

## 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 as stated on the quotation.

## 2. Scope

**GCL** provides independent third party audits and certification services for companies who have implemented management systems against the following standards/codes of practice

- **GSTC Criteria**

## 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** quotation/contract.
- b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification by an Accreditation Body, 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 if required to be made public as per the scheme requirements.
- d) A consent shall be obtained from Client before any data to be shared with third parties. The data shall be limited to the information under the scope of certification 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 Clients' information with other Certification Bodies, accreditation bodies and scheme owners to verify the authenticity of the information.
- f) For the purposes of certification status verification, information contained on all issued certificates can be verified using the registration number shown on the certificate from the certification check on the **GCL** web site which is located from the following URL [www.gcl-intl.com](http://www.gcl-intl.com).
- g) 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.
- h) During the audit process, the client shall be informed in writing about any stakeholder interview undertaken but shall not be informed of any information that stakeholders request to remain confidential

## 4. General Conditions

**GCL** basic conditions for gaining and maintaining certification with are that all Clients agree to and comply with the following rules:

- a) All information deemed necessary by **GCL** to complete the certification process shall be made available to the Client company.
- b) If **GCL** is not satisfied that all requirements for registration have been met it shall inform the Client in writing stating which requirements.
- c) 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.
- d) If the Client fails to take effective corrective action within the time limit, then **GCL** may repeat the audit in full at additional cost.
- e) Identification of conformity shall only apply to site(s) inspected and within the scope of certification as shown on the **GCL** certificate.
- f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial or re-audit until fees have been paid in full. Certification may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.
- g) Failure to return all certificates of registration shall result in legal action being taken against the Client for unauthorised use of Certification and accreditation.
- h) The Client must allow **GCL** to conduct annual/re-audit visits at the times stated within the individual quotation.

- i) **GCL** offices which hold accreditation directly with an accreditation body or hold "critical location" status are responsible for, and retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending, and withdrawing of certification.
- j) The Client shall provide to **GCL** and **Accreditation bodies** the right of access to all units of the audited sites, including to units where no Certification is administered, if applicable, and to all relevant documentation and records, including financial records.
- k) The Client confirms that they are not currently engaged, nor will they engage, with another Certification Body to certify them against the same Scope at the same time.
- l) The Client confirms that in addition to audit notes, **GCL** audit team can collect photographs and hard and soft copies of documents, either as back-up to the audit process or in case of suspicion of non-compliance.
- m) The Client confirms to comply with the relevant criteria of the following as applicable to the scope applied.
  - **GSTC Criteria**
- n) the Client makes all necessary arrangements for
  - 1) the conduct of the evaluation (see 7) and Re-evaluation/surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client subcontractors.
  - 2) investigation of complaints.
  - 3) The participation of observers, translator/interpreter, and technical experts if applicable.
- o) **GCL** shall clearly communicate the certification requirements for Hotels / accommodations and Tour Operator, including the scheme requirements and any additional scheme specific requirements (regardless if these are set by the GCL or the standard owner) The Client confirms to comply with the certification requirements, including implementing appropriate changes when they are communicated by the **GCL**.
- p) the Client confirms and agree to receive email communication from scheme owners and communicate directly with scheme owners about the certification and standards
- q) In cases where the hotel or tour operator owns majority equity in a supplier or is under common ownership with that business, and that supplier's products and services are promoted or used frequently by the Hotel or the Tour Operator, the Hotel or Tour Operator shall be required to arrange for that business to be either
  - included within the scope of certification; or
  - certified under a separate and distinct certification.
 The timeline for inclusion or completion of certification is 5 years.
- r) In the case of group certification, by agreeing to this scheme rules the group manager commits to complying with the reference standard (where applicable) and the requirements for group certification.

## 5. Application for Assessment

GCL shall obtain all the necessary information to allow proper planning of audits, in accordance with the relevant certification scheme. This information shall include at a minimum

- a. Information about the applicants sustainability management system and performance;
- b. The reference Standard (standards and/or other normative documents established by the certification scheme) for which the applicant is seeking certification
- c. The general information of the applicant, including its name and the address(es) of its physical location(s), description of its process and operations and other information, and any relevant legal obligations;
- d. General information concerning the applicant, relevant to the certification for which the audit is conducted, such as the client's activities, its human and technical resources and its functions and relationship in a larger corporation, if any
- e. Information concerning all outsourced processes used by the applicant that will affect conformity to requirements;
- f. All other information needed in accordance with the relevant certification scheme, such as information for initial evaluation and surveillance activities, e.g. the locations where the tourism services are provided and contact personnel at these locations

On receipt of a completed application for Quotation form, **GCL** will conduct a pre-contract review of the system and a quotation shall be prepared and sent to the prospective Client, together with these Scheme Rules.

The applicant at any point within the certification cycle, preceding GCL's decision may request that the processing of its application be stopped. In such cases the applicant is liable for the costs of services provided up to the time of withdrawal of its application. In these cases GCL shall not issue a decision regarding the products that were subject of the certification request.

## 6. Contract Acceptance

Prior to any arrangement being made for an evaluation/audit

- a) the quotation is required to be signed by the Client. Signature on the quotation/contract indicates formal acceptance of these rules as stated within the quotation/contract.
- b) **GCL** emails the briefing about the standard, current manual/standards, Logo Use and Claims Guidelines before planning any Initial Evaluation/Audit at Client premises. Also the current version of these documents can be download from the GCL website [www.gcl-intl.com](http://www.gcl-intl.com) at related standard page.
- c) Client shall submit the Client legal and other documents such as inputs, business licenses, policy/procedures as requested by GCL

## 7. Initial Evaluation/Audit

Audit is carried out to verify information and compliance with certification requirements applicable to the Client. It shall follow a set protocol to facilitate impartial and objective audit.

The on-site audit protocol shall at the very minimum undertake the following, as applicable to the Client:

- a) Assessment of the sites applied for
- b) Review of records and accounts to verify compliance with the scheme requirements
- c) Identification of areas of risk.
- d) Verification of the Client's risk assessment.
- e) Verification that changes to the standards and to related requirements have been effectively implemented; and
- f) Verification that corrective actions have been taken, with special focus on corrective actions for nonconformities which have been closed since the previous audit; and
- g) If the previous audit was conducted by another certification body and within two years prior to the audit, then a full evaluation of any nonconformities which were issued in the previous audit report, whether they were previously closed.
- h) GCL auditors may undertake interviews with stakeholders within or external to the client to clarify aspects of the client's activity and performance. The auditor shall undertake such interviews where there is significant doubt about the sufficiency, quality, or veracity of information supplied by a client

GCL shall assign an auditor and or auditor team, when appropriate, in conformity with the requirements set out in the GSTC Auditor Qualification, the concerned auditor / audit team shall confirm and approve the audit plan with the Client.

## 8. Certification

- a) On completion of the on-site evaluation the lead auditor reports back to **GCL**. The Standard Manager of **GCL** shall review the report and supporting information, including the recommendations made by the lead auditor and decide whether to grant certification.
- b) For any non-conformities raised, the Client shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL**. This information shall be reviewed by a qualified lead auditor and the Client shall be informed of the result via email.
- c) Upon acceptance of the corrective actions the Standard Manager shall review the full report and decide. Should the Standard Manager not accept the report the impartiality committee shall be informed for the purpose of holding an internal appeal.
- d) For any non-conformity or other situation that may lead to suspension the lead auditor shall report to **GCL** and the suspension process shall take effect as defined within these rules.
- e) the Client makes claims regarding certification/approval consistent with the scope of certification.
- f) If it is found that the Client is knowingly and/or repeatedly operating with nonconformities or purposely violates the requirements of the standard, the GCL must suspend the Client's certification status and inform the accreditation body and scheme owners, The Client will be allowed to re-apply for certification as per the conditions prescribed in the scheme.
- g) The certification cycle shall be 3 years, **GCL** shall establish an audit program as a minimum with a surveillance audit every year and a recertification audit shall begin over the year prior to the expiration of certification.

## 9. Surveillance

- a) Surveillance activities shall be established by GCL in the audit program and shall include periodic on-site audits to assure ongoing validity of the demonstration of fulfilment of the Reference Standard requirements.
- b) Surveillance audits shall be conducted once every year.
- c) Surveillance audits shall be conducted on-site at least once each two years. However, for high risk situations, on-site audits shall occur annually.
- d) Surveillance audits can be performed on-site, remotely or a combination of both. GCL shall have justification of the chosen methods for remote and on-site audit. For remote audits, the GCL shall only cover section A, D1 and D3 in the GSTC Industry Criteria. For on-site audits, the CB shall ensure that social, cultural and environmental sensitive Criteria in section B, C and D3 of the GSTC Industry Criteria are covered.
- e) For extremely low-risk Hotels/Accommodations, surveillance audits can be performed remotely. The GCL shall cover all the GSTC Criteria and provided there is a clear justification of the chosen methods for remote audit.
- f) GCL may undertake random unannounced monitoring visits.
- g) Certification of the client shall be maintained by GCL based on the demonstration that the client continues to comply with the reference standard.

## 10. Recertification audit

GCL shall follow the protocol mentioned in clause 7 of this scheme rules for any recertification audit.

## 11. Use & Mis-Use of Certificates Logos & Certification

Once a Certificate has been issued, then the Client has the right to publish the fact and to apply the logo for promotional material.

Other conditions that client agrees to follow related to certification are

- a) Make no misleading statement regarding its certification;
- b) Does not use or permit the use of a certification document or any part thereof in a misleading manner;.
- c) Amends all advertising matter when the scope of certification has been reduced;
- d) Does not imply that the certification applies to activities and sites that are outside the scope of certification;
- e) Does not use its certification in such a manner that would bring GCL, the GSTC and/or certification system into disrepute and lose public trust.
- f) use the GSTC Logo in accordance with the GSTC Logo terms and conditions
- g) If the client jointly advertise other tourism services that have not been certified by the Reference Standard. The advertisement of those other tourism services shall not imply that the product, process or service is certified by the Reference Standard.

## 12. Termination, reduction, suspension or withdrawal of Certification/ Letter of Approval

When a nonconformity with certification requirements is substantiated, either as a result of annual audit or otherwise such as announced audit, **GCL** shall consider and decide upon the appropriate action.

### a) Suspension

- i. because of continued misuse or incorrect references to the certification scheme, or misleading use of licences, certificates, and marks of GCL
- ii. failure to implement corrective action within the specified time scale because of concern identified at Evaluation/Audit.
- iii. any other breach of the **GCL** quotation and/or Scheme Rules.
- iv. when a critical or major non-conformity is raised during any visit, after the Initial evaluation.
- v. under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.
- vi. the Standard Manager of **GCL** shall write to the registered Client outlining the suspension conditions and how the suspension can be lifted.
- vii. An organization is ineligible for certification if:

- It has had its certificate withdrawn within the last 2 years.
- It has had its certificate suspended within the last 6 months

- Viii The certificate shall be suspended in its entirety if the central office or any of the site(s) does not / do not fulfil the necessary criteria for maintaining the certificate.
- ix In the case of group certification when the SMS is not functioning or when there is a direct risk that services are not meeting the standards or that non-certified services are sold as certified would be a major non conformity and shall lead to suspension of the entire group's certification.

#### **b) Scope Reduction**

Reduction in the scope of certification to remove nonconforming product variants. Should a reduction in scope be recommended by a **GCL** Lead Auditor at a re-evaluation visit this has to be noted in the report and the Standard Manager informed.

#### **c) Withdrawal of Certificate**

Such withdrawals could be as a result of:

- i. failure to respond to requests/time scales made by **GCL** after suspension of Certification.
- ii. failure of a client to settle an account with **GCL** within 1 month of formal notification of a failure to settle an account.
- iii. voluntary withdrawal, in such a case **GCL** require this in writing.
- iv. the certificate of registration/ letter of approval shall be returned to **GCL** when **GCL** has informed the Client that withdrawal has been complete. No copies of certificates/ letter of approval shall be used or logos displayed after withdrawal has taken place.
- v. Falsifying of any certification documents which includes Scope Certificate, Transaction Certificate.
- vi. In the case of group certification, the certificate shall be withdrawn in its entirety if the group manager or any of the group members does not / do not fulfil the necessary criteria for maintaining the certificate.

### **13. Appeals**

#### **i. General**

- a) If the Client is not in agreement with the Lead Auditor's recommendation after an Initial and/or annual audit then they are at liberty to lodge an appeal with the CEO of **GCL**. The Client shall support his/her reasons by objective evidence.
- b) All appeals will be heard by a Appeal-Committee of the **GCL** Impartiality Committee. The Appeal-Committee may hear evidence from the Client's 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 as a result of an appeal.
- c) For other schemes in case of any appeal, information related to handling of appeals can be found at (<https://www.gcl.uk/about-us/appeals/>)

### **14. 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 Initial and/or annual audit. This log shall also be available to **GCL** Staff, Accreditation bodies and scheme owners upon request. Also, the Clients:

- I. takes appropriate action with respect to such complaints and any deficiencies found in products/chemical inputs that affect compliance with the requirements for certification/ letter of approval, and
- II. 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** CEO. If the complaint involves the CEO or 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.

**c) Complaints from Users of Clients Products**

For complaints received from users of Clients products and/or services shall be lodged and then acknowledged to the complainant. Follow-up shall then be taken with the registered company in question.

Note: If fraud or other misrepresentation is found to exist, the **GCL** will take appropriate

The Client shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification

Note: accept that the accreditation body and scheme owner may become engaged in the case that a complaint or appeal escalates GCL's authority, and agrees to cooperate with investigations.

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

**15. Witnessed Visits**

As part of the on-going surveillance of **GCL**, the Client agrees to allow representatives from accreditation bodies and scheme owners the right to witness **GCL** conducting their audit duties. The fact that an Accreditation Body representative attends an audit will not affect the audit. Also, from time to time **GCL** may have to have trainee auditors or internal audits on an audit team.

**16. Short Notice Audits**

For Clients that have been suspended or where **GCL** has received complaints then a short notice audit maybe required for follow-up and verification/validation of the implementation of corrective and preventive measures. In such cases the Clients agrees to co-operate with **GCL** audit team members and allow the required access.

**17. Terms of Payment**

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

**18. 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

**19. 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 an Client when a relationship with a management systems consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified Clients.
- 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.

**20. Intellectual Property**

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

**21. 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 (if applicable to the audit scope) then **GCL** should be informed by Client within five working days of occurrence.
- b) **GCL** shall determine whether the announced changes require further investigations. If such is the case, the Client shall not be allowed to release certified/approved products produced under the changed conditions until **GCL** has notified the Client accordingly.
- c) In response to an application for amendment to the scope of a certificate already granted, **GCL** shall decide what evaluation procedure, if any, is appropriate, in order to determine whether or not the amendment should be made, and shall act accordingly.
- d) Client shall inform **GCL** immediately of any planned changes that could affect product conformity to the relevant standard(s) such as change of production units, subcontractors, recipes or new suppliers) and not market products under the respective label before receiving **GCL**' approval.
- e) To notify **GCL** immediately of any application of prohibited substances or any differing residue analysis in any part of the operation
- f) GCL requires the client (both during the periods of application and actively certified) to declare any association with entities that have been successfully prosecuted for forced labour and/or environmental violation.
- g) In case of multi-site organizations, the client shall inform any changes in the sites, including the closure of any of the sites.
- h) In the case of group certification, the group manager without any delay shall inform GCL changes in the membership, including the closure of any of the group members.
- i) In the case of group certification, the group manager shall report annually to GCL, including on relevant changes in the group's production and management practices, and provide comments and actions regarding any shortcomings in the system by application form

## 22. 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 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.

## 23. Closing Out of NCN

- a) GCL shall inform the client of all non-conformities in writing.
- b) When major non-conformities have arisen, the GCL shall provide a 1-year term to be corrected.
- c) When minor non-conformities, the CB shall provide 90 days term to be corrected.

## 24. Change of Certifier (GCL) -Migration, Closure of business or withdrawal of Approval/Accreditation

- a) GCL accept certificates issued in accordance with Standard by other Certifiers in order to conclude final certification.
- b) Clients should not apply to GCL to bypass observations / NCs raised by the old CB. Transfer is not possible when there are outstanding major non-conformities or is suspended, or the client is subject to an ongoing complaint that is under process by the current CB
- c) Upon termination GCL transfer documentation on all operations certified by GCL to another accredited Certifier.
- d) In the event of a GCL closing operations or withdrawal of Accreditation, Client will be nurtured through the process of moving to another CB-Approved Certifier.

## 25. 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/>

## 26. 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.

## 27. 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

**28. GCL Policies**

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

**29. GCL Anti-bribery and Corruptions**

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

