

**Dairy Farm Systems Certification Scheme Application Form**

# Certificate in Dairy Farm Systems (Level 1)

**Applicant details**

Full Name (including middle names): \_\_\_\_\_

Date of birth: \_\_\_\_\_

Name of organisation (if applicable): \_\_\_\_\_

<p>Contact address details:</p>  <p><b>Postal:</b></p>
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Telephone (business): \_\_\_\_\_ (mobile): \_\_\_\_\_

Email address: \_\_\_\_\_

**Payment details** (please tick box)

Dairy Farm Systems Certificate Scheme - Application fee is \$230.00 (GST inclusive)

Credit card payment with Mastercard or Visa (complete details where indicated)

Amount has been direct credited to bank account: 02 0500 0083498 00

Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Expiry Date – mm/yy \_\_\_\_\_

CVV \_\_\_\_\_

Sign: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

(typing your name above constitutes as a signature)

**Which of the following qualifications do you hold?**

University	Degree	Date
<input type="checkbox"/> Lincoln University	Name of degree:	
<input type="checkbox"/> Massey University	Name of degree:	
Other University	Name of degree:	

By completing this document you give approval for NZIPIM to confirm your completion of qualifications as stated above.

**Please direct inquiries to:**

NZ Institute of Primary Industry Management, PO Box 5304, Wellington 6145

Email: [admin@nzipim.co.nz](mailto:admin@nzipim.co.nz) Phone: 04 939 9134 Website: [www.nzipim.co.nz](http://www.nzipim.co.nz)

## Agreement and acknowledgements

By signing this application form, I:

1. agree to and confirm the acceptance of, and confirm that I will observe, the following Terms and Conditions for Certification, and confirm the information provided in this Application Form is true and correct.
2. declare that:
  - (a) I am aware that it is an offence to provide false or misleading information or omit any material information;
  - (b) I understand that I must notify the NZIPIM if there are any changes in the particulars I have provided in this Application Form; and
  - (c) I have read and understood the following Terms and Conditions for Certification (including those terms and conditions concerning privacy and personal information).
3. acknowledge and agree that the application, if accepted by NZIPIM, will result in a legally binding contract between us incorporating the following Terms and Conditions for Certification.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(typing your name above constitutes as a signature)*

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# Terms and Conditions for Certification

## 1 Application for Certification

- 1.1 By applying for certification you (or the Applicant) confirm that you have agreed to, and that you will comply with and observe, the obligations in these standard Terms and Conditions for Certification (these Terms).
- 1.2 You further acknowledge that the New Zealand Institute of Primary Industry Management (NZIPIM) may receive advice and assistance in the certification process from an Certification Subcommittee, and also any third parties that may be appointed by it.
- 1.3 In accordance with these Terms you agree:
  - (a) to operate your business in accordance with and be bound by and observe the certification, assessment, guidelines, standards, rules, audit material, policies and procedures (collectively, the NZIPIM Materials) (including the Complaints Procedure set out from time to time in the NZIPIM Rules) as set down by NZIPIM or the Certification Subcommittee, from time to time;
  - (b) to accept as final and binding any decision in relation to certification or non-certification (including the granting of certification, as well as suspending or terminating certification) by NZIPIM;
  - (c) to comply with any audit requirements that NZIPIM puts in place now or in the future;
  - (d) to ensure that you are a current paid up member of NZIPIM and complete its Ethics Module within a specified timeframe;
  - (e) to promptly pay all application and annual, and any ongoing annual, administration fees; and
  - (f) to be bound by and observe the NZIPIM Rules and, if and when accredited, to operate within the parameters of the NZIPIM Materials (from time to time).

## 2 Application and Annual Fees

- 2.1 The non-refundable application fee as determined by NZIPIM from time to time shall accompany the initial application documentation and be made payable to NZIPIM. Failure to make payment of the application shall constitute default and will mean that we will not consider your application.
- 2.2 If you become certified, you must pay all annual fees to the NZIPIM, by no later than the 20th of the month following the month of the date of the invoice.
- 2.3 If your certification is suspended, terminated or voluntarily withdrawn, any fees previously paid to the NZIPIM are non-refundable.

## 3 Licence to Use NZIPIM's Intellectual Property

- 3.1 Upon obtaining certification NZIPIM grants you a personal, non-transferrable, and non-exclusive licence to use the NZIPIM logo and name in accordance with these Terms.
- 3.2 You may use the NZIPIM logo and name to promote your business through having achieved certification in articles, brochures, publications, documents, letterhead, websites etc in accordance with the specification style rules of use and guidelines as set out by NZIPIM from time to time in its absolute discretion. Such use must not be detrimental to the interests of NZIPIM.
- 3.3 You acknowledge that NZIPIM shall have the full power, in its absolute discretion, to interpret and set the specification and style, rules of use, and guidelines and such decision shall be final and binding and, if appropriate, shall be complied with by you immediately.
- 3.4 You acknowledge that all intellectual property rights in the NZIPIM logo, name and design is the sole and absolute property of NZIPIM.
- 3.5 You may also use the NZIPIM Materials, produced or made available by NZIPIM, in accordance with the following provisions. This provision grants only a personal non-transferrable, and non-exclusive licence to use the NZIPIM Materials.
- 3.6 You acknowledge and agree that no part of the NZIPIM Materials may, except where expressly permitted in the NZIPIM Materials itself, be adapted, modified, reproduced, copied or transmitted in any form or by any means including written, electronic, mechanical, reprographic, photocopying, or recording means. Furthermore, the NZIPIM Materials shall not be stored in whole, part, adapted or modified form, in or for any retrieval system of any nature, except in accordance with the terms of the NZIPIM Materials or otherwise with the written permission of the NZIPIM. All rights to the NZIPIM Materials are reserved to the NZIPIM. You further acknowledge that:
  - (a) the NZIPIM is the owner of the copyright, know-how and other intellectual property rights in the NZIPIM Materials, the NZIPIM Certification Programme(s) and all associated documentation;
  - (b) no right, title or interest in the NZIPIM Materials or the NZIPIM Certification Programme(s) procedures or the associated documentation is transferred to the applicant through having been certified or under the licences referred to in this clause; and
  - (c) you must keep the NZIPIM Materials confidential.

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#### 4 Suspension and Termination, and Voluntary Withdrawal of Certification

- 4.1 NZIPIM may suspend your certification, with immediate effect by notifying you, should any breach of the Terms occur.
- 4.2 You may voluntarily terminate your certification by giving one month's written notice to NZIPIM.
- 4.3 NZIPIM may terminate your certification, with immediate effect, by giving written notice to you if:
  - (a) it is the recommendation from the Complaints Committee (refer Complaint Procedure within NZIPIM Rules);
  - (b) you become insolvent;
  - (c) you fail to pay any debt to the NZIPIM owing as required under these Terms on the due date;
  - (d) you fail to comply with any guidelines, rules policies or procedures as set down by NZIPIM from time to time, or contained in the NZIPIM Materials;
  - (e) you commit any act that brings NZIPIM and/or the Certification Subcommittee into disrepute; or
  - (f) you breach, or otherwise fail to comply with or observe, any of these Terms.
- 4.4 On notification of termination or on expiry of your certification you may no longer use NZIPIM's certification logo or name or promote yourself as having certification under NZIPIM's Certification Scheme(s), or the NZIPIM Materials.
- 4.5 If at any time your certification is suspended, withdrawn, cancelled or otherwise comes to an end, you must, within five (5) working days of receiving notice of such suspension, termination, expiry, withdrawing or withdrawal of the certification, return all copies of all of the NZIPIM Materials in your control or possession to the NZIPIM.

#### 5 Liability

- 5.1 Neither NZIPIM, nor its officers, employees, agents or contractors, nor the members of the Certification Subcommittee or any third parties appointed by them to assist, shall be liable to you whether in contract, tort (including negligence) at common law, in equity, or under any statute, regulation or by-law or otherwise for any loss (including indirect and consequential and economic loss), damage, claim, proceedings, or costs suffered or incurred arising directly or indirectly from any act or omission of NZIPIM or the Certification Subcommittee including, without limitation, loss suffered by you as a result of you not obtaining certification, your certification (if granted) being cancelled or suspended following the Complaints and Disciplinary Procedure set out from time to time in the NZIPIM Rules, or any complaint received in respect of you.
- 5.2 You acknowledge and agree that the NZIPIM Certification Programme(s), and the NZIPIM Materials generally, are intended to provide accurate and adequate information pertaining to the subject matter, within the limitation of the size of that publication. Nevertheless, the NZIPIM Materials have been prepared and are being made available to all certified persons strictly on the basis that, to the fullest extent permitted by law, those persons accept and agree that its authors, and the NZIPIM, its officers, employees, agents and contractors, fully exclude any liability (including by negligence, and whether direct, indirect, consequential or economic) by any or all of them in any way to any person or entity for or in relation to any loss, costs, claims, damage or expenses:
  - (a) in respect of or arising out of any reliance in part or full, by any such person or entity, upon any of the contents of the NZIPIM Materials or the NZIPIM Certification Programme(s), for any purpose;
  - (b) arising in any way out of the use or reference to the NZIPIM Materials, or out of the Applicant's products, practices, processes, procedures, facilities or services the subject of the NZIPIM Certification Programme(s); and
  - (c) any negligent act or omission of NZIPIM, its officers, employees, agents or contractors, including but not limited to profits lost and damage sustained or incurred as a result of any claim by a third person.
- 5.3 You irrevocably and unconditionally indemnify the NZIPIM, its officers, employees, agents and contractors, from and against all losses, costs, claims, damages and expenses that the NZIPIM or its officers, employees, agents or contractors, or any member of the Certification Subcommittee, or any third party appointed, may sustain or incur as a result, whether directly or indirectly, of:
  - (a) any failure by you to adhere to the standards required in order to enable the applicant to achieve certification;
  - (b) any failure of you to adhere to or comply with or observe the terms and conditions in the NZIPIM Certification Programme(s) or the NZIPIM Materials; and
  - (c) any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Applicant and employees and co-workers, or arising out of or in connection with the applicant that is the subject of the NZIPIM Certification Programme(s).
- 5.4 The applicant acknowledges and agrees that purpose of the NZIPIM making available the NZIPIM Materials is to provide guidance and information on standards, practices and procedures which the NZIPIM considers consistent with applicable good industry practice. Furthermore, the applicant acknowledges and agrees that the guidance and material in the NZIPIM Materials:
  - (a) is not intended to be the only means of compliance with a rule, where relevant, and are not exhaustive;

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- (b) does not detract from, and must be read in conjunction with, all relevant statutes, regulations and rules, and the common law; and
- (c) may be changed, from time to time, by updates being loaded on the NZIPIM website and certified participants will be alerted to this by the NZIPIM's regular e-mailed update, because of the changing nature of the environment and the laws.

## 6. Professional Indemnity Insurance

- 6.1 NZIPIM recommends strongly that you maintain professional indemnity insurance on appropriate terms and for appropriate coverage levels and amounts with reputable insurers throughout the period you are certified.

## 7 Personal information

- 7.1 All information (including any personal information under the Privacy Act 1993) submitted with this completed application, and provided by you or any third party to us from time to time:
- (a) is being obtained, collected and stored for the purposes of assessing applications for certification in relation to the NZIPIM's Certification Programme(s), and then administering the relationships with the certified applicants;
  - (b) is being held by NZIPIM at its office in Wellington, and if the application is accepted, then on certification.
- 7.2 The Applicant:
- (a) authorises NZIPIM and its advisers to make any enquiries of third persons in order to validate any assertions made in your application;
  - (b) authorises NZIPIM to collect and hold personal information about the manner of operation of your business to enable NZIPIM to establish a database and to record the name and contact details of certified individuals in NZIPIM's certification register and published on NZIPIM's website;
  - (c) acknowledges that the failure to supply the information requested by NZIPIM may result in NZIPIM declining an application for certification, or granting an application subject to conditions that were not included in the initial application; and
  - (d) is reminded that it may access all personal information concerning its application held by NZIPIM, and may ask for a copy of it and may also require that any such personal information is corrected.
- 7.3 The Applicant consents to the NZIPIM, the Certification Subcommittee or delegates making such inquiries as NZIPIM or the Certification Subcommittee believes necessary from any person or agency, for the purposes of this application and the continuing certification of the Applicant.

## 8 General Terms

- 8.1 These Terms are governed by the laws of New Zealand and the parties agree to submit to the jurisdiction of the New Zealand Court.
- 8.2 These Terms supersede all prior negotiations, agreements, arrangements, discussions and understanding whether oral or written.
- 8.3 Waiver of any of these Terms by NZIPIM will only be effective if given in writing by an authorised person. If we waive any of these Terms the waiver shall apply to and operate only in the particular dealing or matter in respect of which it was given, and will not affect NZIPIM's rights under these Terms at any future time.
- 8.4 Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable then the remaining clauses will remain in full force and effect.
- 8.5 This agreement is in addition to, and shall not derogate from, any other agreement already executed or otherwise in force between the parties, although, if there is any inconsistency or contradiction between this agreement and any other arrangement, then, to the extent of such inconsistency or contradiction, the terms and conditions of this agreement shall prevail.
- 8.6 You acknowledge and agree that, to the fullest extent permitted by law, NZIPIM excludes from these Terms and Conditions, the NZIPIM Materials and the NZIPIM Certification Programme(s) all terms and conditions implied by statute, general law or custom, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this paragraph to be void.

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