

SCHEME OVERVIEW

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Purpose

This document describes the Certification services that ICG Compliance Pty Ltd, a legal entity, provides, includes the steps involved in obtaining Certification and the Terms, Conditions and Rules associated with these programs better understanding of all who wish to use our programs.

Scope

This procedure is applies to all ICG Schemes for the Approval and Certification of Management Systems.

Definitions

ICG = ICG Compliance Pty Ltd
NCR = Non-conformance Report

Preamble

ICG Compliance Pty Ltd does not offer or provide management systems consultancy. ICG also does not provide internal audit services to any of its certified Clients.

ICG Compliance Pty Ltd has not in the previous two (2) years provided internal audits or consultancy to any client organisation or otherwise.

ICG Compliance Pty Ltd will not provide certification to any management system consultancy organisation as this poses an unacceptable threat to ICG's impartiality may exist.

ICG Compliance Pty Ltd does not market our services as being linked to any other organisations that provide management system consultancy.

ICG Compliance Pty Ltd does not provide certification to other certification bodies.

ICG does not outsource certification decisions, or part thereof, to any other entity.

Procedure

Please note:

This particular document is one that is available on line through the ICG website and as such is subject to change at any time by ICG and when it is our Clients will be notified directly in writing of the changes. A hard copy can be obtained by requesting it in writing from the ICG Office at no charge. Other documents including our Application are also available from our website.

1.0 Our Certification Process

1.1 Application, On-Site Visit and Proposal

After a potential Client has contacted ICG we may, if needed because of a Transfer of Certification Body or at their request, conduct an on-site visit to ascertain the unique properties of their business, team and processes, and what their requirements are, and determine how ICG can help them. This can be determined with a visit to their head office or other site. ICG's administrative or Audit Staff can also provide the potential Client with all the information they need regarding Certification to their nominated criteria, the processes that ICG use, what fees will be payable and what will be expected of the Client. All potential Clients can discuss any questions or concerns they have with ICG during a visit or over the phone.

An Application Form will be completed by the potential Client to gather information to assist in the creation of a Fee Proposal. When ICG has understood the Client's requirements, a Fee Proposal detailing fees and costs will be provided. This is a free service and there is no obligation to proceed.

1.2 Acceptance

Once a potential Client has reviewed and accepted a Fee Proposal, the authorised signatory from the new Client organisation must complete, sign and send to ICG the "Acceptance Page" from the Fee Proposal.

This document is a formal contract between the organisation seeking Certification and ICG Compliance Pty Ltd, including its acceptance of the Certification process, rules governing Certification/accreditation marks, appeals, and contractual terms and conditions.

The client business is responsible for informing ICG and its audit team of the particular legislation that impacts on the business for OHS.

When ICG receives the signed Acceptance Page, ICG Accounts Department will send an acknowledgement and if applicable, any invoices that will become payable. The acknowledgement will set out the Standard or standards being applied, the scope of the assessment and the site or sites that are to be covered by the plan assessment.

PLEASE NOTE:

Should temporary sites such as building sites be set up by the Client in order to carry out specific works, these will not be treated as part of a multi-site operation. Any sampling of activities undertaken at these sites will be for the purpose of confirming the activities of the permanent office whose management system is subject of the certification, not for the purpose of issuing certificates to the temporary sites.

1.3 Minimum Implementation – Requirements that apply to Clients prior to Certification

It is a requirement that initially, at the time of certification, that the minimum frequency of internal audits be yearly, that the internal audit process has commenced and well advanced and that results have been published and that at least one complete management review has been undertaken, including records being available, prior to Certification. Certification cannot be granted until there is sufficient evidence to demonstrate that the arrangements for management review and internal audit have been implemented, are effective and are maintained.

Any records of internal audits and management review should be made available to ICG on request.

Prior to each and every on-site audit, the Client will receive a copy of an Audit Plan which will indicate the composition of the Audit Team, the topics that are planned for review and the time/s and date/s for the visit. The Client will review that Plan and send their acceptance of the arrangements or any proposed changes to the Audit Team Leader as soon as practical. The Client also has the right to object to any Member of the Audit Team and a brief reason for the objection should be included in their reply to the Audit Team Leader.

1.4 Pre-Assessment Audit

A Pre-Assessment Audit may be carried out for a Client as a tool to assist the Client in their preparation for the Stage 1 Audit and will be considered as part of the Stage 1 Audit activities. This is not a consultative process and is done to assist a Client prepare for the Stage 1 & 2 Audits.

At the conclusion of the Pre-Assessment Audit the Client will receive an Audit Report setting out any Audit Findings.

1.5 Stage 1 Audit

Stage 1 Audits are a requirement of certain programs and are conducted to ensure that the structure of the Management System meets the requirements of the applicable Criteria chosen by the Client. At this time, ICG verify that there are documents and evidence available to address what is required by the Criteria. ICG will review all procedures and processes as part of this Stage 1 Audit.

At the conclusion of the Stage 1 Audit, the Client will receive a report outlining and explaining what the Audit Team detected including all non-conformances and any items which may require more attention. This report will also explain if process can progress to Stage 2.

1.6 Stage 2 - Certification Audit

The Stage 2 - Certification Audit is carried out to determine if a Client's Management System and its implementation complies with the Management System Criteria.

The length of time that it takes to carry out the Stage 2 - Certification Audit will depend on the Clients organisations, the Criteria chosen to be assessed, number of employees, shifts, products, process complexity and number of sites and will be pre-arranged with the Clients Representative. Please see ICG Procedure INT16 for details.

At the completion of the Stage 2 - Certification Audit the Audit Team will hold a closing meeting where they will present the Audit Findings and conclusions. The Audit Findings will be documented prior the closing meeting, and presented verbatim to the Client. Great importance is placed on whether or not that the Client agrees and understand the outcomes, if they do not then the Audit Team will at this time discuss any concerns they may have.

If there are no nonconformities, the Audit Team will recommend Certification to ICG. The Assessment Supervisor then assesses the recommendation and if approved, ICG will inform the Client in writing that they have been successful.

The ICG Audit Team will also discuss, and confirm with the Client, the scope of Certification. These are the words to appear on the Certificate of Approval. It is important that these words describe clearly the processes and products, and also are representative of what was reviewed on sites. Words also need to be sufficiently clear so that a potential buyer of the Client's products or services will have no doubts as to the competence and what was included in ICG independent review and Certification of the Client's organisation. The scope of Certification can be changed (expanded, re-worded) in the future, with approval from Audit Team conducting audits.

The Client will be allowed to use the Logo of ICG Compliance Pty Ltd and the JAS-ANZ Symbol where appropriate on stationery and marketing materials and the Clients details will be published on the JAS-ANZ Register of Certified Organisations at www.jas-anz.org/register (JAS-ANZ mark and register are only accessible for the program for which ICG Compliance is accredited by JAS-ANZ). The information that will be made public will include the name, address and contact details of the Client and the scope of the certification and may include a contact person/position.

The Client can use statements on packaging of their product that indicates the following – identification (brand or name) of the client; management system to which they are certified; ICG Compliance's name as the certifying CAB.

The Client will receive an Audit Report that will detail any areas of non-conformity, improvement requests, observations and an Audit Conduct Matrix.

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It is important that the corrective action process within the Client Management System addresses the Audit Findings. The actions taken as a result of the Audit Findings will be reviewed during subsequent ICG reviews.

1.7 Post-Certification Reviews

ICG programs contain a requirement for Surveillance Audits to be carried out at predetermined intervals from the date of your initial Certification. These assessments are carried out in the same manner as the Certification Audits and are necessary for ICG to be assured that the system continues to comply with the Criteria and therefore for Certification to continue to be maintained. The duration of Surveillance Audits are calculated on factors generated as a result of Certification and Re-certification Audits and are notified to the Client on the Audit Plan issued prior to each audit.

Surveillance audits shall be conducted at least once a year. The date of the first surveillance audit following initial certification or re-certification shall not be more than 12 months from the last day of the stage 2 audit.

Surveillance Audits Reports are issued to Clients after the conclusion of on-site activities.

1.8 Re-Certification Audits

Once every 3 years after the initial Certification Audit, or last Re-Certification Audit, a full Re-Certification Audit of the system, as a whole, needs to be completed. The aim is to confirm that the system in its entirety is working well and that the links between processes are sound.

The duration of the Re-Certification Audit is generally longer than a normal surveillance Audits, but shorter than the original Certification Audit.

A Re-Certification Report and Audit Findings * are issued to each Client after the Audit.

Based on the outcomes of the Audit, the ICG Auditor needs also to recommend that Certification be:

- Renewed,
- Withheld (subject to a non-conformance/s or improvement requests being addressed)
- Suspended

Generally a new Certificate of Approval is issued after a successful Re-Certification decision.

Generally Re-Certification Audits must occur within a maximum of 3 years from the last Certification or Re-Certification review.

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Please note that the Re-Certification Audit timing is not always synchronised with the dates of the Certificate of Approval and should occur prior to the expiry date on the Certificate.



1.9 Special (Follow Up) Audits

A Special Audit is needed if:

- there are a large number of Minor Non-conformance Reports;
- one or more Major Non-conformances (in which case Re-Certification cannot be recommended);
- changes within the Client organisation (including change of ownership, product, process, system, management, relocation);
- when a complaint has been raised with ICG Compliance Pty Ltd, or a breach has been reported to ICG or a related stakeholder;
- other conditions, as determined by ICG, where the integrity or compliance of the system, process or product needs to be verified;
- a Client wishes to extend or change the scope of their Certification; or
- there is a change in the Certification Standard or requirements

An Audit Report is issued after each Special Audit. Please note that this report may be supported by Audit Findings, and be prepared as an updated version of a previous report.

1.10 Technical Experts

These personnel may be called in to support the Audit Team. Technical Experts are selected because of their technical know-how and expertise in a particular field which is not covered by the Audit Team.

Technical Experts always report to the Lead Auditor, do not work independently and do not make decisions. They provide advice to the Audit Team.

A Client has the right to reject a Technical Expert on the basis of conflict of interest. Technical Experts sign the ICG Subcontractor Agreements, which has strict confidentiality clauses. Technical Experts, as other team members, will review documentation, witness activities, sight records but will not take documents or data away from your premises without the Clients specific approval.

Fees for Technical Experts maybe passed on to Clients and are set out in the Schedule of Fees as the need to use them will be determined prior to any audit.

1.11 Classification and processing of Audit Findings

There are three levels of deficiencies that may be found by your Auditor during an Audit. These are:

Major Non-conformance:

- The absence of, or the failure to implement and maintain, one or more Criteria requirements, or a situation which would, on the basis of * evidence, raise significant doubt as to the capability of the Management System or Product/Service to achieve the policy and objectives of the organisation, comply with expectations or the Law;
- Failure to address a requirement of the Criteria, a contractual requirement or a requirement of the Law;
- Failure to follow a requirement frequently or wilfully;
- Over 5 Minor Non-conformance Reports on the same issue.

Minor Non-conformance Report:

- Minor non-conformances observed in a particular requirement clause of the Criteria, contractual requirement or Law.

Observation:

- A potential deficiency within the scope of the Criteria.

Opportunity for Improvement:

- A deficiency actual or potential outside the scope of the Criteria, contract or Law, or where it was not possible to demonstrate nonconformity.
- A finding which is not a deficiency that is noted by the Audit Team as an item worthy of review by the Client.

Audit Findings need to be actioned within a maximum of 3 months for the time they were raised by ICG; these must be notified to the Lead Auditor

Clients need to copy the Audit Findings into their own Non-Conformance/Corrective Action system, and process them according to their own system.

ICG will review records and test the actions taken in relation to the audit findings, and their effectiveness. ICG may also require that evidence be submitted in regards to actions taken by the Client.

2.0 Conditions Specific to Certification Processes

2.1 Accreditation requirements

In accepting the contract the Client allows ICG Compliance Pty Ltd to submit a report when required by the Accreditation Body (JAS-ANZ) and agree to participate in a JAS-ANZ witness audit program if requested to do so. These witness visits will always be advised to the Client in advance.

2.1.1 To assist in the development of auditors, trainees are required to attend audits under the supervision of Registered Auditors to observe the on-site techniques of auditing. ICG would like to have the opportunity for a Trainee attend. A written request will be provided before they attend. There will be no charge to the Client and they will be constantly supervised. They will observe the same level of confidentiality as all Auditors.

2.2 Conflicts with assigned ICG Auditor or other Team Member

This can occur and Clients need to know that:

- They have the right to refuse a team member based on a conflict of interest situation; or
- They may have a personality conflict with a team member.

In both cases, the Client should raise your concerns with the ICG Management via email at complaints@icgnet.com.au.

2.3 Recording of complaints and breaches

It is a Client's responsibility to maintain records of complaints, product recalls, regulatory or other breaches. For OHSMS these include any significant events such as fatalities, serious injuries, occupational disease or legal action by a regulatory authority. It is also the Client's responsibility to advise ICG, should such conditions arise that may warrant a review of the Certification decision or conditions. Clients must present these records and their responses to the ICG Lead Auditor at a short notice (Special) audit or the next scheduled audit whichever is sooner.

2.4 Notifying ICG of changes to your organisation

Clients must notify ICG in advance when changes occur to their organisation (such as moving premises, a major organisational restructure such as creation or removal of key personnel, sites etc, a change in ownership, introducing a new product line or process) which may affect the scope of your Certification.

If changes happen after Certification, ICG may find it necessary to perform another Audit and change the scope of your Certification.

Clients must notify ICG when changes to their organisation occur which may affect our decision to grant Certification. In all cases notification must be in writing.

2.5 Discovering a major breach

During an Audit if the Team discover a breach of the law, or a contravention of a regulatory requirement, these are the steps we will take:

- 2.5.1 Audit Team members will report to the Lead Auditor immediately (Consultation with the appropriate ICG Technical Manager may also be needed);
- 2.5.2 Audit Team reaches consensus that the issue is a breach of the law, and can have direct and significant risks;
- 2.5.3 The Lead Auditor will raise an Audit Finding, classed as a Major Non-conformance;
- 2.5.4 The Lead Auditor will ask for a meeting with Senior Management to be held within the next hour;
- 2.5.5 The Lead Auditor presents the team's finding to Senior Management and explains that:

- Unless immediate action is taken, the Audit will be terminated, and the authorities may be contacted;
- If immediate action is taken, which removes the risk, the Audit can continue, and the Client will put forward an action plan to investigate the issues and take appropriate corrective action, including reporting the incident to the regulator(s)

2.6 ICG information supplied to Clients

Clients are advised to have a process to control and keep up-to-date, information from ICG. Other ICG Compliance documents may be added at a later stage. This is important, as from time to time, ICG may update Clients on changes to its processes, procedures, rules, fees, terms and conditions, or Certification Standards. It is important that once received these notifications be implemented and controlled.

2.7 Suspending, reduction and withdrawing Certification

ICG reserves the right to suspend, and withdraw a Certificate(s) of Approval at any time and may publish the withdrawal in any way it sees fit. Suspension, withdrawal or cancellation may occur should a Client:-

- Fail to complete corrective actions within the agreed time;
- Misuse the ICG Logo or Mark and/or the JAS-ANZ Symbol;
- Fail to comply with the financial requirements of the Agreement entered into with ICG, or
- Bring ICG or the Accreditation Body into disrepute in any way.

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Certification shall be suspended in cases when, for example:

- the Client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system;
- the certified Client does not allow Surveillance or Re-certification audits to be conducted at the required frequencies, or;
- the certified Client has voluntarily requested a suspension

Under suspension, the Client's management system certification is temporarily withdrawn. The contract agreement provides an enforceable arrangement with clients to ensure that in case of suspension the Client stops any promotion of its certification. The status of "Suspended Client" shall be made publicly accessible and ICG shall take any other measure it deems necessary and appropriate.

Failure to resolve the issues that have resulted in the suspension in a time established by ICG shall result in withdrawal or reduction of the scope of certification.

PLEASE NOTE: In most cases the suspension should not exceed six (6) months.

ICG may also reduce a Client's scope of certification to exclude the parts not meeting the requirements, when the Client has persistently or seriously failed to meet certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

It is the responsibility of the Client, should there be a reduction in the scope of their certification, to immediately amend all advertising material to reflect this change

ICG have enforceable arrangements with the certified client concerning conditions of withdrawal ensuring upon notice of withdrawal of certification that the Client discontinues its use of all advertising matter that contains any reference to a certified status.

Upon request by any party, the ICG Technical Manager will declare the status of certification of the Client's management system as being, suspended, withdrawn or reduced.

2.8 Cancellation of a confirmed Audit

Should a Client cancel a confirmed Audit with between 15 to 21 days written notice, ICG Compliance reserves the right to charge a cancellation fee equal to 40% of the service fee or 100% of the full audit fee for 14 days or less written notice. All agreed and related travel costs will be charged at cost.

2.9 Suspension of Certification by Client or by ICG

Suspension of Certification will occur if an Audit has not been completed within 12 months of the last visit.

If a Client has decided to suspend its Certification, they must advise ICG in writing. Any outstanding Fees payable will be due immediately.

ICG reserves the right to publish, the details of any Client whose Certification has been suspended. ICG also reserves the right to charge penalties to those organisations who continue to use the Certification marks without being Certified. Such instances will also be reported to the relevant trade practices regulator e.g. the ACCC in Australia.

2.10 Payment of fees and invoices

All fees are non-refundable and are due within 14 days of the invoice being presented.

Application Fees are payable in advance and non-refundable. Fees arising from the conduct of an Assessment need to be paid before the Certificate of Approval is issued or renewed.

3.0 Conditions of use of Certificate(s) of Approval, Certification & Accreditation Mark(s)

The ICG Certification, brand, logo, and mark and the JAS-ANZ Symbol can only be used under the following conditions.

3.1 Program

Each program has a different version of the Certification Mark.

3.2 Variation to these rules

Authorised changes may be made to these rules and if they are they will be approved in writing by the Management of ICG Compliance Pty Ltd at their sole discretion.

3.3 Misuse of the marks or certificate

Misuse of the marks, certificate or other misleading statements will be reported and if not adequately addressed by the Client may result in a Major Non-conformance being raised, and potentially Certification to be withdrawn.

3.4 Ownership, Liability

3.4.1 Certificates of Approval and Certification Marks are and remain at all time the property of ICG Compliance Pty Ltd. These must be returned to ICG and will no longer be used by the Client within 10 working days

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of being requested by ICG, or if Certification is suspended or cancelled;

- 3.4.2 Certificates of approval and Certification marks, or reference to ICG may only be used or made whilst the Client who has signed an Acceptance Form is deemed to comply by ICG and has had its Certification issued, renewed, expanded and not suspended;
- 3.4.3 ICG issuing a Certificate of Approval and the authorisation to use the Certification Mark does not in anyway and should not be seen or portrayed to exempt the Client from their obligations by law;
- 3.4.4 Certification of a System does not imply, and must not be used in any instance, as Certification of a product or service, laboratory test, calibration or inspection report by ICG, the Accreditation Body (JAS-ANZ) or the appropriate Government Ministers. Clients are not permitted to imply or make such claims in any advertising, promotional material or other representation or advice.
- 3.4.5 The Audit Reports supplied by ICG to our Clients remains the property of ICG and must not be changed or adjusted in any way.

3.5 Using the Certificate of Approval

- 3.5.1 These can be downloaded at any time from our web site, once a Client has received Certification, and their Certification is maintained.
- 3.5.2 These documents can be displayed a Clients office, site, promotional events, incorporated into brochures, etc, as long as the documents are not altered and are reproduced in their entirety.
- 3.5.3 Certificates must be reproduced only in their entirety.

3.6 Validation of Certificate

Upon request, the validity of an ICG Certificate can be provided by contacting the ICG Head Office stating the name of the Client organisation and if possible, the ICG Number of the Client. This is usually found printed under the ICG Mark.

A current list of the active certificates is found on the JAS-ANZ Register accessible from their webpage, ICG will maintain a list of suspended and withdrawn certificates on our website. This information will be provided if a validity request is made to ICG.

All this information is available to the public at large.

4.0 Appeals Procedures

ICG's Appeals Procedures are explained in document Procedure INT12 Complaints and Appeals. This document is available on our web site www.icgnet.com.au or by contacting our office.

5.0 General

5.1 Contractors

ICG may, at its discretion, engage individuals on a contract basis, to assist in the provision of services pursuant providing certification services.

5.2 Confidentiality

ICG, (including its Lead Auditors and Audit Team Members) and its Client, shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information other than in accordance with the Certification Services Agreement.

Either party shall not be in breach of the above clause in circumstances where it is legally compelled to disclose the others Confidential Information.

Both groups shall take all reasonable steps to ensure that its employees and agents, and any contractors engaged for the purposes of the Agreement, do not make public or disclose the others Confidential Information other than in accordance with the Agreement.

Notwithstanding any other provision of this clause, ICG may disclose the terms of the Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

This clause shall survive the termination of the Agreement.

5.3 Termination

5.3.1 Without limiting the generality of any other clause in the Agreement, either ICG or the Client may terminate the Agreement immediately by:

5.3.1.1 giving 3 months written notice to the other Party; or

5.3.1.2 by notice in writing if:

5.3.1.2.1 the other Party is in breach of any term of the Agreement and such breach is not remedied within thirty (30) calendar days of notification; or

5.3.1.2.2 the other Party ceases or threatens to cease conducting its business in the normal manner.

5.3.2. For the purposes of the above clause, the following events will not constitute 'ceasing to conduct business in the normal manner' on the part of ICG:

5.3.2.1 assignment of the obligations of ICG under the Agreement to another party;

5.3.2.2 a change in the ownership of ICG;

5.3.2.3 a business or trade sale of ICG;

5.3.2.4 the merger of ICG Compliance with another company.

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- 5.3.3 If notice is given to the Client pursuant to clause 5.3.1.2 ICG may, in addition to terminating the Agreement:
 - 5.3.3.1 retain any moneys paid;
 - 5.3.3.2 charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - 5.3.3.3 be regarded as discharged from any further obligations under the Agreement; and
 - 5.3.3.4 pursue any additional or alternative remedies provided by law.
- 5.3.4 Termination of the Agreement implies suspension of all ICG Certifications, and requires the Client to:
 - 5.3.4.1 Stop using any of the Certification Mark or JAS-ANZ mark
 - 5.3.4.2 Stop using the Certificate of Approval
 - 5.3.4.3 Change, recall or destroy any documents, presentation, data that contains any of the above.

6.0 ICG Responses

- 6.1 If it comes to the attention of ICG that a Consultancy is stating or implying that certification would be simpler, easier, faster or less expensive if ICG was engaged, ICG would immediately contact the Consultancy to determine if the information is substantiated.
 - 6.1.1 If it was then ICG would in the first instance inform the Consultancy to cease making or inferring these processes.
 - 6.1.2 If the Consultancy fails to change ICG will seek other methods, including legal action, to address this issue.
- 6.2 Should the it be discovered that there is a threat to the impartiality of ICG from the actions of other persons, bodies or organisations, then ICG will take all necessary actions, which could include, but not limited to, referring the issue to JAS-ANZ, the Victorian or Federal Police or other actions deemed prudent by ICG

End of this Document