Client Charter

Be confident.™

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1. Background

1.1 The Equal concept

Initially established as a management services organization back in 1994, Equal Assurance has evolved from an accredited conformity assessment body (CAB) to a world-wide confederation of accredited certifiers and audit practices. Further details regarding our confederated framework are provided in the Assurance Charter.

For the purposes of simplicity, further reference in this Client Charter to Equal Assurance shall also apply to the Partner organization providing the certification (as recorded in the Proposal), both jointly and/or severally, excepted where otherwise noted.

1.2 Why choose Equal Assurance?

As a client, there are a number of benefits for you in choosing Equal Assurance.

In line with the broader mission and vision of all Equal Group Enterprises, Equal Assurance functions as a confederation of independent management practices. This sets us apart from our competitors by allowing you to develop and maintains a one-to-one relationship with the relevant audit practice (or Client Owner/Manager), through the Equal Assurance co-operative network.

Another fundamental point of difference is that we are in the business of *assurance*; certification is the result of assurance, and not just the purpose for it. In the end, you and your stakeholders want *confidence*, and not just a piece of paper that says so. This means providing products and services that are risk-based, risk-reported and risk-managed.

Other features of excellence come standard at Equal Assurance, including superior audit personnel, streamlined, real-time and online support, and easy to follow assurance processes. Further details are provided at www.equalassurance.com.

1.3 Purpose to the Client Charter

In line with our Assurance Charter, The Equal Assurance Management System (TEAMS) and *Qdos* (our online data operating system), the purpose of the Client Charter is to describe the assurance programs we provide, the requirements that govern them, and how these requirements apply to you, as a Client. Certified clients are required to document and implement the relevant requirements of the Client Charter (e.g. procedures for publicising certification status, as per 6.3) within their own management system.

1.4 Scope of the Client Charter

The Client Charter forms the basis of the relationship between us and our clients for the provision of its assurance programs world-wide. Therefore, it is important that you make yourself aware of the information contained in the Client Charter before engaging us. Clients of Equal Assurance are kept abreast of changes to the Client Charter, as detailed in 5.6.

2. Expectations

At the heart of any sound relationship is the disclosure of expectations; what you expect from us, and what we expect from you.

Our mission is to be the cornerstone of your profile of confidence in the capability of your management systems to realise desirable outcomes.

In order to achieve this, you can expect our audit personnel to be:

- Professional: When we say we'll do something, we'll do it and do it right.
- Dedicated: We understand the importance of what we do, for you and your stakeholders.
- Responsive: We'll return your calls and emails, and service your needs as soon as is possible.
- Systematic: We will have a structured and methodical approach to everything we do.
- Intelligent: We will evaluate what we see in the context of your operations.
- Polite: We will treat people with respect, and not act with arrogance or impunity.
- Articulate: We'll talk to people at all levels, say what we mean, and report what we say.
- Empathic: We will seek to understand things from your point of view.
- Competent: We will be clear on what we know, and admit what we don't know.
- Objective: We will seek to identify improvement opportunities whilst remaining impartial.
- Courageous: We will not be bullied by people, and stand our ground on things that matter.
- Humble: We will acknowledge areas where we can improve, and take steps to do so.

Our style of audit will be not one where we are looking for problems, but one where we wish to be satisfied that your management systems are capable. This style of auditing ensures that, if we do find problems, we will seek to report the *systemic causes* behind them, and not just the problems themselves. In turn this approach then ensures resulting solutions are *engineered into* your organization's practices, rather than simply applying quick-fix temporary solutions.

For this to occur, we expect our clients to be fully committed to meaningful management systems that deliver genuine results. More specifically, we expect our clients to be:

- Strategic: Our clients value their management systems at all organizational levels.
- Open-minded: Our clients are willing to listen to, and learn from, our audit personnel.
- Co-operative: Our clients cooperate with our audit personnel, so as to achieve shared goals.
- Transparent: Our clients provide us the information and access needed to do our job right.
- Responsible: Our clients act responsibly, and take responsibility for their actions.
- Ethical: Our clients do not exploit people, customers, suppliers or the environment.

In the end, we seek to work with clients like you who understand intimately the importance of sound and coherent management systems, and look to organizations like Equal Assurance to provide them with confidence in the extent to which these management systems are capable of achieving outcomes desirable to your management, your people, your customers, your suppliers, the environment, and society in general. Ultimately, compliance is your responsibility, not ours.

Finally, whilst we remain confident this will never happen to you, Equal Assurance does retain the right to withdraw its services at any stage where continuing to provide services would, in the opinion of Equal Assurance, present a unacceptable and material risk to us, and/or to the needs and expectations of your people, your customers, your suppliers, the environment, and society.

3. Assurance Programs

Equal Assurance currently maintains the following assurance programs:

ISO 9001
Quality management systems

ISO 45001
Occupational health and safety management systems

AS 4801
Occupational health and safety management systems

OHSAS 18001
Occupational health and safety management systems

ISO 14001
Environmental management systems

ISO 22000
Food safety management systems

Civil Contractors Federation
Civil Construction Management Code

ISO 10002
Complaints handling

All assurance programs are delivered through Integrated Audit Criteria, the Guides for which are available from our website at www.equalassurance.com/publications.

Where an assurance program is under development (e.g. ISO 27001), Equal Assurance offers clients a "Certificate of Verification", delivered with a related assurance program. It does not attest to a level of compliance, but does confirm that an audit to the relevant criteria has been performed.

4. Road-map to confidence

4.1 Our mutual obligations

As a Client, you can be confident that our assurance programs comply with the requirements of our Audit Charter and, where required, the applicable versions of ISO/IEC 17021 "*Conformity assessment – Requirements for bodies providing audit and certification of management systems*". The requirements:

- apply to all our accredited assurance programs;
- can apply, at our discretion, in part or in whole, to other non-accredited assurance programs;
- marked thus (*) shall typically not apply to the CCF Code Assurance Program; and
- do not apply necessarily to other related products and services (e.g. training).

Assurance programs we administer include a two-stage initial audit, surveillance audits* in the first and second years, and a re-certification audit in the third* year prior to expiration of certification. For initial certification, the certification cycle begins at either the date the certification decision or the start date of the Certification Audit (see 4.3.3), whichever is sooner. Our Certification Flowchart provides further details and can be downloaded from our website.

In general, assurance programs delivered to your organization, and any subsequent adjustments, will take into consideration the size of your organization, the scope and complexity of your management system, products and processes, demonstrated level of management system effectiveness, and the results of any previous audits. Where certification or other audits already granted to you are taken into account, we will collect sufficient, verifiable information to justify and record adjustments to your assurance program.

In addition, for the relevant assurance program, we commit to apply the following:

- We nominate the language for information exchange between us to be English.
- Whilst our requirements have been modelled around new certifications, these and additional requirements will also apply to the transfer of accredited certification to us from another accredited CAB. Additional requirements will be in line with accreditation requirements, and will include furnishing us with previous CAB documentation such as evidence of accredited certification, previous audit reports, current audit findings, and audit programme(s).
- We will ensure that an Audit Plan is established for each Audit so as to provide the basis for agreement regarding the scheduling and conduct of the audit activities. This Audit Plan will be communicated to you, through *Qdos*, in advance of the Audit, and be prepared in accordance with relevant international standards.
- We will maintain processes for ensuring the Audit Team (Lead Auditor, Auditors including Auditor Trainees, Technical Experts and Observers including interpreters and translators) is selected on the basis of the competence needed to achieve the objectives of the Audit. This process is also undertaken in accordance with relevant international standards.
- We will maintain documented methods for determining audit durations, including the time needed to plan and accomplish a complete and effective audit of your management system. The audit durations determined, and the justification for the determination, will be recorded. In determining audit durations, we will consider, among other things, the requirements of the relevant assurance program, size and complexity of your organization, technological and regulatory context, outsourcing of any activities included in the scope of the management system, the results of any prior audits, and number of sites and multi-site considerations.

- Where multi-site sampling is utilised for the audit of your management system covering the same activity in various locations, we will develop a sampling methodology to ensure proper audit of the management system. The sampling rationale will be documented as applicable.
- The tasks given to the Audit Team will be defined, shall be made known to you, and will require the Audit Team to:
  - examine and verify the structure, policies, processes, procedures, records and related documents of your organization relevant to the management system;
  - ensure that these meet the requirements relevant to the intended scope of certification;
  - determine that the necessary processes and procedures are established, implemented and maintained effectively, to provide a basis for confidence in your management system; and
  - communicate to you, for your action, any inconsistencies between your policy, objectives and targets (consistent with the expectations in the relevant management system standard or other normative document) and the results.
- We will provide the name of and, when requested, make available background information on, each Audit Team Member, with sufficient time for you to object to the appointment of any Audit Team Member and for us to reconstitute the Audit Team in response to valid objections.
- Where services are provided at your premises, or at locations as directed by you, you will be required to make any necessary equipment, information, personnel and facilities available to the Audit Team in order to safely and effectively provide the required services.
- We will maintain a process for conducting on-site and/or off-site audits in accordance with relevant international standards. This may include remote access to electronic site(s) that contain information relevant to the Audit.
- Whilst we will conduct our audits within the relevant Audit Scope and to the relevant Audit Criteria, we may need to report to you on actual or potential nonconformities outside of such scope/criteria where and to the extent such nonconformities can or may be considered to have a material impact on your interests or those of your stakeholders.
- For each Audit, we will communicate the results to you in writing (e.g. Audit Report), through *Qdos*, and in line with relevant international standards. Also, so as to maintain impartiality, whilst the Audit Team may identify opportunities for improvement, it will refrain from requiring specific solutions.
- We will require you to analyse the Audit Findings and their causes, and record the specific correction and corrective actions taken, or planned to be taken within a defined time, in accordance with your own correction and corrective actions procedures. We will review the corrections and corrective actions submitted by you to determine if these are acceptable.
- You will be advised as to the follow-up actions for such Audit Findings, including timing for such actions. These may include an additional full audit, an additional limited audit, or documented evidence (to be confirmed during future surveillance audits) that will be needed to verify effective correction and corrective actions.
- So as to ensure credibility in the certification process, we will ensure that the persons or committees that make the certification or re-certification decisions are different from those who carried out the audits.
- We will confirm, prior to making a certification or re-certification decision, that:
  - the information provided by the Audit Team is sufficient with respect to the certification requirements and the scope for certification;
  - the Audit Team has reviewed, accepted and verified the effectiveness of correction and corrective actions, for all Audit Findings that represent:
    - failure to fulfil one or more requirements of the management system standard, or
    - a situation that raises significant doubt about the ability of your management system to achieve its intended outputs; and
  - the Audit Team has reviewed and accepted your planned correction and corrective action for any other Audit Findings.

4.2 Applying for certification

4.2.1 Your application

Your Client Manager or Account Manager will ask an authorized representative of your organization to provide the necessary information, consistent with the requirements of the relevant assurance program(s), for us to establish:

- the desired scope of the certification;
- the general features of your organization, including its name and the address(es) of its physical location(s), significant aspects of its process and operations, relationships with other organizations, and any relevant legal obligations;
- information concerning all outsourced processes used by your organization that will affect conformity to requirements;
- the standards or other requirements for certification;
- information regarding the use and source of management system consultancy services.

4.2.2 Our Proposal

Your Account Manager will conduct a review of your application to:

- ensure the information about your organization and its management system is sufficient;
- check any available communication information (e.g. brochures, catalogues, website);
- check we have the capability to provide the services for the scope of certification sought;
- determine whether this your application will be treated as a transfer of certification;
- assess whether we can apply multi-site or multi-program sampling methodologies;
- consider other factors such as timing, language, safety, threats to impartiality, etc.; and
- see to it that the Client Charter has been or will be provided to you as part of this process.

Following this, a Proposal will be provided, through *Qdos*, detailing costs and requirements not already specified in the Client Charter. Fees terms and conditions associated with proposals are provided in Section 7.

4.2.3 Your acceptance


eQual assurance
Be confident.
Certificate of Application
This is to confirm that
ABC Engineering
1 Fast Drive, Bayswater WA 6000, AUSTRALIA
has applied for certification to
AS/NZS ISO 9001:2000
Quality management system - Requirements
for the provision of engineering design services.
Approving Officer:
Certificate number:
Application date:
Issue date:
Expiry date:
LEON MICHAILIDIS
MIEAust CPEng AIMM FFAIQSA
Group Assurance Manager
Equal Assurance

Should you be satisfied with the Proposal we have provided in respect to the provision of services, we invite you to accept the Proposal online in *Qdos*. Your application shall be valid for 12 months from the date of acceptance of the Proposal.

To the extent not specified and/or referenced in the Proposal, the most current issue of the Client Charter will form the basis of the terms and conditions of contract between your organization and the Partner organization of Equal Assurance as specified in the Proposal.

Following acceptance of the Proposal, your Account Manager will arrange for the issue of your "Certificate of Application" where required, and will initiate certification activities, as described in 4.3 (for new certifications) and 4.4 (for certification transfers).

4.3 Achieving certification

4.3.1 Preliminaries

4.3.1.1 General

Before proceeding with certification activities, your Account Manager will conduct another review of your application to check that:

- we have sufficient information about your organization
- we have sufficient information about your management system;
- any known differences in understanding between the parties have been resolved;
- we continue to have the competence and ability to perform the certification activity;
- records of the justification for any key decisions are maintained.

Based on this review, we will re-confirm the competencies needed for the Audit Team and for the impending certification decision.

The Account Manager will appoint an Audit Team composed of Auditors (and Technical Specialists, as necessary) who, between them, have the totality of the competences necessary for your certification. The Audit Team will typically include human resources from the Account Owner, but may also include resources from other Equal Assurance audit practices, and external resources.

We will also appoint an Assurance Manager, who will be the individual deemed competent to make the impending certification decision, based on the recommendation made by the Lead Auditor and submitted by the Account Manager.

Once these activities have been completed, the initial audit of your management system, with the aim of leading to certification, will be conducted in two stages, being a Pre-Certification Audit (see 4.3.2), and a Certification Audit (see 4.3.3).

Finally, whilst the timing for achieving is at a pace that you set, certification (see 4.3.3.4) will need to be achieved within 12 months from acceptance of the Proposal (see 4.2.3). Following this time, your Certificate of Application will no longer be valid and should you still wish to still achieve certification, the process will need to recommence (see 4.2.1). Therefore, whilst the timing for the provision of the services will be by mutual arrangement between you and relevant personnel from Equal Assurance, please remain mindful of lead times for audit resources. Therefore, it is important you work closely with your Account Manager to ensure your timing requirements are met. Please see 5.4 if you have concerns with the way this process works for you.

4.3.1.2 Requirements for certification to ISO 10002

Certification to ISO 10002 will only be granted along with least one other management system standard certification issued by Equal Assurance (i.e. ISO 9001, ISO 14001, OHSAS 18001, etc.). In addition, and in order to ensure complaints-handling certification satisfies user expectations, the scope of application of ISO 10002 must extent to all certified management systems (whether certified by a Partner organization of Equal Assurance or a CAB outside of Equal Assurance). For example, if you maintain ISO 9001 and ISO 14001 certification, the scope of application of your complaints-handling processes must be able to respond to complaints raised not only on your activities, products and services, but their environmental aspects and impacts.

4.3.1.3 Rating of audit findings and conclusions

(i) Audit Findings

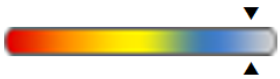
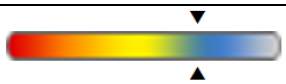
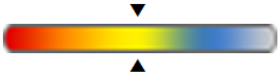
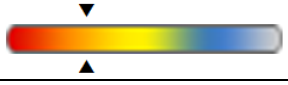
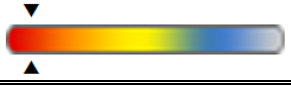
Each Audit Finding raised during audits will be allocated a Risk Rating†, based on its status as determined by the Audit Team. The criteria for determining the Risk Rating as well as the client requirements for correction and corrective action, are provided in the following Risk Rating Table.

Risk Rating	*Risk Descriptor*	*Risk Definition*
1	**Acceptable**	Negligible or no apparent departure from the requirements of the Audit Criteria, the results of which are unlikely to hinder ability of the Client to meet or exceed stakeholder expectations in relation to the Audit Criteria. No action is required.
2	**Low**	A departure from the requirements of the Audit Criteria that may hinder ability of the Client to meet or exceed stakeholder expectations in relation to the Audit Criteria. The Client is required to consider taking action on the Audit Finding, and in a suitable time-frame.
3	**Medium**	A departure from the requirements of the Audit Criteria that can have a minor impact on the ability of the Client to meet stakeholder expectations in relation to the Audit Criteria. The Client is required to take action on the Audit Finding, and in a reasonable time-frame.
4	**High**	A departure from the requirements of the Audit Criteria that can or may have a major impact on the capability of the Client to meet stakeholder expectations in relation to the Audit Criteria. The Client is required to action the Audit Finding immediately.
5	**Extreme**	A significant departure from the requirements of the Audit Criteria that has had, or will have, a major impact on the capacity and capability of the Client to meet stakeholder expectations in relation to the Audit Criteria. The Client is required to action the Audit Finding as a matter of urgency.

† For the CCF Code Assurance Program, Audit Findings with a Risk Rating of 4 or 5 are considered "Major Nonconformities". Audit Findings with a Risk Rating of 3 are considered "Minor Nonconformities".

(ii) Audit Conclusion

The Audit Team will determine a "Confidence Level" for the results of each Audit where an Audit Report is issued. This qualitative determination will take into account the relative risks of each Audit Finding raised (in line with the Audit Context), as well as your general level of performance and any relevant information from previous audits. Levels are summarised in the following table.

Confidence Indicator	*Confidence Descriptor*	*Confidence Definition*
	**Very High**	A very high level of confidence in the performance of Client to consistently meet requirements in relation to the Audit Criteria.
	**High**	A high level of confidence in the performance of Client to consistently meet requirements in relation to the Audit Criteria.
	**Medium**	A medium level of confidence in the performance of Client to consistently meet requirements in relation to the Audit Criteria.
	**Low**	A low level of confidence in the performance of Client to consistently meet requirements in relation to the Audit Criteria.
	**Very Low**	A very low level of confidence in the performance of Client to consistently meet requirements in relation to the Audit Criteria.

4.3.2 Pre-Certification Audit

4.3.2.1 Pre-Certification audit planning

In consultation with your organization, your Account Manager will prepare an Audit Plan. This will be communicated to you through *Qdos*, and will include the Audit Scope, the Audit Criteria (see Section 3), the Audit Team, and the Audit activities (including timing, location, etc.).

4.3.2.2 Pre-Certification audit performance

The Pre-Certification Audit will be performed:

- to audit your organization's management system documentation, ensuring that your management system is designed to achieve your organization's policies and objectives, including processes and methods for the identification and assessment of the relevant hazards and risks, and subsequent selection and categorization of control measures;
- to review the extent to which you have identified relevant planning and programme requirements that are appropriate to your business (e.g. project quality plans, prerequisite programmes, etc.) for regulatory, statutory, customer and certification scheme requirements.
- to evaluate your organization's location site-specific conditions, and to undertake discussions with your personnel to determine the readiness for the Certification Audit;
- to review the understanding of relevant personnel within your organization regarding requirements of the Audit Criteria, particularly regarding the identification of key performance or significant aspects, processes, objectives and operation of the management system;
- to obtain necessary information regarding the scope of the management system, including processes and equipment used, location(s), levels of controls established (particularly in case of multisite clients), related statutory and regulatory compliance obligations (e.g. quality, occupational health and safety, environmental, food safety, etc.), and implementation of these compliance obligations (including checking of the availability of relevant authorizations when collecting information regarding these compliance obligations);
- to review the allocation of resources for the Certification Audit, and agree with you on the details of the Certification Audit;
- to provide a focus for planning the Certification Audit by gaining a sufficient understanding of your management system and site operations in the context of the certification criteria; and
- to review the extent to which the validation of control measures, verification of activities and improvement programmes conform to the requirements of the certification criteria;
- to review the documented information included in the management system where you have implemented an externally developed combination of control measures, so as to determine if the combination of control measures are suitable for your organization, developed in compliance with the requirements of the certification criteria, and is kept up to date;
- to evaluate if the internal audits and management review are being planned and performed, and that the level of implementation of the management system substantiates that you are ready for the Certification Audit.
- to review the extent to which the management system documents and arrangements are in place to communicate internally and with relevant suppliers, customers and other interested parties; and
- to identify any additional documented information that needs to be reviewed and/or obtained in advance of the Certification Audit.

A meeting with top management may also be necessary.

For some management systems, it may be necessary that at least part of the Pre-Certification Audit be carried out at your premises, possibly as part of a two-stage process, in order to achieve the objectives stated above. The type and extent of on-site and/or off-site auditing required will have been factored into our Proposal, with the ultimate decision resting with the Lead Auditor.

4.3.2.3 Pre-Certification audit reporting

The Lead Auditor will be responsible for documenting in a written Audit Report, communicated to you through *Qdos* by your Account Manager, the results of the Pre-Certification Audit. This will include but not necessarily be limited to:

- identification of any areas of concern that could be classified as nonconforming (high- or extreme risk audit findings) during the Certification Audit, and/or the need for any Follow-up Audits (see 4.4.2.2) or Special Audits (see 4.4.2.3) of nonconformities and/or areas of concern;
- determination of the interval between Pre-Certification Audit and the Certification Audit, giving due consideration to the needs of your organization to resolve areas of concern; and
- revision of arrangements for the Certification Audit, as a result of the Pre-Certification Audit, including the need to repeat part or all of the Pre-Certification Audit.

4.3.3 Certification Audit

4.3.3.1 Certification audit planning

In consultation with your organization, your Account Manager will prepare an Audit Plan. This will be communicated to you through *Qdos*, and will include the Audit Scope, the Audit Criteria (see Section 3), the Audit Team, and the Audit activities (including timing††, location, etc.).

†† In order to be eligible for sampling as a "multi-site organization", there is an *inter alia* requirement that all the relevant Sites (including the Main Site) be internally audited, in accordance with your organization's internal audit programme, before the Certification Audit can commence.

4.3.3.2 Certification audit performance

The purpose of the Certification Audit is to evaluate the implementation, including effectiveness, of your organization's management system. The Certification Audit will be performed at the site(s) of your organization. It will include at least the following:

- an Opening Meeting (which is considered as the "start" of the Audit);
- a meeting with top management;
- information and evidence about conformity to requirements of the applicable Audit Criteria;
- performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable Audit Criteria);
- the performance of your organization's management system as regards legal compliance;
- statutory and regulatory reporting requirements;
- operational control of your processes;
- internal auditing and management review;
- management responsibility for your policies;
- links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable Audit Criteria), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions;
- a Closing Meeting (which is considered as the "finish" of the Audit).

4.3.3.3 Certification audit reporting

The Lead Auditor will be responsible for documenting in a written Audit Report, communicated to you through *Qdos* by your Account Manager, the results of the Certification Audit. This will include an audit summary (including the action required), the audit context, and the audit findings.

The following Certification Recommendation Table will be used by the Lead Auditor as a guide for determining the recommendation to be made to the Assurance Manager. Methods for determination that vary from this Certification Recommendation Table, and their justifications, will be recorded by the Lead Auditor and communicated to you.

Confidence Level	Highest Audit Finding Risk Rating	Certification Recommendation (Yes/No)	Conditions for Certification
Very High	1	Yes	None
	2	Yes (Pending)	1
	3	Yes (Pending)	1
High	2	Yes (Pending)	1
	3	Yes (Pending)	1
	4	Yes (Pending)	1,2
Medium	3	Yes (Pending)	1,3
	4	Yes (Pending)	1,2,3
	5	Yes (Pending)	1,2,3,4
Low	4	Yes (Pending)	1,2,3,4
	5	No	N/A
Very Low	5	No	N/A

Condition 1: Prior to the recommendation for certification, the Client shall record the Audit Findings and proposed corrective actions, in accordance with the Client's corrective action procedures, and within six weeks of the date of the Audit. Corrective actions shall include the timing and responsibility for such actions, shall be uploaded into Qdos (including the "Client Reference Number"), and shall be taken in a time consistent with the Risk Rating.

Condition 2: Prior to the recommendation for certification, a Follow-up Audit on the corrective action taken by the Client on high-risk or extreme-risk Audit Findings shall be conducted, within three months of the date of the Audit, with the aim of ensuring there are no Audit Findings remaining at high-risk or extreme-risk.

Condition 3: Following approval of the recommendation for certification, a Follow-up Audit on the corrective action taken by the Client on medium-risk Audit Findings shall be conducted, within four months of the date of the Audit, with the aim of ensuring that none of the Audit Findings are greater than low-risk.

Condition 4: Following approval of the recommendation for certification, a Special Audit on Client business areas relating to the Audit Findings current at the time of the Audit shall be conducted, within eight months of the date of the Audit, with the aim of ensuring that none of the Audit Findings are greater than low-risk.

Where the above conditions are not met, the Lead Auditor may upgrade the Risk Rating, and therefore re-establish a revised Audit Conclusion.

Details on the Certification Recommendation, Follow-up Audits and Special Audits are provided in 4.3.3.4, 4.4.2.2 and 4.4.2.3 respectively.

4.3.3.4 Certification recommendation

The information provided by the Audit Team to the Assurance Manager for the certification decision will include, as a minimum:

- the Audit Report;
- evidence that you have recorded the Audit Finding and the proposed corrective action in accordance with the action required in the Audit Report (see 4.3.3.3);
- follow-up comments on the adequacy of correction and corrective actions planned and/or taken by your organization in respect to the Audit Findings and Conclusion;
- confirmation of the accuracy information provided to the Account Manager used in the application review (see 4.2), and
- a recommendation whether or not to grant certification, together with any conditions.

The Assurance Manager will make the certification decision on the basis of an evaluation of the Audit Findings, Audit Conclusion and any other relevant information (e.g. public information, comments by you on the Audit Report, etc.).


eQual assurance
CERTIFICATE OF CONFIDENCE
This is to certify that
ABC Engineering
ABC Pty Ltd as trustee for the ABC Family Trust
Mining Division
1 Compliance Way, Crows Nest NSW 2345, AUSTRALIA
4 Better Drive, Newcastle NSW 2543, AUSTRALIA
conforms to the requirements of
AS/NZS ISO 9001:2000
Quality management systems
The provision of engineering design services.
Certificate number: ABC001-CC001
Certified date: 16 January 2007
Issue date: 16 January 2007
Expiry date: 16 January 2010
Approving Officer:
JOE BLOGGS
Bcom (IR) MIPAA-MAHRI
Assurance Manager
Equal Assurance

Upon achieving certification, and pending any outstanding fees (see Section 7 and your Proposal), for each Assurance Program for which certification is granted, you will be issued through *Qdos*:

- a Certificate of Confidence (including sub-certificates) in hard copy where applicable and in electronic PDF format; and
- for accredited Partners, the Q-Mark™ (in electronic format).

Use of this material is described in Section 6, including the use of accreditation marks for any accredited assurance programs.

Details regarding your certification will be also be made publicly available through, for example, our Certified Clients Database on our web site, and the accreditation/regulatory body as applicable.

Whilst certified, details that apply to your organization that may be disclosed to the public include:

- the name and geographic location of the legal entity whose management system is certified (and/or the geographic location of the Main Site and any other non-virtual Permanent Sites within the scope of a multi-site certification);
- the date(s) of granting, extending or renewing certification;
- the expiry date or re-certification due date consistent with the re-certification cycle;
- the standard and/or other normative document, including issue number and/or revision, relevant to the assurance program, used for audit;
- the scope of certification with respect to activities, products and/or services, as applicable at the sites of the certified legal entity;
- any other information required by the standard and/or other normative document used for certification; and
- the certification status (i.e. approved, pending approval or pending conditions).

Should your organization be refused or not be granted certification, you may re-apply to your Account Manager to have your Certification Audit conducted again. In this case, the process described in 4.3.3 will also re-apply.

4.4 Maintaining certification

4.4.1 Preliminaries

Firstly we should say congratulations on achieving certification!

But the hard work does not stop here. The challenge now is to maintain and improve on your management system and its capacity to deliver the management objectives you wish to achieve.

To provide your organization and its stakeholders with the confidence that your management system is continually maintained and improved, a range of surveillance* and re-certification activities are necessary, including for transfer of certification to us from another CAB.

4.4.2 Surveillance activities

4.4.2.1 Audit programme

As part of achieving certification (see 4.3), your Account Manager will have developed in *Qdos*, and can provide to you upon request, an audit programme so that representative areas and functions covered by the scope of the management system are monitored on a regular basis.

The audit programme includes the audits to be conducted over the period of certification, assessing your certified management system's on-going fulfilment of specified requirements with respect to the standard to which the certification is granted. Audit types include:

- Follow-up Audits;
- Special Audits; and
- Surveillance Audits*.

Other surveillance activities may include:

- enquiries on aspects of certification;
- reviewing statements you make with respect to certification (e.g. promotional material, website, etc.);
- requests to you to provide documents and records (on paper or electronic media); and
- other means of monitoring your organization's performance.

The audit programme will contain as a minimum:

- the intended Audit Team;
- audit activities;
- audit locations/sites (as applicable); and
- audit timing and durations.

The audit programme is updated as required, taking into account changes to personnel, your organization and the performance of your management system.

4.4.2.2 Follow-up audits

Follow-up Audits are typically targeted specifically at the corrective action taken by your organization on previously identified Audit Findings. They are intended to assess the effectiveness of the corrective action taken by your organization in reducing the Risk Rating of the relevant Audit Finding to an acceptable level.

A formal audit report is not normally required, with the results of Follow-up Audits recorded as part of review comments for the relevant Audit Finding. Current Audit Findings are re-allocated a Risk Rating as per the Risk Rating Table (see 4.3.1.3(ii)).

Where a formal audit report is prepared, the Audit Team will determine a Confidence Level (see 4.3.1.3(ii)) for the results of the Follow-up Audit. This qualitative determination will take into account the relative risks of each open Audit Finding (and in line with the Audit Context), as well as any other relevant information.

Recommendation for the maintenance of certification will be made in accordance with 4.4.2.5.

4.4.2.3 Special audits

Special Audits are typically targeted at specific areas within your organization. Special Audits may be initiated in response to:

- high risk or extreme failures in your management system;
- significant changes to your organization (e.g. relocation, change in ownership, etc.);
- changes to your organization's scope of certification;
- excessive delays in certification decisions or the conduct of programmed audits;
- a serious complaint raised by a stakeholder or interested party; and/or
- suspension of certification.

In most cases, the Account Manager will provide notice as to the timing and reasons for the Special Audit. Also, as Special Audits are often at short notice and sometimes unannounced, the Account Manager will exercise additional care in the assignment of the Audit Team because of the lack of opportunity for you to object to Audit Team Members.

In most cases an Audit Report is also issued, typically in a format similar to other audit reports required by this Client Charter. The results of Special Audits may also be recorded as part of review comments for the relevant Audit Finding.

Current and new Audit Findings are allocated/re-allocated a Risk Rating as per the Risk Rating Table (see 4.3.1.3(i)).

Where a formal audit report is prepared, the Audit Team will determine a Confidence Level (see 4.3.1.3(ii)) for the results of the Special Audit. This qualitative determination will take into account the relative risks of each open Audit Finding (and in line with the Audit Context), as well as any other relevant information.

Recommendation for the maintenance of certification will be made in accordance with 4.4.2.5.

*4.4.2.4 Surveillance audits**

Surveillance audits are on-site and/or off-site audits that, rather than necessarily being full system audits, target specific elements of the relevant management system standard and/or certification criteria. Surveillance audits are planned together with the other surveillance activities so that we can maintain confidence that the certified management system continues to fulfil requirements.

Typically, surveillance audits will be conducted on an annual basis. The date of the first Surveillance Audit following certification should not be more than 12 months from the last day of the Certification Audit.

In consultation with your organization, and as part of your overall audit programme (see 4.4.2.1), your Account Manager will prepare an Audit Plan. This will be communicated to you through *Qdos*.

As defined in the audit programme, each Surveillance Audit will include, as a minimum:

- a meeting with top management;
- internal audits and management review;
- a review of actions taken on Audit Findings identified during the previous audit, as applicable;
- treatment of complaints, incidents and breaches (see 5.7);
- effectiveness of the management system with regard to achieving your objectives and the intended results of the respective management system(s);
- progress of planned activities aimed at continual improvement;
- continuing operational control;
- review of any major changes to your organization or its management system;
- maintenance of the current issue of this Client Charter; and
- use of the Q-Mark™ and/or references to certification, including relevant procedures (see 6.3).

The Lead Auditor will be responsible for documenting in a written Audit Report, communicated to you through *Qdos* by your Account Manager, the results of the relevant Audit. This will include an audit summary (including the action required), the audit context, and the audit findings.

Current and new Audit Findings are allocated/re-allocated a Risk Rating as per the Risk Rating Table (see 4.3.1.3(i)).

The Audit Team will determine a Confidence Level (see 4.3.1.3(ii)) for the results of the Surveillance Audit. This qualitative determination will take into account the relative risks of each open Audit Finding (and in line with the Audit Context), as well as any other relevant information.

Recommendation for the maintenance of certification will be made in accordance with 4.4.2.5.

If during the period of certification the conditions for certification are not achieved or maintained, Equal Assurance reserves the right to commence the suspension and withdrawal of certification, as detailed in 4.4.4.

4.4.2.5 Maintenance of certification status

The following Post-Certification Recommendation Table will be used by the Lead Auditor as a guide for determining the recommendation to be made to the nominated Assurance Manager. Methods for determination that vary from this Certification Recommendation Table, and their justifications, will be recorded by the Lead Auditor and communicated to you.

Confidence Level	Highest Audit Finding Risk Rating	Recommendation (Certified/Suspended/Withdrawn)	Conditions for Certification
Very High	1	Certified	None
	2	Certified (Pending)	1
	3	Certified (Pending)	1
High	2	Certified (Pending)	1
	3	Certified (Pending)	1
	4	Certified (Pending)	1,2
Medium	3	Certified (Pending)	1,3
	4	Certified (Pending)	1,2,3,4
	5	Suspended	1,5
Low	4	Suspended	1,5
	5	Suspended	1,6
Very Low	5	Withdrawn	N/A

Condition 1: Prior to the recommendation for certification, the Client shall record the Audit Findings and proposed corrective actions, in accordance with the Client's corrective action procedures, and within six weeks of the date of the Audit. Corrective actions shall include the timing and responsibility for such actions, shall be uploaded into Qdos (including the "Client Reference Number"), and shall be taken in a time consistent with the Risk Rating.

Condition 2: Prior to the recommendation for certification, a Follow-up Audit on the corrective action taken by the Client on high-risk or extreme-risk Audit Findings shall be conducted, within three months of the date of the Audit, with the aim of ensuring there are no Audit Findings remaining at high-risk or extreme-risk.

Condition 3: Following approval of the recommendation for certification, a Follow-up Audit on the corrective action taken by the Client on medium-risk Audit Findings shall be conducted, within four months of the date of the Audit, with the aim of ensuring that none of the Audit Findings are greater than low-risk.

Condition 4: Following approval of the recommendation for certification, a Special Audit on Client business areas relating to the Audit Findings current at the time of the Audit shall be conducted, within eight months of the date of the Audit, with the aim of ensuring that none of the Audit Findings are greater than low-risk.

Condition 5: Certification is involuntarily suspended for a minimum of three months. For a recommendation for certification to be made, it will be necessary to conduct a Special Audit, after this period, on Client business areas relating to the Audit Findings current at the time of the Audit. The Account Manager may appoint a new Audit Team for this Special Audit.

Condition 6: Certification is involuntarily suspended for a minimum of six months. For a recommendation for certification to be made, it will be necessary to conduct a Special Audit, after this period, on Client business areas relating to the Audit Findings current at the time of the Audit. The Account Manager may appoint a new Audit Team for this Special Audit.

Recommendation for continuation of certification will in principle follow 4.3.3.4, particularly as it may apply to the transfer of accredited certification to us from another CAB (see 4.3.1 and 4.4.1).

4.4.3 Re-Certification

Prior to certification expiry, a Re-Certification Audit will be planned and conducted to evaluate the continued fulfilment of all of the requirements of the applicable Audit Criteria. The purpose of the Re-Certification Audit is to confirm the continued conformity and effectiveness of your management system as a whole, and its continued relevance and applicability for the scope of certification.

The Re-Certification Audit will consider the performance of the management system over the period of certification, and include the review of previous audit reports, complaints received from stakeholders and/or interested parties, use of the Q-Mark™ and/or other reference to certification.

Re-Certification Audit activities may need to include a Pre-Certification Audit (see 4.3.2) in situations where there have been significant changes to the management system, your organization, or the operating context of your management system (e.g. changes to legislation).

The Audit Team to be used for the Re-Certification Audit will be selected by your Account Manager in a manner similar to that used during your Certification Audit.

In consultation with your organization, and as part of your overall audit programme (see 4.4.2.1), your Account Manager will prepare an Audit Plan and communicate it to you through *Qdos*.

Where multiple sites may apply, or where you maintain certification to multiple management system standards, the planning for the audit will ensure adequate on-site and/or off-site audit coverage to provide confidence in the certification.

The Re-Certification Audit will include an on-site and/or an off-site audit that addresses:

- the effectiveness of the management system in its entirety in the light of internal and external changes and its continued relevance and applicability to the scope of certification;
- demonstrated commitment to maintain the effectiveness and improvement of the management system in order to enhance overall performance; and
- whether the operation of the certified management system contributes to the achievement of your organization's policy and objectives.

A meeting with top management can also be expected.

The Lead Auditor will be responsible for documenting in a written Audit Report, communicated to you through *Qdos* by your Account Manager, the results of the Re-Certification Audit. This will include but not necessarily be limited to an audit summary (including the action required), the audit context, and the audit findings.

Current and new Audit Findings are allocated/re-allocated a Risk Rating as per the Risk Rating Table (see 4.3.1.3(i)).

The Audit Team will determine a Confidence Level (see 4.3.1.3(ii)) for the results of the Re-Certification Audit. This qualitative determination will take into account the relative risks of each open Audit Finding (and in line with the Audit Context), as well as any other relevant information. The Audit Programme for any subsequent audits will also be updated.

Recommendation for the maintenance of certification will be made in accordance with 4.4.2.5.

4.4.4 Suspension and withdrawal of certification

4.4.4.1 Suspension

In many ways, our performance is only as good as your performance, and whilst we are confident that our clients aim to achieve their best, Equal Assurance maintains policies and procedures for the suspension of certification, including subsequent actions.

For certified clients, we may choose to suspend certification in cases where:

- the conduct of the required audits at the required times is consistently prevented or delayed;
- any audit is delayed by longer than 6 months during the surveillance period (see 4.4.2) or delayed by longer than 3 months during the re-certification period (see 4.4.3);
- any condition (see 4.4.2.5) is not met within 6 months of the due date for the surveillance period (see 4.4.2), or within 3 months of the due date for the re-certification period (see 4.4.3);
- there has been a failure to disclose significant complaints, incidents or breaches (see 5.7.2);
- the management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system (see 4.4.2.5); and/or
- certification fees have not been paid by the due date.

Under suspension, a client's management system certification is temporarily invalid. In this case, the client must refrain from further promotion of its certification. We will also make the suspended status publicly accessible (including, for a suitable period, updating the status on our Certified Clients Database, posting this news on the Equal Assurance website, etc.), and may take other measures deemed appropriate to ensure integrity in our assurance services is maintained.

For accredited assurance programs, certification that is under suspension or the threat of suspension cannot be transferred from one accredited CAB to another. Also, upon request by any party, we shall advise of the status of certification of a client's management system as suspended.

Certification is restored once the conditions for suspension have been addressed to the satisfaction of the Assurance Manager responsible for restoring certification.

4.4.4.2 Withdrawal

Catastrophic management system failure (see also 4.4.2.5) and/or failure to resolve the issues that have resulted in suspension (see 4.4.4.1) within 6 months during the surveillance period or within 3 months for the re-certification period, may result in withdrawal (or at best a reduction of the scope) of certification. We may also withdraw certification for failure to make payment.

Where the scope of certification is reduced, the client will be required to review the manner by which it publicises its certification, as required by 6.2 and 6.3.

This Client Charter provides for arrangements with certified clients, enforceable under law, concerning conditions of withdrawal. Specifically, upon notice of withdrawal of certification, the client shall discontinue its use of publicity material that contains any reference to a certified status, and either destroy or returns hard-copy Certificates of Confidence (see 6.1) within two weeks.

Finally, upon request by any party, we shall correctly advise of the certification status of a client's management system as being withdrawn (including, for a suitable period, updating the status on our Certified Clients Database, posting on the Equal Assurance website, etc.), or reduced.

5. Supporting confidence requirements

5.1 Accreditation

It is our intention for Partner organizations to seek and maintain accreditation from member accreditation bodies of the International Accreditation Forum (IAF). Details regarding IAF can be found at www.iaf.nu. This accreditation will provide you with the confidence that your certification is accepted world-wide.

Equal Assurance will also encourage Partner organizations to maintain accreditation/registration with other regulatory bodies (e.g. CCF Code Assurance Program, administered by the Civil Contractors Federation of Australia).

Among other requirements, it is a requirement of accreditation/regulatory bodies that witness assessments or validation visits are performed on a periodic or as-required basis. As it is necessary that we extend this requirement to our clients, Equal Assurance reserves the right and that of the relevant accreditation/regulatory body to have witnessed or validated any certification activity, at our offices or at a client site. Whilst this may include providing the relevant accreditation/regulatory body with access to your confidential information, we will ensure that such accreditation/regulatory bodies operate under similar provisions for confidentiality as we do.

A list of current accreditations is maintained at www.equalassurance.com/accreditations.

5.2 Arrangements with partners and practices

As stated in 4.2.3, the contractual relationship for the provision of certification services remains between you and the Partner organization of Equal Assurance as specified in the Proposal. As part of our confederated framework of partners and practices, Equal Assurance maintains a Partner Agreement with each Partner, which includes delivery requirements through use of TEAMS. Deliver of certification services is then provided by the relevant practice. Details of our confederated framework are provided in our Assurance Charter at www.equalassurance.com/publications.

Supporting this network are other organizations that work with us to provide services to clients. These typically include but may not be limited to:

- other conformity assessment organizations who may specialise in technical fields, certification, locations or markets not currently serviced by Equal Assurance;
- information technology providers (e.g. for the maintenance of *Qdos*); and/or
- educational institutions through which education and training services can be provided.

The inter-relationship of all relevant parties is fully disclosed for each Account.

5.3 Using technical experts

Technical experts are sometimes necessary in order to provide an Audit Team with technical experience in your industry that the Audit Team may not already maintain. Whilst the need for technical experts is assessed at the time of your application and wherever possible factored into our Proposal (see 4.2), additional technical experts may be needed in order to comply with relevant accreditation/regulatory requirements (see 5.1).

5.4 Dealing with our people

All people who work with Equal Assurance have been assessed as competent in the respective role(s) they fulfil for clients and/or within our organization. For our clients these roles are:

- Assurance Manager – A person assigned by the General Manager as responsible for the certification decision for the Client.
- Client Manager – A person assigned by the authorized representative of the Client Owner as responsible for the overall management of the relationship between the Client and parties associated with Equal Assurance in the delivery of its products and/or services.
- Account Manager – A person assigned by the authorized representative of the Account Owner as responsible for the overall management of the delivery of a specific product and/or service (an Account) to the Client from parties associated with Equal Assurance.
- Lead Auditor – A person assigned by the Account Manager as responsible for the delivery of an Audit (associated with an Account) to the Client from parties associated with Equal Assurance.
- Audit Team Member – A person assigned by the Account Manager as responsible for participating in the delivery of an Audit (associated with an Account) to the Client from parties associated with Equal Assurance.

We take pride in the quality of our people, and thus are very careful in ensuring our methods for competency assessment are effective. Having said this, we take equal pride in our clients, and wish to ensure the products and/or services we provide meet your expectations. Therefore, should you have any concerns with our people during the delivery of our products and/or services, please raise these concerns with the person or function to which they are accountable.

5.5 Changes to your organization

Changes to your organization that can or may have, or have already had, an impact on the validity of your certification must be brought to the immediate attention of your Account Manager. Examples include changes in relation to the legal, commercial, organizational status or ownership, key staff changes, financial capacity, contact details, scope of operations, material changes to the number of personnel and significant changes to the management system. The Account Manager will then review and determine what changes may be necessary. Such changes may include an update to your audit programme, and the related fees. A Special Audit (see 4.4.2.3), changes your scope of certification, or certification status (see 4.4.4), may also be necessary.

In particular, for the provision of notices from *Qdos*, a valid email address must be maintained.

5.6 Maintaining the Client Charter

As it is the current issue of the Client Charter that forms the basis of arrangements between your organization and Equal Assurance (see 4.2.3), it is a requirement for you to control this document, as part of your management system. This is typically through the identification of the Client Charter as a "legal and other requirement" and inclusion in "evaluation of compliance" activities. This is important as, from time to time, we may need to update you on changes to our processes, procedures, rules, fees, terms and conditions, and/or certification standards, particularly for those changes governed by the accreditation bodies or other regulators (see 5.1). We will keep you informed of such changes, as detailed in Section 8 of this Client Charter.

Key correspondence to and from Equal Assurance should also be identified and controlled.

5.7 Complaints, incidents and breaches

5.7.1 General

Your nonconformity and corrective action procedures must provide for the separate identification and recording of issues of concern that are raised by interested parties regarding your management systems, Interested parties may include customers (including purchasers, users and/or beneficiaries of your products and services), regulators, environmental groups, employee groups, member of the public, etc. Records of communications shall be maintained and made available to Equal Assurance upon request.

5.7.2 Significant complaints, incidents and breaches

Any issues of significance that may warrant a review of the validity of the certification decision must be brought to the immediate attention of your Account Manager (see also 4.4.4 and 5.5). Depending on the assurance program, these would typically include the following:

- For assurance programs relating to quality management (e.g. ISO 9001, ISO 22000, ISO 10002 and CCF Code), significant issues would include but not necessarily be limited to a written expression of dissatisfaction from a customer relating to a wholesale product or service failure, a contract terminated by a customer on the grounds of unsatisfactory product or service provision, a product safety recall (or equivalent) from a recognized regulator, and/or a failure to meet applicable statutory and regulatory requirements for the product or service.
- For assurance programs relating to occupational health and safety management (e.g. ISO 45001, AS 4801, OHSAS 18001 and CCF Code), significant issues would include but not necessarily be limited to a fatality, a permanent incapacity or disability, and/or any incident requiring notification or reporting to the relevant health and safety authority.
- For assurance programs relating to environmental management (e.g. ISO 14001 and CCF Code), significant issues would include but not necessarily be limited to an environmental breach leading or having the potential to lead to a prosecution, a material failure to meet an environmental license condition, and/or a material failure in the ability to control a significant environmental aspect which in turn leads to a level of pollution not considered acceptable by the affected interested parties.

Specifically, we need to sight evidence showing the issue has been recorded and processed (see 5.7.1), there has been an investigation into management system failures that contributed to the issue, and plans have been or will be put in place to rectify these failures within a suitable time-frame. Failure to provide this information in a timely and transparent manner may lead to the suspension and withdrawal of certification (see 4.4.4).

As the information you provide may have been prepared under claim for legal privilege on your behalf, this information will be treated with the strictest of confidence (see 5.11.4), and will only be used for the purposes of reviewing the validity of the relevant certification decision.

5.8 Feedback for Equal Assurance

Should you have any feedback for us, be it positive, negative, or as an opportunity for us to improve, we encourage you to put this in writing, initially through our feedback processes specified at www.equalassurance.com/feedback or, if not satisfied, to the Group Assurance Manager. In line with our Systems Charter, you can be assured that procedures are in place to deal with and respond to all relevant feedback, and implement any necessary improvement actions.

5.9 Appealing our decisions

You and any third party have the right to instigate an Appeal against decisions we make based on refusing an application for certification, refusing to recommend certification, suspension or withdrawal of certification, non acceptance of part or all of the scope of certification; and/or a third party appeal against our decision to grant certification. The Matter and the Appeal shall at all stages be treated by the parties involved as confidential (see 5.11.4). The steps are as follows:

- The Appellant, having made all reasonable attempts to resolve the Matter, shall convey the Matter, in writing, to the General Manager of Equal Assurance. The Appeal shall make it clear that the Appellant wishes to appeal a Matter, be clear in its regard for reasons behind the Matter, be supported by readily available documented evidence, and be signed by an authorized representative of the Appellant.
- Upon receipt, the General Manager shall acknowledge receipt in writing, review relevant documentation, seek explanations from relevant personnel, gathering and verifying all necessary information and document a position in respect to the validity of the Appeal.
- The General Manager shall then pass all documentation relevant to the Appeal to an Assurance Manager independent of the Matter, who shall review the documentation and decide on whether, in their opinion, the Appeal is justified or unjustified. The opinion, and any justifications, shall be conveyed in writing to the General Manager.
- The General Manager shall then convey this result, to the Appellant, in writing, and include any justifications. A copy of the correspondence shall also be sent to any other relevant personnel as required.
- Should the Appeal be justified (i.e. in favour of the Appellant), the Assurance Manager responsible shall ensure relevant corrective action is taken. Should the Appeal be unjustified (i.e. in favour of Equal Assurance), the Appellant shall be given the opportunity to pursue the matter further via the Appeals Committee, provided the Appellant convey this decision in writing to the General Manager, provide reasonable grounds for such a decision, and conveys this decision within 10 working days of being advised of the unjustified Appeal.
- The Appeals Committee shall be constituted by three persons, as follows:
  - Chair of the Committee: An Assurance Manager independent from the Matter and the Appeal process to date; and
  - Two other Members, to be chosen by the Chair, that are independent from and have no interest (in the last 3 years) in either Equal Assurance or the Appellant, are suitably competent and knowledgeable enough to be a Member, are not vetoed by either Equal Assurance or the Appellant, and have signed deeds of confidentiality.
- The Chair shall establish terms of reference for the Appeal, and distribute this to all Appeals Committee Members.
- Equal Assurance and the Appellant shall make submissions to the Appeals Committee within 20 working days after the term of reference have distributed to the Appeals Committee Members. The Appeals Committee Members shall then review the submissions, and vote on whether the Appeal is, in their opinion, justified or unjustified.
- The decision of the Appeals Committee shall be determined by majority vote, and be final. The Chair shall convey this result, to the Appellant, in writing, and include any justifications. A copy of the correspondence shall also be sent to any other relevant personnel as required.
- Should the Appeal be justified (i.e. in favour of the Appellant), the Assurance Manager responsible shall ensure relevant corrective action is taken.

Finally, it should be noted that the Appellant is afforded the right to withdraw the Appeal at any stage of the process.

5.10 Making changes to your certification

5.10.1 General

You may at any time and for any reason voluntarily apply to alter your certification scope or status.

This is done by providing written notice to your Account Manager, advising:

- the reasons behind the change;
- expected timing and duration; and
- the impact you expect the change will have on your current certification.

Such alterations may also effect changes to your fees and terms outlined in your Proposal; your Account Manager will advise you what those changes, if any, will be.

5.10.2 Changes to your scope of certification

You may at any time and for any reason voluntarily apply for a change in your scope of certification (see 5.10.1).

Your Account Manager will review the status of your management system prior to your request (see 4.4.2 and 4.4.3) and take into consideration any other relevant factors before determining the next course of action. This determination will be documented, and include any justifications. It will be communicated to you, and may include the updating of arrangements such as surveillance activities (see 4.4.2) in order that the integrity of the process is maintained.

5.10.3 Suspension of certification

You may at any time and for any reason voluntarily suspend your certification status (see 5.10.1). The duration of voluntary suspension of certification cannot exceed 6 months from the date the certification was suspended. Following this time, your certification will be withdrawn by default.

Under suspension, your certification is temporarily invalid. In this case, you must refrain from further promotion of your certification. We shall also make the suspended status of the certification publicly accessible (see 4.4.4.1), and may take any other measures deemed appropriate.

Once you are ready to continue with certification, you will need to provide notice, in writing, to your Account Manager. At this point they will review the status of your management system prior to suspension (see 4.4.2 and 4.4.3) and take into consideration any other relevant factors before determining the next course of action. This determination will be documented, and include any justifications. It will be communicated to you, and may include the updating of arrangements such as surveillance activities (see 4.4.2) in order that the integrity of the process is maintained.

5.10.4 Withdrawal from certification

We like to think our clients are certified through Equal Assurance not because they have to, but because they want to.

For this reason, you may at any time and for any reason voluntarily withdraw from certification (see 5.10.1). In this case, the requirements outlined in 4.4.4.2 will also apply.

5.11 Other requirements

5.11.1 Disclaimer

Products and/or services provided as part of your Account are provided "in good faith", and are based on the information provided or accessed during the Account period. As a result, we advise that no responsibility for loss occasioned to any persons acting on or refraining from action as a result of any of the results of the products and/or services provided can be accepted.

5.11.2 Intellectual property

In addition to 6.1, please be aware that intellectual property acquired and/or developed by or on behalf Equal Assurance during the Account that you do not own, or have not paid for, shall remain the express property of Equal Assurance and/or its representatives.

5.11.3 Managing conflicts of interest

Equal Assurance understands the importance of impartiality in carrying out its management system certification activities, and manages potential conflicts of interest to ensure objectivity of its management system certification activities. More specifically, and in order to comply with both internal and external requirements (see 5.1), Partner organizations of Equal Assurance do not provide management system consultancy services to clients. Where such services are required by our clients, these services should be sourced independently of the relevant Partner organization.

5.11.4 Privacy and confidentiality

Except as may be required by law, our regulators (e.g. accreditation bodies) or for debt collection purposes, or authorized by contract, Equal Assurance will treat as private and confidential and will not disclose to any third party without prior written consent any information which comes into its possession, the possession of its employees, agents or others by virtue of our arrangements. This notwithstanding, Equal Assurance may need or be expected to provide to interested parties some non-confidential information about the results of specific audits (e.g. in response to complaints).

5.11.5 Arbitration

Disputes or differences arising between you and Equal Assurance, other than Appeals (see 5.9) or payment of fees (see 5.11.6), shall be referred to the relevant authority responsible for commercial disputes within the jurisdiction of the Partner. In the event that the matter is unresolved within 90 days of it being referred, or within such longer period as may be agreed between us or required by the relevant authority, then the matter shall be referred to arbitration. The arbitration shall be conducted in accordance with regulations for the conduct of commercial arbitrations within the jurisdiction of the Partner. An arbitrator will be nominated, who shall effect arbitration, agreed upon in writing by both of us, within 28 days after notice is received by the Partner requesting arbitration, or within such longer period as may be agreed between us or required by the arbitrator.

5.11.6 Law

You and the Partner providing the certification (the parties) irrevocably submit to the non-exclusive jurisdiction to the courts relating to the Partner organization for the purpose of hearing and determining any dispute arising out of or in connection with these arrangements or their formation or validity and for the purpose of enforcement of any judgment against the respective assets.

6. Using certification and the Q-Mark™

6.1 Ownership

The following items remain the property of Equal Assurance:

- the relevant Q-Mark™ issued as part of an Assurance Program indicated in Section 3;
- management system documentation and resources used by Equal Assurance for the delivery of products and/ services (e.g. forms, website, database, etc);
- Audit Reports, including their format and content; and
- Certificates, including the Certificate of Application (see 4.2.3), Certificate of Verification (see Section 3), and the Certificate of Confidence (see 4.3.3.4).

6.2 Use of the Certificate, Q-Mark™ and other Marks

As a certified Client, your Certificate of Confidence can be displayed on your website, your office, at sites covered by your certification, promotional events, brochures, etc., so long as the document is not altered in any way. Your Certificate of Confidence can also be reproduced, provided it is reproduced in its entirety. As a certified Client, you are also granted the right to use the Q-Mark™ where appropriate on your website, corporate stationery and marketing material.

The Q-Mark™ may be used as a single mark or, for accredited assurance programs (see 5.1) in conjunction with the relevant Accreditation Mark. When used together, the two Marks shall appear of similar size and used next to each other. The Accreditation Mark is only accessible for programs for which the relevant Partner is accredited, as shown on your Certificate of Confidence. You cannot use the Accreditation Mark on its own. These Marks shall be legible and recognisable.

Where the Marks are used in colour, unless otherwise authorized by Equal Assurance, the Marks shall be used as follows: the Q-Mark™ shall be reproduced only in the "teal" colour provided, being Pantone 3135 CP (RGB 0 149 169; HEX/HTML 0095A9; CMYK 100 0 22 10). Colours for the relevant Accreditation Mark can be provided upon request to the relevant accreditation body and shall be used in accordance with these requirements. Where the Marks are used in mono-colour, unless otherwise authorized by Equal Assurance, the Marks shall only be used in black. Where the Marks are used in translucent format over a non-white background, the background shall be of a colour and shading so that the characteristics of Marks shall be clearly distinguishable. The proportions of the Marks shall not be altered; i.e. Marks may be used in any size as long as they remain of equal horizontal and vertical proportions to the original artwork supplied by Equal Assurance.

Use of the Q-Mark™ and the relevant Accreditation Mark shall be used in such a way so as to ensure there is no implication that any given product or service provided by your organization has been certified. The Marks relate to your organization's management system(s), not your processes, products and services. The Marks shall not be used in any way to demonstrate that a product is certified for performance, safety, environmental or other characteristics or any other misleading manner. Where the Marks are to be used on product packaging, accompanying statements shall include the certified Client (name or brand) and type of management system, and shall in no way imply that the product is certified by this means. Product packaging is that which can be removed without the product disintegrating or being damaged, and where accompanying information is considered as separately available or easily detachable. Type labels or identification plates for example are considered as part of the product. The Marks shall not be applied to laboratory test, calibration or inspection reports; in the context of certification, these are deemed to be products.

6.3 Publicising your certification status

The type and extent of publication of your certification is a matter for your organization to decide.

However, in principle, publicising your certification status should not in any way be misleading or deceptive, either by intent or misuse, in respect to your scope of certification.

In particular, if your organization maintains multiple sites, or maintains a scope of certification that does not cover the entire scope of operations for the organization (either operationally or geographically), it will be necessary for you to maintain documented procedures to ensure stakeholders and/or interested parties (particularly customers) are not mislead regarding the certification coverage.

Clients who maintain certified management systems shall note that:

- the issuance by Equal Assurance of a Certificate of Confidence, and the authorization to use the Q-Mark™, does not in anyway, and should not been seen or portrayed to, exempt the Client from its obligations by law; and
- certification of a management system by Equal Assurance does not imply, and must not be used in any instance to imply, certification of a product or service by Equal Assurance, the relevant accreditation body, or the appropriate government agency(ies). Clients are not permitted to imply or make such claims in any advertising, promotional material or other representation or advice.

Finally, you must not use or publicise your certification in such a manner that can or may bring Equal Assurance, its partners, and/or its practices into disrepute, and therefore lose public confidence in our certification.

7. Fees terms and conditions

Unless stated otherwise in the Proposal (see 4.2.2), the following terms and conditions shall apply to fees charged to you as the Client, by the Partner, on acceptance of our Proposal for the provision of the products and/or services as stated in the Proposal. This forms the Account. Please ensure you review your Proposal in concert with these terms and conditions, as some terms and conditions may have been altered, simplified, waived or may not apply.

(i) Fees in this Proposal shall be for products or services provided to you by the Partner as defined in the Proposal. Upon acceptance of the Proposal, you charge in favour of the Partner your right, title and interest over your assets and the assets of your directors, owners and shareholders, and authorize us to lodge a mortgage or caveat over those assets to secure payment of our costs and disbursements. You also agree to have you or your directors, owners and shareholders execute any additional documents that are required to perfect the security granted herein.
(ii) Fees shall be invoiced on completion of the relevant activity.
(iii) Fees shall be invoiced via email.
(iv) Payment terms shall be 7 days.
(v) Should invoices not be paid within the payment terms, the Partner reserves the right to charge you debt recovery costs, including interest on outstanding monies, collection agency fees, legal costs, and related costs.
(vi) The following fees as scheduled in the Proposal shall apply where applicable and as required:
   a. The Application Fee shall be invoiced following acceptance of the Proposal (see 4.2.3). You will not be issued the Certificate of Application until this Fee is paid.
   b. The Pre-Certification Audit Fee shall be invoiced following completion of the Pre-Certification Audit (see 4.3.2). You will not be able to proceed to certification or have your Certification Audit (see 4.3.3) until this Fee is paid.
   c. The Certification Audit Fee shall be invoiced following completion of the Certification Audit (see 4.3.3). You will not be issued a Certificate of Confidence, and will not be certified, until this Fee is paid.
   d. One of the following surveillance fee arrangements shall apply:
      i. The Annual Surveillance Audit Fee shall be invoiced following completion of the relevant Surveillance Audit. Your continuation of certification will not be approved until this Annual Surveillance Audit Fee is paid.
      ii. Special Arrangements shall be invoiced as specified in the Proposal. Your continuation of certification will not be approved unless and until Special Arrangements are met.
   e. The Re-Certification Audit Fee shall be invoiced following completion of the Re-Certification Audit (see 4.4.3). You will not be re-issued a Certificate, and will not be re-certified, until this Fee is paid.
(vii) Where not included as part of the scheduled fees, the following unscheduled fees may apply as required:
   a. Fees detailed in the Proposal exclude taxes or government charges that may apply (e.g. Goods and Services Tax). Where and to the extent such taxes and charges apply, these shall be charged to you.
   b. Fees detailed in the Proposal exclude accreditation or regulatory body levies that may apply to the services provided (e.g. JAS-ANZ/CCF fees). Where and to the extent such levies apply, these shall be charged to you.
   c. Fees detailed in the Proposal exclude costs associated with the use of technical experts as required (see 5.3). Where and to the extent such costs apply, these shall be charged to you.
   d. Travel expenses (e.g. travel time, flights, motor vehicle, accommodation and sustenance) incurred by the Partner, as required to provide the products and/or specified in this Account, shall be charged to you at cost (including internal administration costs). Travel time is typically charged at 50% of the applicable hourly rate.
   e. The Partner reserves the right to charge you costs associated with cancellations/postponements made by you of confirmed arrangements (e.g. cancelled audits, training, travel, etc.). As a guide, you can expect to incur:
      i. up to 100% of costs for cancellations/postponements made within 10 working days of arrangements, and
      ii. up to 50% of costs for cancellations/postponements made within 20 working days of arrangements.
   f. In the case of an Appeal (see 5.9), where it is determined that the Appeal is unjustified, and you are the Appellant, the Partner reserves the right to charge you all costs associated with the Appeal.
   g. Where your certification is suspended or withdrawn, the Partner reserves the right to charge you all costs associated with communication to interested parties, as deemed necessary (see 4.4.4).
   h. Where significant complaints, incidents and breaches are not disclosed (see 5.7.2), the Partner reserves the right to charge a penalty of 100AUD per undisclosed complaint, incident or breach of significance.
   i. Any additional products and/or services requested by you, or necessary for the effective delivery of the Account, shall be charged by the Partner at the applicable rates quoted in the Proposal (or part thereof) plus associated costs. This may include Follow-up Audits (see 4.4.2.2), Special Audits (see 4.4.2.3), Pre-Certification Audit as part of re-certification (see 4.4.3), Technical Experts (see 5.1) and/or other products and services.
(viii) Where certification is suspended (see 4.4.4.1 or 5.10.3), surveillance fees shall still apply.
(ix) Where certification is withdrawn (see 4.4.4.2 or 5.10.4), all outstanding fees will still need to be paid.
(x) The Partner reserves the right to review fees quoted in the Proposal in line with inflation, regulatory changes, commercial/market circumstances, your internal changes, etc. You will be given sufficient notice of any changes.
(xi) Unless otherwise stated, the Proposal is valid for 4 weeks from the date of issue.

8. Document change control

The following provides a summary of the on-going changes made to the Client Charter.

Issue Number	Section Number	Details of changes	Approved by	Date
1	N/A	See Issues 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 ,14, 15, 16 or 17	Group Assurance Manager	25Mar07 to 15Aug15
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18	All	General typographical changes and/or improvements	Group Assurance Manager	19Jan17
	3	Changed reference to Integrated Audit Criteria Guides		
	4.1	Changed initial certification cycle start date requirement		
		Changed to clarify version of ISO 17021		
	4.3.3.4	Added reference to virtual sites		
	4.1	Changed to align with ISO 17021-1:2015		
	4.2.1			
	4.3.2.2			
	4.3.3.3			
	4.4.2.3			
	4.4.4.1			
	5.9			
	5.11.4			
	6.2			
19	All	General typographical changes and/or improvements	Group Assurance Manager	01Oct18
	3	Added ISO 45001 Assurance Program		
	5.7.2			
	4.3.2.2	Added ISO 22000 requirements for Stage 1 Pre-Certification Audit		
20	All	General typographical changes and/or improvements	Group Assurance Manager	27Mar20
	3	Updated Q-Marks		
	4.1	Added provisions for conduct of off-site audits, in part or in whole		
	4.4.2.4			
	4.4.3			
	4.3.1.3(i)	Changed definition of CCF Code nonconformities for audit findings		
	4.3.3.2	Added Opening (audit start) and Closing (audit finish) Meetings		
	4.3.3.4	Added use of Q-Mark by certified clients of accredited Partners		
	5.5	Added reporting for material changes to number of personnel		
	5.7.2	Added product safety recall to list of significant issues		
	5.11.4	Added provisions for privacy to match provisions for confidentiality		
	6.2	Added legibility and recognisability of Q-Mark and other Marks		
		Change to correct Pantone, including RGB, HEX/HTML and CMYK		