



TERMS AND CONDITIONS OF SERVICE

SECTION 1: DEFINITIONS

'We', 'our', 'us' means Davis Langdon International Quality Pty Ltd (DLIQ Certification Services) ABN 84 060 469 936 of Level 20, 350 Queen Street, Melbourne VIC 3000.

'You', 'your' means the Client named in the Application Form or Certification Agreement.

'JAS-ANZ' means the Joint Accreditation System of Australia and New Zealand ABN 49 614 982 550 of 1st Floor Unit 7, 6 Phipps Close, Deakin ACT 2600.

'Non-Conformance' means an absence or system deficiency either in your documentation or the implementation of your Management System. Non-Conformances (NCRs) may be classified as Major or Minor.

SECTION 2: RESPONSIBILITIES

- 2.1 You hereby warrant the completeness and accuracy of all documents and information supplied to us for the purposes of this Agreement. You also undertake to notify us in writing of any conditions, which would or could affect our decision to issue or maintain Certification (this includes major complaints, product recalls or failures). We shall also be given access to all material in relation to the above.
- 2.2 You hereby warrant and covenant with us that you will at all times during the life of the Agreement comply with all reasonable requirements necessary for the issuance of the Certificate including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority; all recommendations, codes or similar matters issued by any authority pursuant to which in compliance of which, or for the purpose of which, Certification is issued or such other reasonable requirements of DLIQ as are necessary to enable Certification to be issued and maintained.
- 2.3 As a party to this Agreement, you shall provide us with all documents, information and facilities as necessary to enable us to provide the services under this Agreement. As a party to this Agreement, we shall provide Document Reviews, Assessments and, if satisfactory, Certification in accordance with our Procedures. Please note that, in pursuit of our policy of constant improvement, we reserve the right to modify our Procedures.
- 2.4 You agree that if we issue a Certificate of Conformity and allow the use of DLIQ or JAS-ANZ Marks, you will use the Marks in accordance with the Conditions of Use of Mark and Certificate of Conformity (Section 16).
- 2.5 We shall not be liable in any respect should we be prevented from discharging such obligations as a result of any matter beyond our control, which could not be reasonably foreseen.
- 2.6 If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by any court such determination and consequential severance (if any) shall not invalidate the rest of the Agreement which shall remain in full force and effect as if such terms and provision had not been made a part thereof.

SECTION 3: TERMS OF PAYMENT

- 3.1 All fees and charges are defined, or referred to, in the Fee Proposal or Fee Schedule and are subject to GST at the current rate being added at the time of invoice, unless otherwise advised.
- 3.2 We reserve the right to adjust our professional fees annually in accordance with CPI. Unforeseen costs that are borne by DLIQ may be reflected in a need to increase fees. You will be given 90 days' prior notice of any proposed increase, and these shall be agreed prior to the commencement of any scheduled work.
- 3.3 Payment becomes due within 14 days of the date of invoice.
- 3.4 Continuity of certification is dependent on you paying fees on time.

SECTION 4: CANCELLATION FEES

- 4.1 Should you postpone or cancel an arranged Assessment with less than 10 working days' notice a fee of 50% of the service fee payable will be charged. This sum may be discounted off future chargeable amounts.
- 4.2 Should you postpone or cancel an arranged Assessment with less than 5 working days' notice a fee of 100% of the service fee payable will be charged. This sum may be discounted off future chargeable amounts.
- 4.3 Should you wish to cancel Certification, notice is required in writing to the current postal address. Refer to Termination of the Agreement (Section 5).

SECTION 5: TERMINATION OF THE AGREEMENT

- 5.1 These Terms and Conditions shall be applicable for the duration of the certification and shall continue unless cancelled by either party in which case certification will cease.
- 5.2 Application, Certification and Post Certification fees are not refundable.
- 5.3 Either party may terminate this Agreement by giving three months' written notice to the other party.
- 5.4 Expiry or suspension of a Certificate of Conformity does not imply termination of this Agreement.
- 5.5 Termination may also be by default:



- a. Immediately upon either party being notified by the other of any material breach of this Agreement.
 - b. If either party goes into liquidation or a receiver or administrator is appointed for all or part of the undertaking thereof. The receiver or administrator should notify us of its intentions not to terminate the Agreement.
 - c. If either party ceases to trade whether in whole or in part.
- 5.6 In the event of this Agreement being terminated the Certificate of Conformity and Mark issued shall become invalid and you shall cease to use the same immediately and return to us all documentation and other matters issued or bearing an indication of such Certification.
- 5.7 The original certificates are to be returned to us at the current postal address.

SECTION 6: LIABILITY

- 6.1 To the extent permitted by law, we will not be responsible in tort, contract or otherwise for any loss or damage, including for any personal injuries or death, or any consequential loss, loss of markets and pure economic loss, suffered by you, whether or not the loss or damage occurs in the course of performance by us of this Agreement or other services or in events which are in the contemplation of us and/or you or in events which are foreseeable by us and/or you.
- 6.2 To the extent that liability has not been effectively excluded by the preceding clause, then we limit our liability to:
- a. the supply of the particular service again; or
 - b. the payment of the cost of supplying the particular service again at our election.
- 6.3 The warranties set out in this Agreement are the sole and express warranties between the parties and the parties make no express, implied, oral, written, or any other warranties in respect of the Agreement.

SECTION 7: INDEMNITY

- 7.1 You shall indemnify and hold harmless DLIQ, its officers, directors, employees and agents from and against any claim, action and demand (including reasonable solicitor fees, costs and expenses on a solicitor/client basis) by any person for personal injury or death or damage to property by whomsoever owned or financial loss suffered by any person arising from:
- a. the services provided by us under this Agreement except to the extent that such claims are caused by our neglect;
 - b. the use or misuse by you of any Certificate, Licence, Mark or conformity provided by us in accordance with this Agreement; or
 - c. any breach of this Agreement.
- 7.2 Notwithstanding any other clause in this Agreement, you will only be liable to us to the maximum extent of the fees paid to us under this Agreement.

SECTION 8: INDEPENDENCE AND CONFIDENTIALITY

- 8.1 Except as may be required by Law, both you and DLIQ will treat as strictly confidential any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.
- a. We will register your Certification details with JAS-ANZ which are publicly displayed on the Register of Certified Organisations (www.jas-anz.com.au/register).
 - b. Your certification file may be reviewed as part of our internal/external audit process by external bodies, such as JAS-ANZ and the Independent Business Committee. We will inform you in writing when your file has been accessed by any such bodies.
- 8.2 The DLIQ Board of Directors is responsible for ensuring that our Certification services are completely independent, non-discriminatory, and impartial, and of the highest integrity and that our practices are managed professionally and efficiently in accordance with documented procedures.
- 8.3 The Certification Manager is responsible for ensuring that all information related to each Certification and associated activities is kept strictly confidential by all personnel. All certification personnel are required to sign a 'Confidentiality and Independence Declaration'.

SECTION 9: LAW

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

SECTION 10: ARBITRATION

- 10.1 Any disputes or differences arising between the parties other than as to the payment of fees should be referred to the Australian Commercial Disputes Centre.



- 10.2 In the event of the parties being unable to resolve the dispute within 90 days of it being referred to the Australian Commercial Disputes Centre or within such longer period as may be agreed between parties, then the matter shall be referred to arbitration for resolution.
- 10.3 An arbitrator shall effect arbitration:
- as agreed upon in writing by the parties within 28 days after a notice is received by us requesting arbitration; or
 - as appointed in accordance with the provisions of the Commercial Arbitration Act.

SECTION 11: CHANGES TO TERMS AND CONDITIONS

- 11.1 We reserve the right to change this document and you will be advised of the changes. Any changes will take effect 90 days from the notification date.

SECTION 12: CIRCUMSTANCES AFFECTING CERTIFICATION

- 12.1 You must notify us in advance to discuss the consequences of any changes to the certified Management System, a move, restructure, or change in ownership, a new product line or change to any process which affects the scope of Certification.
- 12.2 If the change occurs prior to Certification being granted, the consequences with respect to the Certification process will be minimal.
- 12.3 If the change occurs once Certification has been granted, it may be necessary to perform another, or advance or postpone an Assessment and change the scope of Certification. In all cases liaison with us will be necessary to avoid complications and ensure a smooth transfer from one condition to another. We may also be in a position to make useful comments and provide guidance and advice on this matter.

SECTION 13: GRANTING, MAINTAINING, EXTENDING, RENEWING AND REDUCING CERTIFICATION

- 13.1 When the Lead Assessor and Certification Manager are satisfied that your documentation implementation meets the requirements of the nominated Standard, a recommendation will be made to issue a Certificate of Conformity. On approval, a Certificate will be issued and the JAS-ANZ Register will be updated with your details.
- 13.2 The issue of a Certificate of Conformity or DLIQ/JAS-ANZ Marks in no way suggests or implies that any certified activity, process, product or service is approved by us or the JAS-ANZ Accreditation Council or any government or government ministers.
- 13.3 You must establish and maintain procedures for notifying your clients of any goods or services provided or produced outside the certification scope registered with JAS-ANZ and us.
- 13.4 Registration is valid for three years subject to ongoing Surveillance Assessments, which usually occur at nine-month intervals. We will advise you of any change to your surveillance schedule. A Reassessment of your Management System will be undertaken prior to certification expiry. A successful Reassessment will result in renewal of your Certificate for a further three years. However, where the Reassessment cannot be conducted prior to expiration of your Certificate, we will grant an extension until new Certificate/s can be issued.
- 13.5 You have the right to reduce the scope of your Certification. Any requests must be made in writing to the Certification Manager.

SECTION 14: SUSPENSION OR WITHDRAWAL OF CERTIFICATION

- 14.1 We reserve the right to suspend or withdraw the Certificate of Conformity at any time. The Certificate may be suspended should you:
- fail to complete corrective actions within the agreed time;
 - misuse the Certification Marks;
 - fail to comply with the financial requirements of the Agreement entered into with us; or
 - bring us into disrepute in any way.
- 14.2 We will assist you to take appropriate remedial action following suspension of the Certificate of Conformity but should you fail to do so within a reasonable time frame the Certificate of Conformity will be withdrawn.
- 14.3 Where withdrawal of Certification occurs, we will advise JAS-ANZ of the withdrawal.
- 14.4 Certificates of Conformity and associated Appendices or Schedules remain the property of DLIQ.

SECTION 15: COMPLAINTS

- 15.1 You must maintain a register of your customer/client complaints and take remedial action relating to products or services covered by the Certified System and make it available to us upon request.
- 15.2 You may lodge complaints to DLIQ regarding our Procedures, or the conduct of any Assessor, by writing to the Certification Manager at the current postal address.



SECTION 16: APPEALS PROCEDURE

16.1 General

- a. You have the right to appeal against our decisions on the following grounds:
 - i. refusal of an application for Certification;
 - ii. refusal to recommend Certification;
 - iii. withdrawal or suspension of Certification; or
 - iv. non-acceptance of the scope, or part of the scope, of your Certification.
- b. The appeal shall at all stages be treated by all parties as strictly confidential.
- c. The cost of the appeal shall be borne by the Appellant should the appeal fail.

16.2 Preliminary Actions

- a. You shall convey the appeal in writing to the Certification Manager. Such an appeal shall explain all reasons and be supported by all available documented evidence. It shall be signed by your Management Representative.
- b. Upon receipt, the Certification Manager shall acknowledge receipt in writing and forward an appeal form to you. The Certification Manager will also advise you of the conditions of the appeal which will include a fee of \$1000 to cover costs of establishing a hearing panel.
- c. Upon receipt of the Notice of Appeal and payment, the Certification Manager will advise the Board of Directors and establish the hearing panel.
- d. The Certification Manager will seek written explanations from the Lead Assessor or Officer involved. These explanations should provide all reasons and be supported if possible by all available documents. It shall also be signed by the Lead Assessor or Officer involved.
- e. Upon receipt, the Certification Manager shall pass the submissions to an independent Manager who shall review both submissions and decide on whether the appeal is justified or not. His/her decision shall be conveyed in writing to the Certification Manager and:
 - i. should the appeal be successful, i.e. in your favour, the Certification Manager shall confirm in writing that the Appeal has been successful. The letter shall explain reasons why the appeal was successful. A copy of the letter shall be sent to the Lead Assessor or Officer involved. The Certification Manager shall also ensure that internal corrective action is taken. The fee will also be refunded to you;
 - ii. should the appeal be unjustified, i.e. in our favour, you shall be informed in writing and given the opportunity to pursue the matter further via the Appeals Committee. You shall convey your decision in writing to the Certification Manager. The costs of the appeal will be calculated and recorded. Should the costs exceed \$1000, an itemised invoice will be created and forwarded to you.
- f. You shall be afforded the right to withdraw the appeal at any stage of the appeal process. Should you withdraw the appeal, the fee will be forfeited.

16.3 Subsequent Actions

- a. Constitution of the Appeals Committee:
 - i. two or more members of the Independent Business Consultants Panel;
 - ii. the Certification Manager who will act as a non-voting secretary for the panel and as the DLIQ representative for purposes of procedure clarification;
 - iii. one person nominated by you or the Panel with knowledge of the industry directly associated with the appeal.
- b. Committee members shall be required to sign Confidentiality Statements.
- c. The Chairman shall be responsible for the selection of the Appeals Committee members and the constitution of an Appeals Committee.
- d. You shall be informed of the constitution of the Committee, and have the right to reject any chosen member on the basis of conflict of interest only. In such cases an independent replacement shall be agreed between us and you.
- e. Copies of the submissions shall be presented to the Members who shall vote. The Members shall be offered the right to consult specialists in the relevant field. Submissions and voting may be provided and undertaken by correspondence.
- f. The decision of the Appeals Committee shall be unanimous and final. It shall be communicated to you in writing with all supporting evidence attached.



SECTION 17: CONDITIONS OF USE OF MARK AND CERTIFICATE OF CONFORMITY

17.1 General

- a. Variations in the use of the Certificate and Mark may be granted in writing by us upon receipt of a written request from you.
- b. The Certificate and Mark shall remain our property although you are charged for the cost of production of duplicates. Permission to continue using Certificates and Mark may be withdrawn in which case it is agreed that you shall return them when requested.
- c. Certificate, Mark, or reference to DLIQ shall only be used or made during the Certification period.
- d. Certificate and Mark issuance by us in no way exempts you from your obligations by law with respect to the supply of goods or services.
- e. Certification by us does not imply and shall not be used in any instance by you as Certification of a product or service by DLIQ, the Accreditation Council or the appropriate Australian or New Zealand Government Ministers. You shall not be permitted to do so in any advertising, promotional material or other documentation used by you.
- f. Electronic Certificates of Conformity may be issued or re-issued upon successful completion of Assessment(s) and payment of relevant fees. These Certificates are valid for 36 months from the date of Certification.

17.2 Use of the Certificate of Conformity

- a. The Certificate may be reproduced entirely and unchanged in original colours or in black and white, ensuring that all details are clearly legible.
- b. Reference to a Certificate shall always be made with mention of the Standard against which certification was granted.
(Example: Client XYZ has been Certified by DLIQ to [Standard]).
- c. you shall be entitled to display the Certificate at the place of work, web site or in any promotional or advertising material.
- d. Certificates of Conformity cannot be amended and can only be issued by us.

17.3 Use of DLIQ and JAS-ANZ Marks

- a. Having achieved Certification under an Accredited Program, you may use either the:
 - i. DLIQ Mark; or
 - ii. DLIQ and the JAS-ANZ Marks
- b. Should both Marks be used, they shall remain adjacent to one another, identically proportional to the artwork supplied and positioned in a manner that ensures the relationship between the Certification Mark and Accreditation Mark is obvious. Your name or your own Mark shall be visible whenever either of the Marks are used.
- c. The JAS-ANZ Accreditation Mark is not to be used for non-accredited programs.
- d. Certification Mark(s):
 - i. may be used on stationery, literature or other publicity material;
 - ii. shall not be used on a product, or in any way that may be interpreted as denoting product environmental conformity, performance, or quality level;
 - iii. may be placed on product packaging, on labels and affixed to the product providing the label contains the following text in a manner that makes it obvious that the text and Mark(s) are linked; 'manufactured under a management system certified as complying with [Standard].
- e. Marks shall be reproduced in their entirety and shall not be changed in any way without written consent of the Certification Manager.

17.4 The DLIQ and JAS-ANZ Marks shall only be used in accordance with the Logo Specification issued with the Mark.

17.5 We will take appropriate action where misuse is found including suspension of Certification. This may include legal action.

SECTION 18: GENERAL

18.1 Our Assessors shall observe safety, security and other lawful instructions when on your premises. You shall provide appropriate personal protective clothing and safety equipment to our Assessors when necessary.

18.2 Upon request, you are required to provide JAS-ANZ personnel access to witness our audit team performing an audit at your site.

18.3 This Agreement replaces any previous Rules and Conditions signed by you regarding certification services provided by DLIQ.