



**HONG KONG CERTIFICATION SERVICES  
INTERNATIONAL LIMITED**

**REGULATIONS**

**August 2023**

Issue 8

## **FOREWORD**

Hong Kong Certification Services International Ltd (HKCSI) was established in April 2010. We invite a group of quality professionals/ experts from the Hong Kong Community to form the Governing Council. The Council represent interests include: clients of HKCSI, customers of organizations whose management system are certified, representatives of industry trade associations, representatives of governmental regulatory bodies or other governmental services, or representatives of non-governmental organizations, including consumer organizations. We aim at the professionalism in auditing and certification practice. The Governing Council of Hong Kong Certification Services International Limited consists of Chairman, Vice Chairman, Secretary and Council Members.

This document was originally compiled in 2010.

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**SYNOPSIS**

The framework of Hong Kong Certification Services International Limited Regulations is established against the following international practice:

- 1) Relevant ISO/IEC 17021 Standards for management system certification
- 2) Relevant IAF Mandatory documents published by the International Auditing Forum, Inc. (IAF)
- 3) Relevant Regulations and Supplementary Criteria published by Hong Kong Accreditation Service (HKAS)

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# Hong Kong Certification Services International Limited Regulations

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## 1. Introduction

The Regulations (defined below) govern the rules for the Scheme (defined below) operated by HKCSI (defined below) for the certification of organizations with approved Management Systems and Products.

## 2. Definitions

For the purpose of these Regulations, the following terms are defined as below:

“HKCSI”	means Hong Kong Certification Services International Limited, a limited company established for operating the scheme
“Regulations”	means the regulations of the Scheme set out herein.
“The Scheme”	means a scheme to be performed by HKCSI for certifying Applicants/ Participants as having a Management System, an integration of Management Systems or a product that is in accordance with the appropriate international standards, product conformity certification scheme or relevant normative documents.
“Governing Council”	means the governing body of HKCSI
“Chief Executive”	means the secretary of HKCSI – Governing Council, appointed for the time being by the Council to be in charge of HKCSI.
“Applicant”	means an organization that has applied for but has not yet been granted a Certificate.
“Participant”	means an organization which has been granted a Certificate.
“Appeals Panel”	means an independent panel formed for the purpose of hearing appeals in relation to the Scheme. It shall consist of the Chairman of the Council (or his appointed deputy) and at least two other members drawn from the Council. None of the panel members shall have any direct interest in the subject of the appeal.
“Certificate”	means a certificate issued by HKCSI endorsed by one of the Governing Council Members and the Secretary of HKCSI-Governing Council that recognises that the Management System operated by the applicant/ participant having been audited by HKCSI meets these Regulations for management system certification, or the products provided by the applicant/ participant having been evaluated by

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	HKCSI meets these Regulations and associated Product Conformity Certification Scheme.
“Logo”	means the symbol shown in Appendix attached hereto
“Quality Management System”	means a management system to direct and control an organization with regard to quality matters.
“Environmental Management System”	means a management system to direct and control an organization with regard to environmental matters
“Occupational Health and Safety Management System”	means a management system to direct and control an organization with regard to occupational health and safety matters.
“Energy Management System”	means a management system to direct and control an organization with regard to energy matters
“Quality Management System - Customer satisfaction”	means a management system to direct and control an organization with regard to customer satisfaction matters
“Anti-bribery Management System”	means a management system to direct and control an organization with regard to anti-bribery matters
“Information security Management System”	means a management system to direct and control an organization with regard to information security, cybersecurity and privacy protection matters
“ISO 9001”	means the standard for quality management systems – requirements, published by ISO (the International Organization for Standardization)
“ISO 45001”	Occupational health and safety management systems – requirements, published by ISO (the International Organization for Standardization)
“ISO 14001”	means the standard for environmental management systems- requirements, published by ISO (the International Organization for Standardization)
“ISO 50001”	means the standard for energy management systems-requirements, published by ISO (the International Organization for Standardization)
“ISO 10002”	Quality management — Customer satisfaction — Guidelines for complaints handling in organizations, published by ISO (the International Organization for Standardization)

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“ISO 37001”	Anti-bribery management systems, published by ISO (the International Organization for Standardization)
“ISO 27001”	Information security, cybersecurity and privacy protection — Information security management systems, published by ISO (the International Organization for Standardization)
“ISO/IEC 17021-1”	Conformity assessment — Requirements for bodies providing audit and certification of management systems, published by ISO (the International Organization for Standardization)
“ISO/IEC 17021-2”	Conformity assessment — Requirements for bodies providing audit and certification of management systems Part 2: Competence requirements for auditing and certification of environmental management systems, published by ISO (the International Organization for Standardization)
“ISO/IEC 17021-3”	Conformity assessment — Requirements for bodies providing audit and certification of management systems Part 3: Competence requirements for auditing and certification of quality management systems, published by ISO (the International Organization for Standardization)
“ISO/IEC TS 17021-10”	Conformity assessment — Requirements for bodies providing audit and certification of management systems Part 10: Competence requirements for auditing and certification of occupational health and safety management systems, published by ISO (the International Organization for Standardization)
“ISO 14064-1”	Greenhouse gases — Part 1: Specification with guidance at the organization level for quantification and reporting of greenhouse gas emissions and removals, published by ISO (the International Organization for Standardization)

“ISO 14064-2”	Greenhouse gases —Part 2: Specification with guidance at the project level for quantification, monitoring and reporting of greenhouse gas emission reductions or removal enhancements, publish by ISO (the International Organization for Standardization)
“ISO 14064-3”	Greenhouse gases —Part 3: Specification with Guidance for the validation and verification of greenhouse gas assertions, publish by ISO (the International Organization for Standardization)
“IAF Mandatory Documents”	means the relevant documents published by International Accreditation Forum, Inc. for the consistent application of the ISO/IEC 17021 for management system certification
“HKAS Documents”	means the relevant Regulations and Supplementary Criteria published by Hong Kong Accreditation Service, Innovation and Technology Commission, The Government of the Hong Kong Special Administrative Region
“Management System Document”	means information and its supporting medium specifying the practices, resources and interactions of activities relevant to a particular management system.
“System Manual”	means the document specifying the management system of an organization. One aim is to serve as a permanent reference in the implementation and maintenance of that Management System.

### **3. Authority**

- 3.1 HKCSI is the legal authority to operate the Scheme and award certification rights under the Scheme.
- 3.2 HKCSI operates the Scheme under the accreditation of the Hong Kong Accreditation Service (The Government of Hong Kong SAR) using normative accreditation guidelines such as associated ISO/IEC 17021 Standards, relevant IAF Mandatory Documents and HKAS Documents.
- 3.3 These Regulations (as amended from time to time) shall remain in force for so long as a Participant is certified under the Scheme.



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3.4 HKCSI acts through the Chief Executive who, for performing audits under these Regulations, from time to time delegates his functions or any of them to individuals whom he appoints or removes, as he may deem necessary subject to such conditions as HKCSI from time to time imposes.

### **4. Liability for Damages or Compensation**

4.1 HKCSI shall not be under any liability whatsoever for or in respect of:

- i.) any loss or damage whatsoever or howsoever caused arising directly or indirectly associated with the certification of an Applicant/ Participant under the Scheme;
- ii.) any loss of profit, business, revenue, goodwill or anticipated savings;
- iii.) consequential loss or damage suffered by a Participant including any loss or damage resulting from claims brought by any customers of a Participant;
- iv.) the sales of products or rendering of services to the public by an Applicant/ Participant;

4.2 All conditions and warranties on the part of HKCSI implied by statute, common law or otherwise are expressly excluded.

4.3 An Applicant/ Participant shall indemnify HKCSI against any loss (include any economic loss or other loss of profits, business or goodwill), damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by HKCSI whether direct or consequential arising out of any dispute, contractual, tortuous, claims or proceedings brought against HKCSI by a third party claiming relief against HKCSI due to

- i) the certification of an Applicant/ Participant under the Scheme of the breach of these Regulations by an Applicant/ Participant;
- ii) the manufacture, use or sale of any products or the provision of any services by reference to the Logo or Mark or an Applicant/ Participant's certification under the Scheme.

4.4 Without prejudice to clause 4.1 and in the event that the courts of Hong Kong consider an unreasonable exclusion of liability, liability of HKCSI in contract, tort or otherwise to a Participant with respect to any claim arising associated with its acts or omissions in assessing, or certifying a Participant or performing the Scheme shall be limited to no more than ten times the fees received by HKCSI from a Participant in the year in which the alleged liability arose or HK\$100,000 whichever is less.

### 5. Obligations of an Applicant or a Participant

#### 5.1 An Applicant/ Participant warrants that it shall:

- i) at all times comply with these Regulations;
- ii) claim compliance with the Scheme associate only with those activities within the scope of an Applicant/ Participant's certification under the Scheme;
- iii) give the representatives of HKCSI access (without prior notice) in normal operating hours (include shift operation time) to the premises or sites in which work or services the subject of the certification under the Scheme is being performed, include assessing materials, processes, finished products, product testing, methods of operation, records and systems, verifying that the Management System in place is in accordance with the Applicant/ Participant's certification under the Scheme and the associated Product Conformity Certification Scheme, or establishing that an Applicant/ Participant has performed its obligations on withdrawal of certification under the Scheme as described in Clause 9.4;
- iv) give the representatives of accreditation authority access to witness HKCSI audit team performing an audit at the premises or sites in which work or services the subject of the certification under the Scheme and the concerned accreditation;
- v) establish and at all times operates a Management System, or an integration of Management Systems in accordance with the appropriate standards such as ISO 9001, ISO14001 or other normative documents as agreed with HKCSI from time to time in respect of all business activities certified, and make available copies of all or any part of the Management System Documents whenever the Chief Executive requires such to be lodged with HKCSI for reference purposes;
- vi) notify HKCSI promptly of any intended changes to the Management System(s), or changes, which may affect conformity with a Participant's certification pursuant to the Scheme;
- vii) nominate a management representative, one or more deputies authorised to act in the nominee's absence and replacement nominees as it deems necessary (such nominations to be subject to approval by HKCSI) who shall be responsible for all matters in fulfilling the requirements of an Applicant/ Participant's certification under the Scheme;
- viii) provide HKCSI on request samples of materials and samples of products which may be tested by an accredited laboratory to verify conformance to technical standards claimed directly or by inference by a Participant;
- ix) make available to HKCSI, when requested, the records of all complaints and corrective actions taken in meeting the appropriate standards such as ISO

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9001 or other normative documents;

- x) ensure that its documents or reports under certification, or any part thereof, the Logo, the trade marks and trade names of HKCSI are not used in a misleading manner.
- xi) Not to use of any other statements but only “The quality/ environmental/ occupational health & Safety/ energy management system of the company is certified by Hong Kong Certification Services International Limited” on product packaging or in accompany information, if required.
- xii) not use its certification in such a manner that brings HKCSI into defamation, and that it shall not make any statement about its certification that HKCSI may consider misleading or unauthorized;
- xiii) use certification only to indicate that the Participant's Management System is in conformity with the appropriate standards such as ISO 9001, or other normative documents, and do not use the Participant's certification to imply that a product or service is approved by HKCSI for management system certification;
- xiv) produce its products of merchantable quality and provide all its services to customers with all reasonable care and skill.

5.2 An Applicant/ Participant warrants that its official name in the application for certification is true and accurate and solely represents the Applicant/ Participant and not any non-certified entity.

5.3 An Applicant/ Participant warrants that it shall only use its certification associated with its own business (proof of legal status as provided under clause 8.1), and will not imply that any parent, subsidiary, affiliate, partner or other entity is certified by the use of any misleading words.

5.4 The Applicant/ Participant shall warrant that **all information (including documents and records)** are entirely accurate and genuine and not in any way be amended or created for the purposes of certification and that the Applicant/ Participant's continual certification hereunder is based on the strict compliance with this warranty.

5.5 The Applicant/ Participant shall warrant that all the sites within the scope of the certification will be provided to HKCSI prior to each audit and such information is accurate and genuine.

5.6 The Applicant/Participant shall warrant not imply any certification status to the activities and sites that are outside the scope of certification.

5.7 The Application / Participant shall warrant amend all advertising matter when the scope of certification has been reduced to ensure the detail of advertisement tallies with the reduced scope.

5.8 The Application / Participant implementing occupational health and safety management system shall inform HKCSI, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

5.9 The Application / Participant implementing occupational health and safety management system shall notify HKCSI promptly of information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority, provided by the Application / Participant or directly gathered by the HKCSI audit team during the special audit.

### 6 Obligations of HKCSI

6.1 HKCSI understands the importance of impartiality in carrying out the management system and product conformity certification activities. HKCSI manages conflict of interest and ensures the objectivity of the management system certification activities. HKCSI shall use its best endeavours to

- i) send a representative/ representatives to an Applicant/ Participant on occasions at its discretion normally every 9 months in which an Applicant/ Participant is manufacturing goods, operating processes or rendering services for which it is certified for the purpose of verifying that the obligations imposed by the certification under the Scheme and these Regulations are being performed. HKCSI shall verify with the concerned representative/ representatives that he/ they have not offered
  - (a) management system consultancy service to the Applicant/ Participant;
  - (b) specific training courses to the Applicant/ Participant for at least the recent three years;
- ii) not disclose any information about an Applicant/ Participant which is of a confidential nature other than information which is;
  - (a) already in the possession of HKCSI or later comes into the possession of HKCSI without any obligations of confidence from an independent third party who has not derived it from the Applicant/ Participant in question;
  - (b) in the public domain; or
  - (c) disclosed for the sake of accreditation;
  - (d) disclosed to a third party as permitted by the law or where HKCSI is of the reasonable opinion that disclosure would be subject to a public interest defense, or pursuant to any Order of court;
  - (e) disclosed to a third party with written consent of the Applicant/ Participant in question.

6.2 HKCSI shall notify a Participant at its discretion of customer complaints about the quality of its products, processes or services; environmental performance or occupational health and safety performance for the scheme which a Participant is certified.

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- 6.3 HKCSI shall notify an Applicant at its discretion of refusing an application for certification. Such notification shall bear with appropriate explanation.

### 7 Charges

- 7.1 HKCSI shall charge and an Applicant/ Participant shall pay
- i) an application fee;
  - ii) auditor fees shall be charged in respect of the actual man-days spent at the prevailing man-day unit rate for assessments. The assessments include pre-assessment (optional), certification assessment, follow up visit, surveillance visit, reassessment, etc.;
  - iii) an annual maintenance fee for each Certificate granted payable every year. The first annual maintenance fee shall be payable by an Applicant/ Participant upon award of a Certificate. There shall be no refund of the annual maintenance fee if an Applicant/ Participant has suspended, withdrawn or terminated certification for whatsoever reasons;
  - iv) any additional costs incurred by HKCSI due to an Applicant/ Participant's non-compliance with these Regulations, and activities due to Clause 5.1 (v).
  - v) overseas travelling expenses that include meals, transportation and accommodation costs as may be incurred by HKCSI in respect of an Applicant/ Participant from time to time;
- 7.2 HKCSI shall charge all fees that HKCSI believes in its discretion to be fair and reasonable and may increase such fees from time to time without notice to an Applicant/ Participant.
- 7.3 The application and documentation assessment fee (non-refundable) shall be payable by an Applicant upon submission of application, pre-audit (optional), initial certification audit and follow up audit shall be payable in advance before this assessment is performed by HKCSI. surveillance audit, recertification audit, overseas travelling expenses reimbursement and annual maintenance fee of the certificate (non-refundable) shall be payable within 30 days from date of invoice. All fees paid shall be non-refundable and shall not be subject to set-off or deduction.
- 7.4 If an Applicant/ Participant fails to pay any fees on due dates, HKCSI shall be entitled to charge an Applicant/ Participant interest on the outstanding fee at the rate of 4% per annum above the prevailing Prime Rate in force from time to time from the date the payment became due until actual payment is made.

### 8 Certification

- 8.1 An Applicant who satisfies HKCSI that it is capable of complying with these

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Regulations and the Scheme and that it carries on a bona fide business and who gives to HKCSI such undertakings and proof on the Applicant's legal status as it may require shall, subject to the conditions of these Regulations, be entitled to be certified under the Scheme and obtain a Certificate which shall nevertheless remain the property of HKCSI.

- 8.2 A separate Certificate will be issued in respect of each certification for which an application is made. In such circumstances HKCSI shall certify a Business under the Scheme for an initial period of 3 years from the date of acceptance and thereafter certification under the Scheme shall be recertified every 3 years.
- 8.3 Certification is subject to the terms of these Regulations and HKCSI rights there under. If an Applicant/ Participant decides to reduce the scope of certification, suspend or withdraw certification, it must give HKCSI at least 2 months written notice.
- i. In the circumstances of reducing the scopes of certification upon the Participant's voluntary request, HKCSI shall certify the Participant in a reduced scope. If the reduction of the scope of certification based on recommendations from any audit result, HKCSI shall certify the Participant in a reduced scope as an amendment to the current certification cycle,
  - ii. In the circumstances of suspension or withdraw certification upon the Participant's voluntary request, HKCSI shall execute the suspension or withdraw certification accordingly, In these cases, the Participant is obliged to comply with the requirements of clause 9.5 in HKCSI Regulations.
  - iii. In the Circumstances of expanding the scope of certification upon the Participant's voluntary request, HKCSI shall reply the Participant's request together with the proposed audit arrangement. Then, the audit & certification processes shall be held according to the expanded scope. HKCSI shall certify the Participant in an expanded scope as an amendment to the current certification cycle,
  - iv. In the Circumstances of restoring the certification upon the Participant's request in which the period of suspension is not more than 6 months, the Participant must give HKCSI at least 2 weeks written notice. Then, the audit and certification process shall be held as an initial certification process.
- 8.4 An Applicant shall be given a period of three years from the date of application to put in place Management Systems that fulfill the requirements of the Scheme. After the above said period which an Applicant has not been certified, the applicant must submit a new application unless otherwise agreed by HKCSI.

### 9 Certification Rights

- 9.1 If a Participant is temporarily unable to fulfill the requirements of these Regulations, HKCSI shall require the Participant in question to suspend the use of the Logo or any claim to certification under the Scheme with immediate effect until the conditions of certification are resumed satisfactorily.
- 9.2 HKCSI shall withdraw a Participant's certification rights under the Scheme or reduce the scope of such certification by written notice if a Participant;
- i) subject to the bankruptcy laws, enters into liquidation (whether compulsory or voluntary), or an officer of a Participant is convicted of an offence that discredits the reputation and good faith of the Participant as a trader;
  - ii) commits a breach of these Regulations and a written notice specifying the breach is given to the Participant, but the Participant shall not have remedied accordingly within one month.
- 9.3 A Participant shall not, without the written consent of HKCSI assign or otherwise transfer the right to use the Certificate, or any part share or interest therein or its certification under the Regulations.
- 9.4 The withdrawal or suspension of a Participant's certification rights shall (subject to Clause 12) be at HKCSI's absolute discretion. Such decisions or grounds of suspension or withdrawal shall be notified to a Participant in writing and the associated certification status under the Scheme is logged in a Register that is made available to the public.
- 9.5 Upon suspension or withdrawal of a Participant's certification (for whatever reason) a Participant shall warrant that it shall forthwith;
- i) deliver up to HKCSI or destroy in the presence of a representative of HKCSI the Certificate and associated Logos.
  - ii) notify all customers of the termination status where certification is a condition of contract with a customer and where business is active or potentially active with that customer within one year of termination.
  - iii) cease to use the Logo in any manner whatsoever and shall cease to use any other material that may imply that a Participant is certified under the Scheme.
  - iv) cease to operate the business in a manner that may imply that a Participant is certified under the Scheme and cease to hold out any present association with HKCSI.

### **10. Ownership, Use of Logo and Use of Statement**

- 10.1 HKCSI is the beneficial owner of the Logo, and is not aware that the use of the Logo or any Statement on product packaging or in accompanying information will infringe the rights of any third party but gives no warranty as to whether any such third party rights will be infringed. Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The statement shall in no way imply that the product, process or service is certified by this means.
- 10.2 A Participant shall not make any representations, do any act which indicates that it has any right, title or interest in or to the ownership or use of the Logo or use of any Statement on product packaging or in accompanying information that the participant has a certified management system. Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The statement shall in no way imply that the product, process or service is certified by this means.
- 10.3 A Participant undertakes only to use the Logo and the statement pursuant to the provisions set out in Appendix respectively, and will on request give to HKCSI any information as to its use of the Logo and use of Statement. The statement shall include reference to:
- identification (e.g. brand or name) of the Participant;
  - the type of management system (e.g. quality, environment) and the applicable standard;
  - HKCSI issuing the certificate.

### **11. Registration**

Participants shall be registered in the List of Certified Organization published by HKCSI and will be available upon request.

### **12. Appeal**

- 12.1 In the event of a Participant appeals against any decision of HKCSI under these Regulations it shall give written notice to the secretary of HKCSI within 21 clear days after having been officially informed of such a decision.
- 12.2 A meeting of the Appeals Panel shall be held within 30 clear days upon receipt of such notice and the appellant shall be given 7 clear days notice of the time and place



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of such a meeting.

- 12.3 The original decision of HKCSI shall stand (and its effect take place) prior to any meeting of the Appeals Panel. At such a meeting both the appellant and HKCSI executives shall be entitled to be heard in confidence.
- 12.4 The decision of the majority of the Appeals Panel as declared by its chairman shall be final.
- 12.5 The appellant shall be given a written statement of the appeal findings; including the reason for the decision reached, within 21 clear days after the decision of the Appeals Panel is made.
- 12.6 The appellant shall have the right to raise objections to the constitution of the Appeals Panel. Upon receipt of such objection, the Council shall consider the objection and decide whether to change or retain the constitution of the Appeals Panel.
- 12.7 The Council's decision about the objection and constitution of the Appeals Panels shall be final.

### **13. Alterations and Notice**

- 13.1 HKCSI may from time to time alter these Regulations while such alterations shall not affect the right of a Participant to use the Logo or the Certification Mark, or claim to be certified under the Scheme unless or until it shall have been given written notice by HKCSI.
- 13.2 A Participant will be notified of the date by which it must comply with the altered Regulations, which shall not normally be less than six months from the date of notification of the alteration.
- 13.3 After that, HKCSI shall use its best efforts to verify that each Business carries out any necessary adjustments to its procedures and/or Management System within such time as HKCSI considers reasonable.
- 13.4 Any written notice given under these Regulations shall be signed by or on behalf of the party giving it and may be served by sending it by registered post, in the cast of HKCSI or a Participant, to its address for the time being (registered office where applicable).
- 13.5 Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the time of posting and such service shall be sufficient to prove that the notice was properly addressed and posted in accordance with this clause.

### **14. Waiver**

No waiver about failure or delay on the part of HKCSI to exercise any right or

remedy under these Regulations shall be construed, or no single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under these Regulations are cumulative and are not exclusive of any rights or remedies provided by law.

### **15. Governing Law**

The Regulations shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Regulations.

### **16. Handling of complaints**

Upon receipt of a complaint, it shall be confirmed whether the complaint relates to the management activities of a certified client under the current scope of certification or the certification activities of HKCSI. If it is a valid complaint, HKCSI shall deal with it.

- 16.1 If the complaint relates to a certified client, then examination of the complaint shall consider the effectiveness of the certified management system of the concerned client. The complaint would be registered and acknowledged the receipt to the complainant within 10 clear days.

Any valid complaint about a certified client shall also be referred by us to the certified client in question at an appropriate time. We shall follow up the valid complaint to the concerned certified client in a special audit or surveillance audit. HKCSI will notify the complainant the result of the special audit or surveillance audit without disclosing any information about the concerned certified client.

- 16.2 If the complaint relates to the certification services of HKCSI, then examination of the complaint shall consider the effectiveness of HKCSI certification services. The complaint would be registered and acknowledged the receipt to the complainant within 10 clear days. The Chief Executive shall collect the relevant information related to the complaint and invites three members of the Governing Council to hold a hearing. All participants in the hearing shall declare whether they have conflict of interest in the complaint matter. At such a hearing, both the complainant and the HKCSI executives shall be entitled to be heard in confidence. After the hearing, Chairman of the hearing leads his team to investigate the cause of complaint and resolve the complaint accordingly. Then, the Chairman shall provide the complainant a written statement of their findings, including the resolution approach, within 21 clear days after the hearing is made.

## APPENDIX

### Use of Logo and Use of Statement

A Participant shall use the Logo or any statement according to these conditions as shown below.

Conditions:

1. A Participant shall pay special attention to clause 5.1 xi) and 10 about the use of logo and use of statement. The Participant shall not make any representations, do any act which indicates that it has any right, title or interest in or to the ownership or use of the Logo or use of any Statement on product packaging or in accompanying information that the participant has a certified management system. Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The statement shall in no way imply that the product, process or service is certified by this means.
2. The Logo or any Statement shall only be used on correspondence, printed promotional material, and advertisement. It must not be used in connection with products. All proposed uses of the Logo or any Statement which do not clearly fall within the scope of this condition must be referred to HKCSI for approval in writing before being put into effect. A Participant shall use the Logo or the Statement in a fair and reasonable manner on correspondence and promotional material to indicate a Participant is certified under the Scheme. A Participant shall not use the Logo, any Statement or indicate certification under the Scheme in such a manner as to be detrimental to the interests of HKCSI or other certified companies. A Participant shall not advertise by or with reference to the Logo or any Statement in any manner indicating that the products or services offered under the Scheme by a Participant are superior than the same or similar products or services offered by other Participants under the Scheme.
3. The Logo or any Statement shall be used in conjunction with the Participant's name and have the associated certificate number and the applicable management system standard such as ISO 9001 or ISO14001 adjacent to it. The participant shall indicate Hong Kong Certification Services International Limited as the certification body issuing the certificate if the Participant chooses to present the certification status by any Statement. Written permission from HKCSI must be obtained for a Participant who wishes to vary these conditions. The statement shall include reference to:
  - identification (e.g. brand or name) of the Participant;
  - the type of management system (e.g. quality, environment) and the applicable standard;
  - HKCSI issuing the certificate.
4. A Participant shall only use the Logo in the format stipulated by HKCSI and shall

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observe any directions given by HKCSI as to colours and size of the representations of the Logo. The Logo shall not under any circumstances be used directly on or closely associated with products by a Participant in such a way as to imply that the products themselves are certified by HKCSI. A Participant shall not use any mark or device which is confusingly similar to the Logo.

5. A Participant will forthwith discontinue any use of the Logo or any Statement which is unacceptable to HKCSI. and any form of public statement, advertisement or conduct associated with a Participant's certification under the Scheme or its right to use the Logo or any Statement which in the opinion of HKCSI might be misleading.
6. If the scope of certification of a Participant is covered by an accreditation agreement that HKCSI has with an accreditation body, then HKCSI may in its discretion and subject always to payment of relevant fees permit the Participant to use the appropriate accreditation mark(s). The specifications of the relevant accreditation mark(s) and guidelines on how to use the mark(s) in conjunction with HKCSI mark and Logo will be published by HKCSI from time to time.



Amendment History

Issue no. and Date of Issue	Summary of Amendments from the Previous Issue
<p>Issue no.2 of 3 Jan 2012</p>	<p><b>Synopsis</b> Deletion of “ISO/IEC Guide 65 for product conformity certification”</p> <p><b>Content</b> Deletion of Appendix B and rename “Appendix A” as “Appendix”</p> <p><b>Section 2 Definitions</b> Deletion of the terms “Product Conformity Certification Scheme”, “Mark” and “ISO/IEC Guide 65” Addition of the terms “Energy Management System”, “ISO 50001” and “ISO 26000”</p> <p><b>Section 5 Obligations of an Applicant or a Participant</b> Item ix) Deletion of the words “Product Conformity Certification Scheme” Item x) Deletion of the words “Certification Mark” Item xiii) Deleted. Item xiv) Renamed as item xiii)</p> <p><b>Section 9 Certification Rights</b> Item 9.1 Deletion of the words “Certification Mark” Item 9.5 i) Deletion of the words “ and Certification Marks” Item 9.5 iii) Deletion of the words “ or Certification Mark”</p> <p><b>Section 10 Deletion of the word “ or Certification Mark”</b> Item 10.1 Deletion of the words “and the Certification Mark (for Product Conformity Certification)”,...”or the Certification Mark” Items 10.2 Deletion of the words “ or Certification Mark” Items 10.3 Deletion of the words “ or Certification Mark”...”Appendix A and Appendix B”</p> <p><b>Section 11 Registration</b> Revise the words from “or available on the website:www.hkcsi.com” to “and will be available upon request”</p>

Issue no. and Date of Issue	Summary of Amendments from the Previous Issue
Issue no.3 of 3 Aug 2015	<p><b>Synopsis</b> Revise the words from “ISO/IEC 17021 Standard” to “Relevant ISO/IEC 17021 Standards”</p> <p><b>Content</b> Addition of “Amendment History”</p> <p><b>Section 2 Definitions</b> Addition of the terms “ISO/IEC 17021-1”, “ISO/IEC 17021-2”, “ISO/IEC 17021-3”, “ISO 14064-1”, “ISO 14064-2” and “ISO 14064-3”</p> <p><b>Section 5 Obligations of an Applicant or a Participant</b> Item 5.1 iii) Deletion of words “and the associated Product Conformity Certification Scheme” Addition of item 5.5</p> <p><b>Section 7 Charges</b> Item 7.3 Revise the terms from “Surveillance visit, certification reassessment” to “Surveillance audit, recertification audit,”</p>
Issue no.4 of 3 Oct 2015	<p><b>Section 5 Obligations of an Applicant or a Participant</b> Addition of the item 5.6 and 5.7 Addition of the item 6.3 Revise the items 7.3, 8.2, 8.3,10.1, 10.2, 10.3, 16, 16.1 and 16.2 Appendix Revise the ‘Use of Logo (for Management System Certification)’ to ‘Use of Logo and Use of Statement’</p>
Issue no.5 of 3 Nov 2015	<p><b>Appendix</b> Add point 1 to ‘Use of Logo and Use of Statement’</p>
Issue no. 6 of 3 Nov 2018	<p><b>Section 2</b> Add ISO 45001: 2018 and ISO/IEC TS 17021-10 Section 3.2 updated “...associated ISO/IEC 17021 Standards, relevant IAF Mandatory Documents ...” Add section 5.8 and 5.9</p>
Issue no. 7 of 14 July 2022	<p>Section 2 add ISO 10002:2018, ISO 27001:2022 and ISO 37001:2016 Delete OHSAS 18001 and food safety management system. Amend 8.3 iv)</p>
Issue no. 8 of 25 August 2023	<p>Section 5.4, highlighted in red</p>