Australian Olive Industry
Code of Practice
Second Edition – October 2013
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Introduction

The Code was initially developed in 2005 to underpin and enhance the high quality of all Australian olive oil products and associated production processes. The Code has subsequently been revised to include table olives and other olive products, and relevant product standards.

The Code is intended to support quality, authenticity and confidence in the Australian olive industry and its produce. It incorporates the provisions of the Voluntary Industry Standard for Table Olives in Australia, the Australian Standard for Olive Oils and Olive Pomace Oils (AS5264-2011® which was introduced in July 2011), as well as the Australia New Zealand Food Standards Code and related legislation, the Competition and Consumer Act 2010, related State and Territory food safety and health legislation, and international rules and codes with similar aims, such as those of the American Oil Chemists Society (AOCS), International Standards Organisation (ISO), International Codex Alimentarius Commission (Codex).

The Code enhances industry efforts to educate consumers and to promote the quality of Australian olive products. This Code, finalised in February 2013, continues to provide assurance to consumers and provide certification and monitoring processes for producers of olive oil, table olives and other olive products.

We thank the numerous industry members across Australia and the many other stakeholders that have been involved since 2005 in the development of the Code. We believe that this is a major achievement for the Australian olive industry that will set it apart from other producers in a consumer-oriented and very positive way.

Paul Miller
President

Lisa Rowntree
Chief Executive Officer
Australian Olive Industry Code of Practice for Extra Virgin Olive Oil, Table Olives and other Olive Products

Incorporating the requirements of the Australian Standard for Olive Oils & Olive Pomace Oils (AS5264-2011®) & the Voluntary Industry Standard for Table Olives in Australia.

Note: The Certified Australian Extra Virgin™ symbol is to be used in conjunction with the symbol stating compliance with the Australian Standard for Olive Oil AS5264-2011®. This must be achieved by having the Standards Australia symbol “AS5264-2011®” immediately under or in close proximity to the Certified Australian Extra Virgin™ symbol.
Part 1– Purpose

1. Background

This Australian Olive Industry Code of Practice (The Code) is a non-prescribed voluntary industry code of conduct\(^1\) that sets out specific standards of conduct for an industry in relation to the manner in which it deals with its members as well as its customers. These standards are voluntarily agreed to by its signatories.

The Code is supported by various Certification Trade Marks (CTMs)\(^2\) owned by the Australian Olive Association Ltd (AOA). The rules governing the use of these CTMs are regulated under Section 173 the Trade Marks Act 1995\(^3\), and also subject to approval by the Australian Competition and Consumer Commission (ACCC)\(^4\).


In October 2012 The Rural Industries Research and Development Corporation (RIRDC) published a Voluntary Industry Standard for Table Olives in Australia\(^7\) developed by the AOA National Table Olive Committee that aims to ensure the authenticity and quality of Certified Australian Table Olives™️ and distinguish these from imported products by providing consumers with a recognisable “quality seal”, similar to certification arrangements already in place for Certified Australian Extra Virgin™️ olive oil.

The Code also includes labelling guidelines for flavoured olive oils for consistency with AS5264-2011®️.

The Code will be reviewed from time to time in consultation with interested parties, including Commonwealth, State and Territory Government agencies, as determined by the Board of Directors of the AOA.

2. Objectives

The objectives of the Code are to:

- Prescribe a course of action for signatories that will:

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\(^1\) Voluntary Industry Codes of Conduct: [http://www.accc.gov.au/content/index.phtml/itemId/783116](http://www.accc.gov.au/content/index.phtml/itemId/783116)
\(^2\) Certification Trade Marks (CTMs) [http://www.accc.gov.au/content/index.phtml/itemId/815802](http://www.accc.gov.au/content/index.phtml/itemId/815802)
\(^4\) ACCC: [http://www.accc.gov.au/content/index.phtml/itemId/142](http://www.accc.gov.au/content/index.phtml/itemId/142)
establish authenticity of and produce high quality Australian olive products;
provide assurance and confidence for consumers and investors in Australia and overseas in relation to Australian olive products;
deal effectively and expeditiously with complaints against a signatory; and

- Establish a “compliance culture” within the industry to ensure that signatories meet their legal obligations.
- Establish a process to assess and direct how breaches of The Code are to be rectified by signatories.

3. Interpretation

- **ACCC** is the Australian Competition and Consumer Commission the Australian Government agency responsible to ensure that individuals and businesses comply with Commonwealth competition, fair trading and consumer protection laws.

- **Adulteration of an olive product occurs:**
  - When a substance which should not be contained in that particular olive product for legal or other reasons is added to it and this addition is unwanted by the recipient. This substance could be an undeclared or illegal additive and/or a substitute of the olive product. A substitute of the olive product could differ from the original olive product by chemical composition, grade and/or method of production.
  - When it contains more or less than the quantity or proportions that are specified for that type of product in the Australian New Zealand Food Standards Code or by any State or Territory law or by Australian Standard AS5264-2011®, or the Voluntary Industry Standard for Table Olives in Australia.

- **AOA** is the Australian Olive Association Limited and its Board of Directors.

- **Appeal Process** is as detailed in Appendix No. 7 - Appeal Process & Committee Operations.

- **Applicant** is a Person who is proposing to become a Signatory.

- **Australian New Zealand Food Standards Code** details legislated Standards that apply to Australian Food Businesses.

- **AS5264-2011®** is the Australian Standard for Olive oils and olive-pomace oils as published by Standards Australia in July 2011.

- **Assessor** means a qualified person contracted/hired by the AOA to undertake a third party review of a signatory if required.

• **Batch** is a quantity of olive oil, table olives or other olive product produced at the same time or as part of the one operation.

• **Best Before Date (BBD)** is a date that signifies the end of the period during which the intact packaged item, if stored in accordance with stated storage conditions, will remain fully marketable and will retain any specific qualities for which express or implied claims have been made. A BBD is a compulsory requirement for a label of a product that will perish before two years. (Ref: FSANZ Date Marking User Guide to Standard 1.2.5)²⁹.

• **Binding Agreement** is the signed undertaking made by Signatories to The Code.

• **Breach of The Code** is any action or omission by a Signatory in contravention of the requirements of The Code as determined by the Code Administrator, or as upheld on Appeal to the Committee.

• **Checklist** is the COP Checklist provided in the document titled “Guide to Completing COP Checklist”.

• **Code Administrator** is the Code Administrator appointed under Section 18 (The Code Administrator) of The Code.

• **Code Compliance Monitoring** is as defined in Section 22(Monitoring of Code Compliance) of The Code.

• **Committee** is the Industry Appeals Committee established under Section 1(1)(a)19 (Industry Appeals Committee) of The Code.

• **Expelled Signatory** is a Person who has been expelled under the provisions of Section 9 (Expulsion) of The Code.

• **Financial Member** is a person or organisation who has paid their annual AOA membership fees and Code fees as and when the same were due.

• **Flavoured Olive Oil** is where an approved flavouring substance has been added during the processing of olives, or added to a base olive oil. Flavoured olive oils are not certified under The Code.

• **FSANZ Code** is the Australia New Zealand Food Standards Code which lists requirements for foods such as additives, food safety, labelling and GM foods.

• **GMP** is Good Manufacturing Practice.

• **HACCP (Hazard Analysis Critical Control Point)**¹⁰ principles are the principles used to establish a course of action to identify and control food safety hazards.

• **Labelling Breach** is statements or representations made on or in any labelling, packaging, logos or promotional material that is in breach of:
  - Australian Standard AS5264-2011®;

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– the Voluntary Industry Standard for Table Olives in Australia;
– the FSANZ Code, including the Code of Practice on Nutrient Claims in Food Labels and in Advertisements (CoPoNC)\(^{11}\);
– the Competition and Consumer Act 2010\(^{12}\) and State and Territory fair trading, food and weights and measures laws, or
– the product quality and labelling requirements of this Code.

- **Letter of Non-compliance** is the notice sent by the Code Administrator to a Signatory advising of a breach of The Code as established under Sections 23, 24, 25, (First Breach of The Code, Second Breach or Failure to Comply With Undertaking, Third and Subsequent Breaches) of The Code.

- **Non-compliant Signatory** is a signatory who has not paid their fees due under or in connection with The Code or has had their signatory status suspended or terminated under The Code.

- **Notice of Suspension** is a letter issued by the Code Administrator to a Signatory at their registered address to formally notify of a suspension from The Code, including details of the appeal process.

- **Olive oil** is as defined Sections 5 and 6 of AS5264-2011\(^{\circledast}\).

- **Olive product** is olive oil, table olives, any food products derived predominantly from olive oil or the fruit of the olive tree, any other products where an olive product is the characterising or predominant ingredient, or any product marketed as an olive product.

- **Outgoing Signatory** is a Person who has voluntarily withdrawn as a Signatory under the provisions of Section 8 (Voluntary withdrawal of a Signatory) of The Code.

- **Permitted Additives** is as specified in Appendix 1.

- **Permitted Flavours** is as specified in Appendix 1.

- **Person** is a person, corporation, partnership, association or any other body.

- **Producer** is any person who grows olives, buys olives, processes olives or any other part of the olive plant, or produces or trades in olive products.

- **Rectification Requirements** is the specific instructions provided to a Signatory or Suspended Signatory under Sections 23, 24, 25 (First Breach of The Code, Second Breach or Failure to Comply With Undertaking, Third and Subsequent Breaches) of The Code to address any Breaches of The Code.

- **Relevant Standards** is AS5264-2011\(^{\circledast}\), the Voluntary Industry Standard for Table Olives in Australia, and any other standards referred to in this document.


• **Signatory** is a signatory to The Code and licensed to use The Trademarks. (See also Non-compliant Signatory, Suspended Signatory, Expelled Signatory and Outgoing Signatory).

• **Suspended Signatory** is a Person who has been suspended under the provisions of Section 11 (Suspension) of The Code.

• **Table Olive** is as defined in Section 2 of the Voluntary Industry Standard for Table Olives in Australia.

• **Testing** is testing and/or analysis of olive products to ascertain whether the product conforms to the requirements of AS5264-2011®, The Voluntary Industry Standard for Table Olives in Australia, Food Standards Australia New Zealand Code, the Relevant Standards or any other standards, legislation and guidelines associated with The Code, or any other legislation applying to the product.

• **The Code** is this Australian Olive Industry Code of Practice document, including Appendices as may be issued or amended from time to time by the AOA.

• **The Trademarks** are AOA’s registered trademarks as described in Appendix No. 9 – Certification Symbols which may be supplemented from time to time and any other logo, certification symbol or other insignia or devices proclaiming, indicating or inferring that the producer, wholesaler, retailer of a particular product is a Signatory.

• **Voluntary Industry Standard for Table Olives in Australia** is a voluntary industry standard for table olives published by RIRDC in October 2012.
Part 2 – Application

4. Application
The Code applies to and is binding on the AOA and each Signatory.

5. Eligibility to apply to be a Signatory
(a) Any Person who has not previously had their status as a Signatory suspended or terminated, who is a current financial member of the AOA, other than an associate member, shall be eligible to make application to become a Signatory to The Code.
(b) Any Person who has previously had their status as a Signatory terminated and who has served a 12 month period of expulsion may make a new application to become a Signatory that will be considered under Section 11 (Suspension) of The Code.
(c) All applications will be considered by the AOA Board of Directors.

6. Binding Agreement
(a) If approved, each Applicant shall be required to sign a Binding Agreement to affirm that they agree to be bound by the terms, conditions and obligations imposed by The Code.
(b) If not approved an Applicant may lodge an Appeal that will be considered by the Committee.

7. Amendments to The Code
(a) The provisions of the Code may be amended by the AOA from time to time, as approved by the ACCC.
(b) Approved amendments shall be notified in writing to all signatories by publication on the AOA web-site and thereafter will be binding on each Signatory.
(c) The Code shall be periodically reviewed in accordance with Section 29 (Review of The Code).

8. Voluntary withdrawal of a Signatory
(a) A Signatory (“Outgoing Signatory”) may cease to be a Signatory by serving written notice to that effect on the AOA. The Outgoing Signatory shall be taken to have withdrawn from the date of receipt of such notice by the AOA.
(b) The Outgoing Signatory shall continue to be liable for breaches of The Code arising from conduct prior to the date of its withdrawal notwithstanding such withdrawal.

(c) A Signatory who experiences crop failure or who sells their olive fruit, but who still wishes to remain a Signatory to The Code can apply to the Code Administrator to have their current years Code fees waived, without needing to re-apply in the following year.

9. Expulsion

(a) The Code Administrator shall expel a Signatory (“Expelled Signatory”) if:
   (i) the Expelled Signatory ceases to become a Financial Member of the AOA;
   (ii) the Expelled Signatory has failed to pay any fee due and payable by it under The Code and such fee remains unpaid for a period of two calendar months after the date of any invoice for that fee issued to that Signatory; or
   (iii) the Expelled Signatory has failed to comply with the requirements set out in a Notice of Suspension within a period of twenty-eight (28) days from the date of the Notice of Suspension or such later date as may otherwise be specified in the Notice of Suspension; and

(b) The Expelled Signatory shall have access to an Appeal Process through the Committee.

10. Effect of withdrawal or expulsion

Upon voluntary withdrawal or expulsion of a Signatory:

(a) all references to the outgoing or Expelled Signatory may be deleted from all COP advertising material, websites and any other media that displays lists of Signatories;

(b) the license granted under Section 5 (Eligibility to apply to be a Signatory) in favour of the outgoing or Expelled Signatory shall terminate;

(c) the outgoing or Expelled Signatory must immediately cease all use of the Trademarks.

11. Suspension

(a) The Code Administrator may suspend a Signatory (“Suspended Signatory”) by notice (“Notice of Suspension”) in writing in the circumstances as detailed in Sections 23, 24, 25 (First Breach of The Code, Second Breach or Failure to Comply With Undertaking, Third and Subsequent Breaches.) of the Code.
(b) A Notice of Suspension:
   • shall set out the reason(s) for the decision to suspend;
   • shall set out the Rectification Requirements that the Suspended Signatory must action to have the suspension lifted;
   • shall provide advice of the Appeal Process as set out in Appendix No 7 - Appeal Process & Committee Operations, and
   • may contain such other information or requirements as The Code Administrator determines.

(c) The Suspended Signatory shall have access to an Appeal Process through the Committee.

12. Effect of suspension

(a) During the period of any suspension the following restrictions apply to the Suspended Signatory:
   • the Suspended Signatory shall not hold out to any person that it is a Signatory without also disclosing in writing that it is under suspension;
   • products or advertising of the Suspended Signatory sold or published shall not bear any of the Trademarks or any representation or inference that the Suspended Signatory is a Signatory; without written permission from the Code Administrator.
   • the Suspended Signatory shall otherwise continue to be bound by its obligations under The Code.

(b) During the period of any suspension the Code Administrator may notify third parties who hold stock of the Suspended Signatory’s product bearing any of the Trademarks or any other certification, logo or symbol indicating or inferring that the Suspended Signatory is a Signatory, that such product is non-compliant with the Relevant Standards.

(c) The Code Administrator may only lift a suspension where The Code Administrator is satisfied that a Suspended Signatory has completed all of the Rectification Requirements as set out in the relevant Notice of Suspension.

13. Trademarks

Signatory to have license to use certain Trademarks

(a) The AOA will, from time to time, develop, own and license the Trademarks to Signatories

(b) Upon written advice of the Code Administrator an Applicant will become a Signatory and shall be licensed to use the Trademarks on the following terms:
(c) To apply the relevant Trademarks to the Signatory’s olive products and associated advertising or promotional material in accordance with The Code;

- The term of the license shall be for so long as the Signatory is a Signatory and provided the relevant Signatory has not been suspended or expelled or themselves withdrawn;
- The Signatory shall not be entitled to alter the Trademarks and each of the Trademarks shall only be applied strictly in accordance with the requirements as set out in Appendix No.9 - Certification Symbols.

14. Responsibilities of Signatories

(a) Each Signatory shall take all reasonable steps to ensure that the olive products it produces, purchases, sells, offers for sale or trades in comply with the Relevant Standards and with any Local, State or Federal Government laws.

(b) Each Signatory shall:

- observe good and proper production and marketing practices for olive products;
- refrain from engaging in any conduct which breaches any relevant fair trading, environmental, food or health laws. Such conduct includes, but is not limited to:
  - adulteration of a product;
  - misrepresentation regarding the source of a product, or its composition, grade, contents or the like;
  - misleading or deceptive labelling of a product;
  - meaningless descriptions or labelling of a product;
  - misleading or deceptive packaging of a product; or
  - misleading or deceptive promotion or advertising in respect of a product;

(c) Each Signatory must:

- develop and maintain a compliance program to ensure that they comply with all aspects of The Code consistent with AS3806-2006, as amended from time to time;
- adopt proper complaints handling procedures that are consistent with AS ISO 10002-2006, as amended from time to time;
- in the case of food products, adopt a food safety program consistent with HACCP Principles as outlined in the HACCP Style Food Safety Plan for Olive Oil and HACCP Style Food Safety Plan for Table Olives;
• adopt a product traceability system consistent with FSANZ Code as referenced in both the HACCP Style Food Safety Plan for Olive Oil and The HACCP Style Food Safety Plan for Table Olives;

• abide by any applicable quality and labelling requirements including those described in Appendix No 2: Product Labelling.

• Ensure compliance with all state, territory and national environmental laws and regulatory requirements.

• refrain from doing anything or causing anything to occur that might have the effect of bringing The Code into disrepute;

• Provide a disclosure in response to any enquiries made by The Code Administrator relating to its produce, systems for compliance with The Code or any matter relating to code administration.13

15. Records

(a) Each signatory must keep records for the previous five years sufficient to demonstrate the Signatory’s compliance with the provisions of The Code.

(b) Upon request a Signatory must provide the Code Administrator with access to or copies of such records, as the Code Administrator shall stipulate. If required the signatory must provide access to an AOA third party Assessor to undertake an onsite inspection to verify compliance with The Code.

16. Commencement

The Code comes into effect twenty-eight (28) days after the publication date of its adoption by the AOA Board of Directors.

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13 Detailed information about the responsibilities of signatories can be found in the “Guidelines for Completing the Checklist” document.
Part 3 - Administration

17. Administration

(a) The AOA Ltd shall:

- appoint the Code Administrator to administer The Code;
- appoint the members of the Industry Appeals Committee (Committee);
- act upon such of the recommendations of the Code Administrator as they see fit and act in its own name to enforce the provisions of The Code;
- monitor the operation of The Code;
- propose amendments to The Code after consultation with relevant interested parties;
- promote The Code and its benefits;
- co-operate with or enter into an agreement with any other person or organisation as it sees fit to advance the principles, objectives and effective operation of The Code.

(b) The AOA may determine fees to be paid by Signatories. (Subject to meeting any ACCC requirements)

18. The Code Administrator

(a) The Code Administrator:

- Shall provide each Applicant with written materials and other information regarding The Code prior to signing;
- May liaise with each Applicant prior to or after signing to ensure that they understand The Code and their obligations under it;
- Shall respond to any enquiry or questions raised by any Applicant or Signatory;
- May from time to time provide information circulars to update and educate Signatories on the operation of The Code;
- Shall create and maintain a database comprising the names, addresses, contact numbers, email address, hectares, literage, brands and any other relevant details of Signatories.
- Shall promote the Trademarks;
- Shall address any alleged breaches of The Code, in accordance with Sections 23, 24 and 25 (First Breach of The Code, Second Breach or Failure to Comply With Undertaking, Third and Subsequent Breaches) of The Code.
• Shall receive, investigate and deal with complaints or relevant information from Signatories or members of the public and allegations, and any other matter referred by the AOA.
• Shall comply with all financial record keeping and reporting obligations
• May refer a complaint against a Signatory to the Signatory before taking any further action.
• Shall act on decisions of the Committee following an appeal.

(b) As part of the Appeal process the Code Administrator shall refer to the Committee any matter where a complainant or Signatory is dissatisfied with a decision of the Code Administrator. The Appeal Process is set out in Appendix No. 7 – Appeal Process & Committee Operations

(c) The Code Administrator may delegate any of its functions as approved by the AOA Board of Directors and on such conditions as it may determine in its discretion.

19. Industry Appeals Committee (Committee)

(a) The Committee is established and its members are appointed by the AOA.

(b) The Committee shall consist of no less than three (3) and no more than five (5) members.

(c) Of the members of the Committee:
   • one shall be a person appointed by the AOA as Chairperson, being a person who:
     – has judicial experience;
     – has no affiliation with or financial interest in any aspect of the olive industry; and
     – has not been affiliated with or had a financial interest in any aspect of the olive industry within the last 5 years; and
   • one shall be a person who has relevant skills and experience in food safety,
   • one shall be a person representing consumer and community interests;
   • up to two further people may be appointed by the AOA of whom:
     – one is to be a person who has expertise in table olives; and
     – one is to be a person who has expertise in olive oil.

(d) The functions of the Committee are as follows:
   • to hear and determine any Appeal under the provisions of Appendix 7 - Appeal Process & Committee Operations of The Code;
• to ensure that the Code Administrator performs its functions in a proper, effective and efficient way;
• any other function given to the Committee by or under The Code.

(e) Members of the Committee shall be appointed for a term of three (3) years. Members may be reappointed to the Committee following expiry of their term.

(f) The AOA shall fill casual vacancies or vacancies arising from retirement of members of the Committee.

(g) The AOA may appoint any qualified nominee who has accepted a nomination in writing.

(h) Before being appointed each Committee member shall disclose to the Committee and the AOA all interests he or she may have in, or connections he or she may have with, the olive industry.

(i) During the period of his or her appointment as a member of the Committee each member shall disclose to the Committee and the AOA details of any acquisition of any interests or commencement of any connection of the kind referred to in (h) above.

(j) Committee Members may be paid a fee and/or reimbursed expenses in accordance with AOA Policy document 2011-10-001 as revised from time to time.

(k) Committee Members shall notify fellow members of any actual or potential conflict of interest that may arise in relation to any issue that they may be required to deliberate upon and shall immediately disqualify themself from and withdraw from any discussions regarding the same.

(l) The quorum necessary for the transaction of the business of the Committee is three members.

(m) If the Chairperson is not present at a meeting of the Committee, the members present shall elect one of them to chair the meeting.

(n) Meetings of the Committee may be convened through video, telephone conferencing or by other electronic means.

(o) In the event that a decision is put to a vote, all members of the Committee (including the Chairperson have a deliberative vote.

(p) In the event of a tied vote, the Chairperson shall also have a casting vote.

20. Administrator Reports

(a) The Code Administrator shall report at least annually to the AOA Board of Directors on the operation of The Code and the outcomes of any meetings of the Committee.
21. Monitoring of Products

(a) The AOA shall conduct a testing program as described in Appendix No 5 – Product Monitoring, in respect of the products of both Signatories and non-signatories.

(b) The results of any testing under Section 21 (a) above shall be deemed to be accurate in the absence of compelling evidence to the contrary.

(c) The AOA may determine which testing bodies will carry out testing for the purposes of The Code, and may use bodies endorsed by the International Codex Alimentarius Commission (Codex), National Authority for Testing Agencies (NATA), the American Oil Chemists Society (AOCS) or such other relevant organisation at its discretion as listed in Appendix No 6 - Approved Testing Bodies.

(d) If a test result establishes a breach of The Code, the Code Administrator shall notify the Signatory, being the producer or seller of the sample in question, and invite the same to submit a further sample for independent testing at that Signatory’s expense.

(e) A Signatory may initiate testing of an olive product. The Code Administrator may consider the results of such testing if and only if:
   • the requirements of Appendix No. 5- Product Monitoring have been followed;
   • the initiating Signatory pays for all product sample collection and the testing; and
   • all of the results of such tests are provided to the Code Administrator.

22. Monitoring of Code Compliance

The AOA Board of Directors may authorise the Code Administrator to implement Code Compliance Monitoring in accordance with any terms and conditions that it shall decide may be appropriate. This may include verification that items on the Code of Practice Checklist are being adhered to.

23. First Breach of The Code

(a) If, in the opinion of the Code Administrator, any information made available to the Code Administrator (including but not limited to the results of testing carried out under Section 21 above) indicates that there has been a Breach of The Code by a Signatory, the Code Administrator shall issue a ‘First Letter of Non-compliance’ to the relevant Signatory:
• setting out details of such breach;
• requiring that within the period specified by the Code Administrator (being a period of not less than fourteen (14) days of the date of such letter) the relevant Signatory shall provide to the Code Administrator:
  – details and the results of all tests performed on the product Batch in question; and/or
  – an explanation for the breach in question;
and
• any such other information requested as deemed relevant by the Code Administrator.

(b) If the Code Administrator is satisfied by the response received from the relevant Signatory that there has been no Breach of The Code, it may determine that no further action be taken.

(c) If, within the time referred to in Section 23 (a) above, the Signatory fails to provide responses, information or details of tests and test results that satisfy the Code Administrator, or that the information referred to in Section 23 (a) above is inaccurate, the Code Administrator may determine that a breach has occurred.

(d) If the Code Administrator determines that a Breach of The Code has occurred, the Signatory must be advised in writing of the breach, and details of any Rectification Requirements and of the Appeal Process.

(e) Subject to the outcome of any Appeal Process, the Code Administrator shall ensure that samples of the relevant product be included in the next two rounds of product testing as detailed in Section 21 (Monitoring of Products) above.

(f) The Code Administrator must maintain and may publish a record of any breaches of The Code for a period of three (3) years.

24. Second Breach or Failure to Comply With Undertaking

(a) If, a Signatory is found to be in Breach of The Code (‘the first breach’), and within a period of three years from the date of the breach the Signatory is again found by application of Section 23 (First Breach of The Code) to be in Breach of The Code (‘the second breach’) or if a Signatory fails to comply with a Rectification Requirement determined under Section 23, then in that case the Code Administrator shall issue a ‘Second Letter of Non-compliance’ to the Signatory setting out:
  • details of such second breach or the breach or failure to comply with a Rectification Requirement;
  • requiring that within the period specified by the Code Administrator (but not less than fourteen (14) days of the date of such letter) the relevant Signatory must provide:
− details and the results of all tests performed on the product Batch in question; and/or
− an explanation for the breach in question;
and
− any such other information requested as deemed relevant by the Code Administrator.

(b) If, within the time referred to in Section 24 (a) above, the Signatory fails to provide responses, information or details of tests and test results that satisfy the Code Administrator, or that the information referred to in Section 24 (a) above is inaccurate, the Code Administrator may determine that a second breach has occurred.

c) If the Code Administrator is satisfied by the response received from the Signatory that there has been no Breach of The Code, it may determine that no further action be taken.

d) If the Code Administrator determines that a second Breach of The Code has occurred, the Signatory must be advised in writing of the breach, and details of any Rectification Requirements and of the Appeal process including providing access to third party Assessor approved by the AOA to verify the compliance with The Code at the Signatories expense.

e) Subject to the outcome of any Appeal Process, the Code Administrator shall ensure that samples of the product be included in the next three rounds of product testing as detailed in Section 21 (Monitoring of Products) of The Code. The relevant Signatory shall pay all of the costs of having such subsequent testing carried out.

25. Third and Subsequent Breaches

(a) Where, the Code Administrator becomes aware that a Signatory has failed to comply with Rectification Requirements or in the event of a third or subsequent breach within a period of three(3) years from the date of the first breach in respect of any of the relevant Signatory’s products or activities, the Code Administrator shall issue a ‘Third Letter of Non-compliance’ to the relevant Signatory setting out details of such breach or breaches and invite the relevant Signatory to explain the same within such period as the Code Administrator may stipulate in the Notice (but being a period not less than fourteen (14) days).

(b) If the Code Administrator is satisfied by the response received from the relevant Signatory that there has been no Breach of The Code, it may determine that no further action be taken.

(c) If the Code Administrator determines that a third Breach of The Code has occurred, the Signatory must be advised in writing of the breach, and details of any Rectification Requirements and of the Appeal process including providing
access to third party Assessor approved by the AOA to verify the compliance with The Code at the Signatories expense.

(d) In the event that a Signatory lodges an Appeal against a decision made by the Code Administrator, the Committee may determine whether any imposed sanctions should be suspended for the duration of the Appeal Process.

(e) If the Code Administrator does not receive an explanation or an adequate explanation from the relevant Signatory with regard the breach or breaches within the stipulated period (but not less than fourteen (14) days), the Code Administrator may take any or all of the following actions:

(f) Suspend the relevant Signatory from the rights and benefits of The Code for such period as it sees fit and publicise that suspension in any way that the Code Administrator sees fit. In that event the Code Administrator shall notify the relevant Signatory in writing of the suspension.

(g) Expel the relevant Signatory and publicise that expulsion in any way that The Code Administrator sees fit. In that event the Code Administrator shall notify the relevant Signatory in writing of the expulsion.

(h) Publish information in any form or manner that the Code Administrator sees it relating to the suspension or expulsion as the case may be including but not limited to details of the breach or breaches, any test results and expert scientific interpretation of such results.

(i) Notify, and provide full details of, the suspension or expulsion as the case may be to, the Australian Competition and Consumer Commission (ACCC) and of the results of the tests carried out on the relevant Signatory’s product and request that the ACCC investigate the same and consider taking action in relation to the conduct in question.

(j) Notify and provide full details of, the suspension or expulsion as the case may be to, any other relevant Commonwealth, State or Territory agency and of the results of the tests carried out on the relevant Signatory’s product and request that any breaches of the relevant legislation be investigated.

(k) Notify wholesalers, retail outlets, trading associations and any relevant organisations or third parties of the suspension or expulsion as the case may be and of the results of the tests carried out on the relevant Signatory’s product.

(l) Where any breach of The Code or failure to comply with a Rectification Requirement by a Signatory involves an alleged breach of a Commonwealth, State or Territory law, the AOA may institute in its name legal proceedings for damages, injunctive or other relief aimed at preventing further breaches by the relevant Signatory.

(m) Once expelled, an Expelled Signatory may following the specified period of expulsion (Section 5 (b)) re-apply to be a Signatory of The Code. Such application will be on the same terms as any other application in accordance
with The Code but in addition the following factors may be taken into account when determining whether or not the application is to be accepted:

- The extent of any previous breach or breaches of The Code by the Applicant;
- The flagrancy of such breaches;
- Any changes made by the applicant to its culture, processes and practices during the period of any expulsion;
- Any written undertaking given by the Applicant with respect to its future conduct and compliance with the requirements of The Code; and
- Any other matter which the Code Administrator believes to be relevant.

26. Publicity Procedures

From time to time, the AOA may develop, initiate and maintain processes to develop awareness and understanding of The Code.

27. Signatory to Keep Staff Informed

Each Signatory shall give adequate instructions to and provide proper training to its employees, agents and related persons about its existence of The Code (and any amendments to it when they are made) and the requirements of it as they relate to the Signatory, its products and its business practices.

28. Reporting Procedures

The AOA shall produce and make available on its website an annual report regarding The Code and its administration during the previous year.

29. Review of The Code

(a) The Code and its administration may be reviewed and evaluated by the AOA, assisted by the Committee, at least every two years.

(b) The AOA may seek comments from interested parties regarding each review and evaluation of The Code, and on any proposed amendments, whether arising from the review and evaluation process or otherwise.

30. Notices

Any notice, request or notifications to be given under The Code may be sent by mail, or personal delivery to the registered address of the Signatory. Such communication shall be deemed to have been received:

(a) in the case of mail, after two days from certified posting, and
(b) in the case of personal delivery, when delivered.

31. Complaints

It is recognised that complaints may be made from time to time by Signatories to the Code, non-signatories, and by members of the public.

All enquiries or complaints regarding the operation of The Code should be addressed in writing to the Code Administrator at the address of the AOA.

All appeals against decisions made by the Code Administrator shall be referred to the Committee.

32. Appeals

A Signatory or applicant who is dissatisfied with a determination of the Code Administrator has the right to appeal that determination.

Such an appeal will be heard by the Committee in accordance with the appeal process set out in Appendix 7 - Appeal Process & Committee Operations.

33. Releases

From the date it becomes a Signatory to The Code each Signatory releases each of the following from all and any claims which that Signatory may have or claim to have arising out of the application of or administration of The Code or any other claim whatsoever howsoever arising:

(a) The Code Administrator;
(b) Each member of the Committee;
(c) The AOA; and
(d) Each director of the AOA
AUSTRALIAN OLIVE INDUSTRY
CODE OF PRACTICE MANUAL

APPENDICES
34. Appendix No. 1 – Permitted Additives and/or coadjuvants

1.1 Permitted Coadjuvants – Olive Oil Processing:
Enzymes (pectinases, cellulases and hemicellulases) talcum or micro talcum powder (hydrated magnesium silicate) or water may be used as processing aids during the olive oil extraction process. As they are technological coadjuvants, these should not be detectable in the final product.

1.2 Permitted Additives – Table Olive Processing
As stipulated in Section 6 of the Voluntary Industry Standard for Table Olives in Australia, approved food additives including acidity regulators; antioxidants; firming agents; flavour enhancers; flavouring agents; preservatives, colour retention agents; processing aides, and colourings must be of food grade quality, be used in accordance with GMP and comply with the Australia New Zealand Food Standards Code.

1.3 Permitted Additives – Flavoured Olive Oils

Given there are no quality standards established to test compliance with the Code, flavoured olive oils are not able to be certified under The Code.

Producers of flavoured oils however must meet the requirements of Food Standards Australia New Zealand - Food Standards Code, Standard 1.3.1 Food Additives Section 11 Permitted flavouring substances.

Note: Once flavouring has been added to Extra Virgin Olive Oil it is no-longer “Natural Olive Oil” for the purposes of AS5264-2011®.
Product Labelling

APPENDIX No. 2

35. Appendix №. 2– Product Labelling

2.1. General Provisions for Product labelling

In accordance with Part 14 (b) of the Code, each Signatory shall refrain from misleading or deceptive labelling of a product. Such conduct includes but is not limited to:

- The application of show / competition award decals that do not directly apply to the contents of the package.

2.2. Extra Virgin Olive Oil Labelling Requirements

A visual Labelling Guide\(^\text{14}\) for front and back labels consistent with AS5264-2011\(^\text{®}\) is available for downloading from the members lounge on the AOA website [www.australianolives.com.au](http://www.australianolives.com.au)

Producers also need to ensure that they are familiar with sections 2, 3, 7 and 8 of the Codex General Standard for the Labelling of Pre-packaged Foods (Codex STAN 1-1985 – Rev 1-1995)\(^\text{15}\) and the standards applying to food intended for direct sale to consumers in the Food Standards Australia New Zealand - Food Standards Code.

- **Name of the product:** The labelling on each container shall indicate the specific grade of the product. Indications shown on the labelling shall not mislead the purchaser, particularly as to the characteristics of the oil concerned, or by attributing to it properties which it does not possess, or by suggesting that it possesses special characteristics where those characteristics are common to most oils.

- **Permitted Grades of edible natural olive oils, refined olive oils and olive-pomace oils**
  - Extra Virgin Olive Oil.
  - Virgin Olive Oil.
  - Refined Olive Oil.

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\(^{15}\) Codex STAN 1-1985: [http://www.codexalimentarius.org/download/standards/32/CXS_001e.pdf](http://www.codexalimentarius.org/download/standards/32/CXS_001e.pdf)

Refined Olive-Pomace Oil.


The designations shall be prominent and clearly legible in full in the principal display panel of the label. Any other designations (e.g. Olive Oil, Pure Olive Oil, Light or Lite Olive Oil, Extra Light or Lite Olive Oil) shall not be used.

No adjective of any kind (e.g. Premium, Super, Light, Lite, Pure) shall be used together with the approved designation of oils by presenting them on the same line as, or having equal or greater prominence than, the designation.

- **Net contents**: Compliance with the National Measurements Act 1960 and subordinate regulations is mandatory for all packaged foods.
- **Name and address**: The name and address of the manufacturer, packer, distributor, importer, exporter or seller shall be declared.
- **Country of origin**: The use of the country or countries of origin on the label shall comply with the Food Standards Australia New Zealand - Food Standards Code requirements and the Competition and Consumer Act 2010.

Words describing country or region of origin (e.g. Barossa Valley, Hunter Valley, Australian etc.); oil character (e.g. mellow, fruity, robust, delicate, etc.); and/or processing method (e.g. cold pressed, first extraction, etc.) shall only be used where the information can be substantiated and does not mislead consumers.

- **Lot identification**: Each container shall be embossed or otherwise permanently marked in code or in clear writing to identify the producing factory and the lot.

- **Best-before date**: The best-before date shall be declared. Certified Olive Oils shall not display a best-before date greater than two years from the date of packaging. Harvest date may also be included on the label. The best-before date shall be supported by technical evidence. Methods used to determine oil durability may include (a) Oil oxidative stability index (b) Fatty acid profile and antioxidant content.

- **Optional indications**: The words ‘organic’ and/or ‘biodynamic’ shall only be used to describe the oil where the oil complies with the requirements of AS 6000. NOTE: Standards Australia Miscellaneous Publication MP 100 specifies procedures for the certification of organic and biodynamic products that conform to AS 6000. Appendix C of AS 6000 details the process and requirements for determining additional systems of conformity assessment that may be acceptable.

- **First cold pressing**: The indication ‘first cold pressing’, ‘cold pressing’, or similar, may appear only for virgin or extra virgin olive oils obtained from a
first mechanical pressing of the olive paste by using a mechanical, hydraulic or centrifugal press at a temperature that does not lead to significant thermal alterations. The indication ‘cold extraction’ or ‘cold crushed’, or similar, may appear only for virgin or extra virgin olive oils obtained by any mechanical or other physical means at a temperature that does not lead to significant thermal alterations.

- **Storage instructions**: The label shall include specific storage conditions (e.g. dark conditions and cool temperatures) necessary to ensure the validity of the best-before date declared on the label. The statement of those conditions shall be of equal or greater prominence as the best-before date.

2.3 **Table Olives Labelling Requirements**

Table olives must be labelled in accordance with the Codex General Standard for the Labelling of Pre-packaged Foods (CODEX STAN 1-1985, Rev. 1-1991); Part 11 of the Voluntary Industry Standard for Table Olives in Australia, and consistent with Food Standards Australia New Zealand Food Authority - Food Standards Code, including providing a list of ingredients, the net drained weight and the application of a ‘Best Before’ date (not exceeding 2 years) to be determined by the producer after which time undesirable changes to the odour, colour, texture or flavour of the product may occur (FSANZ – Food Standards Code Part 1.2.5.).

2.4 **Flavoured Olive Oils Labelling Guidelines**

The application of the AEV logo is NOT PERMITTED on flavoured olive oils as there are no quality standards established to test compliance with The Code.

**Note**: AS5264-2011® Section 12.2.2.3 (part) “When edible natural olive oils, refined olive oils or pomace oils are used as a principal ingredient of food, the labelling of the food product shall specify the grade of the oil used in accordance with clause 12.2.2.2”.

It is recommended that flavoured olive oils be labelled in accordance with The Code provisions for labelling of Extra Virgin Olive oil, including batch numbers, best before data, and nutrition panel; however it must NOT be implied on the label that flavoured oils are Extra Virgin Olive Oils.

Where a Certified Australian Extra Virgin™ Olive Oil is exclusively used as the base oil for a cold infused flavoured or infused olive oil using a distilled essence or essential oil as which meets FSANZ - Food Standards Code as the flavouring agent, then a producer may say on the label that it has been made using Australian Extra Virgin Olive Oil (subject to AS5624-2011 labelling requirements (see 2.2 above).

**Note**: The best before date for an Infused or Agrumato style olive oil needs to be established by a Rancimat® test.
Recommended terminology to be used with flavoured (Infused) olive oils.

**FRONT LABEL:**

XXX (e.g. LEMON) INFUSED (FLAVOURED)

Extra Virgin Olive Oil (or Virgin Olive Oil or Refined Olive Oil)

[XX] being optional descriptors

With the characterising ingredient (Lemon Infused) shown on a separate line in equal or larger type case as the oil grade.

**BACK LABEL:**

**Ingredients:** Australian Extra Virgin Olive Oil (or other grades of oils), and (distilled) essence of (eg lemon), (as well as including the normal nutrition panel, batch code and best before date).

Recommended label terminology to be used for flavoured (Agrumato style) olive oils.

**FRONT LABEL:**

XXX (e.g. Lemon) Agrumato [Style or traditional method] Olive Oil, or OLIVE OIL CRUSHED (PROCESSED / PRESSED) with XXX (e.g. Lemon)

[Style or traditional method] being optional descriptors.

**Note:** The use of grade terminology ‘extra virgin’ or ‘virgin’ is not permitted in the labelling of an Agrumato product given the oil was never of EVOO or VOO grade, nor is EVOO or VOO used as an ingredient to these products.

**BACK LABEL:**

**Ingredients:** Olives crushed (pressed / processed) with XXX (eg fresh lemons), (as well as including the normal nutrition panel, batch code and best before date).
36. Appendix Nº. 3 – Flavoured Olive Oils

Quality and authenticity criteria established for the different grades of olive oil under AS5264-2011® don’t apply to flavoured, infused or Agrumato style olive oils.

There are no established quality standards for flavoured oils, so these products are not able to be certified under The Code.

Once a flavouring or infusion has been applied (added) to any grade of olive oil, the product obtained doesn’t belong to any nationally (or internationally) recognised olive oil grade.

Agrumato style olive oils are traditionally made from crushing citrus fruits with ripe olives – so strictly isn’t a natural olive oil, and can’t be described as Extra Virgin Olive Oil, Virgin Olive Oil or Olive Oil.

Appendix No. 3 – Flavoured Olive Oils provides guidance in relation to compliance by Code Signatories with the Australia New Zealand Food Standards Code requirements for permitted flavouring substances, food safety requirements, product quality and related matters.

Permitted label terminology is described in Appendix No. 2 – Product Labelling

3.1 FSANZ General requirements

All flavouring agents (distilled essences/essential oils) are required to meet the Food Standards - Australia New Zealand Food Standards Code – Standard 1.3.1 – Food Additives Section 11 - Permitted Flavouring Substances. Permitted flavouring substances, for the purposes of this Standard, are:

(a) Flavouring substances which are listed in at least one of the following publications:

   (i) Generally Recognised as Safe (GRAS) lists of flavouring substances published by the Flavour and Extract Manufacturers’ Association of the United States from 1960 to 2011 (edition 25); or
   (ii) Chemically-defined flavouring substances, Council of Europe, November 2000; or
   (iii) 21 CFR § 172.515; or

(b) Flavouring substances obtained by physical, microbiological, enzymatic, or chemical processes from material of vegetable or animal origin either in its raw state or after processing by traditional preparation process including drying, roasting and fermentation; or
(c) Flavouring substances obtained by synthetic means which are identical to any of the flavouring substances described in subparagraph (b).

3.2. Flavouring methods

There are several methods for producing flavoured oils, however, given there are no quality standards established to test compliance with the Code, flavoured olive oils are not able to be certified under The Code.

For food safety reasons, flavoured olive oils must not contain emulsions (mixtures of olive oil and other substances not soluble in oil (such as water or vinegar), and should not be made with fresh flavouring agents containing water (such as fresh garlic, lemon peel, fresh peppers, fresh herbs, etc). Particular care needs to be taken to reduce water content and achieve safe pH levels in flavoured oils. See Food Safety Requirements for Table Olives and Infused Olive Oil prepared by Jim Smyth (Olives SA 2007) pp 6-8, and FSANZ Guidelines for the microbiological examination of ready-to-eat foods.

Producers of flavoured olive oils should consult with a qualified food technologist.

(a) Flavoured (Infused) Olive Oils

It is recommended that ONLY Australian Extra Virgin Olive Oil be used as the base oil in the production of flavoured (infused) oils; and ONLY use flavouring agents that meet the requirements of the FSANZ - Food Standards Code.

Note: Should flavoured (infused) olive oils be included in The Code at some future time, it can be anticipated that testing against quality and microbiological standards will apply.

(b) Agrumato Style Olive Oils

Agrumato olive oils are traditionally made from crushing citrus fruits with ripe olives, which produces a naturally lower pH product. It is also common practice for Agrumato style olive oils to be made from olives crushed with fresh herbs, fruits, spices or other plants in the course of processing or immediately after processing of the oil and from which all vegetable matter is removed on achieving the required flavour.

Note: Should Agrumato style olive oils be included in The Code at some future time, it can be anticipated that testing against quality and microbiological standards will be required.

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16 Food Safety Requirements for Table Olives and Infused Olive Oil (James Smyth Olives SA 2007), pg 6-8: http://www.olives-sa.org.au/images/foodsafetytableolives.pdf
(c) Hot Infused Olive Oils

*Made by* adding herbs, fruits or spices to an olive oil which is then heated to achieve flavours and then the oil strained to remove any residual vegetable matter. In this case the heating process degrades the oil rendering it less than Extra Virgin quality.

*Note: For product quality and food safety reasons “hot infused” olive oils are most unlikely to ever be included under The Code.*

(d) Display Infused Olive Oils

Where fresh or dried herbs, spices or fruits are added to an olive oil leaving behind residual matter such as leaves, grains or vanilla stalks.

*Note: For product quality and food safety reasons “display infused” olive oils are most unlikely to be included under The Code.*
37. Blank
38. Appendix № 5 – Product Monitoring

**Olive Oil**

The AOA will conduct product monitoring at intervals to be determined by the AOA in consultation with the Code Administrator. Australian and Imported oils labelled as Extra Virgin Olive Oil will be chemically and organoleptically tested in accordance with the Australian Standards for Olive Oil and Olive Pomace Oil (AS5264-2011®) by an approved testing laboratory, as listed in Appendix No.60– Approved Testing Bodies.

Product labels will also be checked for compliance with Code labelling requirements.

**Flavoured Olive Oil:**

The AOA may conduct product monitoring of flavoured olive oils at intervals to be determined by the AOA in consultation with the Code Administrator.

Any monitoring would be directed to the truthfulness of the product labelling in accordance with FSANZ Food Standards Code.

**Table Olives**

At intervals determined by the AOA in conjunction with the COP Administrator, Australian and Imported Table Olives will be chemically, physically, microbiologically and organoleptically tested in accordance with the Voluntary Industry Standard for Table Olives in Australia by an approved testing laboratory. Refer to Appendix No.6– Approved Testing Bodies.

**Criteria for Product Selection**

The scale of testing from year to year will vary with the funds available for collection, transport, testing and storage of products. Funding for testing is made available by COP Signatory fees.

**Signatory products (Australian):**

- Once a year each Signatory shall be asked to provide a list of branded and bulk products for sale for which the symbol will be applied.
• Subject to practicalities, such as availability, accessibility and cost, at least one product line from each Signatory shall be tested each year.

• The products to be tested shall be selected randomly, that is, without a preconceived pattern of selection unless a product failed a previous test, in which case the product will be automatically re-screened at the next scheduled test.

**Non-signatory products (Imported & Australian)**

• Subject to budget, a range of products will be selected for testing which will include Food Service; boutique, imported and Australian products.

• The products to be tested shall be selected randomly, that is, without a preconceived pattern of selection unless a product failed a screening test, in which case the product will be automatically re-screened at the next scheduled test.

**Other cases**

Notwithstanding the criteria set out above, The Code Administrator reserves the right to arrange the testing of any oil or table olive product drawn to its attention, where it considers that it would be in its interests, or the interests of the industry, to do so.

**Publication of Test Results – COP signatories:**

• will be advised in writing by the Code Administrator the outcome of the tests.

• whose products fail the screening test will receive the Letter of Non-compliance. Second and Third Letters of Non-compliance will be issued depending on outcomes of the first breach.

• whose products fail will automatically be included in the next round of testing.

• Subject to the outcome of any Appeal, Signatories whose products fail three consecutive tests will be published on the AOA website as having failed the testing under AS 5264 2011, or the Voluntary Industry Standard for Table Olives in Australia.

**Publication of Test Results – non signatories (Australian & Overseas):**

• will be advised in writing by the Australian Olive Association ONLY if their product has failed testing under the Australian Standards AS5264-2011® or the Voluntary Industry Standard for Table Olives in Australia.

• will be advised that their brand name and batch number may be listed on the Australian Olive Association website as having failed the testing under AS5264-2011® or the Voluntary Industry Standard for Table Olives in Australia.
Collection of Samples

Samples of oils shall be collected by persons endorsed by the Code Administrator. Collection and management of samples shall be in accordance with procedures determined by the AOA.

Procedure for Sample Collection

Below is the procedure to be taken when collecting samples for testing of olive products under the AOA’s Code of Practice. Collectors and Lab Technicians are to follow both Part A and Part B of the Collection Sample Form.

The procedure is designed to safeguard the grower/brand owner and also provides information needed by the Committee and the Code Administrator.

The integrity of this system relies upon the honesty and diligence of the collector.

Collector information:

Part A of the Collection Form request information about the person collecting the sample such as their given names, surname, address and contact details.

Product & Place of Purchase information:

Part A requires that the collector provide three identical product samples so that the Laboratory can test one, store one (in case the brand owner requests to try the oil tested) and one bottle is for organoleptic testing. The Collector is required to record the batch number, type of container and unit size along with the brand same and best before date/harvest date if known. The method of purchase is also required and a copy of the payment receipt is required to be sent with the sample and Collection Form.

Conditions of storage prior to purchase:

It is important that the Collector documents the condition the product sample was stored in prior to their purchasing it. For instance was it stored in the front window of a shop, in the sun or was it on a middle shelf in the store away from heat and light, in the case of table olives was the product stored under refrigeration, if so at what temperature. Information about the condition of the packaging is also reported to ensure that the product has not been tampered with.

Collectors are asked to ensure that all olive product samples are stored in a chilled esky upon purchase and before postage. This will ensure that the samples are not damaged or exposed to unfair treatment during transit to the Laboratory.
Conditions of storage after to purchase prior to sending:

When the product sample has been purchased by the Collector it will more than likely travel to their home/office prior to being sent off for testing. Part A of the form collects information about how the product was stored prior to postage, e.g. was it left in the car, put in a hot room, in the fridge or stored in the pantry.

Method of transport to testing laboratory:

Part A collects information about how the product sample was labelled, sealed etc and how it was sent to the Laboratory, i.e. registered mail, express post, courier, normal mail. Proof of postage is also required.

Laboratory Procedures for the Testing & Storage of Samples

When the Laboratory receives the product sample, along with the Part A of the Collection Form (completed); they are required to undertake a series of steps to safeguard the integrity of the Australian Olive Association Ltd’s Code of Practice.

Part B of the form confirms and collects information about who sent the product sample, the batch number along with who in the Lab received the sample along with the date it was received.

Both Part A and Part B of the forms are kept by The Code Administrator for future reference and are sent back to The Code Administrator along with the final laboratory report.
39. Appendix No. 6 – Approved Testing Bodies

The AOA may determine the testing bodies for this Code, and may include bodies endorsed by the International Codex Alimentarius Commission (Codex), National Authority for Testing Agencies (NATA), the American Oil Chemists Society (AOCS) or any other relevant organisation.

The following laboratories are the approved testing bodies for the monitoring program for olive oil under The Code:

**Australian Oils Research Laboratory**
New South Wales Department of Primary Industries
Diagnostic and Analytical Services
Pine Gully Road
Private Mail Bag
WAGGA WAGGA NSW 2650


**Modern Olives Laboratory**
151 Broderick Road
CORIO VIC 3214
PO Box 92
LARA VIC 3212


Approved laboratories for the testing of table olives will be announced in a later AOA Board Determination.
40. Appendix №. 7 – Appeal Process & Committee Operations

The Industry Appeals Committee (Committee) is appointed by the AOA Board of Directors to hear appeals in accordance with The Code.

A Signatory, non-signatory or applicant who is dissatisfied with a determination from the Code Administrator is able to have their complaint heard by the Committee.

A Signatory should put their complaint in writing addressed to the Code Administrator.

The Code Administrator will forward the complaint to the Committee within seven days of receipt of the complaint.

The Committee shall receive, assess and make recommendations for appropriate action in relation to any appeal against a decision of The Code Administrator.

The Committee shall:

(a) act fairly, in good faith and without bias;
(b) ensure that evidence or information it uses in reaching a decision is made available to any appellant upon request but subject to clauses (e) and (f) below.
(c) give any appellant the opportunity, subject to any time frames specified in The Code, to state its case adequately, and to respond to any relevant statement prejudicial to its case;
(d) deal with the appeal expeditiously.
(e) ensure that all information or evidence received by whatever method is treated as strictly confidential.
(f) ensure that any person or organisation that provides evidence or information to the Committee, if so requested, has their details protected and not revealed to anyone who may be in a position to use that information against them. However if the appellant requests to know who has provided the information the Committee shall consider this request.

In arriving at any decision or exercising any discretion the Committee may take into account any previous conduct of the person subject of the complaint and any other matter or fact the Committee considers relevant.

The Committee shall provide a written acknowledgement for each written complaint by signatories to The Code, including the time and date that the matter is to be considered.
The Code Administrator shall cause records to be kept all complaints made by appellants and results thereof.

The Committee may:

(a) uphold the Code Administrator’s decision, or

(b) recommend an alternative course of action to be taken by the Code Administrator.
41. Appendix No. 8 – Organoleptic Assessment

The Organoleptic requirements of The Code are a minimum of three (3) people tasting the olive products.

Organoleptic assessments can be carried out by the accredited testing laboratories outlined in Appendix No. 6 (Approved Testing Bodies).

Alternatively, the organoleptic requirements of The Code can be met by any three (3) people of whom one must have a minimum of AOA Level II Olive Oil Assessment Course (or equivalent), and the others to have a minimum of Level 1 (or equivalent).

The AOA keeps a register of those that have passed the Level I and II Olive Oil Assessment Courses.

The AOA would deem that a ‘show judging panel’ that has been approved by the Code Administrator would be adequately able to undertake an organoleptic assessment.

People wishing to become accredited or to find out who is accredited should contact the Australian Olive Association Secretariat.
42. Appendix №. 9 – Certification Symbol

Note: The Certified Australian Extra Virgin™ symbol is to be used in conjunction with the symbol stating compliance with the Australian Standard for Olive Oil AS5264-2011®. This must be achieved by having the Standards Australia symbol “AS5264-2011®” immediately under or in close proximity to the Certified Australian Extra Virgin™ symbol.

The Code’s Certification Symbol(s) is a trademarked symbol and may be used only by signatories to The Code who have met all their obligations under The Code which includes payment of fees.

The above Symbols are the industry’s method of guaranteeing the authenticity and quality of its products. It distinguishes quality certified Australian products from other products in local and international marketplaces.

It is imperative that these symbols be used consistently and only in accordance with the terms and conditions below.

The Code will underpin all marketing activities. These will include the promotion of the Certification Symbols as the benchmark of industry standards.

This is your “seal of approval”. It is your promise to consumers that your standards meet AS5265-2011 and the Voluntary Industry Standard for Table Olives in Australia and that your products have earned the right to carry the industry’s certification symbol.
**Misuse of Symbol(s)**

A registered trademark is legally enforceable and gives the AOA exclusive rights to commercially use, licence or sell it for the goods and services that it is registered under.

Our Trademarks are a valuable asset and we have a legal obligation to protect our Trademarks and may sue for infringement if another person or company uses our Trademarks, or a similar trademark on the same or similar goods or services or who continues to unlawfully use the trademark in accordance with Section 10 (Effect of Withdrawal or Expulsion) and Section 13 (Trademarks).

A letter from a lawyer or patent attorney can be expected if the symbols are misused, applied to non-conforming product and the infringement is not rectified in a timely manner.

**Terms and Conditions of Use of all Symbol(s)**

NOTE: only the EVOO Certification Symbol is illustrated below but the terms and conditions of use apply to all Certification Symbols.

1. The Certification Symbol may be used only on or in association with a product that has been certified as meeting the requirements of The Code. It may not be used on or in association with any other product of the signatory.

2. The Code Certification Symbol shall be used only in the form provided by the Australian Olive Association Ltd. The CMYK colour breakdown or PMS colour swatch depicted below shall be used for all printing and display purposes, unless otherwise approved by the Australian Olive Association Ltd.

<table>
<thead>
<tr>
<th>CMYK Colour</th>
<th>PMS Colour</th>
</tr>
</thead>
<tbody>
<tr>
<td>C 27 R 103 G 119 B 24 K 55</td>
<td>PMS 5757</td>
</tr>
<tr>
<td>C 0 R 0 G 0 B 0 K 100</td>
<td>BLACK</td>
</tr>
<tr>
<td>C 0 R 255 G 231 B 148 K 0</td>
<td>PMS 127</td>
</tr>
</tbody>
</table>
3. The Code Certification Symbols may be used in a two tone mono or black and white form, as shown below, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association Ltd is enhanced.

4. The Code Certification Symbol(s) may be used in a solid colour or reversed form as show on the left, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association is enhanced.

5. Modification of the Code Certification Symbol is not allowed. This includes: animation, colour changes, morphing, blurring, pixilation, font changes, elongation or any other form of distortion.

6. The Code Certification Symbol may be used only in advertising and marketing material or product identification dealing specifically and only with certified product.

7. When used in advertising and marketing material or on a large label, the Code Certification Symbol size should be increased to be prominent and easily seen, with a minimum of size 7% of a page unless otherwise approved by the Australian Olive Association Ltd.

8. The symbol shall not be used smaller than displayed below.
9. The Code Certification Symbol may not be used in any manner that might imply association with any product other than one certified under The Code or with any organisation other than the Australian Olive Association Ltd.

10. The Code Certification Symbol may not be used as a basis for any design that appears to mimic it or rely on it for impact or effect.

11. The Code Certification Symbol shall stand alone and not be combined with any other object, including other designs, images or graphics of any kind unless approved by the Australian Olive Association Ltd.

12. The Code Certification Symbol shall always be accompanied by the trademark symbol™

13. A minimum clearance space as indicated by the box surrounding the Code Certification Symbol below shall be maintained.

14. If the Code Certification Symbol is used on a label or any other advertising or marketing material similar in colour to the Code Certification Symbol background or border, the second or third option displayed below shall be used to ensure that the symbol is prominent.

15. The Code Certification Symbol shall be included only on the right hand top or bottom corner of a bottle label artwork and advertising or marketing materials unless the Australian Olive Association Ltd has approved otherwise.

16. If a sticker with The Code Certification Symbol is used it shall be affixed at or near the right hand top or bottom corner of a front label, or on the neck of an olive oil bottle.

17. A signatory may use a certificate or label provided by the Australian Olive Association Ltd with product qualifying for use of The Code Certification Symbol.
To purchase stickers for containers, including bottles, tins and casks or download artwork files, please visit the Code of Practice section of the Australian Olive Association Ltd website: www.australianolives.com.au or email the secretariat on secretariat@australianolives.com.au

For any other questions or concerns regarding the application of these terms and conditions, please contact the Australian Olive Association.
43. Appendix №. 10 – Australian Extra Virgin Logo

This Australian Extra Virgin logo may be used by signatories to The Code who have met all their obligations under The Code.

As intended with most logos, this Australian Extra Virgin Logo is a consumer brand identity for the Australian Olive Association Ltd.

The Australian Extra Virgin Logo is very important for signifying commitment by its members to producing authentic and quality olive products.

It is designed to distinguish Australian Extra Virgin products from all other olive products in local and international marketplaces.

It is imperative that it be used consistently and only in accordance with these terms and conditions.

WELCOME TO A NEW BRAND, YOUR BRAND.

Australian Extra Virgin olive oil is a new name and a proud name.

In order to protect it from misuse, we have written these conditions to help you use the name, the logo, and the registered trademark symbol in such a way as to both protect and promote the potential of the industry’s highest standards.

Think of it as a seal of approval for your own brand name.

We have designed the name, logo and trademark to be a stand-alone brand asset.

The font and colour, size and shapes of these elements are as important as the new brand name itself. They must always be used according to the following requirements.

As the new name and logo become more recognised as the symbol of Australia’s best both here and overseas, we are confident you will see the benefits of being a partner in making a new name a Brand name.
Terms and conditions of use

1. The Australian Extra Virgin Logo may be used only in association with the signatory’s olive industry business. It may not be used in association with any other business of the signatory.

2. The Australian Extra Virgin Logo may be used only in the form provided by the Australian Olive Association Ltd. The CMYK colour breakdown or PMS colour swatch depicted below shall be used for all printing and display purposes except as otherwise provided in these terms and conditions.

   C 27   R 103   PMS
   M 0    G 119   5757
   Y 95   B 24
   K 55

   30% of the green to be used when logo is reversed.

   C 0   R 0   PMS
   M 0   G 0   Black
   Y 0   B 0
   K 100

3. The Australian Extra Virgin Logo may be used in a two tone mono or black and white form, as shown below, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association Ltd is enhanced.
3a. The Australian Extra Virgin Logo may be used in a solid colour or reversed form, as shown below, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association is enhanced. The logo may not be used on a photographic background without the approval of the Australian Olive Association Ltd.

4. Modification of the Australian Extra Virgin Logo is not allowed. This includes: animation, morphing, blurring, pixilation, colour changes, font changes, elongation or any other form of distortion.

5. The Australian Extra Virgin Logo may be used in documentation, advertising or marketing material dealing specifically with the signatory’s olive industry business.

6. The Australian Extra Virgin Logo size may be increased or decreased so that it is a prominent and easily seen part of the advertising or marketing material. It shall not be smaller than depicted below.

7. The Australian Extra Virgin Logo may not be used in any manner that might imply association with any industry other than the olive industry or with any organisation other than the Australian Olive Association Ltd.

8. The Australian Extra Virgin Logo may not be used as a basis for any design that appears to mimic it or rely on it for impact or effect.

9. The Australian Extra Virgin Logo shall stand alone and not be combined with any other object, including other designs, images or graphics of any kind unless approved by the Australian Olive Association Ltd.
10. As shown below, the Australian Extra Virgin Logo shall always be accompanied by the registered trademark symbol ® and in the position shown.

![Australian Extra Virgin Logo](image)

11. A minimum clearance as indicated by the box surrounding the Australian Extra Virgin Logo below must be maintained, and remain proportional to its size when increased or decreased.

![Minimum Clearance](image)

12. If the Australian Extra Virgin Logo is used on any material or document similar in colour to the Australian Extra Virgin Logo, a box should be placed around the Australian Extra Virgin Logo to ensure that it has prominence and the background colour remains the same. See point 11 for the size and spacing relationship of the box to the logo.

13. The Australian Extra Virgin Logo shall be included in the right hand top or bottom corner of all documents and advertising or marketing material unless otherwise approved by the Australian Olive Association Ltd.

14. The Australian Extra Virgin Logo may not be used in any manner that might imply that a specific product has been certified as meeting the requirements of The Code.

15. The Australian Extra Virgin Logo may be used in conjunction with The Code Certification Symbol on documents or advertising and marketing materials, provided that the proportions and placement of the logos are represented as displayed below.

![Logo with Certification Symbol](image)

16. Wherever the Australian Extra Virgin Logo is printed, the font Futura Light must be used for all copy and headlines. If this is not possible, typeface Helvetica Neue Light may be used. Where these fonts are not available Arial may be used.

Other font weights (e.g. Bold, Medium, Regular etc.) may be used where necessary.