



Global-Mark P/L

Management Document G-00

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Revision History

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1 Why Do We Have This Document?

This document describes the Certification services that Global-Mark provides, the steps involved in obtaining Certification and the Terms, Conditions and Rules associated with these programs. It is very important that all Clients and potential Clients be well aware of this document before signing the Client Agreement Form.

This document used to be named: the Client Pack.

2 How To Read This Document

This document should be read in conjunction with other key Global-Mark documents that are available on our website (www.global-mark.com.au):

- MSP-00: Introduction To Our Management Systems
- MSP-01: Nomenclature and Definitions
- Program Information Brochure(s) specific to each program

The present document is subject to change at any time by Global-Mark Pty Ltd. Clients will be notified in writing of the changes.

3 The Aim of Global-Mark's Programs

Beyond Compliance

In today's complex trading world, organisations of all types, sort, size and nature have many forms of compliance, governance, or expectation from their society, funding-providers, regulators, buyers, or other stakeholders.

This represents a complex, continually changing framework where regulated, semi-regulated, self regulated or voluntary compliance is expected. Global-Mark aims to provide a complete suite of programs, which delivers trust and confidence.

Many components of their requirements often overlap. Regulatory, funding, performance or supply management or product/service outcomes or expectations are built into our programs, and our ability to offer an extensive suite of programs, within an integrated audit, assessment, review methodology is aimed at removing duplication, saving time, resources and money.

Global-Mark offers a wide range of Certification programs that allow organisations of all sizes to demonstrate their compliance and have their achievement recognised in a market.

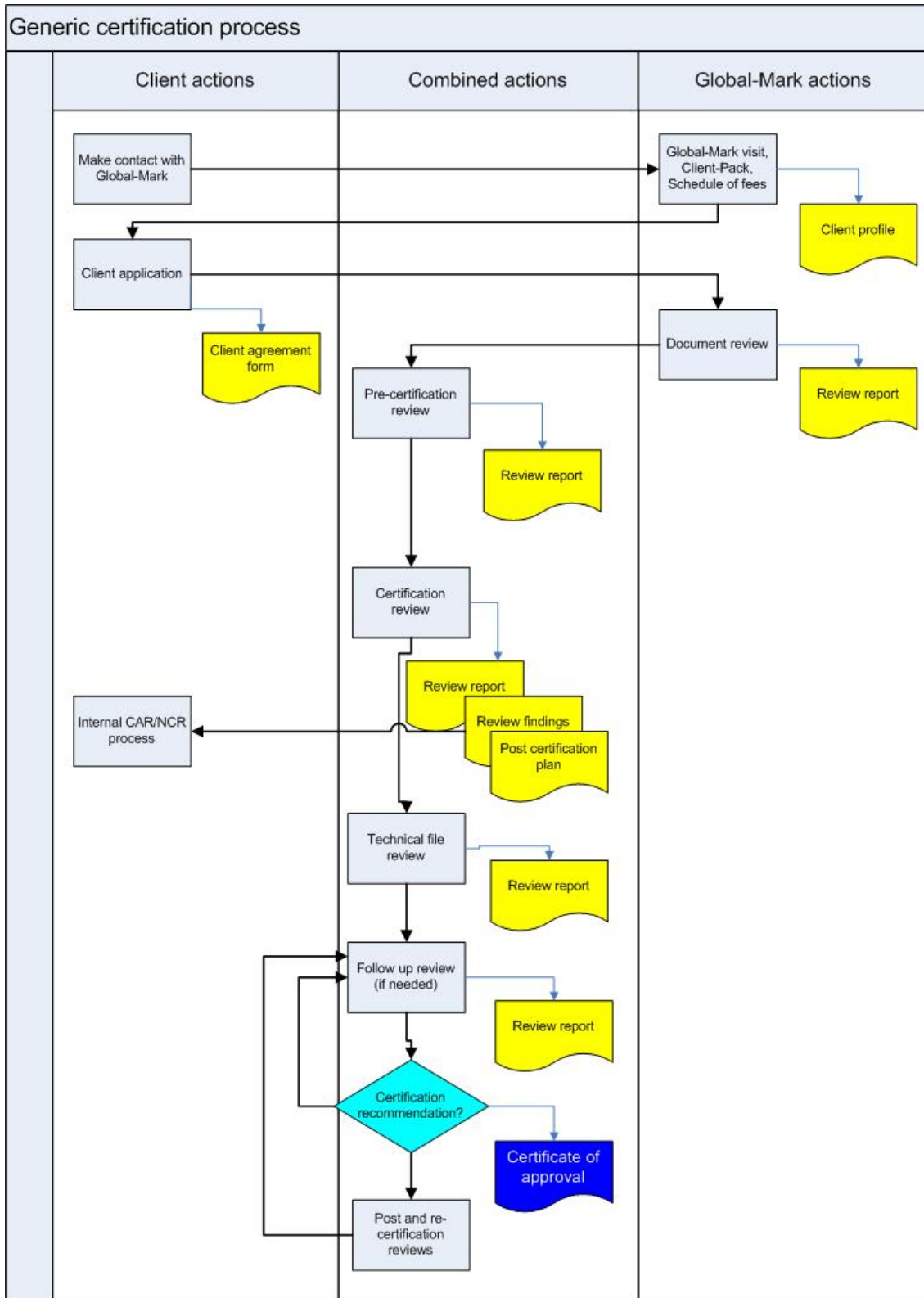
We understand that the outcome of our work, is aimed at building confidence, and to do so, we must be independent, thorough, professional, competent and fair. We need to recognize that our work is often not for our direct Clients, but for their own Clients.

We wish to be rigorous in our assessments and transparent in our decisions. Every Client is treated with the same process and rated on the same scale. We will be part of the solution, as we believe that informed performance is built on sound systems, commitments and processes.

We will assist and support all our Clients in building these sound systems, commitments and processes.

4 Generic Certification Process

4.1 Overview



4.2 Initial presentation and Fee proposal (not always needed)

Your Global-Mark Client Manager may, at your request, conduct the initial interview to gain a good understanding of your operation, team, products and business and what you require from us. This can happen either over the phone or with a visit to your office. Your Client Manager will also provide you with all the information you need about Certification to your desired standard, the processes that Global-Mark use, a fees structure and what will be required from you. You will have the opportunity to discuss any questions or concerns with your Client Manager. Once your Client Manager understands your requirements, he or she will provide you with a Fee Proposal detailing fees and costs. This is a free service and carries no obligation to proceed.

4.3 Application: Becoming a Global-Mark Member – Welcome to our Team.

Once a Client has reviewed and accepted the Schedule of Fees, and wishes to commit to the Global-Mark Certification process, an approved signatory from the Client organisation should complete, sign and send to Global-Mark the **Client Agreement Form**. (specifying the standard/s, scope/products and site/s to be covered by the services)

This document is a formal contract between the organisation seeking Certification and Global-Mark Pty Ltd, including its acceptance of the Certification process, rules governing Certification/accreditation marks, appeals, and contractual terms and conditions.

It is, therefore, very important that prior to signing, each Client reviews the information to ensure that an informed decision is made.

Once Global-Mark receives the **Client Agreement Form**, we will send you an acknowledgement of this, and in some cases (depending on the program) issue a **Certificate of Membership**.

Membership of Global-Mark is achieved by completing the **Client Agreement Form** and paying the application fee. You receive a **Certificate of Membership** (which is electronic and is downloaded from our website) that signifies your commitment to developing your business or product in line with your chosen standard. Your Certificate of Membership is valid for 2 years, does not signify that your organisation has achieved Certification but may be useful for demonstrating your commitment in marketing or tendering situations. It is not appropriate to imply that your organisation has achieved any form of Certification, because of this membership.

If and when membership expires, an organisation can reapply, by paying again the membership fee.

Note: Temporary sites such as building sites set up by an organization in order to perform specific works are not to be treated as part of a multi-site operation. Any sampling of the activities performed at such sites will be for the purpose of confirming the activities of the permanent office whose management system is subject to certification, not for the purpose of granting certificates to the temporary sites themselves.

4.4 Document Review

Document reviews are a requirement of certain programs (refer to the specific Program Information Brochure) and are conducted to ensure that the structure of the Management System is likely to meet the requirements of the Standard. Also, we verify that there are policies that address what is required in the Standard and that they are supported by procedures, as required by the standard. We do not necessarily review all the procedures (but only a sample) as part of the Document Review.

At the conclusion of the Document Review, you receive a report or letter outlining and explaining what we believe has been missed or is not clearly addressed. The report will also explain if a further Document Review is needed, or if you can progress to the next stage.

4.5 Pre-Certification Review

A Pre-Certification Review is required for some programs and is optional for others (refer the Program Information Brochure). The Pre-Certification Review is carried out at your office or on site. It reviews the nature of the site processes, hazards, environmental impacts and aspects (as appropriate) and also verifies, to a smaller extent, the existence of systems as appropriate to their working context.

The aim of this step is to ensure that your organisation is likely to be ready for the Certification Review.

At the conclusion of the Pre-Certification Review you will receive a **Report** supported by **Review Findings**, if any.

4.6 Minimum implementation of prior to certification – Requirements which apply to Clients

It is a requirement of Global-Mark certification programs that initially (at the time of certification) the minimum frequency of internal audits be yearly, that the internal audit process be well started and results published and that at least one complete management review be undertaken (including records being available) prior to certification. Certification cannot not be granted until there is sufficient evidence to demonstrate that the arrangements for management review and internal audit have been implemented, are effective and will be maintained. Any records of internal audits and management reviews should be made available to the Global-Mark on request.

4.7 Certification Review

The Certification Review is carried out to determine if your Management System and its implementation or product complies with the Certification Standard.

The length of time that it takes to carry out the Certification Review will depend on your organisation, the Standard, number of employees, shifts, products, process complexity and number of sites and will be pre-arranged with you.

At the completion of the Certification Review your Client Manager will hold a closing meeting where he/she will present the **Review Findings** and conclusions. The Review Findings will be documented at the closing meeting, and presented verbatim to your team. It is important that if you do not agree or understand, you discuss this with your Client Manager.

If there are no nonconformities, your Client Manager will recommend Certification to the Managing Director or his delegate. The Managing Director then assesses the recommendation and if approved, Global-Mark will inform you in writing that you have been successful and give instructions for downloading your Certificate of Approval from our website.

The Global-Mark Client Manager will also discuss, and agree with you, the scope of Certification. These are the words to appear on the Certificate of Approval and Schedule (if any). It is important that these words describe clearly your processes and products, and also are representative of what was reviewed on your sites. Words also need to be sufficiently clear so that a potential buyer of your products will have no doubts as to your competence and what was included in our independent review and Certification of your organisation. The scope of Certification can be changed (expanded, re-worded) in the future, with approval from your Client Manager.

Your organisation will be granted the use of the Global-Mark® and the JAS-ANZ mark where appropriate on stationery and marketing materials and the organisation's details will be published on Global-Mark's Register of Certified Organisations at www.global-mark.com.au and, if applicable, the JAS-ANZ Register of Certified Organisations at www.jas-anz.com.au. (JAS-ANZ mark and register are only accessible for the program for which Global-Mark is accredited by JAS-ANZ).

You will receive a **Review Report** and **Review Findings** that will detail any areas of non-conformity, improvement requests and observations and a **Post-Certification Review Plan** (presenting the next 3 years' review schedules and the scope of these reviews).

It is important that the corrective action process within your Management System processes the **Review Findings**. The actions taken as a result of the **Review Findings** will be reviewed during subsequent Global-Mark reviews.

Use of prototypes: In the Product Conformance Program, under a type 5 approval (Certified or Approved Product Program) Test Report based on a prototype of product may be accepted. Global-Mark may at its own discretion issue a **Certificate of Approval**, subject to satisfactory correlation tests being undertaken within 3 months of production being established. The only instance where such rule applies is when production is not yet established.

4.8 Post-Certification Reviews

Our programs contain a requirement for Post-Certification Reviews to be carried out at predetermined intervals from the date of your initial Certification. These reviews are carried out in the same manner as the Certification Business Review and are necessary for Global-Mark to be assured that the system continues to comply with the Standard and therefore for Certification to continue to be maintained.

Post-Certification Reviews are generally shorter in duration due to the fact that only portions of the Standard are being reviewed.

Generally Post-Certification Reviews must occur within a maximum of 12 months from the last Post -Certification, Certification or Re-Certification review (refer to the Program Information Brochure). Please note that the Post-Certification Reviews timing is not always synchronized with the dates of your Certificate of Approval or Schedule (if any).

A **Post-Certification Review Report**, and **Review Findings Report**, is issued to each Client after the Review.

4.9 Re-Certification Review

Once every 3 years after the Certification Review, or last Re-Certification (or more depending on the program, refer to the Program Information Brochure) a full Business Review of the system as a whole needs to be completed. The aim is to confirm that the system in its entirety is working well and that the links between processes are sound.

The duration of the Re-Certification review is generally longer than a normal Post-Certification review, but shorter than the original Certification Review.

A **Re-Certification Report**, **Review Findings**, and a **Post-Certification Review Plan** (covering the next 3 years) are issued to each Client after the Review.

Based on the outcomes of the Review, the Global-Mark Client Manager needs also to recommend that Certification be:

- Renewed,
- Withheld (subject to a non-conformity (ies) or improvement requests being addressed)
- Suspended

Generally a new **Certificate of Approval** is issued after a successful Re-Certification.

Re-Certification Reviews must occur within a maximum of 3 years from the last Certification or Re-Certification review (refer to the Program Information Brochure). Please note that the Re-Certification Reviews timing is not always synchronized with the dates of your Certificate of Approval or Schedule (if any).

4.10 Technical File Review

This is a requirement of the Product Conformance program. For each product to be certified, a product technical file must be prepared by the organisation seeking Certification. Such a file must contain, **as appropriate** to the product (discuss this with one of our Client Managers):

- Description of the product;
- Description of the range of the product, (size, grade, colours, etc);
- Lists of critical components, assemblies, sub-assemblies, raw materials;
- Bill of material (including name and specification of critical suppliers and subcontractors);
- Drawings, sketches, photographs and graphs which show the product, its assembly, manufacturing and parts;
- Recognised Test Reports (including details and credentials of the laboratory that has undertaken the tests);
- Standards or specifications called for in the procurement of raw materials, sub assemblies, manufacturing, assembly or testing phases of the product;
- Design calculations or notes, supporting the product compliance to the Standard,
- Information on product branding, packaging and promotional material (including information contained with the product).

The aim of the review is to verify that the standard is fully covered by the tests undertaken, and that results of tests show that the product complies. Also, test reports need to comply with specific requirements, as defined in our Nomenclature and Definitions document.

The outcomes of the review will be a **Technical File Review Report** (s), but as the file is being reviewed, your Client Manager will communicate extensively with you to discuss missing or incomplete information, seek additional information etc.

In the case of any Product Conformance program, the **Certificate of Approval and Schedule** (if any) cannot be issued until such time as the Technical File Review has been completed and is successful (i.e. the file is complete and there is full compliance).

4.11 Follow Up Review:

A Follow -up Review is needed if:

- there are a large number of Improvement Request,;
- one or more nonconformity (ies) (in which case Certification cannot be recommended);
- changes within the Client organisation (including change of ownership, product, process, system, management, relocation);

- when a complaint has been raised with Global-Mark, or a breach has been reported to Global-Mark or a related stakeholder;
- other conditions, as determined by Global-Mark, where the integrity or compliance of the system, process or product needs to be verified;
- a Client wishes to extend the scope of their Certification or
- there is a change in the Certification Standard or requirements.

A **Report** is issued after each Follow-up review. Please note that this report may be supported by **Review Findings**, and be prepared as an updated version of a previous report.

4.12 Technical Experts

These may be called in to support the Review team. Technical Experts are selected because of their technical know-how and expertise in a particular field which is not covered by the Review team. Technical Experts always report to the Client Manager, do not work independently and do not make decisions. They provide advice to the Review Team. A Client has the right to reject a Technical Expert on the basis of conflict of interest. Technical Experts sign the generic Global-Mark Subcontractor Pack, which has strict confidentiality clauses. Technical Experts, as other team members, will review documentation, witness activities, sight records but will not take documents, data, and photographs away from your premises without your specific approval.

Fees of Technical Experts are passed on to Clients, at cost, and are in addition to the Schedule of Fees.

4.13 Classification and processing of Review Findings

There are three levels of deficiencies that may be found by your Client Manager during the Certification Business Review. These are:

Nonconformity:

- The absence of, or the failure to implement and maintain, one or more Standard requirements, or a situation which would, on the basis of objective evidence, raise significant doubt as to the capability of the Management System or Product to achieve the policy and objectives of the organisation, comply with expectations or the Law.
- Failure to address a requirement of the Standard, a contractual requirement or a requirement of the Law.
- Failure to follow a requirement frequently or willfully
- Over 5 Improvement Requests on the same issue

Improvement Request:

- Minor nonconformity observed in a particular requirement clause of the Standard, contractual requirement or Law.

Observation:

- A deficiency actual or potential outside the scope of the Standard, contract or Law, or where it was not possible to demonstrate nonconformity.

Review Findings need to be actioned within a maximum of 3 months from the time they were raised by Global-Mark. Clients need to copy the Review Findings into their own Non-Conformance/Corrective Action system, and process it according to their own system. Global-Mark will review records and test the actions taken in relation to the review findings, and their effectiveness. Global-Mark might also require that evidence be submitted in regards to actions taken by the company.

4.14 Understanding review dates and dates on Certificates

There are 2 important cycles in the Certification process:

- The audit/review cycle (surveillance audits are based on this cycle in particular the first post certification review and re-certification review)
- The Certification cycle: it starts from the date of the certification decision – made by Global-Mark when a file is signed off. The date when the Certification decision is made appears on the Certificate (as the Certificate issue date), and the Certificate expiry date is typically 3 years from this date.

Notes:

- This applies to most programs, but there are some regulated programs where there could be some variations
- The audit cycle needs to be complied with in order to maintain certification (for example a re-certification review may need to be undertaken before the certificate expiry date).

5 Conditions Specific to Certification Processes

5.1 Accreditation requirements

In order to ensure that our services are and continue to be in compliance with the requirements which govern our industry, Global-Mark reserves the right and that of the relevant Accreditation Body/Regulator to witness any Certification activity, at the Global-Mark office or at a Client site.

5.2 Conflicts with your Global-Mark Client Manager, or other Team Member

This can occur and Clients need to know that:

- You have the right to refuse a team member based on a conflict of interest situation; or
- You may have a personality conflict with a team member.

In both cases, you should raise your concerns with the Customer Service Manager.

5.3 Recording of complaints and breaches

It is your responsibility to maintain records of complaints, product recalls, regulatory or other breaches. It is also your responsibility to advise us, should such conditions arise that may warrant a review of our Certification decision or conditions. You must present these records to your Global-Mark Client Manager at the next scheduled business review.

5.4 Notifying Global-Mark of changes to your organisation

You must notify Global-Mark in advance when changes occur to your organisation (such as moving premises, a restructure, a change in ownership, introducing a new product line or process) which may affect the scope of your Certification. If changes happen after Certification, Global-Mark may find it necessary to perform another Business Review and change the scope of your Certification.

You must notify Global-Mark when changes to your organisation occur which may affect our decision to grant Certification. In all cases notification must be in writing.

5.5 Discovering a major breach

During a Business Review if we discover a breach of the law, or a contravention of a regulatory requirement, these are the steps we will take:

- a) Review Team members will report to the Client Manager immediately (consultation with the Program Manager may also be needed);
- b) Review Team reaches consensus that the issue is a breach of the law, and can have direct and significant risks;
- c) The Client Manager will raise a **Review Finding**, classed as a non-conformity;
- d) The Client Manager will ask for a meeting with Senior Management to be held within the next hour;
- e) The Client Manager presents the team's finding to Senior Management and explains that:
 - Unless immediate action is taken, the business review will be terminated, and the authorities may be contacted;
 - If immediate action is taken, which removes the risk, the Business Review can continue, and the company will have to put forward an action plan to investigate the issues and take appropriate corrective action, including reporting the incident to the regulator(s)

5.6 Keeping Global-Mark up-to-date

You should have a process to keep Global-Mark up-to-date and informed. Correspondence to and from Global Mark should be well managed and records should be kept.

5.7 Controlling Global-Mark information in your system

You should have a process to control and keep up-to-date in your system, information from Global-Mark. Correspondence to and from Global-Mark should be well managed and records should be kept. This includes making sure that this document, together with MSP00, and MSP01 are maintained as Controlled Documents within your Management System. Other Global-Mark documents may be added at a later stage. This is important, as from time to time, Global-Mark may update you on changes to its processes, procedures, rules, fees, terms and conditions, or Certification Standards. It is important that once received these notifications be implemented and controlled.

5.8 Manufacturer (Product Certification Programs)

An organisation(s), location(s), factory(ies), or site(s) where the product or critical component is manufactured. This may involve a number of sites or organisations. Global-Mark will determine manufacturers as "critical locations". It is the aim that "critical locations" be identified and comply with the conditions of this Product Certification Program.

5.9 Critical locations (Product Certification Programs)

Global-Mark reserves the right to determine which locations, factories or sites are deemed as critical locations. Global-Mark will make this determination on a case by case basis considering:

- The level of risk involved in the product, component, or process
- The level of certification or compliance already held by the critical location
- The stability of the organisation, is people, products, systems
- Potential product conformity or non-conformity issues
- Evidence of testing failure
- Product, material or process changes
- Other reason deemed by Global-Mark

Critical locations may be:

- Required to signed a Client Agreement
- Subject to audit/review or inspection by Global-Mark or one of its agent
- Required to submit information or communicate with Global-Mark

5.10 Suspending, reduction and withdrawing Certification

Policy

Global-Mark reserves the right to suspend, and withdraw a Certificate(s) of Approval and Schedule(s) at any time and may publish the withdrawal in any way it sees fit. Suspension, withdrawal or cancellation could occur should a Client:-

- Fail to complete corrective actions within the agreed time;
- Misuse the Global-Marks;
- Fail to comply with the financial requirements of the Agreement entered into with Global-Mark, or
- Bring Global-Mark into disrepute in any way.

Certification shall be suspended in cases when, for example,

- the client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system,
- the certified client does not allow surveillance or recertification audits to be conducted at the required frequencies, or
- the certified client has voluntarily requested a suspension.

Under suspension, the client's management system certification is temporarily invalid. The contract / certification agreement provides an enforceable arrangement with clients to ensure that in case of suspension the client refrains from further promotion of its certification. The status of suspended Client shall be made publicly accessible (on request to our office) and Global-Mark shall take any other measures it deems appropriate.

Failure to resolve the issues that have resulted in the suspension in a time established by the certification body shall result in withdrawal or reduction of the scope of certification. NOTE In most cases the suspension would not exceed 6 months.

Global-Mark can also reduce the client's scope of certification to exclude the parts not meeting the requirements, when the client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

We have enforceable arrangements with the certified client concerning conditions of withdrawal ensuring upon notice of withdrawal of certification that the client discontinues its use of all advertising matter that contains any reference to a certified status.

Upon request by any party, the CSC shall correctly state the status of certification of a client's management system as being suspended, withdrawn or reduced.

The use of the Certification Mark (Global-Mark® and JASANZ marks as appropriate) will be impacted by a reduction in the scope of Certification and a certified organisation will be required to change the way it promotes its certification.

5.11 Temporarily Suspended Certification status

At the request of the Client or discretion of Global-Mark a Certification status may be “temporarily suspended”. This must be requested and approved by the GM Managing Director. Such a suspension may typically result in important changes within the Client organisation, the temporary inability to comply with reviews/audit requirements or other reasons.

The Certification status can be suspended for a maximum of 12 months, after which time:

- Certification will be formally suspended or
- A in depth review/audit must be completed by GM to confirm that compliance is re-established (additional fees may be charged for this review/audit).

The dates of certification and expiry of certification presented on the certificate of approval will not be changed.

5.12 Cancellation of a booked Business Review

Should a Client cancel a booked Business Review with less than 5 working days written notice, Global-Mark reserves the right to charge a cancellation fee equal to 40% of the service fee. This cancellation fee is non-refundable and cannot be claimed against another Global-Mark service.

5.13 Suspension of Certification by you or by Global-Mark

Suspension of your Certification will occur if a Business Review has not been completed within 12 months of the last review.

Should your organisation decided to suspend its Certification; you must advise us in writing. Fees payable will include a pro-rata temporis of the yearly fee (based on the number of months passed at the time you advise us to suspend your Certification), plus a cancellation fee equal to 30% of the yearly fee.

Global-Mark will publish, in whatever manner it sees fit, the details of an organisation/person whose Certification has been suspended. Global-Mark also reserves the right to charge penalties to those organisations who continue to use the Certification marks without being Certified. Such instances will also be reported to the relevant trade practices regulator.

5.14 Payment of fees and invoices

All fees are non-refundable and are due within 14 days of the invoice being presented.

Application Fees, Post-Certification Yearly Fees are payable in advance and non-refundable. Post-Certification Yearly Fees need to be paid at the time of Certification (before the Certificate of Approval is issued or renewed) and yearly thereafter on the anniversary date of the Certification or Re-Certification Review.

6 Conditions of use of Certificate(s) of Approval, Certification & Accreditation Mark(s)

The Global-Mark Certification, brand, logo, and mark is called the Global-Mark®, it is a registered trade-mark and can only be used under the following conditions.

6.1 Program

Each program has a different version of the Global-Mark®.

6.2 Variation to these rules

Variations may be authorised, but must be approved in writing by the Managing Director or Customer Service Manager of Global-Mark.

6.3 Misuse of the marks or certificate

Misuse of the marks, certificate or other misleading statements will be reported and if not adequately addressed by the company may result in a nonconformance being raised, and potentially Certification to be withdrawn.

6.4 Ownership, Liability

- The Global-Mark® is a registered trade mark of Global-Mark Pty Ltd;
- Certificates of Membership, Certificate of Approval, Certification Schedules, Certification Marks are and remain at all time the property of Global-Mark. These must be returned to Global-Mark and no longer used by the Client within 10 working days of being requested by Global-Mark, or if Certification is suspended or cancelled;
- Certificates of Membership, Certificate of approval, Certification Schedules, Certification marks, or reference to Global-Mark may only be used or made whilst the company/person/organisation who has signed a Client Agreement Form is deemed to comply by Global-Mark and has had its Certification issued, renewed, expanded and not suspended;
- The issuance by Global-Mark of a Certificate of Approval, and the authorisation to use the Global-Mark® does not in anyway and should not been seen or portrayed to exempt the company/person/organisation from its/his/her obligations by law;
- Accreditation, or Certification of a System or Product, does not imply, and must not be used in any instance, as Certification of a product or service by Global-Mark, the Accreditation Body (JAS-ANZ or other) or the appropriate Government Ministers. Companies/persons/organisations are not permitted to imply or make such claims in any advertising, promotional material or other representation or advice.

6.5 Using the Certificate of Approval and Certification Schedule (if any)

- These can be downloaded at any time from our web site, once a Client has received Certification, and their Certification is maintained.
- These documents can be displayed at your office, site, promotional events, incorporated into brochures, etc, as long as the documents are not altered and are reproduced in their entirety.
- Certificates can be amended, but the change must be approved by Global-Mark and a new certificate must be issued.
- Certificates must be reproduced only in their entirety.

6.6 Using the Global-Mark® and JAS-ANZ Mark - General

Note: The JAS-ANZ mark is only accessible for programs for which Global-Mark is accredited by JAS-ANZ.

- Approved Clients are granted the right to use the Global-Mark® and the JAS-ANZ mark where appropriate on stationery and marketing materials.
- The Global-Mark® can be used as a single mark, but the JAS-ANZ mark must be used in conjunction with the Global-Mark®. The 2 marks must be of similar size and used next to each other.
- If used in colour the marks must be as follows: both the Global-Mark® and the JAS-ANZ mark are Blue: PMS 548 and Red: PMS 186. Sample artwork will be issued by the Customer Service Centre to each Client, with the Certificate of Approval.
- If used in mono-colour, the marks can be used in any colour.
- The proportions of the marks cannot be altered disproportionately: i.e. marks can be used in any size as long as they remain of equal X and Y proportions to the originals supplied by Global-Mark.
- **For all Product Conformance Programs**, where the Global-Mark® can be used on the product, the Client ID number must also be used under the mark, as per the example provided.



6.7 Using the Global-Mark® and JAS-ANZ Mark – all programs, except Product Conformance

- It is very important that the Global-Mark® and the JAS-ANZ mark do not imply that the product or service has been approved. The marks cannot be used on the product or the packaging of the product. The marks relate to the company, not the product. Marks cannot be used in any way to demonstrate that a product conforms to performance, safety, environmental or other characteristics or any other misleading manner;
- Marks can be used on stationery, literature or other publicity material;
- Marks may be placed on product packaging, on labels and affixed to the product providing the label contains the following text in a manner that makes it obvious that the text and Mark(s) are linked; ‘manufactured under a Management System certified as complying with <<Standard>>’, **and** that the packaging on which the mark(s) is used will not be issued to the end user.

6.8 Using the Global-Mark® – in a Product Conformance Program

- As above, except that the marks can be used on the product or its packaging, and the marks can be used to demonstrate compliance with the Certification Standard;
- The JAS-ANZ mark cannot be used on products;
- The conditions of the use of the marks, must be submitted to Global-Mark as part of the technical file, and must be approved in writing by Global-Mark;
- The marks can only be used on products covered by the scope of Certification, manufactured at the site listed on the certificate of approval;
- Should a product be found to be non-compliant, it must not be used on any further products until records can demonstrate that the production control system is now compliant. Also non-compliant products with the Global-Mark® cannot be sold as seconds or re-graded.
- Should a product be recalled, the company must immediately identify the nonconforming batch, recall the products and remove the Global-Mark®. Goods found or declared to be non-conforming cannot be sold or distributed in any way with the Global-Mark® visible on the product, its packaging or any of the supporting documentation.

6.9 Using other marks

For certain programs, other marks may be issued. The colours of the Global-Mark® and JAS-ANZ mark are: Blue: PMS 548, Red: PMS 186, and if used in Black and White, the Blue is 100% Black, and the Red is 65% Black. The rules and conditions of use associated with these marks are as indicated in this document, or will be made available to certified organisations when the Certificate of Approval is issued, and will also be included in the Program Information Brochure.

6.10 Laboratories

It is not permitted that management system or product certification marks be applied to laboratory test, calibration or inspection reports

7 Appeals Procedures

Global-Mark’s Appeals procedures are explained in document MSP-24 Appeals Procedure. This document is available on our web site www.global-mark.com.au or by contacting our office.

8 Complaints

Any Client, potential Client or third party can lodge a complaint against the services, decision or representative of Global-Mark. Complaint should be lodged in writing (email, fax or letter) and should include the originator’s details and be signed, so we can contact the complainant and clarify, investigate and notify of the outcome.

Complaints will be acknowledged by Global-Mark and processed according to our internal process (procedure MSP26).

9 Contractual Terms and Conditions

9.1 Basis of Contract

- No variation or qualification of these Terms and Conditions is effective unless expressly agreed in writing by the Managing Director of Global-Mark Pty Ltd [‘Global-Mark’].
- Signature of the **Client Agreement Form** indicates acceptance of these Terms and Conditions.
- The Client must provide to Global-Mark all documents, information and facilities necessary to enable Global-Mark to provide the services pursuant to this Agreement.
- Global-Mark will provide to the Client the program services for the program set out in the **Client Agreement Form**.
- The Client warrants and covenants with Global-Mark that it will at all times during the term of this Agreement comply with all reasonable requirements of Global-Mark necessary for the due and punctual provision of the services by Global-Mark, and will comply with all statutes, rules, regulations of any statutory or other competent authority.
- The Client warrants that all information and documentation provided to Global-Mark is true, complete and accurate in all respects, and there are no material omissions from such information or documentation which would or could affect Global-Mark’s decision to issue or maintain Certification.
- Global-Mark will not be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to a matter beyond its control and which could not be reasonably foreseen.
- If any provision of this agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be severed.

9.2 Terms of Payment

- All fees for services to be supplied by Global-Mark to the Client are set out in the **Schedule of Fees**. Any service supplied by Global-Mark in addition will be charged at the current rates.
- Global-Mark reserves the right to increase its current rates at any time.
- The Client shall make payment (Credit Card, Cash, Cheque, EFT) within 14 days of Global-Mark rendering an invoice.
- If the Client disputes the whole or any portion of the amount claimed in an invoice submitted by Global-Mark, the Client must pay the portion of the amount stated in the invoice which is not in dispute and shall notify Global-Mark in writing within 7 days of receipt of the invoice of the reasons for disputing the remainder of the invoice. If it is resolved that some or all of the amount in dispute ought to have properly been paid at the time of the first invoice, then the Client shall pay such amount together with interest at the rate of 4% above the benchmark rate charged by the National Australia Bank on bank overdraft facilities of \$100,000 (calculated on a daily basis).
- If the Client postpones, cancels or terminates this agreement (other than for breach by Global-Mark) prior to the services being supplied, Global-Mark reserves the right to charge a fee equivalent to 15% of the total fee agreed between the Parties, which amount will not be off-set against any future fees or charges owing by the Client to Global-Mark.

9.3 Liability

- To the extent permitted by law, Global-Mark will not be responsible in tort, contract or otherwise for any loss or damage, including for any personal injuries or death, or any consequential loss, loss of markets and pure economic loss, suffered by the Client, whether or not the loss or damage occurs in the course of performance by Global-Mark of this Agreement or other services or in events which are in the contemplation of Global-Mark and/or the Client or in events which are foreseeable by Global-Mark and/or the Client.
- To the extent that liability has not been effectively excluded by the above clause, then Global-Mark limits its liability to:
 - the supply of the particular service again; or
 - the payment of the cost of supplying the particular service again,
 - at the election of Global-Mark.
- The warranties set out in this Agreement are the sole and express warranties between the Parties and the Parties make no express, implied, oral, written or any other warranties in respect of the Agreement.

9.4 Indemnity

- The Client shall indemnify and hold harmless Global-Mark, its officers, directors, employees and agents from and against any claim, action and demand (including reasonable solicitor fees, costs and expenses on a solicitor/Client basis) by any person for personal injury or death or damage to property by whomsoever owned or financial loss suffered by any person arising from:
 - the services provided by Global-Mark except to the extent that such claims are caused by the neglect of Global-Mark;
 - the use or misuse by the Client of any certificate, licence, mark or conformity provided by Global-Mark in accordance with this agreement;
 - any breach of this agreement.

9.5 Intellectual Property Rights

- The Client acknowledges that all Intellectual Property Rights associated with or arising in relation to the Certification belong to Global-Mark.

9.6 Sub-contractors

- Global-Mark may, at its discretion, engage individuals on a sub-contract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of services pursuant to this Agreement.

9.7 Confidentiality

- A Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information other than in accordance with this Agreement.
- A Party shall not be in breach of the above clause in circumstances where it is legally compelled to disclose the other Party's Confidential Information.
- Each Party shall take all reasonable steps to ensure that its employees and agents, and any contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information other than in accordance with this Agreement.
- Notwithstanding any other provision of this clause, Global-Mark may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.
- This clause shall survive the termination of this Agreement.

9.8 Termination

1. Without limiting the generality of any other clause in this Agreement, either Party may terminate this Agreement immediately by:
 - a. giving 3 months written notice to the other Party; or
 - b. by notice in writing if:
 - i. the other Party is in breach of any term of this Agreement and such breach is not remedied within thirty (30) calendar days of notification; or
 - ii. the other Party ceases or threatens to cease conducting its business in the normal manner.
2. For the purposes of the above clause, the following events will not constitute 'ceasing to conduct business in the normal manner' on the part of Global-Mark:
 - a. assignment of the obligations of Global-Mark under this Agreement to another party;
 - b. a change in the ownership of Global-Mark;
 - c. a business or trade sale of Global-Mark;
 - d. the merger of Global-Mark with another company.
3. If notice is given to the Client pursuant to clause 1.b Global-Mark may, in addition to terminating the Agreement:
 - a. retain any moneys paid;
 - b. charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - c. be regarded as discharged from any further obligations under this Agreement; and
 - d. pursue any additional or alternative remedies provided by law.
4. Termination of this Agreement implies suspension of all Global-Mark Certifications, and requires the Client to:
 - a. Stop using any of the Global-Mark or JAS-ANZ mark
 - b. Stop using the Certificate of Approval, Certification Schedule or Certificate of Membership
 - c. Change, recall or destroy any documents, presentation, data that contains any of the above.

9.9 GST

If any Supply made under or in connection with this Agreement is a Taxable Supply then the purchaser of that Supply shall pay the GST in respect of that Supply to the supplier of that Taxable Supply, where the GST is calculated in accordance with the GST Act and on the basis that the consideration otherwise payable under any quotation provided by Global-Mark in the Application Form is the Value of the Taxable Supply.

9.10 Proper Law

Unless otherwise nominated by Global-Mark in its absolute discretion, the law of the State or Territory of Australia, in which the Agreement is accepted by Global-Mark will govern this Agreement.

9.11 Arbitration

- In the event of there being any dispute between the parties relating to or arising out of this Agreement including its construction, effect, the rights and obligations of the parties, the performance, breach, rescission or termination of this Agreement, the entitlement of either party to damages or compensation and the amount of that entitlement ('dispute'), the dispute is to be determined by arbitration.
- Either party may give notice to the other party of the existence of a dispute and unless the dispute is settled between the parties within 7 business days after the other party receives notice of the dispute, the dispute must be referred to arbitration.
- The arbitrator will be the nominee of the President of Institute of Arbitrators, Australia.
- The arbitration must be conducted in accordance with the rules for the conduct of commercial arbitrations of the Institute of Arbitrators Australia and, subject to those rules, in accordance with the provisions of the *Commercial Arbitration Act 1990 (Qld)*.

9.12 Definitions

'**Agreement**' means this Client Agreement entered into by the Client and Global-Mark.

'**Client Agreement Form**' means the Application Form executed by the Client and to which this Agreement is annexed.

'**Certification**' means the Certification process, criteria and services of Global-Mark, as described in this document, and referred other Global-Mark documents.

'**Client**' means any person, firm or corporation (including his/her, their or its successors and assigns) who acquire services from Global-Mark.

'**Confidential Information**' means the following, whether or not in material form:

- a) all information and know-how relating to the services provided under this Agreement;
- b) the fact that the parties have negotiated and entered into this Agreement;
- c) all other confidential information disclosed by one Party to the other, including technical and commercial information which might reasonably be regarded by the Party to be confidential, including but not limited to technical information, source code, software functionality, drawings, diagrams, scientific formula (including algorithms) and methodologies, procedures, standards and specifications, marketing plans, business strategies and business methods;
- d) all notes and other records prepared by the Parties based on or incorporating information referred to in clauses a) to d); and
- e) all copies of the information, notes and other records referred to in clauses a) to d),
 - i. but does not include information which:
 - ii. at the date of this Agreement is publicly available;
 - iii. subsequent to the date of this Agreement, becomes publicly available, other than as a result of a breach of this Agreement;
 - iv. was obtained from a person not party to this Agreement, without breach by that person of any obligation of confidence; or
 - v. a person not a party to this Agreement is obliged by law to disclose such information.

'**Global-Mark**' means Global-Mark Pty Ltd ACN 108 087 654.

'GST', 'Supply', 'Taxable Supply' and 'Value' have the same meanings as in the GST Act.

'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* as amended.

'Intellectual Property Rights' means all Intellectual Property Rights, including but not limited to:

- a) patents, copyright, registered designs, trade marks, and any right to have confidential information, including the Confidential Information, kept confidential; and
- b) any application or right to apply for registration of any of the rights referred to in clause a) of this definition.

'Party' or 'Parties' means either or both of Global-Mark or the Client as the context dictates.

'Price' means the purchase price of the services as set out in the applicable Schedule of Fees.

'Services' means any and all services supplied to the Client by Global-Mark at any time and of any description.

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