

QA INTERNATIONAL CERTIFICATION LIMITED

SCHEME REGULATIONS



Revision 12.5
June 2019

REGULATIONS

1. These regulations define the general terms and conditions of QA International Certification Ltd, and its operating divisions and subsidiaries providing Product and Management System Certification and Certification of personnel hereinafter and collectively called the Scheme.

Words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender.

Words pertaining to candidate Company shall also be deemed applicable to a person in the case of relevant individuals seeking registration with the Scheme.

2. For the purposes of these regulations:

'Appeals Panel' means a panel of the Scheme Governing Board, established for the purpose of hearing appeals against decisions made by the Governing Board, on matters relating to the Scheme. The panel appointed in respect of each appeal shall consist of a Chairman and at least two members of the Governing Board, none of whom shall have any direct commercial interest in the subject of the appeal, nor shall have been previously involved in the decision appealed against.

'Assessor' means any person appointed by the Governing Board for the purpose of effecting assessment & evaluation of product and management systems.

'Accreditation Body Assessor' means any person acting on behalf of an Accreditation Body for the purposes of observing or otherwise verifying an audit conducted by the Scheme at a clients premises or site as appropriate.

'The Standard' means any one or combination of Standards for control of Operational and/or Product Manufacturing Systems, (Management Systems), as may be published by the various Standards making bodies such as The International Standards Organisation.

'Candidate Company' means an individual or company which has applied for but has not yet been granted registration under the Scheme.

'Certificate' means a certificate of registration issued under the Scheme in recognition of a person, product and/or management system assessed to be complying with the requirements of the Scheme and the standard, of which the 'English' version shall predominate.

'Certification Logo' means the logo that may be displayed on certain documents of a Company to signify registration under the Scheme.

'Certified Company' means a Candidate Company or person that has been successful in obtaining registration under the Scheme to a Scope of registration established by the Governing Board and is consequently deemed eligible by the Governing Board to hold a certificate.

'Governing Board' means the body with responsibility under the Scheme for performance of certification.

'Quality Assessment Schedule' means an interpretative document published through the Scheme to explain the relationship and application of the standard in relation to product and/or management Systems of companies in certain industrial sectors.

'Product, and/or Management System' means the organisational structure, responsibilities, procedures, processes, activities, resources and products and or services of a company or person that together provide for the meeting of

requirements under the regulations of the Scheme and the standard.

'QA International' means QA International Certification Limited, a private Limited Company registered in England, and established solely as the operator of 'the Scheme' for Product, Personnel and/or Management System Registration activities, whose principal office and address for post is Dudley Court, Dudley Road, Darlington, DL1 4GG. All contracts for audit and Certification activities conducted through the global Subsidiaries, Branch Offices, Licensees, Agents and such other authorised representatives of QA International, are deemed to be a contract with QA International in the United Kingdom.

'Scheme Manager' means the person appointed by the Governing Board to be responsible for the day to day operation of its Scheme(s).

3. 'Law' means relevant UK Law or equivalent law in the country concerned for certification compliance purposes. In instances of legal claims brought by or against QA International then UK Law shall be dominant without prejudice to QA International processing a legal claim in any given country.

4. The Governing Board is the sole authority by which Certificates of registration bearing a specified Scope may be granted, renewed, amended or revoked following rules of accreditation.

5. A candidate Company :

a) shall provide accurate and complete company details to the Scheme Manager in order to allow a proper quotation to be determined.

b) on receipt from the Scheme Manager of the quotation in respect of assessment fees and costs associated with Certification, shall complete and submit to the Scheme Manager if he wishes to proceed:

- i) the application form for Certification, and
- ii) a copy of his documented management System

c) shall pay to QA International on demand the prescribed application fee and quoted assessment fees and costs.

6. A candidate Company shall permit Scheme Representatives of the Governing Board to visit his premises to inspect materials, processes, finished articles, methods and practices, records, systems and procedures for the purpose of compiling a programme for Certification assessment.

7. Upon acceptance of the conditions set out below a Certified Company shall be entitled to use the Certification Logo of the Scheme.

Conditions are as follows :

a) The Certification logo is a symbol indicating that the Certified Company has been satisfactorily assessed to QA International Assessment Schedules and requirements of the standard. The logo must always be used in conjunction with the Certified Company's name and Scheme members shall not use any other logo, title or abbreviation to describe their membership of the Scheme.

b) The Certification Logo must always be used in conjunction with the relevant Registrant Certificate Number.

c) The Certification Logo and claims to registration may only be used in correspondence and advertising and promotional material and must not be used

except in connection with those products or services to which the certificate applies. The certified Company must identify the products, processes or services to which the certificate applies and when using the Certification Logo or any statement or claims to registration, then such claims shall be consistent to the scope of registration and shall not imply that the certification applies to activities and sites that are outside the scope of the certification and shall be otherwise be presented in a context where such scope of registration is not open to any misinterpretation or doubt.

d) The Certification Logo may not under any circumstances be used directly on or closely associated with products and associated packaging. Where the certified system applies to a Laboratory; the certification logo may not be used on test, calibration or inspection reports; and the laboratory's own 'type test' or calibration certificates.

e) The Certified Company undertakes to discontinue any use of the Certification Logo which is unacceptable to the Governing Board and any form of statement or reference to the right of the Certified Company to use the Certification Logo which in the opinion of the Governing Board might be misleading.

f) The certified company undertakes that it will not use its certification/registration and associated logos and marks in such a manner as to misrepresent the extent or scope of its registration or otherwise act in any manner such as would bring the name of QA International, it's offices, Agents, Licensees or it's registered members into disrepute.

g) The certified company undertakes that in furtherance of clause (f) above, it will display and otherwise issue where requested for information and verification purposes, the 'English' version of its certificate along with any other translated or other such version of certificate as may also be issued by the Scheme. In matters of purchaser, customer or other circumstances of certificate validation request the most up to date 'English' version certificate shall be the principal upon which registration validity may be confirmed.

h) Upon cessation of registration on the Scheme for whatever reason, the Certified Company undertakes to stop any claims to registration with the Scheme, return certificates of registration to QA International and discontinue all use of the Logo immediately.

8. A Certified Company shall :

a) maintain and document its product and/or management system in accordance with the standard and incorporate any such amendments and updates related to such Standards as may reasonably be directed by QA International, and shall make available to the Governing Board, for retention if necessary, copies of all or any part of its product and/or management system documentation.

b) not vary the product and/or management system in such a way as to cause deviation from the standard for which registration is granted or deviation from FULL product requirements as may reasonably be specified or expected by a purchaser. The Certified Company undertakes to give the Governing Board prior notice of any intentions to materially vary the management system or product for which a valid Certificate is in issue.

c) give representatives of the Governing Board or any Assessor (including an Accreditation Body Assessor), or any observer reasonably seeking participation in the audit process, access during normal working hours to all those premises, documentation, records, personnel, equipment, locations, areas and subcontractors associated with or relevant to evaluation as part

of the Certification process, such access being for the purpose of but not limited to, examining materials, processes, finished articles, methods of test, working practices, records, systems and services, including systems for addressing complaints received, or establishing that the procedures for the termination of certificates, (as described in regulation 8.0 f) have been carried out. Notwithstanding that the above examination may be conducted as a consequence of a written quotation to a pre-determined number of Man-Days, QA International reserves the right to extend its examination and therefore attendance time if such extension of time is deemed necessary in fulfilment of obligations to validate evidence for the purposes of Certification. Should QA International uncover concerns during audit or identify significant changes which would impact the management system; then it reserves the right to repeat all of or part of its assessment stages and may consider cancellation or postponement of future audits until items of concern are addressed.

d) nominate for the records of the Scheme a management representative and one or more deputies authorised to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the management system of the Certified Company and who shall upon each visit by representatives of the Scheme, sign a declaration to the effect that any changes in procedures or other information relevant to the Terms and Conditions under which the Certificate of Registration is held, including customer complaints, have been notified to the Scheme Manager.

e) be subject to regular surveillance visits for the purpose of ensuring that all requirements of the standard are complied with.

f) upon the termination of its Registration under the Scheme for whatever reason, forthwith return its Certificate of Registration to the Scheme Manager and discontinue use of the Certification Logo and all promotional material which makes use of or refers to it.

g) by virtue of its contract with QA International and to comply with certification requirements, keep a record of and investigate all complaints and shall document and also take appropriate action to bring complaints to a reasonable resolution, which shall include the correction of any deficiencies found in products, systems or any other matters that may affect compliance with requirements for certification including product specifications.

h) at all times comply with these Regulations

9. The Governing Board will ensure that QA International in pursuance of its obligations shall:

a) send a representative to visit the premises of the Certified Company at regular intervals for the purposes of verifying through assessment, that the obligations imposed by Registration are being carried out, such verification surveillance visits shall not preclude a reassessment of the Certified Company for continued Registration under the Scheme at periods not exceeding four years.

b) not disclose, except as required by law, or to comply with specific registration Standards or contractual terms i.e. such as for accreditation purposes, any information concerning the Certified Company, other than information which is in the public domain.

c) notify the Certified Company of customer complaints from whatever source received by the Scheme relating to the compliance of their products or services.

d) give due notice to the Certified Company of any changes in Assessment interpretation

subsequent to changes in certification Standards and give it such time as, in the opinion of the Governing Board, is reasonable in which to adjust its system to meet the revised requirements.

e) notify the Certified Company of any changes to wording of certified scope as printed on the Certificate of Registration, and as may be amended, reduced or extended by the Governing Board from time to time, as deemed necessary and appropriate during general meeting, or following instructions or amendment of accreditation scope from accreditation bodies.

f) take responsibility for all audit and certification activities including those outsourced to another body and, in being responsible for its Licensees, subcontractors, agents and similar representatives, requires co-operation from certification holders, in order to fulfil its obligations when subsequently investigating the activities of such representatives.

g) operate certification services with impartiality and integrity

10. Administration of the Scheme requires fees to be paid the level of which QA International reserves the right to review from time to time, as follows :

A candidate company shall pay :

- An application fee.
- Pre certification and other assessment and where necessary reassessment fees

A certified company shall pay :

- An initial certificate fee.
- Fees in respect of surveillance, recertification, and endorsement of any certificates by the Scheme's representatives.
- A fee for renewal of each certificate issued with a new Scope or Site.
- A final assessment fee upon termination of a certificate however derived if such assessment be required by the Governing Board of the Scheme.
- Fees equal to fifty percent of those quoted, for audits that are cancelled by the customer within fourteen calendar days of assessment and fees equal to one hundred percent of those quoted, for audits cancelled within seven calendar days of assessment.

A charge will also be made for any costs incurred by the Scheme due to the certificate holder's non-compliance with these regulations.

Fees relating to a candidate Company or Certified Company shall be quoted to a Candidate or Certified Company at a time prior to application for registration or thereafter as the case may be.

Application fees and assessment fees are payable in advance all other fees shall be paid within thirty days of the date of invoice.

Access to membership of the scheme shall not be conditional upon the size of the candidate company or its membership of any particular association or group nor shall it be conditional upon the number of certified companies already registered.

11. A Candidate Company which has been approved by the Governing Board for membership of the Scheme and has paid its fees shall be entitled to receive a Certificate of Registration under the common seal of the Scheme, and shall, so long as it remains a member of the Scheme be entitled to hold the said certificate. The certificate shall be the property of the Scheme, and should the company to whom it was issued cease to become a member company of the Scheme it shall forthwith be returned to the Governing Board.

Certificates are valid and may be extended so long as the Governing Board can continue to confirm that arrangements are in place to maintain continued registration at defined intervals or until membership of the scheme is formally cancelled by either party subject to these regulations.

A Certified Company shall forthwith notify the Governing Board in writing of any change in its name or Constitution and provide any information and/or documentation in relation thereto as the Scheme Manager may reasonably require.

A Certified Company shall not dispose of, sub-licence, assign, transfer or otherwise deal with its Registration, nor confer any privileges, benefits or rights (if any) arising therefrom, without the prior written consent of the Governing Board. All Audit reports generated under the Scheme shall remain the exclusive property of QA International and shall be subject to disclosure limitations.

12. If a Certified Company is temporarily unable to comply with the requirements of these Regulations, the Governing Board may require the Certified Company to discontinue any claim to Registration under the Scheme or use of the Certification Logo with immediate effect, until they are satisfied that compliance is again achieved, or a successful appeal against this decision is made by the Certified Company under Regulation 15.0.

13. If the Certified Company fails to comply with these Regulations the Governing Board may, subject to the provisions in Regulation 15.0 as appropriate:

- Revoke any certificate.
- Reduce the Scope of products or services which are the subject of any Certificate.
- Limit the use of the certification logo.
- Refuse to confirm continued Registration thereby suspending certification.
- Refuse to extend the Scope of products or services which are the subject of the Certificate.
- Amend /shorten surveillance frequencies.

Such decisions and the grounds for them, shall be communicated to the Certified Company in writing.

14. The Governing Board may revoke, suspend, limit or refuse to issue or renew a Certificate if :

a) The Candidate or Certified Company is the subject of a petition for a bankruptcy order or becomes subject of any arrangement with Creditors under the Insolvency Act, or has a Receiver or Manager appointed in respect of all or any part of its assets, or enters into liquidation whether compulsorily or voluntary, or is convicted of an offence which in the opinion of the Governing Board tends to discredit the Company's reputation and good faith as a trader.

b) Any change takes place in the ultimate ownership of the Candidate or Certified Company as a result of which any third person, firm or corporation gains effective control of the Company and such third person, firm or corporation fails within a reasonable time to affirm full acceptance of the terms and conditions relating to Registration.

c) The Candidate or Certified Company fails to notify the Scheme without delay, of changes that may affect its ability to conform with certification requirements, such as re-location or extension of processes to other premises, changes to legal structure, ownership or management, modifications to the product or production method or management systems,

- or infringements of legal conditions and other such changes as would reasonably affect confidence in the reliability of the certification awarded by QA International.
- d) For OHSMS clients; the Candidate or Certified Company fails to inform QAICL as soon as reasonably practicable, of the occurrence of a serious incident or breach of regulation regardless as to whether it necessitates the involvement of the competent regulatory authority. Such occurrences may result in the requirement for special audit activity to ensure the OHSMS continues to function effectively, the outcome of which should form an input into the decision to continue certification.
- e) For FSMS clients; the Candidate or Certified Company fails to inform QAICL as soon as reasonably practicable, of the occurrence of a serious incident or breach of Food Standards regulation(s) regardless as to whether it necessitates a full product recall. Such occurrences may result in the requirement for special audit activity to ensure the FSMS continues to function effectively, the outcome of which should form an input into the decision to continue certification.
15. In the event of a Candidate or Certified Company wishing to appeal against any decision of the Governing Board (other than pursuant to regulation 14.0 above) it shall within 21 days of being served with such a decision give notice in writing to the Scheme Manager, at the address given in regulation 2.0, of its desire to have that decision reviewed.
- A meeting of the Appeals Panel shall be held within thirty days of receipt of such written notice. The decision of the Governing Board shall stand, pending any meeting of the Appeals Panel. At such meeting both the Appellant and the appropriate representative of the Governing Board shall be entitled to be heard in confidence. The appellant is entitled to state any objections to the constitution of the appeals panel. Such objections must be made known to the Scheme Manager prior to commencement of appeals panel proceedings. The decision of the simple majority of the Appeals Panel as declared by its chairman shall be final.
16. A Candidate or Certified Company shall indemnify QA International against all financial losses and reimburse other costs which QA International may reasonably incur as a result of the Company's failure to comply with these regulations. This condition shall remain binding on the Certified Company after the termination of the Certificate for whatsoever cause.
- A Candidate or Certified Company shall also indemnify QA International in respect of any damages which may be agreed to or awarded against QA International in respect of the death or injury to a Governing Board representative, arising in the course of his conduct of any assessment or surveillance of the Company under these regulations, except where the damages are agreed to or awarded in respect of any liability attributable or attributed to the negligence of QA International, its employees or agents.
- The Candidate or Certified Company shall maintain such insurances as are necessary and to the level required to cover the indemnities referred to above. As and when it is reasonably required to do so, the Company shall produce documentary evidence for inspection by the Governing Board that the insurances required by this clause are properly maintained.
17. QA International shall not be liable for any loss or damage of whatever nature suffered by any Candidate or Certified Company arising out of any action or omission of any independent professional assessment person appointed as an assessor by the Governing Board under these regulations.
18. The liability of QA International for any loss or damage of whatever nature suffered by any Candidate or Certified Company arising out of any breach, by QA International of these regulations (whether or not arising out of QA International's negligence) shall be limited in any period of one year to the value of the fees paid in that year by the Company. QA International shall not be liable for loss or damage of whatever nature suffered by any third party.
19. These regulations may from time to time be altered by the Governing Board. No such alteration shall affect the right of any Certified Company to use the Certification Logo or claim to be registered under the Scheme unless or until it shall have been given notice in writing of such alterations by the Governing Board, who will notify the Certified Company of the date by which it must comply with the altered Regulations, which date shall not normally be less than six months from the date of notification of the alteration.
20. A register of Certified Companies shall be kept by QA International and, subject to reasonable notice, shall be open to inspection by the public during normal working hours at the address given in Regulation 2.0. The Register shall also contain details of certified services and products, such being the 'Registered Scope' of certification as determined or agreed by the Governing Board. The above details shall also be freely confirmed to the public and purchasers when making an enquiry for validation of certification.
21. Any decision, requirement or notification under these Regulations shall be given by notice in writing and signed by or on behalf of the party giving it. For termination of assessment services or registration by a Candidate or Certified Company, QA International requires and the customer agrees that a minimum period of thirty days notice shall be served. Should such minimum notice period not be observed, then QA International reserves the right to levy charges up to any quoted assessment fee and/or any additional charges as may be deemed reasonable to administer withdrawal from the Scheme's Register of Certified Companies.
- A notice may be served to the Candidate or Certified Company at his address given on the application or Registration documents as the case may be, or to the Governing Board of QA International at the address given in Regulation 2.0. A notice may be served by either party on the other by leaving it or sending it by pre-paid recorded delivery or registered post. Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the time of posting. In proving such service it shall be sufficient to prove that the notice was properly addressed and was served in accordance with these Regulations.
22. Disclosure of information
- Information on client registration under the Scheme shall be made available to the public in the form of an 'Approved Companies Register' and record of registration as lodged with the UK 'Register of QA Assessed Companies'. QA International is also at liberty to reveal information for the purposes of validating registrations in response to enquiries from various sources.
- Unless a client specifically requests otherwise, the extent of information for general release shall be limited to the following:
- Client name
 - Registration standard(s)
 - Scope
- Geographical location(s) of client
- And validity period of any registration certificate(s) awarded, amended, suspended and withdrawn.
- In exceptional cases, access to certain information can be limited at the request of the client (e.g. for security reasons). If such restriction is required then this should be made known to the Scheme Manager in writing at time of application, or as soon as possible thereafter.
- When information is requested outside the parameters of the foregoing, then, unless requested by Law, the client shall be notified in advance of the information requested to be provided.
23. Limitation of Liability:
- QA International undertakes to provide Independent and Impartial Audit, Training and Certification services, relating to Standards both for management systems and product manufacture/product processing under Good Manufacturing Practice. Such certification is applied for on a case by case basis by the Client, against the requirements of the relevant Standard(s) and as a distinct and individual contract(s). In the case of multiple contracts, whilst a commercial agreement may be entered into that incorporates several certification services, the delivery of such services shall not be impacted nor condensed except on merit and as allowed under applicable certification guidance, such as for Integrated Management System audits. There shall be no pecuniary or otherwise beneficial impact upon a Certification contract(s), for Companies using the services of QAICL's Training Division or where QAICL has agreed to recognise a Consultancy Service which may be subsequently engaged by the candidate or certified company.
- QA International 'own Brand', National and/or International Standards; Compliance to such standards is evaluated on the basis of a sample audit, to standards and related guidance and codes of practice including those recognised and adopted by National Accreditation Bodies (i.e. such as UKAS in the UK). When non compliance against a Standard, is reported as found by a QA International assessor it shall be the responsibility of the customer to determine the corrective action suitable to address the non compliance and to obtain professional advice as to its appropriateness. QA International does not provide advice concerning measures to remedy non compliances and the customer undertakes not to seek or to rely upon any such advice from a QA International Assessor. The holding of a QA International certificate of registration does not relieve the customer of its legal liabilities in the conduct of its business and provision of its products and services. Should QA International be found not to have interpreted a Standard or assessment result correctly, the liability of QA International shall not extend to liability for loss of production, loss of profits or loss of business for other indirect or consequential losses and will be limited to the amount of the certification fees charged to the customer or the sum of £5,000 whichever is the higher.
- The regulations of QA International are subject to ongoing amendment and the latest version of these regulations is available either directly from QA International at its registered address or from the QA International Web Site.

Revised: 27/06/2019