

## **Regulations for certification and audit –**

The general provisions for the certification system apply scheme requirements stipulated in ISO IEC 17065.

### **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** 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**.
- 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** 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 Payment**

**8.1** The holder of the certification agrees to pay for all expenses in relation to the certification, including audit costs. Payment becomes due within 28 days from the date of invoices.

## **9 Agreement period**

**9.1** This agreement comes into force on \_\_\_\_\_ and remains in force until \_unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

**9.2** The validity of the certificate is for a two-year period and can be extended provided all the conditions are satisfied.

**9.3** When the holder of the certification ceases his operation, he shall notify QPL SCS in writing within thirty days from the date of cessation thereof.

## **10 Termination, reduction, suspension /Withdrawal of certification**

**10.1** 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.

- 10.2** 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.

**11 Modification of service requirements**

- 11.1** If the requirements applying to the services covered by this agreement are modified, QPL SCS shall immediately inform the holder of the certification by registered letter (or equivalent means), stating at what date the modified requirements will become effective, and advising him/her of any need for a supplementary examination of the services which are subject to this agreement.
- 11.2** Within a specified period of time after receipt of the advice described in paragraph.11.1, the holder of the certification shall inform QPL SCS by registered letter (or equivalent means) whether he is prepared to accept the modifications. If the holder of the certification gives confirmation within the specified period of his acceptance of the modification and provided the result of any supplementary examination is favourable, a supplementary certification will be issued or other modifications of the QPL SCS records.
- 11.3** If the holder of the certification advises the QPL SCS that he is not prepared to accept the modification within the time specified in accordance with 11.2 or if he allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favourable, the certification covering the particular service shall cease to be valid on the date on which the modified specifications become effective, unless otherwise decided by the QPL SCS.

**12. Liability**

- 12.1** All parties shall be bound by the legal requirements of QPL SCS.

**13 Appeals/disputes**

- 13.1** All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the QPL SCS.