



Application and Licence Conditions

Environmental Choice New Zealand

Applicability

The following conditions apply to all applications for Licences and Licences granted to use the Environmental Choice New Zealand label.

DEFINITIONS

We, us or our

Means the New Zealand Ecolabelling Trust.

You or your

Means any person or organization applying for a Licence, or licensed by the New Zealand Ecolabelling Trust, to use the Environmental Choice New Zealand label on products or services.

Agent

Means any of your suppliers (e.g. contract manufacturers), customers (e.g. brand owners for products/services that are included on your Licence) or other parties on whose activities or actions you rely to achieve and maintain compliance with Environmental Choice New Zealand specification requirements and these Licence conditions.

Label

Means the Environmental Choice New Zealand label.

Licence

Means a Licence granted by the New Zealand Ecolabelling Trust to use the Environmental Choice New Zealand label.

Specification

Means an Environmental Choice New Zealand product or service specification, published by the New Zealand Ecolabelling Trust.

YOUR MAIN RESPONSIBILITIES

Complying with Requirements & Conditions

You must ensure your products or services meet the requirements of the relevant Specification.

You must ensure that the way you use the Label meets the requirements of the relevant Specification and these Licence conditions.

You must have contractual or other explicit arrangements in place with your agents to ensure they are aware of and meet your requirements to achieve and maintain compliance of the relevant specification and these Licence conditions.

Authorised Representative

You must appoint and maintain an Authorised Representative of your company to act as a primary point of contact with us. This person must have sufficient authority within your organisation to be responsible for your obligations under the relevant Specification and these Licence conditions and for communications with us.

Costs

You must pay:

- annual licensing fees before a Licence is confirmed and annually in advance while you are licensed to use the Label
- all our actual and reasonable costs and charges involved in assessing your application for a Licence and/or completing assessments to supervise your Licence.

Notifying Us

You must notify us in writing, within 7 days:

- if you discover you, your agents or your products or services are not meeting the requirements of the relevant Specification or these Licence conditions
- if you discover that your licensed product or service may present a risk to health and safety of any person or a significant adverse impact on the environment
- of any changes to your contact details or location of your operations
- of any changes of ownership or transfers of manufacturing rights for products or services licensed to use the Label
- of changes to suppliers or your supply chain that could impact on licensed products continuing to meet the requirements of the relevant Specification or these licence conditions.

Assessments

You must cooperate and assist us, or our appointed assessors, to complete assessments required for your application for a Licence or to supervise your Licence, once granted. This includes completing any corrective actions identified during supervision assessments in the timeframe agreed with our appointed assessors.

CONFIDENTIALITY**Information**

We will respect information you identify (in writing to us, or our appointed assessors) is confidential. We will not disclose this without your prior consent, unless:

- the information is otherwise available to the public
- we subsequently legally acquire the information from other sources, without restrictions
- we are required or permitted to do so by law.

APPLICATIONS FOR LICENCES

Making Applications

Any person manufacturing or supplying a product or service, within a category covered by a Specification, may apply for a Licence to use the Label. You should make your application on the Environmental Choice New Zealand Licence Application form with the appropriate application fee (published on the Environmental Choice New Zealand website).

In the event, that after making an application you decide not to pursue a licence, you may be liable for any additional costs incurred by ECNZ in processing your application.

Processing Applications

We, and our appointed assessors, will process all applications for Licences to use the Label in an impartial, independent and technically competent manner.

We will assess all applications to determine if the products and services (and any related processes and operations, including those of your agents where relevant) meet the requirements of the relevant Specification. We will advise you of the outcome of our assessment of your application.

LICENCES**Granting Licences**

We will grant Licences to use the Label on products or services that have been assessed by us, or our appointed assessors, and found to meet the requirements of a Specification.

We will grant the Licence to an identified individual or organisation.

Term of Licences

Licences have no fixed term. Unless your Licence has been suspended or cancelled (see provisions below), your Licence will continue to be valid while you, your agents and your products or services meet the requirements of the relevant Specification and these Licence conditions.

Licence Certificates

We will issue you a certificate to confirm you are licensed to use the Label. The certificate will identify the specification that applies to your (and your agents, if applicable) product or services and the date we issued the certificate.

When a Specification is amended, we will issue a new certificate, once we have assessed and confirmed your (and your agents, if applicable) products or services meet the requirements of the amended Specification.

The certificate will remain our property. You must return the certificate if we request this.

Licence Schedule

We will maintain a schedule to support your Licence certificate. The schedule will include:

- your contact details
- your Licence number
- details of the date of issue of your Licence
- details of the Specification relevant to your (and your agents, if applicable) products or services
- a list of the individual products and/or services that are licensed to use the Label

Transferring Licences

Licences may be transferred if ownership or rights to manufacture or supply licensed products are transferred. Once you notify us of a change in ownership or rights, we will determine and advise you of any additional assessment or other requirements we have to confirm the Licence transfer. You, or the new owner or rights holder, must meet these requirements before we will transfer the Licence.

SUPERVISING LICENCES**Supervision Plan**

We will maintain a plan to supervise your Licence. The plan will set out the programme of assessments we, or our appointed assessor, will complete to confirm that:

- your (and your agents, if applicable) products or services continue to meet the relevant Specification
- the way you (and your agents, if applicable) are using the Label meets the requirements of the relevant Specification and these Licence conditions.

Inspections

We, or our appointed assessors, may at any time you are licensed to use the Label, inspect your product or premises to confirm your products or services and use of the Label meet the requirements of the relevant Specification and these Licence conditions. Where identified and provided for in your supervision plan, this may include the premises of your agents.

We will advise you before we carry out any inspections. You must allow us, or our appointed assessors, access (without charge) to complete inspections.

Records

You must maintain records that are sufficient to prove that your products or services and the way you (and your agents, if applicable) use the Label, meet the requirements of the relevant Specification and these Licence conditions.

You must allow us, or our appointed assessors, access (without charge) to the records needed to confirm you, (and your agents, if applicable) and your products or services are meeting the relevant requirements and conditions.

Samples

We, or our appointed assessors, may at any time you are licensed to use the Label, take or request samples of your product and/or any associated materials and wastes, to confirm they and your (and your agents, if applicable) operations meet the requirements of the relevant Specification.

You must provide the requested samples or access to collect samples (without charge).

We will return any samples, if you request, at your expense.

USING THE LABEL

Eligible Products and Services

You (and your agents, if applicable) must only use the Label on, or in information about, products or services that meet the requirements of the relevant Specification and that are included on your current Licence schedule.

Specification and Licence details

You (and your agents, if applicable) must always include the product category wording required in the relevant Specification and your Licence number with the Label. You (and your agents, if applicable) must not use any other wording with the Label.

You (and your agents, if applicable) must maintain a clear zone around the Label and required wording, as shown in the keyline art. This area must be free of any graphics or text.

Misleading Use of the Label

You (and your agents, if applicable) must not use the Label in any way that could be taken as referring to anything other than Licensed products or services.

The Label on a product or service means that the product or service meets the requirements of the relevant Specification. You (and your agents, if applicable) must not use the Label in any way that could be taken to imply that we endorse your (and your agents, if applicable) products or services in any other way. You (and your agents, if applicable) must not use the Label in conjunction with any claims that cannot be substantiated or which may not meet your obligations under the Fair Trading Act.

Keyline Art

You (and your agents, if applicable) must meet the requirements of the keyline art for reproducing the Label.

If you or your agents are using two-colours for the label, these must be the colours shown on the keyline art. If you are using a single colour, we prefer you use black.

Applying the Label

You (and your agents, if applicable) may apply the Label directly to licensed products by moulding, engraving, embossing or printing.

You (and your agents, if applicable) may attach the Label to licensed products on an adhesive or tie-on label.

You (and your agents, if applicable) may integrate the Label as a watermark on sheets of licensed paper products.

Packaging

You (and your agents, if applicable) may apply the Label to packaging for a licensed product or service.

You (and your agents, if applicable) must ensure that the Label is used in a way that does not suggest that the packaging is licensed (unless the packaging is also licensed).

For licensed packing products or containers, you (and your agents, if applicable) may only apply the Label to the package or container if it is clear that it does not apply to the product inside the container or package (unless the product is also licensed).

If a licensed product is packaged or contained in a licensed package or container, you (and your agents, if applicable) may choose to:

- use two separate Labels on the packaging
- use a single label including both sets of required wording and Licence numbers.

Advertising

You (and your agents, if applicable) may use the Label in advertising, promotional or other information only in relation to licensed products or services.

The Label used in relation to a product or service means that the product or service meets the requirements of the relevant Specification. You (and your agents, if applicable) must not use the Label or make claims about your Licence, Environmental Choice New Zealand or us, which could be taken to imply that we endorse you (and your agents, if applicable) or your products or services in any other way.

Changing the Way You Use the Label

You (and your agents, if applicable) must amend or stop any use of the Label or claim that we advise you is unacceptable, misleading or that may adversely affect the reputation of Environmental Choice New Zealand or us. [This includes using the Label in conjunction with claims that cannot be substantiated or which may not meet your obligations under the Fair Trading Act.](#)

We will review any proposed use of the Label or claims you submit to us to confirm it complies with these Licence conditions.

We recommend you ask for our advice before using the Label or making claims.

SUSPENDING LICENCES

Failing to Meeting Requirements

If you, or we, discover that you (and your agents, if applicable) fail to meet the requirements of the relevant Specification or these Licence conditions, we will require you to meet the requirements or provide us a plan of actions you will take to meet the requirements. We will require you to do this within 14 days of you notifying us you have discovered you are not meeting the requirements or of us identifying and advising you of the failure.

We will review the actions you have taken or plan and decide if these are acceptable. If we decide they are not acceptable, we will suspend your Licence for a period of up to six months.

Reviewing Suspensions

After a period of no more than six months, we will reassess if you (and your agents, if applicable) are meeting the requirements of the relevant Specification and these Licence conditions. If our assessment confirms you are meeting the requirements, we will immediately restore your Licence. If our assessment confirms you still do not meet the requirements we may extend the suspension for a further period (no more than six months) or cancel your Licence.

If after a second period of suspension, you fail to meet the requirements we will cancel your Licence.

Removing the Label

If your Licence is suspended, you (and your agents, if applicable) must take action to remove the Label from any product that does not meet the requirements. We will retain the right to take action to remove the Label, should we decide this is necessary and to recover any costs we incur.

CANCELLING LICENCES

When Licences may be Cancelled

The current licence fee for your category is for 12 months and is non-refundable. You may cancel your Licence. You must give us three months notice and pay any outstanding fees or charges. You must give us an undertaking to agree to a plan to cover residual labeled products in stock and in the trade and the continuance of any obligations that are requirements of the relevant specification.

We will cancel your Licence if you (and your agents, if applicable) fail to meet the requirements of the relevant Specification or these Licence conditions, after your Licence has been suspended.

We may cancel your Licence if you fail to pay annual fees or other charges. We will give you three months notice before canceling your Licence.

We may cancel your Licence if you fail to notify us when you discover you (and your agents, if applicable) are failing to meet the requirements of the relevant Specification or these Licence conditions.

We will cancel your Licence when a relevant Specification has been amended, unless, after an agreed transition period, your products or services meet the requirements of any relevant new or amended Specification.

We will cancel your Licence when a relevant Specification is withdrawn.

Removing the Label

If your Licence is cancelled, you (and your agents, if applicable) must remove the Label and any claims about the Label, Environmental Choice New Zealand or us, from all products and services and any advertising, promotional or other material. We will retain the right to take action to remove the Label, should we decide this is necessary and to recover any costs we incur.

CHANGES TO SPECIFICATIONS**Reviewing Specifications**

We review Specifications to ensure they reflect changes and developments in technology, environmental regulatory requirements and consumer, market and public expectations for products, services or environmental performance. We generally, review each Specification once every five years unless we decide an earlier review is required.

Notice of Reviews

We will notify you when we decide to review a Specification that is relevant to your Licence. We will invite you to participate in the review.

Amended Specifications

If, after a review, we decide to amend our Specification, we will advise you of the amendment.

We will agree a transition period with you, for you (and your agents, if applicable) and your products or services to meet the requirements of the amended Specification. The transition period will be no more than twelve months (depending on the nature of the amendment). Your Licence will continue to be valid during the transition period.

Withdrawn Specifications

If, after a review, we decide to withdraw our Specification, we will advise you of this decision and the date the Specification will be withdrawn.

DISPUTES AND COMPLAINTS**Complaints**

If we receive a complaint:

- from you about these Licence conditions or any other matter
- from any other person about a Licence holder or claims in the marketplace

the General Manager for the Environmental Choice New Zealand programme will appoint an appropriate and independent person to investigate and report on the complaint.

The General Manager will review the report and:

- decide what action will be taken
- advise the party who complained about the results of the investigation and the action that has been decided.

Appeals

If you, or any other party who has made a complaint, is not satisfied with the action taken, you or they, can appeal to the New Zealand Ecolabelling Trust Board. Decisions of the Board will be final.