

AGREEMENT TO DISPLAY THINK FOOD SAFE LOGO

BETWEEN: **BUNDABERG REGIONAL COUNCIL**, 190 Bourbong Street, Bundaberg in the State of Queensland (“Council”)

AND: _____
Licensee name

_____ (“Licensee”)
Business name and address

Food Licence No: _____

1 BACKGROUND

- 1.1 Bundaberg Regional Council operates a food safety rating program, Think Food Safe. Think Food Safe is a voluntary program that is made available to eligible food businesses in the Bundaberg region.
- 1.2 Think Food Safe allows for the display of a Think Food Safe logo for businesses operating in compliance with the Food Safety Standards.

2 DEFINITIONS

- 2.1 In this document the following words have the following meanings:
 - “**Act**” means the *Food Act 2006* (Qld);
 - “**Agreement**” means this Agreement;
 - “**Contract Date**” means the date the last party executes this Agreement;
 - “**Food Safety Standards**” means Chapter 3, Food Safety Standards contained within the Australia New Zealand Food Standards Code; and
 - “**Think Food Safe**” means Council’s food rating program.

3 AGREEMENT

- 3.1 Council will issue a food safety rating to the Licensee, either Compliant or Non-Compliant, in accordance with the criteria specified in the Think Food Safe Procedure and operational policy.
- 3.2 If the Licensee:
 - (a) holds a current food licence under the Act;
 - (b) has no outstanding licence fees; and
 - (c) has been rated Compliant under Think Food Safe;the Licensee will be eligible to display the Think Food Safe logo at its business premises.
- 3.3 The Licensee must display the Think Food Safe logo in a prominent location at its business premises within ten (10) days of receiving promotional materials from Council.
- 3.4 The Think Food Safe logo and promotional materials will at all times remain the property, including the intellectual property, of Bundaberg Regional Council.

4 CONSIDERATION

- 4.1 Council agrees to provide the Licensee with promotional materials and licence fee discounts in exchange for the Licensee displaying the Think Food Safe logo at its business premises.

4.2 Promotional materials and licence fee discounts will be granted in accordance with Council's Think Food Safe Procedure and operational policy (including any subsequent revisions).

5 COMMENCEMENT

5.1 This Agreement commences on the Contract Date.

6 CONSENT TO PUBLISH COMPLIANCE DETAILS

6.1 Pursuant to sections 272 and 272A of the Act, the Licensee consents to its food safety rating being published on publicly accessible platforms including Council's websites and social media platforms (to the extent that Council discloses confidential information).

6.2 The Licensee indemnifies and releases Council against any claim as a result of any publication made under clause 6.1.

7 DEFAULT AND TERMINATION

7.1 A party to this Agreement is deemed to be in default under this Agreement if that party fails to perform or observe any obligations in this Agreement for 5 business days after written notice of the breach is given by the other party.

7.2 If a party has defaulted under this Agreement the other party may immediately terminate this Agreement by written notice to the other party.

7.3 Either party may unconditionally and unilaterally terminate this Agreement by giving the other party ten (10) business days' notice in writing.

7.4 Upon termination, the Licensee must immediately remove the Think Food Safe Logo from its business premises and return all Think Food Safe promotional materials to Council.

7.5 Council will remove the Licensee's food safety rating from publicly accessible platforms within twenty (20) business days from the date of termination.

7.6 This Agreement will automatically expire on the earlier of the following:-

- (a) Expiry of the Licensee's food licence;
- (b) The repeal of the Act; or
- (c) The cessation of the Think Food Safe program.

8 AMENDMENTS IN WRITING

8.1 The parties agree that any variation of this Agreement must be made in writing and agreed to by both parties.

9 GOVERNING LAW AND JURISDICTION

9.1 The parties agree that this Agreement is governed by and construed in accordance with the law of the State of Queensland.

Executed by

Bundaberg Regional Council:

Authorised Person _____ (Date)

Executed by the Licensee:

Signature _____ (Date)