

## Scores on Doors Participation Agreement

### Parties

Council (Council)

Participating business executing this agreement (You)

### Terms of Scheme

#### 1. Period of participation

You agree to participate in the Scheme for a period of twelve months from signing unless it is terminated earlier in accordance with its terms.

#### 2. No opt out during minimum period

You may not opt out of the Scheme before this period expires, even if You are dissatisfied with your rating.

#### 3. When you are rated

- 3.1 You are rated under the Scheme at each unannounced inspection carried out by Council as part of existing food safety inspection functions.
- 3.2 Council will not carry out any additional inspections solely for the purposes of the Scheme, however they may conduct a re-inspection upon request which may be charged.
- 3.3 If Council investigates a complaint and that complaint is proven, or if Council believes the food safety standards have dropped You are ineligible to display a rating. Council must first reinspect your business and issue another rating to You before it can be displayed.

#### 4. Basis of your rating

- 4.1 Your rating is based on your level of compliance with the Food Standards Code at the date of the unannounced inspection, as assessed and scored by Council using a standard inspection checklist. Points are accrued for non-compliance.
- 4.2 For the purposes of the Scheme You can potentially be rated, as at the date of the unannounced inspection, as:

★ ★ ★ ★ ★ (Excellent)

★ ★ ★ ★ (Very good)

★ ★ ★ (Good)

#### 5. Certificate

Within seven (7) days of an unannounced food safety inspection, Council will issue You with a Scores on Doors rating Certificate. The Certificate remains at all times the joint property of NSW Food Authority and Council.

#### 6. Display Certificate on premises

- 6.1 Unless You request a review of a rating in accordance with the agreement You must display your Certificate within seven (7) days of its receipt.
- 6.2 You must not display a false Certificate or a Certificate that is not your most recently issued Certificate.
- 6.3 If You request a review of your rating in accordance this agreement You must display your Certificate (or, if a revised Certificate is issued, the revised Certificate) within seven (7) days of the review being completed.
- 6.4 Your Certificate must be displayed at each public entrance to the assessed premises, for the whole period of this Agreement.

#### 7. Publication of your rating by Council

- 7.1 Council may identify You and publish your most recently issued rating on its web site, but will not publish a rating if a review of it is underway and not yet concluded.
- 7.2 Council will stop publishing your most recently issued rating on its web site when this agreement terminates.

**8. Review of your rating**

- 8.1 If you are dissatisfied with a Scores on Doors rating You may, within seven (7) days of receipt of your Certificate, ask Council to review the rating, in writing.
- 8.2 Council will review your rating and advise you of its determination within 14 days of receipt of your request. The review will be an internal desk review by a Council officer other than the inspector who conducted the initial assessment. It will not involve a further inspection of your premises.
- 8.3 If Council's review results in an amended rating Council will issue you with a revised Certificate. Otherwise, it will notify you that your Certificate remains unchanged.

**9. Name and shame**

The Scheme operates separately to the Name and Shame scheme operated by NSW Food Authority and will have no effect upon this latter scheme or upon the exercise of regulatory functions in relation to food safety.

**10. Term and termination**

- 10.1 This Agreement continues until it is terminated in accordance with this clause.
- 10.2 This Agreement automatically terminates if:
- (i) You are a company and your majority shareholding changes hands;
  - (ii) Your business is sold to someone else; or
  - (iii) if the Scheme is terminated.
- 10.3 Council may terminate this agreement at any time by notice to You if You breach any of its terms.

<b>Execution</b>	
<p>Signed on behalf of:</p> <p>.....</p> <p>(name of participating business)</p> <p>ABN:.....</p> <p>Address:.....</p> <p>.....</p> <p>by its duly authorised officer:</p> <p>.....</p> <p>(signature)</p> <p>.....</p> <p>(printed name and position of officer)</p> <p>.....</p> <p>Date</p>	<p>Signed on behalf of:</p> <p>.....</p> <p>(name of council)</p> <p>by its duly authorised officer:</p> <p>.....</p> <p>(signature)</p> <p>.....</p> <p>(printed name and position of officer)</p> <p>.....</p> <p>Date</p>