

Code Of Practices

Document no:	DOC-03	Issue no:	02	Prepared by:	Fatima Sami
Revision no:	01	Issue date:	10-12-2019	Approved by:	Awais Khan

1. Introduction

These codes of practice have been structured in accordance with the applicable requirement of the accreditation body.

2. Scope

The certification body provides Halal Certification services to a company.

3. Confidentiality

The certification body maintains confidentiality at all levels of its organization concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to legal process or required by and accreditation body as a part of the accreditation process. The client's name, location, scope of certification and contact numbers are entered into website which is publicly available via www.ghs-globalhalalservices.com. This will show the status of valid, suspended, cancelled or withdrawn certificates.

4. Organizational Structure

A copy of organizational chart of the certification body showing the responsibility and reporting structure of the organization is available on request.

5. Application for Certification

On receipt of completed questionnaire (provide by the certification body upon request), a proposal is sent to the client outlining the scope and costs of the services together with an application for certification.

Complete Halal certification process flow is publically accessible on our website www.globalhalal.org

6. Client's Obligation

In order to obtain or retain certification, the client shall comply with the following procedures and rules:

- a. The client shall make available to the certification body all documents, sample of products, drawings, specifications and other information required by the certification body to complete the assessment programme and shall appoint a designated person who is authorized to maintain contact with the GHS.
- b. The GHS, if not satisfied that all certification requirements are met, shall inform the client of those aspects in which the application has failed.
- c. When the client receives any complaint related to a product's compliance with requirements of the relevant standard (i.e PS 3733) for any organization in the food chain, a proper record will be maintained and to make these records available to the certification body when requested, to ensure that remedial action has been taken and document the action taken.
- d. Client shall when requested accommodate the presence of observers during assessments e.g. trainee auditors, accreditation auditors etc.



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7. Issuance of Certificate

When the GHS is satisfied that the client meets all the certification requirements, it will inform the client and issue the certificate. The certificate shall remain the property of GHS and may only be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

The certificate will remain valid until its expiry unless surveillance reveals that that the management system or product of the client is no longer meet the Halal standard.

The company reserves the right to decide on case by case bases at its sole discretion that the issuance of certificate will be conditioned to the full payment of the fee's and cost in connection with the said certificate or any prior services performed for the client.

8. Certification Mark

Upon issuance of certificate, the GHS authorize the client to use a designated certification mark. A client's right to use this mark that is contingent on maintaining a valid certificate in respect of the certified management system or products and compliance with the rules governing the use of the mark issued by the GHS. Mark can be used on primary and secondary packaging as well as on all promotion material.

A client who has been authorized to use the mark of the accreditation body must also comply with the rules governing the mark of such body. Improper use of such mark is non-conformity with certification requirements and could result in suspension of certification.

9. Surveillance Audits

Periodic surveillance shall be carried out 2 times in 3 years contract in which 1 surveillance audit may be done on surprise bases as and when required. The client shall give access to all sites and products mentioned in scope in surveillance audits. The client shall maintain a register recoding all customer complaints reported by an enforcing authority or users relating to those covered by the certificate and make this available to the GHS when requested.

10. Recertification

Clients wishing to revalidate certificates approaching the end of their cycles shall apply under the procedure set forth in clause 5. Clients are generally informed of the requirements of recertification during the pre-recertification visit which is last surveillance visit. But sole responsibility for timely filling the recertification application shall be with the client.

11. Extension of Certification

In order to extend the scope of a certificate to cover additional sites or product, client shall complete a new questionnaire. The application procedure outlined in clause 5 will be followed and an assessment will be carried out on those areas/ products not previously covered. The cost extending the scope of certification will be based on the nature of work. Following a successful assessment, an amended certificate will be issued covering those aspects covered by the extended scope.

12. System/ Product Modification

The client shall inform the GHS in writing of any intended modification to the management system, products or manufacturing process which may affect compliance with the standards, norms or



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regulations. The GHS will determine whether the notified changes require additional assessment. Failure to notify the GHS of any intended modification may result in suspension of the certificate.

13. Publicity by client

In compliance with the applicable regulations governing the relevant mark, a client may render public that its relevant products have been certified and may print the Halal certification mark on material relating to the scope of certification. In any case, the client shall ensure that its announcements and advertising material do not create confusion or could otherwise mislead third parties about certified and non-certified products.

14. Misuse of Certificate and Certification Mark

The certification body shall take suitable action at the expense of the client to deal with incorrect or misleading reference to the certification or use of certificates and certification mark. These include suspension or withdrawal of certificate and legal action.

15. Suspension of Certificate

A certificate may be suspended by the certification body for a limited period in cases such as following:

- a) If a corrective action has not been satisfactorily complied with within the designated time limit; or
- b) If a case of misuse as described in clause 14 is not corrected by suitable retractions or other appropriate remedial measures by the client; or
- c) If there has been any contravention of the proposal, application for registration, general condition for system, product and service certification these code of practice; or
- d) If audits are not carried out within the prescribed timeframe.
- e) If the auditor is not given access in surprise surveillance audit.

The client shall not identify itself as certified and shall not use a certification mark on any products that have been offered under a suspended certificate.

The certification body will confirm in writing to the client the suspension of a certificate. At the same time, the certification body shall indicate under which condition the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the certificate have been fulfilled. On fulfilment of these conditions the suspension shall be lifted. If the conditions are not fulfilled the certificate will be withdrawn.

All costs incurred by the certification body in suspending and reinstating a certificate will be charged to the client.

16. Withdrawal of Certificate

A certificate may be withdrawn if (i) the client takes inadequate measures in case of suspension; (ii) product do not conform to the standard; (iii) the GHS terminates its contract with the client. In any of these cases, the GHS has the right to withdraw the certificate by informing the client in writing. The client may give notice of appeal (see clause 18).



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17. Cancellation of Certificate

A certificate will be cancelled if (i) the client advices the certification body in writing that it does not wish to renew the certificate or goes out of business; (ii) the client no longer offers the products or (iii) the client doesn't timely commence application or renewal.

18. Appeals

The client has the right to appeal any of the decisions made by the certification body.

Notification of the intension to appeal must be made in writing and received by the certification body within seven days of receipt.

An appeal form will be sent to the client for completion and must be returned to the GHS within 14 days of the receipt, supported by relevant facts and data for consideration during the appeal procedure. All appeals are forwarded to the GHS and are put before the appeal's committee. The GHS shall be required to submit evidence to support its decision. Any decision of the GHS shall remain in force until the outcome of the appeal.

The decision of the appeal's committee shall be final and binding on both the client and the GHS. Once the decision regarding an appeal has been made, no counter claim by either party in dispute can be made to change the decision.

19. Complaints

If anybody has caused to complain the GHS, the complaint shall be made in writing, without delay, and addressed to the Managing Director of the GHS. If the complaint is made against the Managing Director, the letter of complaint shall be addressed to the accreditation Body.

The complaint shall be acknowledged in writing following receipt. The complaint will then be independently investigated by the certification body and closed and closed on satisfactorily conclusion of the investigation. Following closure the complaint will be informed that the investigation has reached its conclusion.

20. Confidentiality

As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

21. Liability & Finance

GHS undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.



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GHS has its own procedure to calculate & demonstrate the elevated risk arising from its Halal Certification activities for this GHS has undergoes the adequate arrangements like Takaful Islamic Insurance to cover liabilities arising from its operations. GHS due to any other financial pressures do not compromise its impartiality.

Nothing in these General Conditions shall exclude or limit GHS' liability to the Client for death or personal injury or for fraud or any other matter resulting from GHS' negligence or which it would be illegal to exclude or limit its liability.

The total liability of GHS to the Client in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to GHS under the Contract (excluding Value Added Tax thereon).

GHS shall have no liability to the Client for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by GHS of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

GHS shall not be liable to the client or to any third party:

- (a) For any loss, damage or expense arising from
- (i) A failure by Client to comply with any of its obligations herein
- (ii) Any actions taken or not taken on the basis of the Reports or the Certificates; and
- (iii) Any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to GHS;
- (b) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and
- (c) Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

Except for cases of proven negligence or fraud by GHS, the Client further agrees to hold harmless and indemnify GHS and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of the Services or out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

Each party shall take out adequate insurance to cover its liabilities under the Contract.