



***OliveCare***<sup>®</sup>

**THE AUSTRALIAN OLIVE  
ASSOCIATION**

**Code of Best Practice**

**Manual and Appendices**

**(Incorporating Importer Certification)**

*(April 2020 / Third Edition 3.0)*

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AUSTRALIAN OLIVE  
ASSOCIATION<sup>LD</sup>

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## Foreword

The Australian Olive Industry Code of Best Practice (the Code) was developed in 2005 in the context of discussions with the Australian Government regarding a proposed new Australian Standard for olive oil.

The Code is a non-prescribed voluntary industry code of conduct<sup>1</sup> operating under the oversight of the Australian Competition and Consumer Commission (ACCC)<sup>2</sup>. Any financial member of the Australian Olive Association (AOA) may apply to become a Signatory to the Code. To gain and maintain certification, olive businesses must undergo an assessment on an annual basis by the Code Administrator to ensure the integrity of the program is maintained.

The Code has been revised to include flavoured olive oils, table olives and other products made from olive oil, each supported by relevant product standards, certification protocols, and certification Trademarks.

The Code is intended to support quality, authenticity and confidence in the Australian olive industry and its products. It incorporates the provisions of the Voluntary Industry Standard for Table Olives in Australia (RIRDC 2012 / Revised January 2020), the Australian Standard for Olive Oils and Olive Pomace Oils (AS5264-2011® which was introduced in July 2011), as well as provisions of the Australia New Zealand Food Standards Code, Australian Consumer Law (ACL) which comprises the Competition and Consumer Act 2010, and related State and Territory food safety and health legislation; as well as international rules and codes with similar aims, such as those of the American Oil Chemists Society (AOCS), International Standards Organisation (ISO), International Codex Alimentarius Commission (Codex).

In 2017 the Code was rebranded and relaunched as *OliveCare*®.

This Third Edition of the Code, extends certification options including coverage of imported olive products, and continues to provide quality assurances to consumers and provide certification and monitoring processes for producers of olive oil, table olives and other olive products, through the application of AOA certification Trademarks.

We sincerely thank the numerous industry members across Australia and the many other stakeholders that have been involved since 2005 in the development and implementation of *OliveCare*®.

Michael Thomsett  
President

Greg Seymour  
Chief Executive Officer

Signature: \_\_\_\_\_

Date:

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<sup>1</sup> Voluntary Industry Codes of Conduct: <https://www.accc.gov.au/business/industry-codes/voluntary-codes>

<sup>2</sup> ACCC: <https://www.accc.gov.au/>

## The Australian Olive Industry Code of Best Practice for the Production of Extra Virgin Olive Oil, Flavoured Olive Oils, Table Olives and Other Olive Products

OliveCare® incorporates the requirements of the Australian Standard for Olive Oils & Olive Pomace Oils (AS5264-2011®), the Voluntary Industry Standard for Table Olives in Australia (RIRDC 2012 / Revised January 2020), and other relevant product standards.

### AOA Australian Olive Products Certification Trade Marks (for use in domestic and export markets):



### AOA Imported Olive Oil Products Certification Trade Mark:



Australian Standard AS5264-2011® Compliant

## Part 1– Purpose

### 1. Background

The Australian Olive Industry Code of Best Practice (the Code) was developed in 2005 in the context of discussions with the Australian Government regarding a proposed new Australian Standard for olive oil.

The Code is a non-prescribed voluntary industry code of conduct<sup>3</sup> operating under the oversight of the Australian Competition and Consumer Commission (ACCC)<sup>4</sup>.

The Code sets out specific standards of conduct for an industry in relation to the manner in which it deals with its members as well as its customers. These standards are voluntarily agreed to by its signatories.

Olive producers, processors, packaging and marketing companies (domestic, exporters and importers) who are financial members of the AOA are eligible to apply to become a Signatory to the Code.

The Code is supported by various Certification Trade Marks (CTMs)<sup>5</sup> owned by the Australian Olive Association Ltd (AOA). The rules governing the use of these CTMs are regulated under Section 173 the *Trade Marks Act 1995*<sup>6</sup>, and are also subject to approval by the ACCC.

AOA vigorously defend its Intellectual Property (IP), including unauthorised use and misuse of its CTM's and may seek legal remedy where this occurs.

In July 2011, Standards Australia<sup>7</sup> published standards for olive oils sold in Australia (*Australian Standard AS5264-2011*<sup>®8</sup> *Olive oils and olive-pomace oils*). This standard is now referenced in the Code.

In October 2012 The Rural Industries Research and Development Corporation (RIRDC) published a *Voluntary Industry Standard for Table Olives in Australia*<sup>9</sup> developed by the AOA National Table Olive Committee. The table olive standard aims to ensure the authenticity and quality of *Certified Australian Table Olives*<sup>™</sup> and distinguish these from imported products by providing consumers with a recognisable “quality seal”, similar to certification arrangements already in place for *Certified Australian Extra Virgin*<sup>™</sup> olive oil. This table olive standard (revised in January 2020) is also referenced in the Code.

In October 2013 the Code was revised to incorporate labelling guidelines and certification for flavoured olive oils and other products made from olives aiming to achieve consistency with AS5264-2011<sup>®</sup>.

In November 2016 provision was made for certification of imported olive products under the Code.

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<sup>3</sup> Voluntary Industry Codes of Conduct: <https://www.accc.gov.au/business/industry-codes/voluntary-codes>

<sup>4</sup> ACCC: <https://www.accc.gov.au/>

<sup>5</sup> Certification Trade Marks (CTMs) <https://www.accc.gov.au/business/exemptions/certification-trade-marks>

<sup>6</sup> Trade Marks Act 1995: [http://www.austlii.edu.au/au/legis/cth/consol\\_act/tma1995121/](http://www.austlii.edu.au/au/legis/cth/consol_act/tma1995121/)

<sup>7</sup> Standards Australia: <http://www.standards.org.au/Pages/default.aspx>

<sup>8</sup> AS5264-2011: <https://australianolives.com.au/australian-standard-5264-2011/> (log in for access)

<sup>9</sup> Voluntary Industry Standard for Table Olives in Australia (RIRDC 2012 / Revised January 2020): <https://australianolives.com.au/table-olive-standard/>

The Australian Olive Industry Code of Best Practice was rebranded and relaunched in 2017 as OliveCare®.

The Code supports quality, authenticity and confidence in the Australian olive industry and its products, as well as imported olive products certified under this Code, through application of a suite of trademarks.

The Code and supporting documents will be reviewed from time to time in accordance with Section 29 – Review of the Code.

## 2. Objectives

The objectives of the OliveCare® Code of Best Practice are to:

- Prescribe a course of action for signatories that will:
  - establish the authenticity and high quality of Australian olive and other certified products;
  - provide assurance and confidence for consumers and investors in Australia and overseas in relation to Australian olive and other certified products;
  - deal effectively and expeditiously with complaints against a signatory.
- Establish a “compliance culture” within the industry to ensure that signatories meet their legal obligations.
- Establish a process to assess and direct how breaches of the Code are to be rectified by signatories.

## 3. Interpretation

- **ACCC** is the Australian Competition and Consumer Commission - the Australian Government agency responsible to ensure that individuals and businesses comply with Commonwealth competition, fair trading and consumer protection laws.
- **ACL** is the Australian Consumer Law which comprises the Competition and Consumer Act 2010<sup>10</sup> and State and Territory fair trading, food and weights and measures laws.
- **Adulteration of a product occurs:**
  - When a substance which should not be contained in that particular product for legal or other reasons is added to it, and this addition is unwanted by the recipient. This substance could be an undeclared or illegal additive and/or a substitute of the product. A substitute of the product could differ from the original product by chemical composition, grade and/or method of production.
  - When it contains more or less than the quantity or proportions that are specified for that type of product in the Australian New Zealand Food Standards Code or by any State or Territory law or by Australian Standard

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<sup>10</sup>Competition and Consumer Act 2010: <https://www.legislation.gov.au/Details/C2020C00079>

AS5264-2011®, or the Voluntary Industry Standard for Table Olives in Australia, or other relevant product standard.

- **Agent** is any Person authorised by AOA to administer the Code
- **AOA** is the Australian Olive Association Limited and its Board of Directors.
- **Appeal Process** is as detailed in Appendix No. 1 - Appeal Process & Committee Operations.
- **Appeals Committee** is the Industry Appeals Committee established under Section 20 (Industry Appeals Committee) of the Code.
- **Appendices** to this code as amended from time to time by the AOA Board.
- **Applicant** is a Person who is proposing to become a Signatory to the Code.
- **Australian New Zealand Food Standards Code**<sup>11</sup> details Legislated Standards that apply to Australian Food Businesses.
- **AS5264-2011**<sup>®</sup> is the Australian Standard for olive oils and olive-pomace oils as published by Standards Australia in July 2011.
- **Assessor** means a qualified person contracted/hired by the AOA to undertake a third party review of a signatory if required.
- **Batch** is a quantity of olive oil, table olives or other product produced at the same time or as part of the one operation, as described by a unique batch number..
- **Best Before Date (BBD)** is a date that signifies the end of the period during which the intact packaged item, if stored in accordance with stated storage conditions, will remain fully marketable and will retain any specific qualities for which express or implied claims have been made. A BBD is a compulsory requirement for a label of a product that will perish before two years. (Ref: FSANZ Date Marking User Guide to Standard 1.2.5)<sup>12</sup>.
- **Binding Agreement** is the signed undertaking made by Signatories to the Code.
- **Breach of the Code** is any action or omission by a Signatory in contravention of the requirements of the Code as determined by the Code Administrator, or as upheld on Appeal to the Committee.
- **Certification** is the approval for a Signatory to apply a Certification Trade Mark to products meeting Code quality and labelling requirements.
- **Checklist** forms part of the Application Form and Agreement.
- **Code Administrator** is the person or agent appointed by the AOA under Section 19 (the Code Administrator) of the Code.
- **Code Compliance Monitoring** is as defined in Section 23 (Monitoring of Code Compliance) of the Code.

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11 Australia New Zealand Food Standards Code:

<https://www.foodstandards.gov.au/code/Pages/default.aspx>

12 FSANZ Date Marking User Guide to Standard 1.2.5:

<https://www.foodstandards.gov.au/code/userguide/Documents/Guide%20to%20Standard%201.2.5%20-%20Date%20Marking%20of%20Food.pdf>



- **Expelled Signatory** is a Person who has been expelled under the provisions of Section 10 (Expulsion) of the Code.
- **Financial Member** is a person or organisation who has paid their annual AOA membership fees and Code fees as and when the same were due.
- **Flavoured Olive Oil** is where an approved flavouring substance has been added during the processing of olives (Co-processed or Agrumato method), or added to a base olive oil (Infused method).
- **FSANZ Code** is the Australia New Zealand Food Standards Code which lists requirements for foods such as additives, food safety, labelling and GM foods.
- **GAP** is Good Agricultural Practice
- **GMP** is Good Manufacturing Practice.
- **HACCP (Hazard Analysis Critical Control Point)**<sup>13</sup> are the principles used to establish a course of action to identify and control food safety hazards.
- **Labelling Breach** is statements or representations made on or in any labelling, packaging, logos or promotional material that is in breach of:
  - Australian Standard AS5264-2011®;
  - the Voluntary Industry Standard for Table Olives in Australia;
  - the FSANZ Code, including the Code of Practice on Nutrient Claims in Food Labels and in Advertisements (CoPoNC)<sup>14</sup>;
  - the Australian Consumer Law (ACL), or
  - the product quality specifications and labelling requirements Ref: Product Guides.
- **Letter of Non-compliance** is the notice sent by the Code Administrator to a Signatory advising of a breach of the Code as established under Sections 24 (First Breach of the Code), 25 (Second Breach or failure to Comply with Undertaking), 26 (Third and Subsequent Breaches) of the Code.
- **License** is the terms and conditions of use of the Certification Trade Marks by Signatories, including fees and royalties payable.
- **Non-compliant Signatory** is a signatory who has not paid their fees due under or in connection with the Code or has had their signatory status suspended or terminated under the Code.
- **Notice of Suspension** is a letter issued by the Code Administrator to a Signatory at their registered address to formally notify of a suspension from the Code, including details of the appeal process.
- **Olive oil** is as defined Sections 5 and 6 of AS5264-2011®.

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<sup>13</sup> HACCP Principles & Guidelines:

[http://www.codexalimentarius.org/download/standards/23/CXP\\_001e.pdf](http://www.codexalimentarius.org/download/standards/23/CXP_001e.pdf)

<sup>14</sup> Code of Practice on Nutrient Claims in Food Labels and in Advertisements (CoPoNC):

[https://www.foodstandards.gov.au/code/userguide/Documents/Userguide\\_Nutrition%20Claims\\_PartB\\_Marc\\_h12.pdf](https://www.foodstandards.gov.au/code/userguide/Documents/Userguide_Nutrition%20Claims_PartB_Marc_h12.pdf)

- **Olive Producer** is any person who grows olives, buys olives, processes olives or any other part of the olive plant, or produces or trades in olive products.
- **Olive products include** olive oil, flavoured olive oil, table olives, any food products derived predominantly from olive oil or the fruit of the olive tree, any other products where an olive product is the characterising or predominant ingredient, or any product marketed as an olive product.
- **Outgoing Signatory** is a Person who has voluntarily withdrawn as a Signatory under the provisions of Section of the Code.
- **Permitted Additives and Flavours are** as specified in the Product Guides.
- **Person** is a real person, corporation, partnership, association or any other body.
- **Product Guides** set out product specific requirements for certification under the Code
- **Rectification Requirements** is the specific instructions provided to a Signatory or Suspended Signatory under Sections 24 (First Breach of the Code), 25 (Second Breach or failure to Comply with Undertaking), 26. Third and Subsequent Breaches) of the Code to address any Breaches of the Code.
- **Relevant Standards** is AS5264-2011®, the Voluntary Industry Standard for Table Olives in Australia (RIRDC 2012 / Amended January 2020), and any other relevant product standards referred to in this document.
- **Signatory** means a Person that is a Signatory to the Code and licensed to use the Certification Trademarks. (See also Non-compliant Signatory, Suspended Signatory, Expelled Signatory and Outgoing Signatory).
- **Suspended Signatory** is a Person who has been suspended under the provisions of Section 12 (Suspension) of the Code.
- **Table Olive** is as defined in Section 2 of the Voluntary Industry Standard for Table Olives in Australia.
- **Testing** is testing and/or analysis of olive products to ascertain whether the product conforms to the requirements of AS5264-2011®, The Voluntary Industry Standard for Table Olives in Australia, Food Standards Australia New Zealand Code, the Relevant Standards or any other relevant standards, legislation and guidelines associated with the Code, or any other legislation applying to the certified product.
- **The Code** is this Australian Olive Industry Code of Practice document, including Appendices, and the companion Guide to Completing the Code of Practice Application Form and Checklist, as may be issued or amended from time to time by the AOA.
- **Trademarks** are AOA's registered trademarks as described in Appendix No. 2 – Certification Symbols which may be supplemented from time to time and any other logo, certification symbol or other insignia or devices proclaiming, indicating or inferring that the producer, wholesaler, retailer of a particular product is a Signatory.
- **Voluntary Industry Standard for Table Olives in Australia** is a voluntary industry standard for table olives published by RIRDC in October 2012 / Amended January 2020.

## Part 2 – Application

### 4. Application

The Code applies to and is binding on the AOA and each Signatory.

### 5. Eligibility to apply to be a Signatory

- (a) Any Person who has not previously had their status as a Signatory suspended or terminated, who is a current financial member of the AOA, other than an associate member, shall be eligible to make application to become a Signatory to the Code.
- (b) Any Person who has previously had their status as a Signatory suspended or terminated and who has served a 12 month period of expulsion may make a new application to become a Signatory that will be considered under Section 12 (Suspension) of the Code.
- (c) All applications will be considered by the AOA Board of Directors, or their delegate.

### 6. Status as Signatory subject to payment of annual fee

- (a) A Signatory is only entitled to remain a Signatory of the Code if payment of the annual fee as prescribed by the Code is paid within 14 days of the invoice date as issued to the Signatory.
- (b) If a Signatory fails, refuses or otherwise neglects to pay the annual fee as prescribed by the Code, the AOA may revoke the Signatory's *OliveCare®* Certification until such payment is made and providing all other Signatory conditions are met.

### 7. Binding Agreement

- (a) If approved, each Applicant shall be required to sign a Binding Agreement to affirm that they agree to be bound by the terms, conditions and obligations imposed by the Code.
- (b) If not approved an Applicant may lodge an Appeal that will be considered by the Committee.

### 8. Amendments to the Code

- (a) The provisions of the Code may be amended by the AOA from time to time, as notified to the ACCC.
- (b) Approved amendments shall be notified in writing to all Signatories to the Code by publication on the AOA web-site and in an e-mail to all Signatories to the Code, and thereafter will be binding on each Signatory.

- (c) The Code shall be periodically reviewed in accordance with Section 29 (Review of the Code).

## 9. Voluntary withdrawal of a Signatory

- (a) A Signatory (“Outgoing Signatory”) may cease to be a Signatory by serving written notice to that effect on the AOA. The Outgoing Signatory shall be taken to have withdrawn from the date of receipt of such notice by the AOA. A pro-rata refund of fees paid may be made to the Signatory.
- (b) The Outgoing Signatory shall continue to be liable for breaches of the Code arising from conduct prior to the date of its withdrawal notwithstanding such withdrawal.
- (c) A Signatory who experiences crop failure or who sells their unprocessed olive fruit, but who still wishes to remain a Signatory to the Code need only to pay the minimum fee.

## 10. Expulsion

- (a) The Code Administrator shall expel a Signatory (“Expelled Signatory”) if
  - (i) the Expelled Signatory ceases to be a Financial Member of the AOA;
  - (ii) the Expelled Signatory has failed to pay any fee due and payable by it under the Code and such fee remains unpaid for a period specified reminder letters sent to the Signatory in accordance with the *AOA Policy on Delinquent Membership Renewal Policy* or
  - (iii) the Expelled Signatory has failed to comply with the requirements set out in a Notice of Suspension within a period of twenty-eight (28) days from the date of the Notice of Suspension or such later date as may otherwise be specified in the Notice of Suspension; and
- (b) The Expelled Signatory shall have access to an Appeal Process through the Committee. Ref Appendix No. 1 – Appeal Process & Committee Operations.

## 11. Effect of withdrawal or expulsion

Upon voluntary withdrawal or expulsion of a Signatory:

- (a) all references to the Outgoing or Expelled Signatory shall be deleted from all COP advertising material, websites and any other media that displays lists of Signatories;
- (b) the license granted under Section 5 (Eligibility to apply to be a Signatory) in favour of the outgoing or Expelled Signatory shall terminate;
- (c) the outgoing or Expelled Signatory must immediately cease all use of the Trademarks.

- (d) Should AOA become aware of any unauthorised use of Trademarks or any false representations as to membership or signatory status, AOA **may** instruct its lawyers to commence legal action.

## 12. Suspension

- (a) The Code Administrator may suspend a Signatory (“Suspended Signatory”) by notice (“Notice of Suspension”) in writing in the circumstances as detailed in Sections 24 (First Breach of the Code), 25 (Second Breach or failure to Comply with Undertaking), 26. Third and Subsequent Breaches) of the Code.
- (b) A Notice of Suspension:
- shall set out the reason(s) for the decision to suspend;
  - shall set out the Rectification Requirements that the Suspended Signatory must action to have the suspension lifted;
  - shall provide advice of the Appeal Process as set out in Appendix No 1 - Appeal Process & Committee Operations, and
  - may contain such other information or requirements as the Code Administrator determines.
- (c) The Suspended Signatory shall have access to an Appeal Process through the Committee. Ref Appendix No. 1 – Appeal Process & Committee Operations.

## 13. Effect of suspension

- (a) During the period of any suspension the following restrictions apply to the Suspended Signatory:
- the Suspended Signatory shall NOT hold out to any Person that it is a Signatory without also disclosing in writing that it is under suspension;
  - products or advertising of the Suspended Signatory sold or published shall not bear any of the Trademarks or any representation or inference that the Suspended Signatory is a Signatory; without written permission from the Code Administrator.
  - the Suspended Signatory shall otherwise continue to be bound by its obligations under the Code.
- (b) During the period of any suspension the Code Administrator **may** notify third parties who hold stock of the Suspended Signatory’s product bearing any of the Trademarks or any other certification, logo or symbol indicating or inferring that the Suspended Signatory is a Signatory, that such product is non-compliant with the Relevant Standards.
- (c) The Code Administrator may only lift a suspension where the Code Administrator is satisfied that a Suspended Signatory has completed all of the Rectification Requirements as set out in the relevant Notice of Suspension.

## 14. Trademarks

Signatory to have license to use certain Trademarks

- (a) The AOA will, from time to time, develop, own and license the Trademarks to Signatories
- (b) Upon written advice of the Code Administrator an Applicant will become a Signatory and shall be licensed to use Trademarks on the following terms:
- (c) To apply the relevant Trademarks to the Signatory's products and associated advertising or promotional material in accordance with the Code Certification requirements;
  - The term of the license shall be for so long as the Signatory is a Signatory and provided the relevant Signatory has not been suspended or expelled or themselves withdrawn;
  - The Signatory shall not be entitled to alter the Trademarks and each of the Trademarks shall only be applied strictly in accordance with the requirements as set out in Appendix No. 2 - Certification Symbols, Appendix No. 3 – AEV logo and Appendix 4 – Exporter Certification.
- (d) If a participant ceases to be a Signatory, any licence granted to the Signatory by virtue of being a Signatory to the Code is immediately revoked, and the Signatory shall no longer be entitled to use the trademarks of the Association.
- (e) If a participant ceases to be a Signatory, any product bearing AOA trademarks must be removed from the market place within 90 days.

## 15. Responsibilities of Signatories

- (a) Each Signatory shall take all reasonable steps to ensure that the olive products it produces, purchases, sells, offers for sale or trades in comply with the Relevant Standards and with any Local, State or Federal Government laws.
- (b) Each Signatory shall:
  - observe good and proper production and marketing practices for their products;
  - refrain from engaging in conduct which breaches relevant fair trading, environmental, food or health laws. Such conduct includes, but is not limited to:
    - adulteration of a product;
    - misrepresentation regarding the source of a product, or its composition, grade, contents or the like;
    - misleading or deceptive labelling of a product;
    - meaningless descriptions or labelling of a product;
    - misleading or deceptive packaging of a product; or
    - misleading or deceptive promotion or advertising in respect of a product;

- (c) Each Signatory must:
- adopt proper complaints handling procedures that are consistent with the Code requirements;
  - in the case of food products, adopt a food safety program consistent with HACCP Principles as outlined in the AOA template HACCP Style Food Safety / Food Quality Plan for Olive Oil, HACCP Style Food Safety / Food Quality Plan for Table Olives, and HACCP Style Food Safety / Food Quality Plans for other products;
  - adopt a product traceability system consistent with FSANZ Code as referenced in both the HACCP Style Food Safety / Food Quality Plan for Olive Oil, The HACCP Style Food Safety / Food Quality Plan for Table Olives, and HACCP Style Food Safety / Food Quality Plans for other products;
  - abide by all applicable quality and labelling requirements under the FSANZ Food Standards Code, including those described in the *OliveCare®* Product Guides for olive oil, flavoured olive oil and table olives.
  - ensure compliance with all state, territory and national environmental laws and regulatory requirements.
  - refrain from doing anything or causing anything to occur that might have the effect of bringing the Code into disrepute;
  - Provide a disclosure in response to any enquiries made by the Code Administrator relating to its produce, systems for compliance with the Code or any matter relating to code administration.<sup>15</sup>

## 16. Records

- (a) Each signatory must keep records for the previous five years sufficient to demonstrate the Signatory's compliance with the provisions of the Code.
- (b) Upon request a Signatory must provide the Code Administrator with access to or copies of such records, as the Code Administrator shall stipulate. If required the signatory must provide access to an AOA third party Assessor to undertake an onsite inspection to verify compliance with the Code.

## 17. Commencement

The Code (as amended) comes into effect twenty-eight (28) days after the publication date of its adoption by the AOA.

## Part 3 - Administration

## 18. Administration

- (a) The Australian Olive Association Ltd shall:

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<sup>15</sup> Further information about the responsibilities of signatories can be found in the *OliveCare®* Product Guides.

- appoint the Code Administrator to administer the Code;
  - appoint the members of the Industry Appeals Committee (Committee);
  - act upon such of the recommendations of the Code Administrator as they sees fit and act in its own name to enforce the provisions of the Code;
  - monitor the operation of the Code;
  - propose amendments to the Code after consultation with relevant interested parties;
  - promote the Code and its benefits;
  - co-operate with or enter into an agreement with any other person or organisation as it sees fit to advance the principles, objectives and effective operation of the Code.
- (b) The AOA may determine fees to be paid by Signatories. (Subject to meeting any ACCC requirements)

## 19. The Code Administrator

- (a) The Code Administrator:
- Is appointed by the AOA, reports to the AOA CEO, and is responsible for the operation of the Code.
  - Shall provide each Applicant with written materials and other information regarding the Code operation and requirements prior to signing;
  - May liaise with each Applicant prior to or after signing to ensure that they understand the Code and their obligations under it;
  - Shall respond to any enquiry or questions raised by any Applicant or Signatory;
  - May from time to time provide information circulars to update and educate Signatories on the operation of the Code;
  - Shall provide AOA with details of *OliveCare®* Signatories for inclusion in the AOA database, including names, addresses, contact numbers, email address, hectares, production, products, brands and any other relevant details of Signatories, this information is subject to the AOA privacy policy;
  - Shall comply with all record keeping and reporting obligations;
  - Shall promote the use of the Trademarks;
  - May refer a complaint against a Signatory to the Signatory before taking any further action;
  - Shall address any alleged breaches of the Code, in accordance with Sections 24 (First Breach of the Code), 25 (Second Breach or failure to Comply with Undertaking), 26. (Third and Subsequent Breaches) of the Code;
  - Shall receive, investigate and deal with complaints or relevant information from Signatories or members of the public and allegations, and any other matter referred by the AOA;



- Shall act on decisions of the Appeals Committee following an appeal as communicated by the AOA CEO.
- (b) As part of the Appeal process the Code Administrator shall refer to the Committee via the AOA CEO, any matter where a complainant or Signatory is dissatisfied with a decision of the Code Administrator. The Appeal Process is set out in Appendix No. 3 – Appeal Process & Committee Operations.
- (c) The Code Administrator may delegate any of its functions as approved by the AOA CEO and on such conditions as the CEO may determine.

## 20. Industry Appeals Committee (Appeals Committee)

- (a) The Appeals Committee is established and its members are appointed by the AOA.
- (b) The Appeals Committee shall consist of no less than three (3) and no more than five (5) members.
- (c) Of the members of the Appeals Committee:
  - one shall be a person appointed by the AOA as Chairperson, being a person who:
    - has judicial experience;
    - has no affiliation with or financial interest in any aspect of the olive industry; and
    - has not been affiliated with or had a financial interest in any aspect of the olive industry within the last 5 years; and
  - one shall be a person who has relevant skills and experience in food quality / food safety,
  - one shall be a person representing consumer and community interests;
  - up to two further people may be appointed by the AOA of whom:
    - one may be a person who has expertise in olive oil, or
    - one may be a person who has expertise in table olives, or
    - one may be a person who has expertise in other food products, or
    - one may be a person who has expertise in export.
- (d) The functions of the Appeals Committee are as follows:
  - to hear and determine any Appeal under the provisions of Appendix 1 - Appeal Process & Committee Operations of the Code;
  - any other function given to the Committee by the AOA Board or under the Code.
- (e) Members of the Appeals Committee shall be appointed for a term of three (3) years. Members may be reappointed to the Appeals Committee following expiry of their term.

- (f) The AOA shall fill casual vacancies or vacancies arising from retirement of members of the Appeals Committee.
- (g) The AOA may appoint any qualified nominee who has accepted a nomination in writing.
- (h) Before being appointed each Appeals Committee member shall disclose to the Committee and the AOA all interests he or she may have in, or connections he or she may have with, the olive industry.
- (i) During the period of his or her appointment as a member of the Appeals Committee each member shall disclose to the Committee and the AOA details of any acquisition of any interests or commencement of any connection of the kind referred to in (h) above.
- (j) Appeals Committee members may be paid a fee and/or reimbursed expenses in accordance with the *AOA Policy on Committee Fees* as revised from time to time.
- (k) Appeals Committee members shall notify fellow members of any actual or potential conflict of interest that may arise in relation to any issue that they may be required to deliberate upon and shall immediately disqualify their-self from and withdraw from any discussions regarding the same.
- (l) The quorum necessary for the transaction of the business of the Appeals Committee is three members.
- (m) Meetings of the Appeals Committee may be convened through video, telephone conferencing or by other electronic means.
- (n) In the event that a decision is put to a vote, all members of the Appeals Committee (including the Chairperson) have a deliberative vote.
- (o) In the event of a tied vote, the Chairperson shall also have a casting vote.
- (p) The Chairperson of the Appeals Committee shall report to the AOA CEO on the outcomes of any meetings of the Appeals Committee as soon as a hearing is completed.

## 21. Administrator Reports

- (a) The Code Administrator shall provide a summary of yearly activities to the AOA Board through the CEO by no later than 30 September in each year or at any other time as requested by the AOA Board of Directors.

## 22. Monitoring of Products

- (a) The AOA shall from time to time as finances permit, conduct a testing program as described in the *OliveCare® Product Guides*, in respect of the olive products of both Signatories and non-signatories.
- (b) The results of any testing under Section 22 (a) above shall be deemed to be accurate in the absence of compelling evidence to the contrary.

- (c) The AOA may determine which testing bodies will carry out testing for the purposes of the Code, and may use bodies endorsed by the International Codex Alimentarius Commission (Codex), National Authority for Testing Agencies (NATA), the American Oil Chemists Society (AOCS) or such other relevant organisation at its discretion as listed in the *OliveCare®* Product Guides.
- (d) The Code Administrator may refer market survey products for verification testing at a second approved testing body.
- (e) If a test result establishes a breach of the Code, the Code Administrator shall notify the Signatory, being the producer or seller of the sample in question, and invite the same to submit a further sample for independent testing at that Signatory's expense.
- (f) The Signatory will be advised to withdraw from sale the Batch that is in Breach of the Code in respect to the stated quality classification of the product, unless subsequent independent re-testing establishes product compliance.
- (g) If a test result establishes a non-signatory product has failed to meet required test parameters under the relevant product standard, the Code Administrator shall notify the producer or seller of the sample in question, and invite the same to submit a further sample for independent testing at that producer's expense.
- (h) The non-signatory will be advised to withdraw from sale the Batch that has failed testing in respect to the stated quality classification of the product, unless subsequent independent re-testing establishes product compliance.

## 23. Monitoring of Code Compliance

The AOA Board of Directors may authorise the Code Administrator to implement Code Compliance Monitoring in accordance with any terms and conditions that it shall decide may be appropriate. This may include verification that items on the Code of Best Practice Checklist are being adhered to.

Compliant olive product brands will be promoted on AOA Australian Extra Virgin Everyday website: [www.australianextravirgin.com.au](http://www.australianextravirgin.com.au)

## 24. First Breach of the Code

- (a) If, in the opinion of the Code Administrator, any information made available to the Code Administrator (including but not limited to the results of testing carried out under Section 22 above) indicates that there has been a Breach of the Code by a Signatory, the Code Administrator shall issue a 'First Letter of Non-compliance' to the Signatory:
  - setting out details of such breach;
  - requiring that within the period specified by the Code Administrator (being a period of not less than fourteen (14) days of the date of such letter) the relevant Signatory shall provide to the Code Administrator:

- (i) details and the results of all tests performed on the product Batch in question; and/or
  - (ii) an explanation for the breach in question; and
  - (iii) any such other information requested as deemed relevant by the Code Administrator.
- (b) If the Code Administrator is satisfied by the response received from the relevant Signatory that there has been no Breach of the Code, they may determine that no further action be taken.
- (c) If, within the time referred to in Section 24 (a) above, the Signatory fails to provide responses, information or details of tests and test results that satisfy the Code Administrator, or that the information referred to in Section 24 (a) above is inaccurate, the Code Administrator may determine that a breach has occurred.
- (d) If the Code Administrator determines that a Breach of the Code has occurred, the Signatory must be advised in writing of the breach, and details of any Rectification Requirements and of the Appeal Process.
- (e) Subject to the outcome of any Appeal Process, the Code Administrator shall ensure that samples of the relevant product be included a subsequent round of product testing as detailed in Section 22 (Monitoring of Products) above.
- (f) The Code Administrator must maintain a record of any breaches of the Code for a period of three (3) years.

## 25. Second Breach or Failure to Comply With Undertaking

- (a) If, a Signatory is found to be in Breach of the Code ('the First Breach'), and within a period of three years from the date of the breach the Signatory is again found by application of Section 24 (First Breach of the Code) to be in Breach of the Code ('the Second Breach') or if a Signatory fails to comply with a Rectification Requirement determined under Section 24, then in that case the Code Administrator shall issue a 'Second Letter of Non-compliance' to the Signatory setting out:
  - details of such second breach or the breach or failure to comply with a Rectification Requirement;
  - requiring that within the period specified by the Code Administrator (being a period of not less than fourteen (14) days of the date of such letter) the relevant Signatory shall provide to the Code Administrator:
    - (iv) details and the results of all tests performed on the product Batch in question; and/or
    - (v) an explanation for the breach in question; and
    - (vi) any such other information requested as deemed relevant by the Code Administrator.
- (b) If, within the time referred to in Section 25 (a) above, the Signatory fails to provide responses, information or details of tests and test results that satisfy the

Code Administrator, or that the information referred to in Section 25 (a) above is inaccurate, the Code Administrator may determine that a second breach has occurred.

- (c) If the Code Administrator is satisfied by the response received from the Signatory that there has been no Breach of the Code, they may determine that no further action be taken.
- (d) If the Code Administrator determines that a second Breach of the Code has occurred, the Signatory must be advised in writing of the breach, and details of any Rectification Requirements and of the Appeal process including providing access to third party Assessor approved by the AOA to verify the compliance with the Code at the Signatories expense.
- (e) Subject to the outcome of any Appeal Process, the Code Administrator shall ensure that samples of the product be included in a subsequent round of product testing as detailed in Section 22 (Monitoring of Products) of the Code. The relevant Signatory shall pay all of the costs of having such subsequent testing carried out.
- (f) The Code Administrator must maintain a record of any breaches of the Code for a period of three (3) years.

## 26. Third and Subsequent Breaches

- (a) Where, the Code Administrator becomes aware that a Signatory has failed to comply with Rectification Requirements or in the event of a third or subsequent breach within a period of three(3) years from the date of the first breach in respect of any of the relevant Signatory's products or activities, the Code Administrator shall issue a 'Third Letter of Non-compliance' to the relevant Signatory setting out details of such breach or breaches and invite the relevant Signatory to explain the same within such period as the Code Administrator may stipulate in the Notice (but being a period not less than fourteen (14) days).
- (b) If the Code Administrator is satisfied by the response received from the relevant Signatory that there has been no Breach of the Code, they may determine that no further action be taken.
- (c) If the Code Administrator determines that a third Breach of the Code has occurred, the Signatory must be advised in writing of the breach, and details of any Rectification Requirements and of the Appeal process including providing access to third party Assessor approved by the AOA to verify the compliance with the Code at the Signatories expense.
- (d) In the event that a Signatory lodges an Appeal against a decision made by the Code Administrator, the Committee may determine whether any imposed sanctions should be suspended for the duration of the Appeal Process.
- (e) If the Code Administrator does not receive an explanation or an adequate explanation from the relevant Signatory with regard the breach or breaches within the stipulated period (but not less than fourteen (28) days), the Code Administrator may take any or all of the following actions:

- (i) Suspend the relevant Signatory from the rights and benefits of the Code for such period as it sees fit and advise the AOA CEO / Board who may publicise that suspension in any way that the Code Administrator sees fit. In that event the Code Administrator shall notify the Signatory in writing of the suspension.
- (ii) Expel the relevant Signatory and publicise that expulsion in any way that the AOA CEO/Board sees fit. In that event the Code Administrator shall notify the Signatory in writing of the expulsion.
- (iii) Recommend to the AOA CEO/Board to notify, and provide full details of, the suspension or expulsion as the case may be to, the Australian Competition and Consumer Commission (ACCC) and of the results of the tests carried out on the relevant Signatory's product and request that the ACCC investigate the same and consider taking action in relation to the conduct in question.
- (iv) Recommend to the AOA CEO/Board to notify and provide full details of, the suspension or expulsion as the case may be to, any other relevant Commonwealth, State or Territory agency and of the results of the tests carried out on the relevant Signatory's product and request that any breaches of the relevant legislation be investigated.
- (v) Recommend to the AOA CEO/Board to notify wholesalers, retail outlets, trading associations and any relevant organisations or third parties of the suspension or expulsion as the case may be and of the results of the tests carried out on the relevant Signatory's product.
- (f) Where any breach of the Code or failure to comply with a Rectification Requirement by a Signatory involves an alleged breach of a Commonwealth, State or Territory law, the AOA may institute in its name legal proceedings for damages, injunctive or other relief aimed at preventing further breaches by the relevant Signatory.
- (g) Once expelled, an Expelled Signatory following the specified period of expulsion (Section 5 – Eligibility to apply to be a Signatory (b)) may re-apply to be a Signatory of the Code. Such application will be on the same terms as any other application in accordance with the Code but in addition the following factors may be taken into account when determining whether or not the application is to be accepted:
  - The extent of any previous breach or breaches of the Code by the Applicant;
  - The flagrancy of such breaches;
  - Any changes made by the applicant to its culture, processes and practices during the period of any expulsion;
  - Any written undertaking given by the Applicant with respect to its future conduct and compliance with the requirements of the Code; and
  - Any other matter which the Code Administrator believes to be relevant.

## 27. Publicity Procedures

From time to time, the AOA may develop, initiate and maintain processes to develop awareness and understanding of the Code.

## 28. Signatory to Keep Employees and Agents Informed

Each Signatory shall give adequate instructions to and provide proper training to its employees, agents and related persons about its existence of the Code (and any amendments to it when they are made) and the requirements of it as they relate to the Signatory, its products and its business practices.

## 29. Review of the Code

- (a) The Code and its administration shall be reviewed and evaluated by the AOA, assisted by the Committee as required, but at least every three years.
- (b) The AOA may seek comments from interested parties regarding each review and evaluation of the Code, and on any proposed amendments, whether arising from the review and evaluation process or otherwise.

## 30. Notices

Any notice, request or notifications to be given under the Code may be sent electronically or by mail, or personal delivery to the registered address of the Signatory. Such communication shall be deemed to have been received:

- (a) In the case of a tracked electronic communications when a receipt notification is displayed;
- (b) in the case of mail, after two days from certified posting; and
- (c) in the case of personal delivery, when delivered.

## 31. Complaints

It is recognised that complaints may be made from time to time by Signatories to the Code, non-signatories, and by members of the public.

All enquiries or complaints regarding the operation of the Code should be addressed in writing to the Code Administrator at the address of the AOA.

All appeals against decisions made by the Code Administrator shall be referred to the Committee.

## 32. Appeals

A Signatory or applicant who is dissatisfied with a determination of the Code Administrator has the right to appeal that determination.

Such an appeal will be heard by the Committee in accordance with the appeal process set out in Appendix No. 1 - Appeal Process & Committee Operations.

### 33. Releases

From the date of becoming a Signatory to the Code each Signatory releases each of the following from all and any claims which that Signatory may have or claim to have arising out of the application of or administration of the Code or any other claim whatsoever howsoever arising:

- (a) The Code Administrator;
- (b) Each member of the Committee;
- (c) The AOA; and
- (d) Each director of the AOA



AUSTRALIAN OLIVE INDUSTRY  
CODE OF BEST PRACTICE MANUAL

# APPENDICES

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# Appeal Process & Committee Operations

APPENDIX No.

1

## 34. Appendix No. 1 – Appeal Process & Committee Operations

The Industry Appeals Committee (Appeals Committee) is appointed by the AOA Board of Directors to hear appeals in accordance with the requirements of the Code.

A Signatory, non-signatory or applicant who is dissatisfied with a determination from the Code Administrator is able to have their complaint heard by the Appeals Committee.

A Signatory should put their complaint in writing addressed to the Code Administrator.

The Code Administrator will forward the complaint through the AOA CEO to the Appeals Committee within seven days of receipt of the complaint.

The Appeals Committee shall receive, assess and make recommendations for appropriate action in relation to any appeal against a decision of the Code Administrator.

The Appeals Committee shall:

- (a) act fairly, in good faith and without bias;
- (b) ensure that evidence or information it uses in reaching a decision is made available to any appellant upon request but subject to clauses (e) and (f) below.
- (c) give any appellant the opportunity, subject to any time frames specified in the Code, to state its case adequately, and to respond to any relevant statement prejudicial to its case;
- (d) deal with the appeal expeditiously.
- (e) ensure that all information or evidence received by whatever method is treated as strictly confidential.
- (f) ensure that any person or organisation that provides evidence or information to the Appeals Committee, if so requested, has their details protected and not revealed to anyone who may be in a position to use that information against them. However if the appellant requests to know who has provided the information the Committee shall consider this request.

In arriving at any decision or exercising any discretion the Appeals Committee may take into account any previous conduct of the person subject of the complaint and any other matter or fact the Appeals Committee considers relevant.

The Appeals Committee shall provide a written acknowledgement for each written complaint by signatories to the Code, including the time and date that the matter is to be considered.

The Code Administrator shall cause records to be kept all complaints made by appellants and results thereof.

The Appeals Committee may:

- (a) uphold the Code Administrator's decision, or
- (b) recommend an alternative course of action to be taken by the Code Administrator.

# Certification Symbols

APPENDIX No.

2

## 35. Appendix No. 2 – Certification Symbols

A Certification Trade Mark (CTM) indicates to consumers that a product or service meets a particular standard – such as quality, manufacturing process or ingredients.

The Australian Competition and Consumer Commission (ACCC) approval is required before CTMs can be registered under the Trade Marks Act 1995.

The Code's Certification Symbols may be used only by signatories to the Code who have met all their obligations under the Code which includes payment of fees.

AOA vigorously defends its Intellectual Property (IP) including unauthorised use and misuse of its CTM's and will seek legal remedy where this occurs.

AOA's Trade Marks currently include:

### 2.1 Australian EVOO



**Note:** The *Certified Australian Extra Virgin™* symbol is to be used in conjunction with the symbol stating compliance with the Australian Standard for Olive Oil AS5264-2011®. This is achieved by having the Standards Australia symbol “AS5264-2011®” immediately under or in close proximity to the Certified Australian Extra Virgin™ symbol.

The symbol may be used on certified Australian EVOO in both the domestic and export markets.

The above Symbol is the industry's method of assuring the authenticity and quality of its products. It distinguishes quality certified Australian products from other products in local and international marketplaces.

It is imperative that these symbols be used consistently and only in accordance with the terms and conditions below.

The Code will underpin all marketing activities. These will include the promotion of the Certification Symbols as the benchmark of industry standards.

This is a Signatories “**seal of approval**”. It is an undertaking to consumers that products meet AS5265-2011 requirements for classification as EVOO, and that these products have earned the right to carry the industry’s certification symbol.

## **2.2 Imported Olive Oil:**

*Certified Imported Olive Oil AS 5264-2011™ Compliant. (2015)*



### **Australian Standard AS5264-2011® Compliant**

Approved Importers will be invited to apply this new logo together with the words “Australian Standard AS5264-2011® Compliant” to any properly labelled 100% olive oil product, including EVOO, VOO, Refined Olive Oil, and 100% olive oil blends that meet the classification requirements of the Australian Standard, and of the *OliveCare®* Product Guide for Olive Oil, Flavoured Olive Oil, and Products Made from Olive Oil.

## **2.3 Table Olives**



Code Signatories may apply this logo to correctly labelled 100% Australian table olive products, meeting the requirements of the Voluntary Standard for table Olives in Australia (RIRDC 2012 / Amended January 2020), and the *OliveCare®* Product Guide for table olives and table olive products.

## **2.4 Certified Australian Flavoured Olive Oil**



Code Signatories may apply these logos to correctly labelled 100% Australian flavoured olive oil product, including agrumato (co-processed) style and infused evoo or voo products sold in both domestic and export markets, and meeting requirements of the *OliveCare®* Product Guide for Olive Oil, Flavoured Olive Oil, and Products Made from Olive Oil.

## **2.5. Certified products made with Australian evoo**



Code Signatories may apply this logo to correctly labelled products made with Australian olive oil, including olive oil spreads and cosmetics eg soaps, sold in both domestic and export markets, and meeting the requirements of the *OliveCare®* Product Guide for Olive Oil, Flavoured Olive Oil, and Products Made from Olive Oil.

## **2.6 Misuse of Symbol(s)**

A registered trademark is legally enforceable and gives the AOA exclusive rights to commercially use, licence or sell it for the goods and services that it is registered under.

AOA Trademarks are a valuable asset and we have a legal obligation to protect our Trademarks and may sue for infringement if another person or company uses our Trademarks, or a similar trademark on the same or similar goods or services or who continues to unlawfully use the trademark in accordance with Section 11 (Effect of Withdrawal or Expulsion) and Section 14 (Trademarks).

A letter from a lawyer or patent attorney can be expected if the symbols are misused, applied to non-conforming product and the infringement is not rectified in a timely manner.

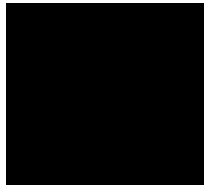
## **2.7 Terms and Conditions of Use of all Symbol(s)**

NOTE: only the EVOO Certification Symbol is illustrated below but the terms and conditions of use apply to all Certification Symbols.

1. The Certification Symbol may be used only on or in association with a product that has been certified as meeting the requirements of the Code. It may not be used on or in association with any other product of the signatory.
2. The Code Certification Symbol shall be used only in the form provided by the Australian Olive Association Ltd. The CMYK colour breakdown or PMS colour swatch depicted below shall be used for all printing and display purposes, unless otherwise approved by the Australian Olive Association Ltd.



C	27	R	103	PMS
M	0	G	119	5757
Y	95	B	24	
K	55			



C	0	R	0	PMS
M	0	G	0	BLACK
Y	0	B	0	
K	100			



C	0	R	255	PMS
M	7	G	231	127
Y	50	B	148	
K	0			

3. The Code Certification Symbols may be used in a two tone mono or black and white form, as shown below, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association Ltd is enhanced.

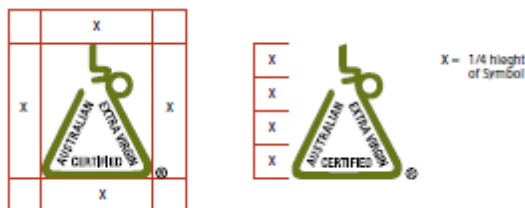


4. The Code Certification Symbol(s) may be used in a solid colour or reversed form as show on the left, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association is enhanced.

5. Modification of the Code Certification Symbol is not allowed. This includes: animation, colour changes, morphing, blurring, pixilation, font changes, elongation or any other form of distortion.
6. The Code Certification Symbol may be used only in advertising and marketing material or product identification dealing specifically and only with certified product.
7. When used in advertising and marketing material or on a large label, the Code Certification Symbol size should be increased to be prominent and easily seen, with a minimum of size 7% of a page unless otherwise approved by the Australian Olive Association Ltd.
8. The symbol shall not be used smaller than displayed below.



9. The Code Certification Symbol may not be used in any manner that might imply association with any product other than one certified under the Code or with any organisation other than the Australian Olive Association Ltd.
10. The Code Certification Symbol may not be used as a basis for any design that appears to mimic it or rely on it for impact or effect.
11. The Code Certification Symbol shall stand alone and not be combined with any other object, including other designs, images or graphics of any kind unless approved by the Australian Olive Association Ltd.
12. The Code Certification Symbol shall always be accompanied by the trademark symbol™
13. A minimum clearance space as indicated by the box surrounding the Code Certification Symbol below shall be maintained.





14. If the Code Certification Symbol is used on a label or any other advertising or marketing material similar in colour to The Code Certification Symbol background or border, the second or third option displayed below shall be used to ensure that the symbol is prominent.



15. The Code Certification Symbol shall be included only on the right hand top or bottom corner of a bottle label artwork and advertising or marketing materials unless the Australian Olive Association Ltd has approved otherwise.

16. If a sticker with the Code Certification Symbol is used it shall be affixed at or near the right hand top or bottom corner of a front label, or on the neck of an olive oil bottle.

17. A signatory may use a certificate or label provided by the Australian Olive Association Ltd with product qualifying for use of the Code Certification Symbol.

To purchase stickers for containers, including bottles, tins and casks or download artwork files, please visit the “Resources - Shop” menu on the Australian Olive Association Ltd website at: <https://australianolives.com.au/product-category/cop-pos-material> or email the secretariat on [secretariat@australianolives.com.au](mailto:secretariat@australianolives.com.au)

For any other questions or concerns regarding the application of these terms and conditions, please contact the Code Administrator at [olivecare@australianolives.com.au](mailto:olivecare@australianolives.com.au)

# Australian Extra Virgin Logo

APPENDIX No.

3

## 36. Appendix No. 3 – Australian Extra Virgin Logo

### 3.1 WELCOME TO A NEW BRAND, YOUR BRAND.

**AUSTRALIAN** L  
**EXTR** VIRGIN®

Or incorporating the word “Certified”

 **AUSTRALIAN** L  
**EXTR** VIRGIN®  
*Certified*

This Australian Extra Virgin logo may be used by signatories to the Code who have met all their obligations under the Code.

As intended with most logos, this Australian Extra Virgin Logo is a consumer brand identity for the Australian Olive Association Ltd.

The Australian Extra Virgin Logo is very important for signifying commitment by its members to producing authentic and quality olive products.

It is designed to distinguish Australian Extra Virgin products from all other olive products in local and international marketplaces.

It is imperative that it be used consistently and only in accordance with these terms and conditions.

Australian Extra Virgin olive oil is a new name and a proud name.

In order to protect it from misuse, we have written these conditions to help you use the name, the logo, and the registered trademark symbol in such a way as to both protect and promote the potential of the industry’s highest standards.

Think of it as a seal of approval for your own brand name.

We have designed the name, logo and trademark to be a stand-alone brand asset.

The font and colour, size and shapes of these elements are as important as the new brand name itself. They must always be used according to the following requirements.

As the new name and logo become more recognised as the symbol of Australia's best both here and overseas, we are confident you will see the benefits of being a partner in making a new name a Brand name.

### 3.2 FRESHNESS TESTING.



The 'Freshness Tested' version of the logo may be used where product Best Before Dates (BBDs) have been objectively established using 'Freshness Testing' parameters.

Potential BBD is best determined from the lowest value derived from the following 3 estimations: **Rancimat® (Induction time), PPP and DAG testing:**

- Hours of induction time (IND) at 110°C x 1 = expected shelf life (in months)
- (17.0% - PPPs) / 0.6% = expected shelf life (in months)
- (DAGs - 35.0%) / \*FFA factor = expected shelf life (in months)

\*FFA factor = 1.7% (if FFA < 0.4%); 2.1% (if 0.4% < FFA < 0.6%); or 2.5% (if FFA > 0.6%)

*Meaning for an EVOO product to have a potential shelf life of 20 at least months require:*

*IND >20 hrs, PPPs <5%, DAGs >70%*

*Example: Oil "Sample 1" was analysed prior to being bottled and showed the following analytical results:*

IND (@ 110°C): 23 hours

PPPs: 1.7%

DAGs: 82.5%

FFA: 0.28%

Applying the above formula we would have the following analysis:

IND: (23 x 1) = 23 predicted **23** months

PPPs: (17.0% - 1.7%)/0.6% = 25.5 predicted 25.5 months

DAGs: (63.0%-35.0%)/1.7% = 28 predicted **28** months.

In this example the Induction Time (IND) prediction is the lowest figure, therefore this oil should have an expected shelf life of **23** months from the date of testing (providing the oil is stored under optimal conditions).

**Note:** Under the Australian Standard, the stated BBD on the label may not exceed 2 years – however an oil with a potential shelf life of say 36 months could be bottled after 12 months and still carry a label stating a BBD of 2 years.

### 3.3 Terms and conditions of use

1. The Australian Extra Virgin Logo may be used only in association with the signatory's olive industry business. It may not be used in association with any other business of the signatory.
2. The Australian Extra Virgin Logo may be used only in the form provided by the Australian Olive Association Ltd. The CMYK colour breakdown or PMS colour swatch depicted below shall be used for all printing and display purposes except as otherwise provided in these terms and conditions.



C 27	R 103	PMS
M 0	G 119	5757
Y 95	B 24	
K 55		



30% of the green to be used when logo is reversed.



C 0	R 0	PMS
M 0	G 0	Black
Y 0	B 0	
K 100		

3. The Australian Extra Virgin Logo may be used in a two tone mono or black and white form, as shown below, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association Ltd is enhanced.

- 3a. The Australian Extra Virgin Logo may be used in a solid colour or reversed form, as shown below, only where use of the specified colours is not practicable and where the reputation of the signatory and the Australian Olive Association is enhanced.

The logo may not be used on a photographic background without the approval of the Australian Olive Association Ltd.



4. Modification of the Australian Extra Virgin Logo is not allowed. This includes: animation, morphing, blurring, pixilation, colour changes, font changes, elongation or any other form of distortion.
5. The Australian Extra Virgin Logo may be used in documentation, advertising or marketing material dealing specifically with the signatory's olive industry business.
6. The Australian Extra Virgin Logo size may be increased or decreased so that it is a prominent and easily seen part of the advertising or marketing material. It shall not be smaller than depicted below.



7. The Australian Extra Virgin Logo may not be used in any manner that might imply association with any industry other than the olive industry or with any organisation other than the Australian Olive Association Ltd.
8. The Australian Extra Virgin Logo may not be used as a basis for any design that appears to mimic it or rely on it for impact or effect.
9. The Australian Extra Virgin Logo shall stand alone and not be combined with any other object, including other designs, images or graphics of any kind unless approved by the Australian Olive Association Ltd.

10. As shown below, the Australian Extra Virgin Logo shall always be accompanied by the registered trademark symbol ® and in the position shown.



11. A minimum clearance as indicated by the box surrounding the Australian Extra Virgin Logo below must be maintained, and remain proportional to its size when increased or decreased.



12. If the Australian Extra Virgin Logo is used on any material or document similar in colour to the Australian Extra Virgin Logo, a box should be placed around the Australian Extra Virgin Logo to ensure that it has prominence and the background colour remains the same. See point 11 for the size and spacing relationship of the box to the logo.
13. The Australian Extra Virgin Logo shall be included in the right hand top or bottom corner of all documents and advertising or marketing material unless otherwise approved by the Australian Olive Association Ltd.
14. The Australian Extra Virgin Logo may not be used in any manner that might imply that a specific product has been certified as meeting the requirements of the Code.
15. The Australian Extra Virgin Logo may be used in conjunction with the Code Certification Symbol on documents or advertising and marketing materials, provided that the proportions and placement of the logos are represented as displayed below.



16. Wherever the Australian Extra Virgin Logo is printed, the font **Futura Light** must be used for all copy and headlines. If this is not possible, typeface **Helvetica Neue Light** may be used. Where these fonts are not available **Arial** may be used.

Other font weights (e.g. Bold, Medium, Regular etc.) may be used where necessary.

# Importer Certification

APPENDIX No.

4

## 37. Appendix N°. 4 – Importer Certification

### 4.1 Certified Imported Olive Oil AS 5264-2011™ Compliant.



#### **Australian Standard AS5264-2011® Compliant**

Approved Importers will be invited to apply this Certification Trade Mark logo to any correctly labelled 100% olive oil product, including EVOO, VOO, Refined Olive Oil, and 100% olive oil blends that meet the requirements of the Australian Standard:

AOA Category A and B Members who are *OliveCare®* Signatories who are also importers of olive oil are eligible to make application to participate in this program, subject to the payment of the appropriate fees per certified brand owned and controlled by the Signatory.

Appropriate use of the logo will be underpinned by random market survey testing of olive oil for sale in the Australian market place to ensure product and label compliance with AS5264-2011®.

Approved Signatories must also:

- Maintain financial membership of the AOA.
- Consistently meet the requirements of the Australian Standard for Olive Oils and Olive Pomace-Oils AS5264-2011®.
- Regularly provide the *OliveCare®* Administrator with chemical and organoleptic test reports for each batch of olive oil, together with a scanned copy of the labels from each batch of certified olive oil.

AOA requires Signatories to provide as a minimum, evidence of testing of certified imported product for the parameters as set out in the Product Guide for olive oil.

AOA will issue Certificates of Authenticity based on product test data authorising the product to carry the certification trade mark.

**END**