

Applicant Number

## Application Form for Farm Dairy Effluent System Design Accreditation

Organisation name: (As to appear on certificate)	
Number of certificates requested (a cost of \$10 applies for each additional certificate):	
Contact name for service:	
Physical address:	
Postal address:	
Post code:	
Email address:	
Business telephone number:	
Cell phone number:	

Application Checklist, have you.....	Yes
Completed the Application Form with the signed Accreditation Agreement	
Completed the Designs and Quality Assurance Checklists with references to your submitted Designs and Quality Assurance system	
Submitted full details of TWO separate farm effluent designs	
Submitted a detailed report of you Quality Assurance System	
Enclosed your application fee payment	

## APPLICATION FOR 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”)

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### *Terms and Conditions*

#### **1 Accreditation**

- 1.1 The Applicant is applying to the APM for accreditation under procedures set by the FDES Advisory Group and administered by the APM.
- 1.2 By applying for 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 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 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 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**

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 Privacy**

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:

- a database can be established and held at the APM's office;
- 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](http://www.effluentaccreditation.co.nz) ("the website").
- 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.

b) 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.

6.2 This Agreement is governed by the laws of New Zealand and the parties agree to submit to the jurisdiction of the New Zealand courts.

6.3 This Agreement may only be varied by agreement in writing between the parties.

6.4 "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).

6.5 "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

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INZ Accreditation Limited

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Schedule 1**

Section 1: Farm Dairy Effluent Design Accredited Register

Section 2: Licence to use Programme logo and name

Section 3: Obligations as an Accredited Organisation

Section 4: Complaints and Disciplinary Procedure

Section 5: Accreditation Application and Renewal Fees

### **Section 1: Farm Dairy Effluent Design Accredited Register**

- 1 A website detailing the Programme has been established and is being maintained as a reference site (please see <http://effluentaccreditation.co.nz/>).
- 2 Contact details of all Accredited Organisations will be listed on the website in a Farm Dairy Effluent Design Accredited Register (the *Register*) and the Register shall be maintained by the APM. It shall be the responsibility of each Accredited Organisation to provide up to date contact details.
- 3 Contact details included in the Register shall be:
  - Name
  - Address(es)
  - Region(s)
  - Contact Person
  - Telephone number
  - Email address
  - Website
  - Company logo
- 4 You acknowledge that other Accredited Organisations or third party organisations may provide links to this information.

**Section 2: Licence to use Programme logo and name**

- 1 Upon obtaining accreditation, you will be granted permission to use the Programme logo and name "Farm Dairy Effluent Design Accredited" on the following terms and conditions of use. These have been implemented to protect and enhance the identity, integrity, and credibility of the Programme.
- 2 You agree and acknowledge that all intellectual property rights in the Programme and the Programme logo, name and design is the sole and absolute property of INZ Incorporated.
- 3 You agree and acknowledge that your right to use the Programme logo, name, and design will immediately terminate if the APM or INZ Incorporated gives you notice that it no longer considers the Programme viable. This clause confers a benefit on INZ Incorporated and is enforceable by it in accordance with the Contracts (Privity) Act 1982.
- 4 The Programme logo and name shall not be used by suspended, lapsed, revoked or cancelled Accredited Organisations, or any other person or company.
- 5 You may only reproduce the Programme logo in accordance with the style guidelines and specifications provided by the APM from time to time (a current copy of which is available at <http://effluentaccreditation.co.nz/programme/guidelines-for-use-of-logo-name/>).
- 6 The Programme logo and name may be used to promote business and be used in articles, magazines, brochures, publications, websites, etc. Such use must not be detrimental to the interests of the Programme (as determined by the APM in its sole discretion).
- 7 You shall pay the application fee and renewal fee (if applicable) as referred to in Section 5, Schedule 1.
- 8 An Accredited Organisation whose accreditation is terminated shall discontinue the use of the logo and name and remove the logo and name from all documents including websites, official promotional brochures, and company letterhead within five working days of notice of termination.
- 9 Accredited Organisations that breach these rules may have all rights of accreditation and brand use revoked indefinitely.
- 10 The APM shall have full power to interpret the provisions of the Programme logo and name rules of use and such decision shall be final.



### Section 3: Obligations as an Accredited Organisation

- 1 An Accredited Organisation shall design fit for purpose nutrient systems for clients in accordance with the Design Code of Practice for Piped Irrigation Systems in New Zealand and the Design Standards for Piped Irrigation Systems in New Zealand (copies of which is available from the website of INZ Incorporated).
- 2 An Accredited Organisation warrants that for each design provided to a client it will use systems and processes that comply with the Design Code of Practice for FDE Systems in New Zealand and the Design Standards for FDE Systems in New Zealand on which its accreditation status was conferred.
- 3 An Accredited Organisation shall ensure that potential clients are made aware that accreditation relates solely to irrigation design and that for a system to operate well, at least, satisfactory installation and on-going operation and maintenance are equally important.
- 4 The following written disclaimer (or any alternative written disclaimer notified by the APM to an Accredited organisation from time to time) must be included in client proposals and contracts where accreditation status is noted or implied):

“ \_\_\_\_\_ (the *Designer*) was recognised as a Farm Dairy Effluent Design Accredited Organisation after being independently assessed on (*insert date of accreditation*) as having systems and processes in place to ensure effluent systems are designed in accordance with the Design Code of Practice for FDE Systems in New Zealand and the Design Standards for FDE Systems in New Zealand.

To the maximum extent permitted by law, the Accreditation Programme Manager (being INZ Accreditation Limited) (the *APM*) and the members for the time being and from time to time of the FDE Accreditation Programme Assessment Panel, Irrigation New Zealand Incorporated and the directors, agents, employees or contractors of all or any of the above shall not be liable (whether in contract, tort (including negligence), at common law, in equity, or under any statute, regulation, by-law or otherwise) to any person (including, without limitation, any client or customer of the Designer) (the *Claimant*) for any loss (including indirect and consequential loss), damage, claim, proceedings or costs suffered or incurred by the Claimant directly or indirectly arising from or as a result of:

1. any act or omission of the Designer; or
2. any reliance by the Claimant on the Designer's accreditation; or
3. non-compliance of any FDE system designed by the Designer with the specifications for that system, the Design Code of Practice for FDE Systems in New Zealand and the Design Standards for FDE in New Zealand, the requirements of any territorial authority, regional council or other authority having jurisdiction or any required resource consent; or
4. any act or omission of the APM or the members for the time being and from time to time of the FDE Design Accreditation Programme Assessment Panel including in respect of any complaint received or investigated by the APM.

Each client or customer of the Designer agrees that the above exclusion of liability clause confers a benefit on those entities or persons listed above and is enforceable by each of them in accordance with the Contracts (Privity) Act 1982.”

- 5 Any Applicant not approved for accreditation shall be notified and reasons for rejection of the application shall be provided in writing. The APM's decision is final and binding; however the unsuccessful Applicant shall be offered the opportunity to resubmit an amended application addressing the noted deficiencies. The amended application shall be treated as, and processed according to timeframes of, a new application. A further full application fee shall apply.

## **Section 4: Complaints and Disciplinary Procedure**

The Programme has put in place the following Complaints and Disciplinary Procedure to provide a process by which clients of Accredited Organisations and the public may lodge a complaint about the performance of an Accredited Organisation. Only complaints relating to issues arising after the date on which the accreditation was first awarded will be accepted.

The Applicant agrees to this process as a condition of becoming an Accredited Organisation.

### **Complaints and Disciplinary Procedure Farm Dairy Effluent Design Accreditation Programme**

#### **1. Definitions**

In the interpretation of these procedures unless the context requires otherwise:

*Accredited Organisation* means a Farm Dairy Effluent Design Accredited Organisation.

*Complainant* means the individual raising a complaint or initiating an investigation.

*Disciplinary Committee* means the Committee delegated powers by the APM to investigate and determine any complaint under these disciplinary procedures.

the *APM* means INZ Accreditation Limited as the Accreditation Programme Manager.

*Programme* means the Farm Dairy Effluent Design Accredited Programme.

*Respondent* means the Accredited Organisation who is the subject of a complaint or investigation pursuant to this disciplinary procedure.

#### **2. Introduction**

- 2.1. INZ Accreditation and the Programme are committed to the highest possible standards of professional conduct for Accredited Organisations.
- 2.2. This Complaints and Disciplinary Procedure has been adopted to ensure that the public and Accredited Organisations are aware of the process for making a complaint and the disciplinary procedure that will apply.

#### **3. Complaints**

- 3.1. Any person may complain to the APM about the conduct of an Accredited Organisation.
- 3.2. The complaint must be made in writing and include the Accredited Organisation to which the complaint refers, the nature of the complaint and any other supporting evidence justifying the complaint.
- 3.3. Complaints covered by this procedure may include, but are not limited to, an Accredited Organisation:
  - (a) not following the Design Code of Practice for FDE Systems in New Zealand and the Design Standards for FDE Systems in New Zealand;
  - (b) not following Regional Council compliance requirements;
  - (c) not keeping evidence to defend best practice advice;
  - (d) obtaining accreditation by improper means;

- (e) becoming unable to pay his or her debts or becomes bankrupt, insolvent or enters into a scheme or arrangement with creditors, or ceases or threatens to cease to carry on all or a material part of his or her business, or has a receiver appointed in respect of any or all of his or her assets; or
  - (f) bringing the Programme into disrepute.
- 3.4. The APM may enquire into any matter on its own motion if it has reasonable grounds to suspect that an Accredited Organisation is guilty of any breach of the Programme.
- 3.5. Upon receipt of a complaint, the APM will:
- (a) acknowledge receipt of the complaint to the Complainant;
  - (b) provide a copy of the complaint to the Respondent and invite the Respondent to respond in writing within ten working days; and
  - (c) begin an initial investigation within ten working days and either refer the complaint to a Disciplinary Committee or suspend or dismiss the complaint on one of the following grounds:
    - (i) the subject matter of the complaint is not deemed worthy of further investigation;
    - (ii) the conduct complained of is not within the jurisdiction of the APM to consider;
    - (iii) the complaint is the subject of an investigation by the Police or another body; or
    - (iv) an investigation of the complaint is no longer practicable or desirable given the time elapsed since the matter giving rise to the complaint arose.
- 3.6. The APM may also suspend a complaint if the APM considers it appropriate to offer the Complainant and Respondent the opportunity to explore an alternative dispute resolution process. If the matter is not resolved by any alternative dispute resolution process either party may refer the matter back to the APM for a decision on the initial investigation.
- 3.7. In the event the APM deems it necessary (in its sole discretion) the APM may suspend the Respondent's accreditation immediately at any time pending the final decision in respect of the complaint.
- 3.8. In carrying out the initial investigation, the APM shall have regard to the written complaint, any written response received from the Respondent, and any other matter it thinks fit.
- 3.9. The APM must within ten working days from the initial investigation:
- (a) notify the Complainant and the Respondent of the result of the initial investigation; and
  - (b) if the APM determines that the complaint should be referred to a Disciplinary Committee, appoint a Disciplinary Committee.
- 3.10. The decision of the APM as a result of an initial investigation is full and final.
- 3.11. In the event that a complaint is made by or against a particular member of the APM that particular member of the APM will not participate in the disciplinary process.

#### 4. **Disciplinary Committee**

- 4.1. The Disciplinary Committee shall consist of three members including a chairperson who will serve as chair of the Disciplinary Committee. The APM will be responsible for selecting the members of the Disciplinary Committee.
- 4.2. The Complainant and Respondent will be consulted on the proposed members of the Disciplinary Committee and will have the opportunity to raise any objection on reasonable grounds to any member of the Disciplinary Committee prior to the APM making a final decision as to the composition of the Disciplinary Committee.
- 4.3. The Disciplinary Committee shall convene within ten working days from the date which the APM referred the complaint to the Disciplinary Committee.
- 4.4. The function and role of the Disciplinary Committee is:
  - (a) to consider, investigate and determine complaints brought before the Disciplinary Committee by ascertaining the facts; and
  - (b) make a recommendation to the APM as to the outcome of its determination including, if a complaint is established, a recommendation as to an appropriate sanction.
- 4.5. The Disciplinary Committee will notify the parties in advance of the procedure to be followed and the Disciplinary Committee's determination of procedure shall be final and binding on the parties.
- 4.6. The Disciplinary Committee may contact whoever it considers appropriate and gather any additional information it deems necessary.
- 4.7. The Disciplinary Committee recommended sanction may include but is not limited to one or more of the following:
  - (a) censure the Respondent in one of the following ways:
    - (i) require the Respondent to receive mandatory training in a specific area by a specific deadline;
    - (ii) require the Respondent to correct or remedy the complaint or the system leading to it;
  - (b) cancel the Respondent's membership of the Programme and order the name of the Respondent to be removed from the Programme accreditation register;
  - (c) order the Respondent pay any costs and expenses of, and incidental to the investigation.
- 4.8. The Disciplinary Committee may, in its absolute discretion, determine the procedure to be followed.
- 4.9. The Disciplinary Committee shall perform its function and role as set out above within twenty working days from the date the Disciplinary Committee convened.
5. **Disciplinary Hearing**
- 5.1. The Disciplinary Committee may conduct a disciplinary hearing if it considers it appropriate to do so.
- 5.2. Any disciplinary hearing will be conducted in private. The Complainant and Respondent may bring any appropriate representative or support person they wish to the disciplinary hearing.

- 5.3. A representative of the Programme may attend the disciplinary hearing and prepare a summary of the hearing in note form to be retained as part of the record of the hearing.
- 5.4. The hearing may be held either by teleconference, video conference, in person or by a combination of such means, taking into account the wishes of the parties, but at the ultimate discretion of the Disciplinary Committee.
- 5.5. The decision of the Disciplinary Committee will be determined by majority in the case of any dissent, and the decision as well as the reason for the decision will be recorded in writing. This decision will serve as the recommendation referred to the APM.
- 5.6. The Disciplinary Committee may, in its absolute discretion, determine the procedure required for the purpose of the hearing.
- 5.7. In the event the Disciplinary Committee conducts a disciplinary hearing the Disciplinary Committee shall perform its function and role as set out above within thirty working days from the date the Disciplinary Committee convened.
- 5.8. The Disciplinary Committee shall also provide a copy of its recommendation to the APM, the Complainant and the Respondent.

## **6. Consideration by the APM of the Disciplinary Committee recommendation**

- 6.1. The APM shall receive the Disciplinary Committee's recommendation following the process set out in clauses 4 and/or 5 above and prepare a proposed resolution determining the complaint and the appropriate sanction, if any within ten working days.
- 6.2. The proposed resolution shall be sent to the Complainant and Respondent within ten working days of it being available. The Complainant and Respondent will, at the same time, be notified of the meeting of the APM at which the resolution may be passed and informed of their right to be heard at the meeting (either orally or in writing) to provide any explanation or defence he or she may think fit.
- 6.3. The APM will notify the Complainant and Respondent in writing of any resolution passed and reserves the right to publish to its Accredited Organisations and the public any such resolution, including the name of the Respondent if the APM considers it appropriate.
- 6.4. The decision of the APM is full and final.

## **7. General**

- 7.1. A Respondents whose accreditation is terminated may reapply for accreditation but accreditation will not be granted unless sufficient evidence, satisfactory to the APM (in its sole discretion), is provided to demonstrate that processes have been put in place to rectify the deficiencies identified in the compliant.
- 7.2. A Respondent whose accreditation is terminated on two occasions within a four year timeframe will not be granted accreditation for a period of two years.
- 7.3. The APM and the Disciplinary Committee shall not be responsible for any cost, expense, loss (whether direct, indirect or consequential) that the Respondent may incur or suffer in connection with this Complaints and Disciplinary Procedure.
- 7.4. Unless otherwise ordered by the Disciplinary Committee all parties to the investigation shall bear their own costs.
- 7.5. INZ Accreditation indemnifies each member of the Disciplinary Committee against any claim or liability that may arise out of his or her acting honestly and in good faith as a member of the Disciplinary Committee.

**Section 5: Accreditation Application and Renewal Fees**

- 1 The Programme application fee and renewal fee shall accompany the application documentation or renewal application and be made payable to the APM (INZ Accreditation Limited).
- 2 Failure to make payment of the application fee or renewal fee with the initial application or renewal application shall constitute default and without prejudice to any rights and remedies of the APM, the Applicant shall pay penalty interest on such amount at the rate of 1.5% a month. Such interest shall be payable upon demand and shall accrue on a daily basis from the due date of payment.
- 3 An electronic invoice will be issued upon receipt of an application for accreditation or renewal. Assessment for Accredited Organisation status is subject to full payment of this invoice.