



FAIR FARMS

FOSTERING FAIR EMPLOYMENT PRACTICES
IN THE AUSTRALIAN HORTICULTURE INDUSTRY



RULES

Version 1.0 (June 2019)





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FAIR FARMS TRAINING AND CERTIFICATION PROGRAM

Queensland Fruit and Vegetable Growers Ltd trading as Growcom Australia (Growcom / Fair Farms) is implementing the Fair Farms Training and Certification Program (Fair Farms Program / Program).

The objective of the Fair Farms Program is fostering fair and responsible employment practices across the Australian horticulture industry. The Program aims to support a transition towards stronger workplace compliance which will lead to improved employment practices, fairer treatment of workers and reduced risk of worker exploitation and other human rights violations.

The Fair Farms Program provides a mechanism for participating businesses to demonstrate to their customers and other interested parties that their employment and workplace relations practices are fair and comply with Australia's workplace relations laws.

The Fair Farms Program has been developed by Growcom as the Scheme Owner with reference to the Credibility Principles established by the ISEAL Alliance (<https://www.isealalliance.org/credible-sustainability-standards/iseal-credible-principles>), a global initiative to strengthen sustainability standards systems. Growcom is committed to continuously review and improve the Fair Farms Program, always aspiring to operate a credible and effective system that achieves its purpose. on the use of the content of this Standard and for any consequences of such use arising out of such reliance, whether or not caused by the negligence of Growcom, to the maximum extent permitted by law.

FAIR FARMS RULES

These Fair Farms Rules are the terms on which, upon registration, a business agrees to participate in the Fair Farms Program. Businesses participating in the Fair Farms Program (the Participants) must always comply with the Fair Farms Rules and the requirements of the Fair Farms Standard.

Failure to comply with the Fair Farms Rules or the requirements of the Fair Farms Standard may result in a Participant's Fair Farms Certification being suspended or withdrawn.

Updates to the Fair Farms Rules and Fair Farms Standard will occur from time to time. Participants will be given at least 28 days' notice of the changes via Fair Farms website and email and must ensure full compliance with the changes within the timeframe stated in the notice.

A Participant's obligations to comply with the Fair Farms Rules and Fair Farms Standard are in addition to its obligations to comply with the law, including any regulatory requirements. It is important for Participants to be aware that compliance with the Fair Farms Rules and Fair Farms Standard does not ensure compliance with the law and does not exempt a Participant from doing so.

Capitalised terms used in this document have the meaning given to them in the Glossary of Terms (section 19).

Feedback on this document or any aspect of the Fair Farms Program should be submitted by email to: fairfarms@growcom.com.au

1. Application

- 1.1. The Fair Farms Program provides a pathway to certification for businesses operating within the Australian horticulture supply chain that:
 - Grow produce for retail sale, and/or
 - Pack produce for retail sale, and/or
 - Operate as an aggregator, distributor, broker or agent supplying produce for retail sale.
- 1.2. A Participant may apply to be registered for the Fair Farms Program through direct application to Fair Farms administration via the Fair Farms website.
- 1.3. To register with Fair Farms, a Participant must be a sole trader, partnership, limited or unlimited company, limited liability partnership or other structure of business as may be approved by Fair Farms.
- 1.4. A Participant is required to complete a Fair Farms online registration form as part of the registration process and to provide information as may be requested including a detailed business profile, management and key contact information.
- 1.5. A Participant must nominate the specific customers, if any, it authorises Fair Farms to share certain data with, including status of the Participant's certification pathway, audit outcomes summary and status of the Fair Farms Certification. A Participant may withdraw or amend the authorisation to share data at any time by notifying Fair Farms administration in writing or by using the appropriate Change of Data Sharing Authorisation Form on the Fair Farms website. Fair Farms shall implement such instruction within 28 days of its receipt.

Fair Farms' mandate to share participant data with customers is always subject to the Participant's authorisation, applicable privacy legislation, the Fair Farms Privacy Policy and the provision of these Rules.
- 1.6. Each Participant must nominate the person within the business who is responsible for the management of the Participant's compliance with the Fair Farms Program and, to be the key contact for the business.
- 1.7. A Participant must be registered with Fair Farms prior to applying for initial audit to a Fair Farms approved Certification Body.
- 1.8. Any change to a Participant's profile or key contact information or other details provided on registration must be notified to Fair Farms administration in writing or by using the appropriate Change of Details Form on the Fair Farms website within 28 days of the change.
- 1.9. Changes to a Participant's information that may affect certification will be dealt with on a case by case basis by Fair Farms at Fair Farms discretion.
- 1.10. Supporting documentation may be requested to provide evidence of a Participant's information or changes to that information.
- 1.11. A Participant in the Fair Farms Program must provide true and honest information. Fair Farms may suspend or withdraw a Participant's certification if false or misleading information is provided on the Fair Farms registration form, through the self-assessment process, on application for audit or in subsequent business updates.

2. Participating Business Units and Controlled Sites

- 2.1. Each Participant in the Fair Farms Program consists of the Participating Business Unit (PBU) and one or more Controlled Sites.
- 2.2. Controlled Sites are those locations (for example a farm or pack-house) which are routinely staffed with manual workers (whether directly employed or engaged through a Labour Hire Provider) and operate under the policies and procedures, day-to-day supervision and management control of the PBU.
- 2.3. The PBU must include all its Controlled Sites on the Fair Farms registration form and application for audit and must not include any sites that do not meet the requirements of clause 2.2.
- 2.4. Sites that do not meet the requirements of clause 2.2 must be registered separately by the Participant under a separate membership if Fair Farms Certification is sought for these sites.
- 2.5. Training and certification under the Fair Farms Program will be provided to the Participant and their nominated PBU and will encompass all its Controlled Sites.

- i. All Controlled Sites must be visited at the initial and every recertification Fair Farms Audit;
 - ii. Detailed records must be available for all Controlled Sites at the initial and every recertification audit; and
 - iii. Additional sites to be added to the list of a PBU's Controlled Sites must be visited at audit prior to inclusion on a Fair Farms Certificate.
- 2.6. Multiple businesses that operate from one site (address) must be registered with Fair Farms separately. A Fair Farms Audit must be scheduled for each individual business, but the audits may be conducted concurrently.

3. Certification Bodies and Auditors

- 3.1. Only Fair Farms approved Certification Bodies may conduct Fair Farms Audits. Fair Farms will publish on its website a list of the approved Certification Bodies.
- 3.2. Only auditors complying with competency requirements set by Fair Farms, and who are employed by or contracted to a Fair Farms approved Certification Body, may conduct Fair Farms Audits.
- 3.3. On application for audit, the Participant must enter into a written contract with a Fair Farms approved Certification Body for the provision of Fair Farms Certification services prior to the commencement of audit activity. The contract must include:
 - i. The Fair Farms Standard;
 - ii. List of Controlled Sites which are to be included in the Fair Farms Audit pursuant to clause 2.2 and clause 2.3 above;
 - iii. Company details – name, Controlled Site address(es), postal address, email, phone;
 - iv. Nominated business contact – name, email and phone;
 - v. Preferred audit date; and
 - vi. Other details reasonably required by the Certification Body.
- 3.4. It is a condition of registration for, and certification under, the Fair Farms Program and may, at the Certification Body's discretion, be incorporated into the contract with the Certification Body, that a Participant:
 - i. Agrees to notify Fair Farms and the Certification Body of a Critical Non-Compliance within 48 hours of the incident; and
 - ii. Acknowledges and agrees that the certification status of the Participant will be publicly available on the Fair Farms website or other means of publication implemented by Fair Farms.
- 3.5. The contract with the Certification Body must take into account the responsibilities of the Participant and must clearly include the following requirements:
 - i. Audits are scheduled with adequate notice for both the Participant and the auditor/Certification Body;
 - ii. Audits are scheduled during harvesting periods or other peak employment periods.
 - iii. The cancellation of a scheduled audit may result in a penalty fee in accordance with the terms of the contract;
 - iv. The Participant must, on request, provide unimpeded access to Controlled Sites and premises, to full documentation and records, and to staff employed by the Participant (whether employed directly or engaged through a Labour Hire Provider), for the purpose of conducting the audit including staff interviews;
 - v. The Participant must provide all reasonable assistance required by the auditor in the conduct of the audit;
 - vi. The Participant must provide complete and accurate information as required by the auditor;
 - vii. The Participant must refrain from any activity that could impede, delay or obstruct the auditor having access to the workers on the audited site for the purpose of conducting interviews;
 - viii. The Participant must not in any way or form influence, instruct or direct the workers who are interviewed by the auditor or attempt to influence the outcome of the audit or any audit findings.
 - ix. An auditor may be accompanied on the audit for training or accreditation purposes, e.g. auditor training, auditor calibration, witness audits (Fair Farms or Certification Body);
 - x. Fair Farms reserves the right to conduct its own audit on a Participant in response to complaints or as part of routine compliance activities. These audits may be announced or unannounced;

- xi. A copy of the audit report, supporting documentation and Fair Farms Certificate will be made available to Fair Farms, and the audit result will be communicated to Fair Farms;
 - xii. Fair Farms may contact the Participant directly for feedback on auditor and/or Certification Body performance;
 - xiii. The Participant may lodge a complaint in confidence with Fair Farms that will be considered and investigated if appropriate with the auditor and Certification Body concerned.
- 3.6. The Participant agrees with Fair Farms to the matters set out in clauses 4.5 i – xiii and acknowledges and agrees that compliance with these provisions is a condition of registration for, and certification under, the Fair Farms Program.
- 3.7. The Participant acknowledges and agrees that where consulting or training services related to the Fair Farms Standard have been provided to the Participant by an individual contracted to, or employed by a Certification Body, that individual is excluded from conducting a Fair Farms Audit for that same Participant within two years of completion of the consulting/training activity.
- 3.8. The Participant acknowledges and agrees that an auditor may refuse to carry out or finish a Fair Farms Audit:
 - i. In the presence of a third party who the auditor believe may intentionally or otherwise influence the outcome of the audit in an inappropriate manner;
 - ii. If the auditor feels threatened or has been subject to abusive behaviour during the visit;
 - iii. If the auditor deems that the Participant has not implemented the Fair Farms Program or insufficient records are available; or
 - iv. If the site is empty, non-operational, not in production or has been vacated by workers.
- 3.9. The Participant acknowledges and agrees that an individual auditor may audit a Participant multiple times, however no more than three consecutive Fair Farms Audits can be conducted by the same auditor for any one Participant.

4. Changing Certification Bodies

- 4.1. Subject to its contract with its nominated Certification Body, a Participant may change its nominated Certification Body at any time, provided that the Participant is not currently suspended from the Fair Farms Program and there are currently no corrective actions outstanding from previous audits.
- 4.2. A Participant is not required to inform their previous nominated Certification Body that it has transferred but must notify Fair Farms of the change within 28 days of entering into a contract with a different Certification Body.
- 4.3. A Participant must declare on their audit application to a new Certification Body its previous certification arrangements under Fair Farms including all Controlled Sites.
- 4.4. Fair Farms may give the new nominated Certification Body access to the Participant's Fair Farms records, including historical audit results and information from previous Certification Bodies.

5. Self-assessment Process

- 5.1. A Participant seeking Fair Farms Certification must first complete an online self-assessment of its employment practices against the Fair Farms Standard (Online Self-Assessment, OSA). Fair Farms will evaluate the Participant's responses and report the OSA outcome.
- 5.2. A Participant must complete the OSA at least once every year.
- 5.3. The initial OSA will provide the Participant with their training needs analysis. Based on its result, Fair Farms will direct specific training modules to be completed by managerial staff of the Participant. Refer to section 6 below – Fair Farms Training.

6. Fair Farms Training

- 6.1. The Fair Farms Program emphasises the importance of continuous training and improvement of employment and general management practices across the horticulture industry.

- 6.2. Fair Farms training modules are specifically designed to strengthen a Participant's employment practices so that they meet all requirements of the Fair Farms Standard. The available training modules can be viewed and booked through the Fair Farms website.
- 6.3. Fair Farms will only recognise training that is delivered by a Fair Farms approved trainer or training organisation.
- 6.4. In its initial year of participation, a Participant may only schedule a Fair Farms Audit once it has completed the required training modules identified during the self-assessment process (training needs analysis, section 5 above).
- 6.5. All Fair Farms certified Participants are required to continuously upskill their managerial staff in areas covered by the Fair Farms Standard. In order to maintain Fair Farms Certification, the Participant is required to complete at least 2 hours of Fair Farms approved compulsory professional development (CPD) relating to subjects covered by the Fair Farms Standard. CPD must be completed annually beginning with the year after initial certification. Fair Farms will from time to time make specific training content available to Participants covering up-to-date issues and developments relating to employment practices on farms and pack houses. The requirement for ongoing training under this clause 6.5 is subject to review following the initial roll-out and evaluation of the Program.

7. Audit Process

- 7.1. These Rules outline the main components of the Fair Farms Audit process. More detailed information about Fair Farm Audits is contained in the Fair Farms Audit Guide (accessible via MyFairFarms).
- 7.2. All Fair Farms Audits are scheduled during harvesting periods or other peak employment periods where manual workers are present on the Controlled Site to be audited.
- 7.3. Participants are required to contact their nominated Certification Body to schedule the initial Fair Farms Audit. The Participant is free to obtain as many quotations as it wishes from the list of approved Certification Bodies.
- 7.4. After completion of the first audit, the Certification Body will schedule recertification audits. Recertification audits are to take place up to 90 days prior to the first day of the Certification Anniversary Month, which is determined at the previous audit (refer to clause 8 below). The Recertification Audit Due Date is displayed on the Fair Farms Certificate. Recertification audits must coincide with harvesting or other peak employment periods.
- 7.5. Participants will enter into a contract for provision of audit services with the chosen Certification Body. Fair Farms is not a party to that legal agreement.
- 7.6. Fair Farms Audits will usually follow the following sequence, to be discussed and agreed between the Participant and the Certification Body:
 - Opening Meeting
 - Site Tour
 - Worker Interviews (direct employees and, where applicable, workers engaged through Labour Hire Providers)
 - Documentation Review
 - Eligibility Testing
 - Payroll Testing
 - Management Interview
 - Prepare Report & Findings
 - Closing Meeting
- 7.7. The Certification Body will conduct the audit against the Fair Farms Standard using an approved Audit Checklist. Findings that qualify as a Critical Non-Compliance as indicated in the Audit Checklist will be communicated to Fair Farms and Registered Buyers as a 'Finding Alert'.
- 7.8. The duration of a Fair Farms Audit will vary between half-day, full-day and 2-day audits, depending on factors such as the number of workers and whether the Participant provides workers accommodation off site. The nominated Certification Body will provide a time estimate and rationale for audit duration upon request.
- 7.9. The audit result will be communicated to the Participant by the Certification Body and documented by the Certification Body in the initial audit report. Where corrective actions have been raised, the information will be communicated to the Participant, documented and the timeframes and process for correction provided. Finally,

the Certification Body will issue the full audit report to the Participant and to Fair Farms for a certification decision.

8. Recertification Cycles

- 8.1. Fair Farms applies a risk-based approach to determining the Recertification Cycle. The timing of the next Fair Farms recertification audit depends on the overall risk rating achieved in the current audit.
- 8.2. The overall risk rating of an audit will be based upon the number and severity of Findings in the audit report. For each Finding, a set amount of audit points will be accumulated as follows:

Table 1: Scoring of Audit Findings

Red Finding (high severity)	5 Audit Points
Amber Finding (medium severity)	3 Audit Points
Yellow Finding (low severity)	1 Audit Point
Each Finding Alert issued	+1 Audit Point

The level of severity of a Finding as either high, medium or low is set in the Audit Checklist.

Based on the aggregation of these audit points the audit will be classified as either Red, Amber or Green with the following Recertification Cycles:

Table 2: Audit Outcome Classification and Recertification Cycle

Classification	Aggregated Audit Points	Recertification Cycle
Red Audit (high risk)	More than 10 Audit Points	12 months
Amber Audit (medium risk)	1 to 10 Audit Points	24 months
Green Audit (low risk)	0 Audit Points	36 months

The Recertification Cycles times in Table 2 above prescribes the maximum time that may occur between certification audits.

The Recertification Cycle for a PBU with multiple Controlled Sites is determined by the Controlled Site with the highest risk Audit Outcome Classification.

Subsequent audits should be scheduled to take place no more than 90 days before the Recertification Audit Due Date and must not take place later than 30 days after the Recertification Audit Due Date (known as the 'grace period').

Fair Farms or the Certification Body may extend the grace period further on a Participant's request where necessary, due to circumstance outside of the Participant's control (for example lack of available auditors, natural weather events that affect production times etc.). Refer to clause 11.1 regarding audit status in such circumstance.

Refer to the Glossary of Terms (section 19) for examples how the Recertification Audit Due Date is calculated.

- 8.3. Fair Farms may order an immediate audit at the Participant's cost (unless agreed otherwise) if there is evidence that the integrity of the current certification may be brought into question, for example in case of any of the following occurrences:
- Change of ownership in a Controlled Site or PBU which results in a significant change of senior management and/or policies & procedures. An example of this would be a Controlled Site under a PBU

being acquired by another organisation with different policies;

- Adverse public coverage of the Controlled Site, PBU or Participant. For example, adverse media publicity about conditions at the Controlled Site or regulatory, legal or police action;
- Fair Farms is of the opinion, reasonably held, that the Participant has breached a material provision of these Rules or is not maintaining compliance with the requirements of the Fair Farms Standard or these Rules or is unable or unwilling to do so; or
- The Fair Farms Program changes its rules around required audit frequency.

8.4. The Participant or PBU may request an earlier audit date to satisfy:

- Key customer requests (e.g. may require annual audits as part of their supply agreement)
- Internal corporate guidelines (e.g. group policies may require a minimum audit cycle).

9. Certification Process

- 9.1. On completion of a Fair Farms Audit, the auditor submits the audit report to the Certification Body's Audit Manager for review who may cancel, amend or raise new findings at their professional discretion.
- 9.2. Participants will be required to provide evidence in writing to their auditor of action taken to address corrective action(s). On acceptance (close out) of all corrective action(s), Fair Farms Certification can be recommended by the Audit Manager to Fair Farms.
- 9.3. 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 Participant.

10. Certified Participants

- 10.1. Fair Farms will provide the Participant with an electronic and, where requested, with a hard copy certificate in the approved format.
- 10.2. Once issued, Fair Farms Certificates are not transferrable to other businesses.
- 10.3. The certification status of all Fair Farms certified Participants is accessible via:
- i. The business search function on the Fair Farms website (the information displayed may include: business and, where applicable PBU name, Controlled Site(s), location (state), certification status and Fair Farms certification number); and
 - ii. MyFairFarms (authorised users only).
- 10.4. All produce represented for sale as Fair Farms certified must be:
- i. Grown by a Participant on a Controlled Site currently certified to the Fair Farms Standard and
 - ii. Packed by a Participant currently certified to the Fair Farms Standard.

11. Audit Deferral, Suspension and Withdrawal

- 11.1. Participants not requiring Fair Farms Certification due to crop loss or similar adverse circumstances, can request 'Audit Deferred' status until such time as they recommence production. An 'Audit Deferred' status must also be requested if the recertification audit cannot occur within the grace period (clause 8.2).
- 11.2. Participants with no audit scheduled or completed in accordance with these Rules will be given an 'Audit Pending' status.
- 11.3. Participants may be given a 'Suspended' status if:
- i. The Participant unreasonably delays or continually defers a Fair Farms Audit;
 - ii. The auditor cannot complete an audit in full, including because the Participant fails to provide access to a Controlled Site, records or workers, or otherwise fails to cooperate in the audit process;
 - iii. The Participant fails to pay any fees in connection with the Fair Farms Program;
 - iv. The Participant supplies false or misleading information;

- v. A Critical Non-Compliance was identified and not corrected within the required timeframe;
- vi. The Participant fails to demonstrate that it has completed the prescribed minimum annual training (CPD, clause 6.5); or
- vii. Fair Farms or the Certification Body is of the opinion, reasonably held, that the Participant has breached a material provision of these Rules or is not maintaining compliance with the stated requirements of the Fair Farms Standard or these Rules or is unable or unwilling to do so.

- 11.4. If a Participant's certification is suspended and the ground for suspension is not capable of rectification or, if capable of rectification, the Participant does not take the necessary action(s) to rectify within a timeframe specified by Fair Farms or the nominated Certification Body, the Participant's registration(s) may be withdrawn by written notice from Fair Farms.
- 11.5. Fair Farms has the right to inform customers of a Participant, and where relevant, the appropriate authorities of changes to a Participant's Fair Farms Certification status.

12. Fees

- 12.1. Each Participant must pay an annual registration and membership fee to Fair Farms for participating in and benefiting from the Fair Farms Program.
- 12.2. Fees for Fair Farms Audits are payable to the Certification Body by the Participant.
- 12.3. Fees for training services are payable to Fair Farms or other approved training providers by the Participant.
- 12.4. Fair Farms fees are reviewed annually and advised to all Fair Farms Participants via the Fair Farms website.
- 12.5. Timely payment of all fees by Participants is a requirement for the Participant's continued Fair Farms Certification.

13. Prosecution and Regulatory Sanctions

- 13.1. A Participant must notify Fair Farms and its nominated Certification Body of any prosecutions or legal actions brought, or likely to be brought against the Participant, in relation to an employment, work health and safety or immigration matter including any enforceable undertakings entered.

14. Communication

- 14.1. Fair Farms has a custom designed database for the management and administration of all aspects of the Fair Farms Program (MyFairFarms).
- 14.2. Participants in Fair Farms are allocated a unique user logon to MyFairFarms for access to Fair Farms training and certification details including current certificates, Fair Farms documents, resources, program updates and relevant contact details.
- 14.3. Instructions on how to access MyFairFarms is provided in the 'MyFairFarms User Guide' available to Participants.
- 14.4. Fair Farms will communicate Fair Farms Program updates and changes to Participants via MyFairFarms, the Fair Farms website, email, newsletters or other forms of communication as required.

15. Use of the Fair Farms Corporate Logo and Certification Logo

- 15.1. The Fair Farms name and corporate logo may be used by a certified Participant upon written permission from Fair Farms in accordance with the Fair Farms logo style guide specifications (available via MyFairFarms). Participants must apply in writing, to use the Fair Farms name and corporate logo and, upon approval, Fair Farms will provide the Fair Farms corporate logo artwork for use.
- 15.2. The Fair Farms certification logo may be used by a certified Participant subject to the following requirements. The Participant must:
- i. Make a request in writing for the Fair Farms certification logo artwork;
 - ii. Only use the Fair Farms certification logo artwork precisely as provided by Fair Farms, incorporating their unique Fair Farms certification number;

- iii. Use the Fair Farms certification logo in accordance with the Fair Farms logo style guide specifications;
 - iv. Only use the Fair Farms certification logo in connection with products grown and/or packed in compliance with the requirements of Fair Farms certification; and
 - v. Only use the Fair Farms certification logo on trade level packaging and pallets that are not intended for display at point of sale.
- 15.3. The Fair Farms 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.
- 15.4. The Fair Farms name, corporate logo, or certification logo must not be misrepresented or used in any manner that could be misconstrued or may be defamatory to Fair Farms.
- 15.5. Permission to use the Fair Farms logo in any way other than as specified in these Rules must be requested in writing and approved by Fair Farms.
- 15.6. A Participant must immediately cease using the Fair Farms name, corporate logo and certification logo if its certification status has been in 'certification pending' for more than 28 days, has lapsed ('certificate expired') or has been suspended or withdrawn.
- 15.7. A Participant with permission to use the Fair Farms name or logo(s) acknowledges and agrees that Certification Bodies are requested to advise Fair Farms of any misuse of the Fair Farms name or logo(s).
- 15.8. The Fair Farms name and corporate logo may be used by supporting retailers and other supply chain partners for the promotion of the Program as agreed individually with these partners by Fair Farms.

16. Use of Information

- 16.1. Each Participant acknowledges and agrees that Fair Farms may use, disclose or publish information concerning the Participant obtained in connection with the Fair Farms Program, including information relating to a Participant's status, as specified in these Rules and otherwise as Fair Farms considers reasonably necessary for the purposes of the Fair Farms Program. Each Participant acknowledges and agrees that the information referred to herein may be shared with their Registered Buyers.
- 16.2. Each Participant acknowledges and agrees that Fair Farms may disclose information concerning the Participant to any government authority for any lawful purpose and otherwise as required by law.
- 16.3. Certain information handled by Fair Farms may be personal information, as defined in the Privacy Act 1988 (Cth). Personal information obtained by Fair Farms is handled in accordance with Fair Farms' Privacy Policy accessible on the Fair Farms website.

17. Liability and Indemnity

- 17.1. To the extent permitted by law, Fair Farms' liability for any loss, damage, cost or expense suffered by a Participant in connection with the Fair Farms Program or its participation in or withdrawal from it, including any breach by Fair Farms of a consumer guarantee, is limited to the annual registration and membership fee payable to Fair Farms in accordance with clause 12 of these Rules.
- 17.2. In no event will Fair Farms be liable to a Participant for indirect loss, damage, cost or expense.
- 17.3. The Participant acknowledges and agrees that Fair Farms is not party to the contract a Participant must enter with its nominated Certification Body for the conduct and reporting of a Fair Farms Audit.
- 17.4. The Participant indemnifies Fair Farms, 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 Fair Farms, its officers, employees or agents.

18. Governing Law and Jurisdiction

The agreement between Fair Farms and a Participant evidenced by these Rules is governed by and must be construed with the laws of Queensland. Participants and Fair Farms irrevocably submit themselves to the jurisdiction of the Queensland courts including courts for an appeal for any dispute about or in any way related to the Fair Farms Program and these Rules.

19. Glossary of Terms

Audit Outcome Classification	The risk category assigned to a Participant at audit which determines the due date for the next audit (Recertification Cycle) in accordance with clauses 8.1 and 8.2.
Audit Checklist	The checklist developed by Fair Farms which the Certification Body uses to guide its auditing activity against the Fair Farms Standard.
Audit Guide	The document developed and published by Fair Farms which sets out the auditing process the Certification Body will follow in detail.
Certification Body	The Fair Farms approved organisation carrying out the audit against the Fair Farms Standard. Often referred to as “the auditor(s)”. Appointed by the PBU from a list of Certification Bodies approved by the Scheme Owner.
Certification Anniversary Month	The calendar month at the end of the Recertification Cycle. Example: if the Fair Farms Certificate is issued on 24 March 2020 and the Recertification Cycle is 24 months (amber audit), the Certification Anniversary Month is the months of March 2022.
Certification Date	The date, as it is noted on the Fair Farms Certificate, on which the certification takes effect.
Certification Expiry Date	<p>The day after which the Fair Farms Certification expires, being the last day of the Certification Anniversary Month.</p> <p>Example: if the Fair Farms Certificate is issued on 24 March 2020 and the Recertification Cycle is 24 months (amber audit), the Certification Expiry Date is 31 March 2022.</p>
Controlled Site	Has the meaning given in clause 2.2.
Critical Non-Compliance	<p>a) any incident or occurrence that presents a significant and immediate risk to workers’ safety, risk to their life and limb or constitutes a significant breach of workers’ human rights; or</p> <p>b) an attempt to pervert the course of the Participant’s pathway to Fair Farms Certification through fraud, coercion, deception or interference.</p>
Fair Farms	The name of the training and certification program that these Rules underpin. The term ‘Fair Farms’ used in these Rules also means the Scheme Owner, as defined in this section 19.
Fair Farms Audit	The audit of a Participant’s Controlled Site, undertaken by a Certification Body against the Fair Farms Standard. Includes the initial audit and any subsequent audits.
Fair Farms Certification/Certificate	Formal statement of compliance with the Fair Farms Standard, as verified through a third-party audit, issued by Fair Farms to a Participant / PBU in accordance with these Rules.

Fair Farms Program	Has the same meaning as Fair Farms Training and Certification Program.
Fair Farms Rules	This document, released and amended by Fair Farms from time to time, forming part of the agreement between Fair Farms and a Participant in the Program.
Fair Farms Training and Certification Program	The training and certification program owned and implemented by the Scheme Owner pursuant to these Rules and other Fair Farms resources.
Fair Farms Standard	A document released by the Scheme Owner, detailing the standards and requirements businesses participating in the Fair Farms Program must meet in order to become Fair Farms certified.
Finding Alert	A finding during a Fair Farms Audit that constitutes a Critical Non-Compliance and which the Certification Body communicates to Fair Farms and Registered Buyers.
Growcom / Growcom Australia	Has the same meaning as Scheme Owner.
MyFairFarms	A custom designed database developed and operated by the Scheme Owner to support the administration of all aspects of the Fair Farms Program. Includes a Participant dashboard accessible through a unique user logon which gives Participants access to information relating to their certification pathway, including training and certification details, current certificates, Fair Farms resources, program updates and relevant contact details.
Participant	The legal entity participating in the Fair Farms Program.
Participating Business Unit / PBU	The management unit of the Participant that oversees day-to-day employment practices at its Controlled Site(s).
Recertification Audit Due Date	The first day of the Certification Anniversary Month. Example: if the Fair Farms Certificate is issued on 24 March 2020 and the Recertification Cycle is 12 months (red audit), the Recertification Audit Due Date is 1 March 2021.
Recertification Cycle	Means the maximum time that may occur between certification audits without letting the certification lapse, as stated in Table 2 in clause 8.2. The Fair Farms Program provides for 3 different Recertification Cycles (12/24/36 months) depending on the Audit Outcome Classification established at the previous audit – refer to clause 8.2.
Registered Buyer	An organisation that buys produce from a Participant directly or through an intermediary, where a supply relationship has been confirmed by both parties via MyFairFarms.
Scheme Owner	The management unit of the Participant that oversees day-to-day employment practices at its Controlled Site(s).



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