



GLOBAL CERTIFICATION PTY LTD

Contract Application Form/ Approved User Agreement for Certification/Re-Certification

This document forms the legal arrangement between Global Certification Pty Ltd and the Company listed below.

Registered Company Name			
Trading Name if Different			
ABN Number			
Company Address			
Postal Address			
Management System Representative NOTE: Global Certification is to be advised of changes to the Management System Representative when changes occur.			
Contact Details			
<i>Telephone</i>		<i>Facsimile</i>	
<i>E-Mail</i>		<i>Website</i>	

Please note: - Global Certification is accredited with JAS-ANZ for the following: - Quality, Environment, Occupational Health and Safety and Product Certification. Please indicate standards that you require to be certified. Global Certification can also provide non-accredited certificates under the schemes that we are not accredited for by JAS-ANZ.

BUSINESS MANAGEMENT SYSTEMS

<input type="checkbox"/> Quality ISO 9001:2015	<input type="checkbox"/> Environment ISO 14001:2015	<input type="checkbox"/> Occupational Health & Safety AS/NZS 4801:2001 <input type="checkbox"/> Occupational Health Safety ISO 45001:2018	<input type="checkbox"/> Risk Management ISO 31000:2018	<input type="checkbox"/> Food HACCP AS/ISO 22000:2018	<input type="checkbox"/> Event Sustainability Management AS ISO 20121:2013	<input type="checkbox"/> Product 1546.1:2008 1546.2:2008 1546.3:2017 1546.4:2016 4766:2006 5200.026:2004 3735:2001 Watermark
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INFORMATION COMMUNICATION TECHNOLOGY TECHNIQUES – REMOTE SITE AUDITING

Global Certification can conduct remote site auditing using Information Communication Technology techniques; utilising electronic access to management systems, teleconferencing, web meetings, interactive web-based communication, servers and cloud access. All permanent and project site documents are to be accessed remotely to utilize ICT.

Note: If individual sites are responsible for separate sections of the standard, i.e., Human Resources, Warehousing and Distribution and the information cannot be accessed via remote access using ICT due to infrastructure limitations, a site visit will be required to obtain the information required.

Please provide details of any ICT programmes that are used within your organisation, specifically between any sites you may have and head office. Head office will be audited annually; physical site visits will be discussed prior to audits.

SharePoint Cloud Specifically designed software i.e., database or intranet Servers

Other, please detail:

Will the auditor require specific training in the programme: YES NO

Is all documentation relating to the standard being certified accessible remotely for all sites using Computer

Assisted Auditing Techniques: YES NO

NOTE: This will be confirmed by the auditor on site and if necessary, the quotation will be amended if the information is incorrect.

PERMANENT SITES (Other states or other locations) & ANY VIRTUAL SITES

Please list additional sites that are to be covered by your Certification or wish to be covered by your Certification, detail the processes involved at those sites, i.e., Warehousing and Distribution, Accounts and Administration. This also includes Virtual Sites.

Site Address	Processes / Activity at Site	ICT Y / N	Shift Work Y / N	# Of Shifts	Employees Based At Client Sites (Risk Assessment Completed)

Is shift work conducted at the above sites? Yes No

How many shifts does your company operate?

Number of employees per shift?

Are employees based on client sites? Yes No

• How Many

• What OH&S hazards are present on each shift and have risk Assessments been conducted?

TEMPORARY SITES / CURRENT PROJECTS

Please list current temporary or project sites and if members of the public are present on those sites.

Site Address	Processes / Activity at Site

Previous / Current Certification / Length of Certification

Is your Organisation currently (or previously been) registered with another Certification Body and for how long?

Yes No If Yes Certification Body Name and length of certification:

Are there any Major Corrective Action Requests outstanding with the Certification Body Yes No

Please specify:

Certification Date		Expiry Date:	
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How did you hear about Global Certification?

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Interpreters

GC assessors speak and operate in English exclusively for certification activities. Do you require GC to be able to audit in a foreign language Yes No?

Or will sufficient interpreters be available to the assessors? Yes No

Special Languages required Yes No

If Yes, what Language	
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Interpreter supplied? Yes No

Consultants

Have you used any Consultants in assisting you with the program Yes No

If yes, please provide the details of the Consultant used	
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Note: - We will provide the names of the audit team prior to the assessment and require you to advise us if any of the persons have been involved with your Management System either consulting or internal auditing in the past two years.

CERTIFICATE DETAILS

Name Required on the Certificate.

Please ensure this is the correct name of your company as it will be published on the front page of your certificate:

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Please describe the activities that best describe what your organisation does.

This information will be used to establish NACE Codes to enable us to send an audit team that understands the industry within which you operate and to assist in establishing the scope that will appear on your certificate.

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PROVISION OF DOCUMENTS FOR INITIAL REVIEW

Please specify the documents that you are providing either in hard copy or electronically with this application for initial evaluation. We require your Company Quality/OH&S/Environmental Manual and other applicable documents with the application or as soon as possible following the application being received to enable us to complete a desk top review of your system to ensure that your system complies with the various standards or normative reference being assessed against, prior to coming to site for stage one of the assessments.

Please Specify documents supplied and/or their availability.

STATEMENT OF AGREEMENT BY THE CLIENT (Client Representative to Sign)

This contract/ application is a tri-annual agreement and must be completed prior to any work commencing with Global Certification Pty Ltd and prior to recertification taking place before the expiry of the three-year certification period. Note additional information is set out in Appendix 1 and the conditions of this contract/application are included in Appendix 2. Appendix 2 may be varied from time to time as required by JAS-ANZ to ensure accreditation is maintained so that your certificates will be current. The new conditions will become effective not less than one month following the publishing of the Conditions on our web site www.globalcertification.com.au

Signature of Authorised Company Representative

Position	Print Name	Signature	Date

AGREEMENT TO PROCEED BY GLOBAL CERTIFICATION (GC Representative to Sign)

I confirm that Global certification Pty Ltd have accepted your Contract/Application and have the necessary skilled assessors to complete the registration, assessment and administration of your certification activities requested under this contract/ application. We also agree that all matters relating to the assessment and on-going surveillance of the Certification program agreement with the client will be subject to our confidentiality policy GC003 that is found on our web site www.globalcertification.com.au.

Signature of Authorised Company Representative

Position	Print Name	Signature	Date
CEO	Bruce Smith		

Please Fax, Email or Post back the applicable pages of this Contract/Application to:

Global Certification Pty Ltd
PO 953 Belconnen ACT 2616
Email: info@globalcertification.com.au

PRODUCT CERTIFICATION including Watermark

Please indicate standard/s or codes to be certified the current list of Standards and normative references are found in appendix 1 under product certification. For product construction standards, the certification requires the submission of a Company Product Plan including engineers' drawings and any current certification of the product, a full component list and manufacturing methods, sites where the product components are manufactured site/s where assembled and the jurisdictions where the product is to be sold, prior to proceeding to the stage two assessment. A Quality plan or 9001 Certification is a prerequisite. For product performance standards, the testing criteria and access to a test site with testing security must be provided. All testings will be completed by a NATA laboratory or equivalent.

Please note: - In the case of product performance testing, the government agencies will be advised that the system is on test and the outcome of the test results; including interim test results should the system fail during the testing process. Please attach details of the product to be certificated as required. To assist in the process of producing a Company Product Plan, the following should be included with the submission as a minimum.

Construction standard e.g., AS/NZS 1546.1:2008	
Standard or Normative Reference	
Product Description	

All products carrying the Watermark are required that either an owner's manual, installation manual or instructions are supplied to all customers supplied with the product. This should also provide what are the limitations of the product i.e., water temperature, pressure, lid carrying weight or other limitations. The statement shall be included with the product when sold and shall be clearly visible and comprehensible to the intending purchaser and user. The statement may be stamped onto the product, printed on the packaging, or included as part of the installation instructions. Web site information is permissible. However, the client must be advised where the information is available and shall be provided to Global Certification Pty Ltd and any updates provided to Global certification Pty Ltd. This may be stamped on the product.

Information supplied

Size/s of the tank including total capacity and working capacity covering each compartment, size, shape, and if round whether in vertical or horizontal axis

Materials from which the tank is manufactured	
List of Components	
Engineers' certification and drawings attached	
Tank components manufactured at address	
Tank assembled at address	
Product performance Standard e.g., AS 1546.3:2017	
Standard or Normative Reference	
Product Description	
Design Flows, EP, BOD₅, TSS, Nitrogen and Phosphorus	
Testing criteria e.g., Nitrogen phosphorus removal or reduction	
Sterilisation Method	

Testing site/sites	35 Matt Court Jimboomba Qld
Testing criteria if not to current scope or standard	
Government agencies where approval of the product will be sought	

Quality ISO 9001:2015 specific information

ORGANISATIONAL INFORMATION:

Quality certification allows exclusions to the standard based on the activities conducted by you. This is described as scope reduction and would normally reduce the time on site and cost of the audit process. Please note that the scope cannot be reduced to exclude an activity that is associated with your business activities being accredited. Normally exclusions are only relevant to 8.3.

8.3 Design and development

Is scope reduction to any of the above clauses of ISO 9001:2015 sought Yes No

If YES, please specify.

Does the company sub-contract any specialist manufacturing, processing, or service operations?

Yes No

If YES, please specify.

Specific Information Environmental Certification ISO 14001:2015

Environmental aspects specified in this document are based on five primary complexity categories of the nature and gravity of the environmental aspects of an organisation. These are: -

1. High –environmental aspects with significant nature and gravity (typically manufacturing or processing type organizations with significant impacts in several of the environmental aspects).
2. Medium –environmental aspects with medium nature and gravity (typically manufacturing organizations with significant impacts in some of the environmental aspects).
3. Low - environmental aspects with low nature and gravity (typically organizations of an assembly type environment with few significant aspects).
4. Limited –environmental aspects with limited nature and gravity (typically organizations of an office type environment).
5. Special – these require additional and unique consideration at the audit planning stage.

To assist in arriving at the certification time please indicate which best describe your business and the basic percentage of business activity involved per site if more than one.

Risk Category	Aspect	Head office or single site	Site 2	Site 3	Site 4	Site 5	Site 6
High	mining and quarrying						
	oil and gas extraction						
	tanning of textiles and clothing						
	pulping part of paper manufacturing including paper recycling processing						
	oil refining						
	chemicals and pharmaceuticals						
	primary productions – metals						
	Non-metallic processing and products covering ceramics and cement.						
	coal based electricity generation						
	civil construction and demolition						
	hazardous and nonhazardous waste processing e.g., Incineration etc.						
	effluent and sewerage processing						
Medium	fishing/farming/forestry						
	textiles and clothing except for tanning						
	manufacturing of boards, treatment/impregnation of wood and wooden products						
	paper production and printing excluding pulping						
	non-metallic processing and products covering glass, clay, lime etc.						
	surface and other chemically based treatment for metal fabricated products excludes primary production						
	surface and other chemically based treatment for general mechanical engineering						
	production of bare printed circuit boards for electronics industry						
	manufacturing of transport equipment - road, rail, air, ships						
	non-coal-based electricity generation and distribution						
	gas production, storage, and distribution (note extraction is graded high)						
	water abstraction, purification and distribution including river management (note commercial effluent treatment is graded as high)						
	fossil fuel wholesale and retail						
	food and tobacco - processing						
	transport and distribution - by sea, air, land						
	commercial estate agency, estate management, industrial cleaning, hygiene cleaning, dry cleaning normally part of general business services						
	recycling, composting, landfill (of nonhazardous waste)						
	technical testing and laboratories						
healthcare/hospitals/veterinary							
leisure services and personal services excludes hotels/restaurants							
Low	hotels/restaurants						
	wood and wooden products excluding manufacturing of boards, treatment, and impregnation of wood						
	paper products excluding printing, pulping and paper making						
	rubber and plastic injection moulding, forming and assembly – excludes manufacturing of rubber and plastic raw materials which are part of chemicals						
	hot and cold forming and metal fabrication excluding surface treatment and other chemical based treatments and primary production						
	general mechanical engineering assembly excluding surface treatment and other chemical based treatments						
Limited	wholesale and retail						
	electrical and electronic equipment assembly excluding manufacturing of bare printed circuit boards						
	corporate activities and management, HQ, and management of holding companies						
Special	transport and distribution - management services with no actual fleet to manage						
	telecommunications						

	general business services except commercial estate agency, estate management, industrial cleaning, hygiene cleaning, dry cleaning							
	education services							
Special Cases	nuclear							
	nuclear electricity generation							
	storage of large quantities of hazardous material							
	public administration							
	local authorities							
	organizations with environmental sensitive products or services							
	with environmental sensitive products or services							
Other Please specify								

Every product or service has an impact on the environment during all stages of its life cycle, e.g., extraction of resources, acquisition of raw materials, production, distribution, use (application), reuse, end-of-life treatment, including final disposal. These impacts range from slight to significant; they can be short-term or long-term Please review the following list and comment on the use of these in your operations.

Effect your operations have on the environment	
The first two digits of the NACE Code forms the first two numbers of the EMS code This is followed by an E and then the Receptor. The OAP will refer to simply E1, E2 etc. against that client and each individual auditor pack will provide further detail on the E code.	
E1	Receptor Air, emissions to atmosphere, radiation, noise, temperature of emissions to atmosphere
E2	Receptor Water, Wastewater streams, depletion of water resources, Flooding implications for operations, Water table variations and salinity, Waste streams, Effect on water ways
E3	Receptor Soil Erosion, salinity, fertility, fertilisers, topsoil loss wind, lack of vegetation Receptor Land use, mining, farming, vegetation, grazing Receptor Land sites classified as contaminated land. Receptor Land/soil waste streams plant effluent, and solid waste
E4	Receptor Community Health, Noise, Odours, Dust, Vibration and Light Receptor Community Social Heritage Cultural changes, archaeological artefacts Receptor Community Economic, cost of clean-ups, temporary road closures effecting local businesses. Receptor Community, effect of operations on adjacent environmental sensitive areas
E5	Receptor Natural Resources fossil fuel mineral deposit extraction, transport, storage and/or consumption Receptor Natural Resources land regeneration, vegetation and topography following mining activity. Receptor Natural Resources Increase in Human population and effect on resource use. Receptor Natural Resources Electricity usage, gas usage, oil-based fuel usage, coal usage, biofuels (ethanol, seed oils) usage, metal usage, mineral usage, storage, transportation, and consumption
E6	Receptor Biodiversity Flora and Fauna
E7	Life cycle issues use of raw materials, Plastic, Rubber, Paints, solvents, wood, paper, chemicals. Life cycle issues participation in carbon trading schemes or environmental programs Life cycle issues use of renewable energy, solar, wind, wave, thermal. Life cycle issues recycling of waste or use of recycled materials. Life cycle issues calculations of sustainability based on entire life cycle of products- raw materials to the grave.
E8	Receptor Air – Emissions measuring, monitoring, sampling Receptor Water – Measuring, monitoring, sampling of water characteristics Receptor Land/Soil & Biodiversity Flora & Fauna – measuring, monitoring, sampling of soil PH, nutrients, carbon, heavy metal contamination etc. Receptor Community – Measuring, monitoring, sampling or noise, dust, light, local legislation at council levels, community liaison Receptor Natural Resources – Measuring, monitoring, sampling of noise, dust, light, local legislation at council levels, community liaison
E9	Receptor Physical Attributes- Covers the interactions of the size, shape and colour of buildings, structures, and equipment with the local environment. Receptor Operational Control- Techniques to manage physical attributes such as planning and design, landscaping and use of colour to reduce intrusive impact on the environment. Receptor Monitoring of Spatial Planning- Building and equipment requirements as well as maintenance systems and landscaping.
Therefore, the NACE code will be 10E9 as an example. These are to be written into the code and placed into the database.	

SPECIFIC INFORMATION SAFETY CERTIFICATION

AS/NZS 4801:2001 and ISO 45001:2018

Audit Duration

The audit duration for all types of audits includes on-site time at an organization's premises and the time spent off-site carrying out planning, document review, interacting with organization personnel and report writing.

It is expected that the audit duration involved in such planning and report writing combined should not typically reduce the total on-site audit duration to less than 80% of the total audit duration. This applies to initial, surveillance and recertification audits. Where additional time is required for planning and/or report writing, this will not be justification for reducing on-site audit duration for any audit.

Table OH&S MS 1 - Linkage between business sectors and complexity categories of OH&S risks

Complexity Category of OHS Risk	Business Sector
High	<ul style="list-style-type: none"> • fishing (offshore, coastal dredging and diving) • mining and quarrying • manufacture of coke and refined petroleum products • oil and gas extraction • tanning of textiles and clothing • pulping part of paper manufacturing including paper recycling processing. • oil refining • chemicals (including pesticides, fabrication of batteries and accumulators), and pharmaceuticals. • manufacturing of fibreglass • gas production, storage, and distribution • electricity generation and distribution • nuclear • storage of large quantities of hazardous material • non-metallic processing and products covering ceramics, concrete, cement, lime, plaster, etc. • primary productions of metals • hot and cold forming and metal fabrication • manufacturing and assembly of metal structures • shipyards (depending on the activities could be medium) • aerospace industry • automotive industry • manufacturing of weapons and explosives • recycling of hazardous waste • hazardous and non-hazardous waste processing e.g., incineration etc. • effluent and sewerage processing • industrial and civil construction and demolition (including building completion with electrical, hydraulic and air conditioning installation activities) • slaughterhouses • transport and distribution of dangerous goods (by land, air, and water) • defence activities/crisis management • healthcare/hospitals/veterinary/social works
Medium	<ul style="list-style-type: none"> • aquaculture (breeding, rearing, and harvesting of plants and animals in all types of water environments) • fishing (offshore fishing is high) • farming/forestry (depending on the activities could be high) • food, beverage, and tobacco – processing • textiles and clothing except for tanning • manufacturing of wood and wooden products including manufacturing of boards, treatment/impregnation of wood • paper production and paper products excluding pulping. • non-metallic processing and products covering glass, ceramics, clay, etc.

	<ul style="list-style-type: none"> • general mechanical engineering assembly • manufacturing of metallic products • surface and other chemically based treatment for metal fabricated products excluding primary production and for general mechanical engineering (depending on the treatment and the size of the component could be high) • production of bare printed circuit boards for electronics industry • rubber and plastic injection moulding, forming and assembly. • electrical and electronic equipment assembly • manufacturing of transport equipment and their repairs - road, rail, and air (depending on the size of the equipment, could be high) • recycling, composting, landfill (of non-hazardous waste) • water abstraction, purification and distribution including river management (note commercial effluent treatment is graded as high) • fossil fuel wholesale and retail (depending on the amount of fuel, could be high) • transport of passengers (by air, land, and sea) • transport and distribution of non-dangerous goods (by land, air, and water) • industrial cleaning, hygiene cleaning, dry cleaning normally part of general business services • research & development in natural and technical sciences (depending on the business sector could be high). Technical testing and laboratories • hotels, leisure services and personal services excludes restaurants. • education services (depending on the object of teaching activities could be high or low)
<p style="text-align: center;">Low</p>	<ul style="list-style-type: none"> • corporate activities and management, HQ, and management of holding companies. • wholesale and retail (depending on the product, could be medium or high, e.g., fuel) • general business services except industrial cleaning, hygiene cleaning, dry cleaning, and education services). • transport and distribution - management services with no actual fleet to manage. • engineering services (could be medium depending on type of services) • telecommunications and post office services • restaurants and camping's • commercial estate agency, estate management • research & development on social sciences and humanities • public administration, local authorities • financial institutions, advertising agency

FACTORS FOR ADJUSTMENTS OF AUDIT TIME OF OH&SMS

The additional factors that shall be considered include but are not limited to:

I) Increase in audit time of OH&SMS:

- complicated logistics involving more than one building or location where work is carried out. e.g., a separate Design Centre shall be audited,
- staff speaking in more than one language (requiring interpreter(s) or preventing individual auditors from working independently),
- exceptionally large site for the number of personnel (e.g., a forest)
- high degree of regulation (e.g., aerospace, nuclear power, refinery and chemical industry, fishing vessels, mining, food, drugs, etc.),
- system covers overly complex processes or relatively high number of unique activities,
- activities that require visiting temporary sites to confirm the activities of the permanent site(s) whose management system is subject to certification,
- views of interested parties,
- rate of accidents and occupational diseases higher than average for the business sector,
- if the members of the public are present on the organization's site (e.g., hospitals, schools, airports, ports, train stations, public transport),
- the organization is facing legal proceedings related to OH&S (depending on the severity and impact of risk involved),
- the temporary large presence of many (sub)contractors' companies and their employees causing an increase in complexity or OH&S risks (e.g., periodical shutdowns or turnaround of refineries, chemical plants, steel manufacturing plants and other large industrial complexes),
- Where dangerous substances are present in quantities exposing the plant to the risk of major industrial accidents, in accordance with the applicable national regulations, and/or risk assessment documentation,
- organization with sites included in the scope in other countries than the mother site country (if legislation and language are not well known).

Decrease in audit time of OH&SMS:

- maturity of the management system,
- prior knowledge of the client organisation's management system (e.g., already certified in another voluntary OH&SMS scheme by the same CAB),
- client preparedness for OH&S certification (e.g., already subject to periodical audits by the National Authority for a mandatory governmental OH&SMS scheme),
- exceedingly small site for number of personnel (e.g., office complex only).

Please identify and include a list of the key hazards and OH&S risks associated with your processes, the main hazardous materials used in any of your processes, and any relevant legal obligations coming from the applicable OH&S legislation to your industry and work methodologies.

Work Process / Activity	Associated Hazard with Process / Activity	Applicable Legislation / Compliance Obligation

Table 2 shall be used to determine the organization's OHS complexity (low, medium, or high), but can also be used to determine the OHS complexity of a site or temporary site.

Potential hazards and other factors	Safety Code	Range Indicators for determining scores	Score
Dangerous Chemicals/Goods	JA04	<p>Score = 0, 5, 10 or 20</p> <p>5 or 10 There are some dangerous Chemicals/Goods (but not licensable quantities)</p> <p>20 There are licensable quantities of dangerous Chemicals/Goods</p>	
Other Dangerous Goods - Gas, Biogas, LPG	JA05	<p>Score = 0, 5, 10 or 20</p> <p>5 or 10 There is some use of Gas, Biogas or LPG (but not licensable quantities).</p> <p>20 There are licensable quantities of Gas, Biogas or LPG</p>	
The sites or temporary sites worked on are a major Hazard Facility	JA06	<p>Score = 0,10 or 20</p> <p>10 There is some use of Gas, Biogas or LPG (but not licensable quantities)</p> <p>20 There are licensable quantities of Gas, Biogas or LPG</p>	
The work activities include Asbestos Removal and/or Processing	JA09	<p>Score = 0 or 20 for Removal</p> <p>20 The site has asbestos containing materials being disturbed</p> <p>Score 0, 45 or 81 for Processing</p> <p>45 Asbestos removal activities are required on site</p> <p>81 There is processing of asbestos materials on site requiring disposable clothing and other PPE to be worn and anti-room access restrictions</p>	
The Company Operates at temporary sites	JA10	<p>Score = 0,20 or 40</p> <p>20 Few temporary sites</p> <p>40 The Company operates at temporary sites</p>	
The OHS management system is implemented in different ways across sites (multiple safety activities occurring at the one and/or more sites)	JA11	<p>Score = 0, 20 or 40</p> <p>20 Few temporary sites</p> <p>40 The Company operates at temporary sites</p>	
Powered Plant and/or Other Plant (including building plant rooms, scaffolding, mechanical hazards)	JA13	<p>Score = 0, 5 or 20</p> <p>5 Powered and/or other plants are sometimes used</p> <p>20 High risk plant is used regularly or daily</p>	
Site uses High Risk Plant	JA14	<p>Score = 0, 5 or 20</p> <p>5 High risk plants are used occasionally</p> <p>20 High risk plant is used regularly or daily</p>	
Manual handling (includes Occupational Overuse Syndrome)	JA17	<p>Score = 0, 5 or 15</p> <p>5 There is manual handling, but it is limited to a small number of tasks</p> <p>15 There are many manual handling tasks</p>	
Atmospheric contaminants (lead risk work, CFC's) other than hazardous substances (excludes confined spaces)	JA18	<p>Score = 0, 5, 10 or 45</p> <p>5 or 10 There has been or could be the need to test atmospheric contaminants to confirm they are below hazardous levels</p> <p>45 There are known airborne contaminants in the atmosphere requiring breathing apparatus to be worn on a regular basis (may be in limited parts of the worksite).</p>	
Biological Hazards, Infectious Materials and or Zoonosis	JA19	<p>Score = 0, 10, 25 or 45</p>	

		<p>10 or 25 Biological hazards on worksites.</p> <p>45 Need for immunisation of workers to operate on site e.g., Q Fever in abattoirs</p>	
Handling, mixing, spraying, disposal, or other use of hazardous substances	JA20	<p>Score = 0, 10, 25 or 45</p> <p>10 or 25 There is handling, storage, transport or use of hazardous substances.</p> <p>45 There is handling, storage, transport or use of hazardous substances daily by several persons</p>	
Use of ionising or non-ionising radiation	JA23	<p>Score = 0, 15 or 40</p> <p>15 There are low radiation sources.</p> <p>40 There are high radiation sources</p>	
Excessive Noise and vibration	JA24	<p>Score = 0, 5 or 25</p> <p>5 There are nuisance noise levels that do not exceed the maximum legislated noise level.</p> <p>25 There are noise levels that exceed the maximum legislated noise level.</p>	
Confined Space (as per AS/NZS 2865)	JA25	<p>Score = 0, 10, 20 or 40</p> <p>10 or 20 There is a confined space requiring entry.</p> <p>40 There are a variety of confined spaces requiring entry and/or several teams operating in confined spaces</p>	
Working from heights, falls	JA26	<p>Score = 0, 5, 15 or 35</p> <p>5 or 15 There are working from heights and/or fall hazards.</p> <p>35 There are a range of activities that expose people to working at heights and/or fall hazards.</p>	
Threats of bullying, violence, or occupational assault	JA27	<p>Score = 0, 2, 10 or 12</p> <p>2 Exposure to internal bullying or violence</p> <p>10 Exposure to external bullying or violence</p> <p>12 Both conditions apply</p>	
Potential for animal or insect attack	JA28	<p>Score = 0, 5 or 15</p> <p>5 or 15 There is exposure to animal or insect attack</p>	
Thermal and/or pressurised environment	JA29	<p>Score = 0, 5 or 15</p> <p>5 There is exposure to extreme thermal discomfort.</p> <p>15 There is work in a pressurised environment</p>	
Vehicle/pedestrian interaction (including fork-lifts)	JA30	<p>Score = 0, 10 or 20</p> <p>10 There is vehicle traffic that has the potential to interact with employees or other persons, but this interaction is extremely limited due to the low numbers of vehicles involved and limited potential pedestrian impact.</p> <p>20 There are several forklifts or other vehicle movements around employee work areas, and/or pedestrians can enter vehicle work zones</p>	
Below groundwork environment	JA31	<p>Score = 0, 10 or 30</p> <p>10 There is occasional below groundwork</p> <p>30 There is regular or daily below groundwork</p>	
Storage and/or use of explosives	JA32	<p>Score = 0, 15 or 20</p> <p>15 There are explosives on site.</p> <p>20 There are explosives being used</p>	
Electrical Hazards – General Electrical Use, Power Plants, Solar Panel Installations,	JA33	<p>Score = 0, 15, 25 or 40</p>	

Distribution Networks etc.			<p>15 Use of electrical equipment. 25 Need for personnel to work on electrical equipment. 40 Regular or daily need for personnel to work on electrical equipment</p>	
Slips & Trips	JA36	<p>Score 0, 5, 15 or 35</p> <p>5 or There are slip or trip hazards. 15 There are a range of activities that expose people to 35 slip, or trip hazards.</p>		
Total score for determining OHS Complexity		LOW OHS Complexity	Score = 0 - 80	
		MEDIUM OHS Complexity	Score = 81 - 115	
		HIGH OHS Complexity	Score = > 116	

Commonwealth, State and Local Government legislation applicable (Please Specify)

Site and staff exposure to the Public in general operations e.g., Temporary excavation site in residential area (Please Specify)

Specific Information Food HACCP Certification ISO 22000

Food Safety Codes			
Food area	RABQSA	Safe Food Qld	Risk level
Food Retail Operations- low Risk	1A	1a No cooking on premises	Low
Food Retail Operations- Medium Risk	1B	1b Cooking on premises	Medium
Food Service Operations-Medium Risk	1C	N/A	Medium
Food Service Operations-High Risk	1D	N/A	High
Food Transport and Warehousing Operations	2	5a Transporter	Low
Cold Store	N/A	4a Cold Store	Low
Delicatessen	N/A	6b	Medium
Wholesaler	N/A	2a	Low
Red Meat Processing (Slaughtering and Boning)	3A	3a	Medium
Red Meat Processing	3B	3c, 3d, 3e, 3i	Medium
Poultry Processing (Slaughtering and Boning)	3C	3b	Medium
Poultry Processing	3D	3b	Medium
Manufactured Meats Processing	4	3i	High
Seafood Products processing	5	N/A	High
Dairy Products Processing	6	3j	Medium
Fats, Oils, and margarine Manufacture	7	3g	Medium
Cereal and nut products processing	8	N/A	Medium
Bakery operations (wholesale production)	9	N/A	Medium
Fruit and Veg processing (whole and fresh processing only)	10A	N/A	Low
Fruit and Veg processing (cutting and dicing etc.)	10B	N/A	High
Fruit and Veg processing (canning)	10C	N/A	High
Confectionery Manufacture	11	N/A	Low
Drink and Beverage Manufacture (non-Dairy)	12	N/A	High
Prepared Meals manufacture	13	N/A	High
Food Ingredient Manufacture	14	N/A	Low
Preserved Food and sauces processing	15A	N/A	High
Preserved Food and sauces processing (pasteurising)	15B	N/A	High
Preserved Food and sauces processing (Canning)	15C	N/A	High
Egg Product Manufacture	16A	N/A	High
Egg in Shell processing	16B	N/A	Low
Live animals	17	N/A	Low
Animal feeds	17	N/A	Low
Intensive horticultural operations	18	N/A	High
Extensive broad acre operations	19	N/A	Low
Seafood Operations (not including Processing)	20	N/A	Low
Aseptic processing	21	N/A	High
Honey Processing	15A	N/A	High
Manufacture of Food Sector Packaging Materials	N/A	N/A	High
Provision for Crop Spray Services	N/A	N/A	Low
Provision for Field Harvest Services	N/A	N/A	Low
Provision of Sanitation and Hygiene Services	N/A	N/A	Low
Dietary Supplements	N/A	N/A	High
Fertilizer Manufacture	N/A	N/A	Low

SIMILAR ROLE DEFINITIONS – BREAKDOWN OF ROLES

(Similar Roles are to be calculated individually against the definitions)

Note: - The list is not exhaustive and but covers most activities of our clients currently

Plant / Equipment Operators	Staff who could be grouped must be able to operate the equipment in that group
	<ul style="list-style-type: none"> • High Risk Plant Licensed Operators e.g., 11+ meter boom.
	<ul style="list-style-type: none"> • Multi-Plant licensed Operators who can operate all or most of the equipment on site
	<ul style="list-style-type: none"> • Forklift operators
	<ul style="list-style-type: none"> • Single Ticket Plant Operators, e.g., grader operator only
Labourers	Considered as similar roles
	<ul style="list-style-type: none"> • If laborers are interchangeable with all other laborer's and are under supervision. e.g., fruit pickers/ packers
	Considered Different Roles
Management / Administration	Can be grouped within
	<ul style="list-style-type: none"> • Managers of Departments at senior levels
	<ul style="list-style-type: none"> • Accounts Payable staff and invoicing staff
	<ul style="list-style-type: none"> • General Administration staff where roles are interchangeable e.g., where invoicing and accounts also operates as receptionist and vice versa.
	Considered Different Roles which cannot be grouped
Engineers	Can be grouped by the type of engineering conducted
	<ul style="list-style-type: none"> • Structural
	<ul style="list-style-type: none"> • Civil
	<ul style="list-style-type: none"> • Mechanical
	<ul style="list-style-type: none"> • Electrical
	<ul style="list-style-type: none"> • Chemical
Tradespeople / Apprentices	Considered as Similar Roles
	<ul style="list-style-type: none"> • Same trade within the organisation
	<ul style="list-style-type: none"> • Apprentices are their own group with same trade
Health Professionals	Similar Roles
	<ul style="list-style-type: none"> • General Nurses
	<ul style="list-style-type: none"> • Theatre Nurses
	<ul style="list-style-type: none"> • Emergency / Intensive Care nurses
	<ul style="list-style-type: none"> • Paramedics
	<ul style="list-style-type: none"> • General Practitioners (Doctors)
	<ul style="list-style-type: none"> • Note: - Specialists can only be grouped where they are in the same specialist field,

Drivers (Defined by Licence and by Fatigue Management Plans)	Groupings for Similar Roles
	<ul style="list-style-type: none"> • C = Car (Car, Moped) ex taxi drivers
	<ul style="list-style-type: none"> • LR = Light Rigid (C Class Vehicle, Bus or Truck – including a prime mover or a mobile crane not more than 8t GVM)
	<ul style="list-style-type: none"> • MR = Medium Rigid (A Class LR Vehicle, Bus or Truck including a prime mover or mobile crane over 8t GVM with a maximum of 2 axles) and HR = Heavy Rigid (A Class HR Vehicle, Bus or Truck including a prime mover or mobile crane over 8t GVM with a more than 2 axles, an articulated bus than can bend in the middle)
	<ul style="list-style-type: none"> • HC = Heavy Combination (A Class HR Vehicle, a truck including a prime mover or mobile crane over 8t GVM with a trailer of more than 9t GVM) and MC = Multi Combination (A class HC Vehicle, a B-Double (prime mover towing 2 semi-trailers, with 1 semi-trailer supported at the front and connected to the other semitrailer, a road train – motor vehicle, other than a B-double, towing 2 or more trailers.
	<ul style="list-style-type: none"> • Motorcycle RE (Moped, a learner approved motorcycle with or without a trailer and Motorcycle R (A motorcycle w or 3 wheels with unlimited engine size, with or without a trailer)
	<ul style="list-style-type: none"> • Specially constructed vehicle class UD (A specially constructed vehicle with or without a trailer i.e., agricultural machines such as a tractor or harvester, a crane other than a mobile crane of more than 4.5t GVM, earthmoving equipment, any other vehicle that is not constructed to carry passengers or a load. Note: Mobile cranes over 4.5t GRM may be driven of a class UD License until 31st December 2015.
Scaffolders	Groupings for Similar Roles
	<ul style="list-style-type: none"> • Advanced Scaffolding - SA
	<ul style="list-style-type: none"> • Intermediate Scaffolding – SI
Draftsmen / Architects	Groupings for Similar Roles
	<ul style="list-style-type: none"> • Architects
	<ul style="list-style-type: none"> • Draftsmen
Consultants	Groupings for Similar Roles
	<ul style="list-style-type: none"> • Defined by Industry / Client Scope – similar roles if interchangeable. e.g., general media consultant, web page design consultant is considered similar roles
	Considered Different Roles
<ul style="list-style-type: none"> • Consultants used in specialty areas only such as biochemistry, or astrophysics where no other skilled persons in that area in the organisation. 	
Surveyors	Similar Roles
	<ul style="list-style-type: none"> • Land Surveyors and Hydrographic Surveyors are considered as similar roles
Real Estate	Similar Roles
	<ul style="list-style-type: none"> • Residential Valuers and residential property managers are grouped
	<ul style="list-style-type: none"> • Commercial Valuers and commercial property managers are grouped

Appendix 2 Conditions of this Contract/Application

1. GENERAL

- 1.1 These Contract Conditions are applicable to the legal relationship between Global Certification Pty Ltd ("the Company") and each person who signs the Contract/Application ("the Client").
- 1.2 These conditions of the Contract/Application govern the use of the Certificate of registration and certification mark / watermark together contain the entire agreement ("the Contract") between the Client and the Company with respect to the subject matter hereof. From time-to-time modifications to either these contract conditions, technical specifications or certification programs may occur. For example, a new version of the standard, technical specification or normative document may come into effect. As these may impact our ability to grant certificates of registration, Certification programs and Appendix 2 may be altered from time to time by publishing the amended conditions, technical specifications, or programs on our web site www.globalcertification.com.au. The changes come into effect not earlier than one month after the publishing date. For the WaterMark Scheme, monitoring changes to applicable specifications and ensuring that the Approved User implements the relevant required changes by the prescribed timeframes is required. No other variation to the Contract or certification programs offered shall be valid unless it is in writing and signed by or on behalf of the Client and the Company.
- 1.3 Where a Certificate is issued to the Client, the Company shall carry out its services in accordance with methods outlined in these contract conditions. Other methods may also be used as covered in the procedure for certification issued and reviewed by the Company from time to time.
- 1.4 A Certificate of Registration is not transferable and shall expire at a time set by the program from time to time. In no instances will they extend beyond three (3) years from the date of issue without a re-certification audit being conducted, in which case the new certificate issued will be valid for a further three-year period.
- 1.5 Certificates issued do not imply that the product or service included on the Schedule to the Certificate are approved by the Council of the Joint Accreditation System - Australia/New Zealand or either of those countries appropriate Government Ministers.
- 1.6 The Client acknowledges that, in entering the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract. Any conditions or stipulations included in the Client's standard form documents which are inconsistent with, or which purport to modify or add to, the Conditions shall have no effect unless expressly accepted in writing by the Company.
- 1.7 The Client warrants that the information contained in this contract/ application for assessment is correct.
- 1.8 The Client confirms that Global Certification Pty Ltd may vary the assessment methods and costs if incomplete information was provided in the initial evaluation stage.
- 1.9 The company shown on the first page of this Contract/Application has agreed to proceed with all assessment activities leading to Certification/Registration by Global Certification Pty Ltd. and undertake to pay all other costs required under these Contract conditions associated connected with registration, assessment, and administration, irrespective of the eventual granting of a Certificate of Registration. In the event of being granted a Certificate of Registration and all fees charged for annual registration and certificate maintenance.
- 1.10 It is understood that this contract entered is a triennial agreement, subject to the terms and conditions of the Contract, and that notice of intention NOT to renew a Certificate of Registration must be given to the Certification Manager of Global Certification Pty Ltd not later than two months before the expiration date of the Certificate.
- 1.11 It is understood that Global Certification Pty Ltd may modify the audit methodology, scope of certification, surveillance schedule and costs depending upon the findings of assessments of our Organization.
- 1.12 Once the Company is satisfied that the Client has meet all the requirements, it will inform the Client and issue a certificate of Registration. The certificate remains the property of the Company and may only be copied or reproduced as a whole document in its entirety for the benefit of a third party and the word "Copy" is marked thereon. The certificate shall remain valid unless surveillance reveals that the system no longer meets the standard or normative reference document.
- 1.13 A register of Certified Clients shall be kept by the Company and shall be open to inspection by the public at its place of business. The register shall also be made available on request.
- 1.14 Where the Company is not satisfied that all the registration requirements have been met, it shall inform the Client of the issues preventing certification. When the Client shows the necessary remedial action has taken place within the time limit specified, the Company will arrange at additional cost to the Client, the necessary assessment over the areas to satisfy the requirements. Where the remedial action is not taken by the Client within the timeframe specified, the Company may undertake another full assessment at the additional cost of the Client **or cancel or suspend certification.**
- 1.15 Appeal: If the Client, Applicant or Approved User is dissatisfied with the reasons provided for non-granting of a certificate of registration or with a decision to refuse to certify Products or to refuse to allow the use of the WaterMark, the Client, Applicant or Approved User may request a reconsideration of the decision in accordance with the review procedures. Furthermore, it may request a subsequent Appeal to the Advisory Board of the Company at the cost of the Client. Both during and following the processing of an appeal all persons associated with Global Certification Pty Ltd shall ensure that no discriminatory action is taken against the Appellant. Finally, the client may appeal the decision to the ABCB only in relation to the Product Certification Scheme. An approved client shall not at any time during or after the term of an Approved User Agreement: oppose or contest the validity of any application for registration or registration of the Watermark's by the Scheme Owner or any of its Related Bodies Corporate.
- 1.16 A reference to an appeal in the preceding clause shall be deemed to be submission to arbitration within the meaning of and in accordance with the provisions of the Queensland Commercial Arbitration Act 1990 as amended or replaced from time to time. The Appointed Advisory Board member's decision shall be final. The Client and Company agree to indemnify and keep indemnified the Advisory Board Member for any costs, expenses or liabilities incurred by them in acting as Arbitrators in accordance with this clause. Upon every and any reference to arbitration pursuant to this clause, the Arbitrators shall direct by whom, in what proportion and in what manner the costs of and incidental to the reference to the Arbitrators shall be paid.
- 1.17 JAS-ANZ has a requirement that Client registered under Accredited Systems allow JAS-ANZ to witness audit our auditors during any audit of the Client. It is agreed to such witness audit taking place. Failure to permit this may result in Cancellation of Certification. The Company also agrees to make provisions, where applicable, to accommodate the presence of observers (e.g., accreditation auditors or trainee auditors).
- 1.18 The Company will recognize any Certificate of Registration issued by a Certification Body accredited by an Accreditation Agency who is part of the International Accreditation Forum Inc. (IAF). These certificates may be transferred to the Company provided the requirements of the IAF for transfer of the certificate are met.
- 1.19 The client may not inadvertently claim in any communications a broader claim for certification than is covered by the certificate, i.e., sites and/or services not certified. During each audit and mid surveillance assessments specific checks will be made by GC's assessors to ensure compliance that the client is not engaged in misleading conduct. If it is found, the Company requested to rectify the issue immediately. Where subsequent misuse is found at future assessments, the certificate may be suspended or withdrawn depending upon the severity of the issue.

2. SERVICES

- 2.1 These Conditions cover as applicable Quality, environmental, occupational health and safety, risk management, product certification including watermark and other management system certification in accordance with various normative documents such as International and national standards, Codes of practice, technical and government regulations and codes Upon receipt of this document the Company shall assess its ability to conduct the required activity and advise the client within 10 working days, if they are unable to complete the task due to a lack of suitably qualified resources. All applications are assessed on a first come first served basis.
- 2.2 For the services described under Clause 2.1, the Company shall first assess the relevant management systems. To do so it shall inform the Client of the expected date of commencement of the assessment visits together with an indication of a provisional timetable for completion of the assessment program. However, time for commencement and duration of the assessment visits are not of the essence and the Company shall not be bound to complete the assessment program within the provisional timetable but will use all reasonable endeavours to keep the Client informed from time to time about progress on the assessment program.
- 2.3 The Company shall ensure that the assessing process moves from Contract/application to completion in a timely manner and not impede its passage through the system treating all parties in an impartial manner. Upon assessing the various systems in accordance with the preceding provisions, the Company shall:
- 2.3.1 grant registration of the Applicant following a Review of the auditors' recommendations: or
- 2.3.2 refuse registration.
- 2.3.3 If the registration is granted, the Company shall issue to the Client a Certificate of Registration at which time the Client will become a Certified Client. The effective date will be the date the Certificate is originally issued which follows the certification decision by the Company.
- 2.4 The certified Client shall use the Certificate only in respect to the scope of the certificate of registration granted and shall not be used in such a manner as to bring either the Certification Body or system into disrepute and lose public confidence in the system. A supplier with multiple sites and/or differing certification scopes shall establish and maintain procedures for notifying purchasers of any goods or services produced or provided outside of the registered certification scope. On completion of an assessment program, the Company will prepare and submit to the Client a Report indicating whether a recommendation to issue a Certificate is to be made. Such recommendation is not binding on the Certification Panel and the decision to issue a Certificate is at the sole discretion of the Certification Panel. The report shall be and remain the property of the Company, but the Client shall be entitled to make copies for its internal purposes only. Where copies are required for Government Applications the Client shall request the Company to supply additional Copies of the report. The certified client or approved user shall not at any time during or after the term of a Contract Application or Approved User Agreement:
- Register or attempt to register or use as a trademark any of the GC, JAS-ANZ or WaterMarks or any device or word substantially identical with or deceptively or confusingly like any of the WaterMarks.
- 2.5 Nothing contained in the Reports of the Company or Certificates shall be deemed to imply or mean that the Company or Certification Body conducts any quality assurance and quality control program for the Client to whom the Report or Certificate is issued.
- 2.6 Certification, refusal, expanding or reducing the scope of certification, recertification, suspension, restoring, withdrawal, or cancellation of a Certificate shall be in accordance with the applicable Clauses below or certification program procedures. WaterMark Licences are valid for 12 months unless withdrawn, suspended, or cancelled. Once a WaterMark Licence is issued, the expiry date of WaterMark Licences cannot be extended. Any new products added to the WaterMark Licence shall have a period of validity for the remainder of the existing WaterMark Licence term.
- 2.7 **SURVEILLANCE AUDITS**
Periodic surveillances shall be carried out and shall cover aspects of the management system, documentation, manufacturing and distributing processes and products, depending on the type of certification services provided, at the discretion of the nominated auditor. Usually these will be 6 monthly intervals for large organizations or high-risk processes or at some other frequency as agreed with the company provided that the visits shall be conducted at no less than once calendar year, which will usually be applied to smaller companies and low risk processes. In particular, the first surveillance audit must take place within the first 12 months after the conclusion of the Stage 2 audit completion date. The Client shall give access to all sites or products for surveillance purposes whenever deemed necessary and the Certification Body shall reserve the right to make unannounced visits as required. The Client shall maintain a register recording all customer complaints and safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and make this available to the Certification Body on request. The Client shall be informed of the results of each surveillance visit. The Company shall also conduct off site reviews in between surveillance visits by any one of the following: requesting information from the Client or checking of their web sites or visits to the Clients customers.
- 2.8 **SUSPENSION OF CERTIFICATES**
A Certificate may be suspended by the Certification Body for a limited period in cases such as the following: -
- 2.8.1 If a Corrective Action Request has not been satisfactorily complied with within the designated time limit.
- 2.8.2 If a case of misuse as described in Clause 11 – Use of any Certification Mark is not corrected by suitable retractions or other appropriate remedial measures by the Client / Client may be subject to publishing a retraction of the certification if misuse is identified.
- 2.8.3 If there has been any contravention of the conditions of this Contract and /or
- 2.8.4 If products are being placed on the market in an unsafe or non-conforming condition or not to the specifications as approved by Global Certification Pty Ltd. Changes to technical specifications must be implemented in line with the requirements of the scheme owner, for the applicable scheme the product falls under.
- 2.8.5 In some instances, relating to Quality and Product certification, due to the nature of these it may be possible to temporarily reduce the scope. In the instance of Quality, the only acceptable exclusions would be 8.3 – Design and Development. In the case of product certification - specific products such as particular Wastewater Treatment plants. In all cases all other activities relating to the system must continue to be compliant for scope reduction.
Sites and Services which are not core to the Company's other activities may be excluded from the clients Scope of Certification if GC requirements are not met. Note: Activities which are central to the operation of the company may not be excluded.
- 2.8.6 If the client voluntarily requests a suspension, the Director or Certification Panel Member will review the implications of the expected duration of suspension and advise the client accordingly.
- 2.8.7 Where a serious breach or serious incident has/or is likely to occur in QMS, OH&S, EMS, Product or Food Safety, and has been identified during an audit, the auditor is to cease the audit immediately and contact the most senior representative of the organisation on site to make the site safe and provide the opportunity to the company to notify the relevant legal / safety authority of the breach if required. If the company does not take this opportunity and the breach is reportable, the auditor is to notify Global Certification's Director or CEO of the issue and after discussion appropriate actions shall be taken by either the Director or CEO to advise the company and competent relevant authority.

The Client shall not identify itself as certified through any media or material and shall not use the certification mark of GC, JAS-ANZ or Watermark in any circumstances including on any products that have been offered under a suspended Certificate. A suspended Certificate is to be returned to the Global Certification Pty Ltd and all advertising material indicating Certification shall be withdrawn by the Company while under suspension. The Company will confirm in writing to the Client the suspension of a Certificate. At the same time, the Company shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfilment of these conditions the suspension shall be lifted, and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn. All costs incurred by the Company in suspending and reinstating a Certificate will be charged to the Client.

2.9 **WITHDRAWAL OF CERTIFICATE:** -

A Certificate may be withdrawn if: -

2.9.1 The Client takes inadequate measures in case of suspension.

2.9.2 Where a serious breach or serious incident has/or is likely to occur in QMS, OH&S, EMS, Product or Food Safety, and has been identified during an audit, the auditor is to cease the audit immediately and contact the most senior representative of the organisation on site to make the site safe and provide the opportunity to the company to notify the relevant legal / safety authority of the breach if required. If the company does not take this opportunity and the breach is reportable, the auditor is to notify Global Certification's Director or CEO of the issue and after discussion appropriate actions shall be taken by either the Director or CEO to advise the company and competent relevant authority.

2.9.3 In the case of product certification, the products do not conform to the standards, norms or regulations or are no longer offered; or

2.9.4 The Company terminates its contract with the Client.

In any of these cases, the Company has the right to withdraw the Certificate by informing the Client in writing. The Client may give notice of appeal (see Clause 1.15, 1.16). In cases of withdrawal no reimbursement of assessment fees shall be given, and withdrawal of the Certificate may be published by the Company and notified to the appropriate accreditation body, if any. A Withdrawn Certificate is to be returned to the Global Certification Pty Ltd and all advertising material indicating Certification shall be withdrawn by the Company at the time of withdrawal, cancellation, or surrender.

The Client shall not identify itself as certified through any media or material and shall not use the certification mark of GC, JAS-ANZ or Watermark in any circumstances including on any products that have been offered under a withdrawn Certificate.

2.10 **CANCELLATION OF CERTIFICATE:** -

A Certificate will be cancelled if: -

2.10.1 The Client advises the Company in writing that it does not wish to renew the Certificate.

2.10.2 The Client no longer offers the products, processes, or services.

2.10.3 The Client goes out of business; and / or

2.10.4 The Client does not timely commence the Certificate renewal process.

2.10.5 Failure to pay Company invoices in a timely manner.

2.10.6 Failure to close out corrective actions by the required time.

2.10.7 Non-compliance of any of the agreements signed in the contract between The Company and the Certified Client that objectively shows mismanagement on management System related procedures at the Certified Client Level may lead to cancellation of the contract.

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

2.10.9 If a case of misuse as described in Clause 11 – Use of Certification Mark is not corrected by suitable retractions or other appropriate remedial measures by the Client.

The Client shall not identify itself as certified through any media or material and shall not use the certification mark of GC, JAS-ANZ or Watermark in any circumstances including on any products that have been offered under a cancelled Certificate.

2.11 **USE OF SUB-CONTRACTORS**

The Company may from time to time use Sub-Contractors to conduct Certification Services and may have in their audit teams various observers, Accreditation Body personnel conducting witness audits and trainees. By signing the Contract/ application approval is given for the Company to use any Sub-Contractor or supplier they deem fit for the task provided there is no conflict of interest with the Client.

2.12 **PRODUCT SAMPLING AND TESTING**

2.12.1 Where the Company uses a subcontracted approved laboratory to test samples taken in association with product certification activities, it is a requirement they have NATA registered (ISO 17025) or equivalent and the Company approved laboratories undertake testing of the products as required under the various programs being certified at the expense of the client. The Company has approved all NATA registered laboratories for use. Samples for these tests shall be taken under controlled conditions as required by the Company. This will normally require the samples to be taken by an independent person agreed by the Company as being competent and independent. Samples shall be sent to the Approved laboratory by means which ensures that the samples are clearly identified and by the most direct means and under the required transport conditions to ensure the accuracy of results are not compromised.

2.12.2 Sampling and Sampling/testing Failures - Samples taken for certification and product validation purposes, when tested, shall meet the requirements of the various standards. The frequency of sampling shall be agreed between the Company and the Client. It shall be as a minimum the specified frequency in the various certified standards or criteria. Where tested samples fail to meet the standards, the results of the test result shall be immediately notified to the Company by the Certified Client together with the corrective action taken to isolate any product relating to the sample and the actions taken to rectify the root cause of the failure. Sanctions will be imposed in line with the certified standard requirement.

2.13 **UN-ANNOUNCED AUDITS**

The Client agrees to make their premises available to COMPANY auditors to conduct un-announced audits. These will be charged at the normal rate prevailing at the time. For Product Structural Certification, each year GC will select an organisation at a rate of 10% of the total Product Construction Certified Products for an unannounced audit. Performance Testing Certification unannounced audits equate to 25% of the total selected sites under product testing for the year as per the testing requirement outlined in GC001 C13. This will usually include product testing at the time. E.g., 1546.3:2008 grab samples from a household BOD₅, TSS, E coli and faecal coliform would be tested. Concrete tank manufacture testing of the compressive strength side and top loading.

2.14 **COMPLAINTS**

If a complaint is made against any process relating to Certification services delivered by the Company, they may put a Complaint in writing to the Company Chief Executive. The Complaints will be handled as per our published Complaints Policy GC012.

3. **OBLIGATIONS OF THE CLIENT**

- 3.1 The Client shall ensure that all necessary product samples, access, assistance, staff, information, and facilities are made available to the Company when required including the assistance of properly briefed and authorized personnel of the Client. The Client shall in addition provide the Company free of charge suitable space for conducting meetings.
- 3.2 The Client shall make available during working hours access to their facilities to enable the Company's representatives to fully assess the compliance of the scope of the Certificate of Registration. Note that this may include electronic communication access as agreed from time to time.
- 3.3 If additional sites are opened, the site details and employee numbers must be sent through to Global Certification.
- 3.4 The Client shall not materially vary the system or product to which the certificate or WaterMark Licence is granted unless the Client has given notice in writing to GC and gained approval to so do.

The Client shall also notify the Company of any of the following changes:

- the legal, commercial, organizational status or ownership,
- contact address and sites.
- to their system product specifications,
- organization and management (e.g., key managerial, decision-making, or technical staff).
- scope of operations under the certified management system
- Major changes to the management system and processes.
- Significant events, such as: -
 - Injuries that require hospitalisation, occupational diseases.
 - Enforceable undertakings.
 - The occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.
 - Environmental breaches.

Changes to the certified product must be raised with GC prior to any change being supplied to any customer. In some instances, a test site may be set up with approvals from the relevant Government agency requesting installation for testing approval. In all cases this is discussed with the client prior to any action taking place. Where, minor changes are made that do not make a material difference to the product or its performance, the approval will be based on the information supplied and the new components or variation shall be added to the Company Product Plan and the variations recorded in GC 174 Register of Certified Company Product Plans and Jurisdictions where installed. The modifications shall be approved by the original assessor and certification panel member or suitably qualified persons if the original Assessor and panel member are not available. Major modifications shall be completed within a period of 12 months from the date of listing of the applicable specification on the WMSP. This period may be extended in exceptional circumstances at the discretion of GC. The Clients are to provide an up-to-date Product Manufacturing Plans including specifications, manufacturing methods, supplies, and testing parameters which will be used by Global Certifications Assessor at each audit undertaken on the product being certified.

- 3.5 Where the Client requires a modification, extension, expansion or reduction to the scope, a new Contract/application shall be completed. The cost of the scope extension will be based on the nature and complexity of the work required. The cost of extending the certificate to cover additional scope shall be met by the Client. All previous certificates issued shall be returned to the Company following such scope extension. Clients should note that where the scope of certification has been changed all advertising material will need to be adjusted accordingly. In addition to the WaterMark, a product shall be provided with a WaterMark Scope of Use. A product displaying a Mark of Conformity but without the required Scope of Use is not an authorised product. The Scope of Use shall be a statement by the Approved User specifying the intended use of the product. The Scope of Use may include any limitations to the application of the product such water pressure, water temperature or any other operating circumstances. The statement shall be included with the product when sold and shall be clearly visible and comprehensible to the intending purchaser and user. The statement may be stamped onto the product, printed on the packaging, or included as part of the installation instructions. Where it is not possible to include this statement as outlined it may be permissible to include advice that the statement is available from a website. In all cases, Approved Users shall submit a Scope of Use proposal to GC showing the form and way the statement shall be applied to the product. The product licensing is not to conclude until the Scope of Use proposal has been documented and accepted.
- 3.6 The Client shall keep a record of complaints and remedial actions relative to the products or services covered by the scope of registration and make it available upon request to the Company. For OH& S certified clients, on receipt of a complaint, to establish and where appropriate report on the cause of nonconformity and any predetermining (or predisposing) factors within the organization's OHS system and report the findings to the relevant authority when applicable. The actions need to be documented by the Client. For Product certification in particular, the Client shall keep a record of all complaints made known to the Client relating to a product's compliance with requirements of the relevant standard and to make these records available to the GC when requested; and
- 3.7 Ensure that they take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification; as part of the process, the certified client shall ensure that the root cause investigation is conducted, and long-term preventive action is included in their response. The auditor shall agree the close out timings with the client at the closeout meeting. Timely close out is expected. Where the close out is greater than two months a partial reassessment may be required to ensure all systems are still compliant.
- 3.8 The client shall notify GC immediately of any issue that affects GC's certification decision. Where a breach of the conditions of the WMCC has been substantiated, GC may require the client to undertake the following actions:
 - For products in stock or in production - removal of the WMCC Number and WaterMark or rework to ensure compliance with the conditions of certification.
 - For products already despatched - removal of the WMCC Number and WaterMark or recall of the product identified on the relevant WMCC and rework to ensure compliance with the conditions of certification.
 - A public disclosure.
- 3.9 To revalidate its Certificate at the end of every cycle, the Client will normally be informed of the requirement for Certificate renewal during the last surveillance visit of each cycle, but sole responsibility for timely Certificate renewal shall be with the Client.
- 3.10 To allow the Company to comply with the applicable health and safety legislation, the Client shall provide the Company with all available information regarding known or potential hazards likely to be encountered by the Company personnel during their visits. The Company shall ensure that whilst on the Client's premises, its personnel comply with all health and safety Contract Conditions of the Client.
- 3.11 The Client may only reproduce or publish extracts of any Report of the Company if the name of the Company does not appear in any way or the Client has obtained the prior written authorization of the Company. The Client shall not publicize details of the way in which the Company performs, conducts, or executes its operations.
- 3.12 The Client shall only use the certification and Accreditation Symbols as outlined in section 11 of these conditions as applicable to the GC symbol, JAS-ANZ symbol and WaterMark symbol.

- 3.13 At the beginning of each audit by Global Certification the client shall advise any negative findings from 3rd/2nd Party audits on their organisation Safety, Environmental, Quality, Food Safety and Product, and any major customer complaints or legal actions against them.
- 3.14 Should any of the above obligations be found to be not complied with by the Audit team, appropriate actions shall be taken by the team in conjunction with the Client to rectify the situation. E.g., Corrective actions may be raised and/or suspension of the certification may take place.
- 3.15 The client is responsible for ensuring that there is no change to design, material, manufacturing process or location, integral products with individual certification, etc. or to provide updated details where there is a change to GC; maintaining compliance with their Scheme Rules applicable to their certification, compliance with the conditions of use of all applicable licences and marks as well as an annual declaration (where a declaration is required).
- 3.16 Compliance with the Approved User Agreement for WaterMark Licence granted for 12 months if applicable. Any new products added to the WaterMark Licence shall have a period of validity for the remainder of the existing WaterMark Licence term.

4. FEES AND PAYMENT

- 4.1 The fees quoted to the Client cover all stages leading to completion of the assessment program or operations and the submission of the Report referred to in Clause 2.4 and of the periodic surveillances to be carried out by the Company for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a quotation the Company reserves the right to increase charges during the registration period. The Company may also increase its charges if the Client's instructions are found subsequently to be not in accordance with the initial details supplied or used for the purpose of obtaining a fee quotation. Clients will be notified of any increase in fees by publishing on our web site www.globalcertification.com.au.
- 4.2 Additional fees shall be charged for operations that are not included in the agreed proposal and for surveillance and verification audits required due to non-conformances being identified. These will include costs resulting from:
 - 4.2.1 Repeats of any part, or all, of the assessment program or operations due to the registration procedures and rules not being met.
 - 4.2.2 Additional work due to suspension, withdrawal and / or reinstatement of a Certificate.
 - 4.2.3 Reassessment due to changes in the management system or products; or
 - 4.2.4 Compliance with any subpoena for documents or testimony relating to work performed by the Company.
- 4.3 Additional fees will be payable at the Company's charging rates in force from time to time in respect of rush orders, cancellation or rescheduling of services or any partial or full repeats of the assessment program or operations which are required as set out in this document.
- 4.4 A copy of the Company's prevailing charging rates is available on request from the Company.
- 4.5 In the event that the Client cancels an audit / activity within 14 days of the activity and the time cannot be alternatively rescheduled, the Company may charge a \$500 cancellation fee to the Client:
- 4.6 Unless otherwise stated all fees quoted are exclusive of traveling and subsistence costs (which will be charged to the Client at cost). All fees and additional charges are exclusive of any applicable GST, or similar tax in the country concerned.
- 4.7 Following submission of the Report to the Client, the Company shall issue an invoice to the Client. Invoices for additional and further work will be issued on completion of the relevant task. Unless advance payment has been agreed upon, all invoices are payable within 30 days of the date of each invoice.
- 4.8 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Codes of Practice, the Company reserves the right to cease or suspend all work and / or cause the withdrawal of any Certificate for a Client who fails duly to pay an invoice in the required timeframe.
- 4.9 All invoices not paid within 30 days shall incur current bank interest charges on their accounts. If still unpaid within 90 days, the account will be placed into the hands of a Debt Collection Agency and the client shall pay all costs of collection and legal fees.

5. ARCHIVAL STORAGE

- 5.1 The Company shall retain in its archive for the period required by an accreditation body or by law in the country of the Certification Body all materials relating to the assessment program and surveillance program relating to that Certificate.
- 5.2 At the end of the archive period, the Company shall transfer, retain, or dispose of the materials at its discretion, unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.

6. TERMINATION

- 6.1 Unless otherwise agreed in writing, the Client shall be entitled to terminate the Contract at any time by giving not less than thirty days' notice in writing to the Company. However, as this contract lasts three years, if the Client terminates the Contract (other than by reason of default by the Company in its obligations), and greater than 60 days are left on the contract, the Company shall be entitled to charge the Client \$500 plus GST for each standard certified.
- 6.2 The Company shall be entitled, at any time prior to the issue of a Certificate, to terminate the Contract by giving not less than Thirty days' notice in writing to the Client. If the Company terminates the Contract (other than by reason of default by the Client in its obligations), the Company shall reimburse to the Client any sums paid by the Client to the Company less any Administration fees and any expenses incurred by the Company under the Contract, but the Company shall not be Liable to make any other reimbursement or pay any other Compensation to the Client.

7. FORCE MAJEURE

If the Company is prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which a Contract has been made, the Client will pay to the Company.

- 7.1 The amount of all abortive expenditures made or incurred.
- 7.2 a proportion of the agreed fees equal to the proportion (if any) of the service carried out.

And the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

8. LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only in cases of proven negligence.
- 8.2 The Company shall have no liability to the Client arising out of or in connection with the Contract and its performance by reason of any representation or the breach of any express or implied condition, warranty or other term of any duty at common law or under any statute for any indirect, special or consequential loss of the Client (including loss of profits), and the total liability of the Company to the Client in respect of any other loss shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to the Company under the Contract (excluding any applicable tax thereon).
- 8.3 The Company shall be discharged from all liability to the Client for all claims for loss, damage, or expense unless suit is brought within one year after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.
- 8.4 The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

- 8.5 The Client acknowledges that the Company does not, either by entering the Contract or by performing the services rendered, assume, abridge, or undertake to discharge any duty of the Client to any other person.
- 8.6 The Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance, or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in Clause 8.2.
- 8.7 All questions, differences or disputes which shall arise between the Client and the Company whether during or after the termination of the agreement and whether in relation to the interpretation of these Contract Conditions or to any act or omission by any party or as to any act which ought to be done or is alleged is ought to be done or in relation to any other matter whatsoever in connection with this contract and which cannot be resolved by the parties to their mutual satisfaction, shall be referred to the Advisory Board as an appeal at the cost to the Client and be handled under the appeals procedure of the Company.

9. NOTICES

Any notice required under these Contract Conditions relating to a contract with Global Certification Pty Ltd shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending by prepaid delivery or post, or by facsimile transmission at or through the address last known to the party. Any notice so served by post shall be deemed to have been served forty-eight (48) hours from the time of posting. In proving such service, it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.

10. PROVISION OF CONFIDENTIAL INFORMATION

The Certification Body maintains confidentiality at all levels of its organisation concerning information obtained during its business. No information will be disclosed to any third party unless in response to legal process. Public Domain Information regarding the Certification Details are not included in this provision. The Company will provide the details of the Client on various web sites as described in the certificate of registration and may provide copies of verified certificates upon request. The Company retain the right to provide the accrediting agency with any confidential information of the Client that they may require to assess the Company in establishment and maintenance of their accreditation of the Companies certification programs, provided the Accreditation Agency has agreed to keep any information provided Confidential. Where disclosure of confidential information is required in response to legal process, the client or individual concerned will be notified in advance of the information being provided.

11. USE OF CERTIFICATION MARK

Refer to documents.

- GC055a Use of Stationary Management Systems
- GC055b Use of Stationary Product
- Watermark Manual and procedures