

# GENERAL TERMS AND CONDITIONS OF CERTIFICATION



INTERNATIONAL  
QUALITY SYSTEMS

Suite 11  
602 Whitehorse Road  
Mitcham, VIC 3132

P: 03 8804 4910

F: 03 8804 4999

[admin@iqs.com.au](mailto:admin@iqs.com.au)

[www.iqs.com.au](http://www.iqs.com.au)

## 1 INTRODUCTION

- 1.1 General Terms and Conditions of Certification apply to all Management System Certification Programs provided by International Quality Systems Pty Ltd (IQS) and are accessible in the PDF to all clients prior to entering into a contract with IQS.
- 1.2 The policies and procedures IQS uses in the certification process are designed to comply with the requirements of the Joint Accreditation System - Australia and New Zealand (JAS-ANZ), eCSB Rules, BRC Requirements and other relevant Australian and International Standards.
- 1.3 The Certificate issued by IQS after a successful completion of initial audit, or re-audits or surveillance audits remains the property of IQS.

## 2 GENERAL

- 2.1 IQS reserves the right to refuse certification, defer certification, alter the scope of certification, temporarily suspend certification or withdraw certification. Such decisions and the reasons for them shall be communicated to the client organisation in writing.
- 2.2 The Certificate of Registration remains the property of IQS at all times and IQS retains full control over its use and display. The Certificate of Registration shall be returned promptly on request from IQS or on termination of the certification.
- 2.3 Certification shall not be regarded as in any way diminishing the normal contractual responsibilities between the certified client organisation and its customers.
- 2.4 The client organisation certified by IQS agrees and accepts the full responsibility for ensuring that its products comply with the certification requirements during the certification period.
- 2.5 All information relating to a certified client's organisation business or affairs shall be treated by IQS as confidential, except for information which is:
  - 2.5.1 In the public domain.
  - 2.5.2 Required to be disclosed by any relevant legal authority
  - 2.5.3 Disclosed to confirm the validity of the certification from IQS.

2.5.4 Disclosed with the client organisation authority given at the signing of the contract with IQS, e.g. registration and removal from the JAS-ANZ, eCSB or BRC registers – Directories of Certified Clients.

2.6 Certified client organisations shall be subject to scheduled surveillance audits and reaudits. As a general guide surveillance audits shall normally take place within 9-12 month period from the date of certification.

2.7 IQS reserves the right to carry out unscheduled surveillance audits or a reaudit at intervals other than that stated above.

### **3 THE CERTIFICATION PROCESS**

#### **Initial Certification by IQS**

Upon receipt of all relevant information including the Program Application Form, Guidelines, Terms and Conditions of Certification and prior to commencement of the certification process the client organisation will be required to enter into a legally binding contract or agreement with IQS.

This documentation shall contain a detailed description of the initial and continuing certification activities, the normative requirements for certification, information about all applicable fees, IQS requirements in regard to information and documentation, description of the process for the conduct of audits, including provision for examining documentation and access to all processes and areas, records and personnel during initial audit, surveillance audits, recertification audits and resolution of complaints.

The Application Form shall be completed by an authorised representative of the (applicant) client organisation. It shall provide the necessary information to enable to establish the following:

- a) scope of certification
- b) general description of client organisation, names, addresses, locations, products, processes and legal obligations
- c) general information relevant to the field of certification, human, technical resources, functions and relationships
- d) information concerning all outsourced processes used by the client organisation that may affect conformity to requirements
- e) standards or other requirements applicable to the client organisation seeking certification
- f) information about use of consultancy relating to the management system

Where applicable, IQS shall obtain approval from the client organisation to accommodate the presence of observers, e.g. accreditation auditors, IQS audit process evaluators or trainee auditors.

IQS shall also issue information describing the rights and duties of certified client organisations including communication channels with IQS, when certified.

The Terms and Conditions of Certification may change from time to time and IQS will ensure that the latest terms and conditions are available to the client.

## The Meaning of Certification

The certification against the relevant Standard is not a statement that IQS guarantees that client organisation can supply its products and services in compliance with specified customer requirements. It is also not a guarantee that all applicable regulations are being met, or will continue to be met, at all times. This is clearly a legal obligation and total responsibility of the client organisation.

The Certification documentation represents a statement that the client organisation's management systems have been implemented in accordance with the Standard and applicable regulatory requirements, and the validation and verification of the management system has been evaluated and determined effective at the time of audit.

## The Client Organisation Obligations

### 3.1 The certified client organisation shall:

- 3.1.1 At all times comply with the Terms and Conditions of Certification.
- 3.1.2 Maintain the management system in accordance with the Scope of Certification and the relevant standards and regulatory requirements.
- 3.1.3 Provide IQS representatives access to premises, facilities and records at any reasonable time during working hours for the conduct of surveillance audits and periodic reaudits.
- 3.1.4 Maintain a controlled copy, or provide copies on request, of the documented management system, for use by IQS in conducting surveillance audits or periodic reaudits.
- 3.1.5 In a time frame specified by IQS, rectify any deficiencies found during surveillance audits or reaudits.
- 3.1.6 Only claim it is certified in respect of those activities which are detailed in the Scope of Certification and which are carried out in accordance with these conditions and the relevant standards and regulatory requirements.
- 3.1.7 Maintain records of all complaints received regarding the product or services provided, and subsequent corrective action.
- 3.1.8 Pay by the prescribed date fees for application, audits, certification, surveillance and other services as determined by IQS.
- 3.1.9 When making reference about its certification in communication media such as documents, brochures or advertising, shall comply with the requirements of these Terms and Conditions.
- 3.1.10 Not use the certification report, Certificate of Registration, or the Certification Mark(s) in a manner that IQS may consider improper or misleading.
- 3.1.11 Take such immediate steps as IQS may request in correcting any such misuse.
- 3.1.12 On termination of certification, however determined, immediately discontinue the use of any advertising matter which contains any reference thereto and return any certification documents as required by IQS.
- 3.1.13 Make it clear in all contacts that a Certificate of Registration issued by IQS in no way implies that the integrity of product or service is guaranteed at all times.

3.1.14 Immediately notify IQS any pending product recalls and/or product withdrawals, any major changes in its management system including changes/new appointments to the senior management responsible for the operations any other condition which may affect the product or service integrity.

## 4 USE OF CERTIFICATION MARKS

- 4.1 Certified companies may use the Certification Mark on packaging, vehicles, stationary, literature and publicity material subject to the following conditions:
- 4.1.1 The use of the JAS-ANZ Accreditation Mark and or BRC Mark alone is not permitted.
  - 4.1.2 The IQS Certification Mark shall not be used on any stationary, document or publicity material unless it relates in whole or part to the certified company Scope of Certification.
  - 4.1.3 The BRC Quality Mark can only be added to the certificate where the evaluation has been undertaken by an evaluator trained by the BRC.
  - 4.1.4 The IQS Certification Mark shall be used in conjunction with the certified company own name, product and site certified by IQS.
- 4.2 The Mark(s) shall not be used on a product, or in any way be interpreted as denoting product approval or conformity, if only the management system of the certified company has been certified. Use of the Mark(s) on individual products implies specific product(s) certification and the Mark shall only apply to products and the site defined in the Scope of Certification.
- 4.3 IQS reserves the right to approve any proposed use of the Mark(s).
- 4.4 On notification in writing, the certified client organisation shall discontinue any use of the Mark(s) that is unacceptable to IQS and any form of statement used in conjunction with the Mark(s) that may be misleading. The certified company shall also undertake any other action requested by IQS with regard to unacceptable use of the Mark(s).
- 4.5 On termination of registration, however determined, the client organisation shall immediately cease use and distribution of any form of use of the Mark(s).
- 4.6 Acceptance of these conditions will be confirmed by use of the Mark(s) once certification has been achieved.

## 5 SUSPENSION OF CERTIFICATION

- 5.1 IQS may suspend certification for a period:
- 5.1.1 If surveillance audits indicate non compliance with the specified requirements but immediate cancellation of the Certificate of Registration is not considered necessary.
  - 5.1.2 If there has been any contravention or breach of the IQS Terms and Conditions of Certification.

- 5.1.3 If improper use of the fact of certification, Certificate of Registration or IQS Certification Mark(s) is not remedied to the satisfaction of IQS
- 5.1.4 Non-payment of fees to IQS
- 5.1.5 On request from the client organisation
- 5.1.6 On notification of pending product recall and/or product withdrawal
- 5.1.7 On a failure to notify promptly IQS about major changes in senior management responsible for operations.

5.2 During the Suspension period:

- a) The client organisation shall not make any misleading claims as to the status of certification, shall cease to advertise or use the certification mark from the date of notification of suspension
- b) Where relevant, IQS may require that:
  - *No affected product is placed on the market*
  - *Potentially defective product is subject to immediate corrective action, including product recall and/or product withdrawal, where applicable*
- c) Discontinue use of advertising when the scope of certification is reduced or if activities are outside the scope of certification
- d) Not use its certification in such manner that would bring IQS or its certification system into disrepute and loss of public trust.

5.3 At completion of the specified period and appropriate corrective and preventive action completed and audited, IQS shall either:

- 5.3.1 Remove the suspension, restore the certification status and notify the client organisation accordingly.
- 5.3.2 Cancel the certification and withdraw the certificate if the Terms and Conditions of Certification are not fulfilled.

## 6 CANCELLATION OF CERTIFICATION

6.1 IQS shall cancel registration, withdraw the Certificate of Registration, and cancel any agreement for use of the Marks in the following cases:

- 6.1.1 Under the relevant provisions of Suspension of Certification
- 6.1.2 If surveillance audits indicate that non compliance to relevant requirements is of a serious nature.
- 6.1.3 At the written request of the company.
- 6.1.4 The Conditions of Certification have changed and the client organisation either will not or cannot ensure conformity with the new requirements.
- 6.1.5 Client organisation ceases to operate the certified system.
- 6.1.6 Client organisation fails to meet its financial obligations to IQS.
- 6.1.7 On any other grounds specifically provided for in the Terms and Conditions of Certification or formally agreed between IQS and the client organisation.

6.2 Cancellation of certification shall be executed by the Programs Manager where IQS shall advise authorities to cancel listing in relevant registers and inform the client organisation accordingly by the registered letter.

## 7 CHANGES

- 7.1 In the event of any changes being required to these Terms and Conditions of Certification IQS shall:
- 7.1.1 Allow applicants or certified client organisations affected by a proposed change the opportunity to submit comments including use of Appeals.
  - 7.1.2 Specify an effective date for the change(s). The effective date shall allow sufficient time for the certified client organisations to implement the change.
  - 7.1.3 Formally notify all applicants or certified client organisations of the new requirements, the effective date of change and the action required.
- 7.2 Failure by a certified client organisation to take the required corrective or remedial action(s) by the effective date may lead to suspension or cancellation of certification by IQS

## 8 CLIENT COMMUNICATION AND APPEALS

- 8.1 It is the IQS Policy to encourage all applicants and clients to raise any concerns with IQS Lead Auditor or the IQS Programs Manager as soon as they arise.
- 8.2 Appeals against a decision regarding certification, or any disputes concerning the interpretation of the relevant standards, will be considered.
- 8.3 Appeals should be lodged by sending a substantiated letter of appeal to the Chairman of IQS Board of Directors.