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TQCSI RULES OF CERTIFICATION

INTRODUCTION

These Rules of Certification have been developed in accordance with the policies and procedures of the Joint Accreditation System of Australia and New Zealand (JAS-ANZ), the International Accreditation Forum (IAF) and the Foundation for Food Safety Certification. They apply to TQCS International Pty Ltd, its auditors, technical specialists and employees, applicants as clients, clients who have achieved certification and relevant stakeholders. TQCS International Pty Ltd is referred hereunder as 'TQCSI'.

SCOPE

TQCSI provides independent, third party auditing and certification of management systems operated by organisations seeking compliance to various International and other Standards, including ISO 9001 (QMS), ISO 14001 (EMS), ISO 22000 (FSMS), FSSC 22000 (FSMS), HACCP, AS 4801 or OHSAS 18001 (OH&S), QHSE and other Small Business Management Codes.

LEGAL STATUS

TQCSI, a proprietary company registered in Australia on 5 August 1994, is an independently owned and managed certification body operating throughout Asia, Europe, the Middle East and Africa. TQCSI is accredited by JAS-ANZ (www.jas-anz.com.au).

CONFIDENTIALITY

TQCSI is responsible for ensuring confidentiality is maintained by its employees, auditors and technical specialists relevant to any information with which they become acquainted as a result of their contact with clients involved in the certification process. Each employee, auditor and technical specialist is required to sign and conform to a Confidentiality Agreement which assures the confidentiality of client information at all times.

ORGANISATION STRUCTURE

The various international activities of TQCSI operate under the umbrella of the TQCSI Group. A copy of the TQCSI Organisation Chart is available upon request and defines responsibilities, authorities and the inter-relationships.

GENERAL CONDITIONS

The basic conditions and requirements for obtaining and maintaining certification, which each client must agree to and comply with, are as follows:

- The client will comply with the requirements of the relevant Standard, the requirements outlined in this document and the relevant Trade Mark Licence Agreement or Certification Contract.
- The client is to ensure that all necessary information is made available to TQCSI auditors to complete the certification audit.

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- The frequency of all audits is to be determined by assessment of the risk and technical factors pertaining to the certification. TQCSI reserves the right to increase the frequency of auditing if the relevant management system is considered to be nonconforming such that continued certification cannot be assured.
- TQCSI may conduct short notice or unannounced audits to investigate complaints, in response to changes or as follow up on suspended clients.
- If TQCSI is not satisfied that all requirements for certification are being met, the client will be informed of those relevant areas requiring attention.
- TQCSI will re-assess only the necessary parts of the System in order to review remedial action taken as a result of previously identified major nonconformances.
- TQCSI may suspend certification if the client fails to take sufficient corrective action to close or downgrade a major nonconformance within three months of identification or any other period of time determined by TQCSI based on the associated risk. Certification may then be withdrawn if the major nonconformance is not closed or downgraded following that period.
- A surveillance audit is to be conducted within 12 months of initial certification and then at least once per calendar year or more frequently depending on the maturity of the System and size of the operation.
- A re-assessment of the client's System, known as a Triennial Audit, is to be conducted during the third year of the certification cycle and before expiry of certification. It is to follow the same format as the initial Stage 2 Audit. The validity of a certificate cannot be extended as a result of a partial re-assessment.
- Except in exceptional circumstances (eg a division of a multi-national company which operates as a complete business unit itself), the entire business of the client, including all departments and sites, are to be covered under the scope of certification.
- Certification is to apply only to the sites within the scope of certification as agreed between TQCSI and the client and as stated on the Certificate of Registration or Schedule of Registration. This scope is to be the subject of the Trade Mark Licence Agreement or Certification Contract between the respective client and TQCSI.
- A request for an extension to scope of certification or an upgrade to another Standard may, at the discretion of TQCSI, require an additional review of documentation or additional audit time to assess compliance to the relevant Standard.
- TQCSI reserves the right to revise the requirements of certification within the period of validity of the certificate.
- The client is required to maintain a register of complaints which may be audited by TQCSI. Each complaint received must be investigated and corrective action taken, where considered appropriate.
- The client is expected to internally audit the management system once per calendar year and not more than 18 months following the previous internal audit. It may be conducted by a second party who is appropriately qualified and independent of the organisation.
- The client is expected to conduct a review of the management system by senior management once per calendar year and not more than 18 months following the previous management review.
- For clients accredited to the National Safety & Quality Health Service Standards, TQCSI reserves the right to release audit findings and relevant information to the respective Regulator and the Australian Commission on Safety and Quality in Health Care, including notification when a significant patient risk is identified.
- The client is to inform TQCSI immediately of any changes which may affect the management system fulfilling requirements of the respective Standard, including changes in key staff and ownership, contact

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addresses, including any multiple sites, any major changes to products or manufacturing processes, or extension to the scope of its certification. TQCSI will determine the action required to maintain confidence that the management system meets the requirements of the Standard or, in the case of an extension to scope, will decide whether or not extension may be granted.

- For the FSSC 22000 scheme, TQCSI will need to conduct a site visit to examine the consequences and determine any audit activities necessary.
- The issue of a Certificate of Registration in no way implies that the client's product or service is approved by JAS-ANZ or any government department.
- The client is to inform TQCSI within three working days of any significant event that may affect the fulfilment of the respective management system. A significant event may include legal proceedings, a legal notice of required action from a government authority for a breach of legislation or regulations (eg environmental breach if ISO 14001 certified, food safety breach if ISO 22000, FSSC 22000 or HACCP certified, workplace safety breach if OHSAS 18001 certified, etc). It may also include events which may not necessarily be a breach of legislation or regulations but are considered significant (eg a fatality or very serious incident if OHSAS 18001 certified or a food recall if ISO 22000, FSSC 22000 or HACCP certified). TQCSI will then investigate and take appropriate steps to ensure the integrity of certification is maintained.
- At Surveillance and Triennial Audits, the client is to inform TQCSI auditors of any significant events that may have occurred since the previous audit, including any findings by another party related to the respective management system.
- The client is not to use its certification in a manner likely to bring TQCSI into disrepute or make any statement regarding its certification which TQCSI may consider misleading or unauthorised.
- The client is permitted to add to 'products/services' and 'technologies used' listed in TQCSI Trading (www.tqcsitrading.com) but only if they are actual products/services provided or technologies used by the client.
- The client is to have procedures that ensure information supplied by TQCSI is kept up-to-date.
- Auditors may occasionally be accompanied by TQCSI or JAS-ANZ witness auditors for monitoring of TQCSI processes. This will not incur any cost to the client nor impede the scheduled audit in any manner.
- Should JAS-ANZ perceive TQCSI is not following correct certification processes, they may visit the client to validate the accuracy of previously conducted audits. This will only occur in exceptional circumstances and the client will not incur any fees.

AUDIT CRITERIA

The audit criteria is the management system standard(s) applicable to the client's certification and the defined processes and documentation of the management system developed by the client.

AUDIT OBJECTIVES

The audit objectives are to:

- evaluate conformance with the audit criteria described above;
- determination of the ability of the client's management system to ensure that the client meets applicable statutory, regulatory and contractual requirements;
- determination of the effectiveness of the management system to ensure the client organisation is continually meeting its specified objectives; and

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- identify applicable areas for potential improvement of the management system.

CERTIFICATION MARK

The TQCSI Certification Mark is only to be used in reference to the site for which it applies and is not to be affixed directly to the product, product packaging, including outer packaging, or be used in such a way that product certification may be implied. This applies equally to the JAS-ANZ Accreditation Mark and the FSSC 22000 logo.

Clients may choose to use a statement on product packaging or in accompanying information to state they have a certified management system, however the statement may not imply that the product, process or service is certified. If a statement is applied it must reference the client's name, the type of management system, the applicable Standard and the Certification Body issuing the certificate. However, these types of statements may not be used for FSSC 22000 certification.

Use of the relevant TQCSI Certification Mark is encouraged on stationery, literature and publicity material. Similarly, the JAS-ANZ Accreditation Mark may be used by clients once certified for programs for which TQCSI is accredited, but only when it is accompanied by the TQCSI Certification Mark. The same applies to the use of the FSSC logo by certified clients. When more than one of these Marks are used, they are to be proportioned such that neither Mark takes precedence over the other. When using the TQCSI Certification Mark on letterhead, stationery, literature or publicity material, it is to be accompanied by the Registration Number and Standard to which certification applies. The TQCSI Certification Mark, JAS-ANZ Accreditation Mark and FSSC 22000 logo are available through the local TQCSI Office.

The TQCSI and JAS-ANZ Marks may be reproduced in a single colour to conform with existing company stationery or newspaper and magazine article colouring, however, it cannot be reproduced in a combination of colours from that specified by TQCSI. The Mark must also be reproduced clearly and legibly, and is not to be used in any misleading manner. The FSSC logo must be reproduced in the specified colours and in a size that makes all the features of the logo clearly distinguishable. Use of the FSSC logo in black and white is permitted when all other text and images are in black and white.

Clients of TQCSI are not permitted use of the IAF MLA Mark.

FEES

The client is to pay all fees in accordance with the terms of payment as printed on the respective invoices within 14 days of receipt.

The annual registration fee referred to on the Trade Mark Licence Agreement for FSSC 22000 clients will also include the fee payable to the FSSC 22000 Foundation.

Cancellation or amendment to audit dates within two weeks of the scheduled date may incur a fee equivalent to 50% of the auditing cost. Cancellation or amendment to audit dates within two days of the scheduled date may incur a fee equivalent to 100% of the auditing cost. Certification may be suspended or cancelled if audits are not carried out within time frames determined by TQCSI.

SUSPENSION OF CERTIFICATION

TQCSI reserves the right to suspend a Certificate of Registration for a limited period if:

- surveillance audits have not been undertaken within three months following the anniversary of the respective certification expiry date;

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- nonconformances or other identified issues have not been closed out within the designated time period;
- the Certificate of Registration, TQCSI Certification Mark or JAS-ANZ Accreditation Mark are used in a misleading manner; or
- there has been any other contravention of these TQCSI Rules of Certification.

TQCSI will notify the client in writing of the suspension and issue requirements to be satisfied prior to the removal of suspension. At the end of the suspension period, an investigation is to be conducted to ascertain whether requirements have been met. If they have been met, the client will be informed in writing and the suspension removed; if they have not been met, the Certificate of Registration may be withdrawn and certification cancelled. Any costs incurred by TQCSI in the suspension or removal of suspension is to be met by the client and the suspension may be published by TQCSI.

CANCELLATION OF CERTIFICATION

TQCSI reserves the right to cancel certification and withdraw a Certificate of Registration if:

- a surveillance audit has not been undertaken in a calendar year or the triennial audit for recertification has not been undertaken before certification expiry,
- inadequate measures are taken by the client following suspension, or
- the client fails to comply with its financial obligations in regard to its certification.

If certification is cancelled, the client shall immediately cease use of the TQCSI and JAS-ANZ Marks on all stationery, literature and publicity material. Similarly, the Certificate of Registration is to be returned to TQCSI or destroyed within 30 days of notification.

The client is to be informed when certification is cancelled and advised of the right of appeal. No reimbursement of fees will be given and the cancellation may be published by TQCSI.

TQCSI is to cancel a Certificate of Registration at the client's request if:

- the client does not desire to renew its certification, or
- the client goes out of business or ceases to operate within the full scope of the certification.

No reimbursement of fees will be given and the cancellation may be published by TQCSI.

COMPLAINTS

Should any client or other stakeholder have cause for complaint regarding the conduct of TQCSI auditors, technical specialists or employees, the process of certification or for any other reason, the complaint should be made in writing and addressed to:

President
TQCS International Pty Ltd
PO Box 483
WOODVILLE SA 5011 AUSTRALIA

or by email to president@tqcsi.com. All such complaints will be recorded, investigated, acted upon, where necessary, and the client advised of the outcome in writing.

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The client may escalate the complaint by appealing to the TQCSI Advisory Board if they are not satisfied with the complaint outcome or the complaint has not been resolved within the agreed timeframe. The complaint should be made in writing and addressed to the:

Accreditation Manager
TQCSI Advisory Board
TQCS International Pty Ltd
PO Box 483
WOODVILLE SA 5011 AUSTRALIA

or by email to accreditation@tqcsi.com. Furthermore, if the client is still not satisfied after TQCSI Advisory Board involvement, the client may refer the complaint to JAS-ANZ, details for which are available at www.jas-anz.com.au.

APPEALS

Appeals resulting from a complaint (described above) or a decision on certification must be made in writing to the Chairman, TQCSI Advisory Board, PO Box 483, Woodville, SA, 5011, Australia or by email to chairman@tqcsi.com. If the appeal is in relation to a suspension or cancellation of certification, it must be made within 14 days of being advised of the respective action. The appeal must include all known and pertinent facts of the case.

The TQCSI Advisory Board, or a relevant sub-committee, will investigate the case and, if able, resolve the issue. The appellant will be informed in writing of the results of the appeal. If the appellant remains dissatisfied then a further appeal may be made directly to JAS-ANZ (in the case of JAS-ANZ accredited programs). The decision of JAS-ANZ will be final and binding on, both, the client and TQCSI.

In instances where the appeal was upheld and the client is reinstated with certification, no claim may be made against TQCSI for reimbursement of costs or losses associated with the action taken.

LIST OF CERTIFIED ORGANISATIONS

TQCSI will maintain a register of all clients who have achieved certification and maintain that certification through TQCSI. This register, known as the List of Certified Organisations, will be made available to the public through the TQCSI website (www.tqcsi.com). Additionally, all clients registered with TQCSI under a program for which TQCSI is accredited will automatically be included in the JAS-ANZ Register (www.jas-anz.org) and QualityTrade website (www.qualitytrade.com), as appropriate.

INDEPENDENCE OF OPERATIONS

TQCSI is to conduct its operations separately and at arm's length from any other company associated with management system consultancy. Separate procedures have been established to ensure there is no conflict of interest in an auditor's assessment and the certification approval process.