



## TERMS AND CONDITIONS OF CERTIFICATION

These Terms and Conditions form the agreement between GCAS and each Client or Registered Company.

### 1. INTRODUCTION

GCAS follows the criteria specified in the European Standard ISO 17021:2006 & EA Guidelines 45012 for a Certification Body recognised as competent and reliable in the operation of Quality / Environmental / HACCP Management System certification.

### 2. SCOPE OF THE RULES OF REGISTRATION

The assessment and certification of quality systems operated by an Client to ISO 9001:2008, ISO 14001:2004 and Hazard Analysis Critical control Points (HACCP) System Guidelines for its application, Annexure to CAC/RCP 1-1969, Rev 4-2003 inclusive of its General principles of food hygiene, CAC/RCP 1-1969, Rev.4- 2003, (Henceforth referred as HACCP in the document) and GCAS HACCP Specification GCAS134 issue 01. The Client must agree to supply all necessary information to GCAS.

### 3. DEFINITIONS

For the purpose of these Terms and Conditions:

Client means an individual Corporate Body or Unincorporated Body applying for a Certificate of Registration.

Assessment means a verification of the effectiveness of the Quality Management System/Environmental Management System / HACCP operated by an Client through the examination of materials, finished product, methods of test, records, systems, environmental and other activities established by the Client within its Quality Management System/ Environmental Management System /HACCP.

Body means the body established as the governing body of GCAS Quality Certifications.

Certification decision Maker(s) means the committee established to review the approval or otherwise of each customer registration prior to the issue of registration certificate.

Certificate of Registration: means a document issued by GCAS in recognition that the quality management system / Environmental Management System / HACCP operated by the Client are in line with the Terms and Conditions.

Client means Client or registered company as appropriate.

Product means the goods, processes or services provided by a client.

Quality, Environmental and/or HACCP System means the organisation, structure, responsibilities, procedures, processes and resources appertaining to a company that together ensure the capability of that company to meet quality and/or HACCP requirements established in accordance with the standard.

Scope of Registration means that range of products, services, activities, quality and/or HACCP systems of a Registered Company specified in the Appendix attached to its Certificate of Registration.

Standard means the relevant part of ISO 9001:2008/ ISO14001: 2004/HACCP

### 4. APPLICATION FOR REGISTRATION

On receiving a completed assessment questionnaire the Scheme Manager or Business Development Executive will prepare a quotation detailing assessment cost. On acceptance of this quotation the Client will sign the contract and send it to GCAS. The project will then be allocated to a suitable registered Auditor of Quality or Environmental or HACCP management systems that will select his assessment team, if necessary, and then carry out the assessment in line with GCAS procedures.

If the client likes to cancel the contract unilaterally before completion of audit process, a flat rate of Rs. 5,000/- would be charged by GCAS to cover up its administration & technical services rendered till date.

### 5. ASSESSMENT SCHEME

The Client has to establish, implement and maintain the documented Quality or Environmental or HACCP Management system. Then the next stage of the assessment carried out by GCAS is to review the clients' documentation with respect to the appropriate parts of ISO 9000 / ISO 14001 standards and/or HACCP.

The Stage 1 audit is carried out at the client's premises with the management representative. The client should have completed one cycle of Internal Audit covering all the elements of respective standards and one management review meeting before the Initial Assessment

When the Auditor is satisfied to the compliance of the stage 1 audit report and a date is agreed for the Stage 2 audit. The Stage 2 audit is carried out against the appropriate standard, the client's documented management system, and by interviewing relevant members of staff regarding their working practices.

GCAS client shall:-

- always complies with the relevant provisions of the certification / registration programme.

- make all necessary arrangements for the conduct of the assessment, including for the provisions for examining the documentation and the access to all the areas, records including internal audit reports and personnel for the purpose of assessment, surveillance, reassessment and resolution of complaints.
- Only claims that it is certified with respect to those activities for which it has been granted certification
- Does not use its certification in such a manner as to bring the certification body into disrepute, and does not make any statement regarding its certification body may consider misleading or unauthorized.

## 6. CERTIFICATION

On completion of the Stage 2 audit, the Auditor issues a report to GCAS Office along with a recommendation form. Subject to approval by the Certification Decision Makers(s), the certificate is issued. The client is included on the GCAS register of certificated suppliers, which is available to the public.

Each Certificate of Registration defines the Scope of Registration. The Certificate of Registration is personal to the Company who must not give permission for it to be used by a third party.

Registration is valid for 3 years subject to continued compliance with the standard following a successful surveillance audit. Certificate is the property of GCAS. Certificate of registration shall not be issued unless GCAS has received the payment in full.

Certificate of registration shall not be granted until there is a sufficient evidence to demonstrate that the internal audit and management review meeting have been conducted and the effectiveness will be maintained.

## 7. EXTENSION (OR CONTRACTION) OF THE SCOPE OF REGISTRATION

The client may apply for a change to its scope of registration at surveillance visit by informing GCAS. The audit will then be conducted to the new scope of approval and a new certificate is issued following the recommendation of the Auditor.

## 8. SURVEILLANCE

After the issue of a certificate pre-arranged surveillance visits will be carried out at the clients' premises. If areas of concern are identified more visits may be carried out at the discretion of the Scheme Manager. The client agrees to meet the additional cost relating to such increased surveillance.

Surveillance audits are held as per the agreement between GCAS and the client. GCAS will conduct the first surveillance **audit within 9/12 months** from the last day of stage 2 audit. The surveillance audit will be planned 12 weeks in advance from the due date. If the client wishes to postpone the audit, they have to request GCAS by writing with valid reasons. GCAS will evaluate the request and extend the audit date for a maximum 6 weeks from the planned date. GCAS uses the rest of the weeks for audit planning. If the surveillance visit has not taken place within the due date, the company will be suspended from registration. The suspension can be revoked within 3 months by conducting stage 2 audit. After 3 months the company will be withdrawn from registration and removed from database. If the client wishes to come back, GCAS will conduct initial certification audit. Triennial audits are carried out every 3 years.

## 9. PUBLICITY BY CERTIFICATE HOLDER (CLIENTS)

A Client has the right to publish that the process or service and company have been audited by GCAS and apply a mark of conformity to promotional materials for which the certificate applies.

In every case, the client shall take sufficient care of its publications and advertising so that no confusion arises between certified and non-certified process and / or services.

The client shall not make any claim that could mislead purchasers to believe that a product, process, service, site or the organization is covered by the certification when in fact is not.

## 10. CERTIFICATE MISUSE

GCAS shall take all reasonable precautions to control the use of certificates. Incorrect references to certificates or misleading use of certificates found in advertisements; catalogues etc., shall be dealt with suitable actions, which could include legal or corrective action or publicising, the transgression. Clients are invited to report to the Scheme Manager any misuse of the GCAS marks, which comes to their attention. The source of all the information received will be treated as confidential.

## 11. CERTIFICATE SUSPENSION

The certificate applicable to a specific process, service, site or organization may be suspended for a limited period for example in the following cases

- if a case of improper use of certificate, i.e. misleading prints or advertising, is not solved by a suitable retractions or other appropriate remedial measures by the client

- if there is any other breach of the rules and regulations of GCAS
- if corrective action requests (CAR's) have not been implemented within specified time scales.

The client shall not identify as certified for their scope that has been offered under a suspended certificate.

An official suspension of certificate will be confirmed by the Scheme Manager of GCAS, to the client. At the same time the Scheme Manager shall indicate under which conditions the suspension shall be removed.

On fulfilment of these conditions the suspension shall be removed by notifying the client that the certification has been reinstated.

If the conditions are not fulfilled, the certificate shall be withdrawn. All costs incurred by GCAS, in the suspending and reinstating of certificates will be charged to the client.

## **12. WITHDRAWAL / CANCELLATION OF CERTIFICATE**

A certificate may be withdrawn in the following cases:-

- if the clients fails to comply with the due settlement of its financial obligations
- if in adequate measures are taken by the client in case of suspension
- if any actions are taken by the client which would bring GCAS scheme into disrepute

In the above cases GCAS has a right to withdraw the certificate by informing the client. The Scheme Manage shall notify to the Governing Body

Certificates will be cancelled in the following cases:-

- if the client does not wish to continue to maintain certification to the scheme
- if the process/ service is no longer offered or the client goes out of business
- if the client engages in any action which is deemed by the Board of Directors to undermine the Registration Scheme or devalue any awards made.

## **13. CORRECTIVE ACTION**

When GCAS receives a report of certificate misuse, the report shall be investigated. If a misuse is substantiated, the cost of the investigation shall be paid by the certificate holder.

GCAS will determine the scope of misuse and the type of corrective action to be undertaken.

## **14. COMPLAINTS AGAINST GCAS PERSONNEL**

If a client has a complaint regarding any employee of GCAS then this should be sent in writing to the Scheme Manager of GCAS. If the complaint involves the Chief Executive Officer then the complaint should be addressed to the Chairman of the Governing Body of GCAS.

## **15. ACCESS TO RECORDS OF COMPLAINTS**

GCAS certificated companies are required to record all complaints received from clients. When appropriate, evidence of prompt effective corrective action being carried out by the certificate holder shall be examined at each GCAS surveillance audit. The client also must inform GCAS in the event of an alleged breach of relevant legislative or regulatory requirements.

## **16. APPEALS PROCEDURE**

Notification of failure to comply with the requirements of certification may be given for, but not limited to, the following

- deficiencies in the management system observed during initial audit or surveillance visits, revealing non-conformity with certification requirements
- misrepresentation or misuse of certificate

If any reason notification is given which may result in a certificate not being issued, or being withdrawn, the company/ organization has a right to appeal.

Notification of an organization's intention to appeal must be made in writing, and must be received by the Scheme Manager of GCAS within Thirty days of receipt of notification of certificate not being issued or certificate withdrawal.

All appeals shall be submitted to the Governing Body Chairman. The Scheme Manager of GCAS shall be required to submit evidence to the Governing Body to support his decision to issue a notice of non-conformity.



The decision of the Chairman, based on the appeal panel recommendations is final and binding on both the organization namely the Client and GCAS. Once the final decision is taken on appeals, no further claim can be made by their party

#### **17. CONFIDENTIALITY**

GCAS shall endeavour to ensure that secrecy is maintained by its employees and those of its agents concerning all confidential information with which they become acquainted as a result of their contacts with the client.

#### **18. FEES**

GCAS shall be entitled to charge fees at a level to be determined from time to time having regard to its costs relating to administration. The Client shall pay GCAS for the work as specified in our proposal.

#### **19. LIABILITY**

If in providing information or service neither GCAS nor any of its servants or agents warrants the accuracy of any audit, review or information supplied. Except as stated in this document GCAS nor any of its servants or agents shall not be liable for any loss, expense or damage howsoever sustained by any company, client or person due to any act whatsoever taken by GCAS or its servants or agents save to the extent that any attempted exclusion of liability would be contrary to law.

#### **20. INDEMNITY**

The client will indemnify GCAS against any claims or losses suffered by GCAS as a result of misuse by the client of any approval or registration given to the client by GCAS under their rules of assessment.

#### **21. STRUCTURAL CHANGES TO SYSTEMS AND ORGANIZATIONS**

All clients are required to keep their management system documentation up-to-date and to notify the Scheme Manager of GCAS of any significant change to the organizations system or structure. In particular any changes which may affect the scope of certification or which result in a new appointment to the position of senior management systems representatives must be reported. GCAS auditors must be notified of all change made to the management system since the previous visit. Any significant changes in the supplier quality system GCAS will review the possibility of renewed audit.

#### **22. FORCE MAJEURE**

Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, labour dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.

#### **23. LAW**

This Agreement shall be governed and construed in accordance with the laws of respective GCAS office jurisdiction. Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of respective GCAS office location & jurisdiction.

#### **24. CHANGES TO TERMS AND CONDITIONS**

GCAS reserves the right to change these rules for registration herewith without prior notification as required by the Governing Board of GCAS. No such changes shall affect the right of any Registered Company to use the logo until it has been served with notice in writing of such changes by GCAS. GCAS will notify the Registered Company of the date by which it must comply with the altered Terms and conditions.