



MEAT INSPECTOR AGREEMENT Terms of Agreement

Definitions

1. In these terms:

“Act” means the Meat Industry Act 1993, as amended from time to time.

“Agreement” means the agreement or arrangement made by PrimeSafe and the Meat Inspector on the terms set out herein.

“approved inspection service” means an inspection service approved under Part 2 of the Act.

“Australian Standards” means the *Australian Standard for the Hygienic Production and Transportation of Meat and Meat Products for Human Consumption (AS4696)* and the *Australian Standard for the Hygienic Production of Wild Game Meat for Human Consumption (AS4464)*, as amended from time to time.

“licensee” means any person licensed by PrimeSafe under the Act to carry on business as a meat processing facility.

“inspection service” means the services to be provided by the Meat Inspector as set out in these terms.

“quality assurance program” means a quality assurance program however described, and includes approved arrangements and/or food safety plans made under the Australian Standards.

“Regulations” means the Meat Industry Regulations, as amended from time to time.

Approval to be an approved inspection service

2. Upon the issue by PrimeSafe of a written instrument approving the Meat Inspector as an approved inspection service, the Meat Inspector:

- (a) may provide to any licensee the inspection services set out in clause 5; and
- (b) is approved by PrimeSafe to be a meat safety inspector within the meaning of, and for the purposes of, the Australian Standards at any facility licensed by PrimeSafe that is required to appoint a meat safety inspector in respect of its operations.

3. Nothing in these terms:

- (a) constitutes an offer or contract of employment to the Meat Inspector; or
- (b) appoints or authorises the Meat Inspector to be, or to act as, an agent of PrimeSafe,

and no decision or direction made by the Meat Inspector in the provision of any inspection service binds PrimeSafe in any way.

Conditions and restrictions

4. An approval given to the Meat Inspector in accordance with clause 2 of these terms and section 7(1) of the Act is subject to the following conditions and restrictions:

- (a) the Meat Inspector must at all times provide the inspection services in accordance with the Act, the Regulations, the Australian Standards, and any policy, procedure or direction (whether written or verbal) given by PrimeSafe or by a PrimeSafe inspector.
- (b) the Meat Inspector must keep and maintain all such records as PrimeSafe requires be kept, and in a manner and for such time as PrimeSafe directs.

- (c) where directed to do so by PrimeSafe or by a PrimeSafe inspector, the Meat Inspector must use his or her best endeavours to procure the cooperation of others to assist PrimeSafe or a PrimeSafe inspector in the performance of functions under the Act or Regulations.
- (d) in providing the inspection services, the Meat Inspector must at all times act independently and objectively to ensure compliance by all persons with the Act and all relevant legislation, standards, regulations, codes, orders, notices, directions or quality assurance programs.
- (e) the Meat Inspector must report to PrimeSafe:
 - (i) any matter that he or she ought reasonably consider to constitute non-compliance with the Act, the Regulations, the Australian Standards or any quality assurance program;
 - (ii) any unreasonable delay in the processing and/or inspection of animals at a meat processing facility at which the Meat Inspector is providing inspections services, as soon as it is reasonably practicable to do so.

Inspection services

- 5. For the purpose of these terms, an inspection service is any of the functions, duties or responsibilities conferred upon a meat safety inspector under the Australian Standards.

Fees and charges

- 6. In consideration for giving approval to the Meat Inspector to be an approved inspection service, the Meat Inspector agrees to pay an application fee set by PrimeSafe in its absolute discretion and on such terms as PrimeSafe may provide by notice in writing.
- 7. Unless otherwise determined by PrimeSafe, the Meat Inspector may charge a licensee who engages the Meat Inspector as an approved inspection service such fees as are agreed between the Meat Inspector and the licensee.

Termination and variation of the Agreement

- 8. The Agreement terminates:
 - (a) by expiration on 30 June 2027; or
 - (b) immediately upon the withdrawal by PrimeSafe of its approval of the Meat Inspector to be an approved inspection service.
- 9. PrimeSafe may, by instrument in writing given to the Meat Inspector, withdraw the Meat Inspector's approval as an approved inspection service if it is satisfied that:
 - (a) the Meat Inspector has breached a condition or restriction of the approval or set out in these terms, or any other term of the Agreement;
 - (b) the Meat Inspector has breached the Act, Regulations or the Australian Standards;
 - (c) the Meat Inspector has failed to adequately discharge the functions or duties of a meat safety inspector under the Australian Standards in a diligent and/or timely fashion;
 - (d) the Meat Inspector is no longer capable of providing the inspection services in a diligent and/or timely fashion;
 - (e) the Meat Inspector has been found guilty of an offence involving fraud, dishonesty or cruelty to animals (however described); or
 - (f) the Meat Inspector has engaged in conduct of such a nature that a reasonable person could form the view that he or she is not a fit and proper person to be authorised by PrimeSafe to provide the approved services.
- 10. In the event that PrimeSafe is satisfied that there exists any of the grounds for withdrawal set out in clause 9, PrimeSafe may:

- (a) in lieu of withdrawing the Meat Inspector's approval to be an approved inspection service; and
- (b) at its absolute discretion,
 - (i) accept an undertaking from the Meat Inspector that he or she will perform a task or action, or undertake such further training or supervision as PrimeSafe thinks fit and on any condition that PrimeSafe thinks fit to correct, rectify or otherwise remedy the ground, and PrimeSafe will accept such an undertaking only if PrimeSafe is satisfied that doing so is reasonable having regard to the circumstances and to the objects of the Act, the Regulations and the Australian Standards; and/or
 - (ii) suspend the Meat Inspector's approval with immediate effect (despite any principle of natural justice or procedural fairness) and request that the Meat Inspector make any submissions as to why the approval should not be withdrawn, if PrimeSafe is satisfied that the act or omission giving rise to the grounds set out at clause 9 justify immediate suspension of the approval.

11. In addition to the matters specified in clause 9, a failure by the Meat Inspector to comply with an undertaking given under clause 10 is sufficient grounds to withdraw the Meat Inspector's approval to be an approved inspection service.

12. PrimeSafe may propose a variation to this Agreement at any time by notice in writing. The Meat Inspector is deemed to agree and consent to the proposed variation unless the Meat Inspector makes a written objection to the proposed variation no later than 14 days from the date on which the notice was given.

Service of documents

13. Any notice or instrument required to be given to the Meat Inspector under the Agreement may be given by any or each of the following:
- (a) ordinary post addressed to the Meat Inspector at the postal address provided by the Meat Inspector to PrimeSafe;
 - (b) electronic mail to the Meat Inspector at the email address provided by the Meat Inspector to PrimeSafe; or
 - (c) by personal service on the Meat Inspector.
14. A notice or instrument given in accordance with clause 13 will be deemed to have been received by the Meat Inspector:
- (a) in the case of clause 13(a), on the day on which the notice or instrument was posted;
 - (b) in the case of clause 13(b), on the day on which the notice or instrument was emailed.