ATLAS CERTIFICATION

Terms & Conditions

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15/07/2026

ATLAS Certification

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Issue	Amendment & Date	Initials
1ST Release	*July 2017*	*MSH*
2nd Release	*February 2018*	*MSH*
3rd Release	*October 2018 – update to reflect IAF-MD22-2018 requirements*	*MSH*
4th Release	*17 January 2019*	*MSH*
5th Release	*01-07-2019 – addition of rules governing scope extensions (section 3.4)*	*MSH*
6th Release	*01-01-2020 – changes to use of the JASANZ mark*	*MSH*
7th Release	*01-03-2020 – minor textual changes and clarifications of suspension*	*MSH*
8th Release	*05-09-2023 – inclusion of training and ISMS/PIMS requirements*	*ES*
9th Release	*15/07/2026 – general updates, incl. cancellation fee charges*	*MSH*

ATLAS Certification

DEFINITIONS & INTERPRETATION

In these Terms & Conditions, unless the context requires otherwise, the terms used throughout this document have the meanings given below.

ATLAS Certification, we, us or our means ATLAS Certification Pty Ltd and its authorised personnel and contractors.

ATLAS Certification Panel or Panel means the body within ATLAS Certification responsible for making certification decisions.

Appeal Review Board or ARB means the independent board that reviews appeals of certification decisions.

ATLAS Mark or Mark means a Trade Mark owned by ATLAS Certification and licensed to certified organisations.

Certificate or Certificate of Registration means the document issued by ATLAS Certification evidencing a current Certification.

Certification means certification of a Management System as conforming to the relevant Standard(s), granted under these Terms.

Certification Services means the application, audit, assessment, certification, surveillance, re-certification and related services we provide.

Corrective Action means action taken to eliminate the cause of a Non-Conformity and to prevent its recurrence.

Fees means the fees payable for the Services, as notified by us or set out in a quotation or invoice.

GACI or Global ACI means the Global Accreditation Cooperation Incorporated.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

IAF means the International Accreditation Forum.

JASANZ means the Joint Accreditation System of Australia and New Zealand.

Management System means the management system operated by you that is the subject of, or is submitted for, Certification.

Non-Conformity means a failure to fulfil a requirement of the relevant Standard, these Terms or your Management System.

Re-Certification Audit or RC Audit means an audit conducted to renew a Certification at the end of its cycle.

Requirements means the requirements stipulated in the Standard(s) or otherwise stipulated by ATLAS in accordance with these Terms.

Scope of Certification means the products, processes, activities, services and locations covered by a Certification.

Services means the Certification Services and the Training Services (as applicable).

Stage 1 and Stage 2 means the first and second stages of an initial certification audit.

Standard or Standards means the normative standard(s) against which Certification is sought or held.

Surveillance Audit means a periodic audit conducted during the term of certification to confirm continued conformity with the relevant requirements.

Terms or Terms & Conditions means these ATLAS Certification Terms & Conditions, as updated from time to time.

Training Services or Training means training provided by ATLAS Certification in relation to Management Systems.

you or your means the applicant, certified or other organisation to which we provide Services.

Interpretation: the singular includes the plural and vice versa; a reference to a person includes a body corporate; headings are for convenience only and do not affect interpretation; a reference to a Standard or to legislation includes any amendment, replacement or successor to it; and 'including' and similar words are not words of limitation.

ATLAS Certification

1. SCOPE

These Terms & Conditions apply to all our Certification and Training Services provided and are the sole terms of the contract we have with any applicant, certified or other organisation to which we provide our Certification and/or Training Services.
Any variation, addition or exclusion requires prior, written approval from a Director of ATLAS Certification.

2. RIGHTS & OBLIGATIONS

2.1 Your obligations

A. You must cooperate with our assessment processes and procedures necessary to provide our services to you in relation to your certification, including the investigation of any complaints made against your organisation. This includes access to documents, records (incl. internal audit reports and, where relevant, reports of independent reviews of information security), processes, areas and personnel for the purposes of certification, surveillance, re-certification, investigation, and resolution of complaints, etc.;

B. You must ensure that, to the best of your knowledge, all information you provide to us is complete, accurate and true;

C. You must notify us without delay in any of the following situations (as relevant to the Management System for which you are certified or to be certified);
   1. you are subject to any change in direct or indirect beneficial ownership or control;
   2. you are subject to changes in legal, commercial, or organisational status;
   3. significant changes in your organisation or management occur, (including changes in key-management, decision-making managers, or senior technical staff);
   4. changes occur in the key-contact of your organisation towards ATLAS Certification;
   5. you change the address of any of your offices, locations, and sites that form part of the Scope of Certification;
   6. you intend to make changes to the Scope of Certification and/or the scope of your Management System;
   7. you intend to make major changes to the Management System and/or processes or any other change to your Management System where that change is likely to affect the Management System's compliance with applicable requirements;
   8. any significant OHS or Environmental events occurring in or under the control of your organisation, including -but not limited to- serious incidents or injuries, occupational disease and/or any serious regulatory breach necessitating the involvement of relevant regulatory authorities;
   9. you are the subject, or can reasonably expect to become the subject, of any unfavourable publication in local, state, national or industry-associated publication in relation to the products or services or the conduct, compliance, or performance of your organisation where such a publication, in the broadest possible terms, could affect the perception of the effectiveness or integrity of your Management System or the Certification thereof;
   10. a regulatory authority or any other relevant third party takes legal action against you (relevant to the scope of your Environmental and/or OHS Management System);
   11. you cease, or intend to cease, to carry on a business;
   12. you cease to be able to pay your debts as they become due;
   13. any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets, operation, or business;
   14. any step is taken to enter into any arrangement between you and your creditors;
   15. any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator, or other person of the whole or any part of your assets or business; or
   16. where you are a partnership, any step is taken to dissolve that partnership, or a partner dies.

D. You must pay our invoices in full by their due date. Any discounts offered may only be deducted if the conditions which apply to such discounts have been met. This includes payment of any discounted amount specified on the invoice, incl. a discount for on-time payment of the invoice. Any incorrectly applied discount remains payable and may, at the sole discretion of ATLAS Certification, be added to your next invoice.

2.2 Your rights

A. You may reject, where you can provide a reasonable justification to do so, the appointment of a specific person assigned to provide our services to you on our behalf. If you wish to do so, you must notify us in writing immediately after being informed of the appointment of that person.

B. You may terminate our engagement as your certification provider at any time by giving us thirty (30) days' written notice. Upon termination under this sub-clause, you will only be liable to pay for services fully performed and expenses legitimately incurred by us up to the final date of the notice period.

However, if you explicitly selected and agreed to a fixed three (3) year term at the time of your application, you may still terminate the engagement before the fixed period expires, but are required to provide sixty (60) days' written notice and you agree to:

- pay any applicable cancellation fees as detailed in clause 2.4 (I) of these Terms;
- pay a fixed administrative de-registration fee of $450.- plus GST, representing the genuine administrative cost of processing the cancellation, modifying auditor schedules, and updating relevant industry accreditation registers; and
- repay any discounts or fee reductions granted to you solely in exchange for committing to the three (3) year term, calculated as the difference between the discounted rate billed and our standard pay-as-you-go rate for all services performed up to the termination date.

2.3 Our obligations

A. We must behave ethically, professionally and with integrity;
B. We must protect and promote the values of Certification;
C. We must conduct a fair, unbiased, and objective assessment of your Management System;
D. We must provide you with Certification without unnecessary delay when we have verified there is, at our sole discretion, sufficient objective evidence to confirm compliance with all relevant requirements;
E. We must notify you of any changes in the requirements for Certification, including changes in normative Standards and/or, where applicable, our accreditation status;
F. When you have elected to pay our combined Stage 1 and Stage 2 fees upfront (and not pay the 'application fee') and you notify us, prior to achieving Certification, that you no longer wish to proceed with Certification we must calculate the value of the services already provided and determine a credit value which will be held against your account for a period of three years from the original date of application. The credit value shall reflect the total paid minus the waived application fee and the value of services provided up to the moment your notification is received. We are not obliged to provide a refund in lieu of credit being held against your account, except where a refund is required by law; and
G. In case of changes to a normative Standard to which you hold (or have applied for) Certification, we must provide information about the requirements, timeframes and processes for transitioning your Certification to that new Standard and the associated compliance assessment procedures.

2.4 Our rights

A. We may, at our sole discretion, accept or reject any application for certification;
B. We may assign suitably qualified personnel or contractors to conduct any part of our services;
C. We may arrange for an observer, either from an accreditation authority or another representative of ATLAS Certification to witness the services being provided;
D. We may extend the duration of audits and/or conduct additional audits and reviews (whether announced, short-term or unannounced), for which we can charge additional fees:
   - to collect evidence of continued compliance with relevant requirements:
   - in relation to major changes/modifications to your Management System (or other changes that could affect the basis of your certification);
   - to investigate complaints received from third parties; and/or
   - to review corrections and Corrective Actions taken to address identified Non-Conformities;
E. We may assign or transfer our rights and obligations under a contract to another certification body that holds equivalent accreditation, on giving you prior written notice;
F. We may adjust our fees at the start of each calendar year in line with the percentage increase in the Consumer Price Index (All Groups, Capital Cities) as published by the Australian Bureau of Statistics for the preceding 12-month period, without prior notice. In case we plan to increase our fees by more than the CPI, we must provide you with prior notice and if you do not accept such fee increase you may terminate before the increase takes effect without penalty, and fees for services already booked or performed are unaffected;
G. We may require you to pay our fees in advance of our services being provided to you;
H. When you cancel or postpone a previously confirmed service prior to its commencement, we may charge you a cancellation/ postponement fee as follows:

- Cancellations or postponements made **more than 20 business days** prior to the scheduled audit commencement date: No fee will apply.
- Cancellations or postponements made **between 20 to 10 business days** of the scheduled commencement date: A cancellation fee of 30% of the scheduled audit fee will apply.
- Cancellations or postponements made **between 10 to 5 business days** of the scheduled commencement date: A cancellation fee of 60% of the scheduled audit fee will apply.
- Cancellations or postponements **less than 5 business days** of the scheduled commencement date: A cancellation fee of 80% of the scheduled audit fee will apply.

I. In addition to the above, we may also charge you for any costs directly incurred by us in relation to the affected services, including but not limited to travel-related expenses, accommodation, re-booking fees, etc;
J. We may charge you interest on any unpaid amount at a rate of 8% p.a., from the day payment becomes overdue until payment is received;
K. We may cease to discount our fees when you repeatedly do not pay our invoices by their due date;
L. After having sent you at least 2 reminders over a minimum period of 4 weeks from the due date of our invoice, we may engage an external debt collection agency of our choice. Any costs incurred by us as the result of such an engagement may be on-charged to you; and
M. We may update these Terms & Conditions from time to time. We will give you at least 30 days' written notice of any material change. Changes apply to services booked after the notice period; if you do not accept a material change you may terminate without penalty before it takes effect. Changes required by law, by our accreditation body or by the applicable Standard may take effect on shorter notice.

3. CERTIFICATION SERVICES

3.1 Granting Certification

Certification is granted at the sole discretion of the ATLAS Certification Panel. Acceptance of any application for certification and/or provision of services does not guarantee the granting of certification.
Certification can only be granted after verification of conformity with the relevant requirements, conducted in accordance with the ATLAS Certification procedures, and when there are no known reasons that would make the granting of certification not appropriate, which may include non-payment of our fees.
Where it is, at our sole discretion, our view that not all relevant requirements have been met, we will not grant certification and notify you in writing, explaining the reasons for our decision.

3.2 Maintaining Certification

Once granted, certification remains valid until the expiry date specified on the certificate, on the proviso you:

- maintain the certified Management System and ensure compliance with all relevant requirements, incl. those specified in the Standard(s) to which you are certified and these ATLAS Certification Terms & Conditions.
- cooperate with the planning and conducting of regular surveillance and re-certification audits as well as the collection of the required evidence of conformity during these audits;
- cooperate with any short-notice audits that we consider necessary to investigate complaints, incidents, the effect of changes to either your Management System or organisation and/or to assess the implementation and effectiveness of Corrective Action taken.

In case of changes to the normative Standard, a transition period may be specified by an external party (such as an accreditation authority) that we have to abide by. Such changes shall be communicated by us as soon as we become aware of them.

3.3 Expanding the Scope of Certification

When you want to expand the Scope of your Certification (after Certification has been issued), either by adding additional products, processes, activities or new locations from which your organisation operates you must submit a written request to do so.
We shall consider such a request and its implications and determine the need for additional activities to be conducted in order to facilitate the request. This may, at our sole discretion, include on-site verification of the new activity, process and/or locations to ensure the Management System adequately covers these activities, processes and/or locations and that the new Scope of Certification is appropriate. Additional fees may be charged for such verification activities.

3.4 Amendments to Certificates

Amendments to Certificates requested by you will incur an administration fee unless such changes occur at the time of a planned Re-Certification Audit. This includes, but is not limited to, changes to your ABN, address(es), business name, scope of certification, etc.

3.5 Suspension of Certification

3.5.1 Grounds for Suspension

We may suspend your Certification at any time when any of the following situations occurs:

- your Management System does not continue to meet requirements or is assessed as not being effective in achieving its intended outcomes;
- the occurrence of a serious incident or a serious breach of relevant regulations where it can be reasonably demonstrated that the certified Management System has been ineffective in preventing such breach and/or has failed to ensure the relevant Certification requirements have been complied with;
- you have failed to determine Corrective Action Plans and/or implement effective Corrective Actions within the required timeframe;
- you have breached these Terms & Conditions (and, where applicable, failed to remedy such a breach as required by us);
- non-payment of our invoices by their due date and following at least 2 reminders being sent by us over a minimum 4-week timeframe;
- you do not sufficiently cooperate with, or facilitate, the planning and/or execution of surveillance, re-certification and/or short-notice audits as required by us;
- a request for voluntary suspension by you.

Suspension of Certification is temporary and can be followed by either re-instatement of certification or cancellation of certification.

3.5.2 Consequences of Suspension

When your Certification is suspended:

- we will notify you of our reasons for suspension;
- we will notify you of specific actions we require you to take and their due dates;
- your Certification is invalid, and you must immediately cease the use of our Marks and Certificates and/or making any other reference, suggestion, etc. that would imply or suggest your Management System is certified to the relevant Standard;
- we may publicly list your Certification as being ‘suspended’ and provide this information to any interested party;
- you must notify us within 2 weeks of the actions you will take to resolve the matter that led to suspension. We require that you also provide a due date for completion of such actions.

After it has been confirmed that the issue that led to your suspension has been addressed as required, the ATLAS Certification Panel will make a decision regarding re-instatement of your certification.

3.6 Cancellation of Certification

If you fail to comply with any of the requirements associated with your suspension (for example when you fail to notify us within 2 weeks of the actions you plan to take to resolve the matter, where you continue to promote your Certification as being valid or when you fail to comply with any other action we have reasonably required you to take) or if it cannot be verified by us that the matter that led to suspension has been resolved within 3 months from the date of suspension, your certification will automatically be cancelled, without a further decision by the ATLAS Certification Panel being required or made.

Cancellation of Certification can also occur on request of a certified organisation or when a certified organisation ceases to exist as a legal entity.

Cancellation is permanent and certification cannot be restored or reinstated. Should the client wish to become certified, a new Application for Certification must be made.

3.7 Reduction of the Scope of Certification

Where the circumstances that led to suspension have only been partially resolved we may, where this is possible and in line with the requirements of the Standard used for Certification, reduce the Scope of Certification to exclude the parts that do not meet the requirements or for which the grounds for suspension have not been sufficiently resolved.

Reduction of Scope can also be requested by a certified client, provided the new Scope of Certification does not deliberately 'cut out' integral parts of a continuous process and/or is not otherwise misleading.

4. APPEAL OF CERTIFICATION DECISIONS

4.1 Grounds for Appeal

You have the right to appeal any certification decision made by the ATLAS Certification Panel if you believe that certification decision to be incorrect as a result of any of the following:

- the Certification decision has not taken into consideration all evidence that was available at the time when the Certification decision was being made;
- during the audit and/or in subsequent review of evidence (including that related to Corrective Action taken/proposed) the correct procedures have not been followed; and/or
- there are special circumstances that should have been considered during assessment or certification decision making.

This includes decisions on granting or expanding certification, upgrading certification to the requirements of a new or upgraded Standard, renewing certification, suspension of certification and/or re-instatement of certification, however suspensions on the basis of non-payment of invoices cannot be appealed.

4.2 Lodging an Appeal

Appeals must be lodged within 2 weeks of being notified of the certification decision. To ensure that appeals lodged include all information necessary to have it reviewed by an independent Appeal Review Board (ARB), appeals must be lodged in writing and include the following information:

- the client name and/or number;
- the date of the Certification decision;
- the grounds for Appeal; and
- any evidence, data, or information relevant to support the grounds for appeal.

On receipt of an appeal, ATLAS Certification shall provide a confirmation of receipt. All Appeals will be recorded in an Appeals register, including results of the review and the outcomes of Appeals.

4.3 Review of the Appeal

Within 10 working days after receipt of an appeal, a formal appeal review will be conducted by the ATLAS Certification Appeals Review Board, consisting of people who have not been directly involved in the assessment process or the certification decision that is the subject of appeal and similarly qualified to members of the ATLAS Certification Panel.

If additional information is necessary to review the appeal, we will contact the appellant, the audit team and/or any other relevant persons or organisations to collect all information necessary to verify the appeal comprehensively.

The review shall consider the grounds for appeal and supporting evidence and review whether:

- the certification decision was supported by appropriate evidence (or lack thereof);
- all relevant procedures were followed;
- there were circumstances that could have affected the certification decision and that were not considered when making the decision;
- the certification decision was correct; and
- there are any other circumstances, including results of any previous appeals, that need to be considered.

4.4 Outcome of the Appeal

If review finds that there is sufficient ground to support the appeal, the appeal shall be GRANTED. This means that the original certification decision will be withdrawn, and a new certification decision is to be made by the ATLAS Certification Panel, taking into consideration the result of the appeal.

This does however not mean that the new certification decision will always be different from the original decision. Where an appeal is granted, we shall conduct an internal investigation in accordance with our corrective action procedures.

If the Appeal review does not reveal any reason to question the legitimacy of the original certification decision, the appeal shall be declined, and the original certification decision will not be revised.

The client will be informed of the Appeal outcome in writing. Under no circumstances shall any discriminatory action ever be taken against a client who has lodged an appeal.

5. USE OF THE ATLAS MARK & CERTIFICATE

5.1 Applicable Terms for Use

A. These Terms, in conjunction with the technical requirements for reproduction in our 'Promoting your Certification' brochure, are the sole terms that apply to the use of any ATLAS Mark.
B. For the use of the JASANZ accreditation symbol in combination with an ATLAS Mark, these Terms must be read in conjunction with any specification for use issued by JASANZ.

5.2 Authorisation for Use

A. Unless otherwise determined, a certified organisation is authorised to use the ATLAS Mark that corresponds with the type of certification held by the organisation, for as long as the certification to the relevant standard remains valid and current;
B. Certified organisations may also be given permission to use the JASANZ accreditation symbol in combination with the ATLAS Mark(s) for certifications for which ATLAS Certification holds current accreditation with JASANZ;
C. the JASANZ symbol shall not be used in isolation and must always be accompanied by an authorised ATLAS Mark;
D. ATLAS Certification can at any time withdraw an organisation's rights to use the ATLAS Mark. On any such occasion this will also automatically terminate any permission to use the JASANZ-symbol.
E. certified organisations are NOT permitted to use the IAF-logo or the GACI-logo which may be depicted in combination with the JASANZ symbol on your Certificate of Registration. Use of the IAF-logo and/or GACI-logo is only for accredited Certification Bodies (such as ATLAS Certification Pty Ltd).

5.3 Obligations for Users

When using the ATLAS Certificate, ATLAS Mark or otherwise referring to its certification, in any medium in which this takes place (such as the internet, publications, brochures, advertising, etc.), the user must:

A. ensure that the ATLAS Certificate and/or ATLAS Mark are/is used in accordance with these Terms and the ATLAS "Promoting your Certification" brochure);
B. ensure that the JASANZ accreditation symbol is used in accordance with these Terms and any additional requirement stipulated by JASANZ;
C. ensure that, when the organisation is certified to a combination of standards to which ATLAS Certification holds JASANZ accreditation and does not hold JASANZ accreditation, the use of the JASANZ symbol does not imply, and cannot reasonably be considered to be implying, that the JASANZ accreditation applies to the non-accredited Certifications;
D. ensure that, when the Scope of Certification does not include all activities, services and/or locations of the organisation, the use of Certificates and ATLAS Marks does not imply, or can reasonably be considered to be implying, that such activities, services and locations are included in the Scope of Certification;
E. ensure that when the ATLAS Mark is reproduced this is done in accordance with technical requirements specified in the ATLAS 'Promoting your Certification' brochure;
F. only use the ATLAS Mark or make references to certification in relation to the applicable standard(s) against which certification is held;
G. only use the ATLAS Mark or make references to Certification in relation to activities and sites which are part of the Scope of Certification;
H. not use or allow the use of the ATLAS Certificate or ATLAS Mark or refer to certification in any way that is, or could be considered to be, misleading or deceptive, or that could bring ATLAS Certification or certification generally into disrepute or could cause loss of public trust in the certification system;
I. not use the Certificate or ATLAS Mark in a manner which could imply that a product, process, or service is certified or otherwise imply product conformity. This includes but is not limited to use of ATLAS Marks on products and/or on product packaging, laboratory tests, calibration or inspection reports or certificates, Certificates of Analysis, etc.; (*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 and/or identification plates are considered as part of the product);*
J. in case of breaches of any of the conditions for use of the certificate or the ATLAS Mark, promptly comply with any directions we may give to limit the effect of the breach, including a direction to cease supply of goods or services depicting the ATLAS Mark or referring to Certification by ATLAS Certification;
K. not change the shape, colours, or appearance of any ATLAS Mark;

L. return to us upon request the original and all copies (whether paper or electronic) of the Certificate and the ATLAS Mark, which remain the property of ATLAS Certification; and
M. ensure that when the ATLAS Mark is displayed on the certified organisation's website, it contains a hyperlink to the ATLAS Certification website **(www.atlascertification.com.au).**

5.4 Other References to Certification and/or Compliance

A. Where an ATLAS Certified organisation wishes to refer to its compliance with and/or certification to any Standard to which they are certified by ATLAS Certification, such references shall include:
   - identification of the certified organisation;
   - reference to the type of certified Management System (i.e., Quality, Environment, Occupational Health & Safety) and the relevant Standard; and
   - identification as ATLAS Certification as the certification body issuing the certification.
B. Where an organisation is certified by ATLAS Certification to one or more Standard(s), it cannot claim or make references that imply compliance with or certification to any other standards to which ATLAS Certification provides certification services, unless the organisation is certified to that standard by another certification body that is accredited by a member of the International Accreditation Forum (IAF) and/or the Global Accreditation Cooperation Incorporated (GACI).
C. No references to Certification shall be made in a manner which could imply that a product, process, or service is certified. This includes but is not limited to claims or references to Certification made on products and/or on product packaging, test reports, Certificates of Analysis, etc.

5.5 Consequences of Suspension, Cancellation or Reduction of Scope

In case of suspension, cancellation or reduction of scope of certification, as described in clause 3 of these Terms & Conditions, the use of certificates and ATLAS Marks shall be affected as follows:

A. if the Registration of Certification is suspended, authorisation for use of certificates, the ATLAS Marks and references to certification is also suspended and the organisation must, for the duration of the suspension, discontinue their use;
B. authorisation to use the certificate, the ATLAS Marks or to make other references to certification terminates immediately when certification is cancelled or withdrawn.
C. we may terminate the authority to use the certificate, the ATLAS Marks or to make other references to certification immediately if the organisation fails to remedy breaches of any of the Terms or does not comply with directions in relation to the technical requirements for the use of the certificate, the ATLAS Mark or other references to Certification.
D. On termination of the authority to use the certificate, the ATLAS Mark or to make any other references to certification, the organisation must:
   - immediately cease all use and display of the ATLAS Certificate, the ATLAS Mark, the JASANZ accreditation symbol (where applicable) and any other references to certification;
   - remove the ATLAS Mark, JASANZ accreditation symbol, all copies of the Certificate of Registration and all references to certification under the relevant program by ATLAS Certification from all materials, including (but not limited to) email signatures, other stationery, brochures and websites.

If the Scope of Certification is reduced, either on request of the Licensee or by any other decision made by the ATLAS Certification Panel, the organisation must amend all advertising matter accordingly.

6. ATLAS TRAINING SERVICES

6.1 Training Description

ATLAS Certification may from time-to-time provide training in topics related to the development, implementation and maintenance of Management Systems and/or elements thereof, such as, for example, Internal Auditing.
The training is offered to explain the requirements of the relevant Standard(s) and their typical interpretations and to enhance participant's understanding of these requirements but does not provide specific solutions for any particular business.

6.2 Bookings

Training Participants, or their organisation, are required to pay the relevant training fees at the time of booking to secure their attendance. No bookings can be guaranteed until full payment has been received.

6.3 Cancellations & Refunds

If ATLAS Certification cancels a course, participants will receive a full refund of the training fees paid. If the participant or their organisation cancels with at least 10 working days' notice before the course, we will refund the fees paid less any reasonable costs we have already incurred; for cancellations with less notice, a credit will be available towards a future course, which may be used by another person from the same organisation. Nothing in this clause limits any refund or remedy required by law.
Any difference in fees shall either be charged to the client additionally or remain as credit for future training.

7. CONFIDENTIALITY

7.1 Confidential Information

Parties to this agreement must keep confidential all information that has been provided and/or shared in connection with the contract and provision of services. This includes intellectual property, technical, commercial, financial and personal information related to all aspects of the organisation.

7.2 Non-Confidential Information

Some information is not considered 'confidential' and can be provided by us to third parties, either publicly or on request. This includes:

A. information which is considered 'public knowledge';
B. general information about certified organisations, including:
   - details of their names, tradenames, and address (or geographic location) details;
   - the Scope of their Certification;
   - the status of their Certification;
   - the issue and expiry dates of their Certification; and
   - the normative documents or standard(s) to which Certification has been granted.

7.3 Disclosure of Confidential Information

Under specific circumstances, confidential information can be disclosed to third parties. Such circumstances include:

A. when we appoint a contractor to conduct part of our services and where that contractor has signed a confidentiality agreement with us;
B. when the disclosure is authorised by the other party in writing;
C. situations where the disclosure is required by applicable law or by any government;
D. disclosure to any government or regulatory body in situations where we reasonably believe the health or safety of any person may be compromised if such disclosure is not made; and
E. information that we share with any accreditation authority that is a member of the IAF and/or GACI.
F. Unless we would be prohibited by law from doing so, we shall inform the other party of any disclosure made under clause 7.3 (disclosures required by law, or disclosures to protect health or safety).

8. LIABILITY

Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy you have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) that cannot lawfully be excluded. Subject to those rights, and to the extent permitted by law:
Our liability, in case of any dispute in relation to the provision of our services or any breach of the Terms & Conditions by us, is limited to:

A. providing the services again at no additional cost to you (except for travel related expenses); or
B. the fees (to be) charged for the disputed services provided, not including any disbursement for expenses incurred by us in relation to the provision of those services.

To the extent permitted by law, and subject to the consumer guarantees referred to above, we are not liable for any indirect or consequential loss, or for loss of revenue, profits or business.

9. SAFETY

You must ensure the safety of our staff and contractors during the provision of services at your sites or at sites where you conduct your activities. This includes provision of advice of any safety hazards, training, or inductions and/or any specific access requirements that may apply.

10. SEVERABILITY

If one or more provisions specified in these Terms & Conditions would not be enforceable, such provision(s) must be read down to an extent that is necessary to avoid that result. Where it is not possible to read down such a provision to such an extent, it is to be severed from the agreement without affecting the validity and enforceability of any of the other provisions of these Terms & Conditions.

11. PRIVACY

We collect, hold and use personal information (for example, details of your personnel and key contacts) for the purpose of providing the Services and administering your Certification. We handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and our privacy policy available at www.atlascertification.com.au. You must ensure that you are entitled to provide to us any personal information you disclose to us and, where required, that the relevant individuals have been informed of its use for these purposes.

12. GST

Unless otherwise stated, all Fees and other amounts payable under these Terms are exclusive of GST. If GST is payable on a taxable supply we make to you, you must pay us, in addition to the Fee, an amount equal to the GST payable on that supply, on receipt of a valid tax invoice. Terms used in this clause have the meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

13. FORCE MAJEURE

Neither party is liable for any delay or failure to perform its obligations (other than an obligation to pay money) to the extent the delay or failure is caused by an event beyond its reasonable control, including natural disaster, fire, epidemic or pandemic, industrial action, or failure of telecommunications, utilities or government-provided services. The affected party must notify the other as soon as practicable and use reasonable efforts to mitigate the effect of the event.

14. NOTICES

Any notice under these Terms must be in writing and sent to the other party's last notified email or postal address. A notice is taken to be received: if sent by email, at the time of sending (unless the sender receives an automated delivery-failure notification); and if sent by post, three business days after posting.

15. ENTIRE AGREEMENT

These Terms, together with any written quotation or engagement documentation issued by us, constitute the entire agreement between the parties in relation to the Services and supersede all prior representations, arrangements and understandings. To the extent of any inconsistency, these Terms prevail unless we agree otherwise in writing signed by a Director of ATLAS Certification.

16. GOVERNING LAW

Any agreement between us and our clients is governed by the laws of South Australia. The courts of South Australia or the Federal Court of Australia (Adelaide Registry) have exclusive jurisdiction in connection with any such agreement.

Acceptance of these Terms & Conditions implies acceptance of all provisions contained therein.

END OF DOCUMENT###