

# Freshcare Recognised Suppliers Register – terms and conditions

## 1. Introduction

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- 1.1. The Freshcare Recognised Suppliers Register (“**FRSR**”) provides an online listing of businesses that have registered, met specific criteria and paid to participate as a **recognised supplier**.
- 1.2. The FRSR provides a **registered business** with the ability to advertise their services and (where applicable) evidence of their certification, to an **end user** (Freshcare participating business and other potential customers in the fresh produce industry).
- 1.3. Data made available on the FRSR is provided for **fair use** by businesses involved in the fresh produce industry, it should not in any way be sublicensed to another user for **unintended purposes**.
- 1.4. The FRSR is available on the Freshcare website: [www.freshcare.com.au/recognised-suppliers](http://www.freshcare.com.au/recognised-suppliers)

## 2. Registration

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- 2.1. Businesses can complete the registration form on the Freshcare website to be listed on the FRSR.
- 2.2. Details captured at registration include business profile, selection of supplier categories, logos/images and any certificate/letters to be included (maximum of two documents) nominating expiry dates if applicable.
- 2.3. The registration process also requires the business to nominate whether the website listing is to be a **standard listing** or **premium listing**.
- 2.4. Upon registration a business will have a username and password created for future edits.
- 2.5. Freshcare will review each business registration including information, files, and that the business meets the nominated 'supplier category' and criteria for the registration to progress to payment.
- 2.6. Unsuccessful registrations will be advised via email and may have the opportunity to provide more information if applicable.
- 2.7. Unsuccessful registrations may be declined from progressing due to not meeting supplier category criteria or other requirements.

## 3. Agreement

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- 3.1. Upon registration as a **recognised supplier**, the registered business agrees to satisfy the requirements of registration and to comply with these terms and conditions, as notified by Freshcare.
- 3.2. Freshcare reserves the right to modify these terms and conditions at any time.
- 3.3. Any revised terms and conditions will be posted on the Freshcare website.
- 3.4. Modifications shall take effect immediately following posting of the new terms and conditions.

## 4. Payment

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- 4.1. Payment of registration for the FRSR is required following registration.
- 4.2. A **tax invoice** will be issued within ten (10) working days of registration review, to progress the business to the FRSR for website listing.
- 4.3. Payment of the tax invoice for registration must be made using any one of the available payment options.
- 4.4. Payment of the tax invoice must be received prior to the website listing being published.
- 4.5. An annual renewal notice and tax invoice will be issued six (6) weeks prior to the business listing expiring.
- 4.6. Tax invoices and annual renewal notices that go unpaid will result in the removal of the business website listing as a recognised supplier.

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## 5. Website listing

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- 5.1. Website listing options are available as **standard listing** or **premium listing**, as nominated at the time of registration, and paid via the Tax Invoice issued from Freshcare.
- 5.2. Standard listings will display on the website at random, under the specified supplier category nominated.
- 5.3. Premium listings will appear at random on the front search page of the website, and in the first positions/first page for each specified supplier category nominated.
- 5.4. It is the responsibility of the registered business to ensure information, images and documents attached to the FRSR are current and correct.
- 5.5. In order to edit the information, images or attachments for a registered business, advise Freshcare by email at [admin@freshcare.com.au](mailto:admin@freshcare.com.au).
- 5.6. Changes or modifications to a website listing may take up to three (3) business days to go live on the website.
- 5.7. Freshcare reserves the right to make changes and/or re-format the FRSR at any time.
- 5.8. Notification of changes will be sent by email to registered businesses prior to modifications that may impact their website listing occurring.

## 6. Cancellation policy

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- 6.1. Cancellation and/or a request for refund must be made in writing to [admin@freshcare.com.au](mailto:admin@freshcare.com.au) within 30 days of registration.
- 6.2. No refunds will be processed after 30 days of registration.
- 6.3. Freshcare may cancel a website listing at any time due to a breach, or investigation into a breach, of these terms and conditions.
- 6.4. No refund will be provided to any website listing that is cancelled due to a breach of these terms and conditions.

## 7. Advertising and use of logo

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- 7.1. The registered business may not use the Freshcare name or logo or term "Freshcare Recognised Supplier" or any other mark owned by or affiliated with Freshcare, without prior written consent.
- 7.2. The Freshcare name, logo and affiliated terms shall not be misrepresented or used in any manner that could be misconstrued as endorsement by Freshcare.
- 7.3. The Freshcare name or logo or affiliated terms shall not be used in any defamatory manner.

## 8. Privacy policy

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- 8.1. The information being collected for the FRSR may be personal information.
- 8.2. Freshcare takes its obligations under the *Privacy Act 1988 (Cth)* very seriously.
- 8.3. By providing the information captured at registration, you consent to Freshcare dealing with that information in the manner set out in the [Freshcare Privacy Policy](#).

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## 9. Disclaimer

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- 9.1. While Freshcare endeavours to ensure that the FRSR is accurate, complete and current Freshcare makes no representation in relation to the accuracy, completeness or currency of the FRSR.
- 9.2. Reliance on the information provided by businesses listed on the FRSR is at the end users' own risk.
- 9.3. End users and customers should always make independent enquiries and seek professional advice regarding compliance with applicable laws and other legal obligations.
- 9.4. Freshcare Limited disclaims all liability and responsibility to any person arising directly or indirectly from reliance on the use FRSR and for any consequences of such use arising out of such reliance, whether or not caused by the negligence of Freshcare Limited, to the maximum extent permitted by law.

## 10. Feedback and dispute resolution

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- 10.1. Freshcare is committed to seeking and receiving feedback about our services, systems, practices, procedures, products and complaint handling.
- 10.2. Feedback, compliments and complaints can be made online via the [Enquiry Form](#).
- 10.3. When responding to complaints, Freshcare will act in accordance with its complaint management policy, copies of the policy can be requested via email to: [admin@freshcare.com.au](mailto:admin@freshcare.com.au).
- 10.4. Freshcare will not be involved in resolving complaints or disputes between outside parties.

## 11. Definitions

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- 11.1. **End user** is a third party, such as Freshcare participating businesses and other potential customers in the fresh produce industry that access information from the FRSR.
- 11.2. **Fair use** refers to use of FRSR by the fresh produce industry for the purposes outlined in these terms and conditions. Fair use can also refer to the limited copying of copyrighted material that may have occurred when registered businesses provide content and logos for use.
- 11.3. **FRSR** stands for Freshcare Recognised Suppliers Register.
- 11.4. **Premium listing** provides premium positioning and highlighting on webpages and within category searches when compared to standard listings.
- 11.5. **Recognised supplier** any registered business that is displayed on the Freshcare website: [www.freshcare.com.au/recognised-suppliers](http://www.freshcare.com.au/recognised-suppliers)
- 11.6. **Registered business** refers to the 'business' that has registered and agreed to these terms and conditions, to be part of the FRSR.
- 11.7. **Standard listing** refers to all non-premium business website listings on the Freshcare website: [www.freshcare.com.au/recognised-suppliers](http://www.freshcare.com.au/recognised-suppliers)
- 11.8. **Tax invoice** an invoice stating the fees for service and any applicable goods and services tax (GST).
- 11.9. **Unintended purposes** any purpose not outlined as the intention or goal of service that the FRSR is intended to provide; any use or purpose that is outside the details listed in these terms and conditions.
- 11.10. **Website listing** refers to the live published information of a registered business on the FRSR that may be found on the Freshcare website: [www.freshcare.com.au/recognised-suppliers](http://www.freshcare.com.au/recognised-suppliers)