

# **Approved Supplier Program**

# **ACCREDITATION RULES**

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Issue 3.1

"The Australian honey bee industry's' own quality assurance program."





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### Introduction

The following document sets out the Accreditation Rules for the B-QUAL Approved Supplier Program for honey and honey products.

B-QUAL is the Australian honey bee industry's quality assurance program developed by the Australian Honey Bee Industry Council (AHBIC) and is managed by B-QUAL Australia Pty Ltd. Its purpose is to:

- a) build on the strong quality reputation of the Australian Honey Bee industry;
- b) meet customer expectations about handling and presentation of honey and honey products;
- c) ensure participants achieve industry accepted food safety standards and apiary practices; and
- d) ensure a solid self-regulatory basis on which the industry can grow and prosper in the future.

These Rules provide the fundamental framework for B-QUAL and are administered by B-QUAL Australia Pty Ltd on behalf of the Australian Honey Bee Industry Council.



### 1 Definitions and Interpretations

#### 1.1 Definitions

In these Rules where commencing with a capital letter, the following definitions will apply, unless the context otherwise requires:

**Accreditation** means Accreditation of an Enterprise being a Beekeeper or honey packer by B-QUAL in accordance with these Rules and the B-QUAL Standards;

**Agent** means a person approved by B-QUAL Limited to act on its behalf:

**Apiarist** means an individual or body corporate that carries out the activity of keeping bees for the purpose of production activities that may include but is not limited to: honey production, pollination services, queen bee production, pollen production, comb honey production, propolis production, royal jelly production, and packaged bee production;

**Apiary** means a defined area of distribution of Bees to which a geographical definition may be applied which relates to the production of honey and is linked to the Enterprise;

**Audit** means the systematic and independent examination to verify that the Enterprise is acting in accordance with these rules;

Auditor means a person approved by B-QUAL to conduct audits on its behalf;

Authorised User means a person authorised in accordance with these Rules to use the Mark;

Bee means all domestic bees and native bees;

Beekeeper means an Apiarist, for the purpose of these Rules;

**B-QUAL** means B-QUAL Australia Pty Ltd, ABN 37096945694;

**B-QUAL Approved Supplier Program** means the B-QUAL Approved Supplier Program – Manual as amended;

Company means B-QUAL Australia Pty Ltd, ABN 37096945694;

**Enterprise** means a Beekeeper or packer of honey and honey Products Accredited by B-QUAL in accordance with these Rules and the B-QUAL Approved Supplier Program;

Goods means Honey and Honey Products;

Mark means the Accreditation trademark as represented in Appendix A;

Non-Conformance means non-conformance as defined in these Rules;

**Registrar** means the Registrar of TradeMarks;

**Recreational Beekeeper** means a Beekeeper with less than 50 hives;

**Rules** means these Rules and any amendments made hereto from time to time;

**Standards** means the B-QUAL Standards included within the B-QUAL Approved Supplier Program and any amendments to it, from time to time; and

**Umbrella Group** means a group of more than one (1) Beekeeper that are formed through a legal entity and affiliated with the Australian Honey Bee Industry Council (AHBIC).



### 1.2 Interpretation

- 1.2.1 In these Rules, unless the context otherwise requires:
  - a) words in the singular will include the plural and vice versa;
  - b) references to a particular gender includes all genders;
  - c) references to a person shall include natural persons, corporations, bodies politic, associations, partnerships and trusts.
- 1.2.2 For the purpose of these Rules, all powers to be exercised by B-QUAL are exercised by its Board of management (or delegate) unless these Rules state otherwise.
- 1.2.3 All discretions or decisions by B-QUAL must be exercised or made in good faith. A person alleging that B-QUAL has not acted in good faith bears the onus of proving that allegation.
- 1.2.4 A reference to a person includes the person's successors and permitted assigns. A reference to a person who holds an office includes (as the case requires) the person who holds:
  - a) that office from time to time;
  - b) a corresponding office in another jurisdiction; or
  - c) an office that replaces the nominated office from time to time.
- 1.2.5 A reference to a paragraph or appendix is a reference to a paragraph of or appendix to these Rules.
- 1.2.6 A reference to any other agreement or instrument where amended or replaced means that agreement or instrument as amended or replaced.
- 1.2.7 Headings must be ignored in the interpretation of these Rules.

### 1.3 Proprietorship

The Mark is the absolute property of the Company and may not be used by any person except an Accredited B-QUAL Enterprise, unless with the specific approval of B-QUAL Australia Pty Ltd.

### **2** Obligations of Accredited Enterprises

#### 2.1 Compliance

- 2.1.1 Each Accredited Enterprise must comply in all respects with:
  - a) its application for Accreditation;
  - b) these rules;
  - c) the B-QUAL Standards; and
  - d) all laws and regulations relevant to the conduct of its activities, including holding all licences, permits, consents and approvals required for its activities.
- 2.1.2 Each Accredited Enterprise must, if required by B-QUAL, provide evidence of compliance with paragraph 2.1.1.



### 2.2 Food Safety Program

- 2.2.1 Each Accredited Enterprise must establish and maintain a Food Safety Program that:
  - a) is approved by B-QUAL; and
  - b) meets the requirements set out in the B-QUAL Standards, as well as any other requirements notified by B-QUAL to the Accredited Enterprise from time to time.
- 2.2.2 Each Accredited Enterprise must ensure that its Food Safety program is varied to conform to any variations in these Rules or any other variations required by B-QUAL from time to time.
- 2.2.3 In the event of the scope of the operations changing from that detailed in the Enterprise's application or ACCREDITATION certificate, the Enterprise must give written notice to B-QUAL at least 7 days prior to the changes taking effect. The Enterprise must ensure that its Food Safety Program is amended to reflect these changes.
- 2.2.4 Each Accredited Enterprise must conduct its activities in accordance with its Food Safety program.
- 2.2.5 In the event of a food withdrawal or food recall, B-QUAL Secretariat will be contact through the Certification Body.

### 2.3 Sourcing of Honey and Honey Products

2.3.1 Honey and honey products must not be represented as being derived from a B-QUAL Accredited Enterprise unless it is subsequently handled and/or packed under a Food Safety Program at a B-QUAL Accredited Enterprise or under an equivalent Food Safety Program recognised by B-QUAL.

#### 2.4 Management Representative

Each Enterprise must:

- a) nominate a person employed or engaged by the Enterprise who is acceptable to B-QUAL and has completed a course of training approved by B-QUAL (or has otherwise demonstrated equivalent competency to the satisfaction of B-QUAL);
- b) ensure that the person nominated in sub paragraph 2.3(a) is responsible for managing the Enterprise's Food Safety program on a day-to-day basis,
- c) ensure all records are properly completed and that action is promptly taken to remedy any defects in them;
- d) ensure all staff receive appropriate training in compliance with these Rules; and
- e) ensure prompt action is taken in accordance with all notifications from B-QUAL from time to time.



#### 2.5 Staff

2.5.1 Each Enterprise must demonstrate to the satisfaction of B-QUAL, that it has within its operations at all times during the Enterprise's working hours sufficient trained staff to maintain its Food Safety program and otherwise ensure compliance by the Enterprise with these Rules.

### 2.6 Equipment

2.6.1 Each Enterprise must ensure there is adequate equipment, in good working order, for all treatments and inspections required under these Rules to be properly carried out.

#### 2.7 Reference Material

- 2.7.1 Each Enterprise must, at all times make the following documents available for reference by all relevant staff:
  - a) these Rules;
  - b) all B-QUAL notifications, which B-QUAL advises, must be retained by the Enterprise;
  - c) the B-QUAL Standards; and
  - d) all other applicable codes and/or legislation specified by B-QUAL,
  - e) and all other documents, which B-QUAL advises from time to time.

## 2.8 Change in Ownership

- 2.8.1 If a change in ownership is proposed or occurs in respect of an Enterprise, the Enterprise must give B-QUAL written notice of a change in ownership (including, without limitation, parties involved in the transaction and any other details B-QUAL requires).
- 2.8.2 B-QUAL may (but is not obliged to) review the Accreditation of an Enterprise if a change occurs.

### 3 Fees

- 3.1 Each Enterprise must pay all fees payable to in connection with these Rules (including without limitation, fees payable to B-QUAL, its agents, assessors and auditors).
- 3.2 Applicants should contact the B-QUAL office 1800 630 890 or 07 3361 9200, fax 07 3361 9222 email. bqual@ausqual.com.au for a fee structure applicable to your enterprise.
- 3.3 B-QUAL may uniformly prescribe such other fees or amendments to the above fees as it thinks fit.



### 4 Application for Accreditation

### 4.1 Application

- 4.1.1 Members must pay the annual membership fee to remain active and certified. Membership renewals are conducted in October of each year. New members will pay for membership during this time.
- 4.1.2 Each Enterprise must pay all fees payable to B-QUAL or its agents connected with such an application.
- 4.1.3 Each Enterprise must establish and maintain a Food Safety program approved by B-QUAL.

#### 4.2 Initial Accreditation Audit

- 4.2.1 Prior to Accreditation, each proposed Enterprise must arrange for an Auditor to conduct an initial Accreditation audit of its business in respect of which it is seeking Accreditation. All audits will be at the Enterprise's sole expense.
- 4.2.2 An initial Accreditation audit must be conducted by an Auditor approved by B-QUAL to conduct audits on its behalf.
- 4.2.3 Initial audits should ideally be scheduled to take place during production, however it is acknowledged this will not always be possible. Where an initial audit is to take place outside the production period, the enterprise must ensure that they are prepared for production and can demonstrate adequate records to support their B-QUAL system.
- 4.2.4 To become Accredited an Enterprise must have completed to the satisfaction of B-QUAL or a person authorised by B-QUAL an initial Accreditation audit in accordance with these Rules and the Standards
- 4.2.5 Following an initial Accreditation audit referred to in paragraph 4.2.1, B-QUAL will notify the Enterprise of its decision concerning Accreditation.
- 4.2.6 Upon the successful Accreditation of an Enterprise, against the requirements set out in these Rules and the Standards, the Company will grant the successful Enterprise the right to use the B-OUAL Mark in accordance with the stated rules.
- 4.2.7 Any Enterprise will be able to appeal to B-QUAL Australia Pty Ltd against an Auditor's decision.
- 4.2.8 In the event an Enterprise is unable to successfully complete an audit, B-QUAL may refuse to grant the Enterprise permission to use the Mark, subject always to a right of appeal to B-QUAL.



### 5 Annual Audits

#### 5.1 Annual Audits

- 5.1.1 Each Accredited Enterprise must arrange for an Auditor to audit the Enterprise's continued compliance with these Rules. Such audits must be conducted at frequencies determined by B-QUAL. Audits will commence at a rate of one audit in a twelve (12) month period. All audits will be at the Enterprise's sole expense. The frequency of audits may be extended to a biennial audit regime at the discretion of the Company based on an assessment of food safety risk and history of performance for individual enterprises.
- 5.1.2 Subject to paragraph 5.1.1. Accredited enterprises will be contacted in advance of the intended date of annual audit.
- 5.1.3 Whilst the date of audit may vary year to year, the Accreditation date will remain constant on the anniversary of initial Accreditation.
- 5.1.4 Audits should ideally be scheduled to take place during production, however it is acknowledged this will not always be possible. Where an audit is to take place outside the production period, the enterprise must ensure that they can demonstrate production procedures and provide adequate records to support their B-QUAL system.
- 5.1.5 All Accredited Enterprises must comply with all audit requirements prescribed in the Standards. Accredited Enterprises are required to self-monitor and correct problems when they arise and not to wait until an audit is due.
- 5.1.6 B-QUAL may schedule random audits of each Accredited Enterprise or require additional audits if, in the opinion of B-QUAL, such Audits are necessary or desirable to protect the interests of the B-QUAL. Anytime B-QUAL deems appropriate, an Accredited Enterprise must undertake a further audit at the Enterprise's sole expense.
- 5.1.7 Subject to paragraph 5.1.4, each Accredited Enterprise will be notified of B-QUAL's intention to conduct a random Audit at least seven (7) days before the Audit.
- 5.1.8 If an Authorised User fails any audit prescribed under this section 5, then B-QUAL may in its absolute discretion revoke the permission to use the Mark, subject to a right of appeal to B-QUAL.
- 5.1.9 An Accredited Enterprise may refer to B-QUAL any perceived variations in auditing standards, to ensure uniform standards are maintained.

#### 5.2 Conduct of Initial Accreditation Audits

5.2.1 When conducting an initial Accreditation audit, the Auditor will evaluate the competency and understanding of the individual, with regard to general food safety principles and the B-QUAL Standards. In addition, the Auditor will evaluate the competency of the individual in implementing the B-QUAL system within their day to day operations, through the review of individual elements of the B-QUAL Standards.



5.2.2 When auditing, an Auditor will evaluate non-conformance according to a non-conformance scale as shown in table 1.

Table 1. Non-conformance assessment scores

Non-conformance	Documented by	Definition
Critical	A Critical Incident Report	The integrity of Food Safety or the integrity of
non-conformance	(CIR).	B-QUAL has been compromised.
Major	A Corrective Action	There is the potential to compromise food
non-conformance	Report (CAR).	safety or B-QUAL.
Minor	A Corrective Action	Does not directly impinge on Food Safety or
non-conformance	Report (CAR).	the integrity of B-QUAL.

- 5.2.3 Without limiting the manner in which an Auditor may conduct an Audit, the Audit will usually be conducted in the following manner:
  - a) On arrival at the Accredited Enterprise's premises the Auditor will conduct an entry meeting to explain the scope and manner of the Audit and answer any questions the Accredited Enterprise may have in respect of the Audit.
  - b) The Auditor will Audit the Accredited Enterprise's Food Safety program records to assess compliance with these Rules.
  - c) At the completion of the Audit the Auditor will conduct an exit meeting noting:
    - i) faults detected and their severity;
    - ii) matters which require rectification; and
    - iii) the date by which rectification must be undertaken.
  - d) At the completion of the Audit, the Auditor will issue either in hard copy or electronically any non-conformances that have been raised during the audit. The business has 30 days to close out any non-conformances for major and minors. Critical non-conformances will be referred to the Program Manager of B-QUAL with a course of action to be taken. Audit reports will be reviewed by the B-QUAL Program Manager or authorised delegate upon which a report and certificate will be issued if all standard requirements are met.;
  - e) in the case of an initial Accreditation audit referred to in paragraph 4.2 or annual audit referred to in paragraph 5.1, advise whether or not the Enterprise will be recommended for initial or continued Accreditation as applicable.

#### 5.3 Follow-up Audit

5.3.1 An Auditor may conduct a follow-up Audit to verify that effective action has been taken by the Accredited Enterprise to remedy any matters which the Auditor or B-QUAL consider requires rectification and, following any such Audit, will provide a written report of the Audit to the Accredited Enterprise.

#### 5.4 Assistance and Access

5.4.1 Each Accredited Enterprise must provide all reasonable assistance required by an Auditor during the course of each Audit.



- 5.4.2 Each Accredited Enterprise must, on request from an Auditor, give the Auditor access to:
  - a) the Accredited Enterprise's premises;
  - b) all records concerning the Accredited Enterprise; and
  - c) all honey and honey products,

for any purposes relating to Audits.

## 6 Umbrella Groups

### 6.1 Application to B-QUAL Australia Pty Ltd

Each Umbrella Group must apply to B-QUAL on the prescribed Umbrella Group application form and pay the prescribed fee to B-QUAL.

Each Umbrella Group must provide the following information to B-QUAL:

- a) Name (of the Club);
- b) Entity business registration certificate;
- c) ABN;
- d) Responsible position within Umbrella Group for B-QUAL contact;
- e) Contact details that must include telephone, facsimile and e-mail;
- f) Mailing address;
- g) Location address;
- h) Signed declaration of agreement to the B-QUAL Rules and Standards;
- i) Member details within a single member register that include, member status, member name, mailing and location address, contact details, number of hives.

#### 6.2 Legality

Each proposed Umbrella Group must be a legal entity under Australian law (the intent is that the Club must at least be Incorporated and hold a current Certificate of Incorporation as proof of its legal status).

### 6.3 Structure

Each Umbrella Group must document to the satisfaction of B-QUAL the structure of the Umbrella Group.

### 6.4 Responsibilities and Duties

The documented structure must clearly identify the position/s responsible for the management of B-QUAL activities including management of the Umbrella Group.

#### 6.5 Quality Manual

Each Umbrella Group must implement a documented quality system that includes the following sections:

a) Document Control;



- b) Records Management;
- c) Complaints Handling;
- d) Beekeeper Register Maintenance;

### 6.6 Umbrella Group Control

Each Umbrella Group must maintain a documented system to address the following:

- a) Risk Management Plan/Food Safety Plan (for individual members);
- b) Single administration centre;
- c) Contract with Beekeepers (membership process that includes the requirement to address the requirements of B-QUAL); and
- d) Internal audit procedures.

### 6.7 Beekeeper Self Audit

Each individual Beekeeper within the Umbrella Group must perform an individual self audit once per year using the B-QUAL Checklist as appropriate for the operation.

### 6.8 Group Internal Audits

Each Umbrella Group must undertake to have an internal audit of each member by the designated auditor/s within that group at least once per year.

Internal audits must address the B-QUAL Standards and Rules as applicable to the auditee.

Internal audit reporting must include:

- a) Identification of the Umbrella Group member;
- b) Signature of the auditee;
- c) Audit date;
- d) Auditor;
- e) Audit scope;
- f) Details of any non-conformances; and
- g) The recommended status of the member.

### 6.9 Umbrella Group Sanctions

Each Umbrella Group must communicate and apply the B-QUAL sanctions policy (or equivalent) to its members and maintain records of the sanctions applied.

The umbrella group must report all critical non-conformances to B-QUAL within five (5) working days of the non-conformance being identified.

Notification of non-conformance must include a full description of the non-conformance with the disposition of the product involved and full disclosure of corrective action taken to address the non-conformance.

#### 6.10 B-QUAL External Audit

Each Umbrella Group must permit full access to B-QUAL and its agents to undertake an external audit once per year by B-QUAL.



The audit will address the approved Umbrella Group Quality System and associated facilities if applicable.

A random sample of Umbrella Group members will be selected on the day of the audit to participate in on site audits of member facilities.

The sample size will be the square root of the number of members, or five (5) members, which ever is the greater sample size.

### 6.11 Product Traceability and Identification

Each Umbrella Group will be responsible for the use of the B-QUAL certification mark to ensure its use is in accordance with the B-QUAL Rules as amended.

#### 6.12 Withdrawal of Certified Product

The quality system must implement appropriate systems to ensure full identification and traceability of certified product.

### 7 Use of the Mark

- 7.1 The B-QUAL Mark may only be used in connection with honey and honey products produced in compliance with the B-QUAL Standards and these Rules.
- 7.2 The Mark may only be used to designate safety, quality, accuracy, or other characteristic, including origin, material, or mode of handling and packing of the Goods.
- 7.3 An Accredited Enterprise may only use the Mark as represented in Appendix A (2 formats) and must not in any way alter, amend or vary the Mark.
- 7.4 An Accredited Enterprise may only identify the Mark as a certification mark.

### 8 Withdrawal of Accreditation

### 8.1 Voluntary Withdrawal by an Enterprise

- 8.1.1 An Enterprise may, on written notice to B-QUAL, withdraw from Accreditation. Withdrawal is effective on receipt by B-QUAL of the notice.
- 8.1.2 The Enterprise must return its Certificate of Accreditation to B-QUAL and cease using the Mark.

### 8.2 Withdrawal of Accreditation by B-QUAL

8.2.1 If an Enterprise:



- a) being a body corporate, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
- b) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors; or
- c) ceases to operate its business for a continuous period of 2 years

B-QUAL may, by written notice to the Enterprise, withdraw the Enterprise's Accreditation.

#### 8.2.2 If an Enterprise:

- a) breaches any term of these Rules which, in the opinion of B-QUAL, is not capable of remedy;
- b) fails within seven (7) days after receipt of written notice from B-QUAL, or such other period as agreed between the parties, to remedy any breach of these Rules which, in the opinion of B-QUAL, is capable of remedy; or
- c) supplies false information or documentation; or
- d) fails to grant satisfactory access or assistance in accordance with paragraph 5.4 of these Rules; or
- e) issues a notice under paragraph 2.8 notifying a proposed change in ownership of the Enterprise,

B-QUAL shall consider the matter and may by written notice to the Enterprise, suspend the Enterprise's Accreditation.

- 8.2.3 If any of the matters set out in paragraph 8.2.2 occurs, B-QUAL may serve a notice in writing on the Enterprise:
  - a) setting out the decision taken of B-QUAL and the grounds on which it was based; and
  - b) stating that the Enterprise may give B-QUAL a written statement within 14 days of receipt of the notice, showing cause why Accreditation should not be withdrawn, and that if the Enterprise fails to respond to the notice, Accreditation may be withdrawn.
- 8.2.4 B-QUAL will consider any written submission made by the Enterprise pursuant to paragraph 8.2.3. B-QUAL may also consider such other matters or take such other action as it considers necessary in deciding, whether or not to withdraw the Accreditation of an Enterprise.
- 8.2.5 Where Accreditation of an Enterprise is withdrawn:
  - a) B-QUAL will revoke permission granted to the Enterprise to use the Mark;
  - b) B-QUAL will notify the Enterprise in writing and remove the Enterprise's name from the Register of Accredited Enterprises; and
  - c) the Enterprise must return its Certificate of Accreditation to B-QUAL and cease using the Mark.
- 8.2.6 On withdrawal of Accreditation B-QUAL may recover from the Enterprise all damages, losses, costs and expenses incurred by B-QUAL arising from or in any way connected with any conduct, act or omission on the part of the Enterprise in connection with withdrawal of the Accreditation.



### 8.3 Reapplying for Accreditation

- 8.3.1 If an Accredited Enterprise voluntarily withdraws from the B-QUAL Approved Supplier Program, an application for Accreditation may be made at any time following the same procedure as for initial Accreditation.
- 8.3.2 If Accreditation is withdrawn by B-QUAL, an application for Accreditation cannot proceed until THIRTY (30) DAYS have elapsed from the date Accreditation was withdrawn. After this period, application for Accreditation may be made following the same procedure as for initial Accreditation. When considering any such new application B-QUAL will adopt procedures which it considers appropriate to protect the interests of the Australian honey and honey products industry, including, if necessary referring the matter to an Industry Technical Advisory Committee.

#### 8.4 Revocation of Permission to use Mark

- 8.4.1 B-QUAL may revoke permission for use of the Mark on the occurrence of any one or more of the following events:
  - a) Accreditation of the Enterprise being withdrawn in accordance with these Rules.
  - b) the Accredited Enterprise breaches any one or more of these Rules;
  - c) the Accredited Enterprise fails to comply with the Standards;
  - d) the Accredited Enterprise fails an audit;
  - e) the Accredited Enterprise uses the Mark in a manner not authorised by these Rules; or the Accredited Enterprise becomes bankrupt or is the subject of winding up or liquidation proceedings.

### 9 Appeals

- 9.1 Any refusal to grant Accreditation or any revocation of Accreditation by B-QUAL is subject always to a right of appeal to B-QUAL.
- 9.2 If the dispute is not resolved within 28 days of submission of the dispute to them, or such other time as they agree, the provisions of paragraph 9.3 will apply.
- 9.3 Either party may request the President of the Law Society of New South Wales or his nominee to appoint an Expert to determine the dispute.
- 9.4 In making a determination in accordance with paragraph 9.3:
  - each Expert acts as an expert and not as an arbitrator; and
  - the Expert's decision is conclusive, final and binding on the parties (except in the case of manifest error).
- 9.5 The parties must pay the costs of the determination as determined by the Expert.



### 10 Indemnity

### 10.1 B-QUAL Indemnity

- 10.1.1 The Enterprise covenants and agrees with B-QUAL that the Enterprise indemnifies and keeps indemnified B-QUAL in respect to all or any claim, action, demand or suit made by any third party against B-QUAL arising from or in any way related to the withdrawal or refusal of Accreditation in accordance with these Rules.
- 10.1.2 The Enterprise covenants and agrees with B-QUAL that in the event Accreditation is withdrawn or refused in accordance with these rules, the Enterprise will not make or institute any claim, demand, action or suit against B-QUAL arising from or in any way related to the withdrawal or refusal of Accreditation.

#### 11 Variations

### 11.1 Amending the Rules

11.1.1 B-QUAL may from time to time apply to the Registrar to amend these Rules.

### 11.2 Amending the Standards

- 11.2.1 B-QUAL may from time to time amend the Standards.
- 11.2.2 Where B-QUAL proposes to amend the Standards, B-QUAL must notify all Accredited Enterprises of its intention. A variation takes effect:
  - a) seven (7) days after B-QUAL sends the notice, or from any other date specified in the notice; and
  - b) despite any accidental failure to give notice to any Accredited Enterprise.

### 12 The Register

### 12.1 The Register

B-QUAL or a body authorised by B-QUAL shall maintain a Register of Accredited Enterprises which shall include details of the name, address and trade description of each Accredited Enterprise and the date of registration and number allotted to each Accredited Enterprises and such other details B-QUAL may wish from time to time to include in the Register.

#### 12.2 Use of Information

The Enterprise acknowledges that B-QUAL may use information concerning the Enterprise or the business of the Enterprise obtained in connection with these Rules or the Accreditation of the Enterprise in a manner B-QUAL considers appropriate for the purposes of these Rules or the Accreditation of the Enterprise, including publishing any or all such information as B-QUAL considers necessary or desirable for the purposes of the Accreditation Program



# 13 Public Inspection of the Rules

13.1 These Rules will be available for inspection during normal business hours at the offices of the Company on prior contact to Australian Honey Bee Industry Council (AHBIC) P.O. Box 42 Jamison Centre, Macquarie ACT 2614. Email <a href="mailto:ahbic@honeybee.org.au">ahbic@honeybee.org.au</a>.

### 14 Paramountcy

14.1 In the event of any inconsistency between these Rules and a Permit, these Rules will prevail to the extent of that inconsistency.



# Appendix A - Sample B-QUAL Permit

# **B-QUAL Permit**

In consideration of:

("the Beekeeper") having paid B-QUAL Australia Pty Ltd the sum as determined by the Board, B-QUAL Australia Pty Ltd hereby authorises the Beekeeper to use the Mark as represented below in accordance with the Conditions set out below and in accordance with the B-QUAL Australia Pty Ltd Rules of Accreditation and in accordance with the Standards contained in the B-QUAL Standards or as otherwise prescribed, from time to time by B-QUAL Australia Pty Ltd.

Conditions:	
Accredited Enterprise Name	
Period of Permit	to
Accreditation Number	
A SOURLE DE LA COURTE DE LA COU	S-QUAL
Full colour version	Black & White version
B-QUAL logo pantone matching	
system (PMS) colours:	
Green PMS 355	
Orange PMS 021 Yellow Process Yellow	
Black PMS Black	
Signed by Beekeeper	Date
Signed on behalf of B-QUAL Australia Pty Ltd: National B-QUAL Co-ordinator	Date

**NB:** The Accreditation Number used by each Accredited enterprise is unique. Only the number relating to the Accredited Enterprise can be used in marketing product.