**Freshcare Standards Review 2024**

Thank you for participating in Freshcare’s review of the Environment 3 Standard.

Please enter your feedback on the Standard compliance criteria or Rules in the comment’s column, save your changes and then return the document with the subject – **Standard Review** to [info@freshcare.com.au](mailto:info@freshcare.com.au)

|  |  |
| --- | --- |
| **Respondent details** |  |

|  |  |
| --- | --- |
| **Do you agree to Freshcare contacting you to clarify your responses and/or to follow up on comments submitted?** | Yes  No |
| **Are you responding on behalf of an organisation?** | Yes  No |
| **Name** |  |
| **Organisation Name** |  |
| **State[s]/Territories where your organisation operates** |  |
| **Email address** |  |
| **Affiliation**  [Grower / Packer / Trainer / Auditor / Government / Retailer / Market Regulator / Certification Body / Non – Government Organisation / other (please specify)] |  |

|  |  |
| --- | --- |
| **Open comments** |  |

|  |  |
| --- | --- |
| **Does the ENV3 Standard meet market requirements?** |  |
| **What additions to the standard could be considered to meet future market access and consumer expectations?** |  |
| **Please provide any other general feedback on the standard.** |  |

| **Compliance Criteria** | **Comments for 2024 Review** |
| --- | --- |
| **M1 Scope and Commitment** |  |
| **M1.1 Define the business scope and the scope of Freshcare certification.** | |
| 1. The scope of Freshcare certification is defined by the owner or appropriate senior manager. |  |
| 1. All business enterprises and activities undertaken are recorded. |  |
| 1. Flowcharts are completed to document the crops and activities for which Freshcare certification is required. |  |
| **M1.2 Identify property areas, infrastructure and surrounds on a property map.** | |
| 1. A property map is documented and maintained. The map identifies: |  |
| * property boundaries, roads and surrounds (farming, school, sports fields, residential, etc.) |  |
| * sensitive areas adjacent to the property boundary such as National Parks, World Heritage-listed areas, Ramsar-listed wetland areas, wildlife sanctuaries/corridors or other specified conservation areas |  |
| * production areas and growing sites |  |
| * farm houses, buildings, sheds, on-farm roads and access points |  |
| * toilet facilities, septic tanks and seepage pads |  |
| * worker accommodation and facilities |  |
| * bulk fuel storage, including underground tanks |  |
| * chemical storage areas, mixing areas, equipment clean-down areas, dip sites (postharvest, livestock) and disposal trenches/evaporation ponds |  |
| * storage sites for waste, including controlled wastes (empty chemical containers awaiting collection, tyres) |  |
| * fertiliser and soil additive storage areas, composting/ageing and mixing/loading areas |  |
| * water sources, extraction points and delivery infrastructure |  |
| * drainage lines and discharge points |  |
| * natural waterways, wetlands, riparian areas and lakes |  |
| * areas that are, or are at risk of being, highly degraded, eroded or contaminated |  |
| * significant stands of remnant native vegetation |  |
| * threatened species |  |
| * other sensitive areas with high conservation value. |  |
| **M1.3 Define the business organisational structure.** | |
| 1. The organisational structure of the business is documented and must include: |  |
| * workers responsible for the management of environmental compliance |  |
| * reporting relationships of all workers whose roles may affect environmental compliance. |  |
| **M1.4 Document the business commitment to the Freshcare Code of Practice.** | |
| 1. The owner or appropriate senior manager signs a commitment statement to support and comply with the Freshcare Code of Practice Environmental, Freshcare Rules, Environmental Action Plan (E1) and all legislative requirements. |  |
| 1. The commitment statement is communicated to all workers. |  |
| 1. The commitment statement is reviewed annually in conjunction with the Environmental Action Plan (E1). |  |
| **M2 Documentation** |  |
| **M2.1 Verify compliance with the Freshcare Code of Practice through relevant documents and records.** | |
| 1. The current editions of the Freshcare Code of Practice Environmental and the Freshcare Rules are kept. |  |
| 1. All records and documents required to verify compliance to this Code of Practice are legible and must include: |  |
| * title |  |
| * date of issue or version number |  |
| * business name |  |
| * name of the person completing the record, and date of completion. |  |
| 1. As documents and records change, out-of-date versions are replaced. |  |
| 1. All records are kept for a minimum of two years (or longer if required by legislation, customers or this Code of Practice). |  |
| **M3 Training** |  |
| **M3.1 Complete Freshcare training.** | |
| 1. A management representative completes approved Freshcare Environmental training. Evidence is kept. |  |
| **M3.2 Train all workers who complete tasks relevant to this Code of Practice to ensure a base level of environmental awareness.** | |
| 1. Training is provided for workers who complete tasks relevant to this Code of Practice. |  |
| 1. Training is provided in the relevant language for workers, or pictorially. |  |
| 1. A record of internal and external training is kept and must include: |  |
| * name and signature of trainee |  |
| * name of trainer or training provider |  |
| * title or topic of the training |  |
| * date of training and expiry date (when applicable). |  |
| 1. A review of training is conducted at least annually or when tasks and/or workers change. |  |
| **M4 Internal audit and corrective action** |  |
| **M4.1 Conduct internal audits to verify ongoing compliance with this Code of Practice.** | |
| 1. An internal audit of all activities and records relevant to the Freshcare Code of Practice Environmental is conducted at least annually. A record is kept. |  |
| 1. Workers responsible for completing sections of the internal audit are identified and, where possible, are independent of the practices being assessed. |  |
| **M4.2 Complete corrective actions for any non-compliance.** |  |
| 1. A Corrective Action Record (CAR) must be completed when the requirements of the Freshcare Code of Practice Environmental, Freshcare Rules or legislation are not being met, as identified by: |  |
| * routine activities |  |
| * annual internal audits |  |
| * annual external audits |  |
| * a valid complaint received from a neighbour, customer or regulatory authority |  |
| * environmental harm has occurred/may occur as a result of property activity, neighbouring activity or a natural event. |  |
| 1. A Corrective Action Record must include: |  |
| * description of the problem |  |
| * cause of the problem |  |
| * whether or not the problem has occurred before |  |
| * short term fix (action taken to fix the problem) |  |
| * long term fix (action taken to prevent the problem recurring) |  |
| * date action completed and the name of the person responsible |  |
| * review and verify that short term and long term actions are complete and effective |  |
| * name of the person completing the review and date of review. |  |
| 1. Reoccurrences of non-compliance are reviewed by the owner or appropriate senior manager. |  |
| 1. Corrective Action Records are retained for a minimum period of five years (or longer if required by legislation or customers). |  |
| **M5 Customer requirements** |  |
| **M5.1 Comply with customer requirements.** | |
| 1. Where a customer requires compliance with specific environmental, sustainable agriculture or greenhouse gas emission practices not covered in this Code, a written copy of these practices is kept. |  |
| 1. These practices are complied with and included in M4 Internal audits. |  |

| **Compliance Criteria** | **Comments for 2024 Review** |
| --- | --- |
| **E1 Environmental Action Planning** |  |
| **E1.1 Establish an Environmental Action Plan to identify planned future actions to manage environmental issues and improve the property’s environmental values.** | |
| 1. Conduct an assessment of the property and business operations to identify any environmental issues and assess environmental values. |  |
| 1. Establish an Environmental Action Plan (EAP) that documents the actions planned to address the environmental issues and improve the environmental values of the property. The EAP must include: |  |
| * date of plan development |  |
| * environmental issue/value being addressed |  |
| * location on the property of environmental issue/value |  |
| * actions planned to address the issue and/or improve the value |  |
| * worker/s responsible |  |
| * target date of completion for each action |  |
| * evaluation of action/s undertaken |  |
| * date, name and signature of the person verifying action has been completed. |  |
| 1. Evidence of progress towards and/or changes to planned actions is kept. |  |
| 1. The Environmental Action Plan is reviewed and updated at least annually. The name of the person completing the review and the date of the review are documented. |  |
| **E2 Land and Soil** | |
| **E2.1 Manage land and soil, and minimise degradation, erosion compaction and contamination.** | |
| 1. Soil conservation and crop production practices are chosen to: |  |
| * minimise soil degradation, erosion, compaction and contamination |  |
| * optimise soil organic matter and fertility relevant to the particular business enterprise. |  |
| 1. For identified areas, applicable records of these practices are kept. |  |
| **E2.2 Manage areas with highly degraded, eroded or contaminated soil.** | |
| 1. Areas identified as being highly degraded, eroded or contaminated are: |  |
| * managed to minimise further degradation, erosion or contamination |  |
| * for contaminated soil, contained to minimise movement on and off-site. |  |
| 1. Remediation activities for areas identified in E2.2.1 are documented in the Environmental Action Plan. |  |
| **E3 Biosecurity** |  |
| **E3.1 Manage biosecurity on the property.** | |
| 1. A Biosecurity Management Program is documented and must include: |  |
| * date developed |  |
| * name of the person documenting the Program |  |
| * biosecurity threats related to crops grown |  |
| * strategies/practices to minimise risk (including quarantine regulations and requirements) |  |
| * worker/s responsible. |  |
| 1. Access to the property and growing sites is restricted to authorised persons. |  |
| 1. Monitor and report unusual findings. |  |
| 1. Any unusual plant pest, disease or weed identified on the property must be reported to the local department of agriculture or Plant Health Australia. |  |
| **E4 Chemicals** |  |
| **E4.1 Select pest and disease control strategies to minimise risk to the environment.** | |
| 1. Consideration is given to all available methods of pest and disease control (for example biological, chemical, cultural, mechanical and technological) before a control program is chosen. A record of control methods used is kept. |  |
| 1. When necessary to apply agricultural chemicals, those which are less hazardous to beneficial organisms and/or have a lower environmental impact must be considered. |  |
| 1. The decision to use agricultural chemicals is based on one or more of the following: |  |
| 1. Crop and/or weather monitoring for pest and disease pressure. Records must include: |  |
| * date |  |
| * area/crop and/or weather parameters monitored |  |
| * monitoring result and action recommended |  |
| * name of the person who carried out the monitoring activity. |  |
| 1. External agency pest and disease alerts. Records must include: |  |
| * evidence of subscription alerts |  |
| * date of alert |  |
| * pest or disease the alert is issued for |  |
| * source/agency that issued the alert. |  |
| 1. Documented preventive pest and disease control programs. Records must include: |  |
| * date the program was documented |  |
| * crop or area to be treated |  |
| * target pest/disease/weed |  |
| * chemical to be used |  |
| * frequency of use (including any limitations on the frequency of chemical use per crop/season) or the stage of crop development |  |
| * name of the worker/person/organisation that documented the control program. |  |
| 1. Industry preventive control programs or phytosanitary specifications. Records must include: |  |
| * An up-to-date copy of the industry program or phytosanitary specification. |  |
| **E4.2 Obtain, check and record chemicals.** | |
| 1. Chemicals are purchased from approved suppliers. (See Appendix A-E4). |  |
| 1. Chemical containers are adequately labelled and in acceptable condition on receival. |  |
| 1. All chemicals purchased are recorded in a chemical inventory. A record is kept and must include: |  |
| * date purchased/received |  |
| * name of chemical |  |
| * batch number (where available) |  |
| * expiry date or date of manufacture |  |
| * quantity. |  |
| **E4.2 Store, manage and dispose of chemicals to minimise the risk of environmental harm.** | |
| 1. Chemical storage areas must be: |  |
| * located and constructed to minimise the risk of contaminating the site and surrounding environment |  |
| * structurally sound, adequately lit and constructed to protect chemicals from direct sunlight and weather exposure |  |
| * equipped with a spill kit to contain and manage chemical spills |  |
| * secure, with access restricted to authorised workers. |  |
| 1. Chemicals are stored in designated separate areas for each category of chemical, and for chemicals awaiting disposal. |  |
| 1. A current Safety Data Sheet (SDS) is kept for all chemicals stored in the chemical storage area. |  |
| 1. Chemicals are stored in original containers according to directions on the container label. If a chemical is transferred to another container for storage purposes, the new container is a clean chemical container and a copy of the chemical label is transferred to the new container. |  |
| 1. Deteriorating chemical labels are replaced immediately with a legible copy. |  |
| 1. Stored chemicals are checked at least annually to identify and segregate chemicals for disposal that have: |  |
| * exceeded the label expiry date |  |
| * exceeded the permit expiry date |  |
| * had their registration withdrawn |  |
| * containers that are leaking or corroded or have illegible labels. |  |
| 1. A record of the check is kept and must include: |  |
| * date of the check |  |
| * name and quantity of chemicals awaiting disposal |  |
| * name of the authorised person conducting the check. |  |
| **E4.4 Train and authorise workers who store, handle, apply and/or dispose of chemicals.** | |
| 1. Workers involved in the supervision of storage, handling, application and disposal of chemicals must: |  |
| * have successfully completed a recognised chemical users course or equivalent |  |
| * be competent in chemical storage, handling, application and disposal as specified by the Freshcare Code of Practice Environmental. |  |
| 1. Workers authorised to store, handle, apply and/or dispose of chemicals are trained in practices that minimise the risk of environmental contamination from chemicals and in actions to be taken in the event of chemical spills, leakage or spray drift. |  |
| 1. A register of workers authorised to store, handle, apply and/or dispose of chemicals is maintained and displayed in the chemical storage area. |  |
| **E4.5 Use chemicals according to regulatory, label and customer requirements.** | |
| 1. Chemicals are used and applied: |  |
| * according to label directions, or |  |
| * under ‘off-label permits’ issued by the Australian Pesticides and Veterinary Medicines Authority (APVMA), with a current copy of the permit kept, or |  |
| * according to relevant state legislation for ‘off-label use’, and |  |
| * according to specific customer and/or destination market requirements. |  |
| **E4.7 Avoid potential for spray drift.** |  |
| 1. Chemicals are not applied when the risk of contaminating off-target areas with spray drift is high. |  |
| 1. Spray drift incidents are identified. A record is kept. |  |
| **E4.7 Maintain and calibrate chemical application equipment.** | |
| 1. Chemical application equipment is maintained and checked for effective operation before and during each use. |  |
| 1. Equipment is calibrated at least annually or as per manufacturer’s instructions and immediately after spray nozzles are replaced. |  |
| 1. Equipment is calibrated using a recognised method. A record of calibration is kept and must include: |  |
| * description of method and calibration results |  |
| * date of calibration |  |
| * name of the person calibrating the equipment |  |
| **E4.8 Manage mixing and disposal of chemical solutions to minimise risk to the environment.** | |
| 1. Chemical mixing areas are located, constructed and maintained to minimise the risk of contaminating the site and surrounding environment. |  |
| 1. Leftover chemical solutions are disposed of according to label directions where specified, or in a manner that minimises environmental harm. |  |
| **E4.9 Record all chemical applications.** | |
| 1. Records of all preharvest chemical applications are kept and must include: |  |
| * application date |  |
| * start and finish times |  |
| * location and crop |  |
| * chemical used (including batch number if available) |  |
| * rate of application and quantity applied |  |
| * equipment and/or method used to apply the chemical |  |
| * wind speed and direction |  |
| * withholding period (WHP) or earliest harvest date (EHD) |  |
| * method of disposal of leftover chemical solutions |  |
| * name and signature of the person who applied the chemical. |  |
| 1. Records of all postharvest chemical treatments are kept and must include: |  |
| * treatment date |  |
| * chemical used (including batch number if available) |  |
| * rate of application and/or the quantity applied |  |
| * equipment and/or method used to apply the chemical |  |
| * method of disposal of leftover chemical solutions |  |
| * name and signature of the person who carried out the chemical treatment. |  |
| **E5 Fertilisers and Soil Additives** |  |
| **E5.1 Select fertilisers and soil additives to minimise risk to the environment.** | |
| 1. The decision to use fertilisers and soil additives is based on one or more of the following: |  |
| * results of soil/plant tissue/sap testing |  |
| * crop monitoring with monitoring records kept |  |
| * a recognised nutrition program. |  |
| 1. Fertilisers and soil additives used comply with heavy metal limits specified in AS4454-2012 Composts, soil conditioners and mulches. |  |
| 1. Workers responsible for crop nutrition are competent to make recommendations relevant to the crops under their management. |  |
| **E5.2 Store and manage fertilisers and soil additives to minimise risk to the environment.** | |
| 1. Storage sites for fertilisers and soil additives are located, constructed and maintained to minimise harm to off-target and sensitive areas from nutrient runoff or leaching. |  |
| 1. A current Safety Data Sheet (SDS) (where available) is kept for fertilisers and soil additives stored on the property. |  |
| 1. Workers are trained in practices that minimise the risk of environmental contamination from fertilisers and soil additives. |  |
| **E5.3 Maintain and calibrate fertiliser and soil additive application equipment.** | |
| 1. Equipment used to apply fertilisers and soil additives is maintained and checked for effective operation before and during each use. |  |
| 1. Equipment used to apply fertilisers and soil additives is calibrated at least annually or as per manufacturer’s instructions. A record of calibration is kept and must include: |  |
| * description of method and calibration results |  |
| * date of calibration |  |
| * name of the person calibrating the equipment. |  |
| **E5.4 Record all fertiliser and soil additive applications.** | |
| 1. Records of all fertiliser and soil additive applications are kept and must include: |  |
| * application date |  |
| * location and crop |  |
| * product used |  |
| * rate of application |  |
| * wind speed and direction |  |
| * method of application/incorporation |  |
| * name and signature of the person applying the fertilisers and soil additives. |  |
| 1. A record of hydroponic nutrient solution monitoring is kept and must include: |  |
| * monitoring date |  |
| * location and crop |  |
| * pH and electrical conductivity (EC) of the feed solution |  |
| * pH and electrical conductivity (EC) of the drainage solution |  |
| * quantity of drainage solution |  |
| * name and signature of the person conducting the monitoring activity. |  |
| **E6 Water** |  |
| **E6.1 Manage water use on the property.** | |
| 1. A Water Management Program is documented and must include: |  |
| * date developed |  |
| * name of the person documenting the Program |  |
| * water resources available |  |
| * crop water requirements |  |
| * water budget |  |
| * irrigation method |  |
| * irrigation program including justification and schedule |  |
| * contingency plans if water resources are unavailable. |  |
| 1. Irrigation requirements are determined using soil/growing medium, crop or weather monitoring methods, or a combination thereof. |  |
| 1. Irrigation systems are checked and maintained for operational efficiency. |  |
| 1. Water efficiency must be considered in the selection and design of new irrigation systems and water storages. |  |
| 1. The Water Management Program is reviewed and updated at least annually. The name of the person completing the review and the date of the review are documented. |  |
| **E6.2 Water is harvested, extracted, stored, used and discharged in accordance with licences and permits.** | |
| 1. Applicable licences and permits for infrastructure and activities in water harvesting, extraction, storage, use and discharge are current. |  |
| 1. Water licences and permits are adhered to. |  |
| **E6.3 Manage water to minimise environmental harm.** | |
| 1. Water used for irrigation is assessed for risk of causing soil degradation by increasing soil salinity, soil acidity, soil alkalinity or soil sodicity. |  |
| 1. Water that may cause soil degradation is, where possible, treated before use or managed to avoid soil degradation. |  |
| 1. Water runoff or water discharge from property activities is managed or treated to minimise environmental harm on and off-site. |  |
| 1. Strategies are implemented to prevent contamination and sedimentation of water sources. |  |
| **E7 Biodiversity** |  |
| **E7.1 Manage biodiversity on the property.** | |
| 1. A Biodiversity Management Program is established using strategies and practices to: |  |
| * protect areas of biodiversity identified on the property map |  |
| * reduce threatening processes |  |
| * manage feral animals, invasive species, pests, environmental weeds and diseases on the property. |  |
| 1. The Biodiversity Management Program is documented and must include: |  |
| * date developed |  |
| * name of the person documenting the Program |  |
| * biodiversity issues or values |  |
| * strategies/practices |  |
| * worker/s responsible. |  |
| 1. The Biodiversity Management Program is reviewed and updated annually. The name of the person completing the review and the date of the review are documented. |  |
| **E7.2 Develop strategies to protect and improve biodiversity.** | |
| 1. Biodiversity protection and improvement strategies are developed with consideration of regional biodiversity priorities. |  |
| **E8 Waste** |  |
| **E8.1 Manage waste on the property.** | |
| 1. A Waste Management Program is documented and must include: |  |
| * date developed |  |
| * name of the person documenting the Program |  |
| * waste type and location |  |
| * management methods |  |
| * worker/s responsible. |  |
| 1. Waste that cannot be avoided, reused or recycled, is disposed of in approved off-site facilities. |  |
| 1. Records of waste transport and disposal of controlled wastes are kept. |  |
| 1. All stored waste is managed to minimise the risk of contaminating onsite and off-site areas. |  |
| 1. The Waste Management Program is reviewed and updated annually. The name of the person completing the review and the date of the review are documented. |  |
| **E8.2 Review input materials to reduce waste.** | |
| 1. Raw material inputs, size, quantity/weight, the potential for reuse or recycling, and the residual waste product must be considered in the selection of input materials. |  |
| **E9 Air** |  |
| **E9.1 Manage air quality.** | |
| 1. An Air Quality Management Program is documented and must include: |  |
| * date developed |  |
| * name of the person documenting the Program |  |
| * issue/s to be addressed |  |
| * area/location |  |
| * management methods |  |
| * worker/s responsible. |  |
| 1. The Air Quality Management Program is reviewed and updated annually. The name of the person completing the review and the date of the review are documented. |  |
| **E10 Energy and fuel** |  |
| **E10.1 Energy and fuel efficiency is optimised throughout the production system.** | |
| 1. Electricity and fuel consumption is reviewed at least annually. |  |
| 1. Efficient operating practices for premises, vehicles, machinery and equipment are identified and implemented. |  |
| 1. Servicing and maintenance records are kept for vehicles, machinery and equipment. |  |
| 1. Energy and fuel efficiency must be considered in the selection and/or design of new premises, vehicles, machinery and equipment. |  |
| **E10.2 Bulk fuel is stored to minimise environmental harm.** | |
| 1. Bulk fuel storages are located, constructed and maintained to minimise the risk of environmental contamination and contain spillage. |  |
| 1. A current Safety Data Sheet (SDS) is kept for all bulk fuel stored on the property. |  |

| **Freshcare Rules** | **Comments for 2024 Review** |
| --- | --- |
| 1. **Application** |  |
| * 1. A business may apply to be registered for the Freshcare Program either through participation in approved Freshcare training with a Freshcare approved training provider, or through direct application to Freshcare administration. |  |
| * 1. To register with Freshcare, a business must be a sole trader, partnership, limited or unlimited company, limited liability partnership or other structure of business as may be approved by Freshcare. |  |
| * 1. A business is required to complete a Freshcare registration form as part of the registration process and to provide a detailed business profile, including management and key contact information. |  |
| * 1. At least one representative of the management of a business must complete approved Freshcare training, as required by the Freshcare Standard(s) nominated by the business. |  |
| * 1. Each business must nominate the person within the business who is responsible for the management of the business’s compliance with the Freshcare Program and, to be the key contact for the business. |  |
| * 1. A business must be registered with Freshcare prior to applying for initial audit to a Freshcare approved Certification Body. |  |
| * 1. Any change to a business’s profile or key contact information or other details provided on registration must be notified to Freshcare via FreshcareOnline or Freshcare administration in writing within 28 days of the change. |  |
| * 1. Changes to a business’s information that may affect certification will be dealt with on a case by case basis by Freshcare. |  |
| * 1. Supporting documentation may be requested to provide evidence of a business’s information or changes to that information. |  |
| * 1. Freshcare may suspend or withdraw a business’s certification if false or misleading information is provided on the Freshcare registration form, on application for audit, or in subsequent business updates. |  |
| 1. **Sites** |  |
| * 1. All sites to be included under the scope of Freshcare certification must be disclosed on the Freshcare registration form and on application for audit. *A site is considered anywhere that fresh produce is produced, handled or stored (including, but not limited to, fields, paddocks, orchards, greenhouses, shade houses and growth rooms/chambers, packing facilities, ripening facilities, off site storage etc).* |  |
| * 1. Multiple sites may be registered under a single Freshcare registration only if they operate under a single management system and geographically allow *(approx. 50km/ 1-hour travel)* for all sites to be visited as part of a single reported audit. |  |
| * 1. When multiple sites are included under a single Freshcare registration: |  |
| * + 1. All sites must be visited at the initial Freshcare audit; |  |
| * + 1. *For the recertification audits*: |  |
| * + - 1. *all sites with input storage and handling and/or product storage and packing activities must be visited*; |  |
| * + - 1. *for the remaining growing only sites, the Certification Body will select a representative sample of these sites for audit, based on risk, and to ensure all growing only sites are visited across a three-year period*; |  |
| * + 1. *Additional sites to be added to the list of a business’s registered sites must be audited prior to inclusion on a Freshcare certificate and subsequently meet Clause 3.3.ii*. |  |
| * 1. Businesses with multiple sites that operate under different Management Systems or are in geographically distant locations, are required to register each site with Freshcare separately. |  |
| * 1. Multiple businesses that operate from one site (address) must be registered with Freshcare separately. A Freshcare audit must be scheduled for each individual business, but the audits may be conducted *consecutively*. |  |
| 1. **Scope** |  |
| * 1. *The Freshcare Standards provide certification options for businesses category and scope of* *operations as nominated in accordance with the Freshcare Crop List*. |  |
| * 1. Where a business is seeking certification for more than one crop, and the crops do not all have the same seasonal timing, the Certification Body will use a risk-based approach to determine if multiple visits are required to complete the audit process. *This will be documented and retained as part of the client records by the Certification Body.* |  |
| * 1. Between recertification audits, changes to the scope of Freshcare certification including categories, crops/*produce groups* and sites will be reviewed by the Certification Body using a risk-based approach to determine if there is a need for a scope extension audit. |  |
| * 1. The Certification Body will at each audit, reconfirm a business’s scope of operations including categories, *crops/produce groups* and sites as registered with Freshcare. |  |
| 1. **Certification Bodies and Auditors** |  |
| * 1. Only Freshcare approved Certification Bodies may conduct Freshcare audits. *A list of approved Certification Bodies is available on the Freshcare website*. |  |
| * 1. Only auditors complying with competency requirements set by Freshcare, and who are employed by or contracted to a Freshcare approved Certification Body, may conduct Freshcare audits. |  |
| * 1. On application for audit, a business must enter into a written contract with a Freshcare approved Certification Body for the provision of Freshcare certification services prior to the commencement of audit activity. The contract will include information pertaining to Standard(s), Scopes, Company Details (name, address, contacts), type of audit and other details required to be captured by the Certification Body. |  |
| * 1. It is a condition of registration for, and certification under, the Freshcare Program and must be incorporated into the contract with the Certification Body, that a business: |  |
| * + 1. Agrees to notify Freshcare and the Certification Body (in writing) of a serious food safety incident resulting in customer recall or stop supply within 48 hours of the incident; and |  |
| * + 1. Acknowledges and agrees that the certification status of the business will be available through FreshcareOnline (authorised users only) and publicly available through the business search function on the Freshcare website and the JAS-ANZ register *(where applicable)*. |  |
| * 1. The contract with the Certification Body must take into account the responsibilities of the business and must clearly include the following requirements: |  |
| * + 1. Audits are scheduled with adequate notice for both the business and the auditor/Certification Body *and auditors are appointed by the Certification Body with due consideration and care and should not be influenced by the business;* |  |
| * + 1. If the audit is an unannounced activity (preferred option), then the Certification Body shall provide notice to the business of the audit window to which the business expects the audit to occur (as per Clause 7 below); |  |
| * + 1. The cancellation of a scheduled audit may result in a penalty fee in accordance with the terms of the contract; |  |
| * + 1. The business must provide unimpeded access to the site and premises, to full documentation and records, and to product, for the purpose of conducting the audit; |  |
| * + 1. The business must provide all reasonable assistance required by the auditor in the conduct of the audit; |  |
| * + 1. The business must provide complete and accurate information as required by the auditor; |  |
| * + 1. An auditor may be accompanied on the audit for training or accreditation purposes, e.g. auditor training, auditor calibration, witness audits (Freshcare, Certification Body or Accreditation Body); |  |
| * + 1. Freshcare reserves the right to conduct its own audit on a business in response to complaints or as part of routine compliance activities. These audits may be announced or unannounced; |  |
| * + 1. A copy of the audit report, supporting documentation and Freshcare certificate will be made available to Freshcare, and the audit result will be communicated to Freshcare and the Accreditation Body; |  |
| * + 1. Freshcare may contact the business directly for feedback on auditor and/or Certification Body performance; |  |
| * 1. The business agrees with Freshcare to the matters set out in clauses 5.5 iii, 5.5 iv, 5.5 v and 5.5 vii – x and acknowledges and agrees that compliance with these provisions is a condition of registration for, and certification under, the Freshcare Program. |  |
| * 1. The business acknowledges and agrees that where consulting or training services related to the Freshcare Standard(s) have been provided to the business by an individual contracted to, or employed by a Certification Body, that individual is excluded from conducting *any* Freshcare audit for that same business within two years of completion of the consulting/training activity. |  |
| * 1. The business acknowledges and agrees that an auditor may refuse to carry out or finish a Freshcare audit: |  |
| * + 1. In the presence of a third party who they believe may intentionally or otherwise influence the outcome of the audit in an inappropriate manner; |  |
| * + 1. If they feel threatened or have been subject to abusive behaviour during the visit; |  |
| * + 1. If they deem that the business has not implemented the Freshcare Program, or no records are available; or |  |
| * + 1. If the site is empty or non-operational. |  |
| 1. **Changing Certification Bodies** |  |
| * 1. Subject to its contract with its nominated Certification Body, a business may change its nominated Certification Body at any time, provided that the business is not currently suspended from the Freshcare Program and there are currently no corrective actions outstanding *or outstanding payments* from previous audits. |  |
| * 1. A business is not required to inform their previous nominated Certification Body that it has transferred but must notify Freshcare of the change within 28 days of entering into a contract with a different Certification Body. |  |
| * 1. A business must declare on their audit application to a new Certification Body, the previous certification arrangements under Freshcare, including scope, sites and crops/*produce group(s)*. |  |
| * 1. Freshcare may give the new nominated Certification Body access to the business’s Freshcare records, including historical audit results and information from previous Certification Bodies. |  |
| 1. **Audit process** |  |
| * 1. After an initial audit, a business must ensure that it is audited, *as a minimum* to the following frequency: |  |
| * + 1. Food Safety & Quality Standard – annual audit; |  |
| * + 1. Food Safety & Quality Supply Chain Standard – annual audit; |  |
| * + 1. Environmental Code – annual audit; |  |
| * + 1. Environmental Viticulture – triennial audit; |  |
| * + 1. Environmental Winery Code – triennial audit. |  |
| * 1. Freshcare audits will take place in consideration of witnessing the businesses’ operations: |  |
| * + 1. *Records must be maintained and available for review to demonstrate compliance for all crops registered within the scope of registration;* |  |
| * + 1. *Food Safety & Quality - audit activities will take place in the harvest season, or as close to harvest as practically possible. If the audit takes place prior to harvest commencing, a follow-up visit may be required during production, or proof of compliance via other means may be required;* |  |
| * + 1. *For Food Safety & Quality – Supply Chain, audit activities will take place during operational months;* |  |
| * + 1. Environmental – the annual audit will take place during operational months; |  |
| * + 1. Environmental Viticulture – the triennial will take place during operational months; |  |
| * + 1. Environmental Winery – the triennial will take place during operational months. |  |
| * 1. Businesses are required to contact their nominated Certification Body to schedule Freshcare audits. |  |
| * 1. The Certification Body will then schedule recertification audits to take place up to 60 days prior to the certification anniversary month, which is a fixed month based on historical audit reporting. In the case of Food Safety and Quality, audits must coincide with harvest and Food Safety & Quality – Supply Chain audits must coincide with operational months. |  |
| * 1. The certification anniversary month can only be altered on request from a participating business, in consideration of changes to business scope. The certification anniversary month is displayed on Freshcare certificates as ‘Recertification Audit Due’ month. |  |
| * 1. The duration of a Freshcare audit will vary in consideration of business size and scope. The Certification Body utilises a risk-based approach when determining the audit durations. The nominated Certification Body will provide a time estimate and rationale for audit duration upon request. |  |
| * 1. The Freshcare audit will comprise of: |  |
| * + 1. An opening meeting with the nominated business representative and business management representative; |  |
| * + 1. *Review all compliance criteria of the relevant Freshcare Standard(s)*; |  |
| * + 1. *Full evaluation of all aspects of the Freshcare Standard(s), including physical operations (including, but not limited to, water sources and infrastructure; chemical and fertiliser storage and handling facilities; produce harvesting, packing and storage facilities) and all supporting documentation*; |  |
| * + 1. *Interview personnel* and evaluate records; |  |
| * + 1. Completion of the Freshcare checklist/report; and |  |
| * + 1. Report of findings and results presented to the business. *If any corrective actions are raised, then the auditor should leave a copy of these with the site prior to leaving the site.* |  |
| * 1. The audit result will be communicated to the business by the Certification Body, and documented by the Certification Body using FreshcareOnline, creating an electronic record. |  |
| * 1. Where corrective actions have been raised, the information will be communicated to the business, documented on FreshcareOnline and the timeframes and process for correction provided (as per Clause 8.2 below). |  |
| * 1. The full audit report, *including any subsequent evidence provided by the business for closure of corrective actions,* will be reviewed by the Certification Body prior to a certification decision. |  |
| * 1. Freshcare generally requires Freshcare approved Certification Bodies to ensure that an *initial* review is completed, the audit reported in FreshcareOnline and the audit report made available to the business within 10 working days of the audit. |  |
| 1. **Certification process** |  |
| * 1. On completion of a Freshcare audit, the auditor submits the audit report to the Certification Body for review. On completion of the audit review, there are two certification options available: |  |
| * + 1. *Certification recommended – a business has demonstrated adequate control over the process, and the management and workers display commitment to and understanding of the elements of the Freshcare Standard(s)*; |  |
| * + 1. Certification pending |  |
| * + - 1. *FSQ and FSQ-SC: a business has outstanding Critical, Major or Minor Corrective Actions raised at audit;* OR |  |
| * + - 1. ENV: a business has outstanding Critical or Major Corrective Actions raised at audit |  |
| * 1. At all audits, compliance with these rules and the Freshcare Standard(s) is considered in terms of: |  |
| * + 1. **Critical** Corrective Action Records (CARs) – an issue presenting an immediate risk to food safety or to the environment, or when the integrity of the Freshcare Program has been compromised. |  |
| * + - 1. *Critical CAR action plan must be addressed by the business and provided to the Certification Body within 48 hours of audit*; |  |
| * + - 1. *The business is immediately suspended (refer Clause 10.3) whilst a resolve is determined between the business and the Certification Body to close or downgrade the Critical CAR*; |  |
| * + - 1. *A re-audit may be required*. |  |
| * + 1. **Major** Corrective Action Records (CARs) – raised when there is the potential to compromise food safety, the environment or the integrity of the Freshcare Program. Compliance with the majority of Freshcare elements is considered essential to certification. Non-compliance with these elements at audit will be raised as a major corrective action. |  |
| * + - 1. Major CARs must be addressed within 28 days of audit. *For Food Safety & Quality – Supply Chain audits, Major CARs must be addressed within 14 days of audit;* |  |
| * + - 1. If a Major CAR is not resolved within the nominated period, the business’s certification status will be placed in ‘Certification Pending’ within the Freshcare database until such time as the corrective action(s) are addressed; |  |
| * + - 1. *If Major CARs are not resolved within 6 months of audit, the audit is deemed to have lapsed*. |  |
| * + 1. **Minor** Corrective Action Records (CARs) – raised where the issue is not likely to directly impact on food safety or the environment or the integrity of the Freshcare Program, *but still is of a nature that requires the business to act.* |  |
| * + - 1. Minor CARs must be addressed within 28 days of audit for Freshcare Food Safety & Quality. For Environment, the Minor CAR is to be closed prior to the next audit. |  |
| * + - 1. If a Minor CAR is not resolved within the nominated period, it becomes a Major CAR. The business must then address the corrective action as outlined under Major CARs above. |  |
| * 1. Businesses will be required to provide evidence in writing to their auditor/ Certification Body of action taken to address corrective action(s). On acceptance (close out) of all corrective action(s), Freshcare certification can be recommended. |  |
| * 1. Wherever practical, outstanding issues will be ‘closed out’ remotely through written or photographic evidence. However, in the event where evidence of ‘close out’ for outstanding issues cannot be provided remotely, a follow-up audit may need to be scheduled, at the expense of the business. |  |
| 1. **Certified businesses** |  |
| * 1. The Certification Body will provide the business with an electronic and/or hard copy certificate in the format approved by Freshcare from FreshcareOnline. |  |
| * 1. Once issued, Freshcare certificates are not transferrable to other businesses. |  |
| * 1. The certification status of all Freshcare certified businesses is accessible via: |  |
| * + 1. The business search function on the Freshcare website (the information displayed includes business name, location (state), Freshcare Standard or Code, certification status and Freshcare certification number); |  |
| * + 1. The JAS-ANZ register *(if applicable);* and |  |
| * + 1. FreshcareOnline (authorised users only). |  |
| 1. **Audit deferral, suspension and withdrawal** |  |
| * 1. Businesses not requiring Freshcare certification due to crop loss or similar adverse circumstances, can request ‘Audit Deferred’ status until such time as they recommence production. |  |
| * 1. Businesses with no audit scheduled or completed in accordance with these rules will be given an ‘Audit Pending’ status. |  |
| * 1. Businesses may be given a ’Suspended’ status if: |  |
| * + 1. The business unreasonably delays or continually defers a Freshcare audit; |  |
| * + 1. The auditor cannot complete an audit in full, including because the business fails to provide access to a site or records, or otherwise fails to cooperate in the audit process, *(as per Clause 5.5);* |  |
| * + 1. The business fails to pay any fees in connection with the Freshcare Program; |  |
| * + 1. The business supplies false or misleading information; |  |
| * + 1. A Critical CAR is raised; |  |
| * + 1. The Certification Body is of the opinion, reasonably held, that the business has breached a material provision of these rules or is not maintaining compliance with the stated requirements of the relevant Freshcare Standard(s) or these rules or is unable or unwilling to do so. |  |
| * 1. If a business’s certification is suspended and the ground for suspension is not capable of rectification or, if capable of rectification, the business does not take the necessary action(s) to rectify within a timeframe specified by the nominated Certification Body, the business’s registration(s) may be withdrawn by written notice from the Certification Body. Notification will occur to Freshcare and the Accreditation body *and business details will be removed from public registers*. |  |
| * 1. *Freshcare has the right to provide confirmation of a businesses’ Freshcare certification status*. |  |
| 1. **Fees** |  |
| * 1. Fees for certification services (e.g. auditing services) are payable to the Certification Body by the business. |  |
| * 1. A Freshcare certification fee is collected from a business by the Certification Body and remitted to Freshcare. |  |
| * 1. Freshcare fees are reviewed annually and advised *via the Freshcare website.* |  |
| * 1. Payment of all fees by participating businesses is a requirement for the business’s continued Freshcare certification (as per Clause 10.3 iii). |  |
| 1. **Prosecution and regulatory sanctions** |  |
| * 1. A business must notify Freshcare and its nominated Certification Body of any prosecutions brought, or likely to be brought against the business, in relation to any business activities within the scope of their Freshcare certification. |  |
| 1. **Complaints and Appeals** |  |
| * 1. *A complaint or appeal in relation to Certification Body services is to be directed to the Certification Body. The Certification Body must have a process to handle complaints and appeals*. |  |
| * 1. *The Business can contact Freshcare for assistance in resolving a complaint between them and the Certification Body should an initial outcome not be satisfactorily managed*. |  |
| * 1. *Complaints in relation to activities undertaken by Freshcare will be managed in accordance with Freshcare’s complaints procedure*. |  |
| 1. **Communication** |  |
| * 1. Freshcare has a custom designed database for the management and administration of all aspects of the Freshcare Program (FreshcareOnline). |  |
| * 1. Freshcare participating businesses are allocated a unique user logon to FreshcareOnline for access to Freshcare training and certification details including current certificates, Freshcare documents, resources and program updates. |  |
| * 1. Instructions on how to access FreshcareOnline is provided in the ‘FreshcareOnline User Guide – Grower’ and is available on the Freshcare website. |  |
| * 1. Freshcare will communicate Freshcare Program updates and changes to participating businesses via FreshcareOnline; the Freshcare website; email; newsletters or other forms of communication as required. |  |
| 1. **Use of the Freshcare corporate logo and certification logo** |  |
| * 1. The Freshcare name and corporate logo may be used by a certified business upon written permission from Freshcare in accordance with the Freshcare logo style guide specifications (available via FreshcareOnline). Businesses must apply in writing, to use the Freshcare name and corporate logo and, upon approval, Freshcare will provide the Freshcare corporate logo artwork for use. |  |
| * 1. The Freshcare certification logo may be used by a certified business subject to the following requirements. |  |
| The business must: |  |
| * + 1. Make a request in writing for the Freshcare certification logo artwork; |  |
| * + 1. Only use the Freshcare certification logo artwork precisely as provided by Freshcare, incorporating their unique Freshcare certification number; |  |
| * + 1. Use the Freshcare certification logo in accordance with the Freshcare logo style guide specifications; |  |
| * + 1. Only use the Freshcare certification logo in connection with products grown and/or packed in compliance with the requirements of Freshcare certification; and |  |
| * + 1. Only use the Freshcare certification logo on trade level packaging and pallets that are not intended for display at point of sale *(consumer facing packaging).* |  |
| * 1. The Freshcare name, corporate logo, or certification logo, must not be used on a product, consumer level packaging, or at point of sale in direct connection to a single product. |  |
| * 1. The Freshcare name, corporate logo, or certification logo must not be misrepresented or used in any manner that could be misconstrued or may be defamatory to Freshcare. |  |
| * 1. Permission to use the Freshcare logo in any way other than as specified in these rules must be requested in writing and approved by Freshcare. |  |
| * 1. A business must immediately cease using the Freshcare name, corporate logo and certification logo if its certification has been in certification pending for more than 28 days, has lapsed (certificate expired), or has been suspended or withdrawn. |  |
| * 1. A business with permission to use the Freshcare name or logo(s) acknowledges and agrees that Certification Bodies are requested to advise Freshcare of any misuse of the Freshcare name or logo(s). |  |
| 1. **Use of information** |  |
| * 1. Each business acknowledges and agrees that Freshcare may use, disclose or publish information concerning the business obtained in connection with the Freshcare Program, including information relating to a business’s status, as specified in these rules and otherwise as Freshcare considers reasonably necessary for the purposes of the Freshcare Program. |  |
| * 1. Each business acknowledges and agrees that Freshcare may disclose information concerning the business to any government authority for any lawful purpose and otherwise as required by law. |  |
| * 1. Certain information handled by Freshcare may be personal information, as defined in the Privacy Act 1988 (Cth). Personal information obtained by Freshcare is generally handled in accordance with Freshcare’s Privacy Policy, as available *on Freshcare Website and amended from time to time*. |  |
| 1. **Liability and indemnity** |  |
| * 1. To the extent permitted by law, Freshcare’s liability for any loss, damage, cost or expense suffered by a business in connection with the Freshcare Program or its participation in or withdrawal from it, including any breach by Freshcare of a consumer guarantee, is limited to the annual fee payable to Freshcare in accordance with Clause 11 of these rules. |  |
| * 1. In no event will Freshcare be liable to a business for indirect loss, damage, cost or expense. |  |
| * 1. The business acknowledges and agrees that Freshcare is not party to the contract a business must enter with its nominated Certification Body for the conduct and reporting of a Freshcare audit. |  |
| * 1. The business indemnifies Freshcare, its officers, employees and agents against all damages, losses, costs and expenses incurred by any of them arising out of any non-compliance with these rules except to the extent such damages, losses, costs and expenses were caused by Freshcare, its officers, employees or agents. |  |
| 1. **Governing law and jurisdiction** |  |
| * 1. The agreement evidenced by these rules is governed and must be construed with the laws of New South Wales. |  |