



# Humane Choice

## Rules of Certification

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## 1.1 HUMANE CHOICE

The purposes for which HUMANE CHOICE was established are:-

- a) To unite all persons interested in the ethical treatment of farm animals for their common benefit;
- b) To provide a forum where collective action can be facilitated;
- c) To lead by example in promoting high animal welfare standards for farmed animals, safe healthy food and environmentally sound practices and procedures as set out in the HUMANE CHOICE Standards in Annexure 5 of these rules.
- d) To collect and record data and facts relating to the ethical farming of animals and make this information available to its clients;

## 1.2 Public Benefit

Animals should be allowed to satisfy their basic behavioural needs. In particular, livestock are able to forage on the land, move untethered and uncaged and take wing in the case of flight birds.

Fences, yards and housing are constructed in ways which do not lead to injury or bruising as a consequence of poor design.

Each HUMANE CHOICE producer is also a steward of the land and will put in place management practices that promote health and well being for humans, animals and the environment.

Australian consumers have the right to expect the food they buy to meet certain standards; that it be raised according to sound animal husbandry techniques and free from contaminants that could jeopardize the wholesomeness of that food.

The health of animals will not rely on preventative medications. Animals will not be systematically fed antibiotics and their natural growth and body function will not be altered by the use of hormones, growth promotants or other medications.

Livestock farmers are increasingly expected by government and consumers to develop a quality assurance program, based on HACCP which addresses issues such as, but not limited to, food safety, bio-security, animal welfare and product labelling and is audited by an accredited third party auditor. HUMANE CHOICE is such a program that has been structured to help livestock farmers develop a quality assurance program for their respective operations.

Among other things, the HUMANE CHOICE Standard will assist producers to:

- protect the welfare of their animals
- minimize risks to the safety of produce marketed to consumers
- minimize risk that certified products are incorrectly labelled
- protect the environment in which they farm
- provide traceability for animals sold



### **1.3 Scope of Humane Choice**

The HUMANE CHOICE Standards cover the Farm practices relating to the rearing of sheep, pigs, cattle and poultry.

The main focus of the HUMANE CHOICE Standard is the ethical treatment of farm animals through all stages of production, including transport and slaughter.

The Standard also acknowledges the role the producer plays in ensuring their product does not compromise food safety or have any detrimental effects on the environment.

## **2. DEFINITIONS**

In these rules unless the contrary intention appears:

“Applicant” means a person or a body of persons, whether corporate or unincorporated, who has applied for a Licence under HUMANE CHOICE and who is engaged in the rearing of sheep, cattle, pigs or poultry, or, a combination of these animals, or is a processor, and has the appropriate resources to meet the requisite standards required for a Licence to use the HUMANE CHOICE Mark.

“Audit” means an audit investigation conducted under HUMANE CHOICE by an Auditor. “Auditor” means any person Licenced to conduct an Audit as a third party by the Certification Committee.

“Certified Applicant” means an Applicant for a Licence under the HUMANE CHOICE Standards has been granted a Licence to use the HUMANE CHOICE Mark by the Certification Committee.

“Critical Control Point” means the steps where important things can go wrong in the production process, so they are critical to eliminating the hazards.

“Farm” means a parcel of land with defined boundaries, whether fenced or otherwise, that is used in the production of livestock by a Certified Applicant.

“HACCP” means Hazard Analysis Critical Control Point and is a system for preventing food safety hazards, adopted by food companies around the world, identifying hazards and developing monitoring and control procedures to protect against important hazards at critical points in the production process.

“Hazards” means, as a minimum, anything that can damage the food safety of products produced for human consumption, the bio-security of the Farm, the health and welfare of the animals and the correct labelling of product.

“HUMANE CHOICE Mark” means the certification trade mark logo, a representation of which appears in Schedule 1 to these rules.

“HUMANE CHOICE Standards” means HUMANE CHOICE’s trade mark certification scheme and the Certification Rules relating thereto.

“Livestock Business” means a primary producer or processor directly engaged in and conducting the activities of farming sheep, cattle, pigs or poultry or a combination thereof.

“Minor Corrective Action” is a corrective action which does not affect the safety of the product to consumers, the health or welfare of animals or any other Critical Control Point or the integrity of HUMANE CHOICE STANDARDS.

“Major Corrective Action” is a corrective action which may have an effect on the safety of the product to the consumers, the health or welfare of animals or any other Critical Control Point or that adversely affects the integrity of HUMANE CHOICE.



“Certification Committee” means the Committee of people appointed to that position by Humane Society International.

“Processor” is a food service establishment preparing or packaging food for consumption from meat supplied by or purchased from a certified Humane Choice producer.

### **3. INTERPRETATION**

In these Rules singular words shall include the plural and vice versa unless the context requires otherwise.

### **4. CERTIFICATION TRADE MARK**

The HUMANE CHOICE Mark shall be used by Certified Applicants for the purposes and objectives of the HUMANE CHOICE STANDARDS.

The HUMANE CHOICE Mark is the sole property of Humane Society International and may only be used by an Applicant after an application for a Licence is made to the Certification Committee and the granting of Certified Applicant status by the Certification Committee. A Certified Applicant shall make no claim or have any right to ownership in the HUMANE CHOICE Mark.

Certified Applicants shall not engage in any conduct which is likely to adversely affect Humane Society International’s ownership or rights in and to the protection of the HUMANE CHOICE Mark.

The HUMANE CHOICE Mark shall only be used for the purpose of and in the manner authorised by these Rules and as approved by the Certification Committee.

Licences granted for the use of the HUMANE CHOICE Mark shall for the term of the Licence confer upon the Certified Applicant the right to use the HUMANE CHOICE Mark in the manner stipulated in these Rules, but only so long as such Licence is in full force and effect.

### **5. USE OF THE CERTIFICATION MARK**

Certified Applicants are authorised to use the HUMANE CHOICE Mark on company stationary, literature, on packaging, labelling, marketing materials and in advertising in a manner reflecting certification under the HUMANE CHOICE STANDARDS or as may be approved in writing by the Certification Committee. The HUMANE CHOICE Mark will only be used in relation to produce that has been produced in accordance with the HUMANE CHOICE STANDARDS. All uses of the HUMANE CHOICE Mark must be approved by the Certification Committee.

Certified Applicants shall only use the HUMANE CHOICE Mark in accordance with the instructions contained in HUMANE CHOICE’s Logo Licensing Agreement annexed as Schedule 2 to these Rules and in accordance with any directions that may be issued from time to time by the Certification Committee in the interests of the integrity of the HUMANE CHOICE STANDARDS and/or the protection and preservation of the HUMANE CHOICE Mark.

### **6. LICENCES**

A Licence to use the HUMANE CHOICE Mark may be granted in respect of the rearing of cattle, sheep, pigs or poultry or any combination thereof. A Licence may also be granted to a Processor .A Licence to use the HUMANE CHOICE Mark carries with it the



obligation to ensure that the HUMANE CHOICE Mark is only used or associated with products which are produced and comply with the HUMANE CHOICE STANDARDS and originate from a Certified Applicant.

A Licence may only be granted to an Applicant engaged in an Livestock farming industry or food processing. It is a condition of the grant of a Licence to use the HUMANE CHOICE Mark that the Certified Applicant will only use the HUMANE CHOICE Mark with its own trade mark or its own name prominently displayed on or in relation to the packaging or on other marketing materials of product for the purpose of providing an indication to the public that the produce having its origin in the Certified Applicant as distinct from their certification. No other trade marks or names are to be used on or in relation to the packaging or on other marketing materials featuring the HUMANE CHOICE Mark without the prior written authorisation of the Certification Committee.

The number of Licences granted under the HUMANE CHOICE STANDARDS will be unlimited. Any Applicant applying for a Licence, and becoming an accredited participant in HUMANE CHOICE, may be issued with an unconditional or conditional Licence to use the HUMANE CHOICE Mark. A certificate of Licence is annexed in Schedule 3 to these Rules.

An Applicant for a Licence may apply by means of the application form which appears in Schedule 4 to these Rules. A non-refundable Licence application fee as stipulated by the Certification Committee from time to time is to accompany any application for a Licence. The Licence application fee will cover the cost of processing the application and the issue of any documentation or materials associated with accreditation as well as the required audit.

A Licence to use the HUMANE CHOICE Mark shall only be granted after an Applicant has demonstrated that it has taken the necessary steps to fulfill the requirements of the Humane Choice Food Safety Plan (were applicable for species), as required under the HUMANE CHOICE STANDARDS and has been accredited as meeting all the HUMANE CHOICE STANDARDS. An annual non-refundable fee as stipulated by the Certification Committee from time to time is payable for the grant of a Licence and for its annual renewal.

A Licence is for a one year term and will incur an annual fee. The licence may be renewed upon application and any Audit requirements being met to check compliance which confirms the accreditation of the Certified Applicant under the HUMANE CHOICE STANDARDS.

#### **7. OBLIGATIONS OF THE CERTIFICATION COMMITTEE**

The Certification Committee shall have the principal obligation of administering the HUMANE CHOICE STANDARDS, including the following obligations:

- a) The Certification Committee shall offer to all potential applicants, upon request, a manual in which guidelines as to the requisite standards for compliance with the HUMANE CHOICE Standards are set out.
- b) The Certification Committee shall obtain the services of Auditors who have been accredited by a recognised JASANZ certification body.



- c) The Certification Committee shall make available the names and contact details of Certified Applicant to the Auditors for the purpose of arranging and conducting the necessary inspections and Audits of Applicants and Certified Applicants under HUMANE CHOICE and shall act upon the Auditors' recommendations for the purpose of certifying Applicants under the HUMANE CHOICE Standards.
- d) The Certification Committee shall be responsible for notifying the Applicant of suitable times for audit availability.
- e) The Certification Committee shall be responsible for the application of registration and maintenance of the HUMANE CHOICE Mark as a registered certification trade mark under the Australian Trade Marks Act 1995. The Certification Committee shall, at its sole discretion, be responsible for the publication of advertisements for the purpose of promoting the nature, objects, functions and benefits of HUMANE CHOICE, the HUMANE CHOICE STANDARDS, the HUMANE CHOICE Mark and the identity of Certified Applicants and their products.
- f) The Certification Committee shall be responsible for maintaining and publishing a Register of Certified Applicants, the names of which shall be set out in alphabetical order.

## **8. ACCREDITATION**

### **8.1 Initial Accreditation**

An Audit for the purpose of accreditation shall be organised by HUMANE CHOICE directly with an Auditor. The cost of scheduled audits is covered by the annual Licence fee. Notification of the proposed audit date will be forwarded by HUMANE CHOICE.

An Auditor conducting an Audit of an Applicant or Certified Applicants' livestock enterprise or processing facility shall supply the Certification Committee with an Audit report and the Certification Committee shall supply a copy of the Audit report to the Applicant or Certified Applicant. In the event that the Audit report recommends accreditation and no corrective action is specified, then the Certified Applicant will achieve certification status. In the event of Minor Corrective Action being specified in the Audit report and such Minor Corrective Action representing a deficiency in record keeping contained in an Audit, and then the Applicant will be given 30 days to make the necessary corrections and forward those documents to the Auditor. If the Corrective Action requires a correction to an area of farm management or animal husbandry methods, another Audit will be required at the expense of the Applicant.

When a number of audits are to be carried out in a particular area, producers should work in cooperation with the auditors and other applicants to make themselves available for the purpose of reducing audit cost. If, after best efforts have been made, an applicant is unavailable at the proposed dates, the applicant will be required to pay the full audit at the daily rate plus travel expense to have the auditor return to perform an individual audit on their property, or, wait until another audit is carried out in that area.



### **8.2 Subsequent Accreditation**

A Certified Applicant shall be Audited by an independent, JASANZ certified, third party Auditor every three years. This audit must occur prior to the expiration of the current certification. HUMANE CHOICE reserves the right to inspect the Certified Applicants property annually. These inspections would be at the discretion of HUMANE CHOICE and performed randomly by a party representing and nominated by HUMANE CHOICE.

Minor Corrective Action listed in any previous Audit report that has not been rectified will result in the Certified Applicant losing its status as a Certified Applicant and will have no right to use the HUMANE CHOICE Mark or be part of HUMANE CHOICE and HUMANE CHOICE STANDARDS.

### **8.3 Major Corrective Action**

If a Major Corrective Action is found as a result of an Audit or otherwise, a Certified Applicant will be advised of the Major Corrective Action and will be offered a period of three months by the Certification Committee within which to effect rectification. An Audit will be conducted upon rectification or upon the expiry of the three month period, whichever is the earlier, at the expense of the Applicant, and if the Major Corrective Action has not been rectified and corrected, then the Certified Applicant will lose its status as a Certified Applicant and its Licence under the HUMANE CHOICE STANDARDS will be cancelled.

## **9. THE REGISTER**

The Certification Committee will keep at its head office:

- i) A copy of these Rules;
- ii) Registers of Certified Applicants and of the Auditors (“the CA&A”) past and present and will cause to be entered therein:
  - a) The full name and address of the CA&A and the location of the Farm and/or Production facilities of Certified Applicants;
  - b) The date upon which the name of the CA&A was entered in the registers;
  - c) The date upon which any CA&A ceased to be a CA&A during the previous three (3) years;
  - d) Dates and particulars of any changes which are required by these Rules to be entered in the registers;

The Certification Committee will:

- i) Make the registers available for inspection by the Trade Marks Office and will, when requested, furnish to the Trade Marks Office copies of any entries contained therein;
- ii) Advise the Trade Marks Office of any alteration, amendment, addition or deletion to or from these Rules;
- iii) Advise Certified Applicants of any alteration, amendment, addition or deletion to or from these Rules.



## 10. OBLIGATIONS OF CERTIFIED APPLICANTS

Each Certified Applicant will have the following obligations;

- a) To ensure that the Livestock Business complies with the minimum standards of HUMANE CHOICE as applicable and to maintain these standards at all times;
- b) To agree with and ensure compliance with these Rules, including those requirements as to the use of the HUMANE CHOICE Mark;
- c) To comply promptly with any reasonable direction of the Certification Committee relating to HUMANE CHOICE STANDARDS and the compliance with these Rules;
- d) To use the HUMANE CHOICE Mark in a manner that maintains and enhances the reputation and validity of the HUMANE CHOICE Mark and the reputation and integrity of HUMANE CHOICE generally;
- e) To only use the HUMANE CHOICE Mark in respect of product which have been produced in accordance with the HUMANE CHOICE STANDARDS;
- f) Not to make any use of the HUMANE CHOICE Mark or otherwise in relation to HUMANE CHOICE and the HUMANE CHOICE STANDARDS which is misleading;
- g) Only to use the HUMANE CHOICE Mark as authorised by these Rules;
- h) To comply with all laws and regulations relating to the Livestock Business;
- i) To advise the Certification Committee of any change in ownership of the Livestock Business;
- j) Not to assign the benefit of certification or Licence under HUMANE CHOICE and/or HUMANE CHOICE STANDARDS without the written consent of the Certification Committee, which shall not be unreasonably withheld;
- k) To pay promptly, or when due, all fees arising under these rules as specified from time to time by the Certification Committee;
- l) To assist an Auditor by providing access to the Livestock Business and all records relevant for the purposes of HUMANE CHOICE and supply all information relevant to the accreditation process in a true and accurate manner;
- m) To advise the Certification Committee in writing of any matter which may be relevant to the accreditation of the Certified Applicant or its continuance;
- n) To allow the Certification Committee or its representative or an Auditor selected by the Certification Committee access to the Livestock Business and all records and information relating to HUMANE CHOICE for the purpose of determining compliance with the HUMANE CHOICE Standards and these Rules;
- o) To train staff as to the HUMANE CHOICE Standards and maintain sufficient staff levels to ensure compliance with these Standards;
- p) Upon being notified in writing by the Certification Committee of any changes to the HUMANE CHOICE Standards or these Rules (“the Changes”) to promptly take such steps as may be necessary to comply with the Changes within a reasonable period of time of such notification.
- q) To indemnify and hold harmless Humane Society International against any claim or action arising out of any use or matter otherwise than specifically relates to and directly arises out of the compliance by the Certified Applicant of HUMANE CHOICE and HUMANE CHOICE STANDARDS.



## 11. TERMINATION

A Certified Applicant may at any time withdraw from HUMANE CHOICE upon giving the Certification Committee at least 30 days notice in writing of intention to do so. A Certified Applicant's Licence shall be capable of termination or suspension in whole or in part by written notice from the Certification Committee to the Certified Applicant in the event of any of the following events:

- a) If the Certified Applicant makes any assignment for the benefit of creditors or files a petition in bankruptcy or is made bankrupt or becomes insolvent or unable to trade or pay its debts or is placed under the control of a receiver or is otherwise liquidated or wound up;
- b) A breach by the Certified Applicant of the terms of Licence or of the Rules which is not rectified within a period of 30 days from the date of written advice from the Certification Committee as to such breach, to the full satisfaction of the Certification Committee;
- c) The non-compliance by the Certified Applicant with a reasonable direction issued by the Certification Committee in the interests of consumers and/or good business practices under the HUMANE CHOICE Standards, which is not rectified within a period of 30 days from the date of written advice from the Certification Committee.

If the Certified Applicant's certification is withdrawn, suspended or cancelled, the Certified Applicant, unless otherwise directed in writing by the Certification Committee, is to take immediate steps to cease all use of the HUMANE CHOICE Mark and any reference to the HUMANE CHOICE and HUMANE CHOICE STANDARDS, including any distribution of company stationary, literature, advertising, product or packaging, or marketing materials ("the Materials") bearing the HUMANE CHOICE Mark, except any which exclusively relate to activities which may remain Certified and shall deliver the Materials to the Certification Committee or destroy them (or deface them so as to remove any use of the HUMANE CHOICE Mark or reference to the HUMANE CHOICE and HUMANE CHOICE STANDARDS) under supervision of the Certification Committee or as otherwise directed by the Certification Committee in writing.

If a Certified Applicant finds itself subject to termination or suspension under the Rules it shall take all reasonable steps to mitigate any loss and/or potential loss. In any event the Certified Applicant shall not make any claim against Humane Society International or any of its servants or agents or the Auditor for any losses and/or costs that may be incurred as a result of the Certified Applicant's use of the HUMANE CHOICE Mark.

## 12. APPEAL

An Applicant or Certified Applicant who is affected by and dissatisfied with a decision to refuse a Licence or cancel or suspend a Licence of the HUMANE CHOICE Mark may, by notice in writing, advise the Certification Committee of the grounds of such dissatisfaction and request the Certification Committee to review its decision. In a case where the decision is based on a Livestock Business Audit report and where it appears to the Certification Committee that reasonable grounds exist for such dissatisfaction, it shall seek the advice of the Auditor who conducted the Audit and issued the Audit report on the Applicant or Certified Applicant and thereafter may seek the further advice of a more senior and experienced Auditor and act on that advice in reviewing its decision. Within one month of receipt of such notice, the Certification Committee shall take steps to



undertake the review and advise the Applicant or Certified Applicant of that fact and thereafter as soon as reasonably possible advise the Applicant or Certified Applicant the results of that review in writing.

In the event that the Certification Committee maintains the decision to refuse the Licence to use the HUMANE CHOICE Mark, the Applicant or Certified Applicant concerned may then have the decision of the Certification Committee reviewed and it may apply for such review to be conducted by an arbitrator appointed by the Chartered Institute of Arbitrators of Level 6, 50 Park Street, Sydney, NSW.

### **13 USE OF INFORMATION**

13.1 The Applicant acknowledges that the Certification Committee may use information concerning the Applicant obtained in connection with these Rules in such a manner as the Certification Committee considers appropriate for the purposes of Humane Choice. The Certification Committee may publish or disclose any such information the Certification Committee considers necessary or desirable for the purposes of Humane Choice, including information relating to an Applicant's accreditation category.

13.2 All information collected by the Certification Committee in relation to Humane Choice is managed in accordance with the Humane Choice Privacy Statement set out in paragraph 14.

### **14 HUMANE CHOICE PRIVACY STATEMENT**

The information collected in the normal course of business by Humane Choice Administration or the Certification Committee may be personal information. It is collected and disclosed for the purposes of the Humane Choice business purposes. The Certification Committee respects the privacy of individuals. Generally the Certification Committee does not release personal information other than as specified in these Rules. However, in response to a legal requirement, in an emergency, in response to any unlawful act or omission, or potential unlawful act or omission, or in otherwise exceptional circumstances, the Managing Director of Humane Society International, or her nominee, may at her discretion authorise the release of personal information.

### **15. GOVERNING LAW**

Matters arising in relation to the Rules and Licences shall be governed and determined in accordance with the laws of the State of New South Wales.