safety Program and appropriate auditing procedures, and whether the Product brings the FCA or the Mark into disrepute.
- 1.8 Use of the Food Compliance Star is not limited to Products sold in Australia. Subject to these Rules, the Food Compliance Star may be used on Products sold outside of Australia.

- 1.9 FCA has filed a copy of these Rules with the Trade Mark Office in accordance with the requirements of application for a certified trade mark known as the Food Compliance Australia – Food Compliance Star Program Mark also known as the “Food Compliance Star” (the Mark).

## **2. Definitions**

The Dictionary in Schedule 1 defines certain terms used in these Rules.

## **3. Interpretation**

In the Rules, unless the contrary intention appears:

- a) A reference to a rule or subrule is a reference to a rule or subrule of these Rules;
- b) A reference to a rule is a reference to all its subrules;
- c) A reference to a schedule is a reference to a schedule of these Rules;
- d) Words in the singular include the plural and vice versa;
- e) Words importing a gender include any other gender;
- f) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- g) Use of the Mark on a Product includes use of the Mark on the Product itself or on any packaging used for the Product or on any drawings, designs, reports, brochures or advertising associated with the Product.

## **4. Authorised Certifiers**

- 4.1 Within the meaning of s173(2)(a) of the *Trade Marks Act 1995* (the Act), FCA may authorise in writing one or more Persons to act as a Certifier and to grant individual Licences allowing a Licencee to use the Mark in accordance with Licence Terms.
- 4.2 The FCA is the primary Certifier and may from time to time be the only Certifier.
- 4.3 From time to time and subject to terms of agreements with individual Certifiers, FCA may:

- a) Appoint additional Certifiers;
- b) Replace a Certifier with another Certifier; or
- c) Revoke, in writing, the authorisation, of a Certifier to grant Licences.

4.4 In the event that FCA appoints additional Certifiers, the Certifier must demonstrate an appropriate knowledge of the *Australia New Zealand Food Standards Code* (Recognised Product Standard). The minimum experience necessary to demonstrate an appropriate level of knowledge of the Recognised Product Standard will be two (2) years experience advising, developing and/or enforcing the *Australia New Zealand Food Standards Code* in a standards setting or regulatory capacity.

## **5. Administration of the Certification Scheme**

5.1 The Certifier must administer the Certification Scheme in a manner that, in the opinion of FCA:

- a) Provides use the Food Compliance Star in connection with a Product where either FCA or another Person authorised by FCA (Certifier) certifies that the food business that produces the Product have processes and procedures in place to conform to the Recognised Product Standard;
- b) Is conducted using processes and procedures that;
  - I. Are consistent with the requirements of the Recognised Product Standard (*Australia New Zealand Food Standards Code*);
  - II. Comply with the *Trade Practices Act 1974* (Cth);
  - III. Do not bring FCA or the Mark into disrepute; and
  - IV. Do not mislead or deceive third parties as to the nature, scope or extent of Certification offered under the Certification Scheme.

5.2 A Certifier must maintain contemporaneous documentation that describes the processes and procedures used to administer the Certification Scheme and must make such documentation available to any Person entitled to request it.

5.3 A Certifier must keep detailed records in relation to;

- a) Each Applicant requesting a Licence to use the Mark;

- b) The Licencees granted a Licence to use the Mark, the Certification undertaken to grant each such Licence, the Terms under which the Licence was granted and any restrictions on the Licence;
  - c) Those Applicants refused a Licence to use the Mark; and
  - d) Any renewal, revocation, alteration suspension, termination, surrender or restoration of a Licence to use the Mark.
- 5.4 A Certifier may approve the use of the Mark on a Product in combination with other Signs, subject to FCA in its absolute discretion having approved the Mark being used in each such combination.

## **6. Recognised Product Standard**

- 6.1 A Recognised Product Standard means a Standard that can be applied in Certification of Products at domestic law and includes:
- a) *Australia New Zealand Food Standards Code (the Code)*
- 6.2 Due to the constantly changing nature of the Code, FCA will use the current version of the Code available online from Food Standards Australia New Zealand. Between the hours of 9:00am and 5:00pm on any given Business Day, Head Office will direct Persons wishing to inspect the Code to the current version of the Code available online from Food Standards Australia New Zealand. The FCA website will also have a link to the current version of Code as maintained by Food Standards Australia New Zealand.

## **7. Certification**

### **7.1 Certification Assessment**

- 7.1.1 An application for a Licence to use the Mark shall be made in writing, accompanied by any relevant application fee, and addressed to the Business Manager and be in the form set out in Schedule 3.
- 7.1.2 Within a reasonable time of receiving an application from the Applicant, the Certifier must assess the Applicant's Products, processes and services.
- 7.1.3 If the Certifier is satisfied that:
- a) The Applicant meets the requirements of Certification in accordance with the Rules;
  - b) The Applicant is not in breach of the Licence (or any previous Licence) Terms (including payment of certification and/or licensing fees); and



- c) FCA is satisfied that the Product does not bring the Mark or the FCA into disrepute.

Then the Certifier will:

- a) Grant Certification and the Licence to use the Mark; and
- b) Provide documentation (a Certificate) to the Licensee as evidence that Licensee has been granted both Certification and the Licence to use the Mark.

7.1.4 The Certificate must set out the date on which Certification and the Licence expire and must include any special conditions, qualifications or restrictions in respect of the Licensee's Certification and Licence.

7.1.5 If the Certifier is not satisfied the Certification is appropriate, the Certifier must advise the Applicant promptly in writing, setting out the grounds for not granting Certification.

## **7.2 Certification Scheme**

7.2.1 An application made in accordance with clause 7.1 of these Rules shall normally include:

- a) Information relating to the market profile of the Products including but not limited to budgeted gross ex-factory sales of the Applicant for which a Licence to use the Mark is being sought;
- b) Sample of the Product and all intended packaging and promotional material;
- c) Information of all ingredients used in the Products, including but not limited to ingredient composition (percentage), ingredients that require mandatory declaration, identity of compound ingredients, and genetically modified ingredients;
- d) Analysis conducted on the Product to support information presented in the Nutrition Information Panel;
- e) Where appropriate demonstrated evidence of a Food Safety Program and auditing procedures; and
- f) Any other information that may be required to assess the Products compliance with the Code

7.2.2 The method by which a Certifier will assess an application will be through a process known as the Compliance Assessment System (CAS). The CAS is a desk

audit of processes and procedures associated with a Product that addresses each of the elements that are required to effectively manage compliance with the Recognised Product Standard (the Code).

7.2.3 Where States and Territories require a food business to implement a Food Safety Program subject to periodic audit by a suitably qualified food safety auditor, FCA will require demonstrated evidence of the implementation Food Safety Program by the food business and periodic auditing of the Food Safety Program by a Person approved as a food safety auditor under the relevant State, Territory and Commonwealth Acts as a Person competent to audit the relevant class of food business (Rule 1.2).

7.2.4 In the event that inconsistencies are identified in the compliance of a Product with the requirements of the Code, where possible, FCA will endeavour to assist the food business modify the information presented in the application into a format consistent with the requirements of the Code for reassessment with a view to Certification.

### **7.3 Co-operation and Access**

7.3.1 The Applicant must co-operate with the Certifier (and with its employees, agents and contractors) and must provide the information and access that the Certifier requires to assess the Applicant's Product for Certification.

7.3.2 The co-operation provided by the Applicant under subrule 7.3.1 must include reasonable access to the premises, facilities, documents and relevant records of the Applicant and access to the Applicants contractors and agents.

7.3.3 Once a Licence has been granted, the Licence must continue to co-operate with the Certifier and provide information and access that the Certifier requires to re-assess the Licensee's Products for Certification.

7.3.4 The Applicant must promptly comply with any reasonable request of the Certifier relating to the assessment of the Certification of the Applicant's Products.

### **7.4 Terms of Certification**

7.4.1 Where a Licensee has been granted a Licence to use the Mark in association with a Product the Licensee will be entitled to use the Mark on the Product itself or in association with the specified Product.

7.4.2 The Licensee must maintain its Products at the standard required for Certification and must comply with all reasonable requirements that the Certifier considers necessary to ensure Certification continues to be appropriate in accordance with the Licence terms.

7.4.3 The Licensee must promptly inform the Certifier of any change in its Products that may affect the appropriateness of the Certification including:

- a) Any significant change or modification to the Products covered by the Certification;
- b) Any change in the Site at which any assessed Product is produced; and
- c) Any change of ownership or control of the Licensee.

7.4.4 The Licensee must not:

- a) Engage in conduct likely to mislead, deceive or confuse any person in relation to the Licensee's Certification; or
- b) Otherwise misrepresent the nature, status, scope or effect of the Certification

7.4.4 The Licensee must promptly comply with any directions given by the Certifier to correct and conduct or representation that the Certifier considers in breach of subrule 7.4.3.

7.4.5 The Licensee must pay within 30 days from the date of invoice:

- a) Any fees set by the Certifier in relation to administering the Licence and in relation to any services provided in assessment, auditing, supervising, inspecting or testing;
- b) The royalties set by the Certifier for use of the Mark in accordance with Schedule 4;
- c) The costs of additional or unscheduled visits including the cost of special visits requested or those associated with a breach or potential breach of the Licence.

7.4.6 The Licensee will not be entitled to any refund of fees paid or costs incurred in event of any relinquishment, revocation, alteration or suspension of the Licence.

7.4.7 Upon the termination of the Licence (however the Licence is terminated) the Licensee must immediately discontinue all use of the Mark and all advertising material, packaging and other matter which contains the Mark or any reference to it. Any Products not already disposed of by the Licensee which bear the Mark must, if the Certifier so requires, be dealt with at the Licensee's expense so as to erase the Mark.

**7.4.8** The Certificate remains the property of the FCA and;

- a) Must be promptly returned on reasonable request of the Certifier or FCA or on expiry or cancellation of the Certification; and
- b) Must not be altered, modified, deface or destroyed without the Certifier's or the FCA's permission.

**7.5 Monitoring the Use of the Mark**

FCA may from time to time during the period of the Licence effect random sampling of such Products in the market place and may cause such sample Products to be analysed to ensure they meet the Recognised Product Standards prescribed in these Rules.

In the event that any of the Products do not meet the Recognised Product Standards in these Rules, FCA shall notify the Licensee in writing of the result of its sampling of the Products of the Licensee, and the Licensee shall follow the procedures outlined in the Australia and New Zealand Product Recall/Withdrawal Process.

**7.6 Restrictions on the Use of the Mark**

A Licensee must only use the Mark or claim by implication an entitlement to use the Mark in relation to the Products which are covered by the Licence and which comply with the appropriate Recognised Product Standard.

**7.7 Duration of Licence**

Due to the nature of the Recognised Product Standard in these Rules, FCA limits the duration of a Licence on a Product to a period of one (1) calendar year.

**7.8 Renewal of Licence**

Three (3) calendar months prior to expiration of the Licence on a Product, a Licensee must submit an Application Form (Schedule 3) for the renewal of the Licence associated with a Product.

FCA will reassess the compliance of the Product with the Recognised Product Standard, with particular reference to changes in the Product and to variations to the Recognised Product Standard that may have occurred in the previous 12 months.

In the event that inconsistencies are identified in the compliance of a Product with the requirements of the Code, where possible, FCA will endeavour to assist the food business modify the information presented in the application into a format

consistent with the requirements of the Code for reassessment with a view to Certification.

#### **7.9 Fees**

Fees will be detailed in a quotation submitted to the Applicant. Licence and Compliance Assessment Service Fees are outlined in Schedule 4 – Licence Fees.

#### **7.10 Relinquishment of Licence**

A Licensee may relinquish a Licence at any time by notice in writing to the Certifier and by the return of the Licence. The Licence (including any Schedules) will remain the property of the FCA and must be returned to the FCA in the event of its being relinquished, revoked, altered or suspended.

#### **7.11 Immediate revocation of Licence**

FCA reserves the right to immediately revoke a Licence on a Product in the event that a variation to the Recognised Product Standard comes into force immediately and that the variation would be applicable to a Product granted a Licence.

### **8. Reconsideration of Refusal**

8.1 An Applicant or Licensee (Claimant) may apply for review of a decision by the Certifier under subrule 7.1 (the Decision) by written request (the Request) to the Chief Executive of the Certifier (the Chief Executive). The Request must:

- a) Be made within 21 days of receipt of the Decision; and
- b) Include all grounds on which the review of the Decision is being sought.

8.2 Within 21 days of receipt of the Request and unless the Certifier has amended the Decision to the satisfaction of the Claimant, the Chief Executive's delegate must;

- a) Consider the Request, and, in so doing so, may refer to or appoint other Persons as the Chief Executive sees fit to assist the Chief Executive in reviewing the Decision;
- b) Make a determination on whether the Decision is substantially correct or whether the Decision should be changed pursuant to the Request (the Determination); and
- c) Record the Determination in writing including the reasons for the Determination.

- 8.3 Within 7 days of making the Determination, the Chief Executive (or Chief Executive's delegate) must provide a copy of the Determination and the reasons for the Determination to the Certifier and the Claimant.
- 8.4 Subject to Rule 9 below and within 21 days of receipt of the Determination, the Certifier must take the necessary steps to implement the Determination and must inform the Claimant of the steps taken to implement the Determination.

## **9. Mediation and Arbitration**

- 9.1 If the Determination confirms the Decision and the Claimant is not satisfied with the Determination, the Claimant may apply for independent mediation (Mediation) of the matter by written notice to the Certifier (the Mediation Request) within 14 days of receipt of the Determination of the Claimant.
- 9.2 If the Claimant has made a Mediation Request the Claimant and the Certifier will use their best endeavours to resolve the dispute by Mediation. Any agreement reached by Mediation will be final and binding on the parties.
- 9.3 The Claimant and the Certifier will nominate a mediator by agreement. If the Claimant and the Certifier do not agree to a mediator within 14 days of the Mediation Request, the mediator will be chosen by the Australian Commercial Disputes Centre (ACDC).
- 9.4 The mediator will establish the procedure governing the Mediation.
- 9.5 The Certifier and the Claimant will each bear their own costs of the Mediation and will pay an equal share of the fees of the mediator and any other costs of the Mediation.
- 9.6 Nothing done or not done by the mediator during any Mediation under this Rule 9 will be admissible in any subsequent court proceedings as evidence of partiality or bias or a breach by the mediator of the rules of natural justice.
- 9.7 If the dispute is not settled within 30 days of the commencement of Mediation (unless such period is extended by agreement of the parties), it must be submitted to arbitration under the Rules for the Conduct of Commercial Arbitrations published by the Institute of Arbitrators & Mediators Australia.
- 9.8 Nothing in this Rule 9 will prevent the Claimant and the Certifier from proceeding directly to arbitration or adopting an alternative form of dispute resolution acceptable to both parties.
- 9.9 The applicable law applying to this agreement is that in place in the Australian Capital Territory.

## Schedule 1 – Dictionary

In these Rules, unless the contrary intention appears:

**Act** means the *Trade Marks Act 1995 (Cth)*.

**Applicant** means a Person that applies to a Certifier requesting a Licence to use the Mark.

**Business Day** means a day other than a Saturday or a Sunday or an Australian public holiday.

**Certificate** means the documentation issues to the Licensee under the Certifier's Certification Scheme as evidence that the Licensee has been granted both Certification and the Licence to use the Mark.

**Certification** means written confirmation that a Product, process or service has been assessed as conforming to specified requirements.

**Certification Scheme** means a service for Certification administered by a Certifier and accepted by FCA for the purpose of licensing the Mark.

**Certifier** means either FCA or a Person authorised by FCA to administer a Certification Scheme under which Applicants may be granted Licences to use the Mark.

**Chief Executive** means the natural person or persons designated by FCA from time to time to perform the functions of a Chief Executive under Rule 8.

**Claimant** has the meaning given in Rule 8.

**Licence** means a licence allowing a Person to use the Mark in accordance with the Licence Terms.

**Licence Terms** means all terms and conditions under which a Person is permitted to use the Mark and includes these Rules (as amended from time to time), the Certifier's Terms and any special condition, qualification or restriction set out in the Certificate.

**Licensee** means a Person that is granted a Licence to use the Mark in accordance with the Licence Terms.

**Mark** means the trade mark set out in Schedule 2.

**Person** includes a body of persons whether incorporated or not.

**Product** means goods or services or a combination of goods and services provided or dealt with by a Person in the course of trade, of a class listed in Schedule 2.

## **10. Amendment of Rules**

- 10.1 FCA may apply for variation of these Rules (Variation) provided that it provides all Certifiers with written notice of any amendments and also allows Certifiers reasonable time to comment on proposed amendments.
- 10.2 Any amendment of the Rules will become effective when the Regulator approves the Variation.

## **11. Notices**

- 11.1 A party giving notice or notifying under these Rules must do so in legible writing and in English;
- a) Directed to the recipient's address for correspondence (being a street or postal address, facsimile number or email address) as nominated in accordance with the Certifier's terms or varied by notice; and
  - b) Hand delivered or sent by prepaid post, facsimile or email to that address.
- 11.2 A notice given in accordance with clause 11.1 is taken to be received:
- a) If hand delivered, on delivery of the notice to the addressee or on delivery to an offer, employee or agent of the addressee;
  - b) If sent by prepaid post, three business days from and including the date of posting;
  - c) If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice;  
or
  - d) If sent by email, when the sender receives an email receipt notice acknowledging delivery of the email to the addressee,
- subject to any receipt on a day which is not a Business Day or which occurs after 4.00pm (addressee's time) being deemed to be received at 9.00am on the next Business Day.
- 11.3 If required by FCA, a Certifier must within five Business Days forward notices provided by FCA to any Licensee or Applicant or to any group of Licensees and/or Applicants identified by FCA.



**Recognised Product Standard** means a Standard meeting the criteria set out in subrule 6.1.

**Regulator** means the Australian Competition and Consumer Commission (ACCC) and any successor there to having the exercise of powers to approve rules governing the use of certification trade marks registered under the Act.


**Rules** means these rules governing the use of the Mark.

**Sign** means a sign as defined in the *Trade Marks Act 1995* (Cth).

**Site** means any location from which a Product is provided.

**Standard** means a standard as defined in *ISO/IEC Guide 2 – Standardization and related activities – General vocabulary*, namely, a document, established by consensus and approved by a recognised body, that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the optimum degree of order in a given context.

## Schedule 2 – The Trade Mark

Trade Mark	Number	Class/Goods & Services	Owner	Status
	N/A	<b>Class: 29</b> Food and beverages in this class <b>Class: 30</b> Food and beverages in this class <b>Class: 31</b> Food and beverages in this class <b>Class: 32</b> Food and beverages in this class <b>Class:33</b> Alcoholic beverages in this class	Food Compliance Australia Pty Ltd	Initial Application for Certification Trade Mark

## Schedule 3 – Application Form

### Food Compliance Australia “Food Compliance Star Program”

This is an application to Food Compliance Australia Pty Ltd for a licence to be granted for the below mentioned product(s).

Product Name	Product Description	Budgeted Gross Annual Sales (ex-factory) <sup>1</sup>		Other Information
		Previous Year	Licence Year	

<sup>1</sup> Imports Goods - Budgeted Gross Annual Sales (FOB Australia)

#### APPLICANT DETAILS

Company Name	
ACN	
Company Address	
Parent Company (if applicable)	
Contact Name	
Position	
Contact Phone	
Contact Fax	
Contact Email	
Signature	
Date	

#### TO ACCOMPANY APPLICATION

**Note:** One (1) copy of the following information is required if sent electronically or alternatively two (2) copies are required if information is sent by prepaid post, by courier or hand delivered.

- a. Sample of the Product label and all intended packaging and promotional material;
- b. Information of all ingredients used in the Products, including but not limited to ingredient composition (percentage), ingredients that require mandatory declaration, identity of compound ingredients, and genetically modified ingredients;

- c. Analysis conducted on the Product to support information presented in the Nutrition Information Panel including name and accreditation of analytical facility and analyst;
- d. Where appropriate demonstrated evidence of a Food Safety Plan and of auditing procedures including name, accreditation and affiliation of independent auditors; and
- e. Any other information that may be required to assess the Products compliance with the *Australia New Zealand Food Standards Code* (the Code).

The completed application form, Product samples, and Product information required to assess the Products' compliance with the Code should be sent to:

**Prepaid Post**

Business Manager  
Food Compliance Australia Pty Ltd  
GPO Box 2135  
Adelaide South Australia  
5001

**By email**

Attention: Business Manager  
Email [info@foodcompliance.com.au](mailto:info@foodcompliance.com.au)

## **Schedule 4 – Licence Fee**

### **Calculation of Fees**

All fees and all formulae used to calculate the Licence and Compliance Assessment Service Fees are in Australia dollars and exclusive of GST.

### **Licence Fees**

For an Approved Product (Australian), the annual Licence fee is 0.5% (one-half of one percent) of budgeted annual gross ex-factory sales.

Similarly, for an Approved Product (Imported), the annual Licence fee is 0.5% (one-half of one percent) of budgeted annual gross sales (FOB Australia).

Annual Licence fee will not be less than \$2000 per Approved Product.

Annual Licence fee will not be more than \$50000 per Approved Product

For marketing organisations (or similar) of fresh produce or commodity-type foods, the annual Licence fees will be negotiated.

Food Compliance Australia Pty Ltd may at its discretion negotiate a different Licence fee to that which is specified above from time to time with any Person.

### **Compliance Assessment Service Fees (CAS)**

Food Compliance Australia Pty Ltd has developed a process known as the Compliance Assessment System (CAS), that measures a food for compliance with the Code. CAS addresses each of the elements that are required to effectively manage food compliance. CAS analyses a products strengths and weaknesses and measures the potential impact of any deficiencies.

The cost of the CAS review is \$5000 for the first food and \$2500 for additional foods, or such other costs as set by Food Compliance Australia Pty Ltd at its discretion.

Discounts apply to six or more products assessed at the same time

Please note the fees for the CAS are additional to the Licence Fee for the Food Compliance Australia Food Compliance Star Program. Deficiencies and noncompliance identified by the CAS process must corrected prior to the granting of a Licence for the Food Compliance Australia Food Compliance Star Program.

Food Compliance Australia Pty Ltd may at its discretion negotiate a different CAS fee to that which is specified above from time to time with any Person.