

**Christian Certification Authority Rules for the use of CCA
Certification Mark**




Version 1.1

Date: 25th April 2019

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For issue by Christian Certification Authority Pty Ltd ABN 48 603 072 073 of
Certificates for the use of its certification Trade Mark No.1991912

1. INTERPRETATION

- 1.1. For the purpose of these Rules, unless these Rules otherwise provide, all powers to be exercised by CCA may be exercised by the Chairman of the CCA (or his nominee).
- 1.2. A reference to a person includes the person's successors and permitted assigns. A reference to a person who holds an office includes (as the case requires) the person who holds:
 - 1.2.1. a corresponding office in another jurisdiction; or
 - 1.2.2. an office that replaces the nominated office from time to time.
- 1.3. A word which denotes:
 - 1.3.1. the singular denotes the plural and vice versa;
 - 1.3.2. any gender denotes the other gender; and
 - 1.3.3. a person includes an individual, a body corporate and a government.
- 1.4. A reference to a rule or an annexure is a reference to a rule of or an annexure to these Rules.
- 1.5. A reference to any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.
- 1.6. A reference to writing includes any electronic communication that can be read and or printed in the English language.

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2. DEFINITIONS

2.1. In these Rules the following definitions will apply, unless the context otherwise requires:

Audit means the systematic examination to verify that a Licensee is acting in accordance with these Rules, this may be conducted as On-site Audits and/or Desktop Audits.

Auditor means a person allocated by CCA to conduct Audits.

Authorised Representative means a person authorised to act on behalf of CCA.

Authorised User means an individual or body who is a Licensee who has been granted a Licence to use the Mark.

Authority means any government, governmental, administrative or judicial body, department, commission, authority or other entity;

CCA means the Christian Certification Authority Pty Ltd ABN 48 603 072 073.


CCA Website refers to the website located at the domain www.ccaustralia.com

Certificate means any Certificate issued or renewed by CCA in accordance with these Rules.

Certification means the issuing of a certificate to a Licensee that is operating in accordance with the requirements of the Rules and has implemented required on-farm and in house practices and keep record keeping systems to meet these Rules.

Certification Body means an organisation or organisations approved by CCA to conduct Audits against these Rules and issue certificates indicating conformance. Eg: include external bodies within the food industries competent of examining and verifying process within CCA guidelines supplied.

Desktop Audit means the examination of a Licensee's records that may be conducted at a Licensee's premises or otherwise.

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Eligible Good or Service means a product or service produced or supplied in a manner which complies with these Rules that an Authorised User is Certified to use the CTMark as are specified in Schedule D of the Licence on or for.

Ineligible Good or Service means a product or service that a Licensee has not become Certified to use the Mark on or for in accordance with these Rules.

Initial On-site Audit means the On-site Audit first conducted in order for a Licensee to obtain Certification.

Licence means the grant by CCA to a Licensee of the right to use the Mark in accordance with the terms and conditions of the document and these Rules the entering of which evidences that the Licensee is an Authorised User.

Licensee is a person that has or has applied to become an Authorised User.

Licensee Compliance Declaration means an approved declaration signed by Licensees that declares they comply with the requirements of these Rules.


Mark means the certification trade mark set out in Annexure 1, and the appellation “Christian Certified”, “Certified” logo.

Non-Licensee means a Licensee who has not attained Certification in accordance with these Rules.

On-site Audit means an Audit conducted at a Site.

Registered Licensee means a Licensee that has registered with CCA but has not yet achieved Certification.

Rules means these Rules being the Christian Certification Authority Rules for the Use of the CCA Certification Mark being the requirements, terms and conditions contained in this document that govern the certification of Licensees under the Rules.

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Show Cause Notice means a notice issued in accordance with rule 23.2.

3. APPLICATION OF RULES

3.1. The Licensee acknowledges that:

- 3.1.1. The CCA or its nominated representative administers the Rules (CCA);
- 3.1.2. these Rules evidence a binding legal agreement between the Licensee and CCA; and
- 3.1.3. any reference to rights or obligations under these Rules, includes rights and obligations of CCA.

4. REFERENCE MATERIAL


4.1. Licensee must at all times make the following documents available for reference by relevant personnel:

- 4.1.1. these Rules;
- 4.1.2. the Licensee Compliance Declaration; and
- 4.1.3. all other documents which CCA requires must be made available for reference. This can include verification that all services applied are up to date for specific year.

5. MANAGEMENT RESPONSIBILITY

5.1. Each Licensee must:

- 5.1.1. Ensure that it complies with these Rules;
- 5.1.2. permit an Auditor to Audit its management systems including records, facilities and other relevant information pertaining to these Rules;
- 5.1.3. provide CCA or its Authorised Representative/s with access to premises occupied by the Licensee at times reasonably required


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by CCA, or its Authorised Representative/s, for the purposes of reviewing the Licensee's conformance with these Rules;

- 5.1.4. generally, co-operate with an Auditor by providing any necessary resources and assistance as required by an Auditor to properly perform an Audit;
- 5.1.5. pay all fees payable in connection with these Rules; including but not limited to fees payable to CCA, its Authorised Representative/s, Certification Bodies and Auditors;
- 5.1.6. train staff in the requirements of these Rules;
- 5.1.7. ensure that all records required by CCA are maintained; and
- 5.1.8. ensure that action is promptly taken to remedy any non-conformances which are identified.

6. AUDITORS AND CERTIFICATION BODIES

- 6.1. Licensees may only utilise the auditing and certification services of CCA or Certification Bodies that have been appointed by CCA.
- 6.2. A list of any approved Certification Bodies will be available on the CCA Websites www.ccaaustralia.com and www.christiancertifiedproducts.com.au and the selection of a Certification Body is at the discretion of the Licensee who will be required to enter into a contract with their chosen Certification Body. Until CCA approves any Certification Bodies, CCA will be the sole auditing authority.
- 6.3. A Licensee must notify CCA of their nominated Certification Body prior to an on-site audit. Should a Licensee Change Certification Bodies, then the Licensee must notify CCA within fourteen (14) days of such change but prior to an on-site audit.
- 6.4. A Licensee may not change Certification Body while unresolved non-conformances are in place unless otherwise approved by CCA.
- 6.5. The Certification Body will appoint an Auditor to the Licensee who may or may not be the same Auditor for every Audit.

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- 6.6. The Licensee is responsible for paying all fees and charges identified through invoicing or other such advice and further described in rule 7.

7. FEES

- 7.1. Each Licensee wishing to apply for Certification will be required to pay a non-refundable administration fee per Site, the price of which is determined by CCA;
- 7.2. Each Licensee wishing to maintain certification will be required to pay a non-refundable annual License fee per Site, the price of which is determined by CCA. This fee may be collected by CCA or the Licensees approved Certification Body and then remitted to CCA.
- 7.3. All application fees, annual License fees and auditing costs will be borne solely by the Licensee wishing to obtain or maintain Certification.
- 7.4. All application fees, annual License fees and auditing costs will be set by CCA.
- 7.5. All fees and charges are due within the terms identified through invoicing or other such advice. Failure to pay such fees and charges when due may result in the revoking of the certification status.
- 7.6. All fees and charges, excluding audit and certification fees, are determined by CCA and subject to change, Licensees will be notified of any changes by CCA.
- 7.7. Goods and Services Tax (GST) will be payable on all applicable fees and charges.

8. APPLICATION FOR CERTIFICATION


- 8.1. Each Licensee wishing to obtain a license to become an Authorised User of the Mark at one (1) or more Sites must provide all information required by CCA for this purpose.
- 8.2. A Licensee may be granted Certification by CCA for each nominated Site upon completion of the required application procedures:

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- 8.2.1. A Licensee must apply for Certification online using the CCA Website.
- 8.2.2. A Licensee will be required to pay online a non-refundable application fee per Site in order to complete the application process.
- 8.2.3. Once registered, a Licensee must complete a Rules Pre-Audit Application and provide to CCA OR one or all of the Certification Bodies.
- 8.2.4. A Licensee must have an On-site Audit undertaken by an Auditor assigned to them by CCA OR an approved Certification Body.
- 8.2.5. A Licensee who has not registered using the process outlined in rule 8.2.1 and 8.2.2 may not have an On-site Audit undertaken until these requirements have been met and cannot be awarded certification until such processes have been followed.

9. GRANTING OF INITIAL CERTIFICATION

- 9.1. A Licensee will be issued a certificate of conformance only after:
 - 9.1.1. an On-site Audit has been completed; and or a formal acceptance of the rules being competently met has been accepted by CCA.
 - 9.1.2. all major or critical non-conformances identified during the On-Site Audit have been closed out; or
 - 9.1.3. of any outstanding minor non-conformances over a timeframe that is acceptable to CCA.
- 9.2. An agreed management plan may be used to manage a major or critical non-conformances to minor non-conformances in order to progress initial certification. In such cases, CCA, may request further evidence at agreed timeframes to ensure the management plan has been enacted.

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10. CONTINUATION OF CERTIFICATION AS AN AUTHORISED USER


- 10.1. To maintain the right to be an Authorised User, a Licensee must ensure that for each Site:
- 10.1.1. all records relating to these Rules are maintained;
 - 10.1.2. they comply with these Rules, any other requirements of CCA in connection with Rules;
 - 10.1.3. the annual administration fee is paid as due for every certified Site and or products;
 - 10.1.4. an On-site Audit is undertaken annually, within 12 months commencing from the date of the Initial On-site Audit; and
 - 10.1.5. all major and critical non-conformances identified during an Audit are closed out and an appropriate management plan is in place to ensure the close out of minor non-conformances over a timeframe that is acceptable to CCA.
- 10.2. Major and critical non-conformances may not be closed out through a management plan for continuing the right to be an Authorised User.

11. ANNUAL LICENSE PERIOD

- 11.1. While the audit timeframe required under these Rules is annual, the period covered by certification is up to 13 months in order to allow major corrective action requests to be complied with, hence:
- 11.1.1. The audit due anniversary falls on the first of the month in which Certification was granted.
 - 11.1.2. Certification expiry falls on the last day of the month in which the License is granted.

12. USE OF THE MARK


- 12.1. The Christian Certified Mark and the appellation "Christian Certified" and or "Certified" may only be used in connection with Eligible Goods or Services.

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- 12.2. An Authorised User of the Mark may use the Mark to denote their status as a Christian Certified producer or supplier as the case may be in respect of Eligible Goods or Services.
- 12.3. An Authorised User may not use the Mark in relation to products or services that are Ineligible Goods or Services.
- 12.4. The Mark may only be used to designate quality, accuracy, suitability or other characteristics of production or supply, including origin and method of production or manner and nature of supply.
- 12.5. An Authorised User may only use the Mark as represented in Annexure 1 and only in accordance with any Usage Guidelines for the Christian Certified Mark provided in Annexure 2.
- 12.6. An Authorised User may only identify the Mark as a certification trade mark.
- 12.7. If an Authorised User:
 - 12.7.1. voluntarily ceases to utilize its right to use the Mark; or
 - 12.7.2. has its Certification suspended, revoked or withdrawn by CCA; or
 - 12.7.3. fails to maintain Certification through the process referred to in rule 10.1 in respect of one (1) or more Sites, the Authorised User must immediately stop using the Mark for those Sites.

13. NOTIFICATION OF CHANGE

- 13.1. An Authorised User must notify CCA if it:
 - 13.1.1. Ceases to be the legal occupier of a Site which was nominated in its original application or any renewal of its License; or
 - 13.1.2. receives notification in writing from a relevant authority that its Site has been changed.
- 13.2. Notification must be provided to CCA within 28 days of the change occurring.


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14. AUDITS

- 14.1. The type and frequency of audits is set by CCA. Auditing frequency and method may be subject to change at CCA's discretion and may include random and/or unannounced Audits.
- 14.2. To obtain Certification, a Licensee must have an initial On-site Audit conducted prior to Certification being awarded.
- 14.3. To maintain Certification, a Licensee must have an On-site Audit conducted every 12 months from the date of the previous On-site Audit.
- 14.4. On-site Audits may be conducted in the manner described in rule 15.
- 14.5. At CCA's discretion, Desktop Audits may be utilised to supplement On-site Audits or provide further means of monitoring conformance with the Rules.
- 14.6. Desktop Audits may be conducted in the manner described in rule 16.
- 14.7. When conducting On-site Audits or Desktop Audits, the Auditor will evaluate non- conformances in accordance with Table 1, Rule 17.

15. ON-SITE AUDITS


- 15.1. One or more Auditors may undertake On-site Audits of Authorised Users or Licensees.
- 15.2. Auditors will be assigned to Authorised Users or Licensees by CCA or the Licensee's nominated Certification Body.
- 15.3. The Licensee's representative responsible for the production of the Products or the delivery of the Services Certified for the use of the Mark by an Authorise User or those applied for by a Licensee as well as the representative responsible for the enterprises record keeping and management system must be available at the time of the On-site Audit. Failure for such representative/s to be available during the On-site Audit will result in the Auditor being unable to complete the On-site Audit and the Licensee being subject to a re-audit, at their cost.

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- 15.4. An On-site Audit will be conducted in the following manner, or as directed by CCA from time to time:
- 15.4.1. On arrival at a Site an Auditor will contact the Licensee's management representative and conduct an entry meeting to explain the scope of the Audit and the manner in which it will be conducted and endeavour to any answer questions that management may have in respect of the Audit;
 - 15.4.2. the Auditor Will Audit the Licensee's practices and management systems including records, facilities and other relevant information pertaining to these Rules to ensure that the Licensee is complying with these Rules;
 - 15.4.3. Audit findings will be documented in an Audit report;
 - 15.4.4. The Auditor will conduct an exit meeting with the Licensee's management representative; and
 - 15.4.5. the Auditor will provide a copy of the Audit report to CCA noting:
 - 15.4.5.1. Whether the practices and management systems are in place and working effectively in respect of the Eligible Goods or Services;
 - 15.4.5.2. any non-conformances detected and an evaluation of those non- conformances in accordance with Table 1, Rule 17;
 - 15.4.5.3. any matters that require rectification and follow-up arrangements if necessary; and
 - 15.4.5.4. whether the Licensee should be recommended to hold Certification.

16. DESKTOP AUDITS

- 16.1. A Desktop Audit will be conducted in the following manner, or as directed by CCA from time to time:
- 16.1.1. The Authorised User will be notified that the Site has been selected for a Desktop Audit, including an explanation of the

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process and provided with an opportunity to contact CCA if the Authorised User has any questions regarding the Desktop Audit;

- 16.1.2. CCA will, in consultation with the Authorised User, confirm arrangements for the type and format of records required as part of the Desktop Audit;
- 16.1.3. the Authorised User will provide the Auditor with the records required for the purposes of the Desktop Audit;
- 16.1.4. the Auditor will review the records supplied by the Authorised User to ensure that matters set out in these Rules are being complied with;
- 16.1.5. the Desktop Audit findings will be documented as required by CCA; and
- 16.1.6. at the conclusion of the Desktop Audit, the Auditor may advise the Authorised User of the outcome of the Desktop Audit.

17. NON-CONFORMANCE

17.1. An Audit may uncover areas of non-conformance that are defined as those outlined in Table 1.

17.2. Table 1: Rules Non-conformance Definitions

Non-conformance	Documented by	Definition
Critical Non-conformance	Documented on a Critical Incident Report	In the opinion of the Auditor or CCA: a) May cause loss of integrity of the Mark or the Rules; b) these Rules have been compromised and assurances relating to production methods have been jeopardised; or c) a major non-conformance which has not been addressed by corrective action.

Non-conformance	Documented by	Definition
Major Non-conformance	Documented on a Corrective Action Request	In the opinion of the Auditor or CCA: a) has the potential to compromise assurances relating to the production or supply or service methods or impinge on the integrity of the Mark or the Rules; b) there are enough non-conformances in an element to warrant a major non-conformance; c) if not addressed there would be potential for the non-conformances to further compromise these Rules; or d) reoccurring minor non-conformances which have not been addressed by corrective action.
Minor Non-conformance	Documented as an Observation on an Audit report	In the opinion of the Auditor or CCA there has been a variance from the Rules that is not likely to directly impinge on assurances relating to production methods or supply of service methods of Eligible Goods or Services or the integrity of the Mark or the Rules.

18. CRITICAL NON-CONFORMANCE

18.1. Where a Critical Non-conformance is identified, the non-conformance is described in a Critical Incident Report.

18.2. Where a Critical Incident Report is issued:

18.2.1. Costs associated with conducting all necessary subsequent Audits may be charged to the Licensee;

18.2.2. CCA will consider the Critical Incident Report; and

18.2.3. CCA may do one or more of the following:

18.2.3.1. Seek additional information;

18.2.3.2. issue a Show Cause Notice in accordance with rule 18.2.2;

18.2.3.3. uphold the Critical Incident Report; or

18.2.3.4. close the Critical Incident Report and issue a Corrective Action Request and determine in consultation with the Licensee a course of action to ensure that the Licensee is operating in accordance with these Rules.

18.3. CCA may suspend or revoke Certification as described in rule 18.2.

18.4. Where CCA resolves to close the Critical Incident Report and issue a Corrective Action Request, rule 19 will apply.

19. MAJOR NON-CONFORMANCE

19.1. Where a Major Non-conformance is identified, the non-conformance is described on a Corrective Action Request.

19.2. Where a Corrective Action Request for a Major Non-conformance is issued:


19.2.1. The Licensee must:

19.2.1.1. Remedy the non-conformance; and

19.2.1.2. provide any documentation to the Auditor which it may require;

19.2.2. the Licensee may be subjected to an increased Audit frequency; and

19.2.3. costs associated with conducting all necessary subsequent Audits, may be charged to the Licensee.

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- 19.3. Failure by a Licensee to correct a non-conformance within the timeframe specified by the Auditor may result in the Major Non-conformance being elevated to a Critical Non-conformance.
- 19.4. An agreed management plan may be used to manage a major or critical non-conformances to minor non-conformances in order to progress initial certification. In such cases, CCA, may request further evidence at agreed timeframes to ensure the management plan has been enacted.

20. CERTIFICATION STATUS

- 20.1. Each Authorised User will be assigned a status by CCA in respect of each Site registered with CCA.
- 20.2. The status assigned are described as follows:
 - 20.2.1. **Certified** - signifying that the Authorised User has registered as described in rule 7.1 and the Authorised User has achieved Certification and is meeting the requirements of these Rules 32.1-37.2 in respect of that site.
 - 20.2.2. **Expired** – The Licensee has not maintained Certification as provided in rule 10.
 - 20.2.3. **Suspended** - Certification has been suspended from that Site due to an issue of non-conformance with these Rules. The Authorised User will be informed of the non-conformance and have 30-days to resolve the issue and provide evidence of conformance.
 - 20.2.4. **Revoked** - Certification has been revoked from that Site by CCA due to an issue of non-conformance with these Rules that has not been resolved within 30-days.
 - 20.2.5. **Withdrawn** -Certification has been withdrawn voluntarily.

21. SANCTIONS

- 21.1. If a Licensee has an Expired, Suspended, Revoked or Withdrawn status, CCA may impose sanctions, including any or all of the following:
 - 21.1.1. rescind the Authorised Users status as an Approved User of the Mark;

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- 21.1.2. instruct the Authorised User to immediately cease using the Mark;
- 21.1.3. require the Authorised User to publish withdrawals of representations and or corrective statements in the manner and form which is reasonably as directed by CCA and if the Licensee does not comply with the requirement within 14 days of receiving notice from CCA, CCA may publish the withdrawal and/or statements and cover the costs of doing so from the Authorised User; and
- 21.1.4. change the status of the Site on the public Register available on the CCA Website of Christian Certified Licensees.
- 21.2. Subject to rules 22 and 23, the Authorised User must immediately comply with the sanction(s) imposed by CCA.
- 21.3. If CCA requires the Authorised User to stop using the Mark in accordance with this rule 21, any and all fees paid by the Authorised User in respect of their Certification are forfeit to CCA.

22. CESSATION OF CERTIFICATION VOLUNTARY WITHDRAWAL

- 22.1. An Authorised User may, by written notice to CCA, request withdrawal of Certification with respect to one (1) or more Sites at any time.
- 22.2. Withdrawal is effective upon receipt by CCA of the notice.
- 22.3. Where a Licensee voluntarily withdraws from Certification in respect of one (1) or more Sites, the Licensee may reapply for Certification in accordance with rule 24.


23. SUSPENSION OR REVOKING OF CERTIFICATION

- 23.1. CCA may suspend or revoke Certification from an Authorised User for one (1) or more Sites concerning the use of the Mark in respect of Eligible Goods or Services if:
 - 23.1.1. CCA becomes aware of a situation which in its view compromises the integrity of these Rules;

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- 23.1.2. the Authorised User fails to permit reasonable access to an Auditor or to co-operate with an Auditor during any Audit;
 - 23.1.3. the Authorised User fails to have an On-site Audit conducted within the 12 month timeframe provided in rule 10.
 - 23.1.4. the Authorised User fails to maintain conformance with these Rules or fails to take specified corrective action;
 - 23.1.5. the Authorised User fails to pay any fees associated with the Rules;
 - 23.1.6. the Authorised User supplies false information, claims or documentation;
 - 23.1.7. the Authorised User ceases to have responsibility for the production or supply of the Eligible Good or Service on that Site;
 - 23.1.8. CCA upholds a Critical Incident Report;
 - 23.1.9. CCA considers that the Authorised User is unable or unwilling to comply with these Rules, or any further Rules requirements; or
 - 23.1.10. CCA considers that matters have occurred, or are likely to occur, on a Site which may prejudice the reputation of CCA, the Mark, or the interests of the Australian meat and livestock industry or the Rules program.
- 23.2. If any of the matters set out in rule 23.1 occur, CCA may suspend Certification for one (1) or more Sites and issue a Show Cause Notice to the Authorised User stating:
- 23.2.1. the grounds on which the notice is given; and
 - 23.2.2. that the Authorised User must give CCA a written statement within 14 days of receipt of the notice showing cause why Certification should not be suspended and that, if the Authorised User fails to respond to the notice, its Certification may be revoked.

23.3. CCA will:

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- 23.3.1. consider any written submission made by the Licensee pursuant to rule 23.2.2;
- 23.3.2. obtain and consider any other material that it may consider relevant; and
- 23.3.3. decide:
 - 23.3.3.1. not to take any further action by removing a suspension;
 - 23.3.3.2. to revoke Certification; or
 - 23.3.3.3. to take such other steps with regards to Certification as CCA considers appropriate in the circumstances.
- 23.4. CCA may adopt such procedures in deciding whether or not to suspend or revoke Certification, as it considers necessary. These procedures may vary from time to time as, in the absolute and unfettered opinion of CCA, the circumstances require.
- 23.5. If Certification for one (1) or more Sites is suspended or revoked, or CCA makes any other decision in accordance with rule 23.3.3.3, CCA will notify the Authorised User in writing.
- 23.6. If Certification for one (1) or more Sites is suspended or revoked, the Authorised User's status on the Register on the CCA Website will be amended as applicable, in respect of those Sites.


24. REAPPLYING FOR CERTIFICATION

- 24.1. Procedures for reapplying for Certification are as follows:

Voluntary Withdrawal

- 24.2. Where an Authorised User voluntarily withdraws from Certification, a written request may be made at any time for reinstatement of Certification.


Loss of Certification by Suspension or Revocation by CCA

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- 24.3. Where an Authorised User has its Certification suspended or revoked by CCA for one (1) or more Sites, an application for Certification for those Sites cannot be made until 28 days after the date Certification was revoked. After this period has elapsed, an application for Certification may be made to CCA.
- 24.4. In assessing any such application, CCA will consider those matters that exist or are likely to occur on the Site which may prejudice the reputation of CCA, or the Rules.

25. RIGHT OF APPEAL

- 25.1. Any refusal to grant Certification or any suspension or revoking of any such certification is subject to a right of appeal by the affected Licensee to CCA.
- 25.2. If the dispute is not resolved within 14 days of submission of the dispute to CCA, or such other time as CCA determines, rules 25.3-23.5 will apply.
- 25.3. Either party may, within 14 days after expiry of the period referred to in rule 25.2, request the President of the Law Society of New South Wales, or his nominee, to appoint an expert to determine the dispute.
- 25.4. In making a determination:
- 25.4.1. Each expert must be required to determine the dispute taking into account these Rules and any Licence;
 - 25.4.2. each expert acts as an expert and not as an arbitrator; and
 - 25.4.3. the experts' decision is conclusive, final and binding on the parties (except in the case of manifest error).
- 25.5. The parties must pay the costs of the determination as determined by the expert.

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26. USE OF INFORMATION


- 26.1. The Licensee acknowledges that CCA may use information concerning the Licensee or the Site of the Licensee obtained in connection with these Rules in such a manner as CCA considers appropriate for the purposes of the Rules. CCA may publish or disclose any such information CCA considers necessary or desirable for the purposes of the Rules, including information relating to a Licensee's Certification status.
- 26.2. All information collected by CCA in relation to the Rules is managed in accordance with the Rules Privacy Statement set out in rule 28.

27. REGISTER

- 27.1. CCA will maintain a Register on the CCA Website of Christian Certified Authorised Users which will include details of the name, address and Site information for each Licensee's property, the date of certification, the username allotted to each such Licensee and other such details that CCA may wish to include from time to time in the Register.
- 27.2. Certain information contained in the Register will be made available to the general public to enable consumers to determine the Certification status of a Licensee and certified items.

28. RULES PRIVACY STATEMENT

- 28.1. The information collected in the normal course of business by CCA may be personal information. It is collected and disclosed for the purposes of the Rules and CCA's business purposes.
- 28.2. CCA respects the privacy of a person. Generally, CCA does not release personal information other than to its service providers on a confidential basis for the purposes of conducting the program or as otherwise specified in these Rules. However, in response to a legal requirement, in an emergency, in response to any unlawful act or omission, or potential unlawful act or omission, or in otherwise exceptional circumstances, the Chairman of CCA or his nominee, may at his discretion authorise the release of personal information.

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29. INDEMNITY

29.1. The Licensee indemnifies CCA against all damages, losses, costs and expenses incurred by them arising out of:

29.1.1. any non-conformance by the Licensee with these Rules, or any other Rules requirements; or

29.1.2. any act or omission of the Licensee in connection with the Rules, except to the extent such damages and expenses were caused by CCA.

30. VARIATIONS AND NOTICES

30.1. CCA may from time to time amend these Rules.


30.2. Where CCA proposes to amend these Rules, CCA must notify Licensees and Authorised Users of its intention, such notice may be given on the CCA Website. A variation takes effect on the earlier of:

30.2.1. If CCA sends a notice, 7 days after CCA sends the notice, or from any other date specified in the notice; or

30.2.2. if notice is given on the CCA Website, 14 days after the amendments are displayed on the CCA Website.

30.3. A variation takes effect despite any accidental failure to give notice to a Licensee or Authorised User.

30.4. A notice under these Rules must be in writing and may be given on the CCA Website.

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31.1 SPECIFICATIONS

- The Mark indicates that an Eligible Good or Service has been certified and complies with the CCA Guidelines.
- Use of the Mark is permitted only for so long as the device continues to comply with the Certification Release under which certification was granted.
- You may use language such as “This <Product/Service> has been certified by the CCA as Christian Certified of <date>.
- Do not refer to any product or service as being Christian Certified, CCA conformant, or CCA-compliant, or use those terms in connection with any advertising or on product packaging unless and until (i) your product or service has been Certified, verifying the Eligible Good or Service’s successful implementation of CCA specifications, and (ii) you have executed a Licence and received an executed copy of the License from CCA.

GUIDELINES FOR THE TERMS MAKING PRODUCTS CHRISTIAN CERTIFIED

32. INTRODUCTION OF GUIDELINES


32.1- These are the guidelines to be undertaken by companies wishing to affix the Christian Certified trade mark on products and food packaging to ensure that product claims are defined by Christian Certification Authority standards set out in our certification process and comply with the **Trade Marks Act 1995**.

33. DEFINITION OF GUIDELINES

33.1- Christian Certified food and products, means food and beverages permitted and prepared in accordance with the beliefs and teachings of Christians upon what has been described throughout many published Christian doctrines.

33.2- To ensure that foods and beverages do not consist of ingredients or products that may be considered unacceptable in accordance with Christian teachings.

33.3- To ensure that foods and beverages have not undergone procedures that undermine the tenants of the Christian faith.

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33.4- To ensure that foods and beverages have not been prepared, processed, or stored with anything considered to be unacceptable to Christian values and beliefs.

33.5- Christian Certified products can be prepared in facilities that also prepare non certified products provided that there is no risk of contamination or cross contamination, and that company management are aware of potential risks and have in place procedures to minimise exposure and comply with food safety laws, international food safety regulations and standards (HACCP) based of the geographical area of manufacture including CCA requirements.

34. CRITERIA FOR GUIDELINES “CHRISTIAN CERTIFIED”

34.1- Animal products for Christian consumption are those which have been allowed under Christian dietary laws. All common fauna is acceptable, namely mammals with cloven hoofs consuming a herbivorous diet as well as non carnivorous birds and aquatic life bearing fins and scales.

- a- Heifer, steers, sheep, lamb and goat.
- b- Chicken, turkey and duck.
- c- Snapper, tuna and salmon.

34.2- The persons involved in the slaughter process should be compliant in the slaughter/sticking process to sever the jugular veins while following hygiene practices for preparation of meat as per company’s food safety and animal welfare guidelines.

34.3- The animal to be slaughtered must be stunned and rendered unconscious at point of slaughter by industry standards.


- a- Electrical stunning.
- b- Captive bolt.
- c- Water bathing.

34.4- Animals for slaughter must not be strangled resulting in loss of life before the slaughter process is undertaken.

34.5- The slaughtered animal should be given allowable time to drain of blood.

34.6- Animals should not be consecrated by prayer or undergone any specific ritual to

- a- Non Christian God’s.

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- b- Idol's for dedication.
- c- Shrines.

34.7- Prepared products must not have undergone any ceremonial/ritual cleansing.

- a- Washing with certain waters.
- b- Washing with mixtures of earth and water.

34.8- Non animal Products meaning flora and by-products can be prepared in accordance with individual company polices. They should not come in to contact with anything which can be considered unacceptable or restricted within Christian teachings and food safety guidelines stipulated by CCA and the food safety authority.

- a- Poisonous plants, extracts.
- b- Forbidden fruit.

34.9- Grains and leafy greens, vegetables and fruits all fall into this category.

34.10- Where flora and fauna are prepared together, ambient temperature must be maintained in a range suitable to prevent accelerated bacterial growth and decomposition.

- a- Ambient temperature between 5 – 20 degrees Celsius
- b- Preparation times shall be limited to within 2 hours.


Good Manufacturing Practices (GMP) shall be followed when preparing both flora and fauna. Where alternative food safety practices can demonstrate that the business maintains good GMP this will be accepted as industry best practice (evidence must be presented). Production records will be available for review if requested by the certified food safety auditor or CCA representative.

34.11- Dehydrated products, wheat, flour and spices must be in date as stipulated on original packaging or batch numbers.

34.12- Dairy products for consumption must only be manufactured from milk supplied from mammals with cloven hoofs.

- a- Cows
- b- Goats

34.13- Products prepared shall be done in accordance to CCA requirements noted above as well as individual company's food safety policies and guidelines.

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34.14- Products that do not comply within the guidelines will not be eligible for certification and therefore will be unable to gain certification and bear the CCA logo.

35. CRITERIA FOR CERTIFIERS

35.1- Persons involved in the certification audits must have a minimum two years' experience within the food industry and have a sound understanding of the pure food acts, food safety auditors shall be registered with Exemplar Global or equivalent known body.

35.2- Certifiers and auditors should also understand competently the above guidelines for food preparation in relation to Christian theology.

35.3- Where companies can adhere to above guidelines and can guarantee compliance then certifiers shall only ensure that all relevant food safety, haccp reports and associated accreditations are verified and up to date.

36. PREPERATION, PACKAGING, TRANSPORT AND STORAGE


36.1- Products that have the Trade Mark affixed must be prepared, packaged, transported and stored in accordance with pre mentioned guidelines and within food hygiene and other relevant standards, existing and yet to come.

36.2- Any non compliance must be reported to relevant parties as to file corrective action reports as required by the Christian Certification Authority Pty Ltd.

37. LABELLING REQUIREMENTS

37.1- Before affixing the Trade Mark to food or products you must be licensed to use the Trade Mark, comply and follow above guidelines Set out by Christian Certification Authority Pty Ltd.

37.2- In addition you must not use the Trade Mark in any way that is misleading or deceptive or likely to mislead or deceive anyone. Without limiting the generality of foregoing by way of example, you must not in using the Trade Mark directly or indirectly claim that Christian Certified food and products are superior, nutritionally beneficial or healthier than products that have not been approved by the Christian Certification Authority Pty Ltd.

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38. ADDITIONAL CLAUSE


38.1- Products manufactured by CCA certified companies may from time to time be purchased and independently tested for verification that advertised ingredients and nutritional breakdowns displayed are present and correct in CCA certified products.

ANNEXURE 1 - CHRISTIAN CERTIFIED CERTIFICATION MARK

The Certified CCA Certification Mark is not intended to be a consumer- facing brand; but rather, the Mark and the appellations support primary brands. Usage of these Mark is underpinned by a set of Rules and usage guidelines.



Approved form of Certification Mark

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ANNEXURE 2 – USAGE GUIDELINES FOR THE MARK

These Guidelines have been created by CCA to ensure consistency in the manner in which the Mark are to be used and displayed.

The Mark can only be used for Eligible Goods or Services by an Authorised User.

1 CERTIFICATION MARK USAGE GUIDELINES




Figure 1: Certification Mark

You may directly replace the “TM” in the Certification Mark with the “®” symbol as appropriate, contingent upon the registration status of the Mark in any given jurisdiction.

For the current registration status for each jurisdiction, see the CCA Website [@/members/certification_members/Trade Mark](#).

38.2 PLACEMENT AND DESIGN OF TRADE MARK

- The Mark may only be used to identify that an Eligible Good or Service has been Certified by CCA.

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- If an Eligible Good or Service has been Certified, it is recommended that the Mark be placed on the packaging and supporting marketing materials in a location where it can be seen easily. When used on packaging, it is recommended that you give information about which CCA service(s) your organization is providing.
- The Mark must always appear in the visual orientation shown above; it must never be flipped or rotated.
- Where the Mark is used, it is recommended that it is physically distanced and clearly differentiated from any other brand, trademark or logo which you use.


38.3 GEOGRAPHIC AND PRODUCT USAGE RESTRICTIONS

The License provides limited indemnification for Authorised Users. Please refer to the License Agreement for the list of Eligible Goods or Services.

38.4 MARK DESIGN GUIDELINES

38.4.1 GENERAL REGULATIONS

- The Mark must be used as a single, integral design. Do not break it apart.
- The Mark should not be manipulated in any way that alters, skews, or distorts the proportions of the Mark or the individual elements comprising the mark.
- Do not enclose the Mark in a rectangle or other shape (except as noted in Section 4.3).
- Do not arrange the Mark iteratively like tile blocks.
- Do not recolor the Mark. Do not tilt or rotate the Mark on its axis.
- The following statement must accompany all uses of the Mark on marketing collateral or product packaging larger than the approximate dimensions of 6" x 6" (15cm x 15cm):

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“The Mark is a trademark or registered trademark of Christian Certification Authority Pty Ltd in Australia.”

You shall use best efforts in complying with these trademark attribution requirements, but in the event that the placement of the trademark attribution is not commercially feasible, you may include the trademark attribution on printed matter distributed together with the Eligible Good or Service, provided that the trademark attribution language is clearly visible and prominently displayed.



Examples of inappropriate uses of the Mark include, but are not limited to, the following graphics.


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Figure 2: Mark Broken Apart



Figure 3: Mark Not to be Skewed or Altered


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Figure 4: Mark Inside a Circle

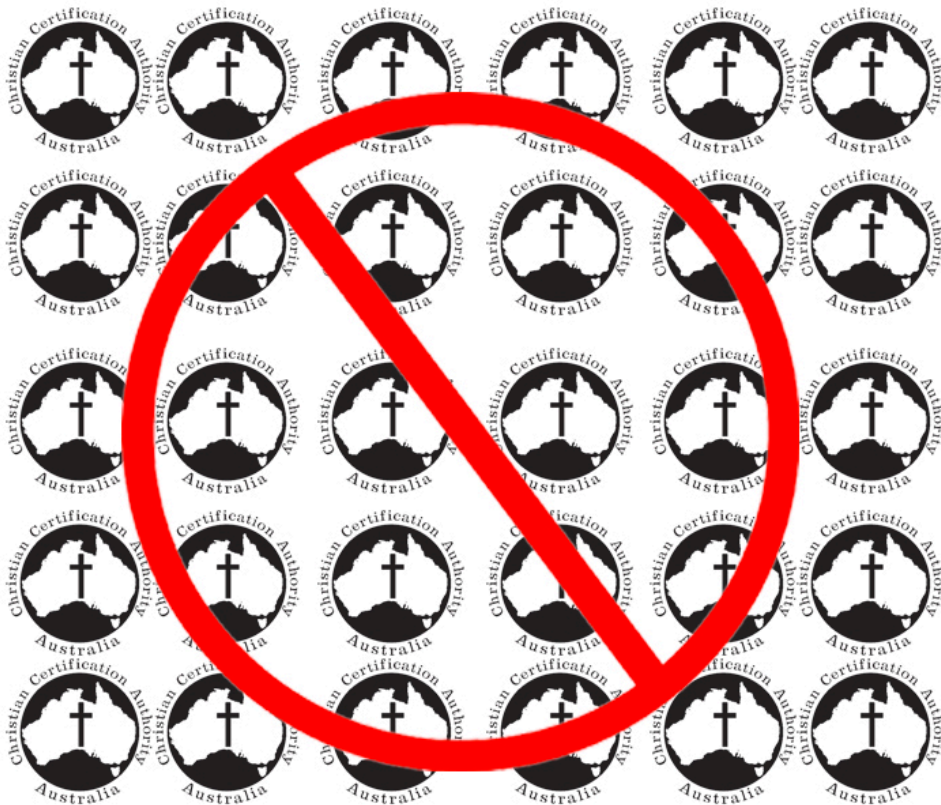


Figure 5:

Mark Not in a Tile Pattern





Figure 6: Mark Not to be rotated on its Axis



Figure 7: Mark too small to be legible


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Figure 8: Mark not to be incorporated with another logo or mark

38.4.2 MINIMUM HEIGHT REQUIREMENT


CCA recommends that the Mark should be rendered at a sufficient size to be legible in normal usage. There is no regulation on the maximum size, provided that the Mark is never displayed larger or more prominently than the Authorised User's own Mark.

38.4.3 ISOLATION ZONE

The Mark must be surrounded by an isolation zone. The purpose of this zone is to make the mark stand out on the package.


38.4.4 USE WITH OTHER MARK

The Mark may be displayed in combination with company-specific or other proprietary Mark and logos, provided that the display of the Mark in connection with other mark(s) does not in any way create a likelihood of confusion between

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CCA's specifications and other products and services or that conveys a false endorsement by or affiliation with CCA.


Do not integrate the Mark in any company-specific or other proprietary mark or logo in a manner that creates the overall impression of a single, unitary mark.

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REFERENCES:

The Holy Bible KJV circa 1625
Genesis 1;1
Mathew 12;7
John 1;1
John 3;33
John 6;27
Acts 10;15
Acts 15;20-29
Acts 21;25
Romans 14;14-15
1 Corinthians 5;7
1 Corinthians 8;1-13
1 Corinthians 10;19-21
1 Corinthians 10;28
1 Timothy 4;1-3
Hebrews 9;26
Hebrews 10;6
Revelation 2;14
Revelation 12;11
Revelation 22;21
Poisonous plants = Nicotiana tabacum, erythroxyllum and zebrina stains.
Forbidden fruit = Figs. (Genesis 3.7)
Christianity and food a biblical understanding/ccaustralia.com

End.

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