



**EFR Certification**  
*Management System Certification*  
*Terms and Conditions*

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## 1.0 INTRODUCTION

This document provides the terms and conditions for assessment, regulation and certification of client's management systems to the requirements of defined standards.

## 2.0 SERVICES

EFRC shall provide audit and assessment services. If, in the opinion of EFRC meets the criteria, than registration of the client for a defined scope of activity and standard will be made in the EFRC register of assessed organisation for a defined period. Registration of client details and attain mad will be made with the EFRC Accreditation Body if such body require it. At all time, any certificate issued remains the property of EFRC.

## 3.0 CERTIFICATION PROCESS

The services provided by EFRC are carried out in accordance with the policies and procedures established by EFRC based on the requirements of our accreditation body. The generic certification process is as follows:

Application	The client shall provided the information required for application as per application review form client either through verbally.
Application Review	EFRC shall plan audits as assign personnel. In case of rejected application (may due to impartiality), EFRC will provide the reason for rejection. Upon acceptance of application, the client shall sign the contract with ERFC.
Stage 1 Audit	Upon receiving the application fees, stage 1 audit is carried out to determine the adequacy of the client's management system documentation and readiness to proceed to the Stage 2 audit.
Stage 2 Audit	After the findings from the Stage 1 audit have been reviewed resolved, at any actions the Audit Team Leader shall plan the Stage 2 audit. The purpose of the Stage 2 audit is to evaluate the implementation, of the client's management system.
Recommendation	On satisfactory completion of the Stage 2 audit and verification of any non-conformity(ies) raised, the Audit Team Leader will prepare a recommendation report to the Certification Manager for approval.
Approval of certification	The Certification Manager reviews and approves the recommendation for certification if appropriate.
Issue of certificate	The certificate will be issued upon payment of all fees due. The certificate is valid for 3 years from the date of approval. Subject to annual surveillance. At all times the certificate is the property of EFRC.
Surveillance Audit/ Recertification	All register clients will be subjected to at least one annual surveillance audit. The first surveillance will be carried out within 12 months of the last day of the Stage 2 audit. Renewal of certification is subject to a satisfactory Recertification audit carry out before the expiry of the certificate.



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Detail of Certification processes are outline in EFRC SOP that available in [www.efrcertification.com](http://www.efrcertification.com) under SOP92 and SOP93

#### **4.0 CERTIFICATION FEES AND PAYMENT TERMS**

- 3.1 The certification fees list in the quotation
- 3.2 The quotation only valid for 30 days from the date of issues.
- 3.3 Application fees shall be payable prior to signing of Acceptance of Quotation.
- 3.4 The outstanding initial assessment fees shall be payable 4 weeks before commencing On-Site Assessment. Crossed cheque shall be made payable to “EFR CERTIFICATION” or EFRC local agents

#### **5.0 CERTIFICATION REQUIREMENTS**

##### **5.1 Eligibility criteria for certification**

Client’s seeking certification shall ensure that they meet requirement of for certification specific to each of the schemes. Details of the criteria may be obtained from EFRC.

##### **5.2 Site of audit and multiple site certification**

The client shall identify the site(s) to be covered under scope of certification. This site(s) shall generally be permanent location(s) at which the client carries out its operations.

For certain types of activities such as construction, the client shall also identify the temporary sites at which activities are carried out. These sites will be subjected to audit on sampling basis. However, the sites will not be included in the certificate.

A multiple site client is a client having an identified central function (normally referred as central office) at which certain activities are planned, controlled or managed and a network of local offices or branches (sites) at which such activities are fully or partially carried out. The client shall identify in advance the sites that it wants to include in the certificate. These sites will be subjected to audit on a sampling basis.

Detail process for multiple site certification outline in SOP91b available in [www.efrcertification.com](http://www.efrcertification.com)

##### **5.3 Scope of certification**

The client shall clearly define the activities to be included under the scope of certification and any appended sedusions. The client should ensure that it does not omit important elements of its operations from the scope of certification.

##### **5.4 Audit criteria**

Clients shall demonstrate that the management system is implemented. In particular this means that:

- a. The management system has been operational for a sufficient period of time to be able to adequately demonstrate the effective implementation of the entire system.



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- b. The Internal Audit and Management Review have been conducted before the Stage 1 audit. For multiple site clients, the internal audit shall cover all sites to be included in the certificate.

## 6.0 SCOPE OF ACCREDITATION

The management system certification services of EFRC are currently accredited by ASCB (E).other accreditation will apply at the sole discretion of EFRC.

## 7.0 APPEALS PROCEDURE

The client may file an appeal when he does not agree with the decision of EFRC. The appeal shall be in writing and addressed to the Certification Manager (Scheme Manager) within 4 weeks of notification of the decision. Decisions of Appeals Panel including the grounds of the decision shall be recorded and the appellant shall be notified in writing. Appeal can be directly email to [appeal@efrcertification.com](mailto:appeal@efrcertification.com) or fill in form from [www.efrcertification.com/appeal](http://www.efrcertification.com/appeal)

Detail process for appeal outline in SOP96 available in [www.efrcertification.com](http://www.efrcertification.com)

## 8.0 COMPLAINT PROCEDURE

Any complaint about EFRC or about clients certified by EFRC shall be directed to [complaint@efrcertification.com](mailto:complaint@efrcertification.com) or fill in the form in [www.efrcertification.com/complaint](http://www.efrcertification.com/complaint)

Complaints may be in writing or verbal. All complaints received will be verified and validated by the scheme manager or above. The complainant shall be informed of the receipt of the complaint and will be provided progress report(s) and a report on the outcome of the investigation. The client shall agreed or response to the complaint if the complaint directly or indirectly involve the client. If the investigation required special visit or short notice visit, the client will be informed in advance in writing and fees will be imposed if the special visit is required.

Detail process for handling of complaint outline in SOP98 available in [www.efrcertification.com](http://www.efrcertification.com)

## 9.0 WITHDRAWAL/SUSPENSION/REVOCATION/TERMINATION

### a. Withdrawal

client that wishes to withdraw from a certification scheme is required to write to **EFRC** informing of its intention. The client shall within a reasonable timeframe ensure that all advertising matters that contain any reference to **registration** are discontinued.

### b. Suspension/Revocation/Termination

EFRC shall suspend the **registration of the client's** under the following circumstances;

- i) The **client's** management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management systems,
- ii) The certified client does not allow Surveillance or Recertification audits to be conducted at the required frequencies,
- iii) The certified client has voluntarily requested suspension of its certification,



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- iv) The certified client fails to take corrective actions for non-conformity(ies) raised within the specified timeframe,
- v) The certified client has incorrectly making references to its certification status or misleading use of certificate, marks or audit reports.
- vi) The certified client infringed the requirements of the certification contract including non payment of fees.

The client whose certification is suspended is required to take corrective action before the end of the suspension period of 120 days. Failure to resolve the issues to the satisfaction at EFRC will result in withdrawal of **regulation**. The client may appeal if it is dissatisfied with the decision to suspend or withdraw the certificate.

Detail process for suspension and withdrawal outline in SOP96 available in [www.efrcertification.com](http://www.efrcertification.com)

#### **10.0 INFORMATION ON CERTIFICATION MADE AVAILABLE TO THE PUBLIC**

Upon certification the client's name, address, contact details and scope of certification will be published in the [www.efrcertification.com](http://www.efrcertification.com) .

Any change in the status of the certification, e.g. suspension or withdrawal of certificate will also be published in the EFRC web site and those of it, accreditation body who release out.

#### **11.0 CHANGES TO THE INFORMATION IN THE CERTIFICATE**

The client may seek to make changes to details in the certificate. This may include, name of client, change of address or scope of certification. Request for such changes shall be made in writing or fill in the form in [www.efrcertification.com/feedback](http://www.efrcertification.com/feedback). Changes are at the sole dicretion of EFRC.

#### **12.0 RENEWAL OF CERTIFICATE**

Renewal of certificate shall be carried out upon completion of three (3) year. Clients shall be notified by writing 4 weeks ahead to ensure timely renewal.

#### **13.0 REAUDIT VISIT**

Re-audit is applicable for clients **who FAILED** during Document Review, Pre-Assessment, Initial Audit or Surveillance audits and recertification audit. Audit fees shall charge as per current man-day rate and other incidental cost where applicable.

#### **14.0 ADDITIONAL CERTIFICATE ISSUES**



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Additional Certificates from other Accreditation/Standards are available at cost as per quotation. Each certificate shall be print in English language with ZERO cost. EFRC also provide plaque type of certificate at reasonable cost.

**15.0 POSTPONEMENT OR CANCELLATION**

Postponement or cancellation of confirmed Applications prior to Audits shall be 14 working\_days ahead in writing to EFRC and vice-versa. The entire fees is Non-Refundable if exceed 7 working days

**16.0 CONFIDENTIALITY AND LIABILITY**

Whilst every reasonable care is taken by EFRC to ensure that the service given to the Client is correct, EFR shall not be liable or responsible for any loss damage or claim of whatsoever nature including pure economic loss and any consequential loss however arising, occasioned by the implementation of such service. EFRC take reasonable care to ensure confidentiality of clients proprietary. **In the end if** any incidents outside EFRC capability, EFRC **shall** not be held legally **responsible** in case of loss of confidentiality. Likewise EFRC will informed in writing **any incident if known to EFRC**.

**17.0 USE OF CERTIFICATES, CERTIFICATION AND ACCREDITATION MARKS (Logos) AND CERTIFICATED STATUS.**

EFRC & ASCB Marking Policy:

“Organisations shall be permitted to use the EFR CERTIFICATION Mark and that of its Accredited **Accreditation** Body and make reference to them, only for the duration, activities, standards, addresses and scope for which they have been assessed and have received a certificate”.

17.1 The certificate remains, at all times, the property of EFRC and ASCB(E) and shall be returned upon request.

17.2 The certification mark and any accompanying accreditation or regulation mark may be applied only with regard to the clients named on the certificate. Associate companies of the client may not display or make any reference to the client certificated status.

17.3 The accreditation mark and any accompanying certification mark may be applied only with regard to the client’s address(es) named on the certificate.

17.4 Marks and references to certification must be applied so as to avoid ambiguity.

17.5 The mark may not be used on a product or packaging in a manner that implies or could be interpreted as denoting product conformity.

17.6 The certificated organisation shall desist from use of certificates, marks or from making reference to its certificated status if it is

(i) not in good financial standing with EFRC and

(ii) if it has received a Notice of Change of Certificated Status for **withdrawal** of certificate. The certificated organisation shall make immediate provision for deleting reference to certificated status and marks in all stationary, advertisements, web sites and any other medium.

17.7 Where relevant, a certificated organisation in receipt of a Notice of Change of Certificated Status for **withdrawal** of certificate shall advise those of its stakeholders and others who would have a reasonable interest, such as trading partners, customers and registration agencies that their certificate status has been withdrawn.

17.8 The **client** shall not make future provision (i.e. placing advertisements, ordering stationary etc), for use of certificates, marks or from making reference to its certificated status if it is

(i) not in good financial standing with **EFRC** and (ii) if it has received a Notice of Change of Certificated Status for **suspension** of certificate.



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17.9 The certificated organisation shall desist from use of certificates, marks or from making reference to its certificated status if it is (i) not in good financial standing with **EFRC** and (ii) if it has received a Notice of Change of Certificated Status for **withdrawal** of certificate.

17.10 The certificated organisation shall amend its use of certificates, marks and references to its certificated status if it has been advised via a Notice of Change of Certificated Status that its scope of certification has been reduced or amended.

17.11 Organisations should note that accreditation status with ASCB(E) is only valid if the organisation is in good financial and technical standing with EFRC.

**17.0 OTHERS**

- The client shall notify EFRC of any changes relating to legal, commercial, client status or ownership,
- The client cannot refuse an Accreditation Body witness audit of EFRC, at the client premises.
- Access authorization for Accreditation Body representatives or their delegates.
- The only use of the logotype related to the certification scheme is as displayed on the certificate issued by the EFRC
- These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
- These Terms and Conditions may not be modified except by an agreement in writing signed by EFR and the Client.

End of Management System Certification Terms and Conditions.