

## Freshcare Industry Advice Notice – FSQ4.2 Rule Amendments

<b>Who does this notice affect:</b>	Participating Businesses. Approved Certification Bodies. Participating Businesses. Approved Certification Bodies and Auditors. Accreditation Bodies.
<b>For the information of:</b>	Global Food Safety Initiative (GFSI). Industry Stakeholders. Members Organisations. Approved Trainers.
<b>Applicable Standard:</b>	Freshcare Food Safety and Quality (on farm) FSQ4.2
<b>Applicable crop and scope:</b>	All FSQ4.2 Growers and Grower/Packers
<b>Date released:</b>	26 June 2023
<b>Date commences:</b>	Audits commencing from <b>1 September 2023</b>
<b>Authorised by:</b>	Fiona Grime – GM Compliance, Freshcare Limited.

### Purpose

The purpose of this document is to advise participating businesses, certification bodies, and related stakeholders of changes to the program rules for the Freshcare Food Safety and Quality Standard Edition 4.2 (FSQ4.2).

To maintain the relevancy and validity of our program, we periodically review and update our rules and requirements.

We want to ensure that all participants in our certification program are aware of these changes and understand how they may impact their current or future certification status. In this notice, we outline the specific changes that have been made and provide guidance on how to comply with these new rules.

### Key Points

- In accordance with our Program Rules, Freshcare will provide you 28 days' notice of the changes to the Program. This notice outlines the changes.
- This document **replaces** the Freshcare Rules as documented in pages 6 through to 15 in the current published version of the FSQ4.2 Standard - November 2020 (dated footer JAN 2021).
- This document **must be retained** on file in accordance with the FSQ Standard (Documents M2.2).
- Two (2) significant rule changes are applied to the Program Rules of the Standard, **under R1 Scope**.
  - Unannounced audits will be scheduled by Certification Bodies (CB) at a **minimum of 10%** per Certification Body per calendar year.
  - Unannounced audit window reduced from 60 days to a **30-day** period.

## Outline of Changes

The changes indicated below apply to the following section “Freshcare Rules”. This commences on page 6 of the FSQ4.2 Standard.

<b>Section</b>	<b>Changes</b>
Opening paragraphs.	Unchanged.
R1 Scope.	<ul style="list-style-type: none"> <li>• Amendment of Table               <ul style="list-style-type: none"> <li>○ to remove unannounced audits 1 in 4-year information; and</li> <li>○ insert new clause details.</li> </ul> </li> <li>• Insert new clause R1 5(b).</li> </ul>
R2 Freshcare Registration process.	Unchanged.
R3 Two-part Audit process.	Unchanged.
R4 Freshcare Certification process.	Unchanged.
R5 Corrective Action Report (CAR)	Unchanged.
Rating and Closure.	
R6 (Reserved for future use).	Unchanged.
R7 Fees.	Unchanged.
R8 Suspensions and Withdrawal.	Unchanged.
R9 Complaints and Appeals.	Unchanged.
R10 Use of the Freshcare Logo.	Unchanged.

Queries regarding these changes can be directed to:

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Phone: +61 2 8039 9999

## Freshcare Rules

These Freshcare Rules are the terms on which, upon registration, a business agrees to participate in the Freshcare Program. Businesses participating in the Freshcare Program must comply with the Freshcare Rules and the Freshcare Standard(s) nominated by the business, at all times.

Failure to comply with the Freshcare Rules or the requirements of the nominated Freshcare Standard(s) may result in a business’s Freshcare certification being suspended or withdrawn.

Updates to the Freshcare Rules and Freshcare Standard(s) will occur from time to time. Businesses will be given at least 28 days’ notice of the changes via FreshcareOnline, the Freshcare website and email, and must ensure full compliance with the changes within the timeframe stated in the notice.

A business’s obligations to comply with the Freshcare Rules and Freshcare Standard(s) are in addition to its obligations to comply with the law, including any regulatory requirements. It is important for businesses to be aware that compliance with the Freshcare Rules and Freshcare Standard(s) does not ensure compliance with the law and does not exempt a business from doing so.

## R1 Scope.

Freshcare Certification against this Standard covers business operations involved in primary production activities as outlined in the following table:

Standards	Code	Applicable to	Audit Cycle	Audit Duration	Unannounced
Freshcare Food Safety & Quality.	FSQ4.2.	<p><b>Grower</b> Grower Includes businesses involved in production and harvest of a crop, pre-farm gate.</p> <p><b>Packer</b> Includes businesses involved in receiving, handling, packing and re-packing of fresh produce (does not include further processing of whole products).</p>	<p><b>Annual</b> will take place in consideration of witnessing the businesses' operations and shall occur during harvest/operational months. The Certification Body will conduct recertification audits to take place up to 60 days prior to the re-certification audit due month, which is a fixed month based on historical audit reporting.</p>	<p><b>Min 4 hrs</b> The duration of a Freshcare audit will vary in consideration of business size and scope and will be set by the Certification Body. A justified variation to duration can be applied by the Certification Body of not more than 20% under the minimum stated duration and this justification shall be recorded within FreshcareOnline and the audit report.</p>	<p>A MINIMUM of 10% of each Certification Body's clients in each calendar year are to be selected to have unannounced audits. This does not include the initial audit to the standard. Your CB will determine the cycle for unannounced audit to occur (refer below).</p>

1. Businesses are required to contact their nominated Certification Body (CB) to schedule Freshcare audits, allowing sufficient time for the audit to be conducted PRIOR to certificate expiry.
2. 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.
3. 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.
4. Audits are scheduled with adequate notice for both the business and the auditor/Certification Body (in accordance with R1) and the auditors are appointed by the Certification Body with due consideration and care and should not be influenced by the business.

5. All unannounced audits shall meet the following criteria:
  - a. the Certification Body shall provide the business the expected audit window (re-certification audit due month date minus 60 days) as part of the contract or audit plan for audit service;
  - b. a 30-day timeframe within the audit window for which the unannounced audit is to occur; and
  - c. the Certification Body shall allow the client to submit a request for approval for blackout dates for up to ten (10) days of non-operation per audit activity. Blackout dates shall be requested and approved prior to the commencement of the audit window.
6. The business shall provide unimpeded access to the site and premises, full documentation and records, and to product, for the purpose of conducting the audit and provide all reasonable assistance required by the auditor in the conduct of the audit.
7. The Certification Body shall at each audit, reconfirm a business's scope of operations including categories, crops/produce groups and sites as registered with Freshcare, and any exclusions to certification.
8. 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.
9. 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. This can be conducted either on site or remote (as per R3) at the discretion of the CB.
10. The business acknowledges and agrees that an auditor (or a Certification Body) may refuse to conduct or complete a Freshcare audit:
  - a. In the presence of a third party who they believe may intentionally or otherwise influence the outcome of the audit in an inappropriate manner, including consultants.
  - b. If they feel threatened or have been subject to abusive behaviour during the visit.
  - c. If the site is empty or non-operational.
  - d. If they deem that the business has not implemented the Freshcare Program, or no records are available.
  - e. If the business fails to provide complete and accurate information as required by the auditor.

## R2 Freshcare Registration Process.

1. A business is considered a legal operating entity - eg: a sole trader, partnership, limited or unlimited company, limited liability partnership.
2. Businesses shall apply to be registered for the Freshcare Program either through participation in approved Freshcare training or via application to Freshcare. A minimum of three (3) months should be allowed between training and audit to allow for implementation of the standard on site prior to audit.
3. A business shall complete a Freshcare registration form as part of the registration process and provide a detailed business profile, including management and key contact information. The key contact shall be responsible for the management of the business's compliance with the Freshcare Program.

4. All sites to be included under the scope of certification shall be disclosed on the Freshcare registration form and on application for audit.
  - a. 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, warehouses, off site storage etc).
  - b. Multiple sites may be registered under a single Freshcare registration only if they operate under a single management system and geographically allow (approx.100km/ 1.5-2-hour travel) for all sites to be visited as part of a single reported audit.
  - c. When multiple sites are included under a single Freshcare registration:
  - d. All sites must be visited at the initial Freshcare audit;
  - e. For the recertification audits all sites with input storage and handling and/or product storage and packing activities shall be visited.
5. 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.
6. 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 R2 (4).
7. Multiple businesses that operate from one site (address) shall be registered with Freshcare separately. A Freshcare audit shall be scheduled for each individual business, but the audits may be conducted consecutively.
8. Each business participating in the program shall have least one (1) representative of the management complete approved training, as required by the Freshcare Standard(s):
  - a. This training shall be conducted prior to an audit being undertaken at the time of initial registration to the program.
  - b. Where this person leaves, the business shall require a new trained representative to commence training within three (3) months.
9. These Rules are the terms on which, upon registration, a business agrees to participate in the Freshcare Program:
  - a. Businesses participating in the Freshcare Program shall comply with these Rules and the Freshcare Standard(s) nominated by the business at all times.
  - b. Failure to comply with the Rules or the requirements of the nominated Freshcare Standard(s), may result in a business's Freshcare certification being suspended or withdrawn.
  - c. The Business shall notify both the Certification Body and Freshcare (in writing) of a serious food safety incident resulting in a product recall or customer applying for a stop supply within 48 hours of the incident.
  - d. 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.
  - e. 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).

10. Certain information handled by Freshcare may be personal information, as defined in the Privacy Act 1988 (Cth). Personal information obtained by Freshcare is handled in accordance with Freshcare’s Privacy Policy, as available on Freshcare website and amended from time to time.
11. A business shall 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.
12. 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.
13. Any change to a business’s profile or key contact information or other details provided on registration shall be notified to Freshcare in writing within 28 days of the change.
14. Certificates are not transferable between separate business entities. If a business requires a change to Legal name/ABN details, then they must contact their certification body to enact this change.

### R3 Two-part Audit process.

This section outlines the processes to be followed regarding an option of a two-part audit process (remote auditing). This process is VOLUNTARY and must be mutually agreed with the participating Business and the CB in writing (refer R4-3).

A Factsheet for Freshcare two-part audit procedure has been developed to support the implementation.

<b>Audit</b>	<b>Component</b>	<b>Rule</b>	<b>Implementation/ Notes</b>
Part A	Remote component. Shall be conducted in accordance with Two- part audit process procedure.	Must be conducted first. Rules under R4 still apply.	Can be started prior to harvest or operational months.
Part B	On -site component.	No greater than 30 days after Part A, unless exception has been approved by CB, in accordance with Two- part audit process procedure.	Any items that have not been provided during Part A shall be followed through during Part B to ensure a complete audit outcome.  Non conformances raised as part of Part A still are reportable as part of the audit outcome and shall be addressed separately by the business as per R5.

#### R4 Freshcare Certification Process.

1. Only Freshcare approved Certification Bodies can conduct Freshcare audits. A list of approved Certification Bodies, with their scopes is available on the Freshcare website.
2. Upon application for audit, a business shall enter 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 may include information pertaining to Standard(s) to be assessed, scopes of the operations of the business, Company Details (name, address, contacts), type of audit, estimated audit duration and other details required to be captured by the Certification Body.
3. 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.
4. 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 (2) years of completion of the consulting/training activity.
5. 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, GFSI).
6. The Freshcare audit will comprise of:
  - a. an opening meeting with the nominated business representative (key contact) and shall involve the trained representative.
  - b. review all compliance criteria of the relevant Freshcare Standard(s);
  - c. 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.
  - d. interview personnel and evaluate records; and
  - e. a closing meeting to review findings and advise the business of next steps.
7. At the completion of the audit, the result will be communicated to the business by the Certification Body, and documented by the Certification Body using FreshcareOnline, creating an electronic record.
8. Where corrective actions have been raised (refer R5), the information will be communicated to the business, a copy left at the conclusion of the audit, documented on FreshcareOnline and the timeframes and process for correction provided.
9. 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.
10. 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 'Re-certification Audit Due' month.
11. On completion of a Freshcare audit, the auditor submits the audit report to the Certification Body for review. On completion of the audit review, a certification decision is made by the Certification Body:
  - a. If successful, the Certification Body will provide the business with an electronic and/or hard copy certificate in the format approved by Freshcare from FreshcareOnline, based on

- the following criteria being met:
- b. payment of all fees; and
  - c. closure of all CAR's by the business.
12. The business acknowledges and agrees that:
- a. 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.
  - b. This information may be used by Freshcare, the Accreditation Body and GFSI for the purpose of reviewing and assessing the integrity of the program (at both the auditor and CB level), in the investigation of complaints made by parties, or in response to known incidents.
  - c. The certification status of all Freshcare certified businesses is accessible via:
  - d. the business search function on the Freshcare website (the information displayed includes business name, location (state), Freshcare Standard, Certification status and Freshcare certification number);
  - e. the JAS-ANZ register (if applicable); and
  - f. FreshcareOnline (authorised users only).

#### R5 Corrective Action Report (CAR) Rating and Closure.

Rating		Actions	
Critical	an issue presenting an immediate risk to food safety, or when the integrity of the Program has been compromised.	Critical CAR action plan shall be addressed by the business and provided to the Certification Body within 48 hours of audit. A re-audit may be required.	The business is immediately suspended (refer R8) whilst a resolution is determined between the business and the Certification Body to close the Critical CAR. When CAR Plan is agreed by the Certification Body, the CAR's must be fully closed within 28 days for the certification to be issued.
Major	raised when there is the potential to compromise food safety, or the integrity of the Program, including breaches of logo use. Compliance with the majority of Standard elements is considered essential to certification.	Major CARs must be addressed within 28 days of audit.	CAR's remaining outstanding after six (6) months deems the audit invalid, resulting in the business having to undergo a new audit.



Minor	raised where the issue is not likely to likely to directly impact on food safety or the integrity of the Program, but still is of a nature that requires the business to act.	Minor CARs must be addressed within 28 days of the audit.	CAR's remaining outstanding after six (6) months deems the audit invalid resulting in the business having to undergo a new audit.
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1. All corrective actions raised at audit must closed out within the time frames indicated for certification to be issued.
2. 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.

#### R7 Fees.

1. Payment of all fees by participating businesses is a requirement for the business's continued Freshcare certification.
  - a. Fees for certification services (e.g. auditing services) are payable to the Certification Body by the business, under the terms of the individual contract.
  - b. The cancellation of a scheduled audit may result in a penalty fee in accordance with the terms of the contract between the Certification Body and the business.
  - c. A Freshcare certification fee is collected from a business by the Certification Body and remitted to Freshcare. Freshcare fees are reviewed annually and advised via the Freshcare website.

#### R8 Suspensions and Withdrawal.

1. Suspension and Withdrawal from program may occur where:
  - a. false or misleading information is provided on application for audit, or in subsequent business updates.
  - b. a Critical CAR is raised.
  - c. the business unreasonably delays or continually defers a Freshcare audit.
  - d. 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.
  - e. the business fails to pay any fees in connection with the Freshcare Program in accordance with the contractual terms of the Certification Body.
  - f. the business supplies false or misleading information.
  - g. 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.

2. 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 businesses details will be removed from public registers.

#### R9 Complaints and Appeals.

1. Freshcare may contact the business directly for confidential feedback on auditor and/or Certification Body performance.
2. 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.
3. 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.
4. 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. There is an enquiry form available on our website [www.freshcare.com.au/contact-us/enquiry-form/](http://www.freshcare.com.au/contact-us/enquiry-form/)
5. Complaints in relation to activities undertaken by Freshcare will be managed in accordance with Freshcare's complaints procedure.

#### R10 Use of the Freshcare Logo.

1. The Freshcare name, corporate logo, or certification logo, shall not be used on a product, consumer level packaging, or at point of sale in direct connection to a single product.
2. 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.
3. 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.
4. The Freshcare certification logo may be used by a certified business subject to the following requirements. The business must:
  - a. make a request in writing for the Freshcare certification logo artwork;
  - b. only use the Freshcare certification logo artwork precisely as provided by Freshcare, incorporating their unique Freshcare certification number;
  - c. use the Freshcare certification logo in accordance with the Freshcare logo style guide specifications;
  - d. only use the Freshcare certification logo in connection with products grown and/or packed in compliance with the requirements of Freshcare certification; and
  - e. 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).
5. 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.



6. 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.
7. 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).