



Client Charter

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Be confident.[™]

Table of Contents

<u>Section</u>	<u>Topic</u>	<u>Page</u>
1.	Background.....	3
1.1	The Equal concept.....	3
1.2	Why choose Equal Assurance?	3
1.3	Purpose to the Client Charter	3
1.4	Scope of the Client Charter	3
2.	Expectations.....	4
3.	Assurance Programs	5
4.	Road-map to confidence	6
4.1	Our mutual obligations.....	6
4.2	Applying for Certification.....	8
4.3	Achieving Certification	9
4.4	Maintaining Certification	15
5.	Supporting confidence requirements	21
5.1	Our accreditation.....	21
5.2	Arrangements with strategic partners.....	21
5.3	Using technical experts	21
5.4	Dealing with our people	22
5.5	Changes to your organisation	22
5.6	Maintaining the Client Charter.....	22
5.7	Complaints, incidents and breaches	23
5.8	Feedback for Equal Assurance.....	23
5.9	Appealing our decisions	24
5.10	Making changes to your certification	25
5.11	Other requirements.....	26
6.	Using certification and the Q-Mark™	27
6.1	Ownership	27
6.2	Use of the Certificate and Q-Mark™	27
6.3	Publicising your certification status	28
7.	Fees terms and conditions	29
8.	Document change control	30

1. Background

1.1 The Equal concept

Initially established as a management services organisation back in 1994, Equal (known then as Equal Management Services, by 1998 as Equal Consulting Group Pty Ltd, and by 2007 as Equal Group Pty Ltd) grew to establish a national network for the co-operation of independent management practices. Amongst the services its member practices provided were certification services through other accredited organisations.

In 2007 Equal took the decision to “go it alone”, and establish its own accreditation status as a conformity assessment body (CAB) for the provision of assurance and certification services. This necessitated the continued divestment in management system consultancy services, and led to the creation of Equal Assurance Pty Ltd, as an entity that is both legally and operationally independent of Equal Group Pty Ltd.

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 Equal Group Enterprises, Equal Assurance functions as a co-operative network of independent audit practices. This sets us apart from our competitors by allowing you to develop and maintain 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 but the result of assurance, and not 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 back-office support, on-line products and services, and simple, 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 (eg: 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 organisation'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 organisational 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 do not hide things that are important for us to do our job properly.
- 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 organisations 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 our business, or to the needs and expectations of your people, your customers, your suppliers, the environment, and society in general.

3. Assurance Programs

Equal Assurance currently maintains the following assurance programs:

ISO 9001
Quality management systems

AS 4801
Occupational health and safety management systems

ISO 14001
Environmental management systems

OHSAS 18001
Occupational health and safety management systems

Civil Contractors Federation
Civil Construction Management Code

ISO 10002
Complaints handling



All assurance programs are delivered through Integrated Audit Criteria, summarised as follows:

- Integrated QSE Audit Criteria: Integrates ISO 9001, AS 4801, OHSAS 18001 and ISO 14001.
- Integrated CCF Audit Criteria: Integrates CCF Code.
- Integrated QECH Audit Criteria: Integrates ISO 9001, ISO 14001 and ISO 10002.

Details on our Integrated Audit Criteria, and these assurance programs, are available from our website at www.equalassurance.com/downloads.

Finally, where an assurance program is under development (eg: ISO 22000), Equal Assurance may choose at its discretion to issue a "Certificate of Verification" to confirm that you have been audited to this criteria. This Certificate is subject to the requirements of this Client Charter, is not intended to attest to a level of compliance, and remains the property of Equal Assurance.

4. Road-map to confidence

4.1 Our mutual obligations

As a Client, you can be confident that our accredited assurance programs comply with the requirements of international standard ISO/IEC 17021 “*Conformity assessment – Requirements for bodies providing audit and certification of management systems*”. The requirements:

- apply to all accredited assurance programs delivered by Equal Assurance;
- 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 (eg: education and 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.

The three*-year certification cycle begins with the certification or re-certification decision.

In general, assurance programs delivered to your organisation, and any subsequent adjustments, will take into consideration the size of your organisation, 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 (Australian).
- 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, including the Lead Auditor, 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 organisation, 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 rationale behind the sampling will be documented.
- 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 organisation 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 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 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 (eg: 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 Account Manager will ask an authorised representative of your organisation to provide the information necessary for us to establish:

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

4.2.2 Our Proposal

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

- ensure the information about your organisation and its management system is sufficient;
- check any available communication information (eg: 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

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 organisation and Equal Assurance.

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 organisation
- 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 acknowledged 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. In other words, 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 with least one other management system standard certification issued by Equal Assurance (ie: ISO 9001, AS 4801, ISO 14001, OHSAS 18001, CCF Code). In other words, ISO 10002 certification on its own is not permitted. 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 Equal Assurance or another CAB). 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


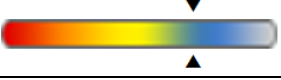
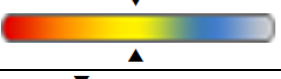
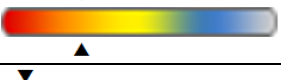

Each Audit Finding raised during audits will be allocated a Risk Rating†, based on its status as determined by the Audit Team. The criteria for determining the Risk Rating as well as the client requirements for correction and corrective action, are provided in the following Risk Rating Table.

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 "Defect/Nonconformities". Audit Findings with a Risk Rating of 2 or 3 are considered "Observations".

(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 organisation, your Account Manager will prepare an Audit Plan. This will be communicated to you through Qdos, and will include:

- Audit Scope;
- Audit Criteria (see Section 3);
- Audit Team; and
- Audit Activities (including timing, location, etc.).

4.3.2.2 Pre-Certification Audit Performance

The Pre-Certification Audit will be performed:

- to audit your organisation's management system documentation, ensuring that your management system is designed to achieve your organisation's policies and objectives;
- to evaluate your organisation's location site-specific conditions, and to undertake discussions with your personnel to determine the preparedness for the Certification Audit;
- to review the understanding of relevant personnel within your organisation 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 collect information regarding the scope of the management system, processes and location(s) of your organisation, and related statutory and regulatory aspects and compliance (eg: quality, environmental, legal aspects of your operation, associated risks, etc.);
- 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 any significant aspects; and
- 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.

For some management systems, it will 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 off-site and/or on-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 organisation to resolve areas of concern; and
- revision of arrangements for the Certification Audit, as a result of the Pre-Certification Audit.

4.3.3 Certification Audit

4.3.3.1 Certification Audit Planning

In consultation with your organisation, your Account Manager will prepare an Audit Plan. This will be communicated to you through Qdos, and will include:

- Audit Scope;
- Audit Criteria (see Section 3);
- Audit Team; and
- Audit Activities (including timing^{††}, location, etc.).

^{††} In order to be eligible for sampling as a "multi-site organisation", there is an *inter alia* requirement that all the relevant Sites (including the Main Site) be internally audited, in accordance with your organisation'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 organisation's management system. The Certification Audit will be performed at the site(s) of your organisation. It will include at least the following:

- 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 organisation's management system as regards legal compliance;
- 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.

^{†††} For the AS 4801 and OHSAS 18001 Assurance Programs (see Section 3):

- the Certification Audit cannot be performed until corrective action on nonconformities identified during the Pre-Certification Audit (see 4.3.2) has been completed; and
- certification cannot be granted (see 4.3.3.4) until there is sufficient evidence to demonstrate that arrangements for internal auditing and management review have been implemented, are effectively maintained, and one complete internal audit covering all elements of the management system, as they relate to AS 4801 and/or OHSAS 18001, has been conducted.

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	1
	3	Yes	1
High	2	Yes	1
	3	Yes	1
	4	Yes	1,2
Medium	3	Yes	1,3
	4	Yes	1,2,3
	5	Yes	1,2,3,4
Low	4	Yes	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 be conducted, within four months of the date of the Audit, with the aim of ensuring there are no Audit Findings remaining at medium-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 be conducted, within eight months of the date of the Audit, with the aim of ensuring there are no only low-risk Audit Findings are remaining.

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 organisation 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.

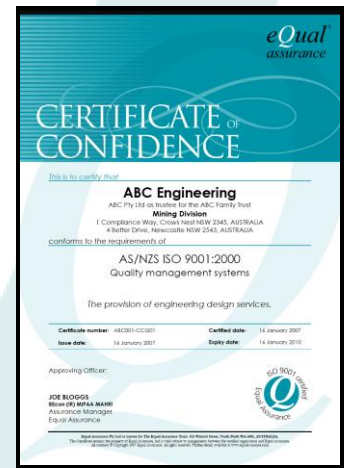
The Assurance Manager will make the certification decision on the basis of an evaluation of the Audit Findings, Audit Conclusion and any other relevant information (e.g. public information, comments by you on the Audit Report, etc.).

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 (both in hard copy where applicable and in electronic PDF format); and
- the Q-MarkTM (in electronic format).

Use of this material is described in Section 6, including the use of the JAS-ANZ Mark for any JAS-ANZ accredited assurance programs.

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



Whilst certified, details that apply to your organisation 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 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; and
- any other information required by the standard and/or other normative document used for certification.

Should your organisation 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; in fact, it has only begun. The challenge for you now is to maintain and improve on your management system and its capacity to deliver on the management objectives you set out to achieve.

To provide your organisation 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 organisation'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 organisation 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 organisation on previously identified Audit Findings. They are intended to assess the effectiveness of the corrective action taken by your organisation 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 organisation. Special Audits may be initiated in response to:

- high risk or extreme failures in your management system;
- significant changes to your organisation (eg: relocation, change in ownership, etc.);
- changes to your organisation'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 such cases, the Account Manager will provide notice as to the timing and reasons for the Special Audit. Also, as such Special Audits are often at short notice, 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 audits that, rather than necessarily being full system audits, target specific elements of the relevant management system standard and/or criteria for certification. 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 organisation, 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:

- 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;
- progress of planned activities aimed at continual improvement;
- continuing operational control;
- review of any major changes to your organisation 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	1
	3	Certified	1
High	2	Certified	1
	3	Certified	1
	4	Certified	1,2
Medium	3	Certified	1,3
	4	Certified	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 be conducted, within four months of the date of the Audit, with the aim of ensuring there are no Audit Findings remaining at medium-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 be conducted, within eight months of the date of the Audit, with the aim of ensuring there are no only low-risk Audit Findings are remaining.
- 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

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 organisation, or the operating context of your management system (eg: 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 organisation, 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.

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 audit coverage to provide confidence in the certification.

The Re-Certification Audit will include an on-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 organisation's policy and objectives.

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. If your performance is perceived by customers and other interested parties to be poor, this reflects poorly on us, which is not favourable. 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);
- 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 the Certified Clients Register, 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.

It should also be noted that for accredited assurance programs, certification that is under suspension or the threat of suspension cannot be transferred from one accredited CAB to another.

Finally, upon request by any party, we shall correctly advise of the status of certification of a client's management system as being suspended.

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, will 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. These conditions include that, upon notice of withdrawal of certification, that the client discontinues its use of publicity material that contains any reference to a certified status, and 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 the Certified Clients Register, posting on the Equal Assurance website, etc.), or reduced.

5. Supporting confidence requirements

5.1 Our accreditation

It is our intention 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.

More specifically, Equal Assurance maintains accreditation from the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) for a number of the Assurance Programs listed in Section 3. JAS-ANZ is established under treaty, and is an IAF member. Further details on our accreditation status and scope can be found at www.jas-anz.org.

Equal Assurance will also seek and maintain accreditation/registration with industry assurance schemes. An example of this is the CCF Code Assurance Program (administered by the Civil Contractors Federation), with details on this scheme available at www.civilcontractors.com.

Among other requirements, it is a specific requirement of such accreditations/registrations that the relevant bodies witness some of our audits, and related activities, on a periodic 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 witness 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, such accreditation/regulatory bodies operate under equivalent provisions for confidentiality as we do.

5.2 Arrangements with strategic partners

As previously mentioned, whilst the contractual relationship remains between Equal Assurance and its clients, we are nevertheless structured so as to provide a co-operative network for independent audit practices to deliver client and account management services, and audit personnel and services, directly to clients.

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

- other conformity assessment organisations who may specialise in technical fields, certification, locations or markets not currently serviced by Equal Assurance; and/or
- educational institutions through which education and training services can be provided.

For each service account, the nature of the relationships is always disclosed up-front.

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 in to 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 organisation. For our clients these roles are:

- Assurance Manager – A person assigned by Group Assurance Manager as responsible for the certification decision for the Client.
- Client Manager – A person assigned by the authorised 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 authorised 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 feel free to raise these concerns with the person or function to which they are accountable.

5.5 Changes to your organisation

Any changes to your organisation that can or may have, or have had, an impact on the validity of your existing certification must be brought to the immediate attention of your Account Manager, in writing. Examples include changes in relation to the legal, commercial, organisational status or ownership, key staff changes, contact details, scope of operations, and significant changes to the management system. The Account Manager will then undertake a review of the changes, and determine what activities may be necessary. Such activities may include a Special Audit (see 4.4.2.3) or be conducted in conjunction with a Surveillance Audit (see 4.4.2.4). Changes your scope of certification or certification status may also be necessary (see 4.4.4).

In particular, for the provision of notices, a valid email address must be maintained at all times.

5.6 Maintaining the Client Charter

As it is the current issue of the Client Charter that forms the basis of arrangements between your organisation 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

It is a requirement of Equal Assurance that your nonconformity, corrective and preventive action procedures provide for the separate identification and recording of issues of concern that are raised by stakeholders external to your management system. This includes but may not be limited to issues raised by customers (including purchasers, users and/or beneficiaries) and other interested parties such as environmental groups, employee groups, member of the public, etc.

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 (eg: ISO 9001 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, 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 (eg: 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 a temporary incapacity or disability requiring an absence from work of one working week or more.
- For assurance programs relating to environmental management (eg: 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 failure to meet an environmental license condition, and/or a material failure in the ability control a significant environmental aspect.

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 lead 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 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 directly 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 Group Assurance 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 authorised representative of the Appellant.
- Upon receipt, the Group Assurance Manager shall acknowledge receipt in writing, review relevant documentation, seek explanations from relevant personnel, and document a position in respect to the validity of the Appeal.
- The Group Assurance 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 Group Assurance Manager.
- The Group Assurance 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 (ie: in favour of the Appellant), the Assurance Manager responsible shall ensure relevant corrective action is taken. Should the Appeal be unjustified (ie: 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 Group Assurance 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 (ie: 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), Equal Assurance does not provide management system consultancy services to clients. Where such services are required by our clients, we require that these services are sourced independently of Equal Assurance.

5.11.4 Confidentiality

Except as may be required by law or our regulators (eg: JAS-ANZ), you as the Client, and Equal Assurance, will treat as confidential and will not disclose to any third party without prior written consent of the other, any information which comes into your or our possession, the possession of your or our employees, agents or others by virtue of our arrangements. This notwithstanding, Equal Assurance may at times need or be expected to provide non-confidential information about the results of specific audits (eg: in response to complaints) to specific interested parties.

5.11.5 Arbitration

Any disputes or differences (matter) arising between you and Equal Assurance, other than Appeals (see 5.9) or payment of fees, should be referred to the Australian Commercial Disputes Centre. In the event that we are unable to resolve the matter within 90 days of it being referred, or within such longer period as may be agreed between us, then the matter shall be referred to arbitration.

The arbitration must be conducted in accordance with the rules for the conduct of commercial arbitrations of the Institute of Arbitrators Australia. The arbitrator will be the nominee of the President of Institute of Arbitrators, Australia, who shall effect arbitration, agreed upon in writing by both of us, within 28 days after a notice is received by Equal Assurance requesting arbitration.

5.11.6 Law

This Agreement is governed by the Laws of the Commonwealth of Australia and the parties submit to the jurisdiction of the High Court of Australia and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party or as may be subsequently notified by the other.

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 (eg: forms, web-site, database, etc);
- Audit Reports, including their format and content;
- the Certificate of Application (see 4.2.3); and
- the Certificate of Confidence (see 4.3.3.4).

6.2 Use of the Certificate and Q-Mark™

As a certified Client, your Certificate of Confidence can be displayed at your office, at sites covered by your certification, promotional events, incorporated into 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.

You are also granted the right as a certified Client to use the Q-Mark™ where appropriate on stationery and marketing materials.

The Q-Mark™ may be used as a single mark or, for JAS-ANZ accredited assurance programs (see 5.1) with in conjunction with the JAS-ANZ Mark. When used together, the two Marks shall appear of similar size and used next to each other. The JAS-ANZ Mark is only accessible for programs for which Equal Assurance is accredited by JAS-ANZ, as indicated on your Certificate of Confidence.

Where the Marks are used in colour, unless otherwise authorised by Equal Assurance, the Marks shall be used as follows: the Q-Mark™ must be reproduced only in the "teal" colour provided, being Pantone Matching System (PMS) 320 or R0 G148 B169, and the JAS-ANZ Mark is PMS Reflex Blue and PMS 485 Red. Where the Marks are used in mono-colour, unless otherwise authorised 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 disproportionately. That is, 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 JAS-ANZ 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 organisation has been certified. The Marks shall not be used on the product or the packaging of the product as seen by those who use or consumer the product. The Marks relate to your organisation, 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. The Marks shall not be applied to laboratory test, calibration or inspection reports, as such reports can, in the context of certification, be deemed to be products.

Marks may be used on stationery, literature or other publicity material.

6.3 Publicising your certification status

The type and extent of publication of your certification is a matter for your organisation 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 organisation maintains multiple sites, or maintains a scope of certification that does not cover the entire scope of operations for the organisation (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 misled regarding the certification coverage.

Clients who maintain certified management systems should also be careful in noting that:

- the issuance by Equal Assurance of a Certificate of Confidence, and the authorisation to use the Q-Mark™, does not in anyway, and should not be 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 accreditation body (JAS-ANZ or other) 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 could or may bring Equal Assurance and/or its practices into disrepute, and therefore lose public confidence.

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 Equal Assurance, 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 Equal Assurance as defined in the Proposal.
- (ii) Fees shall be invoiced on a monthly basis.
- (iii) Fees shall be invoiced via email.
- (iv) Payment terms shall be 7 days.
- (v) Should invoices not be paid within the payment terms, Equal Assurance 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 the invoiced following completion of the Client Application Form (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. Surveillance fees shall commence from the date of the Certification Audit (or the date of the certification decision for an accredited certification transfer), and shall cover surveillance audit costs (see 4.4.2.4). You will not be issued a Certificate or remain certified until payment has been made. One of the following shall apply:
 - i. The Post-Certification Monthly Fee shall be payable to Equal Assurance on a monthly basis via automated direct debit (electronic funds transfer), in advance, from your bank or suitable credit card. You will not be issued a Certificate until the direct debit of this Post-Certification Monthly Fee is established.
 - ii. The Post-Certification Annual Fee shall be invoiced on an annual basis, in advance, for the relevant year. Your continuation of certification will not be approved until this Post-Certification Annual Fee is paid.
 - iii. 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.
 - 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 (eg: 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 (eg: JAS-ANZ 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 (eg: travel time, flights, motor vehicle, accommodation and sustenance) incurred by Equal Assurance, as required to provide the products and/or specified in this Account, shall be charged to you at cost (including internal administration costs).
 - e. Equal Assurance reserves the right to charge you costs associated with cancellations/postponements made by you of confirmed arrangements (eg: cancelled audits, training, travel, etc.). As a guide, you can expect to incur:
 - i. up to 100% of costs for cancellations/postponements made within 5 working days of arrangements, and
 - ii. up to 50% of costs for cancellations/postponements made within 10 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, Equal Assurance reserves the right to charge you all costs associated with the Appeal.
 - g. Where your certification is suspended or withdrawn, Equal Assurance reserves the right to charge you all costs associated with communication to interested parties, as deemed necessary (see 4.4.4).
 - h. Any additional products and/or services requested by you, or necessary for the effective delivery of the Account, shall be charged by Equal Assurance 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), all fees outlined above shall still apply.
- (ix) Where certification is withdrawn (see 4.4.4.2 or 5.10.4), some fees outlined above may still apply, with the exception of the Post-Certification Monthly Fee or Annual Surveillance Audit Fee, which will no longer be levied.
- (x) Equal Assurance 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 or 10.	Group Assurance Manager	25Mar07 to 10May10
2				
3				
4				
5				
6				
7				
8				
9				
10				
11	All	General typographical changes and/or improvements. Deleted reference to Equal Assurance address	Group Assurance Manager	08Oct10
	3	Added reference to OHSAS 18001		
	4.3.3.3			
	4.4.2.4	Changed "executive" summary to "audit" summary in audit report.		
	4.4.3			
	4.3.3.3	Changed Condition 3 from "three" months to "four" months.		
	4.4.2.5			
	4.3.3.3	Changed Condition 4 from "six" months to "eight" months.		
	4.4.2.5			
	4.3.3.3	Added Conditions for Very High Confidence and Audit Finding.		
	4.4.2.5	Removed Condition for High Confidence and Extreme Risk Finding.		
6.2	Added background colour and shading criteria for use of Marks.			
12	All	General typographical changes and/or improvements.	Group Assurance Manager	21Jan11
	4.2.1	Added check for relationships with other organisations.		
	4.4.4.1	Changed suspension requirements for clarity and consistency.		
	4.4.4.2	Changed withdrawal requirements for clarity and consistency.		
	7(viii)	Changed fees charged during suspension period.		
	7(ix)	Added reference to Annual Surveillance Audit Fee.		
13	All	General typographical changes and/or improvements.	Group Assurance Manager	29Jul11
	3	Changed downloads hyperlink.		
		Deleted AS and NZS from assurance program titles.		
		Added ISO 10002 Assurance Program.		
		Added Integrated QECH Audit Criteria for ISO 10002.		
	4.3.1.2	Added specific requirements for ISO 10002.		
	4.3.3.3	Changed Condition 1 for upload into Qdos, 4, 5 and 6 for Special Audit on all current audit findings, and all for clarity of risk ratings.		
	4.4.2.5			
	5.7.2	Added clearer definitions to "significant issues".		
6.2	Changed PMS to Pantone Matching System.			
	Deleted reference to 4.3.3.4.			
7(vi)	Added reference to Post-Certification Annual Fee.			