



# Standard Terms of Business for the provision of Certification

## INTRODUCTION

AsureQuality Limited is a state-owned, limited liability company offering food safety and biosecurity services to the food and agricultural industries. AsureQuality provides audit, inspection, verification and certification against international regulatory and retailer standards. AsureQuality itself operates under recognised certification body standards and guides.

## ASUREQUALITY'S COMMITMENT

AsureQuality is committed to offering independent, impartial recognition through certification of client's management systems.

AsureQuality will undertake assessment activities in a friendly, co-operative, timely manner producing timely, accurate and technically valid reports and statements.

AsureQuality employ experienced assessment staff that hold relevant formal qualifications to oversee assessment activities.

AsureQuality will maintain a register of certified organisations defining their name, location and scope of certification. This register may be published but no details other than those stated will be released without client organisations agreement.

AsureQuality will maintain absolute confidentiality regarding client affairs and business. Any information or records held by AsureQuality regarding applicants' systems will be treated as confidential. Destruction of any such records will be carried out securely.

## THE CERTIFICATION PROCESS

In order to become a certified supplier, organisations need to submit to an evaluation of their documented systems and/or product, dependant on the assessment standard. The standard against which systems are assessed will be agreed and defined. The particular process will be defined during completion of the Scope and Nature of Works Agreement but will generally include some or all of the following components:

- Completion of the Scope and Nature of Works Agreement or signing of formal contract and agreement to these Terms and Conditions of Certification.
- A preliminary visit (optional).
- A documentation review (which may be combined with a provisional visit or on-site assessment).
- An on-site assessment.
- The provision of a formal report, which will include (but may not be confined to) any non-conformance against the nominated standard or the organisations own systems that need to be addressed.
- Certification offer and acceptance.
- A programme of ongoing reviews and revalidations of the certification.

Client organisation will be notified of any intended changes to the certification process as far in advance as possible.

## CERTIFIED SUPPLIER RIGHTS AND DUTIES

AsureQuality's certification is available to all organisations, without discrimination. Certified suppliers have the right to promote themselves, their systems and/or products (as applicable) using the specified AsureQuality mark in conjunction with the accreditation body logo. However, ownership of certificates issued belongs to AsureQuality and organisations are required to comply with the following:

1. Comply with the provisions of the certification procedures, their own systems and the nominated standard against which they are certified.
2. Allow AsureQuality auditors, and external accreditation agencies such as JAS-ANZ, IANZ or IFOAM, suitable access to sites and facilities, documents and records (including complaints), and personnel.
3. Make claims, or use AsureQuality marks or accreditation body logos only in respect of the site system or product scope for which they are certified and for the nominated standard(s) against which they have been assessed (extensions and additions to scopes can be made by arrangement with AsureQuality).

4. Uphold the reputation of AsureQuality and other certified suppliers and not use the certification in any way that, in the view of AsureQuality, brings disrepute upon AsureQuality or other certified suppliers. Do not use the certificate or any reports in a misleading manner.
5. Notify AsureQuality as soon as is practical of any intended changes to systems that may affect compliance with the nominated standard(s) or these requirements.
6. Discontinue immediately the use of any advertising matter, promotional material, logos etc in the event that certification is suspended or withdrawn.
7. Pay any fees due by agreed terms.
8. Agree to be responsible for the health and safety of assessment staff whilst they are on client's premises.
9. Maintain records of customer complaints and subsequent activities.

It should be noted that the issue of a certificate does not imply that JAS-ANZ or IANZ, or the New Zealand or Australian Governments approve the system or product.

Supplier may request a certificate to be issued without the AsureQuality mark or accreditation body logo. However, to be valid the certificate must include as a minimum, a reference to JAS-ANZ accreditation and the number.

The 'Mark' is interpreted as the combination of the AsureQuality logo plus the system identifier, for example 'ISO 9001' or 'Certified Organic'.

Any misuse of certificates or marks, which may include claims made by the client purporting more than actual scope is included, will result in the withdrawal of the certificate or permission to use the mark.

## **FEES**

AsureQuality is a user-pays organisation, recovering fees from client organisations for services provided. Fees charged will be negotiated and agreed with applicant organisations during completion of the Scope and Nature of Works Agreement or formal contract. Typically fees may include hourly charges and the recovery of expenses. There are no application fees or annual registration/certification fees.

## **CONDITIONS FOR GRANTING, MAINTAINING, EXTENDING, SUSPENDING AND WITHDRAWING CERTIFICATES**

Certification will be offered to client organisations that have demonstrated that their systems meet the nominated requirements. Certification will be continued providing these requirements, and the Terms and Conditions of Certification, continue to be met. AsureQuality will verify that this continues to be the case through a programme of review and revalidation visits.

Clients wishing to extend, reduce or otherwise amend the scope of their certification may do so providing they notify AsureQuality and provide AsureQuality with the opportunity to undertake any assessment activity, and pay any resultant fees, that AsureQuality deems necessary.

Clients unable, or unwilling, to maintain their systems may offer to withdraw their certification.

If AsureQuality believes, through assessment activity, that an organisation's system is no longer being maintained, or if the certification or logo is being misused, certification may be suspended until such time as the system is brought back under control and meets the requirements of the nominated standard(s).

## **APPEALS, COMPLAINTS AND DISPUTES**

It is AsureQuality's objective to develop a partnership with clients to the mutual benefit of the two organisations; recognising clients' achievements and assisting them to rectify any deficiencies. However, in the event that a client organisation does not agree with any findings, non-conformance, reports, or has any complaint or dispute, AsureQuality has established procedures for dealing with this.

Should these procedures be needed, client organisations may obtain them from the Technical Manager. The procedures require a client to make the nature of the complaint, appeal or dispute known to AsureQuality in writing. AsureQuality will assign or nominate an independent to investigate the complaint and report back to the complainant. In the event of dispute, AsureQuality's CEO will make a ruling. If these measures fail to satisfy the complainant they may appeal the decision. Appeals are available through AsureQuality's Technical Manager. A mutually acceptable, independent person will hear appeals. The appellant will be given the opportunity to present their case and will be provided with a written decision outlining reasons.

## **FURTHER INFORMATION**

Any further information required may be obtained from:

Technical Manager | AsureQuality Limited | Private Bag 14 946 | Panmure | Auckland  
Freephone 0508 00 11 22 | [www.asurequality.com](http://www.asurequality.com) | [info@asurequality.com](mailto:info@asurequality.com)