



Turf Accreditation Process (TAP)

Terms and Conditions

**PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN FOR
YOUR RECORDS**

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1. Scope

This document contains important information regarding the terms and conditions which apply to your Turf Accreditation with Turf Queensland Inc. These terms and conditions are between you and Turf Queensland Inc.

2. Definitions

In these terms and conditions:

“Accreditation Administrator”, means Turf Queensland (TQ) or a delegated representative of Turf Queensland Inc. acting in that capacity;

“Accreditation Procedures” means the procedures developed by Turf Queensland as documented in the Turf Accreditation Process document (as varied from time to time), and used as the core requirements in assessing the Applicant for the purpose of granting or maintaining Accreditation;

“Accreditation Services” means assessment of an Applicant in accordance with the TQ Turf Accreditation Process, and includes Turf Accreditation;

“Administration Provider” means any entity acting as agent for Turf Queensland, as agreed, in respect of Applications for Accreditation, re-accreditation and payment of associated fees;

“Applicant” means a business operating within the turf industry;

“Application” means an application for Accreditation of a Turf Production business to the Turf Queensland;

“Contract” means the contract between Turf Queensland and You resulting from Your Application for Turf Accreditation, and shall include these terms and conditions;

“Turf Queensland (TQ) means Queensland Turf Producers Association Inc. (QTPA);

“TQ Turf Accreditation Logo” means the approved symbol that signifies that an Applicant has achieved Accreditation;

“TQ Turf Accreditation Process” means the programme by which a turf production business may achieve recognition of Turf Accreditation;

“TQ Turf Accreditation” means confirmation that the Applicant has been accredited in accordance with the Turf Accreditation Process;

“You” means the Applicant business applying for TQ Turf Accreditation

“Independent third party auditor” means the company independent of TQ who undertake random audits of Turf Queensland accredited businesses and are independent and not jointly liable.

3. Turf Accreditation Services

An application for TQ Turf Accreditation must be lodged with the Accreditation Administrator. The TQ Administrator agrees to provide, and You agree to accept, the TQ Turf Accreditation Services requested by You pursuant to Your Application.

4. Assessment For Accreditation

You agree to promptly comply with the TQ Turf Accreditation Process and to provide the employees, agents and contractors of Turf Queensland, the Administration Provider, the Accreditation Administrator and the third party auditor with all co-operation and assistance required to enable them to provide the TQ Turf Accreditation Services requested by You, including reasonable access from time to time to the copies of documents and records belonging to You and an on-site farm audit visit.

Turf Queensland and the third party auditor is indemnified by each applicant in respect of all claims relating to accreditation.

5. Becoming Accredited

After assessment in accordance with the TQ Turf Accreditation Process and if You are not in breach of these terms and conditions and the TQ Accreditation Administrator is satisfied that TQ Turf Accreditation is appropriate, the Turf Queensland will:

- grant TQ Turf Producer Accreditation,
- issue You with a Certificate;
- grant to You a non exclusive license revocable at will to use the TQ TAP Logo in accordance with the logo guidelines and for the purpose only of displaying proof of TQ Accreditation; and
- add your business contact details and appropriate accreditation application documentation to a database available to the independent third party audit company, to enable third party audits to take place.

TQ Turf Accreditation is valid for 4 years from the date of Accreditation.

If the TQ Accreditation Administrator is not satisfied that TQ Turf Accreditation is appropriate they will notify You and the TQ Accreditation Administrator will provide action planning assistance as is possible at their discretion to enable you to reach the appropriate standard to become Accredited. You will be able to re-visit the initial application for a period of 6 months.

6. Appeals

You have the right to appeal against the decision by the TQ Accreditation Administrator not to grant TQ Turf Accreditation in respect of Your Application.

The parties agree that in any controversy or claim arising out of or relating to this Accreditation documentation or breach thereof, the parties agree to first try in good faith to settle the dispute by negotiation or through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The fees for such mediation will be borne equally by the parties. The location for such mediation sessions shall be in the city of Brisbane in the state of Queensland, Australia.

7. When Accredited

Subject to these terms and conditions, TQ Turf Accreditation continues until expiration, cancellation or termination under this Contract.

Subject to these terms and conditions, You may publicise the fact that Accreditation has been granted and display the TQ Turf Accreditation Certificate and TQ Turf Accreditation Logo as evidence of TQ Turf Accreditation. This must be done strictly according to the TQ Turf Accreditation logo guidelines and TQ Turf Accreditation logo licence agreement.

It is not to be construed that TQ Turf Accreditation is approved by any government or governmental or statutory authority.

You must not engage in any conduct which might mislead, deceive or confuse any person in relation to or otherwise misrepresent the nature, status, scope or effect of, Your Turf Accreditation.

If on-selling turf product from another supplier they must also hold Turf Queensland Accreditation status or equivalent and Turf Queensland should be notified of this.

You are required to notify Turf Queensland if there is a change of ownership of your Turf production business.

8. Termination Of The Contract including Suspension

You may terminate the Contract at any time by giving 30 days' prior notice to the TQ Accreditation Administrator.

You must promptly comply with any directions given by the TQ Accreditation Administrator to correct any conduct or misrepresentation in breach of Section 7. If Turf Queensland or the TQ Accreditation Administrator reasonably believes that TQ Turf Accreditation is no longer appropriate, the TQ Accreditation Administrator may suspend Your TQ Turf Accreditation with immediate effect by giving notice to You. If Your TQ Turf Accreditation is suspended:

- the TQ Accreditation Administrator must furnish You with information outlining the steps that must be taken by You to enable the suspension to be lifted;
- You must immediately take all steps necessary to enable the suspension of Your TQ Turf Accreditation to be lifted; and
- You must take all steps to prevent the public being misled or otherwise misinformed.

If the TQ Accreditation Administrator is satisfied with the remedial action taken by You, the TQ Accreditation Administrator may lift the suspension of TQ Turf Accreditation by notifying You of your accreditation status.

In addition to any other right of termination under the Contract, Turf Queensland may terminate the Contract with immediate effect by giving notice to You if:

- You breach any of these terms and conditions and fail to remedy the breach within 30 days after receiving notice requiring You to do so;
- You breach these terms and conditions where that breach is not capable of remedy;
- A receiver or similar officer is appointed to the applicant business.

In the case of discontinuation of the TQ Turf Accreditation Process, Turf Queensland reserve the right to terminate the Contract at any time by giving 30 days prior written notice.

If Your TQ Turf Accreditation expires or is cancelled or You no longer wish to be Accredited or is terminated by Turf Queensland, You must immediately:

- cease using and withdraw from public display the original and all copies of the TQ Turf Accreditation Certificate and TQ Turf Accreditation Logo. This includes the removal of all references to TQ Turf Accreditation relating to your business such as signage on your premises and all written materials including that on electronic media;
- cease all advertising, promotions or other publication of the fact of TQ Turf Accreditation; and
- take all other necessary steps to ensure that third parties are not misled to believe that Your TQ Turf Accreditation is still current.

9. Notice

A party giving notice or notifying under the Contract must do so in writing:

- directed to the recipient's address nominated in the Application or varied by any notice; and
- hand delivered or sent by prepaid post to that address.

A notice given is taken to be received:

- if hand delivered, on delivery;

- if sent by prepaid post, four days after the date of posting.

10. Fees and Charges

You must pay to the Administration Provider all fees and charges due in respect of TQ Turf Accreditation Services provided to You when requested.

The fees and charges payable are those set out in the current Application Form.

Turf Queensland reserves the right to amend its schedule of fees and charges at any time.

11. Information Provided by You

You warrant that all information made available or provided by You to the TQ Accreditation Administrator is, to the best of Your knowledge and belief, true, complete and correct, and You agree to provide prompt written notice of any change in that information which would render it untrue, misleading or incorrect.

12. Privacy

Turf Queensland will direct its employees, agents and contractors to treat as confidential, and to not disclose to any other third person any confidential information belonging to You with which the Turf Queensland becomes acquainted during the term of the Contract. Turf Queensland may, however, disclose Your identity and the status of Your TQ Turf Accreditation.

13. Intellectual Property Rights

You acknowledge that:

- Turf Queensland is the owner in Australia of copyright, know-how and other intellectual property rights of the TQ Turf Accreditation Scheme and associated documentation or material.
- Turf Queensland is the owner of the TQ Turf Accreditation Certificate, the TQ Turf Accreditation Logo, the TQ Turf Accreditation Process; and
- no right, title or interest in the TQ Turf Accreditation Process, the TQ Turf Accreditation Logo and documentation or material is transferred or assigned to You under the Contract.

14. Assignment

TQ Turf Accreditation is assigned to the Applicant business only. Your rights under this Contract cannot be assigned, transferred or otherwise disposed without prior written notice to the TQ Accreditation Administrator. This may only occur when the Applicant business is sold or otherwise disposed of.

If the new owners wish to maintain TQ Turf Accreditation, the new owners of the business must by written notice provide all Administration details as required in the TQ Turf Accreditation Process Application form and accept this Contract including these terms and conditions.

15. Relationship

The Contract does not create any employment, agency or partnership relationship between Turf Queensland and You.

16. Waiver

None of these Terms and Conditions will be taken to be waived except by written notice signed by you and Turf Queensland.

17. Liability

You agree that Turf Queensland is not under any liability to You for any loss or damage (including consequential loss or damage) from Your involvement in the TQ Turf Accreditation Process.

18. Amendment

Turf Queensland may vary these Terms and Conditions at any time at its sole discretion.

19. Severability

If all or any part of the Contract is found by a Court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part(s) may be severed from the Contract and the remaining parts of the Contract shall continue in force.

20. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of The State of Queensland, Australia.

I agree to all the outlined Turf Accreditation Process Terms and conditions.

Print Name: _____ **Company Name:** _____

Signed: _____ **Date:** _____

Witnessed by: _____ **Witness Sign:** _____