

RIGHTS AND DUTIES OF CLIENTS AND CERTIFICATION BODY

RIGHTS

- a. QPLSCB will carry out surveillance audits, verifications, examinations, and related operations from time to time.
- b. QPLSCB will inform well in advance any changes in the requirements of the QUALSTAR Standard **QPL 01 2020** and QPL 02 2020 along with effective date of implementation.

OBLIGATIONS

In order to hold and use of the certification, the applicant shall comply with the conditions of the agreement as follows:

- 1. Regulations for certification and audit**-The stipulations of the general provisions for the certification system apply to this agreement specified scheme requirements stipulated in the QUALSTAR Standard **QPL 01 2020 or QPL 02 2020**.
- 2. Rights and obligations**
 - 2.1** The holder of the certification agrees that the certified services provided by him/her as specified in the certificate attached to this agreement complies with the requirements stated in the QPL service standard QPL 01 2020 , QPL 02 2020 and scheme requirement.
 - 2.2** Qualstar Private Ltd. (QPL SCS) authorizes the holder of the certificate to use the QUALSTAR Certification Mark on the services to which the certification applies and to announce publicly that certification has been received. The holder of certificate is liable to penalised under provisions Qualstar rules & Regulations in the event of misuse of the certification

mark (These may include incorrect reference to certification scheme, misleading use of classification certificates, marks etc.).

- 23 The services provided under the scope shall not bring QPL into disrepute and shall not make claims that QPL may consider misleading or unauthorized.
- 24 The holder of the certificate of the service agrees that the persons representing QPL SCS will have unobstructed access without prior notification to the premises of the hotel covered by the license, equipment, personnel and hotel sub contractors during the normal working hours. The holder of the license also agrees to allow observers & trainee auditors with the technical audit team and observers from accreditation and regulatory bodies.
- 25 In case hotel/client provides copies of the certification documents and records to others, the documents shall be reproduced in their entirety
- 26 The holder of the certificate agrees to apply the Qualstar certification mark on the service labels that has been registered/approved by the QPL SCS.
- 27 The holder of the certification agrees to inform QPLSCS without delay the changes that affect its ability to conform to the requirements of the standards or certification requirements.

3 Surveillance

- 3.1 Permit QPL SCS to carry out surveillance on the holder of the certification to determine continuing conformity to the standard during the period of validity of license.
- 3.2 The surveillance is carried out by the auditors of QPL SCS

4 Information on modifications of services

- 4.1 The holder of the certification agrees to inform the QPL SCS of any intended modification in the service, or the quality management system. The holder also undertakes to inform QPL SCS, without delay, the changes relating to legal, commercial, organizational status or ownership and agrees for any verification by QPL SCS when necessary.
- 4.2 The holder of the certification agrees to implement the changes in the certification system by due date as informed by QPL and if required a visit may conduct verification visit.

5 Complaints

5.1 The holder of the certification agrees to keep a record of complaints and action taken of any complaints regarding those aspects of the services covered by the certification and to make available to QPL SCS upon request for verification.

6 Publicity

6.1 The holder of the certification has the right to publish that he has been authorized to mark the services to which the certification applies. His claims shall be consistent with the scope of certificate

6.2 Among other methods the QPL SCS gives publicity to the certification given to the applicant in newspapers, radio and television etc. and cancellation of the agreement, as appropriate.

7 Confidentiality

7.1 The QPL SCS is responsible for ensuring and maintaining confidentiality of information which comes into the possession by its employees, auditors and experts engaged in certification as a result of their contacts with the holder of the certification and will not disclose to any third party, except as may be required by the law of the land.

7.2 When the QPL SCS is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned will, unless prohibited by law, be notified of the information provided

7.3 Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) will be treated as confidential

8 Termination, reduction, suspension /Withdrawal of certification

8.1 Upon termination, suspension or withdrawal of certification, the holder agrees to discontinue use of standard mark on the service and in advertisement/publicity material including letter heads.

8.2.1 Advice of cancellation shall be sent by registered letter (or equivalent means) to the applicant, stating the reasons and the date of termination of the certification.

9 Appeals/disputes

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