



DietaryHawk

Dietary Hawk Rules

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OPERATIVE PROVISIONS

1. Definitions

- 1.1. Applicant means a business or organisation who is formally applying to be an Authorised User.
- 1.2. Audit Date means the date an Audit is scheduled to occur or rescheduled as the case may be.
- 1.3. Audit refers to a Pre-site Audit, Onsite Initial Audit, Random Audit, Gap Audit and/or Biennial Audit.
- 1.4. Authorised User means any person authorised under these Rules to use the Trade Mark.
- 1.5. Biennial Audit refers to the audit process set out in clause 8.2 of these Rules.
- 1.6. Business refers to the operation of a restaurant or other establishment undertaken by the Authorised User or the applicant that relates to the preparation and service of food and beverages.
- 1.7. Business Venue refers to the location(s) provided by the Authorised User where it carries out its Business.
- 1.8. Certificate means the Certificate issued by Dietary Hawk in accordance with these Rules.
- 1.9. Coeliac disease means an auto immune response resulting in damage to the small intestine after consuming any amount of gluten.
- 1.10. Complaint refers to an expression of dissatisfaction with a specific action or service associated with dietary requirement management at a Dietary Hawk Certified Business.
- 1.11. Complaint form refers to the form, located at Schedule 3, which is completed by a consumer to lodge a complaint against an Authorised User.

- 1.12.** Continuous Improvement Register refers to a register, located Schedule 3, that maintains a copy of versions of the Dietary Requirement Management Plans.
- 1.13.** Cross Contact refers the transfer of a substance(s) found in one food to another. This includes even the smallest possible trace not detectable by the human eye and can occur directly or indirectly.
- 1.14.** DHRP Certificate refers to the certificate obtained by an individual once he/she has successfully completed the Dietary Hawk Responsible Person online training course.
- 1.15.** DHRS Certificate refers to the certificate obtained by an individual once he/she has successfully completed the Dietary Hawk Responsible Service online training course.
- 1.16.** Dietary Hawk Dietary Requirement Standards refers to the standards set out in Schedule 2 of the Rules.
- 1.17.** Dietary Hawk Policies means the policies, procedures and guidelines developed and maintained by Dietary Hawk as amended from time to time.
- 1.18.** Dietary Hawk Responsible Person Online training course refers to the comprehensive online training course educating individuals about the correct management of food allergies, food intolerances, coeliac disease, personal preferences and religious dietary requirements.
- 1.19.** Dietary Hawk Responsible Service online training course refers to the abbreviated version of Dietary Hawk's Responsible Person online training course, which all staff working within a food service of a Dietary Hawk certified venue must complete.
- 1.20.** Dietary Requirement Management Plan refers to the procedure that sets out how the Authorised User will manage the potential risks to customer's dietary requirements.
- 1.21.** Dietary Requirements refers to restrictions in an individual's diet including but not limited to food allergies, food intolerances, coeliac disease, personal preferences, and cultural and religious considerations.

- 1.22.** Food and Beverage Staff refers to the Authorised User's staff who are responsible for serving food and beverages to customers, and who perform customer service duties at the Business Venue.
- 1.23.** Food Service Manager refers to a person(s) that is responsible for operations involving food preparation and food and beverage service at the Authorised User's Business.
- 1.24.** Food Service means any process within the Business that includes sourcing ingredients, preparing ingredients, storing ingredients, serving customers, mise en place, cooking, plating and/or delivering food.
- 1.25.** Gap Audit refers to the audit process set out in clause 8.3 of these Rules.
- 1.26.** Halal refers to foods that conform to the Islamic dietary regulations prescribed in the Qur'an (the Muslim scripture).
- 1.27.** Hazard refers to an event or situation relating to dietary requirement management that has the potential of causing harm to a person.
- 1.28.** Incident Register refers to a register, located Schedule 3, that maintains record of all incidents which have occurred at the Business.
- 1.29.** Kitchen Staff refers to the Authorised User's staff that have responsibilities and perform duties in the kitchen at the Business Venue.
- 1.30.** Kosher refers to food that conform to the Jewish dietary regulations of kashrut.
- 1.31.** Licence Agreement means a licence agreement in the form of the agreement in Schedule 8, as may be amended from time to time in accordance with the provisions herein, being a licence between Dietary Hawk and the Authorised User.
- 1.32.** Major Non-Compliance means a problem detected which in the opinion of the auditor has resulted in non-conformance with these Rules, the Licence Agreement and/or the Dietary Hawk Dietary Requirement Standards and has therefore resulted in the Authorised User operating in a manner which does not enable the safe provision of food and beverages to customers with dietary

requirements. A major non-compliance will accumulate six Non-compliance Points.

- 1.33.** Minor Non-Compliance means a problem detected which in the opinion of the auditor has resulted in non-conformance with the Rules, the Licence Agreement and/or the Dietary Hawk Dietary Requirement Standards but does not impact on the Authorised User safely providing food and beverage services to customers with dietary requirements. A minor non-compliance will accumulate one Non-compliance Point.
- 1.34.** Non-compliance Point refers to a scoring system designed to measure the severity and prevalence of non-compliances.
- 1.35.** Onsite Initial Audit refers to the audit undertaken by Dietary Hawk pursuant to clause 4.4 of the Rules.
- 1.36.** Pre-site Initial Audit refers to the audit undertaken by Dietary Hawk pursuant to clause 4.4 of the Rules.
- 1.37.** Random Audit refers to the audit process set out in clause 8.3 of these Rules.
- 1.38.** Staff refers to the Kitchen Staff and Food and Beverage Staff.
- 1.39.** Staff Training Register means a document, located Schedule 3, where all staff training and qualifications are recorded and kept up to date.
- 1.40.** Trade Mark refers to the certification trade mark(s) at Schedule 4.
- 1.41.** Unique Licence Identification Number refers to the number issued to an Authorised User on its Certificate

2. What is the Trade Mark?

- 2.1.** The Trade Mark is the property of Dietary Hawk and cannot be used by any person except under and by virtue of a Licence Agreement issued to an Authorised User under these Rules.
- 2.2.** Dietary hawk is the only person who may certify that services bearing the Trade Mark meet the criteria for use of the Trade Mark.
- 2.3.** The Trade Mark enables customers to quickly and easily identify businesses that have completed credible training in the management of dietary requirements and have appropriate practices in place to manage dietary requirements.
 - 2.3.1.** The Trade Mark applies to businesses who operate a food service that provides food to customers and have evidence of appropriate dietary requirement management practices in place. The Trade Mark cannot be applied to specific food products.
- 2.4.** The Trade Mark is designed to instil customer confidence in the food industry
 - 2.4.1.** Objectives
 - 2.4.2.** To develop and promote uniform standards for the management of dietary requirements for the benefit of Australian customers.
 - 2.4.3.** To encourage businesses to ensure Staff have the relevant knowledge and practical skills to enhance the management of dietary requirements in Australia.

3. Scope of the Rules

- 3.1.** These Rules set out the minimum requirements for an applicant to apply to become and continue to be an Authorised User of the Trade Mark.
- 3.2.** It is the responsibility of the Authorised User to ensure ongoing adherence with the Rules and the Licence Agreement to maintain its status as an Authorised User.

- 3.3. It is the responsibility of the Authorised User to ensure that its dietary requirement management practices adhere to all other applicable Australian food standards such as the Food Standards Australia and New Zealand (FSANZ).
- 3.4. The Rules are current from 23 April 2019 until Dietary Hawk releases a new edition or an amended version.
- 3.5. The Trade Mark is subject to amendments as set out in clause 14.4 below.

4. Application process to become an Authorised User

4.1. Eligibility criteria

4.1.1. To be eligible to apply to become an Authorised User, an applicant must:

- 4.1.1.1. hold a current Australian Company Number and/or an Australian Business Number; and
- 4.1.1.2. manufacture, prepare, deliver or serve food and beverages (at a cost or free of charge) to others; and
- 4.1.1.3. have current insurance policies as required by law.

4.2. Application for a Licence Agreement

4.2.1. A person wishing to become an Authorised User must apply in writing to Dietary Hawk for a Licence Agreement and provide evidence of the following:

- 4.2.1.1. That the applicant is competent and experienced in the applicant's type of business, is of good repute and of good financial standing.
- 4.2.1.2. A Dietary Requirement Management Plan detailing the applicant's dietary requirement management practices which adhere to the Dietary Hawk Dietary Requirement Standards as set out Schedule 2 of the Rules.

4.2.1.3. Written evidence confirming that all Staff have completed the necessary training pursuant to clause 9.1 of the Rules (a certificate of completion, and a completed staff training register).

4.3. Assessment of an application

4.3.1. After receiving an application under clause 4.2, Dietary Hawk will conduct a Pre-site Audit and determine an application within 90 days of receipt.

4.3.2. At a Pre-site Audit, the applicant must provide evidence that it is compliant with the Dietary Hawk Dietary Requirement Standards. Evidence includes but is not limited to:

- a.** A written Dietary Requirement Management Plan detailing practices in place to meet the requirements of Schedule 2 of the Rules.
- b.** A Staff Training Register.
- c.** An Incident Register.
- d.** A Continuous Improvement Register.

4.3.3. The applicant must ensure that it utilises the templates provided by Dietary Hawk.

4.3.4. Dietary Hawk will provide the applicant with written notification when an auditor has been assigned to their application, including details of the auditor.

4.3.5. Applicants will be informed in writing of the outcome of their application (Notification).

4.3.5.1. If no amendments are required, Dietary Hawk will undertake an Onsite Initial Audit within 60 days of the date of the Notification.

4.3.5.2. If the Notification stipulates amendments are required to the application, then the applicant has 30 days after the

date of the Notification to submit any amendments. As per clause 4.6.4 an applicant may submit a maximum of three amended applications in a 12 month period. Fees may apply.

4.4. Assessment of an application

4.4.1. At the Onsite Initial Audit, the applicant must provide evidence that it is compliant with Dietary Hawk Dietary Requirement Standards.

Evidence includes but is not limited to:

- a.** A written Dietary Requirement Management Plan detailing practices in place to meet the requirements of Schedule 2 of the Rules.
- b.** Staff rosters providing evidence of the number of DHRP per shift.
- c.** Certificate of completion related to successful completion of Dietary Hawk's Responsible Person online training course.
- d.** Certificate of completion related to successful completion of Dietary Hawk's Responsible Service online training course.
- e.** Evidence of the Dietary Requirement Management Plan being implemented within the Authorised User's Business.
- f.** Evidence of the Dietary Requirement Management Plan being communicated to Staff within the business's food service.

4.4.2. The applicant must ensure that it utilises the templates provided by Dietary Hawk for the Dietary Requirement Management Plan and Staff Training Register.

4.4.3. Applicants will be provided written notice of an Onsite Initial Audit at least 14 days prior to the Audit Date.

4.4.4. A Food Service Manager must be available to assist with the Onsite Initial Audit.

- 4.4.5. Dietary Hawk will provide written notification of the outcome of the Onsite Initial Audit 14 days after the Audit Date.
- 4.4.6. If an applicant accumulates less than six non-compliance points, then the applicant must remedy the Minor Non-Compliances within seven days at which point the applicant may then be invited to enter into a Licence Agreement with Dietary Hawk to use the Trade Mark.
- 4.4.7. If an applicant accumulates more than five non-compliance points, then the applicant must remedy the Major and/or Minor Non-Compliances and undertake a Gap Audit as referred to in clause 8.4 below to demonstrate the non-compliances have been remedied.

4.5. License Agreement

- 4.5.1. If Dietary Hawk is satisfied that the applicant has complied with the certification requirements set out in clauses 3.1 to 4.4 above, Dietary Hawk may invite the applicant to enter into a Licence Agreement with Dietary Hawk to use the Trade Mark.
- 4.5.2. Upon execution of the Licence Agreement and upon payment of the applicable licence fee, the applicant will be thereafter referred to as an “Authorised User” and entitled to use the Trade Mark in accordance with these Rules and the terms and conditions of the Licence Agreement and will, subject to the provisions of the Rules, remain so entitled during the subsistence of the Licence Agreement.
- 4.5.3. There is no Licence Agreement until it has been executed by all parties and the relevant licence fee has been paid.
- 4.5.4. After execution of the Licence Agreement, Dietary Hawk will provide the Authorised User a Certificate which has a Unique Licence Identification Number.
- 4.5.5. The Authorised User must use the Trade Mark in accordance with the terms and conditions of the Licence Agreement, and these Rules.

4.6. Refusal of application

- 4.6.1. Dietary Hawk may, in its absolute discretion, refuse an application if, amongst other things:
- 4.6.2. the applicant does not meet any of the requirements set out in clauses 4.1 to 4.4 of these Rules;
- 4.6.3. the applicant is deemed to detract from the aims and/or principles of Dietary Hawk;
- 4.6.4. the applicant fails to receive approval after three attempts in a 12-month period;
- 4.6.5. the applicant fails to pay any fees within the required payment periods, including fees incurred due to non-compliance; or
- 4.6.6. it deems it is not in the best interests of Dietary Hawk

5. Dietary Hawk Dietary Requirement Management Standards

- 5.1. The Authorised User must, at all times, comply with the Dietary Hawk Dietary Requirement Standards as set out in Schedule 2 of the Rules.

6. Use of the Trade Mark by an Authorised User

- 6.1. An Authorised User must only use the Trade Mark as set out in the Rules
- 6.2. **Trade Mark logo use**
 - 6.2.1. The Authorised User may use the Trade Mark in association with the Business' food and beverages services, and then only where the use of the Trade Mark is in accordance with these Rules and where the use of the Trade Mark and associated representations do not conflict with any underlying statutory obligations.
 - 6.2.2. The Trade Mark will demonstrate that the Authorised User has undertaken credible training in the management of dietary requirements and has the appropriate practices in place to manage certain dietary requirements.

6.2.3. Onus is on the Authorised User to ensure all legal and other labelling requirements are met during use of the Trade Mark logo.

6.3. Promotion and advertising

6.3.1. The Authorised User agrees and acknowledges that it will comply with Dietary Hawk's advertising and marketing schemes.

6.3.2. An Authorised User may use the Trade Mark in marketing and promotional materials as approved in writing by Dietary Hawk.

6.3.3. Dietary Hawk will provide official logos, in various formats, to the Authorised User. If the Authorised User requires the logo in an alternative format they must seek approval from Dietary Hawk who may then choose to issue the logo in the requested format.

6.3.4. The Trade Mark logo must not be edited or altered from its original state and impressions of the logo must not be created. The Trade Mark logo must be clearly legible when shown in both print and online

6.3.5. All general Dietary Hawk promotions will be managed by Dietary Hawk.

6.3.6. The Authorised User agrees and acknowledges that it may appear on Dietary Hawk's website from time to time or referred to within other forms of media including but not limited to, print, radio, television and/or social media channels.

7. Authorised User's obligations

7.1. An Authorised User must establish and maintain sufficient records to confirm compliance with these Rules and the Licence Agreement. Such records must be maintained and made available to Dietary Hawk and any of its authorised agents for inspection for a period of seven (7) years.

7.2. An Authorised User may be required to provide these records to a court of law or to a regulatory agency to substantiate compliance with these Rules and the Licence Agreement.

- 7.3. An Authorised User permits Dietary Hawk or any authorised agent to obtain access during normal working hours to such records as necessary to confirm whether the Authorised User is complying with these Rules and the Licence Agreement.
- 7.4. An Authorised User must ensure that all Staff and agents are aware of these Rules and their obligations.

8. Audits

- 8.1. Dietary Hawk will monitor the Authorised User's ongoing compliance with these Rules, the Licence Agreement and the Dietary Hawk Dietary Requirement Standards. This includes an ongoing program of compliance auditing.

8.2. Biennial audit

- 8.2.1. Dietary Hawk will conduct a Biennial Audit of all Authorised Users every two years. The Biennial Audit will be conducted by an auditor approved by Dietary Hawk.
- 8.2.2. An Authorised User must be compliant in their Biennial Audit in order to maintain its status as an Authorised User.
- 8.2.3. Dietary Hawk will provide an Authorised User written notification of their Biennial Audit 30 days prior to the Audit Date.
- 8.2.4. A Food Service Manager must be available to assist with the Biennial Audit.
- 8.2.5. Dietary Hawk will provide written notification of the outcome of the Biennial Audit 14 days after the Audit Date (Biennial Audit Notification).
- 8.2.6. If an Authorised User accumulates less than six non-compliance points during a Biennial Audit, then the applicant must remedy the Minor Non-Compliances within seven days and send written correspondence to Dietary Hawk detailing how the non-compliances have been remedied.

- 8.2.7.** If an Authorised User accumulates more than five and less than 18 non-compliance points during a Biennial Audit, then they must remedy the Major and/or Minor Non-Compliances and undertake a Gap Audit as referred to in clause 8.4 below to demonstrate the non-compliances have been remedied.
- 8.2.8.** If an Authorised User accumulates more than 17 and less than 25 non-compliance points during a Biennial Audit, they will have their Dietary Hawk Licence Agreement immediately suspended and conditions of Suspension immediately imposed as per clause 15.
- 8.2.9.** If an Authorised User accumulates 25 or more non-compliance points during a Biennial Audit, they will have their Dietary Hawk Licence Agreement immediately terminated and conditions of Termination immediately imposed as per clause 16.

8.3. Random audit

- 8.3.1.** Throughout the term of a Licence Agreement, Dietary Hawk may in its absolute discretion undertake a Random Audit of an Authorised User to ensure ongoing compliance with these Rules, the Licence Agreement and the Dietary Hawk Dietary Requirement Standards.
- 8.3.2.** Authorised User's will be provided written warning of a Random Audit at least 24 hours prior to the Audit Date.
- 8.3.3.** A Food Service Manager must be available to assist with the Random Audit.
- 8.3.4.** If an Authorised User accumulates less than six non-compliance points during a Random Audit, then the applicant must remedy the Minor Non-Compliances within seven days and send written correspondence to Dietary Hawk detailing how the non-compliances have been remedied.
- 8.3.5.** If an Authorised User accumulates more than five and less than 18 non-compliance points during a Random Audit, then they must remedy the Major and/or Minor Non-Compliances and undertake a Gap Audit as referred to in clause 8.4 below to demonstrate the non-compliances have been remedied.

- 8.3.6.** If an Authorised User accumulates more than 17 and less than 25 non-compliance points during a Random Audit, they will have their Dietary Hawk Licence Agreement immediately suspended and conditions of Suspension immediately imposed as per clause 15.
- 8.3.7.** If an Authorised User accumulates 25 or more non-compliance points during a Random Audit, they will have their Dietary Hawk Licence Agreement immediately terminated and conditions of Termination immediately imposed as per clause 16.

8.4. Gap audit

- 8.4.1.** During the application process, or throughout the term of a Licence Agreement, Dietary Hawk may undertake a Gap Audit if one of the following events occurs:
 - 8.4.1.1.** if an applicant accumulates more than five Non-Compliance points during their Onsite Initial Audit;
 - 8.4.1.2.** if an Authorised User's Dietary Requirement Management Plan is deemed to be insufficient;
 - 8.4.1.3.** if there are any changes to an Authorised User's Business Venue that may affect the Authorised User's ability to comply with these Rules and/or the Dietary Hawk Dietary Requirement Standards, including but not limited to relocation or renovations; or
 - 8.4.1.4.** a change in ownership of the Authorised User
- 8.4.2.** The Authorised User must contact Dietary Hawk within seven (7) days of one or more of the events set out in 8.4.1 occurring to arrange a Gap Audit.
- 8.4.3.** Gap Audits must be undertaken within 30 days of the occurrence of one or more of the events set out in 8.4.1.
- 8.4.4.** Fees for Gap Audits are applicable.
- 8.4.5.** If an Authorised User accumulates less than six non-compliance points during a Gap Audit, then the applicant must remedy the Minor

Non-Compliances within seven days and send written correspondence to Dietary Hawk detailing how the non-compliances have been remedied.

- 8.4.6.** If an Authorised User accumulates more than five and less than 18 non-compliance points during a Gap Audit, then they must remedy the Major and/or Minor Non-Compliances and undertake another Gap Audit to demonstrate the non-compliances have been remedied.
- 8.4.7.** If an Authorised User accumulates more than 17 and less than 25 non-compliance points during a Gap Audit, they will have their Dietary Hawk Licence Agreement immediately suspended and conditions of Suspension immediately imposed as per clause 15.
- 8.4.8.** If an Authorised User accumulates 25 or more non-compliance points during a Gap Audit, their Dietary Hawk Licence Agreement will be terminated and conditions of Termination immediately imposed as per clause 16.
- 8.4.9.** If an Authorised User accumulates six or more Non-Compliance Points in three consecutive Gap Audits, its Dietary Hawk Licence Agreement will be terminated and conditions of Termination immediately imposed as per clause 16.

8.5. Appointment criteria of auditor

- 8.5.1.** A Dietary Hawk auditor will have the following qualifications and skills:
 - 8.5.1.1.** has completed the Dietary Hawk Responsible Person Online training course; and
 - 8.5.1.2.** a current Department of Communities and Social Inclusion clearance; and
 - 8.5.1.3.** an appropriate tertiary or professional nutrition qualification; and
 - 8.5.1.4.** completed the Dietary Hawk internal auditor training program.

9. Staff training and staff requirements

9.1. Staff training

9.1.1. An Authorised User must ensure a Dietary Hawk Responsible Person (DHRP):

9.1.1.1. has completed the Dietary Hawk Responsible Person online training course;

9.1.1.2. has a current and valid DHRP Certificate;

9.1.2. An Authorised User must ensure a Staff member with Dietary Hawk Responsible Service (DHRS):

9.1.2.1. has completed the Dietary Hawk Responsible Service online training course, and

9.1.2.2. has a current and valid DHRS Certificate.

9.2. Staff rostering

9.2.1. During operational hours, an Authorised User must achieve the following staffing requirements for Food and Beverage Staff:

9.2.1.1. One (1) DHRP is rostered per 200 guests (capacity), provided that the demands of the DHRP such as the number of Food and Beverage Staff supervised and proximity between areas supervised, can be practically and adequately managed.

9.2.2. During operational hours, an Authorised User must achieve the following staffing requirements for Kitchen Staff:

9.2.2.1. Typical food service – A minimum of one (1) DHRP must be rostered per ten (10) Kitchen Staff, provided that the demands on the kitchen including the number of events and proximity of sections serviced can be practically and adequately managed.

- 9.2.2.2.** Secondary kitchens can be included in the ten (10) Kitchen Staff, provided that the distance between the kitchens, quantity of food produced, and number of guests serviced can be reasonably managed by the DHRP (for example a main service kitchen and a smaller charcuterie section).
- 9.2.2.3.** Food services where the Food and Beverage Staff and Kitchen Staff are within direct proximity. For example, a food truck, where the Food and Beverage Staff and Kitchen Staff are within immediate proximity, or both Food and Beverage duties and Kitchen Staff duties are completed by the same Staff, there must be one (1) DHRP per six (6) rostered Staff.
- 9.2.2.4.** Food retail when the capacity of guests is not directly determinable, for example a deli. At all times there must be one (1) DRRP per 10 rostered Staff.
- 9.2.2.5.** Food retail when capacity is determinable, for example a hospital or aeroplane. At all times there must be at least one (1) DHRP rostered per 200 guests/customers/patients, provided that the demands on the DHRP can be practically and adequately managed.

10. Documentation and records

10.1. The Authorised User must maintain up to date, electronic and easily accessible copies of the following documents:

- 10.1.1.** Continuous Improvement Register;
- 10.1.2.** Staff training register;
- 10.1.3.** Complaints register;
- 10.1.4.** Incident register; and
- 10.1.5.** Dietary Requirement Management Plan.

11. Authorised User Register

- 11.1.** Dietary Hawk will establish and maintain a register which will contain:
 - 11.1.1.** The name, address for service and business description of each Authorised User.
 - 11.1.2.** The date of the relevant Licence Agreement, and the Unique Licence Identification Number allocated to each Authorised User under the Licence Agreement.

12. Automatic renewal of License agreement

- 12.1.** The Licence Agreement will automatically renew at the end of each term for a further term of 12 months unless the either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.
- 12.2.** Dietary Hawk will send the Authorised User a notice 60 days prior to the expiry of the term stating the Licence Agreement will automatically renew pursuant to clause 12.1.

13. Termination of License Agreement

- 13.1.** If Dietary Hawk commences action to terminate a License Agreement, upon receiving written notification, the Authorised User has 14 days to appeal the termination.
- 13.2.** An Authorised User may apply in writing to terminate its Licence Agreement.
- 13.3.** Dietary Hawk will process the Authorised User's application to terminate the Licence Agreement within seven (7) days of receipt. Until the Authorised User receives written notification from Dietary Hawk that the Licence Agreement is terminated, the Authorised User must continue to adhere to the Rules, the Dietary Hawk Dietary Requirement Standards and/or the Licence Agreement.
- 13.4.** Immediately after receiving written notification stating the Licence Agreement is terminated, the Authorised User must immediately cease using the Trade Mark in all capacities and submit a final, up to date, copy of the following documents to Dietary Hawk:

- 13.4.1.** Continuous Improvement Register;
 - 13.4.2.** Staff training register;
 - 13.4.3.** Complaints register;
 - 13.4.4.** Incident register; and
 - 13.4.5.** Dietary Requirement Management Plan.
- 13.5.** An Authorised User that has cancelled its Licence Agreement:
- 13.5.1.** is not entitled to a refund of any fees already paid to Dietary Hawk in connection with the Licence Agreement and/or the Rules.
 - 13.5.2.** must submit a new application if it seeks to obtain use of the Trade Mark again.
- 13.6.** For the avoidance of all doubt, the termination of a Licence Agreement means that the Authorised User no longer has the right to use the Trade Mark.

14. Policies, procedures and guidelines

- 14.1.** Dietary Hawk may make Dietary Hawk Policies consistent with these Rules on all matters relevant to the Trade Mark and the Dietary Hawk Dietary Requirement Standards, including but not limited to:
- 14.1.1.** the use of the Trade Mark;
 - 14.1.2.** the Licence Agreement;
 - 14.1.3.** any marketing and/or promotional material;
 - 14.1.4.** any matters that may bring Dietary Hawk into disrepute or affect the integrity or reputation of the Trade Mark.
- 14.2.** Any significant policy changes that result in variation of the Rules will be subject to approval by the Australian Competition and Consumer Commission (ACCC) in accordance with the Trade Marks Act 1995.
- 14.3.** The Authorised User must comply with the Dietary Hawk Policies, as amended from time to time, throughout the term of the Licence Agreement.

- 14.4.** All amendments made to the Dietary Hawk Trade Mark Rules will be approved the Australian Competition and Consumer Commission before publicised to the Trade Mark user.
- 14.5.** Failure to comply with Dietary Hawk Policies will be deemed a Major Non-Compliance.

15. Suspension

- 15.1.** Dietary Hawk will inform an Authorised User in writing that its Licence Agreement is immediately suspended in circumstances including but not limited to:
 - 15.1.1.** If an Authorised User accumulates more than 17 and less than 25 non-compliance points during a Biennial Audit, Gap Audit or Random Audit.
 - 15.1.2.** If an Authorised User fails to address any Major or Minor Non-Compliance as prescribed by these Rules.
 - 15.1.3.** If an Authorised User fails to pay any applicable fees within the prescribed timeframe.
 - 15.1.4.** If a customer experiences a serious adverse health response directly related to a venue, including but not limited to an allergic reaction after attending an Authorised User's Business Venue.
- 15.2.** Within 48 hours of receiving written notice that the Authorised User's Licence Agreement is suspended, the Authorised User must immediately cease and desist from using the Trade Mark. This includes but is not limited to removing all marketing collateral associated with Dietary Hawk and the Trade Mark from the Authorised User's venue and all websites, social media channels and any other business marketing or promotional materials.
- 15.3.** An Authorised User may within seven (7) days of receiving written notice of its suspension request a Gap Audit. If the Authorised User fails to request a Gap Audit within the timeframe specified, the Licence Agreement will be immediately cancelled.

16. Termination

- 16.1.** Dietary Hawk may terminate an Authorised User's Licence Agreement without notice to the Authorised User in circumstances including but not limited to:
- 16.1.1.** If an Authorised User accumulates 25 or more Non-Compliance Points in one (1) audit,
 - 16.1.2.** If an Authorised User accumulates six or more Non-Compliance Points in three (3) consecutive Gap Audits,
- 16.2.** If the Authorised User commits a Major or Minor Non-Compliance that, in Dietary Hawk's sole discretion, is considered:
- 16.2.1.** Unable to be addressed by a Gap Audit due to the serious nature of the non-compliance;
 - 16.2.2.** Unable to be addressed by a Gap Audit as it is irremediable; or
 - 16.2.3.** Likely to pose a serious threat to the health and safety of the general public.
- 16.3.** If, in Dietary Hawk's discretion, the Authorised User demonstrates a lack of regard for or understanding of these Rules.
- 16.4.** If the Authorised User's Business ceases trading.
- 16.5.** If the Authorised User through any act or omission generates a circumstance that is reasonably likely to damage the reputation of Dietary Hawk or the Trade Mark.
- 16.6.** If the Authorised User challenges Dietary Hawk's rights as the registered owner of the Trade Mark.
- 16.7.** For any other reason identified in the Rules, the Licence Agreement, or at the sole discretion of Dietary Hawk.
- 16.8.** An Authorised User that has its Licence Agreement cancelled under this clause will be unable to file an application to use the Trade Mark for at least 12 months from the date the Licence Agreement was cancelled, unless otherwise agreed in writing with Dietary Hawk.

- 16.9.** An Authorised User is not entitled to any refunds in fees if its Licence Agreement is terminated.

17. Amendment(s) to the rules

- 17.1.** Subject to approval by the ACCC under the Trade Marks Act 1995, Dietary Hawk may at any time vary the Rules, the Licence Agreement and/or the Dietary Hawk Dietary Requirement Standards.
- 17.2.** Dietary Hawk will give Authorised Users written notice of any variations and the date from which the variation will have effect. It is the responsibility of the Authorised User to ensure the amendments are implemented by the prescribed date.
- 17.3.** Any amendments to the Rules will supersede the prior Rules.

18. Inspection of the rules

- 18.1.** These Rules and the License Agreement (as emended from time to time) must be made freely available on the Dietary Hawk official website.
- 18.2.** These Rules and the Licence Agreement (as amended from time to time) must be available for public inspection at reasonable times (at least between 10.00 a.m. and 4.00 p.m.) on business days at Dietary Hawk's office located at 89 Sir Donald Bradman Drive, Hilton in the State of South Australia.

19. Appeal process

- 19.1.** If Dietary Hawk:
- 19.1.1.** refuses an application for a Licence Agreement; or
 - 19.1.2.** suspends, terminates or does not renew a Licence Agreement,
- 19.2.** the Appellant may appeal Dietary Hawk's decision, in writing, using the Complaint and Appeal form available on the Dietary Hawk website.
- 19.3.** If, the Appellant is not satisfied by Dietary Hawk's response to the Appellant's submitted appeal, the Appellant may, at their own cost apply to have the

decision of the appeal reviewed by an independent mediator with relevant knowledge and experience.

- 19.4.** The mediator's decision will be final and binding on Dietary Hawk and the Appellant.

20. Dispute resolution

- 20.1.** Save for the points of appeal set out in clauses 19.1, if any other dispute arises between the parties in relation to these Rules or the Trade Mark, the dispute must be dealt with in accordance with this clause.

20.1.1. If an Authorised User or Dietary Hawk applicant believes that their treatment by Dietary Hawk or a decision made by Dietary Hawk contravenes these rules in any way they may submit a formal complaint in writing to Dietary Hawk using the Complaint and Appeal form available on the Dietary Hawk website.

20.1.2. The Complaint and Appeal Form will be processed as per the conditions stated on the form and the Complainant will be notified of the outcome.

20.1.3. If the Complainant is unsatisfied with the outcome of their Complaint, they may appeal the decision or response in writing using the Complaint and Appeal form available on the Dietary Hawk website. The appeal process will be conducted by an appropriate Dietary Hawk staff member who is different to the person who investigated the initial Complaint.

20.1.4. If the Appellant is unsatisfied with the outcome of the appeal, the appellant may, at their own cost apply to have the decision of the appeal reviewed by an independent mediator with knowledge and experience relevant to the appeal.

20.1.5. The mediator's decision will be final and binding on Dietary Hawk and the Appellant.

21. Complaints against the Authorised User

21.1. If Dietary Hawk receives a complaint against an Authorised User, Dietary Hawk will:

21.1.1. Issue the Authorised User a formal written notice informing the Authorised User that a complaint has been received and the nature of the complaint.

21.1.2. Upon receiving the written notice, the Authorised User has 14 days to provide a written response.

21.1.3. Upon receipt of the Authorised User's response, determine if the complaint is valid.

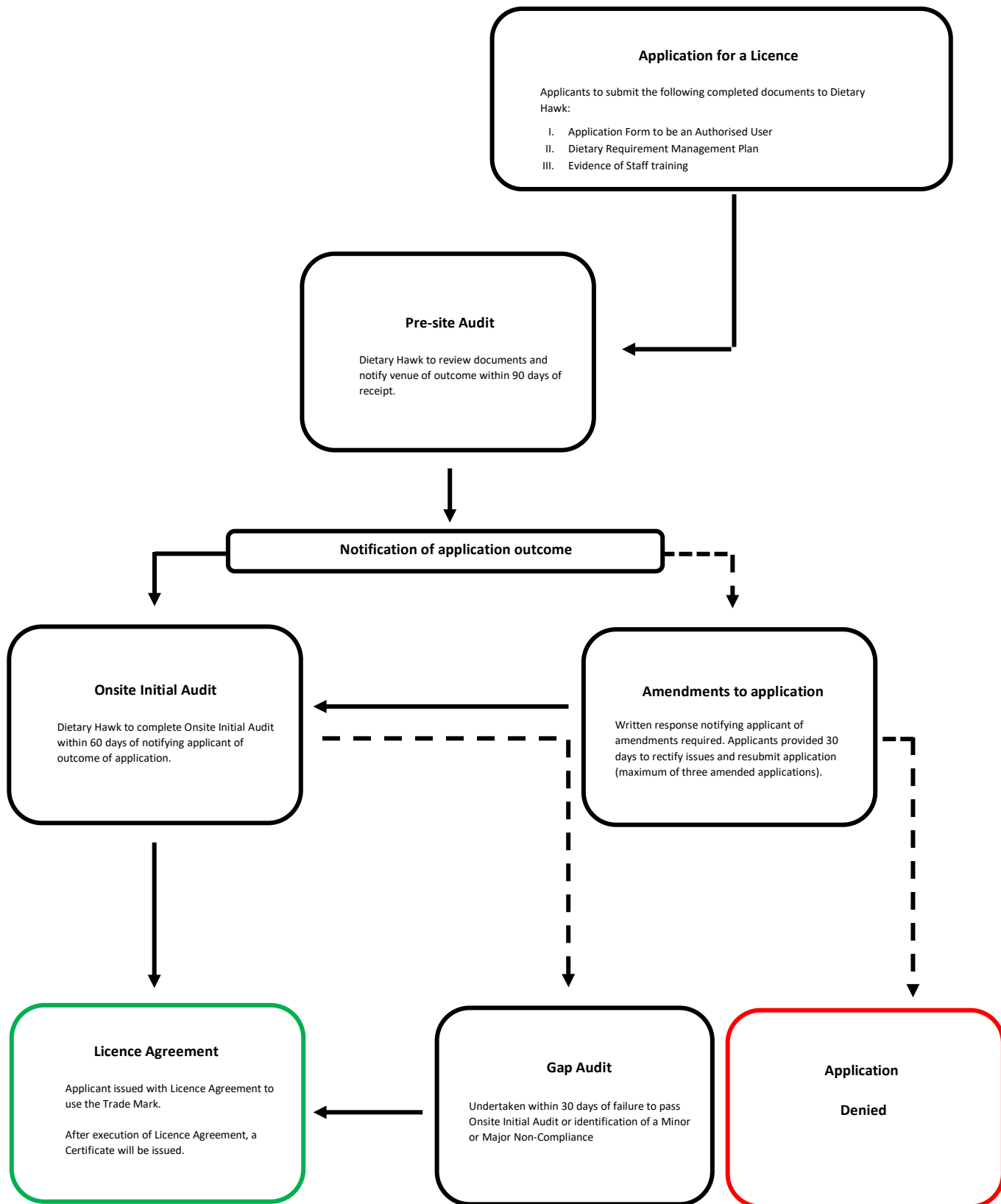
21.1.4. Take reasonable action to investigate all complaints (unless it reasonably considers that the complaint was not justified) and if necessary implement reasonable remedial action.

21.1.5. Inform the Authorised User of any remedial action taken within 14 days.

21.1.6. Notify the party who lodged the complaint of their findings and final decision.

Schedule 1

Application process



Schedule 2

Dietary Hawk Dietary Requirement Standards

With one in four Australians having a dietary requirement, the management of individual dietary needs is of great importance to ensure that every person with a dietary requirement feels confident to dine outside of their own home. Poor dietary requirement management can lead to adverse health outcomes for customers, social exclusion, and in extreme cases, death and it can have a major negative effect on business. However, businesses that efficiently, confidently and professionally manage dietary requirements will benefit from positive word of mouth and will be recognised as a welcoming and accommodating business.

Dietary requirements managed within the Dietary Hawk Dietary Requirement Standards include those which are medically diagnosed (including but not limited to food allergies, food intolerances, coeliac disease) and non-medically diagnosed (including but not limited to religious and personal preferences). Applicants are required to have management practices in place to manage the above dietary requirements and their associated risks. If one or more dietary requirements are not managed by a food service for any reason, a clear process must be in place to communicate this to Staff and customers. For example, a Thai restaurant may not be able to ensure their food is 100% free from peanuts, and this must be communicated to Staff and customers.

Below details the Dietary Hawk Dietary Requirement Standards that Authorised User's must adhere to and provide verifiable evidence of adhering to, to achieve and maintain the Licence Agreement.

1. Cross Contact

- 1.1.1.** Cross Contact is defined as 'the transfer of substances from one food to another. This includes even the smallest possible trace which may not be noticeable by the human eye.'
- 1.1.2.** Cross Contact may be "direct" such as when an ingredient directly touches another ingredient. For example, in the event of peanuts spilling from a broken bag on to other food products.
- 1.1.3.** Cross Contact may also be "indirect" such as when one ingredient or substance comes in contact with another ingredient via a surface, utensil, equipment and/or person. For example, the transfer of gluten

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by handling gluten containing bread followed by another food product before thoroughly washing one's hands.

- 1.1.4.** An Authorised User must develop and implement strategies across each phase of the food service to avoid Cross Contact for the dietary requirements managed. Practices implemented must be specific to the food service, and written in a logical, clear and step-by-step method.

1.2. Managing Cross Contact during the Sourcing phase

- 1.2.1.** An Authorised User must take all practical measures to minimise the risk of Cross Contact upon the delivery of food. Strategies may include:

- g.** all food must arrive in sealed packaging
- h.** food containing common allergens, gluten, haram products and/or non-kosher products, and foods which are not typically delivered in sealed packing must be delivered in separate boxes, for example eggs or bread
- i.** food arriving in damaged packages must be returned to the supplier
- j.** food must be delivered to an incoming delivery location that reduces the risk of Cross Contact within the Business, for example a delivery bench where goods containing common allergens, gluten, haram and non-kosher ingredients are placed on the bottom shelf while other goods are placed on the top the shelf
- k.** the delivery location must be cleaned and sanitised after every delivery or following a spillage/breakage
- l.** hands or utensils must be thoroughly washed after contacting foods containing common allergens, gluten, haram and non-kosher ingredients

1.3. Managing Cross Contact during the Storing phase

1.3.1. An Authorised User must take all practical measures to reduce the risk of Cross Contact during the storage of food. Strategies may include:

- a.** food that contains common allergens, gluten, haram and/or non-kosher products must be stored in a different location of the kitchen or in air tight containers below foods that do not contain common allergens, gluten, haram or non-kosher products
- b.** hands or utensils must be thoroughly washed after contacting foods containing common allergens, gluten, haram and non-kosher ingredients
- c.** all storage containers/packages must be thoroughly washed after use, using commercial practices and if a container/package cannot be thoroughly washed then it must be disposed of

1.4. Managing Cross Contact during the Mise en place, Cooking & Plating phases

1.4.1. An Authorised User must take all practical measures to reduce the risk of Cross Contact during mise en place, cooking and plating of food. Strategies may include:

- a.** all Staff are to wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products or non-kosher products to reduce the risk of Cross Contact via hands
- b.** all Staff must follow personal hygiene practices as per FSANZ Chapter 3.3.2 and take all practical measures to ensure his or her body including what they are wearing, is not a source of Cross Contact

- c.** surfaces must be thoroughly cleaned using chemical grade cleaners, warm water and disposable paper towel at the completion of food preparation tasks
- d.** all utensils must be cleaned in a commercial grade dishwasher. In situations where a commercial grade dishwasher is not available, chemical grade cleaners and hot water must be used to clean utensils
- e.** utensils must be cleaned:
 - i.** before preparation of dietary requirement meals or meal components
 - ii.** after being used to prepare meals containing common allergens, gluten, haram products or non-kosher products
 - iii.** after being used to prepare a dish or a component of a dish and before moving on to another preparation task for another dish
 - iv.** equipment that cannot be cleaned according to commercial standards, and despite best efforts may contain traceable amounts of common allergens, gluten, haram products or non-kosher products, or another dietary requirement substance in question must not be used to prepare a dietary requirement meal, for example a toaster or deep fryer

1.5. Managing Cross Contact during the Delivering phase

1.5.1. An Authorised User must take all practical measures to reduce the risk of Cross Contact during the delivery of food. Strategies may include:

- a.** all Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten,

haram products and/or non-kosher products to reduce the risk of Cross Contact via hands

- b.** all Staff must follow personal hygiene practices as per FSANZ Chapter 3.3.2 and take all practical measures to ensure his or her body including what they are wearing, is not a source of Cross Contact
- c.** food containing common allergens, gluten, haram products or non-kosher products must be displayed in separate cabinets/Bain Maries and use specific utensils or serve ware
- d.** food containing common allergens, gluten, haram products or non-kosher products that are delivered to customers must be packaged in air tight containers separate from other deliveries to avoid spillage or leakage leading to Cross Contact

2. Inaccurate identification

- 2.1.** To confidently and thoroughly manage dietary requirements, ingredients must be quickly and easily identifiable by any individual involved in the business. This could occur in a number of ways, for example clear and legible food labels on all food products prepared both in house and externally.
- 2.2.** An Authorised User must develop and implement strategies across each phase of the food service to avoid incorrect ingredient identification for the dietary requirements managed. Practices implemented must be specific to the food service, and written in a logical, clear and step-by-step method.
- 2.3.** Managing inaccurate identification during the Delivery Phase
 - 2.3.1.** An Authorised User must ensure all ingredients on delivery are clearly identifiable by all Staff. Strategies may include:
 - a.** incoming goods must be clearly labelled with containing ingredients

- b.** where goods are not clearly labelled a detailed ingredients list must be attainable by the food manufacture

2.4. Managing inaccurate identification during the Storing phase

2.4.1. An Authorised User must ensure all food products and ingredients in storage are clearly identifiable by all Staff. Strategies may include:

- a.** standardised food labels
- b.** shelf labels/categories
- c.** dietary requirement matrices

2.5. Managing inaccurate identification during the Mise en place, Cooking and Plating phases

2.5.1. An Authorised User must ensure that practices in place allow Kitchen Staff to quickly and confidently identify if a food item is appropriate for customer dietary requirements, and if required identify appropriate substitutes upon mise en place, cooking and plating of food. Strategies may include:

- a.** standardised recipes
- b.** dietary requirement matrices

2.6. Managing inaccurate identification during the Serving phase

2.6.1. An Authorised User must ensure that practices in place allow Food and Beverage Staff or any customer service staff to quickly and confidently identify ingredients in a food item, and if required identify appropriate substitutes upon service. Strategies may include:

- a.** dietary requirement matrices
- b.** dietary requirement substitute lists

2.6.2. An Authorised User must ensure that practices in place allow customers to quickly and confidently identify if a food item is appropriate for their dietary requirement. Strategies may include:

- a.** ready to eat food items that are clearly labelled with the product name and containing ingredients
- b.** the use of recognised icons or abbreviations for example “CN” (contains nuts) to identify common allergens, gluten, haram and non-kosher ingredients
- c.** signage asking individuals with dietary requirements to contact staff.

2.7. Managing inaccurate identification during the Delivering phase

2.7.1. An Authorised User must ensure that food items and their ingredients are easily identifiable by Food and Beverage Staff when being delivered to customers to avoid confusion or incorrect meal delivery. Strategies may include:

- a.** clear food labels detailing the food, dietary requirement, substitution and the name of individual the meal has been prepared for
- b.** dietary requirement matrices
- c.** customer dietary requirement forms identifying individuals with dietary requirements, their dining location/position, dietary requirement, and substitution

3. Miscommunication

3.1. Transparency and effective communication is fundamental to the correct management of dietary requirements. Dietary Hawk requires all Authorised User's to implement processes to facilitate the transparent and accurate communication of information to and from customers and between staff, and

to ensure correct terminology is utilised to reduce the likelihood of miscommunication.

3.2. An Authorised User must develop and implement strategies across each phase of the food service to avoid miscommunication of customer dietary requirements. Practices implemented must be specific to the food service, and written in a logical, clear and step-by-step method.

3.3. Managing Miscommunication during the Sourcing phase

3.3.1. An Authorised User must implement appropriate strategies to ensure that food businesses source foods and ingredients appropriate for their customers, for example in line with their dietary requirement management plan or in the instance where set menus are in place such as prebooked events, a childcare service, aged care facility, hospital or airline. Strategies may include:

- a.** processing orders via email to ensure all orders are traceable and legible
- b.** using order form templates for dietary requirements that use specific and correct terminology and provide adequate information

3.4. Managing Miscommunication during the Storing phase

3.4.1. An Authorised User must implement all practical measures to ensure that food items prepared and stored to meet a specific customer dietary requirement are available for that person. Strategies may include:

- a.** Special meals/ingredients labelled with the following:
 - i.** customer name or other identification method (e.g. ward and bed number),
 - ii.** food product name,
 - iii.** ingredient panel, and

- iv. dietary requirement catered, including dietary requirement parameters,
- v. omissions, and
- vi. substitutions.

3.4.2. A separate storage area for dietary requirement meals that considers the management of Cross Contact.

3.5. Managing Miscommunication during the Mise en Place, Cooking & Plating phases

3.5.1. An Authorised User must implement all practical measures to ensure adequate communication regarding a customer's dietary requirement throughout the Mise en Place, Cooking and Plating of food for customers with dietary requirements. Strategies may include:

- a. expectations that all Staff use the correct dietary requirement terminology
- b. no use of handwritten food orders for dietary requirement meals
- c. in the case of set menu events, customer dietary requirement forms detailing the name, dietary requirement, problem dish/component and substitution
- d. visual communication cues such as:
 - i. plate pegs
 - ii. colour coded plate stickers
 - iii. colour coded order dockets
 - iv. dietary dockets that detail the customer, dietary requirement and substitution which remain with the plate through the food service

3.6. Managing Miscommunication during the Serving phase

3.6.1. An Authorised User must implement all practical measures to reduce the potential of miscommunication between Staff and customers when serving a customer. Strategies may include:

- a.** correct use of dietary requirement terminology when speaking with a customer or third party
- b.** where possible communicate in writing for example via email with an event organiser or customer
- c.** record all orders, especially those with a dietary requirement, in clear legible writing or use a computerised system to record all dietary requirements
- d.** record dietary requirement orders in a different coloured pen or on a coloured docket
- e.** use a coloured dietary requirement docket template to collect all relevant information and ensure that the correct terminology is used. Relevant information includes:
 - i.** the meal ordered,
 - ii.** dietary requirement,
 - iii.** personal tolerance levels (if relevant),
 - iv.** omissions,
 - v.** substitutions,
 - vi.** personal identifying characteristics (name, seat, location, hair colour etc), and,
 - vii.** other relevant information.

- f.** record personal information when taking a dietary requirement such as the persons location, seat position, physical characteristics such as hair colour
- g.** clear communication channels between Food and Beverage Staff such as a dedicated dietary requirement chef

3.7. Managing Miscommunication during the Delivering phase

3.7.1. An Authorised User must implement all practical measures to ensure a customer's dietary requirement is clearly and correctly communicated at the time of food delivery to reduce the risk of incorrect meal/food delivery. Strategies may include:

- a.** clear communication from a dedicated dietary requirement chef to the Food and Beverage Staff
- b.** verbal communication supported by a legible, dietary docket provided from the chef to the Food and Beverage Staff including:
 - i.** meal ordered,
 - ii.** dietary requirement,
 - iii.** dietary parameter,
 - iv.** omissions,
 - v.** substitutions,
 - vi.** changes to cooking methods, and
 - vii.** personal identifying characteristics (name, seat, location, hair colour etc).
- c.** verbal communication with the customer reiterating information provided in the dietary docket

- d.** chefs who prepare dietary requirement meals also deliver the meal
- e.** in the case of events or self-service food services signs are displayed asking people with dietary requirements to report to the Food Service Manager

Schedule 3

Dietary Hawk Audit Documents

PRE-SITE INITIAL AUDIT

Business name			
Date/s of audit			
Lead Auditor		Audit Team	
Purpose of the audit	<input type="checkbox"/> Pre-site audit		

Commencement of audit

To the Chief Executive:

Dietary Hawk requires that the applying Business is informed of the following information prior to the commencement of a pre-site audit. Please tick each of the following boxes in acknowledgment.

Audit Team	<input type="checkbox"/> The applicant is aware that their pre-site audit is taking place <input type="checkbox"/> The applicant is aware of the auditor assigned to their application <input type="checkbox"/> The applicant has been informed of the auditor's role in the audit process <input type="checkbox"/> The applicant has been informed that all communications throughout the audit must occur through the Lead Auditor, unless indicated otherwise by the Lead Auditor
Audit Purpose	The audit is being conducted to confirm compliance with the: <input type="checkbox"/> Dietary Hawk Dietary Requirement Standards

Evidence based audit process	<input type="checkbox"/> The applicant has been informed that it is their business's responsibility to provide evidence of compliance and that it is not the responsibility of the audit team to locate evidence <input type="checkbox"/> The audit team will review and discuss the Business's evidence, and this may include but is not limited to: <ul style="list-style-type: none"> • Dietary Requirement Management Plan • Staff Registers • Continuous Improvement Register • Incident register <input type="checkbox"/> The audit team will provide written feedback regarding the audit outcome
The audit report	<input type="checkbox"/> The Lead Auditor will develop an audit report/s that includes findings of compliance and non-compliance identified at audit. The audit report is reviewed prior to a decision being made on the outcome of the audit.
Audit Outcome	I understand that, for pre-site audits:

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- | | |
|--|--|
| | <ul style="list-style-type: none"><input type="checkbox"/> If no amendments are required, Dietary Hawk will undertake an Onsite Initial Audit within 60 days of the date of the Notification.
<input type="checkbox"/> If the Notification stipulates amendments are required to the application, then the applicant has 30 days after the date of the Notification to submit any amendments. As per clause 4.6.4 an applicant may submit a maximum of three amended applications in a 12 month period. Fees may apply. |
|--|--|

Dietary Requirement Management Plan

Cross Contact:

Cross Contact: Sourcing	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to minimise risk of Cross Contact upon the delivery of food.	<p><i>Tick all that apply</i></p> <p>All food must arrive in sealed packaging <input type="checkbox"/></p> <p>Food containing common allergens, gluten, haram products and/or non-kosher products, and foods which are not typically delivered in sealed packing must be delivered in separate boxes, for example eggs or bread <input type="checkbox"/></p> <p>Food arriving in damaged packages must be returned to the supplier <input type="checkbox"/></p> <p>Food must be delivered to an incoming delivery location that reduces the risk of Cross Contact within the Business, for example a delivery bench where goods containing common allergens, gluten, haram and non-kosher ingredients are placed on the bottom shelf while other goods are placed on the top the shelf <input type="checkbox"/></p> <p>The delivery location must be cleaned and sanitised after every delivery or following a spillage/breakage <input type="checkbox"/></p> <p>Hands or utensils must be thoroughly washed after contacting foods containing common allergens, gluten, haram and non-kosher ingredients <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Cross Contact: Storing	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to minimise risk of Cross Contact during the storage of food.	<p><i>Tick all that apply:</i></p> <p>Food that contains common allergens, gluten, haram and/or non-kosher products must be stored in a different location of the kitchen or in air tight containers below foods that do not contain common allergens, gluten, haram or non-kosher products <input type="checkbox"/></p> <p>Hands or utensils must be thoroughly washed after contacting foods containing common allergens, gluten, haram and non-kosher ingredients <input type="checkbox"/></p> <p>All storage containers/packages must be thoroughly washed after use, using commercial practices and if a container/package cannot be thoroughly washed then it must be disposed of <input type="checkbox"/></p> <p>Food that contains common allergens, gluten, haram and/or non-kosher products must be stored in a different location of the kitchen or in air tight containers below foods that do not contain common allergens, gluten, haram products or non-kosher products <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Cross Contact: Mise en place, cooking and plating	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to minimise risk of Cross Contact during mise en place, cooking and plating of food.	<p><i>Tick all that apply:</i></p> <p>All Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products or non-kosher products to reduce the risk of Cross Contact via hands <input type="checkbox"/></p> <p>All Staff must follow personal hygiene practices as per FSANZ Chapter 3.3.2 and take all practical measures to ensure his or her body including what they are wearing, is not a source of Cross Contact <input type="checkbox"/></p> <p>Surfaces must be thoroughly cleaned using chemical grade cleaners, warm water and disposable paper towel at the completion of food preparation tasks <input type="checkbox"/></p> <p>All utensils must be cleaned in a commercial grade dishwasher. In situations where a commercial grade dishwasher is not available, chemical grade cleaners and hot water must be used to clean utensils Utensils must be cleaned:</p> <ul style="list-style-type: none"> • Before preparation of dietary requirement meals or meal components, • After being used to prepare meals containing common allergens, gluten, haram products or non-kosher products, • After being used to prepare a dish or a component of a dish and before moving on to another preparation task for another dish, and <p>Equipment that cannot be cleaned according to commercial standards, and despite best efforts may contain traceable amounts of common allergens, gluten, haram products or non-kosher products, or another dietary requirement substance in question must not be used to prepare a dietary requirement meal, for example a toaster or deep fryer</p> <p>All Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products or non-kosher products to reduce the risk of Cross Contact via hands</p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Cross Contact: Delivering	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to minimise risk of Cross Contact during the delivery of food.	<p><i>Tick all that apply:</i></p> <p>All Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products and/or non-kosher products to reduce the risk of Cross Contact via hands <input type="checkbox"/></p> <p>All Staff must follow personal hygiene practices as per FSANZ Chapter 3.3.2 and take all practical measures to ensure his or her body including what they are wearing, is not a source of Cross Contact <input type="checkbox"/></p> <p>Food containing common allergens, gluten, haram products or non-kosher products must be displayed in separate cabinets/Bain Maries and use specific utensils or serve ware <input type="checkbox"/></p> <p>Food containing common allergens, gluten, haram products or non-kosher products that are delivered to customers must be packaged in air tight containers separate from other deliveries to avoid spillage or leakage leading to Cross Contact</p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Inaccurate Identification:

Inaccurate Identification: Sourcing	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to ensure ingredients on delivery are clearly identifiable by Staff.	<p><i>Tick all that apply</i></p> <p>Incoming goods must be clearly labelled with containing ingredients <input type="checkbox"/></p> <p>Where goods are not clearly labelled a detailed ingredients list must be attainable by the Business <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Inaccurate Identification: Storing	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to ensure food products and ingredients in storage are clearly identifiable by all employees.	<p><i>Tick all that apply:</i></p> <p>Standardised food labels <input type="checkbox"/></p> <p>Shelf labels/categories <input type="checkbox"/></p> <p>Dietary requirement matrices <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Inaccurate Identification: Mise en place, cooking and plating	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
<p>The Dietary Requirement Management Plan includes all practical measures used to allow Food and Beverage Staff or any customer service staff to quickly and confidently identify ingredients in a food item, and if required identify appropriate substitutes upon service.</p> <p>The Dietary Requirement Management Plan includes all practical measures used to allow customers to quickly and confidently identify if a food item is appropriate for their dietary requirement.</p>	<p><i>Tick all that apply:</i></p> <p>Dietary requirement matrices <input type="checkbox"/></p> <p>Dietary requirement substitute list <input type="checkbox"/></p> <p>Ready to eat food items that are clearly labelled with the product name and containing ingredients <input type="checkbox"/></p> <p>The use of recognised icons or abbreviations for example "CN" (contains nuts) to identify common allergens, gluten, haram and non-kosher ingredients <input type="checkbox"/></p> <p>Signage asking individuals with dietary requirements to notify staff <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Inaccurate Identification: Delivering	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
<p>The Dietary Requirement Management Plan includes all practical measures used to ensure that food items and their ingredients are easily identifiable by Food and Beverage Staff when being delivered to customers to avoid confusion or incorrect meal delivery.</p>	<p><i>Tick all that apply:</i></p> <p>Clear food labels detailing the food, dietary requirement, substitution and the name of individual the meal has been prepared for <input type="checkbox"/></p> <p>Dietary requirement matrices <input type="checkbox"/></p> <p>Customer dietary requirement forms identifying individuals with dietary requirements, their dining location/position, dietary requirement, and substitution. <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication:

Miscommunication: Sourcing	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
<p>The Dietary Requirement Management Plan includes all practical measures used to ensure the business sources food and ingredients appropriate for customer's dietary requirements.</p>	<p><i>Tick all that apply:</i></p> <p>Processing orders via email to ensure all orders are traceable and legible <input type="checkbox"/></p> <p>Using order form templates for dietary requirements that use specific and correct terminology and provide adequate information <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Miscommunication: Storing	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to ensure food items which are stored for a specific customer's dietary requirement, are stored in such a way that allows the customer's dietary requirement to be communicated clearly to Staff.	<p><i>Tick all that apply:</i></p> <p>Special meals/ingredients labelled with the following:</p> <ul style="list-style-type: none"> • <i>Customer's name or other identification method,</i> <input type="checkbox"/> • <i>Product name,</i> • <i>Ingredient panel,</i> <input type="checkbox"/> • <i>Dietary requirement catered for, including dietary requirement parameters,</i> • <i>Omissions, and</i> • <i>Substitutions.</i> <p>Separate storage area for dietary requirement meals that considers the management of Cross Contact <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication: Mise en Place, Cooking, Plating	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to ensure adequate communication regarding a customer's dietary requirement throughout the mise en place, cooking and plating of food for customer's with dietary requirements.	<p><i>Tick all that apply:</i></p> <p>Expectations that all Staff use the correct dietary requirement terminology <input type="checkbox"/></p> <p>No use of handwritten food orders for dietary requirement meals <input type="checkbox"/></p> <p>In the case of set menu events, customer dietary requirement forms detailing the name, dietary requirement, problem dish/component and substitution <input type="checkbox"/></p> <p>Visual communication cues such as:</p> <ul style="list-style-type: none"> • Plate pegs • Colour coded plate stickers • Colour coded order dockets • Dietary dockets that detail the customer, dietary requirement and substitution which remain with the plate through the food service <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication: Serving	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
The Dietary Requirement Management Plan includes all practical measures used to reduce the potential of miscommunication when collecting the customer's dietary requirement and communicating the customer's dietary requirement to other Staff.	<p><i>Tick all that apply:</i></p> <p>Correct use of dietary requirement terminology when speaking with a customer or third party <input type="checkbox"/></p> <p>Where possible communicate in writing for example via email with an event organiser or customer <input type="checkbox"/></p> <p>Record all orders, especially those with a dietary requirement, in clear legible writing or use a computerised system to record all dietary requirements <input type="checkbox"/></p> <p>Record dietary requirement orders in a different coloured pen or on a coloured docket <input type="checkbox"/></p> <p>A coloured dietary requirement docket template to collect all relevant information and ensure that the correct terminology is used. Relevant information includes:</p> <ul style="list-style-type: none"> • The meal ordered • Dietary requirement • Personal tolerance levels (if applicable) • Omissions • Substitutions • Personal identifying characteristics • Other relevant information, as required <p>Record personal information when taking a dietary requirement such as the persons location, seat position, physical characteristics such as hair colour <input type="checkbox"/></p> <p>Clear communication channels between Food and Beverage Staff such as a dedicated dietary requirement chef <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication: Delivering	Proposed Strategies	Compliant		If Non-Compliant, why?
		Y	N	
Management Plan includes all practical measures used to ensure a customer's dietary requirement is clearly and correctly communicated at the time of food delivery to reduce the risk of incorrect meal/food delivery.	<p><i>Tick all that apply:</i></p> <p>Clear communication from a dedicated dietary requirement chef to the Food and Beverage Staff <input type="checkbox"/></p> <p>Verbal communication supported by a legible, dietary docket provided from the chef to the Food and Beverage Staff including:</p> <ul style="list-style-type: none"> • Meal ordered, • Dietary requirement, • Dietary parameter, • Omissions, • Substitutions, • Change to cooking methods, and • Personal identifying characteristics. <p>Verbal communication with the customer reiterating information provided in the dietary docket <input type="checkbox"/></p> <p>Chefs who prepare dietary requirement meals also deliver the meal <input type="checkbox"/></p> <p>In the case of events or self-service food services signs are displayed asking people with dietary requirements to report to the Food Service Manager <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Staff Training Register

	Compliant		If Non-Compliant, why?
	Y	N	
The Staff Training Register is kept in an electronic format	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
<i>The Staff Training Register includes the following information:</i>			
I. Staff first and last name	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
II. Position within the Business	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
III. Code of course completed	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IV. Unique certificate number	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
V. Course completion date	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VI. Course expiration date	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
Staff training is up to date and accurate	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Incident Register

	Compliant		If Non-Compliant, why?
	Y	N	
The Incident Register is kept in an electronic format	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
<i>The Incident Register includes the following information:</i>			
I. Date and time of the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
II. Date incident was reported	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
III. Person reporting the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IV. Name and contact details of person/s involved	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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	Compliant		If Non-Compliant, why?
	Y	N	
V. Name and contact details of witness/es	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VI. Description of events that led to the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VII. Immediate actions taken to resolve the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VIII. If applicable, detailed further action/s required to resolve the incident or minimise the risk of the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IX. If applicable, provided a date the action was implemented	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
X. If applicable, provided evidence of the action implemented	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Continuous Improvement Register

	Compliant		If Non-Compliant, why?
	Y	N	
The Continuous Improvement Register is in an electronic format	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
The Continuous Improvement Register details all amendments made to the Dietary Requirement Management Plan	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
<i>The Continuous Improvement Register includes the following information:</i>			
I. Date improvement was identified	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
II. The clause the improvement related to within the Dietary Hawk Schedule	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
III. Detailed reason for the improvement	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IV. How the improvement was identified	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
V. The improvement required	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VI. Details for the person responsible	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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		Compliant		If Non-Compliant, why?
		Y	N	
VII.	The date the improvement was made	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VIII.	The date the improvement was effective	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IX.	Evidence of the improvement implemented e.g. version of the Dietary Requirement Management Plan	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Non-compliance summary:

Outcome:

	Number of Non-Compliances	Number of Non-Compliance Points
Minor		
Major		
Total:		

Total Number of Non-Compliance Points	Outcome
<input type="checkbox"/> 1-5	Non-Compliant. Seven days to remedy
<input type="checkbox"/> 6-17	Gap audit
<input type="checkbox"/> 18-24	Suspension
<input type="checkbox"/> >24 Points	Termination

Comments by assessor (optional):

Acknowledgement of pre-site audit:

I, _____, as an authorised representative of Dietary Hawk acknowledge that the above information was true and correct at the time of audit.

(Signed):

(Date) ___/___/___

ONSITE INITIAL AUDIT

Business name			
Date/s of audit			
Lead Auditor		Audit Team	
Purpose of the audit	<input type="checkbox"/> Initial audit <input type="checkbox"/> Biennial audit <input type="checkbox"/> Random audit <input type="checkbox"/> Gap audit <input type="checkbox"/> Other _____		

Commencement of audit

To the Chief Executive:

Dietary Hawk requires that the applying Business is informed of the following information prior to the commencement of a site visit. Please tick each of the following boxes in acknowledgment.

Audit Team	<input type="checkbox"/> All members have been introduced and I understand where each member is from <input type="checkbox"/> I understand each audit team member's role in the audit process <input type="checkbox"/> I understand that all communications throughout the audit must occur through the Lead Auditor, unless indicated otherwise by the Lead Auditor
Audit Purpose	The audit is being conducted to confirm compliance with the: <input type="checkbox"/> Dietary Hawk Dietary Requirement Standards

Audit scope	<input type="checkbox"/> The Lead Auditor has informed me of the scope of the audit, which includes details of the Dietary Hawk Dietary Requirement Standards <input type="checkbox"/> I acknowledge that findings from a part of my Business may be used as a sample to represent the broader operations of my Business
Evidence based audit process	<input type="checkbox"/> I acknowledge that it is the Applicants Business' responsibility to provide evidence of compliance and that it is not the responsibility of the audit team to locate evidence <input type="checkbox"/> The audit team will provide verbal feedback as the audit progresses <input type="checkbox"/> The audit team will review and discuss the Business's evidence, and this may include but is not limited to: <ul style="list-style-type: none"> • Dietary Requirement Management Plan • Staff rosters and Staff Registers • Continuous Improvement Register • Incident register

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	<ul style="list-style-type: none"> • Interview employees • Take photographs of the premises (while protecting the privacy of staff and consumers). This may occur prior to, during or following the site visit. <input type="checkbox"/> The main observations and audit findings will be outlined at the exit meeting at the close of the site visit
The audit report	<input type="checkbox"/> The Lead Auditor will develop an audit report/s that includes findings of compliance and non-compliance identified at audit. The audit report is reviewed prior to a decision being made on the outcome of the audit. <input type="checkbox"/> If non-compliances have been identified, an audit report and notification letter will be forwarded to the Business within fourteen (14) business days from the day after the audit was conducted. Such a report will outline any action/s required to be taken by the Business, and the notification letter will include details of any applicable timeframes.
Audit Outcome	<p>I understand that:</p> <p>For initial audits:</p> <input type="checkbox"/> If an applicant accumulates less than six non-compliance points, then the applicant must remedy the Minor Non-Compliances within seven days at which point the applicant may then be invited to enter into a Licence Agreement with Dietary Hawk to use the Trade Mark. <input type="checkbox"/> If an applicant accumulates six or more non-compliance points, then the applicant must remedy the Major and/or Minor Non-Compliances and undertake a Gap Audit as referred to in clause 8.4 to demonstrate the non-compliances have been remedied. <p>For biennial audits:</p> <input type="checkbox"/> If an Authorised User accumulates less than six non-compliance points during a Biennial Audit, then the applicant must remedy the Minor Non-Compliances within seven days and send written correspondence to Dietary Hawk detailing how the non-compliances have been remedied. <input type="checkbox"/> If an Authorised User accumulates more than five and less than 18 non-compliance points during a Biennial Audit, then they must remedy the Major and/or Minor Non-Compliances and undertake a Gap Audit as per clause 8.4 to demonstrate the non-compliances have been remedied. <input type="checkbox"/> If an Authorised User accumulates more than 17 and less than 25 non-compliance points during a Biennial Audit, they will have their Dietary Hawk Licence Agreement immediately suspended and conditions of Suspension immediately imposed as per clause 15. <input type="checkbox"/> If an Authorised User accumulates 25 or more non-compliance points during a Biennial Audit, they will have their Dietary Hawk Licence Agreement immediately terminated and conditions of Termination immediately imposed as per clause 16. <input type="checkbox"/> I understand that any rectification evidence must be sent to Dietary Hawk as a single response which is logically organised and is referenced/indexed to the relevant sub-clause/clause. <input type="checkbox"/> I understand that any corrective action undertaken for any Major or Minor Non-Compliance issues identified must be recorded in the Businesses Continuous Improvement Register. <p>For gap audits:</p> <input type="checkbox"/> If an Authorised User accumulates less than six non-compliance points during a Gap Audit, then the applicant must remedy the Minor Non-Compliances within seven days and send written correspondence to Dietary Hawk detailing how the non-compliances have been remedied. <input type="checkbox"/> If an Authorised User accumulates more than five and less than 18 non-compliance points during a Gap Audit, then they must remedy the Major and/or Minor Non-Compliances and undertake another Gap Audit to demonstrate the non-compliances have been remedied.

	<input type="checkbox"/> If an Authorised User accumulates more than 17 and less than 25 non-compliance points during a Gap Audit, they will have their Dietary Hawk Licence Agreement immediately suspended and conditions of Suspension immediately imposed as per clause 8.3.6. <input type="checkbox"/> If an Authorised User accumulates 25 or more non-compliance points during a Gap Audit, their Dietary Hawk Licence Agreement will be terminated and conditions of Termination immediately imposed as per clause 8.3.7. <input type="checkbox"/> If an Authorised User accumulates six or more Non-Compliance Points in three consecutive Gap Audits, its Dietary Hawk Licence Agreement will be terminated and conditions of Termination immediately imposed as per clause 8.4.9. <input type="checkbox"/> I understand that within 48 hours of receiving written notice that the Business is suspended or terminated, the Business must immediately cease and desist from using the Trade Mark. This includes but is not limited to removing all marketing collateral associated with Dietary Hawk and the Trade Mark from the Business and all websites, social media channels and any other business marketing or promotional materials.
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Commencement of audit - Acknowledgement of chief executive, or representative:

I, _____, as an authorised representative of	
_____ (Full Name)	_____ (Business)
acknowledge that the above information was provided to me at the commencement of the site visit. Where necessary, I have sought clarification and I fully understand the audit process, as outlined to me.	
(Signed) _____	(Date) ___/___/___

Dietary Requirement Management Plan

Cross Contact:

Cross Contact: Sourcing	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices adequately minimise risk of Cross Contact upon the delivery of food.	<p><i>Tick all that apply</i></p> <p>All food must arrive in sealed packaging <input type="checkbox"/></p> <p>Food containing common allergens, gluten, haram products and/or non-kosher products, and foods which are not typically delivered in sealed packing must be delivered in separate boxes, for example eggs or bread <input type="checkbox"/></p> <p>Food arriving in damaged packages must be returned to the supplier <input type="checkbox"/></p> <p>Food must be delivered to an incoming delivery location that reduces the risk of Cross Contact within the Business, for example a delivery bench where goods containing common allergens, gluten, haram and non-kosher ingredients are placed on the bottom shelf while other goods are placed on the top the shelf <input type="checkbox"/></p> <p>The delivery location must be cleaned and sanitised after every delivery or following a spillage/breakage <input type="checkbox"/></p> <p>Hands or utensils must be thoroughly washed after contacting foods containing common allergens, gluten, haram products and non-kosher ingredients <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Cross Contact: Storing	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices adequately minimise risk of Cross Contact during the storage of food.	<p><i>Tick all that apply:</i></p> <p>Food that contains common allergens, gluten, haram and/or non-kosher products must be stored in a different location of the kitchen or in air tight containers below foods that do not contain common allergens, gluten, haram or non-kosher products <input type="checkbox"/></p> <p>Hands or utensils must be thoroughly washed after contacting foods containing common allergens, gluten, haram and non-kosher ingredients <input type="checkbox"/></p> <p>All storage containers/packages must be thoroughly washed after use, using commercial practices and if a container/package cannot be thoroughly washed then it must be disposed of <input type="checkbox"/></p> <p>Food that contains common allergens, gluten, haram and/or non-kosher products must be stored in a different location of the kitchen or in air tight containers below foods that do not contain common allergens, gluten, haram products or non-kosher products <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Cross Contact: Mise en place, cooking and plating	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices adequately minimise the risk of Cross Contact during mise en place, cooking and plating of food.	<p><i>Tick all that apply:</i></p> <p>All Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products or non-kosher products to reduce the risk of Cross Contact via hands <input type="checkbox"/></p> <p>All Staff must follow personal hygiene practices as per FSANZ Chapter 3.3.2 and take all practical measures to ensure his or her body including what they are wearing, is not a source of Cross Contact <input type="checkbox"/></p> <p>Surfaces must be thoroughly cleaned using chemical grade cleaners, warm water and disposable paper towel at the completion of food preparation tasks <input type="checkbox"/></p> <p>All utensils must be cleaned in a commercial grade dishwasher. In situations where a commercial grade dishwasher is not available, chemical grade cleaners and hot water must be used to clean utensils and equipment. <input type="checkbox"/></p> <p>Utensils must be cleaned:</p> <ul style="list-style-type: none"> • Before preparation of dietary requirement meals or meal components, • After being used to prepare meals containing common allergens, gluten, haram products or non-kosher products, <input type="checkbox"/> • After being used to prepare a dish or a component of a dish and before moving on to another preparation task for another dish, and <p>Equipment that cannot be cleaned according to commercial standards, and despite best efforts may contain traceable amounts of common allergens, gluten, haram products or non-kosher products, or another dietary requirement substance in question must not be used to prepare a dietary requirement meal, for example a toaster or deep fryer</p> <p>All Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products or non-kosher products to reduce the risk of Cross Contact via hands</p> <p>Other strategies:</p>		<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Cross Contact: Delivering	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices adequately minimise the risk of Cross Contact during the delivery of food.	<p><i>Tick all that apply:</i></p> <p>All Staff must wash their hands as per FSANZ Chapter 3.3.2 after touching foods containing common allergens, gluten, haram products and/or non-kosher products to reduce the risk of Cross Contact via hands <input type="checkbox"/></p> <p>All Staff must follow personal hygiene practices as per FSANZ Chapter 3.3.2 and take all practical measures to ensure his or her body including what they are wearing, is not a source of Cross Contact <input type="checkbox"/></p> <p>Food containing common allergens, gluten, haram products or non-kosher products must be displayed in separate cabinets/Bain Maries and use specific utensils or serve ware <input type="checkbox"/></p> <p>Food containing common allergens, gluten, haram products or non-kosher products that are delivered to customers must be packaged in air tight containers separate from other deliveries to avoid spillage or leakage leading to Cross Contact</p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Inaccurate Identification:

Inaccurate Identification: Sourcing	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices ensure ingredients on delivery are clearly identifiable by Staff.	<p><i>Tick all that apply</i></p> <p>Incoming goods must be clearly labelled with containing ingredients <input type="checkbox"/></p> <p>Where goods are not clearly labelled a detailed ingredients list must be attainable by the Business <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Inaccurate Identification: Storing	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices ensures ingredients in storage are clearly identifiable by all employees.	<p><i>Tick all that apply:</i></p> <p>Standardised food labels <input type="checkbox"/></p> <p>Shelf labels/categories <input type="checkbox"/></p> <p>Dietary requirement matrices <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Inaccurate Identification: Mise en place, cooking and plating	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
<p>Practices within the Dietary Requirement Management Plan have been implemented and practices allow Food and Beverage Staff or any customer service staff to quickly and confidently identify ingredients in a food item, and if required identify appropriate substitutes upon service.</p> <p>Practices within the Dietary Requirement Management Plan have been implemented and practices allow customers to quickly and confidently identify if a food item is appropriate for their dietary requirement.</p>	<p><i>Tick all that apply:</i></p> <p>Dietary requirement matrices <input type="checkbox"/></p> <p>Dietary requirement substitute list <input type="checkbox"/></p> <p>Ready to eat food items that are clearly labelled with the product name and containing ingredients <input type="checkbox"/></p> <p>The use of recognised icons or abbreviations for example "CN" (contains nuts) to identify common allergens, gluten, haram and non-kosher ingredients <input type="checkbox"/></p> <p>Signage asking individuals with dietary requirements to contact staff <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Inaccurate Identification: Delivering	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
<p>Practices within the Dietary Requirement Management Plan have been implemented and practices ensure that food items and their ingredients are easily identifiable by Food and Beverage Staff when being delivered to customers to avoid confusion or incorrect meal delivery.</p>	<p><i>Tick all that apply:</i></p> <p>Clear food labels detailing the food, dietary requirement, substitution and the name of individual the meal has been prepared for <input type="checkbox"/></p> <p>Dietary requirement matrices <input type="checkbox"/></p> <p>Customer dietary requirement forms identifying individuals with dietary requirements, their dining location/position, dietary requirement, and substitution. <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication:

Miscommunication: Sourcing	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
<p>Practices within the Dietary Requirement Management Plan have been implemented and practices ensure the business sources food and ingredients appropriate for customer's dietary requirements.</p>	<p><i>Tick all that apply:</i></p> <p>Processing orders via email to ensure all orders are traceable and legible <input type="checkbox"/></p> <p>Using order form templates for dietary requirements that use specific and correct terminology and provide adequate information <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Miscommunication: Storing	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices ensure food items which are stored for a specific customer's dietary requirement, are stored in such a way that allows the customer's dietary requirement to be communicate clearly to Staff.	<p><i>Tick all that apply:</i></p> <p>Special meals/ingredients labelled with the following:</p> <ul style="list-style-type: none"> • Customer's name or other identification method, <input type="checkbox"/> • Product name, <input type="checkbox"/> • Ingredient panel, <input type="checkbox"/> • Dietary requirement catered for, including dietary requirement parameters, <input type="checkbox"/> • Omissions, and <input type="checkbox"/> • Substitutions. <input type="checkbox"/> <p>Separate storage area for dietary requirement meals that considers the management of Cross Contact <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication: Mise en Place, Cooking, Plating	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices ensure adequate communication regarding a customer's dietary requirement throughout the mise en place, cooking and plating of food for customer's with dietary requirements.	<p><i>Tick all that apply:</i></p> <p>Expectations that all Staff use the correct dietary requirement terminology <input type="checkbox"/></p> <p>No use of handwritten food orders for dietary requirement meals <input type="checkbox"/></p> <p>In the case of set menu events, customer dietary requirement forms detailing the name, dietary requirement, problem dish/component and substitution <input type="checkbox"/></p> <p>Visual communication cues such as:</p> <ul style="list-style-type: none"> • Plate pegs <input type="checkbox"/> • Colour coded plate stickers <input type="checkbox"/> • Colour coded order dockets <input type="checkbox"/> • Dietary dockets that detail the customer, dietary requirement and substitution which remain with the plate through the food service <input type="checkbox"/> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Miscommunication: Serving	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices reduce the potential of miscommunication when collecting the customer's dietary requirement and communicating the customer's dietary requirement to other Staff.	<p><i>Tick all that apply:</i></p> <p>Correct use of dietary requirement terminology when speaking with a customer or third party <input type="checkbox"/></p> <p>Where possible communicate in writing for example via email with an event organiser or customer <input type="checkbox"/></p> <p>Record all orders, especially those with a dietary requirement, in clear legible writing or use a computerised system to record all dietary requirements <input type="checkbox"/></p> <p>Record dietary requirement orders in a different coloured pen or on a coloured docket <input type="checkbox"/></p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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Miscommunication: Serving	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
	<p>A coloured dietary requirement docket template to collect all relevant information and ensure that the correct terminology is used. Relevant information includes:</p> <ul style="list-style-type: none"> • The meal ordered • Dietary requirement • Personal tolerance levels (if applicable) • Omissions • Substitutions • Personal identifying characteristics • Other relevant information, as required <p>Record personal information when taking a dietary requirement such as the persons location, seat position, physical characteristics such as hair colour <input type="checkbox"/></p> <p>Clear communication channels between Food and Beverage Staff such as a dedicated dietary requirement chef <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>		

Miscommunication: Delivering	Strategies in place and witnessed by auditor	Compliant		If Non-Compliant, why?
		Y	N	
Practices within the Dietary Requirement Management Plan have been implemented and practices ensure a customer's dietary requirement is clearly and correctly communicated at the time of food delivery to reduce the risk of incorrect meal/food delivery.	<p><i>Tick all that apply:</i></p> <p>Clear communication from a dedicated dietary requirement chef to the Food and Beverage Staff <input type="checkbox"/></p> <p>Verbal communication supported by a legible, dietary docket provided from the chef to the Food and Beverage Staff including:</p> <ul style="list-style-type: none"> • Meal ordered, • Dietary requirement, • Dietary parameter, • Omissions, • Substitutions, • Change to cooking methods, and • Personal identifying characteristics. <p>Verbal communication with the customer reiterating information provided in the dietary docket <input type="checkbox"/></p> <p>Chefs who prepare dietary requirement meals also deliver the meal <input type="checkbox"/></p> <p>In the case of events or self-service food services signs are displayed asking people with dietary requirements to report to the Food Service Manager <input type="checkbox"/></p> <p>Other strategies:</p>	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Staff Training Register

	Compliant		If Non-Compliant, why?
	Y	N	
The Staff Training Register is kept in an electronic format	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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	Compliant		If Non-Compliant, why?
	Y	N	
All current Staff, excluding those training in the Dietary Requirement Responsible Person course, have completed the Dietary Requirement Responsible Service course	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
A Staff Training Register is up to date and accurate	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
<i>The Staff Training Register includes the following information:</i>			
I. Staff first and last name	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
II. Position within the Business	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
III. Code of course completed	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IV. Unique certificate number	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
V. Course completion date	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VI. Course expiration date	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Staff Rostering

	Compliant		If Non-Compliant, why?
	Y	N	
Adequate number of Dietary Requirement Responsible Persons are rostered per shift	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Incident Register

	Compliant		If Non-Compliant, why?
	Y	N	
The Incident Register is kept in an electronic format	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
Incident Forms are easily accessible by employees	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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	Compliant		If Non-Compliant, why?
	Y	N	
An Incident Register is complete and up to date	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
Dietary Hawk was notified of major incidents within 14 days of the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
<i>The Incident Register includes the following information:</i>			
I. Date and time of the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
II. Date incident was reported	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
III. Person reporting the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IV. Name and contact details of person/s involved	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
V. Name and contact details of witness/es	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VI. Description of events that led to the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VII. Immediate actions taken to resolve the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VIII. If applicable, detailed further action/s required to resolve the incident or minimise the risk of the incident	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IX. If applicable, provided a date the action was implemented	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
X. If applicable, provided evidence of the action implemented	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
The Incident Register contains accurate information	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Continuous Improvement Register

	Compliant		If Non-Compliant, why?
	Y	N	
The Continuous Improvement Register is in an electronic format	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
The Continuous Improvement Register details all amendments made to the Dietary Requirement Management Plan	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

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	Compliant		If Non-Compliant, why?
	Y	N	
The Continuous Improvement Register details all corrective actions undertaken for any Major or Minor Non-Compliance issues identified	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
<i>The Continuous Improvement Register includes the following information:</i>			
I. Date improvement was identified	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
II. The clause the improvement related to within the Dietary Hawk Schedule	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
III. Detailed reason for the improvement	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IV. How the improvement was identified	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
V. The improvement required	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VI. Details for the person responsible	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VII. The date the improvement was made	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
VIII. The date the improvement was effective	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	
IX. Evidence of the improvement implemented e.g. version of the Dietary Requirement Management Plan	<input type="checkbox"/>	<input type="checkbox"/> Minor <input type="checkbox"/> Major	

Non-compliance summary:

	Number of Non-Compliances	Number of Non-Compliance Points
Minor		
Major		
Total:		

Outcome:

Total Number of Non-Compliance Points	Outcome
<input type="checkbox"/> 1-5	Non-Compliant. Seven days to remedy
<input type="checkbox"/> 6-17	Gap audit
<input type="checkbox"/> 18-24	Suspension
<input type="checkbox"/> >24 Points	Termination

Comments by assessor (optional):

Exit of audit

To the Chief Executive: Dietary Hawk, requires that providers and Business seeking to become Dietary Hawk certified businesses are informed of the following issues prior to the completion of a site visit. Please tick each of the following boxes in acknowledgment.

Exit Interview	At the exit interview, with relevant parties present, the auditor has outlined: <ul style="list-style-type: none"><input type="checkbox"/> the purpose and scope of the audit<input type="checkbox"/> an overview of the audit process that has occurred<input type="checkbox"/> the main areas of non-compliance<input type="checkbox"/> the audit report process and timeframes<input type="checkbox"/> the process for addressing any non-compliances identified and timeframes<input type="checkbox"/> obligations of the Business to implement any required rectifications across all operations, not only in the areas audited
-----------------------	---

Exit of audit - Acknowledgement of chief executive, or representative:

I, _____, as an authorised representative of _____	
(Full Name)	(Business)
acknowledge that the above information was provided to me at the exit of the site visit. Where necessary, I have sought clarification and I fully understand the audit process, as outlined to me.	
(Signed) _____	(Date) ___ / ___ / ___

Schedule 4

Dietary Hawk Templates and Registers

Complaints and Appeal Register (Dietary Hawk Use)

Date complaint or appeal was received	Given Name	Surname	Position	Business name	Business Address	Contact number	Contact email	Complaint or Appeal?	Details	Investigator

Complaint										
Risk of complaint (low, moderate, high)	Outcome report written? (Y/N)	Outcome communicated to complainant? (Y/N)	Date the outcome was communicated	Outcome? (A/NFA)	Disciplinary action required?	Business changes required?	Follow up required?	Date follow up required?	Sufficient action taken? (Y/N)	

Appeal						Independent mediator								
Appeal granted? (Y/N)	Outcome report written? (Y/N)	Outcome communicated to appellant? (Y/N)	Date the outcome was communicated	Was the appeal resolved? (Y/N/NA)	Mediation required? (Y/N)	Given Name	Surname	Address	Date of mediation	Mediator decision in favour of DH or Appellant?	Action required?	Follow up required?	Date follow up required?	Sufficient action taken? (Y/N)

Schedule 5

Dietary Hawk Certified Businesses Templates and Registers

COMPLAINT & APPEAL FORM

Who should complete this form?

A Dietary Hawk Certified business who wishes to lodge a complaint against Dietary Hawk or appeal a Dietary Hawk decision.

Definitions:

Complaint:

A complaint is an expression of dissatisfaction with a specific action or service associated with Dietary Hawk or an allegation involving the conduct of:

- a. Dietary Hawk
- b. Dietary Hawk auditors or staff

Appeal:

An appeal is a request for review of a decision made by Dietary Hawk which may be related to an application, an audit outcome or termination.

Instructions:

A complaint or request for appeal must be made within 14 days of the event, circumstance or decision that is the subject of the complaint or request for appeal.

Information requested in this form is necessary to investigate your complaint or request for appeal. Please ensure your responses are detailed. Lack of detail may result in a delay in the investigation. Fill in all sections clearly and carefully by writing in BLOCK LETTERS.

When completed, this form must be submitted by either:

Email: info@dietaryhawk.com.au, or

Registered post: 89 Sir Donald Bradman Drive, Hilton, 5033, SA

Dietary Hawk will provide written acknowledgement within two (2) business days of receipt. Please contact Dietary Hawk if written acknowledgment is not received.

If you have questions about this form or require assistance completing this form, contact Dietary Hawk on (08) 844 34343.

I want to make a:	
<input type="checkbox"/> Complaint	<input type="checkbox"/> Appeal

Business details:

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Miss
Surname		Given name/s		
Business name		Job title		
Business contact number		Mobile		
Email				

Details of complaint or appeal

Date of the event, circumstance or decision that is the subject of the complaint or request for appeal	___/___/___
Description of the event, circumstance or decision that is the subject of the complaint or request for appeal (attach supporting documentation if applicable):	
Have steps been taken to resolve this issue? If yes, please provide details:	
What outcome would you like to see from raising this complaint/request for appeal?	

Declaration

- I declare that the information provided in this form is, to the best of my knowledge, true and correct.
- I acknowledge that Dietary Hawk will use information provided in this form to investigate the complaint or appeal.
- The Business agrees to participate in this investigation, if required by Dietary Hawk.
- I understand that this information may be used for the continuous improvement of Dietary Hawk's operations.

Signature		Date	/ /
Surname		Given name	

Dietary Hawk Office use only

<input type="checkbox"/> Form checked for completeness	Date		Initials	
<input type="checkbox"/> Acknowledgment of receipt made in writing within two (2) business days receipt	Date		Initials	
Resolution and advice due by (within 30 business days):	Date			
<input type="checkbox"/> Details of investigation – include details of dates, party/ies, discussions and documentation reviewed:	Date		Initials	
<input type="checkbox"/> Extension of investigation	Revised date		Initials	
Reason for extension:				
<input type="checkbox"/> All parties advised of the extended date and reason for extension	Date		Initials	
<input type="checkbox"/> Progress update provided to all parties, as required	Date		Initials	
<input type="checkbox"/> Outcome reached	Date		Initials	
Details of outcome reached:		Reasons for outcome:		
Required action:				
<input type="checkbox"/> All parties advised of outcome and reason in writing (within 30 business days of receipt or as per extension date)	Date		Initials	
<input type="checkbox"/> <i>Complaint and Appeal Register</i> updated	Date		Initials	
<input type="checkbox"/> <i>Continuous Improvement Register</i> updated with future opportunities to be considered raised in the investigation of this complaint/appeal (if applicable)	Date		Initials	

DIETARY REQUIREMENT MANAGEMENT PLAN

Business name:		Version number:	
Date implemented:		Date for review:	

Sourcing

Cross Contact

Inaccurate identification

Miscommunication

Storing

Cross Contact

Inaccurate identification

Miscommunication

Serving

Cross Contact

Inaccurate identification

Miscommunication

Mise en place

Cross Contact

Inaccurate identification

Miscommunication

Cooking

Cross Contact

Inaccurate identification

Miscommunication

Plating

Cross Contact

Inaccurate identification

Miscommunication

Delivering

Cross Contact

Inaccurate identification

Miscommunication

INCIDENT REPORT FORM

Who should complete this form?

A staff member who is reporting an incident which has occurred at a Dietary Hawk Certified business where they were working at the time of the incident.

Incident:

Any event, intentional or unintentional, which results in a near miss or harm to a person, relating to dietary requirement management at a Dietary Hawk certified business.

Instructions:

Information requested in this form is necessary to investigate the incident. Please ensure your responses are detailed. Fill in all sections clearly and carefully by writing in BLOCK LETTERS.

When completed, this form is to be emailed to info@dietaryhawk.com.au. This form must be submitted to Dietary Hawk within 14 business days of the incident occurring so that Dietary Hawk can investigate the incident in a timely manner. Dietary Hawk will provide written acknowledgement of receipt within two (2) business days of submission. Please contact Dietary Hawk if written acknowledgment is not received.

If you have questions about this form or require assistance completing this form, contact Dietary Hawk on 08 8443 4343.

Your details:			
Surname		Given name	
Contact number	()	Date of birth	/ /
Email			
Address			
Suburb		Postcode	

Details of the incident	
Date and time of the incident	Date: ___/___/___ Time: ___:___ am/pm
Date incident was reported	Date: ___/___/___

Description of the incident:

Description of events that led to the incident:

Immediate actions taken by the Business to resolve the incident:

Details of person/s involved			
Surname		Given name/s	
Involvement/ relationship to site			
Signature		Date	/ /
Surname		Given name/s	
Involvement/ relationship to site			
Signature		Date	/ /

Details of witness/es (if applicable)			
Surname		Given name/s	
Involvement/ relationship to site			
Signature		Date	/ /
Surname		Given name/s	
Involvement/ relationship to site			
Signature		Date	/ /

Declaration			
<input type="checkbox"/> I declare that the information provided in this form is, to the best of my knowledge, true and correct.			
<input type="checkbox"/> I acknowledge that the Business will use information in this form to investigate the incident.			
<input type="checkbox"/> I acknowledge that Dietary Hawk may use information in this form to investigate the incident.			
<input type="checkbox"/> I agree to participate in this investigation, if required by the Business or Dietary Hawk.			
<input type="checkbox"/> I declare that individuals involved in the incident, including witnesses, agree to participate in the investigation, if required by the Business or Dietary Hawk.			
<input type="checkbox"/> I understand that this information may be used for the continuous improvement of the Business's operations and Dietary Hawk's operations.			
Signature		Date	/ /
Surname		Given name	

Office use only

<input type="checkbox"/> Form checked for completeness	Date		Initials	
<input type="checkbox"/> Submitted to Dietary Hawk within 14 business days of the incident	Date		Initials	
<input type="checkbox"/> Acknowledged of receipt made in writing from Dietary Hawk within two (2) business days of receipt	Date		Initials	

Is further action required? If yes, provide details:				
Resolution and advice due by (within 30 business days of reporting date)	Date		Initials	
<input type="checkbox"/> Details of investigation – include details of dates, party/ies, discussions and documentation reviewed	Date		Initials	

<input type="checkbox"/> Extension of investigation	Revised date		Initials	
Reason for extension:				
<input type="checkbox"/> All parties advised of the extended date and reason for extension	Date		Initials	
<input type="checkbox"/> Progress update provided to all parties, as required	Date		Initials	
<input type="checkbox"/> Outcome reached	Date		Initials	
<input type="checkbox"/> All parties, including Dietary Hawk, advised of outcome and reason in writing (within 30 business days of receipt or as per extension date)	Date		Initials	
<input type="checkbox"/> <i>Incident Register</i> updated	Date		Initials	
<input type="checkbox"/> <i>Continuous Improvement Register</i> updated with future opportunities to be considered raised in the investigation of this complaint/appeal (if applicable)	Date		Initials	

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Continuous Improvement Register (Dietary Hawk Certified Business)

Item number	Date improvement was identified	What clause did this improvement relate to within the Dietary Hawk Schedule	Reason for improvement	How was the improvement identified?	Describe the improvement required	Person Responsible	Date improvement was made	Date improvement was effective	Evidence for the implemented improvement (e.g. version of the Dietary Requirement Management Plan)
EXAMPLE	14.04.2019	1.4.5.1	Not practical to send back damaged packaging to food manufacturer	Staff member	Change Dietary Requirement Management Plan to state 'Bin all items which are damaged!' Update signage at delivery location.	Matt Smith	18.04.2019	01.05.2019	Dietary Requirement Management Plan Version 2
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									

Incident Report Register (Dietary Hawk Certified business)

Incident number	Date and time of the incident	Date incident was reported	Person reporting the incident	Name and contact details of person/s involved	Name and contact details of witness/es	Incident details	Description of events that led to the incident	Immediate actions taken to resolve the incident	Is further action required i.e. to resolve the incident or minimise the risk of the incident? If yes, please describe?	Date action was implemented	Evidence of action implemented
	14.04.2019, 7.30pm	14.04.2019	Matt Smith	Sally Carr- 0407 782 115	Peter Hanson- 0424 222 616	Sally had a vegan dietary requirement. Meal was provided, although dairy was not omitted	Misscommunication between customer and food and beverage attendant	Manager apologises to the customer. Customer provided with appropriate meal. Customer pleased with outcome.	No	N/A	NA
1											
2											
3											
4											
5											
6											
7											
8											
9											

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Schedule 6

General Public Templates

COMPLAINT FORM

Who should complete this form?

Anyone from the general public who wishes to lodge a complaint against a Dietary Hawk Certified business.

Definitions

Complaint:

A complaint is an expression of dissatisfaction with a specific action or service associated with a Dietary Hawk Certified business.

Instructions:

Information requested in this form is necessary to investigate the complaint. Lack of detail may result in a delay in the investigation. Please ensure your responses are detailed. Fill in all sections clearly and carefully by writing in BLOCK LETTERS.

When completed, this form must be submitted by either:

Email: info@dietaryhawk.com.au

Registered post: 89 Sir Donald Bradman Drive, Hilton, 5033, SA

Dietary Hawk will provide written acknowledgement within two (2) business days of receipt. Please contact Dietary Hawk if written acknowledgment is not received.

If you have questions about this form or require assistance completing this form, contact Dietary Hawk on 08 8443 4343.

Your details:			
Surname		Given name	
Contact number	()	Date of birth	/ /
Email			
Address			
Suburb		Postcode	

Details of the complaint

Date of the event or circumstance that led to the complaint

Date:

____/____/____

Description of the complaint (attach supporting documentation if applicable):

Have steps been taken to resolve this issue? If yes, please provide details:

What outcome would you like to see from raising this complaint?

Declaration

- I declare that the information provided in this form is, to the best of my knowledge, true and correct.
- I acknowledge that Dietary Hawk will use information provided in this form to investigate the complaint.
- I agree to participate in this investigation anonymously, if required by Dietary Hawk.
- I understand that this information may be used for the continuous improvement of Dietary Hawk's operations.

Signature

Date

/ /

Surname

Given name

Office use only

<input type="checkbox"/> Form checked for completeness	Date		Initials	
<input type="checkbox"/> Acknowledged of receipt made in writing within two (2) business days of receipt	Date		Initials	
Resolution and advice due by (within 30 business days of receipt)	Date		Initials	
<input type="checkbox"/> Details of investigation – include details of dates, party/ies, discussions and documentation reviewed	Date		Initials	
<input type="checkbox"/> Extension of investigation	Revised date		Initials	
Reason for extension:				
<input type="checkbox"/> All parties advised of the extended date and reason for extension	Date		Initials	
<input type="checkbox"/> Progress update provided to all parties, as required	Date		Initials	
<input type="checkbox"/> Outcome reached	Date		Initials	
Details of outcome reached:		Reason for outcome:		
Required action:				
<input type="checkbox"/> All parties advised of outcome and reason in writing (within 30 business days of receipt or as per extension date)	Date		Initials	
<input type="checkbox"/> <i>Complaints Register</i> updated	Date		Initials	
<input type="checkbox"/> <i>Continuous Improvement Register</i> updated with future opportunities to be considered raised in the investigation of this complaint/appeal (if applicable)	Date		Initials	

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INCIDENT AND HAZARD REPORT FORM

Who should complete this form?

Anyone from the general public who wishes to report an incident or hazard which has occurred at a Dietary Hawk Certified business.

Definitions

Incident:

Any event, intentional or unintentional, which results in a near miss or harm to a person, relating to dietary requirement management at a Dietary Hawk certified business.

Hazard:

An event or situation relating to dietary requirement management that has the potential of causing harm to a person.

Instructions:

All Incidents and Hazards must be immediately reported to Dietary Hawk so that they can be dealt with as a priority.

Information requested in this form is necessary to investigate the incident or hazard. Please ensure your responses are detailed. Lack of detail may result in a delay in the investigation. Fill in all sections clearly and carefully by writing in BLOCK LETTERS.

When completed, this form must be submitted by either:

Email: info@dietaryhawk.com.au

Registered post: 89 Sir Donald Bradman Drive, Hilton, 5033, SA

Dietary Hawk will provide written acknowledgement within two (2) business days of receipt. Please contact Dietary Hawk if written acknowledgment is not received.

If you have questions about this form or require assistance completing this form, contact Dietary Hawk on (08) 8443 4343.

Your details:			
Surname		Given name	
Contact number	()	Date of birth	/ /
Email			
Address			
Suburb		Postcode	

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I want to report a:

Incident

Hazard

Details of the incident or hazard

Date and time of the incident or hazard

Date: ____/____/____

Time: ____:____ am/pm

Name of business where the incident or hazard took place

Description of the incident or hazard:

Description of events that led to the incident or hazard:

If applicable, actions taken by the Dietary Hawk Certified business to resolve the incident or hazard:

Details of person/s involved (if applicable)

Surname		Given name	
Involvement/ relationship to site			
Signature		Date	/ /
Surname		Given name	
Involvement/ relationship to site			
Signature		Date	/ /

Details of witness/es (if applicable)

Surname		Given name	
Involvement/ relationship to site			
Signature		Date	/ /
Surname		Given name	
Involvement/ relationship to site			
Signature		Date	/ /

Declaration

- I declare that the information provided in this form is, to the best of my knowledge, true and correct.
- I acknowledge that Dietary Hawk will use information provided in this form to investigate the incident or hazard.

<input type="checkbox"/> I agree to participate in this investigation anonymously, if required by Dietary Hawk. <input type="checkbox"/> I understand that this information may be used for the continuous improvement of Dietary Hawk's operations.			
---	--	--	--

Signature		Date	/ /
Surname		Given name	

Dietary Hawk Office use only

<input type="checkbox"/> Form checked for completeness	Date		Initials	
<input type="checkbox"/> Acknowledged of receipt made in writing within two (2) business days of receipt	Date		Initials	
Resolution and advice due by (within 30 business days of receipt)	Date		Initials	
<input type="checkbox"/> Details of investigation – include details of dates, party/ies, discussions and documentation reviewed	Date		Initials	
<input type="checkbox"/> Extension of investigation	Revised date		Initials	
Reason for extension:				
<input type="checkbox"/> All parties advised of the extended date and reason for extension	Date		Initials	
<input type="checkbox"/> Progress update provided to all parties, as required	Date		Initials	
<input type="checkbox"/> Outcome reached	Date		Initials	
Details of outcome reached:		Reason for outcome:		
Required action:				
<input type="checkbox"/> All parties advised of outcome and reason in writing (within 30 business days of receipt or as per extension date)	Date		Initials	
<input type="checkbox"/> <i>Incident and Hazards Register</i> updated	Date		Initials	
<input type="checkbox"/> <i>Continuous Improvement Register</i> updated with future opportunities to be considered raised in the investigation of this complaint/appeal (if applicable)	Date		Initials	

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Schedule 7

Trade Mark



Schedule 8

Licence Agreement

- 2.1. the singular includes the plural and vice versa;
- 2.2. a reference to “dollars” or “\$” is to Australian currency;
- 2.3. reference to one gender includes the other gender;
- 2.4. a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- 2.5. a reference to any party to this Agreement or any other agreement or document includes that party’s heirs, successors and permitted assigns;
- 2.6. where a party comprises more than one person, this Agreement applies to all of them together and each of them separately;
- 2.7. this Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the parties’ agreement. No rule resolving a doubt as to interpretation against the party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions;
- 2.8. this Agreement constitutes the entire agreement of the parties relating to it and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation to it.

3. Appointment of Authorise User

- 3.1. Subject to the terms of this Agreement the Licensor grants to the Authorised User for the Term, the non-exclusive, non-assignable licence to use the Trade Mark in Australia upon or in relation to the Services for which the Trade Mark are registered (“Services”).
- 3.2. This Agreement shall operate upon the execution and mutual exchange by both parties.

4. Payments

- 4.1. In consideration of the Licence granted, the Authorised User must pay the Licensor all fees quoted by Dietary Hawk which are GST inclusive.

5. Application of standards

- 5.1. The Authorised User must adhere to and abide by all of the standards set out in the Dietary Hawk Rules, available on the Dietary Hawk website.

6. Promotion

- 6.1. The Authorised User agrees to use the Trade Mark solely in respect of the Services, and to ensure that the Trade Mark appear in all promotional material prescribed by the Licensor.
- 6.2. The Authorised User must ensure that no advertising or promotional material produced under this Agreement contravenes the Trade *Practices Act 1975* (Cth) or similar legislation in any jurisdiction in the Territory and guidelines of the Trade Practices Commission in relation to promotion of the Services.

7. Registration of Authorised User's other rights under the Act

- 7.1. The Licensor may join with the Authorised User in applying promptly after the execution of this Agreement to the Registrar of Trade Mark in Australia to record the Authorised User's interest as an authorised user of the Trade Mark in relation to the Services.
- 7.2. The Authorised User is only entitled to exercise the rights licensed under this Agreement in respect of the Trade Mark unless the Authorised User obtains the prior consent of the Licensor.

8. Execution

- 8.1. The parties agree to execute all documents and do all acts as may be required to record the Authorised User as an authorised user.

9. Quality control of Services

- 9.1. The Authorised User must not use the Trade Mark either by themselves or as part of any other identification or name in relation to any Services not manufactured, produced, provided or supplied by the Licensor or in conformity with the Licensor's standards, samples or directions.
- 9.2. The Authorised User must ensure that the Services provided by the Authorised User must comply with standards set and directions given by the Licensor from time to time.
- 9.3. The Authorised User must permit any officer or agent of the Licensor, who is authorised in writing for that purpose, to enter upon any premises of the user during normal business hours by appointment in order to inspect the circumstances of manufacture, production, provision or supply of the Services and the use or application of the Trade Mark. The officer or agent is entitled to take samples and to carry out tests for the purpose of examination and testing for compliance with the terms of this Agreement.

10. Maintenance and inspection of records

- 10.1. The Authorised User must keep and maintain records in relation to the Trade Mark as required by the Rules.
- 10.2. The Authorised User must, at the request of the Licensor, supply such information and document(s) as requested by the Licensor.

11. No agency

- 11.1. The Authorised User must not:
 - 11.1.1. In any manner describe itself or hold itself out as the agent of the Licensor and the Licensor cannot be or become liable whatsoever in respect of the manufacture, production, provision or supply of the Services or any other transactions relating to the Services entered into by the Authorised User with any other party;
 - 11.1.2. at any time during the continuance of this Agreement or after termination of this Agreement disclose or make known any confidential information relating to the manufacture production, provision or supply of the Services;
 - 11.1.3. grant any right, licence or authority to any third party whether at common law or otherwise to use the Trade Mark in relation to any Services; and
 - 11.1.4. represent the Trade Mark or use the Licensor's name without submitting to the Licensor the proposed marked Services for its prior consent.

12. Title

- 12.1. The Authorised User acknowledges the Licensor's title to the Trade Mark in Australia and the validity of the Licensor as the registered proprietor under the Act and undertakes not to take any action which would or might:
 - 12.1.1. invalidate or put in dispute the Licensor's title;
 - 12.1.2. oppose any application for registration of the Trade Mark or invalidate any registration of the Trade Mark in due course;
 - 12.1.3. support an application to remove any Trade Mark as a registered Trade Mark;
 - 12.1.4. cause any Registrar of Trade Mark to require a disclaimer of a monopoly in any Trade Mark or part of them;

- 12.1.5. nor will the Authorised User assist any other person directly or indirectly in any of the above acts.
- 12.2. The Authorised User undertakes not to:
 - 12.2.1. apply, vary or cancel any record under the Act of its interest as an authorised user of any Trade Mark in respect of the Services without the express written authority of the Licensor;
 - 12.2.2. register as a trade mark any device, word or other identification identical to or similar to the Trade Mark in respect of any services or enterprises;
 - 12.2.3. commit any act or omission which would or might invalidate any goodwill, registration or title of the Licensors in the Trade Mark;
 - 12.2.4. cause or assist any person to do any of the things set out in 12.2.1, 12.2.2, and/or 12.2.3 above.
- 12.3. Unless otherwise agreed in writing the Authorised User must whenever the Trade Mark is used accompany such use with words indicating that the Trade Mark is the registered Trade Mark of the Licensor.

13. Similar marks

- 13.1. The Authorised User shall not use in its business any other Trade Mark or logo which is similar to or substantially similar to or so nearly resembles any of the Trade Mark as to be likely to cause deception or confusion among the public.

14. Maintenance of value

- 14.1. The Authorised User must use its best endeavours to preserve the value and validity of the Trade Mark and in particular must:
 - 14.1.1. endeavour to create, promote and retain the goodwill in its business relating to the manufacture, production, provision or supply of the Services;
 - 14.1.2. use the Trade Mark in the manner appearing in the Schedule;
 - 14.1.3. not use the Trade Mark accompanied by words describing the services or any of them unless the Trade Mark are distinguished from the descriptive surrounding and adjacent text.

15. Marketing materials

- 15.1. The Licensor must provide the Authorised User with such marketing and sales materials as are in its possession when reasonably requested by the

Authorised User, and will otherwise assist the Authorised User to market and promote the Services in Australia.

16. Infringement proceedings

- 16.1. The Authorised User undertakes to the Licensor that it must do all things reasonably necessary for the protection of the Trade Mark against deregistration or infringement.
- 16.2. In the event that:
- 16.2.1. the Authorised User receives notice of any infringement or threatened infringement of any of the Trade Mark or any common law passing off by reason of imitations of get up or otherwise;
 - 16.2.2. any third party alleges or claims that the Trade Mark is liable to cause deception or confusion to the public,
- 16.3. The Authorised User must notify the Licensor giving particulars and provide all information and assistance to the Licensor in the event that the Licensor commences or defends proceedings in relation to the above claims or infringements. Any such proceedings will be under the control and at the expense of the Licensor.
- 16.4. In the event that the Licensor does not commence or defend proceedings in relation to claims or infringements of the Trade Mark within two (2) months of receiving notification of them from the Authorised User, the Authorised User may institute proceedings in its own name as if it were the Licensor (joining the Licensor as a defendant) and the Licensor is not liable for any cost unless it takes part in the proceedings.

17. Protection of the Trade Mark

- 17.1. Unless otherwise agreed in writing, whenever any of the Trade Mark is used, the Authorised User must accompany it with words indicating that the Trade Mark is the Licensor's registered Trade Mark.
- 17.2. The Authorised User will not use any other Trade Mark or logo in its business which:
- 17.2.1. is similar to;
 - 17.2.2. substantially similar to; or
 - 17.2.3. so nearly resembles,
- the Trade Mark so as to be likely to cause deception or confusion among the public.

- 17.3. The Authorised User must use its best endeavours to preserve the value and validity of the Trade Mark. In particular, the Authorised User must:
- 17.3.1. endeavour to create, promote and retain the goodwill in its business relating to the manufacture, production, provision or supply of the Services;
 - 17.3.2. use the Trade Mark in the manner described in any style guide provided by the Licensor;
 - 17.3.3. give prominence to the Trade Mark in all advertising, displays and literature undertaken or published by or on behalf of the Authorised User on or in relation to the Services; and
 - 17.3.4. not use the Trade Mark accompanied by words describing the Services unless the Trade Mark is distinguished from the descriptive surrounding and adjacent text.

18. Compliance with Dietary Hawk's Rules

- 18.1. The Authorised User must ensure that it complies with the Dietary Hawk's Rules at all times.

19. Indemnity

- 19.1. The Authorised User must at all times keep the Licensor indemnified from and against all claims, demands, actions, proceedings or prosecutions which may be brought, commenced or prosecuted against the Licensor or in which the Licensor may be involved in consequence of or relating to the manufacture, production, provision or supply of the Services by the Authorised User. The indemnity will extend to all costs, damages and expenses incurred by the Licensor.

20. Termination

- 20.1. Without prejudice to any right or remedy which the Licensor may have against the Authorised User for breach of this Agreement, the Licensor has the right to terminate the authority to use the Trade Mark and this Agreement at any time without notice to the Authorised User:
- 20.1.1. upon the happening of any of the following insolvency events:
 - 20.1.1.1. the Authorised User ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;

- 20.1.1.2. a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to the Authorised User or any of its assets;
 - 20.1.1.3. the Authorised User enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;
 - 20.1.1.4. a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the Authorised User;
 - 20.1.1.5. if any liquidator, receiver or manager enters into possession of any of the assets of the Authorised User;
 - 20.1.1.6. anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;
- 20.1.2. if the Authorised User commits a breach of any of the provisions of this Agreement and does not remedy the breach after receiving notice from the Licensor specifying the nature of the default within the timeline specified in the notice;
 - 20.1.3. if for any reason the Authorised User ceases to provide the Services;
 - 20.1.4. if the Authorised User commits a breach of the Dietary Hawk Rules;
 - 20.1.5. in accordance with clause 16.0 of the Rules.

21. Consequences of termination

On termination of this Agreement, from the date of termination the Authorised User must:

- 21.1. stop all use of the Trade Mark;
- 21.2. do all acts and execute all documents as necessary to secure cancellation of registration of the Authorised User as a registered user;
- 21.3. deliver up to the Licensor any advertising, display aids or literature produced by or on behalf of the Authorised User;
- 21.4. deliver up to the Licensor any other documents or objects in the Authorised User's possession which relate to the Trade Mark.

22. Warranties

22.1. The Licensor warrants that:

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- 22.1.1. it has absolute title to the Trade Mark;
 - 22.1.2. there are no outstanding encumbrances or other matters affecting its capacity to authorise the Authorised User to use the Trade Mark;
 - 22.1.3. the Licensor has no knowledge of prior use of the Trade Mark by any other party (only if exclusive).
- 22.2. The Licensor indemnifies the Authorised User against loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the Authorised User in consequence of any breach of warranty by the Licensor (unknown to the Authorised User) of the warranty in clause 22.1.

23. Compliance with Licensor's directions

- 23.1. If, in the view of the Licensor, the Authorised User uses the Trade Mark in any way that does not comply with terms and conditions of this Agreement and/or the Dietary Hawk Rules, then the Licensor may demand the Authorised User immediately cease using the Trade Mark.
- 23.2. The Authorised User must comply with the Licensor's demands at its own expense.

24. Insurance

- 24.1. The Authorised User must, at its own expense, take out and keep up to date the following insurance policies in the Authorised User's name with an insurance company approved by the Licensor:
 - 24.1.1. Policy of insurance in respect of product liability for an amount not less than AUD\$20 million, with the period of cover to be not less than the term prior to this Agreement.

25. Notices

Notices must be in writing, in English, and may be given by an authorised representative of the sender. Notice must be given in one of the following means:

- 25.1. It may only be given to a person:
 - 25.1.1. personally;
 - 25.1.2. by sending it by pre-paid mail to the person's address last notified;
 - 25.1.3. by sending it by facsimile to the person's facsimile number last notified and then confirming it by pre-paid mail to the person's address last notified

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25.2. It is deemed to be received by a person:

25.2.1. if sent by pre-paid mail, three (3) Business Days after posting;

However, if the notice is deemed to be received on a day which is not a Business Day or after 5.00pm, it is deemed to be received at 9.00am on the next Business Day.

25.3. If two or more people comprise a party, notice to one is effective notice to all.

26. Acknowledgements

The parties acknowledge and confirm that:

26.1. the Recitals contained herein are true and correct and that they form part of this Agreement;

26.2. he, she or it (as the case may be) has received independent legal advice prior to execution of this Agreement;

26.3. the terms and conditions of this Agreement have been explained to him, her or it (as the case may be); and

26.4. he, she or it (as the case may be) understands the effect of the terms and conditions of this Agreement.

27. General provisions

27.1. Applicable law

This Agreement is governed by the laws of the State of South Australia and the parties submit to the jurisdiction of the courts of that State.

27.2. GST

27.2.1. In this section, all terms have the meaning given to them by the:

27.2.1.1. A New Tax System (Goods and Services Tax) Act 1999; and

27.2.1.2. A New Tax System (Goods and Services Tax) Regulations 1999

as amended from time to time and all material published by the Australian Taxation Office.

27.2.2. The parties agree that all amounts payable under this Agreement are inclusive of GST.

27.2.3. In any Taxable Supply under this Agreement the Authorised User must, subject to the Licensor providing the Authorised User with a

Tax Invoice, pay to the Licensor an additional amount on account of the GST payable in respect of the Taxable Supply within fourteen (14) days of receiving that Tax Invoice.

27.2.4. If the amount of GST liability of the Licensor under this Agreement differs from the amount of GST paid by the Licensor, because of the occurrence of an Adjustment Event, then the Licensor must issue an Adjustment Note to the Authorised User within seven (7) days of the Adjustment Event. The amount of GST paid by the Authorised User will be adjusted accordingly by a further payment by the Authorised User to the Licensor, or by the Licensor to the Authorised User, as the case requires, within seven (7) days of the Licensor issuing that Adjustment Note to the Authorised User.

27.2.5. If any penalty, interest, or additional tax (“Extra Liability”) is imposed in relation to the GST payable under this Agreement by a party (“Paying Party”) as a result of the other party’s default (“Defaulting Party”) under this Agreement, the Defaulting Party must pay to the Paying Party the amount of any such Extra Liability within fourteen (14) days after the Paying Party provides the Defaulting Party with proof of the Extra Liability. A notice from the ATO will be sufficient proof of the Extra Liability.

27.3. **Charges**

All stamp duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and must be paid by the Authorised User.

27.4. **Non-exclusive rights**

The rights granted by this Agreement to the Authorised User are non-exclusive.

27.5. **Assignment**

The Authorised User must not assign all or any of its rights in this Agreement without the prior written consent of the Licensor.

27.6. **Amendments**

This Agreement may not be varied except in writing signed by all of the parties.

27.7. **Severability**

If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of remaining provisions are not affected.

27.8. **Entire agreement**

This Agreement records the entire agreement between the parties and replaces all representations, warranties or proposals not embodied herein.

27.9. **Variation**

This Agreement or any part thereof may only be varied modified, amended or adder to only in writing executed by the parties.

27.10. **Waiver**

Failure to exercise, or any delay in exercising, any right, power or remedy by a party does not operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

27.11. **Liability**

27.11.1. Whilst all reasonable care is taken by the Licensor in assessing the dietary requirement management of food businesses, the Licensor does not guarantee that every dietary requirement, food safety or other work or health risk has been identified and no guarantee is offered to customers, or staff, or implied in licensing the use of the Trade Mark.

27.11.2. The Licensor does accept liability for incorrect information that has been provided, nor can it accept liability for incorrect practices of the Authorised User.

27.12. **Inconsistency**

If there is any inconsistency between this Agreement and the Rules the Licence Agreement shall prevail to the extent of that inconsistency.

27.13. **Further assurances**

The parties must sign (and where applicable, procure the signing of) anything else which may be necessary or desirable to give full effect to this Agreement.

EXECUTED as an Agreement.

Executed by [*name of Licensor*]

.....

Director

.....

Name (please print)

.....

Director/Company Secretary

.....

Name (please print)

or

.....

Sole Director and Sole Company Secretary

.....

Name (please print)

Executed by [*name of Authorised User*]

.....

Director

.....

Name (please print)

.....

Director/Company Secretary

.....

Name (please print)

or

.....

Sole Director and Sole Company Secretary

.....

Name (please print)

Schedule A

Dietary Hawk Authorised User

Company details

Company name:

ABN:

Business Details

Business name:

ACN:

Street:

Suburb:

State:

Postcode:

Venue phone number:

Venue email address:

Venue manager name:

Venue manager phone number:

Venue manager email address:

Business owner (s)

Name:

Postal address

Street:

Suburb:

State:

Postcode:

Contact number:

Name:

Postal address

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Date: 18 August 2019

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Street:

Suburb:

State:

Postcode:

Contact number:

Schedule B

