

Application Form for Renewal of Accreditation

Applicant Number

Organisation name:	
Contact name for service:	
Physical address:	
Email address:	
Business telephone number:	
Cell phone number:	
Nominated person to be available for the audit:	
Physical address for audit meeting:	
Email address:	
Cell phone number:	

Please verify that prior to the on-site visit by the Accreditation Assessment Panel member that your organisation has available:

1. Completed Quality Assurance records
2. A documented design for a farm to be reviewed
3. Two commissioning, operation and maintenance reports provided to farmers to review

RENEWAL OF FARM DAIRY EFFLUENT SYSTEM DESIGN ACCREDITATION AGREEMENT

This agreement between

_____ (“the Applicant”)

(Please write your organisation’s name above)

AND

INZ Accreditation Limited (“APM”), being the licensee of the Farm Dairy Effluent System (“FDES”) Design Accreditation Programme (“the Programme”)

Terms and Conditions

1. Accreditation

- 1.1. The Applicant is applying to the APM for renewal of accreditation under procedures set by the FDES Advisory Group and administered by the APM.
- 1.2. By applying for renewal of Farm Dairy Effluent System Design Accreditation the Applicant acknowledges they have agreed to the Terms and Conditions set out in this Accreditation Agreement.
- 1.3. The Applicant warrants it is in the business of designing on farm dairy effluent systems for New Zealand dairy farms.
- 1.4. In consideration of the grant of FDES accreditation and license to use the FDES logo and name, the Applicant hereby agrees that if the Applicant’s application for renewal is approved the Applicant will:
 - a. Operate in accordance with the rules and standards detailed in the FDES Design Accreditation agreement conditions (as set out in Schedule 1).
 - b. Accept as final and binding, any decision taken in relation to accreditation (including suspension or termination of accreditation) by the APM.
 - c. Promptly pay all fees (as set out in Schedule 2).
- 1.5. The Applicant agrees that its application for renewal of accreditation will be determined by the APM in its sole discretion.

1.6. The Applicant agrees that any revocation or suspension of its accreditation (if granted) will be at the sole discretion of the APM.

2. Termination

2.1. The Applicant may voluntarily terminate this Accreditation Agreement at any time by providing written notice to the APM.

2.2. This Accreditation Agreement will automatically terminate two (2) years after the date on which renewal of accreditation (if any) is granted to the Applicant.

2.3. The APM may terminate this Accreditation Agreement at any time by giving seven days written notice to the Applicant in the event the Applicant:

- a. Fails to make any payment due under this Accreditation Agreement on the due date;
- b. Becomes, threatens, or resolves to dissolve or is in jeopardy of dissolving;
- c. Breaches this Accreditation Agreement or commits any act that brings the Programme, the APM, or the FDES Advisory Group into disrepute (all as determined by the APM in its sole discretion).

2.4. Immediately upon termination (whether by voluntary termination by the Applicant or termination by the APM) the Applicant must no longer use the FDES Design Accredited logo or name or promote itself as having or having had FDES Design Accreditation.

3. No Liability

3.1. To the maximum extent permitted by law, the APM, the entities appointing the persons comprising the FDES Advisory Group (which, as at the date of this Accreditation Agreement, are INZ Accreditations Limited, New Zealand Milking and Pumping Trade Association Incorporated and DairyNZ Accreditation Limited), the members for the time being and from time of the FDES Advisory Group or the Assessment Panel, DairyNZ Limited, and the directors, agents, employees, or contractors of all or any of the above shall not be liable to the Applicant (whether in contract, tort (including negligence), at common law, in equity, or under any statute,

regulation or by-law or otherwise) for any loss (including indirect and consequential loss), damage, claim, proceedings, or costs suffered or incurred by the Applicant arising directly or indirectly from or as a result of any act or omission of the persons or entities listed above including, without limitation, in connection with the Applicant not obtaining accreditation, the Applicant's accreditation (if granted) being suspended or revoked, and any complaint received in respect of the Applicant. The Applicant agrees that the above exclusion of liability clause confers a benefit on the entities or persons listed above and is enforceable by each of them in accordance with the Contracts (Privity) Act 1982.

4.1. For the purposes of the Privacy Act 1993 (where applicable), the Applicant agrees that:

- a. Information is being collected about the manner of operation of the Applicant's business in order that:
 - i. a database can be established and held at the APM's office;
 - ii. the name and contact details of FDES Design Accredited organisations can be incorporated in the FDES Design Accredited Register and published on the FDES Design Accreditation website www.effluentaccreditation.co.nz ("the website").
 - iii. all information obtained in respect of the Applicant will be made available to the FDES Advisory Group and/or the Assessment Panel from time to time.

4.2. That the Applicant has the right of access to all such material pertaining to their operation and accreditation application (other than evaluative material) and has, if necessary, the right to correct it.

5. Conflicts of Interest

5.1. Where the Applicant:

- a. believes, on reasonable grounds, that the Applicant's application should not be considered by one or more members of the Assessment Panel because that member(s) would have or is likely to have a conflict of interest in doing so; and
- b. has notified the APM in writing of such belief before or at the same time as the Applicant has signed this Agreement

then the APM will use reasonable endeavours to ensure that such member(s) do not consider the Applicant's application.

5.2. Examples of where a conflict of interest would arise include where a member of the Assessment Panel is an applicant (or is a director, agent, employee, or customer of, or a contractor or supplier to, an applicant) or is a competitor of an applicant (or is a director, agent, employee, or customer of, or a contractor or supplier to, a competitor of an applicant).

6. Miscellaneous

6.1. If any term of this Agreement is held to be illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, legislation or other provisions having the force of law or any decision of any court or other body or authority having jurisdiction, such term will be deemed to be deleted from this Agreement. This Agreement is governed by the laws of New Zealand and the parties agree to submit to the jurisdiction of the New Zealand courts. This Agreement may only be varied by agreement in writing between the parties. "FDES Advisory Group" means the individuals for the time being and from time to time comprising or appointed to such either by the APM or any subsequent or other person or entity having the legal right to make such appointment(s). "Assessment Panel" means the individuals for the time being and from time to time comprising or appointed to such by the APM.

Signed by:

Full name:

Position:

Date:

ACCEPTED BY _____

INZ Accreditation Limited

DATED this _____ day of _____ 20__