

1. INTRODUCTION

These Codes of Practice have been structured in accordance with the requirements of the accreditation bodies whose accreditation Compliance Australia Certification Services ("Certification Body") currently holds. A current list of such bodies and the scope of accreditation of the Certification Body with each is available on request from any office of the Certification Body.

2. SCOPE

The Certification Body provides services to persons firms or companies (each a "Client") which include:

- (a) Quality, environmental, safety, health and other management system certification in accordance with international or national standards;
- (b) Product (a term used to include service or process) certification in accordance with non-mandatory normative documents, specifications or technical regulations; and
- (c) Second party audits, pre-assessments, training courses in quality management and related activities.

The services of the Certification Body may, in its absolute discretion, be fulfilled by the Certification Body itself by its own employees or by the Certification Body entrusting them to an CACS affiliated company or to any other person or organisation. Where part of the work is subcontracted to others the Certification Body retains full responsibility for granting, maintaining, extending, reducing, suspending or withdrawing registration and for ensuring that properly documented agreements are in place.

3. LEGAL STATUS

The Certification Body is PTY LTD Company incorporated in Queensland.

4. CONFIDENTIALITY

The Certification Body maintains confidentiality at all levels of its organisation concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to legal process or required by an accreditation body after 'providing the Client with a copy of such process or requirement.

5. ORGANISATIONAL STRUCTURE

A copy of the organisation chart of the Certification Body, showing the responsibility and reporting structure of the organisation, and documentation identifying the legal status of the Certification Body are available on request.

6. GENERAL CONDITIONS

In order to obtain and retain registration, the Client shall comply with the following procedures and rules:

- (a) The Client shall make available to the Certification Body all documents, samples of products, drawings, specifications and other information required by the Certification Body to complete the assessment program and shall appoint a designated person who is authorised to maintain contact with the Certification Body;
- (b) The Certification Body, if not satisfied that all registration requirements are met, shall inform the Client of those aspects in which the application has failed;
- (c) When the Client can show that remedial action has been taken by it, within the time limit specified by the Certification Body, to meet all the requirements, the Certification Body will arrange, at additional cost to the Client, to repeat only the necessary parts of the assessment;
- (d) If the Client fails to take acceptable remedial action within the specified time limit it may be necessary for the Certification Body, at additional cost, to repeat the assessment in full;
- (e) Identification of conformity shall refer only to the sites or products assessed as specified in the Certificate or other attachments which may accompany the Certificate.

7. APPLICATION FOR REGISTRATION

On receipt of a completed enquiry, a proposal shall be sent to the Client outlining the scope and costs of the services together with an Application for Registration. Once the Application is returned, together with any due payments and controlled copies of relevant documentation and samples, the project will be allocated to an auditor who will be responsible for ensuring that the services are carried out in accordance with the procedures of the Certification Body.

8. REGISTRATION

When the Certification Body is satisfied that the Client meets all the registration requirements, it will inform the Client and issue a Certificate. The Certificate shall remain the property of the Certification Body and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

The Certificate will remain valid unless surveillance reveals that the management system and / or products of the Client no longer meet the standards, norms or regulations.

9. CERTIFICATION MARKS

Upon issue of a Certificate the Certification Body may also authorise the Client to use a designated certification mark. A Client's right to use any such mark shall be contingent on its maintaining a valid Certificate in respect of the certified management system and / or products and of complying with the Regulations governing the use of the mark of the Certification Body. A Client who has been authorised to use a certification mark of an accrediting body must also comply with the rules of such body. Improper use of a certification mark shall be a major non-conformance.

10. SURVEILLANCE

Periodic surveillances shall be carried out and shall cover aspects of the management system, documentation, manufacturing and distributing processes and products, depending on the type of certification services provided, at the discretion of the nominated auditor. The Client shall give access to all sites or products for surveillance purposes whenever deemed necessary and the Certification Body shall reserve the right to make unannounced visits as required.

The Client shall maintain a register recording all customer complaints and safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and make this available to the Certification Body on request. The Client shall be informed of the results of each surveillance visit.

11. CERTIFICATE RENEWAL

In order to revalidate its Certificate at the end of every cycle, the Client will normally be informed of the requirement for Certificate renewal during the last surveillance visit of each cycle, but sole responsibility for timely Certificate renewal shall be with the Client.

12. EXTENSION OF REGISTRATION

In order to extend the scope of a Certificate to cover additional sites or products, a Contract Variation will be completed together with the Client and an assessment will be carried out on those areas not previously covered. The cost of extending the scope of registration will be based on the nature and program of work. Following a successful assessment, new Certificates will be issued and the Client shall return the superseded Certificates to the Certification Body.

13. SYSTEM / PRODUCT MODIFICATION

The Client shall inform the Certification Body, in writing, of any intended modification to the management system, products or manufacturing process which may affect compliance with the standards, norms or regulations. The Certification Body will determine whether the notified changes require additional assessment. Failure to notify the Certification Body of any intended modification may result in suspension of the Certificate.

14. PUBLICITY BY CLIENT

A Client may make reference in communication media that its management system or products have been certified and may apply the relevant certification mark to stationery and publicity materials relating to the scope of registration as provided in Regulations in force from time to time. The Client may not, however, apply such mark in relation to its products unless they have been certified for product conformity.

In every case, the Client shall ensure that in its publications and advertising material no confusion arises between certified and non-certified systems, products and sites. The Client shall not make any claim that could mislead third parties to believe that certain systems, products and sites have been certified when, in fact, they have not.

15. MISUSE OF CERTIFICATE AND CERTIFICATION MARK

The Certification Body shall take suitable action, at the expense of the Client, to deal with incorrect or misleading references to registration or use of Certificates and certification marks. These include suspension or withdrawal of Certificate, legal action and / or publication of the transgression.

16. SUSPENSION OF CERTIFICATE

A Certificate may be suspended by the Certification Body for a limited period in cases such as the following:

- (a) If a Corrective Action Request has not been satisfactorily complied with within the designated time limit;
- (b) If a case of misuse as described in Clause 14 is not corrected by suitable retractions or other appropriate remedial measures by the Client;
- (c) If there has been any contravention of the Proposal, Application for Registration, General Conditions for Certification Services, Code of Practice or Regulations governing the use of the certification mark; and / or
- (d) If products are being placed on the market in an unsafe or non-conforming condition.

The Client shall not identify itself as certified and shall not use any certification mark on any products that have been offered under a suspended Certificate.

The Certification Body will confirm in writing to the Client the suspension of a Certificate. At the same time, the Certification Body shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfillment of these conditions the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn. All costs incurred by the Certification Body in suspending and reinstating a Certificate will be charged to the Client.

17. WITHDRAWAL OF CERTIFICATE

A Certificate may be withdrawn if

- (a) The Client takes inadequate measures in case of suspension;
- (b) In the case of product certification, the products do not conform to the standards, norms or regulations or are no longer offered; or
- (c) The Certification Body terminates its contract with the Client.

In any of these cases, the Certification Body has the right to withdraw the Certificate by informing the Client in writing. The Client may give notice of appeal (see Clause 19). In cases of withdrawal no reimbursement of assessment fees shall be given and withdrawal of the Certificate may be published by the Certification Body and notified to the appropriate accreditation body, if any.

18. CANCELLATION OF CERTIFICATE

A Certificate will be cancelled if

- (a) The Client advises the Certification Body in writing that it does not wish to renew the Certificate;
- (b) The Client no longer offers the products, processes or services;
- (c) The Client goes out of business; and / or
- (d) The Client does not timely commence the Certificate renewal process.

In cases of cancellation no reimbursement of assessment fees shall be given and cancellation of the Certificate may be published by the Certification Body and notified to the appropriate accreditation body, if any.

19. RECOGNITION OF ACCREDITED ORGANISATIONS

The Certification Body will generally recognise the registration of other accredited organisations where this does not compromise the integrity of a system or product certification scheme. The Certification Body reserves the right not to do so at its discretion.

20. APPEALS

If, for any reason, notification is given which may result in a Certificate not being issued, suspended or being withdrawn, the Client has the right to appeal. Notification of the intention to appeal must be made in writing and shall be received by the Certification Body together with relevant supporting facts and data for consideration during the Appeals process. The intention the appeal shall be received within seven days of receipt of notification of the non-issue, suspension or withdrawal of the Certificate. All appeals are forwarded to the Certification Body and are put before a sub-committee of the Advisory Council. The Certification Body shall be required to submit evidence to support its decision to withhold, suspend or withdraw the Certificate. The decision of the sub-committee shall be final and binding on both the Client and the Certification Body. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision. In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against the Certification Body for reimbursement of costs or any other losses incurred as a result of the withholding, suspension or withdrawal notification.

21. COMPLAINTS

If a Client has cause to complain regarding the conduct of the Certification Body's personnel, the complaint shall be made in writing, without delay, and addressed to the Executive Director of the Certification Body. If the complaint is made against the Executive Director, the letter of complaint shall be addressed to the Chief Executive Officer of the Certification Body.

THE CERTIFICATION BODY RESERVES THE RIGHT TO ADD TO, DELETE OR CHANGE THESE CODES OF PRACTICE WITHOUT PRIOR NOTIFICATION. ALL SERVICES ARE PERFORMED ACCORDING TO THE GENERAL CONDITIONS FOR CERTIFICATION SERVICES