



TCB Audit Services

QUALITY AND INTEGRITY



Certification Criteria



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1. INTRODUCTION

These criteria have been drafted to meet the requirements of both TCB Audit Services, LLC (TCB) and accreditation bodies to ensure that the assessment and certification processes managed by TCB Audit Services, LLC are competent, professional and cognisant of clients' needs, and that clients are aware of their responsibilities in terms of maintenance of their certified status.

2. SCOPE

TCB Audit Services, LLC provides independent assessment and training services for the purposes of Management Systems and Product certification.

3. LEGAL STATUS

TCB Audit Services, LLC is a privately owned limited liability company registered in the United States.

4. CONFIDENTIALITY

TCB Audit Services is responsible for ensuring that all information with which employees and sub-contractors alike become acquainted as a result of their contact with either the client company or TCB Audit Services is kept confidential. No such information is passed on to any third party without the written permission of the registered organization. Where legislation requires information to be disclosed to a third party, the registered organization will be informed of the disclosure (this also includes certifications granted suspended or withdrawn).

5. GENERAL CONDITIONS

The following criteria are to be complied with at all times:

- a) All information necessary for TCB Audit Services to complete the assessment shall be made available by the client.
- b) Where TCB Audit Services is of the opinion that the specific requirements for registration under any of the certification programs are not being complied with, then contact shall be made with the client to resolve any problems.
- c) Should the client not take any necessary corrective action, then a re-assessment of the Management System may be required. The cost of this will be charged to the client.
- d) The scope of certification is defined on the Registration Certificate.
- e) A certificate issued by TCB Audit Services in no way implies that the product or service certified is approved by any accreditation body or the relevant Government.
- f) A client with multiple sites and/or differing certification scopes must establish and maintain procedures for notifying purchasers of any goods and services produced or provided outside of the accredited scope of certification.
- g) Should there be any regulatory requirement for the reporting of changes in certification scope or status, the relevant bodies will be informed in writing.

6. APPLICATION FOR ASSESSMENT

On receipt of a completed quotation request, a quotation outlining the scope of assessment, in terms of both activities and sites and the assessment costs, will be submitted to the applicant together with the Application Form. Once the completed Application Form has been received by TCB Audit Services, the application will be logged for processing in timeframes agreed with the client.

7. INITIAL ASSESSMENT OF THE MANAGEMENT SYSTEM

The assessment of the Management System is carried out in a two-stage process, ie: a review of the management system documentation to assess compliance with the selected certification standard followed by a subsequent on-site assessment of the Management System. All records that form part of the Management System shall be readily available for review.

The applicant shall ensure that the responsibility for the Management System is clearly defined by the appointment of a nominated person. Any change to the nominated person must be confirmed to TCB Audit Services in writing.

8. REPORTS

Conditions under which TCB Audit Services reports may be reproduced are as follows:

- a) reports are the confidential property of the client, but may be reproduced or published freely by the client or by persons authorized by the client provided that TCB Audit Services' name is cited or implied in any other way, such reproduction or publication is verbatim and without abridgement of the report entire;
- b) the client or persons authorized by the client may, without previous reference to TCB Audit Services, reproduce or publish extracts from, and synopsis of, reports, provided that TCB Audit Services name is nowhere cited therein, nor implied in any other way, and the client hereby agrees to indemnify TCB Audit Services against any claims made by third parties for damage suffered and attributable to the content of any such extract or synopsis;
- c) extracts from and synopsis of reports in which TCB Audit Services name is cited may only be reproduced or published with the prior written consent of TCB Audit Services.

9. REGISTRATION

Following a final review and approval of the client file, the Registration certificate is issued. The certificate remains the property of TCB Audit Services and shall not be reproduced in any manner without the prior and written approval of the Chief Executive Officer.

Registration is valid for a period of three years from the date on which the client file is approved for registration conditional upon all future surveillance visits revealing no unacceptable deterioration in the Management System.

10. SURVEILLANCE

Regular surveillance visits are carried out following notification of the due date and will cover a limited number of elements of the Management System at the discretion of the nominated Assessor.

The Certificate Holder shall maintain a record of all customer complaints relating to those products, processes, services or sites covered by the scope of registration. This shall be made available to TCB Audit Services on request.

Should surveillances not be carried out in accordance with the frequency specified, unless agreed otherwise, then registration may be suspended or cancelled in accordance with clauses 16 or 17.

Should an accreditation body or any other relevant interested party require to witness a TCB audit on a client company, a request may be made to the client to accommodate this auditor witnessing activity, such requests shall not be unreasonably denied.

All registered clients shall permit representatives from the accreditation bodies, regulatory authorities, and other relevant bodies, freedom of access to accompany TCB audit teams.

It may be necessary for TCB to conduct audits of certified clients at short notice (or un-announced audits) to investigate complaints, changes (i.e., new ownership, changes to processes, products, new devices, changes in standards or regulations and management personnel, etc.), or as follow up on suspended clients. This also includes instances where we are informed of potential significant deficiencies in the management system or significant safety related information.

11. REASSESSMENT

Reassessment of a client's Management System takes place every three years and follows a similar format to the initial on-site assessment. The client shall be informed of the requirements for reassessment during the final surveillance visit of the three-year certification period.

12. EXTENSION OF REGISTRATION

If a certified client wishes to extend the scope of registration to cover additional products, processes, services, or sites, a new Quotation Worksheet will be required to be completed. The application procedure outlined in Section 6 will be followed and an assessment will be carried out on any areas not previously covered. The cost of extending the scope of registration will depend on the amount of work required and the number of sites involved.

An amended Registration Certificate, following a successful extension of registration, will be issued. The existing three-year registration period will be unchanged.

13. SYSTEM MODIFICATION/NOTICE OF CHANGE BY CLIENT

The Registered Organization shall inform the TCB Audit Services office of any intended major modification to the Management System as a result of changes in ownership, key personnel, equipment, or legislative requirements that may affect compliance with the relevant certification standard. TCB Audit Services will determine what action is appropriate and confirm this with the client. Normal on-going procedure revisions that occur from time to time are not intended to be the subject of this clause.

The Registered Organization shall inform the TCB Audit Services office without delay in the event of any safety event(s) that could lead to serious harm or significant property damage.

In the event of an OHS related finding by a third party the certified client must inform TCB at the next scheduled assessment.

14. PUBLICITY BY CERTIFICATE HOLDERS

Certificate Holders have the right to publish that they have been certified and apply the relevant mark of conformance to stationery and sales material relating to the scope of registration, as detailed in the Registration Certificate.

In every case, the organization shall ensure that in its publications and advertising, there is no confusion between registered and non-registered products, processes, services or sites. The client shall not make any claim that could mislead its customers to believe that a product, process, service, or site is covered by registration when it is not.

Should a registration be suspended or cancelled, the client should not make any claims to certification or use certification logos.

Appendix 1 gives further detailed conditions for use of logos.

15. MISUSE OF A CERTIFICATE OR LOGO

TCB Audit Services will ensure that all reasonable precautions are taken to control the use of its certificates and logos. If it is found that advertisements, sales material etc. are misleading, then suitable action will be taken with the client. This may involve suspension or cancellation of registration, or other such action as is appropriate.

16. SUSPENSION OF REGISTRATION

Registration may be suspended for a number of reasons, i.e.;

- a) Corrective Action Requests not being closed out within agreed time scales.
- b) Lack of surveillance activity
- c) Improper use of certificates, misleading advertising etc.
- d) Other contraventions of the TCB Audit Services certification criteria.

Official suspension of certificates will be confirmed in writing and will include the detail of the conditions under which the suspension will be lifted. At the end of the suspension period, it will be determined whether the conditions for reinstating the certificate have been complied with. The suspension may then be terminated and the company notified of reinstatement of the certificate. If the conditions are not complied with, then the certificate will be withdrawn.

All costs incurred by TCB Audit Services in performing the above will be for the account of the client.

17. CANCELLATION OF REGISTRATION

Registrations will be cancelled for the following reasons:

- a) The company does not wish to renew registration.
- b) The company wishes to cancel registration in which case formal written notification must be given to TCB Audit Services.
- c) The company ceases to operate.
- d) Inadequate measures taken by the company in the case of suspension
- e) Failure to comply with due settlement of financial obligations
- f) Failure to undergo a surveillance or re-certification audit within a period of thirteen months; in this case registration will be cancelled without further notification. If valid, suspension may be considered.

The Company may appeal against cancellation of registration (see clause 19).

No reimbursement of fees will be given and cancellation of registration may be published by TCB Audit Services.

Should registrations be cancelled for any reason, all relevant certification documents shall be returned to TCB Audit Services on request.

18. FEES

Fees are detailed in the quotation submitted to applicants and are based on the day rate applicable at the time of submitting a quotation. Additional fees shall be charged for all extra work that is not included in the agreed quotation and for extra, unscheduled, surveillance visits that may be required due to non-conformances being identified in the Management System. This will include, but not necessarily be restricted to, the costs resulting from:

- a) Repeats of the assessment program or parts of it, due to the initial requirements not being met;
- b) Additional work due to suspension, withdrawal and/or reinstatement of a certificate;
- c) Reassessment due to any major changes in the Management System, business activities, additional sites, or employee numbers.

The quotation will detail whether travel and accommodation expenses and any taxes at the prevailing rate are applicable.

Should clients wish to change a previously agreed audit date the following cancellation fees will apply:

Cancellation notice period	Cancellation fee
> 5 working days **	No audit fee
2 to 5 working days **	50% of the audit fee
< 2 working days **	100% of the audit fee
<i>** - any out-of-pocket expenses for changing travel arrangements will be invoiced at cost to the client</i>	

19. APPEALS

Clients have the right to appeal against all decisions made by TCB Audit Services, especially those that involve certificate suspension, withdrawal or non-issue following initial assessment. Appeals must be made in writing and addressed to the Chief Executive Officer.

Appeals are held in private before a sub-committee of TCB Audit Services comprising of at minimum two members of TCB Audit Services. This sub-committee will be independent and impartial with regard to the subject of the appeal. The decision of the sub-committee shall be final and binding on both the company and TCB Audit Services, and no counter claims will be accepted.

Where the appeal has been successful, no claim can be made against TCB Audit Services for reimbursement of any costs, losses; etc incurred as a result of the initial TCB Audit Services decisions.

20. COMPLAINTS

Should clients have cause to complain regarding any facet of the TCB Audit Services operation, the complaint should be made in writing and addressed to the conformity assessment manager or to the Chief Executive Officer. All such complaints will be investigated and responded to in writing. All complaints are processed in a similar manner to clause 19 for Appeals. Should the complainant not be satisfied with any response from TCB Audit Services, then the complainant can contact the relevant accreditation body for further review.

Clients are required to maintain records detailing all complaints from their customers indicating that they have analysed the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for TCB Audit Services review at each assessment, surveillance, or reassessment visit.

21. REPRESENTATIONS TO THE ADVISORY COUNCIL

Representations can be made to the Advisory Council concerning any aspect of TCB Audit Services' service or operations by writing to the Advisory Council for the attention of the Secretary.

22. LIABILITY DISCLAIMER

TCB Audit Services are employed by clients to assess the degree of compliance of their Management System with the standard selected by the client and are not responsible for the day-to-day management of the system. Accordingly, should the product or service offered by clients of TCB Audit Service result in any form of damage or loss to the customers of client companies, or their customers, no blame can be attached to TCB Audit Services and no claims for recompense, damages, loss of business, or any such eventuality will be entered into. Due to the fact that not all countries are party to the Madrid convention, no responsibility can be taken for objections to the use of any TCB Audit Services certification logos or trademarks.

23. REGISTER OF CERTIFIED COMPANIES

A current list of companies who have been certified by TCB Audit Service is available free of charge to anyone who wishes to receive a copy. Application should be made to:

TCB Audit Services, LLC
11 Klondike Ct.
O'Fallon, MO 63368
Telephone: 314-825-1026 Email: eric@tcbaudits.com

TCB Audit Services reserves the right to revise the criteria without prior notification.

Appendix 1. Use of Certificates & logos

Clients may use the Registration Certificate, Trade Mark, or Certification Logo subject to the following conditions:

1. Use of references to certification shall be restricted to correspondence, advertising, and promotional material that is directly applicable to the scope of registration as shown on the Registration Certificate.
2. Where there may be ambiguity with regard to the context in which the logo is used, then the client must ensure that any such ambiguity is removed.
3. Use of the logo must be such that it is reproduced as per the original without any restriction on size.
4. Use shall be such that there is no implication that the goods or services themselves are approved by TCB Audit Services, LLC.
5. TCB Audit Services, LLC will review use of certificates or logos where a client may be uncertain as to its validity and correctness.
6. Where use of the certificate or logo is deemed to be unacceptable, then the client must take all necessary steps to remove from circulation any such unacceptable material.
7. Logos may be reproduced in any one single color with white text.
8. TCB Audit Services, LLC take no responsibility for any costs associated with unacceptable or inappropriate use of marks that result from any form of advertising.
9. Certification logos are not to be used on laboratory test, calibration, or inspection reports.

USE OF ACCREDITATION BODY MARKS

Use of the accreditation marks is subject to the conditions detailed below:

1. Where the accreditation mark is used, the certified organization shall include:
 - (a) its own name or mark
 - (b) the certification mark to which it relates, not disproportionately represented with reference to the actual accreditation mark, and positioned in a manner that ensures the relationship between the accreditation mark and the certification mark is obvious.
2. Use shall be restricted to correspondence, advertising, and promotional material that is directly applicable to the scope of registration as shown on the Registration Certificate.
3. The accreditation mark shall not be used in such a way to suggest that the accreditation body, government ministry or department or Minister have certified or approved the client's activities, or in any other misleading manner.
4. The accreditation mark may be uniformly enlarged or reduced but shall be large enough for the wording to be clearly legible, and may be in any one single colour.
5. Use shall be such that there is no implication that the goods or services themselves are approved by the accreditation body to whom the mark belongs.

Table 1 Guidance on use of Logos^{*4}

Example logos are shown on page 10		On product ^{*1}	On larger boxes, etc for transportation of product ^{*2}	In pamphlets, letterheads, business cards, websites etc for advertising
Use of certification logos ^{*4}	<i>Without a statement</i>	<i>Not allowed</i>	<i>Not allowed</i>	<i>Allowed</i>
	<i>With a statement^{*3}</i>	<i>Not allowed</i>	<i>Allowed</i>	<i>Allowed</i>
Use of an Accreditation body symbol	<i>In conjunction with certification logo</i>	<i>Not allowed</i>	<i>Allowed (with a statement^{*3})</i>	<i>Allowed</i>
	<i>In isolation of any other mark</i>	<i>Not allowed</i>	<i>Not allowed</i>	<i>Not allowed</i>
	<i>In isolation of any other mark</i>	<i>Not allowed</i>	<i>Not allowed</i>	<i>Not allowed</i>

*1 Could be a tangible product or on individual product packaging

*2 This could be "outers" or any form of packaging that does not reach the end user.

*3 This should be a clear statement such as "manufactured in a facility that has a management system certified as being in conformance with XXX (*where XXX is the certification standard in question*).

*4 This applies to all certification logos except the Warranty Standards programs listed in below in point 6, i.e., ISO 9001, ISO 14001, etc....

Typical Logo Formats



Colors can be:

As supplied by us

or

any single color

NB: The above are examples of the logo format used by TCB Audit Services, LLC, they are not meant as a definitive list of all logos