

BCI Scheme rules

1. Introduction

These Scheme Rules have been written in accordance with the requirements of the applicable IAF Member Accreditation Bodies and Certification Schemes. **GCL INTERNATIONAL LTD**, hereafter known as "**GCL**" also comply with all conditions. These Scheme Rules form a part of the contract with each client.

2. Scope

GCL provides independent verification and auditing services for companies who have implemented against the following Better Cotton Chain of Custody requirements,

3. Confidentiality

- a) **GCL** agrees not to disclose any information relating to the client's business or affairs except information, which is in their possession before the date of acceptance of the **GCL** contract.
- b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification / approval by an Accreditation Body / scheme owner, the client shall be informed of the information as required by law.
- c) GCL shall publish without consent any information related to the client which is required to be made public if required by the scheme.
- d) A consent will be obtained from the client before any data to be shared with third parties. The data shall be limited to the information under the scope of verification and merely for purpose in related to supply chain performance. The data recipients shall not further disclose the data to other third parties and this shall abide by Non-Disclosure Agreement.
- e) GCL has right to exchange client's information with other Certification Bodies, accreditation bodies, Better Cotton-scheme owners to verify the authenticity of the information.
- f) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

4. General Conditions

GCL basic conditions for performing verification/audit is that all client agrees to and comply with the following rules:

- a) All information deemed necessary by GCL to complete the verification / certification process shall be made available to the client in English language on the GCL website, this shall include the application forms etc
- b) When the client can demonstrate that effective corrective action has been taken within a specified time limit, then GCL will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.
- c) If the client fails to take effective corrective action within the time limit, then GCL may repeat the verification in full at additional cost.
- d) Identification of conformity shall only apply to site(s) verified and within the scope
- e) All fees must be paid as shown on the individual quotation. No verification shall be done until the fees have been paid in full.
- f) Provide to GCL the right of access to all units of the verified facilities, and to all relevant documentation and records
- g) Provided to Better Cotton the right of access to verify the all audit related documents and other better cotton product related documents
- h) Provide to GCL, Better Cotton and Better Cotton strategic partners right to conduct the shadow audits.
- i) The client confirms that in addition to audit notes, GCL audit team can collect photographs and hard and soft copies of documents may also be taken by the auditor during the required on-site audit, either as back-up to the audit process or in case of suspicion of non-compliance.
- j) Better Cotton may suspend or deny the organisation entry into the programme if there is evidence of a failure to adhere to the requirements in normative documents associated with the Better Cotton Chain of Custody Standard
- k) If a client is suspended, then the suspension conditions referenced in the Better Cotton Assessment procedure shall apply.
- l) The client agrees to adhere to the CoC Standard and other normative documents (including but not limited to the Auditing and certification Process, Better Cotton Platform (BCP) Terms and Conditions, BCP User Manual(s), and the Better Cotton Claims Framework).

5. Appeals

i. General

- a) If the client is not in agreement with the Lead Auditor's recommendation after an verification then they are at liberty to lodge an appeal with the of GCL, link mentioned in below (point.b) The clieny shall support his/her reasons by objective evidence.
- b) All appeals will be heard by an Appeal-Committee of the GCL Impartiality Committee. The Appeal-Committee may hear evidence from the clients representative and the Lead Auditor. The decision of the Appeal-Committee is final and binding on both the client and GCL. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party because of an appeal. All appeal, information related to handling of appeals can be found at (<https://www.gcl.uk/about-us/appeals/>)

6. Complaints

a) General Requirements

All Clients are required to maintain a log of all customer complaints raised against them. This log must be available for review during all verification. This log shall also be available to GCL Staff, Accreditation bodies and scheme owners upon request. Also, the clients:

- takes appropriate action with respect to such complaints.
- documents the actions taken.

b) Complaints from Clients regarding Auditor

If a client has a complaint about the conduct of any GCL Auditor then this should be sent in writing to the GCL, link mentioned in below. If the complaint involves the Standard Manager then the complaint is to be addressed to the Chairman of the Impartiality Committee of GCL. If complainant not satisfied with the result then it can be addressed to accreditation body and scheme owners.

In case of any Complaint, information related to handling of complaints can be found at (<https://www.gcl.uk/about-us/complaints/>)

7. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

8. Indemnification

In respect of any claim, loss, damage or expense however arising, GCL's liability to the client shall in no circumstances exceed the amount of GCL's fees paid by the client. Under no circumstance shall GCL be liable for any consequential loss

9. Impartiality

GCL Auditor shall receive Code of Ethics Acknowledgement letter which shall be signed by Lead Auditor and client at the opening and submit to GCL.

GCL or any GCL representative shall **NOT**:

- a) provide management system consultancy which includes preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a product management system.
- b) allocate auditor(s) for a client in where provided internal audit, or other related management system consultancy on the management system, within two years following the end of the consultancy.
- c) Certify a client when a relationship with a management systems consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified Client.
- d) outsource any audits to a management consultancy company involved in management systems as described with the scope of these rules.
- e) have within any marketing materials any linkage to management system consultancy.
- f) For any threats to impartiality that are discovered or reported, then the impartiality committee shall be informed, and responses shall be made and communicated.

10. Intellectual Property

The ownership of all issued audit reports remains the property of GCL.

11. Notification of changes made by the Client

- a) Should there be any significant changes cited in the application and with the client organisation such as change of address, ownership, organization and management such as management representative, scope or product related changes, major changes to the management system and processes and the environmental, ethical and social impact of the certified organization caused by incidents or events then GCL should be informed by client within five working days of occurrence.
- b) GCL shall determine whether the announced changes require further investigations.

12. Amendments to Scheme Rules

- a) GCL reserves the right to amend these Scheme Rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and all clients are informed about the changes within 2 months
- b) Client should record the Scheme Rules as an "external document" within their management system for document control.

13 Privacy Notice

We take the privacy and the protection of personal information seriously. Our Privacy Notice sets our details about we gather, use and share personal information and about individual privacy rights. How we use personal information depends upon the context in which it is made available to us. Our Privacy Notice is available from our website: <http://gcl-intl.com/privacy-policy-cookies/>

14 Arbitration and Disputes

Any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be settled amicably. If no agreement is reached, the matter will then be referred to an arbitrator nominated by both parties.

15 Applicable Law and Jurisdiction

This Agreement and any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales

16. GCL Policies

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

17. GCL Anti-bribery and Corruptions

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)