

Freshcare Industry Advice Notice – AWISSP-WIN Rule Amendments

Who does this notice affect:	Participating Businesses. Approved Certification Bodies. Participating Businesses. Approved Certification Bodies and Auditors.
For the information of:	Industry Stakeholders. Members Organisations. Approved Trainers.
Applicable Standard:	Australian Wine Industry Standard of Sustainable Practice - Winery (AWISSP-WIN) Edition 1.1.
Applicable scope:	Winery and Wine Business
Date released:	30 June 2023
Date commences:	Audits commencing from 1 September 2023
Authorised by:	Fiona Grime – GM Compliance, Freshcare Limited.

Purpose

The purpose of this document is to advise stakeholders of the rules changes to the Australian Wine Industry Standard of Sustainable Practice - Winery (AWISSP-WIN). 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 5 through to 9 in the current published version of the AWISSP-WIN Standard – Edition 1.1.
- This document **must be retained** on file in accordance with the WIN Standard (Documentation M3.1).
- Summary of changes
 - Expansion of Rules R1 – Scope.
 - Expansion of Rules R2 – Freshcare Registration Process
 - Additional rules to accommodate the completion of the two-part audit process, **R3 Two-part Audit process**. Note subsequent re-numbering of remaining clauses.
 - Expansion of Rules R4 – Freshcare Certification Process
 - Corrective Action Report (CAR) Rating and Closure includes an allowance for observations to be documented at audit.

Outline of Changes

The changes indicated below apply to the following section “Freshcare Rules”. This commences on page 5 of the AWISSP-WIN Standard.

Section	Changes
Opening paragraphs.	Unchanged.
R1 Scope.	<ul style="list-style-type: none"> ● Insertion of new row to table <ul style="list-style-type: none"> ○ Inclusion for scope - International Wine Business
R2 Freshcare Registration process.	<ul style="list-style-type: none"> ● Insertion of new clauses: <ul style="list-style-type: none"> ○ R2-1, 2 and 3. Provides clarity on the business structures being certified. ● Additional criteria: <ul style="list-style-type: none"> ○ R2-4 (a), (b) and (c). Provides clarity on contacts within the business. ● Insertion of new clauses: <ul style="list-style-type: none"> ○ R2-5(a) and (b). Include the definition of a site in terms of certification. ○ R2-7 to 10. Include the allowance for multiple sites in terms of certification and utilization of a central organisation model. ○ R2-11 and 12. Provide clarity that certification is not transferable between business entities and termination of contract under central organization model. ○ R2-14(a) and (b). Clarity on Freshcare training requirements.
R3 Two-part Audit process.	Inclusion of rules for the completion of two-part audits process.
R4 Freshcare Certification process.	<ul style="list-style-type: none"> ● Insertion of new clause: <ul style="list-style-type: none"> ○ R4-1. Provide clarity on recommended timeframe between training and initial audit.
R5 Corrective Action Report (CAR) Rating and Closure.	<ul style="list-style-type: none"> ● Inclusion into table: <ul style="list-style-type: none"> ○ Observations being raised at the audit for continuous improvement.
R6 Fees.	Unchanged.
R7 Suspensions and Withdrawal.	Unchanged.
R8 Complaints and Appeals.	Unchanged.

Queries regarding these changes can be directed to: Email: info@freshcare.com.au

Phone: +61 2 8039 9999

Freshcare Rules

R1 Scope

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
Freshcare Australian Wine Industry Standard of Sustainable Practice - Winery	AWISSP-WIN1	<p>Winery Includes businesses involved in the production of wine.</p> <p>Wine Business Includes businesses that sell wine under their own label, but do not own a winery. <i>Refer to Appendix.</i></p>	<p>Triennial (3 years)</p> <p>The Certification Body will conduct 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.</p>	The duration of a Freshcare audit will vary in consideration of business size and scope and will be set by the Certification Body.

R2 Freshcare Registration Process

1. A business is considered a legal operating entity, such as a sole trader, partnership, limited or unlimited company, limited liability partnership. It also meets the following:
 - a. where in Australia, holds an Australian Government ABN;
 - b. where International, is a legally registered business in the Country in which it is conducting operations for the purposes of certification;
 - c. the business is a client of CB for the purposes of certification.
2. Businesses shall apply to be registered for the Freshcare Program either through participation in approved Freshcare training or via application to Freshcare.
3. Businesses registering with Freshcare for audit purposes should be consistent with the business details registered with Sustainable Winegrowing Australia in relation to ownership and management.
4. The registration must include a detailed business profile, including management and key contact information. The key contact will be responsible for the management of the business's compliance with the Freshcare Program. The key contact may be:
 - a. a corporate entity/ parent business with oversight of all related entities; or
 - b. a management services entity acting under contractual agreement to conduct and provide operational activities for several individual business entities; or
 - c. single person responsible for business decisions.
5. A site is defined as:
 - a. winery - considered land on which a winery is located, and product is produced, handled, and stored. This will have a physical address.
 - b. for wine businesses - this is the office for the registered address of the entity.
6. All sites to be included under the scope of a business's certification must be disclosed on the Freshcare registration form and on application to certification body for audit.

7. There is an allowance for certification to be obtained through utilising the central organisational model. A business wishing to utilise this model shall contact their Certification Body to determine eligibility and ascertain details.
8. In the case that the individual business has multiple sites, these may be registered under a single registration if they
 - a. operate under a single management system, and
 - b. geographically allow (approx.100km/ 1.5-2-hour travel) for all sites to be visited as part of a single reported audit.
9. All winery operations shall be visited for inclusion on a certificate.
10. Multiple businesses that operate from one site (address) shall be registered with Freshcare separately. The audit shall be scheduled for each individual business, but the audits may be conducted consecutively.
11. 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.
12. Should the business/ entity cease to operate under the central organisation model (as per R2 (7)), due to sale or contract termination, then the certificate is no longer valid, and the business/ entity will need to undertake the certification process again.
13. Any change to a business's profile or key contact information or other details provided on registration must be notified to the certification body in writing within 28 days of the change.
14. 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 time of initial registration to the program; and
 - b. Where this person leaves, the business shall require a new trained representative to commence training within three (3) months.
15. 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 must 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. 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;
 - 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. 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.

R3 Two-part Audit process.

1. 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.
2. Wine Business Audits can be conducted as fully remote audits.

Audit	Component	Rule	Implementation/ Notes
Part A	Remote component.	Must be conducted first. Rules under R5 still apply.	
Part B	On -site component.	No greater than 30 days after Part A, unless an 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 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. A minimum of three (3) months should be allowed between training and audit to allow for implementation of the program on site prior to audit.
2. Only Freshcare approved Certification Bodies may conduct Freshcare audits. A list of approved Certification Bodies, with their scopes is available on the Freshcare website.
3. Upon application for audit, a business must 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 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.
4. Subject to its contract with its nominated Certification Body, a business may change its nominated Certification Body at any time, in accordance with the following:
 - a. the business is not currently suspended from the Freshcare Program;
 - b. there are currently no corrective actions outstanding or outstanding payments from previous audits; and
 - c. contact is required with Freshcare prior to CB transfer, to enable the transfer to occur on the Freshcare database.
5. 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.
6. 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.

7. 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.
8. 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 and provide all reasonable assistance required by the auditor in the conduct of the audit.
9. The business acknowledges and agrees that an auditor (or a Certification Body) may refuse to carry out or finish 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.
 - 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.
10. An auditor may be accompanied on the audit for training or accreditation purposes, e.g. auditor training, auditor calibration, witness audits (Freshcare, AWRI, or Certification Body).
11. 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.
12. Freshcare may contact the business directly for feedback on auditor and/or Certification Body performance.
13. 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.
14. Where corrective actions have been raised (refer R4), the information will be communicated to the business, documented on FreshcareOnline and the timeframes and process for correction provided.
15. 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.

R5 Corrective Action Report (CAR) Rating and Closure

Rating		Actions	
Critical	An issue presenting an immediate risk to the environment, or when the integrity of the Program has been compromised.	Critical CAR action plan must 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 whilst a resolve is determined between the business and the Certification Body to close the Critical CAR. When the corrective action 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 the environment or the integrity of the Program. 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.
Minor	Raised where the issue is not likely to directly impact the environment or the integrity of the Program, but still is of a nature that requires the business to act.	Minor CARs must be addressed within 90 days of the audit.	CAR's remaining outstanding after twelve (12) months deems the audit invalid.
Observations	Observations or points for improvement may be documented by the auditor in the audit report at the time of the audit. The business can choose how they handle this feedback.		

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.

R6 Fees

1. Payment of all fees by participating businesses is a requirement for the business's continued Freshcare certification.
2. Fees for certification services (e.g. auditing services) are payable to the Certification Body by the business. Freshcare therefore has no influence over the specific fees charged by the Certification Body for undertaking the audit.
3. 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.
4. 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.

R7 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.
 - 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 AWRI and the businesses details will be removed from public registers.

R8 Complaints and Appeals

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.
2. 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.
3. 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
4. Complaints in relation to activities undertaken by Freshcare will be managed in accordance with Freshcare's complaints procedure.