

**enrich360**

**Certification Trademark Rules**

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# **1. Introduction**

## **1.1 enrich360**

The enrich360 Program details a process whereby food waste is turned into enriched fertiliser by commercial kitchens and returned to the farms that grow the produce; or food waste is used for other valuable purposes. Commercial kitchens and their customers benefit from tastier, more nutritional produce, whilst improving our soil and helping to prevent soil degradation. Food waste is used in valuable and worthwhile outcomes, with the aim of reducing the quantity of food waste disposed of in landfill sites.

The enrich360 Program aims to achieve:

- a. value creation by productive use of food waste;
- b. harm reduction by reducing the volume of food waste in landfill;  
and
- c. traceability of food products throughout their lifecycle.

## **1.2 Certification**

enrich360 Certification confirms the involvement of those displaying the enrich360 Certification Mark in the enrich360 Program.

## **1.3 Logo**

The logo comprising the symbols, with or without the surrounding words, forming the Certification Trade Mark of enrich360 (as shown in Annexure 1) and is referred to, in these rules, as the enrich360 Trade Mark, the enrich360 Certification Mark or The Mark.

## **1.4 Ownership of The enrich360 Certification Mark**

The enrich360 Certification Mark is owned by Red Horizon Pty Ltd ACN 128 581 868 as trustee for the red Horizon Trust, as varied from time to time.

## **1.5 Licencing of The enrich360 Certification Mark**

The enrich360 Program Manager has the right to license the use of The enrich360 Certification Mark in accordance with the enrich360 Program.

## **1.6 Definitions**

In these Terms, unless the context clearly indicates a contrary intention:

**‘Accredited Organisations’** means those organisations or individuals accredited in accordance with clause 4.

**‘enrich360 Advisory Committee’** means the committee described in clause 7.6.

**‘enrich360 App’** means the mobile digital technology application developed by or on behalf of the enrich360 Program Manager to be used by the public in accessing the enrich360 Program.

**‘enrich360 IP Owner’** means Red Horizon Pty Ltd ACN 128 581 868 as trustee for the Red Horizon Trust, as varied from time to time.

**‘enrich360 Program’** means the program described in clause 1.1.

**‘enrich360 Program Manager’** means organisation specified in clause 1.4, as varied from time to time.

**‘Intellectual Property’** means:

- (a) The enrich360 Trade Mark; and
- (b) Any material related to the enrich360 Program.

## 2. Accreditation

### 2.1 Management of Process

The enrich360 Program Manager offers certification to those organisations and individuals demonstrating compliance with the enrich360 Program and enrich360 principles in their operations which meet enrich360 standards. Such organisations may be granted a license to use and display the enrich360 Certification Mark.

### 2.2 Types of Accreditation

Organisations and individuals may apply for accreditation as a member of the enrich360 Program in one or more of the following categories:

- a. Producer
- b. Product Distributor
- c. Retailer – Red

- d. Retailer – Gold
- e. Technology
- f. IT Traceability Provider
- g. Waste Distributor
- h. Composter
- i. Waste Processor
- j. Other

### **2.3 Accreditation Fees**

Accreditation fees will initially be \$100.00 per annum or part thereof, for the year commencing 1 July.

The enrich360 Program Manager may vary accreditation fees from time to time and between categories of accredited organisation.

### **2.4 Rights of Accredited Organisations and Individuals**

Accredited Organisations and Individuals will:

- a. Be granted a licence to use the Intellectual Property in accordance with the accreditation category; and
- b. Have their details and involvement with the enrich360 Program detailed in the enrich360 App.

## **3. Certification Process**

### **3.1 Certification**

The enrich360 Program Manager offers accreditation to those organisations that demonstrate compliance to the enrich360 Program in their operations. Such organisations may be granted a licence to use and display the enrich360 Certification Mark.

### **3.2 Audit of Compliance**

The evaluation of whether an organisation receives accreditation will be:

- a. Conducted by appropriately qualified personnel, with requisite training and experience in conducting audits of the type required to establish compliance with the enrich360 Program;
- b. An assessment of compliance with the objectives of the enrich360 Program;
- c. An audit of the organisations' conduct; and
- d. Other criteria as specified by the enrich360 Program Manager from time to time.

### **3.3 Information to be Provided**

Each applicant to become an Accredited Organisation shall provide to the enrich360 Program Manager such information as the enrich360 Program Manager may require.

## **4. Accreditation Standards**

Categories of Accredited Organisations will be required to attain the following standards:

### **4.1 Producer**

To attain accreditation as an accredited Producer, an organisation must:

- a. Use at least a specified proportion of fertiliser sourced from an accredited Composter or Waste Processor;
- b. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- c. Use the services of an IT Traceability Provider; and
- d. Pay the annual accreditation fee.

### **4.2 Product Distributor**

To attain accreditation as an accredited Product Distributor, an organisation must:

- a. Source at least a specified proportion of product from an accredited Producer;

- b. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- c. Use the services of an IT Traceability Provider; and
- d. Pay the annual accreditation fee.

#### **4.3 Retailer – Red**

To attain accreditation as an accredited Retailer - Red, an organisation must:

- a. Source at least a specified proportion of product from an accredited Product Distributor;
- b. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- c. Use the services of an IT Traceability Provider; and
- d. Pay the annual accreditation fee.

#### **4.4 Retailer – Gold**

To attain accreditation as an accredited Retailer - Gold, an organisation must:

- a. Source at least a specified proportion of product from an accredited Product Distributor;
- b. Use accredited Technology;
- c. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- d. Use the services of an IT Traceability Provider; and
- e. Pay the annual accreditation fee.

#### **4.5 Technology**

To attain accreditation as accredited Technology, the technology must:

- a. consist of:
  - i. approved methods of collecting and composting food waste *in situ* at Retailer locations; or



- ii. Other methods of processing food waste as may be approved by the enrich360 Program Manager from time to time;
- b. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee; and
- c. Pay the annual accreditation fee.

#### **4.6 Waste Distributor**

To attain accreditation as an accredited Waste Distributor, an organisation must:

- a. Collect organic waste from a Retailer – Red or Retailer - Gold;
- b. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- c. Use the services of an IT Traceability Provider; and
- d. Pay the annual accreditation fee.

#### **4.7 Composter**

To attain accreditation as an accredited Composter, an organisation must:

- a. Source at least a specified proportion of organic material to be used in compost from a source using accredited Technology;
- b. Comply with Australian Compost Standard AS4454;
- c. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- d. Use the services of an IT Traceability Provider; and
- e. Pay the annual accreditation fee.

#### **4.8 Waste Processor**

To attain accreditation as an accredited Waste Processor, an organisation must:

- a. Source at least a specified proportion of organic material to be used in compost from a source using accredited Technology;

- b. Comply with other appropriate standards as nominated by the enrich360 Program Manager;
- c. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- d. Use the services of an IT Traceability Provider; and
- e. Pay the annual accreditation fee.

#### **4.9 IT Traceability Provider**

To attain accreditation as an accredited IT Traceability Provider, an organisation must:

- a. Provide an IT software package that is able to achieve the it traceability requirements specified by the Program Manager;
- b. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee; and
- c. Pay the annual accreditation fee.

#### **4.10 Other**

The enrich360 Program Manager may, from time to time, specify other types of accreditation that can be granted under the enrich360 Program, along with all the standards that must be met by applicants for such accreditation. Required standards will include, but are not limited to:

- a. Satisfy the enrich360 audit program and any requirement specified by the enrich360 Advisory Committee;
- b. Use the services of an IT Traceability Provider; and
- c. Pay the annual accreditation fee.

## **5. Conditions for Use of The enrich360 Certification Mark**

### **5.1 Use of The enrich360 Certification Mark**

An organisation may use the enrich360 Certification Mark in conjunction with a product or service:

- a. Only:

- i. after completing an application form and undergoing an evaluation process by the enrich360 Program Manager;
  - ii. after being granted a licence or other authorisation by the enrich360 Program Manager; and
  - iii. in accordance with these rules;
- b. As detailed in any relevant contract;
- c. In accordance with the wording of the certificate and the accompanying certification statement;
- d. In accordance with any geographical restriction described in the certification statement.

## **5.2 Revocation of Licence**

The enrich360 Program Manager may revoke or suspend a licence if the organisation:

- a. Commits a breach of, or does not comply with, these rules; or
- b. Does not use The enrich360 Certification Mark in accordance with the licence; or
- c. Uses The enrich360 Certification Mark in a way that, in the opinion of the enrich360 Program Manager, might be misleading to the public or the market; or
- d. Is found, during an audit by an auditor appointed by the enrich360 Program Manager, to have a major system failure or product defect which is not rectified within the time determined by the enrich360 Program Manager; or
- e. Fails to pay any licence fees, costs or charges when due; 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 voluntary or compulsory) or has a receiver appointed to its business.

## **5.3 Consequences of Suspension**

The licence, if suspended in accordance with clause 5.2, shall remain suspended until the organisation can satisfy the enrich360 Program Manager that any breach has been rectified. If rectification of any breach does not occur within 30 days of the enrich360 Program

Manager giving notice of the breach, the enrich360 Program Manager may immediately terminate the licence.

## **6. Intellectual Property**

### **6.1 Ownership**

The enrich360 Program Manager retains ownership of all intellectual property related to the enrich360 Program at all times.

### **6.2 Licence to use Intellectual Property**

If required by the enrich360 Program Manager, an organisation will enter into the enrich360 Program Manager's standard IP licence as a pre-condition of use for the Intellectual Property. The organisation will use the Intellectual property strictly in accordance with the IP licence.

## **7. Disciplinary Action and Grievance Procedure**

### **7.1 Complaints**

Complaints of any kind, including those relating to applications to be accredited, fees, evaluation process, accreditation decisions, use of The enrich360 Certification Mark or any other complaint or dispute related to the services or activities of the enrich360 Program Manager, must be addressed to:

The Chairperson  
enrich360 Advisory Committee  
C/- 10 Thomas Street  
Yarraville, Victoria, 3013

### **7.2 Further Complaint**

If a complaint or dispute is not resolved in accordance with the process set out in clause 7.1, the complaint shall be addressed in accordance with clause 7.4.

### **7.3 Time Limits**

All complaints about any decision of the enrich360 Program Manager must be made within 14 days of the enrich360 Program Manager notifying the interested parties of its decision in accordance with clause 7.1.

## **7.4 Complaints Process**

Any complaint in accordance with clause 7.2 shall be determined by an adjudicator, who shall be either:

- a. The enrich360 Advisory Committee, if agreed by the parties; or
- b. Another body or individual agreed to by the parties within 30 days of the enrich360 Program Manager receiving written notification of a complaint; or
- c. If the parties are unable to agree on the appointment of an adjudicator, an individual or body appointed by the President for the time being of the Institute of Arbitrators and Mediators Australia (IAMA), with costs to be shared equally between the parties.

The adjudicators' decision, in the absence of manifest error, shall be final.

## **7.5 Disciplinary Action**

The enrich360 Program Manager may take disciplinary action against an Accredited Organisation if it is determined that the accredited organisation:

- a. Has failed to comply with the enrich360 Rules; or
- b. Refuses to support the purposes of the enrich360 Program; or
- c. Has engaged in conduct prejudicial to the enrich360 Program; or
- d. If the enrich360 Advisory Committee requests that disciplinary action may be taken.

Disciplinary action may include suspension or withdrawal of accreditation or expulsion from the enrich360 Program.

## **7.6 Enrich360 Advisory Committee**

The enrich360 Advisory Committee will consist of:

- a. Two members nominated by the enrich360 Program Manager;
- b. One member nominated by the enrich360 IP Owner;
- c. Two members elected by Accredited Organisations, with elections to be conducted in a manner seen fit by the enrich360 Advisory Committee.

## **8. General**

### **8.1 Licence Terms**

A licence to use the enrich360 Certification Mark shall be non-exclusive and non-transferrable, and otherwise on terms satisfactory to the enrich360 IP Owner.

### **8.2 Register**

A list of accredited members of the enrich360 Program shall be kept by the enrich360 Program Manager and shall be open for inspection.

### **8.3 Approval of Products and Services**

Granting of a licence or accreditation of an organisation is not to be inferred as approval or promotion of any particular product or service of the accredited organisation. The accredited organisation must not use accreditation to infer approval or promotion of that product or service.

### **8.4 Information Privacy**

The enrich360 Program Manager will use personal information only in accordance with the Privacy Act 2000 and the National Privacy Principles, as amended from time to time. The enrich360 Program Manager will take reasonable steps to protect personal information held from misuse and loss and from unauthorised access, modification or disclosure. Accredited organisations may enquire at any time as to what information the enrich360 Program Manager holds about them.

Accredited Organisations authorise the enrich360 Program Manager to make public their trading name, business contact details and product information.

When applying for accreditation, applicants grant the enrich360 Program Manager permission to release contact details.

### **8.5 Notices**

All notices to the enrich360 Program Manager must be addressed to:

10 Thomas Street  
Yarraville, Victoria, 3013

# ANNEXURE 1

## The enrich360 Certification Mark

