

1. Introduction

These Scheme Rules have been written in accordance with the requirements under Accredited Certification Schemes and PEFC. **GCL INTERNATIONAL LTD**, hereafter known as "**GCL**" shall comply with all conditions. These Scheme Rules form a part of the contract with each applicant as stated on the quotation.

2. Scope

GCL provides independent third party audits and registration services for companies who have implemented management systems against the following standards/codes of practice:

- The Programme for the Endorsement of Forest Certification chain of custody (PEFC CoC) including controlled wood chain of custody.

3. Confidentiality

- Through this scheme rules, **GCL** shall legally be responsible for the management of all information obtained or created during the performance of certification activities. Except for information that the client makes publicly available, or when agreed between the **GCL** and the client (e.g., for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential. The **GCL** shall inform the client, in advance, of the information it intends to place in the public domain
- GCL** agrees not to disclose any information relating to the clients' business or affairs except information, which is already in the public domain or in their possession before the date of acceptance of the **GCL** quotation/contract.
- When **GCL** is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.
- Client agrees that **GCL** and PEFC have the right to revise the requirements of certification within the period of validity of the certification, including the revision of costs and fees.
- For the purposes of registration verification, information contained on all issued certificates can be verified using the registration number shown on the certificate from the certification check on the **GCL** web site which is located from the following URL www.gcl-intl.com PEFC CoC certificate can also be verified at PEFC database at PEFC.org.
- If the Operator provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

4. General Conditions

GCL basic conditions for gaining and maintaining registration with; are that all applicants agree to and comply with the following rules:

- All information deemed necessary by **GCL** in order to complete the registration process shall be made available to the applicant company.
- If **GCL** are not satisfied that all requirements for registration have been met it shall inform the applicant in writing stating which requirements.
- The applicant agreed that specified information is published, as indicated in the applicable PEFC normative documents.
- The main normative documents (not exhaustive list) applicable to the PEFC Chain of custody certification are PEFC Chain of custody audit PEFC ST 2002:2020 and PEFC ST 2001:2020 PEFC Trademark rules -Requirements. The relevant PEFC normative documents and rules and regulations in its most recent version online can be obtained from <https://PEFC.org>. Any updates from PEFC shall be communicated to the client by mail from time to time. Clients can also voluntarily access PEFC portal through the link <https://PEFC.org> for any updates.
- When the applicant can demonstrate that effective corrective action has been taken within a specified time limit, then **GCL** will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.
- If the applicant fails to take effective corrective action within the time limit then **GCL** may repeat the audit in full at additional cost.
- Identification of conformity shall only apply to site(s) inspected and within the scope of registration as shown on the **GCL** certificate of registration.
- All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial evaluation or re-evaluation until fees have been paid in full. Registration may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.
- Failure to return all certificates of registration shall result in legal action being taken against the operator for unauthorised use of registration and accreditation

- j) The applicant must allow **GCL** to conduct surveillances/re-evaluation visits at the times stated within the individual quotation (Annual visits).
- k) **GCL** offices which hold accreditation directly with an accreditation body or hold "critical location" status are responsible for, and retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.
- l) Client agrees that GCL and PEFC have the right to access confidential information, examine documentation deemed necessary, and access to the relevant equipment, location(s), area(s), personnel, and bodies providing outsourced services to clients;
- m) Client agrees that GCL has the right to use information which is brought to its attention, to follow up on misuses of the PEFC trademarks and of the intellectual property rights held by PEFC;
- n) acknowledge the title of the PEFC's intellectual property rights and that PEFC retains full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights;
- o) Provide to **GCL** and **Accreditation bodies** the right of access to all units of the inspected facilities, including to units where no certified products are processed, stored, or administered, if applicable, and to all relevant documentation and records, including financial records.
- p) The Applicant confirm that in addition to audit notes, **GCL** audit team can collect photographs and hard and soft copies of documents may also be taken by the auditor during the required on-site audit, as back-up to the audit process or in case of suspicion of non-compliance.
- q) the applicant makes all necessary arrangements for
 - 1) The conduct of the evaluation, surveillance, re-evaluation including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and applicant's clients outsourced activities.
 - 2) Investigation of complaints
 - 3) Consider the participation of observers as specified in PEFC ST 2002:2020
- r) The applicant confirms to comply with certification requirements PEFC ST 2002:2020 and PEFC ST 2001:2020 including implementing appropriate changes when they are communicated by the GCL to maintain the certification. Conform to any conditions set by the certification body for granting or maintaining certification.
- s) Client shall ensure that they obtained a 'License Agreement for the PEFC Certification Scheme' and holds the most recent version of the 'License Agreement for the PEFC Certification Scheme' if the client wants to use the PEFC trademark
- t) The applicant discloses current or previous application or certification with PEFC and/or other forestry certification schemes in the last five years.
- u) The applicant confirms that they are not currently engaged, nor will they engage, with another Certification Body to certify them against the same Scope at the same time.
- v) GCL shall analyse and describe the chain of custody operation and/or group or multisite certificate to be evaluated in terms of one or more operational sites;
- w) GCL shall confirm that there is a control system in place capable of ensuring that all the applicable requirements are implemented by every operational site, including non-certified suppliers as part of controlled wood and reclaimed-material verification programs and contractors as part of outsourcing agreements, within the scope of the evaluation;
- x) where applicable, GCL shall carry out sampling of operational sites, non-certified suppliers, contractors, documents, management records, and interviews with personnel sufficient to verify that the control system is being implemented effectively and consistently across the whole scope of the certificate;
- y) GCL shall confirm that any nonconformity is adequately addressed by the organization within the established timelines.
- z) Seek new certification to keep their certification valid.
- aa) Agree to witness audits of PEFC.
- bb) Making claims regarding certification consistent with the scope of certification and not making any claim of conformity (or near conformity) with PEFC certification requirements until and unless certification is granted.

5. Application for Assessment

On receipt of a completed application for quotation form **GCL** will conduct a pre-contract review of the system and a quotation shall be prepared and sent to the prospective applicant, together with these Scheme Rules.

6. Contract Acceptance

Prior to any arrangement being made for an evaluation/audit

- a) the quotation is required to be signed by the applicant. Signature on the quotation/contract indicates formal acceptance of these rules as stated within the quotation/contract.
- b) **GCL** email the briefing about the standard, current manual/standards, implementation manuals, Document checklist, etc. before planning any initial evaluation/audit at client premises. Also the current version of these documents can be download from the GCL website www.gcl-intl.com at [related standard page](#).
- c) Client may submit the completed **GCL** checklist together with client legal, business licenses and other documents such as PEFC coc management system manual, policy/procedures, supplier certificates etc.

7. Main Evaluation/Audit

Audit is carried out in order to verify information and compliance with certification requirements applicable to the client.

Evaluation Requirements

- a) [Evaluation of management systems](#)
- b) [Evaluation at the level of the operational site](#)
- c) Evaluating Organizations against Specific Requirements
 - I. PEFC Standard for Chain of Custody Certification PEFC ST 2002:2020
 - II. PEFC trademark rules – Requirements PEFC ST 2001:2020
 - III. Evaluation of contractors operating under outsourcing agreements

All latest version of the PEFC normative documents can be obtained from <https://PEFC.org/en/document-centre>

8. Certification

- a) On completion of the on-site evaluation the lead auditor reports back to **GCL**. The standard manager of **GCL** shall review the report and supporting information, including the recommendations made by the lead auditor / reviewer and decide whether to grant certification.
- b) For any non-conformities raised, the applicant shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **GCL**. This information shall be reviewed by a qualified lead auditor and the applicant shall be informed of the result via email. Until all the Non-Conformities (Major/Minor) are closed certificate shall not be issued to the client.
- c) Upon acceptance of the corrective actions the standard manager shall review the full report and make a decision. Should the standard manager not accept the report the impartiality committee shall be informed for the purpose of holding an internal appeal.
- d) For any non-conformity or other situation that may lead to suspension the lead auditor shall report to **GCL** and the suspension process shall take effect as defined within these rules.
- e) the certification applies to ongoing production, the certified product continues to fulfil the product requirements
- f) the applicant makes claims regarding certification consistent with the scope of certification
- g) Client agrees that GCL has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of GCL, could affect the outcome of its evaluation;
- h) Client agrees that GCL shall not be obliged to grant or maintain certification, if activities of the client conflict with the obligations of GCL as specified in its accreditation contract with ASI, or which, in the sole opinion of the GCL, reflect badly on the good name of the certification body;
- i) Client agree that GCL has the right to suspend and / or withdraw its certification with immediate effect if, in the sole opinion of the certification body the client is not in conformity with the conditions specified for the maintenance of certification.
- j) GCL shall ensure that all major nonconformities shall be corrected before granting of certification and minor nonconformities shall be corrected within the maximum timeline specified by the certification body. Open minor nonconformities do not prevent granting of certification.
- k) The period of validity for PEFC certification shall not exceed five (5) years.

9. Surveillance/Re-Evaluation

- a) **GCL** shall regularly evaluate clients annually in order to verify whether they continue to comply with PEFC CoC Standards. Mechanisms shall be in place to effectively monitor whether corrective actions have been implemented.
- b) **GCL** shall report and document its annual activities and shall keep clients informed about their certification status.
- c) Re-evaluation/surveillance is a full audit and generally follows procedures outlined in 'Evaluation' Section 7 Evaluation in this document.

- d) Recertification can only be granted when the client has entered into and holds a valid and most recent version of the 'License Agreement for the PEFC Certification Scheme' where the right to use the PEFC trademarks is not suspended and when the client has undergone a Recertification evaluation / audit;
- e) GCL shall ensure that all major nonconformities shall be corrected before granting of (re)certification and minor nonconformities shall be corrected within the maximum timeline specified by the certification body. Open minor nonconformities do not prevent granting of certification;
- f) The specified period of validity of certification may be extended for a single exceptional extension of up to six (6) months in order to permit re-evaluation to be completed, when justified by circumstances beyond the control of GCL and its client. GCL shall take the following steps:
 - I. Record such circumstances.
 - II. Update the entry in the PEFC certification database (info.PEFC.org).

NOTE 1: Justifiable circumstances for an extension exclude problems in planning or scheduling an audit per se.

NOTE 2: It does not apply in the context of chain of custody project certification.

- g) GCL shall control the use and display of licenses, certificates and logos and address cases of detected or reported trademark misuses by GCL clients.
- h) Communicate to the Client to plan the re-audit/surveillance and find out if there are any changes such as change of production units, subcontractors, recipes or new suppliers. Client needs to complete audit checklist, list of suppliers, list of subcontractors etc., GCL will send audit checklist to client by mail and after filling up client will send back the audit report to GCL for review. Normally, the surveillance evaluation shall be conducted once per calendar year but not later than 15 months after the last evaluation (determined by the date of the field visit or desk evaluation). Otherwise the certificate has to be suspended.
- i) Re-evaluation shall planned and conducted in due time to enable for timely renewal before the certificate expiry date.
- j) The re-evaluation activity shall include the review of previous surveillance audit reports and consider the performance of the management system over the most recent certification cycle.

10. Use & Mis-Use of PEFC Trademarks and certification

Once a certificate has been issued, then the applicant shall implement system for PEFC trademark approval from PEFC or the PEFC Recognized body.

The PEFC trademarks marks shall only be used as specified in PEFC trademark use standard Requirements for use of the PEFC® trademarks by certificate holders PEFC ST 2001:2020. Other conditions are as follows related to certification:

- a) That no misleading statements are implied or made regarding certification.
- b) That no certification document is used in a manner that would mislead applicants or registered companies or the public in general
- c) Upon suspension, withdrawal or cancellation cease with immediate effect and at its own expense remove all uses of PEFC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials. etc., and return the certificate to GCL or destroy the original, and commit to destroy any electronic copies and printed copies in their possession;
- d) Should a scope of registration be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **GCL**, prior to any updated certificate being issued.
- e) GCL shall exercise the control as specified by the PEFC over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
- f) The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- g) That nothing is implied or an impression is given that certification activities are outside of the scope of certification.
- h) Not to use certification in any way as to bring into disrepute the credibility of **GCL**, ASI and PEFC that could affect public trust, confidence or bring GCL, PEFC or ASI into disrepute.
- i) Not make any statement regarding its certification that may be considered misleading or unauthorized.
- j) in making reference to its product certification in communication media such as documents, brochures or advertising, the applicant complies with the requirements of the GCL or as specified by the certification scheme.
- k) GCL shall only approve maintenance of certification when their client
 - i. conforms and continues to conform with all GCL's conditions for maintaining certification.
 - ii. conforms with all GCL's and PEFC's requirements regarding claims, logos, certification marks or trademarks.
 - iii. corrects any nonconformities with applicable PEFC normative document(s) within the maximum period specified by GCL;
 - iv. undergoes surveillance as determined by the certification body and as required by PEFC;

- v. holds a valid version of the 'License Agreement for the PEFC Certification Scheme', where the right to use the PEFC trademarks is not suspended

l) The PEFC logo on the issued certificate only refers to the client organisation's compliance with the PEFC certification scheme and does not provide the client organisation with the right to use the PEFC trademarks.

11. Termination, reduction, suspension or withdrawal of Certification

Upon suspension, withdrawal or cancellation.

- i. Immediately cease to make any use of any PEFC trademarks, or to sell any products previously labeled or marked using the PEFC trademarks, or to make any claims that imply that they conform with the requirements for certification.
- ii. Identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records.
- iii. Co-operate with GCL and with PEFC in order to allow GCL or PEFC to confirm that these obligations have been met.
- iv. GCL shall update the certification status in the PEFC certification database (info.PEFC.org), together with the effective date and reason of suspension or withdrawal within three (3) days of the suspension or withdrawal and send a letter of notification to clients whose certification has been suspended or withdrawn.

a) Suspension

- i. because of continued misuse or incorrect references to the certification scheme, or misleading use of licences, certificates, and marks of GCL
- ii. failure to implement corrective action within the specified time scale as a result of concern identified at Evaluation/Audit.
- iii. any other breach of the **GCL** quotation and/or Scheme Rules.
- iv. when five (5) or more major non-conformities are raised during any visit, after the Initial evaluation.
- v. under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.
- vi. the standard manager of **GCL** shall write to the registered client outlining the suspension conditions and how the suspension can be lifted

b) Scope Extension and Reduction

Should a reduction or extension in scope be recommended by a **GCL** Lead auditor has to be noted in the report and the Standard Manager informed.

The conditions necessary for GCL to change the scope of certification shall include the following requirements:

- I. the change of scope shall not include or result in an extension of the certification's expiry date beyond the time period for which it was originally granted;
- II. where applicable, the old certificate shall be returned to GCL or destroyed by the client, and a new certificate issued reflecting the change of scope.

NOTE 1: An increase or decrease in the Participating Sites of a group certification is not considered a change of scope unless, in the opinion of GCL, the change requires significant changes to the group certification holder's management systems.

NOTE 2: A change of scope may be necessary as a result of changes in ownership, structure of the organization, or management systems.

c) Withdrawal

Such withdrawals could be as a result of:

- i. failure to respond to requests/time scales made by **GCL** after suspension of certification. In the case of suspended certification, the information that the maximum duration of suspension is twelve (12) months (or in exceptional cases up to eighteen (18) months and after this period, the certification will be withdrawn
- ii. failure of an applicant to settle an account with **GCL** within 1 month of formal notification of a failure to settle an account.
- iii. voluntary withdrawal, in such a case **GCL** require this in writing.

- iv. the certificate of registration shall be returned to **GCL** when **GCL** has informed the applicant that withdrawal has been complete. No copies of certificates shall be used or logos displayed after withdrawal has taken place

12. Appeals

If the applicant is not in agreement with the Lead auditor's recommendation after an Initial/annual/re-evaluation then they are at liberty to lodge an appeal with the CEO of **GCL**. The Applicant shall support his/her reasons by objective evidence.

All appeals will be heard by a Appeal-Committee of the **GCL** Impartiality Committee. The Appeal-Committee may hear evidence from the applicant's representative and the Lead Auditor. The decision of the Appeal-Committee is final and binding on both the Applicant and **GCL**. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

In case of any appeal, information related to handling of appeals can be found at (<https://www.gcl.uk/about-us/appeals/>)

13. Complaints

a) General Requirements

GCL shall register all complaints with PEFC.

All applicants are required to maintain a log of all customer complaints raised against them. This log must be available for review during all type of audits. This log shall also be available to **GCL** staff, PEFC upon request. Also, the applicant

- I. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, and

- II. document the actions taken;

b) Complaints from Applicants Regarding Auditor

If an applicant has a complaint about the conduct of any **GCL** auditor then this should be sent in writing to the **GCL** CEO. If the complaint involves the CEO or Standard Manager then the complaint is to be addressed to the Chairman of the Impartiality Committee of **GCL**. If complainant not satisfied with the result then it can be addressed to ASI and ultimately to PEFC.

c) Complaints from Users of Applicants Products & Services

For complaints received from users of client's products and/or services shall be lodged and then acknowledged to the complainant.

Follow-up shall then be taken with the registered company in question.

Note: If fraud or other misrepresentation is found to exist, the **GCL** will take appropriate action as specified in this document (including extra audit).

The client shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;

d) Complaints by the applicant / certificate holder.

The client agrees that a complaint is first handled according to GCL compliant handling mechanism and if not resolved client shall refer to ASI and ultimately to PEFC, in case of disagreement with the audit findings related to PEFC normative documents.

In case of any Complaint, information related to handling of complaints can be found at (<https://www.gcl.uk/about-us/complaints/>)

14. Witnessed Visits

As part of the on-going surveillance of **GCL**, the applicant agrees to allow representatives from accreditation bodies such as ASI the right to witness **GCL** conducting their audit duties. The fact that an Accreditation Body representative attends an audit will not affect the audit. Also, from time to time **GCL** may have to have trainee auditors or internal audits on an audit team.

15. Short Notice Audits

For applicants that have been suspended or where **GCL** has received complaints then a short notice audit maybe required for follow-up and verification/validation of the implementation of corrective and preventive measures. In such cases the applicant agrees to cooperate with **GCL** audit team members and allow the required access.

16. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

17. Indemnification

In respect of any claim, loss, damage or expense however arising, **GCL's** liability to the applicant shall in no circumstances exceed the amount of **GCL's** fees paid by the applicant. Under no circumstance shall **GCL** be liable for any consequential loss.

18. Impartiality

GCL Auditor shall receive Code of Ethics Acknowledgement letter which shall be signed by Lead Auditor and client at the opening and submit to GCL.

GCL or any **GCL** representative shall **NOT**:

- a) provide management system consultancy which includes: preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a product management system.
- b) allocate auditor(s) for a applicant in where provided internal audit, or other related management system consultancy on the management system, within three years following the end of the consultancy.
- c) certify an applicant when a relationship with a management systems consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified applicants.
- d) outsource any audits to a management consultancy company involved in management systems as described with the scope of these rules.
- e) have within any marketing materials any linkage to management system consultancy.

For any threats to impartiality that are discovered or reported, then the impartiality committee shall be informed and responses shall be made and communicated.

19. Intellectual Property

The ownership of all issued audit reports remains the property of **GCL**.

20. Notification of changes made by the client

- a) Client shall inform **GCL** within ten (10) days of changes in the ownership, structure of the organization (e.g. changes in key managerial staff), certified management systems or circumstances which relate to the implementation of PEFC CoC certification requirements;

21. Amendments to Scheme Rules and Certification

- a) **GCL** reserves the right to amend these scheme rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and all clients informed about the changes.
- b) Applicant should record the Scheme Rules as an "external document" within their management system for document control.
- c) **GCL** shall inform all affected clients of changes to PEFC certification requirements or its own procedures affecting certification requirements, within thirty (30) calendar days that such changes are approved by the approval body.
- d) Clients that were certified prior to the effective date of approval of a new or revised applicable PEFC normative document shall be audited against the requirements of the new or revised document in accordance with the applicable transition requirements.

22. Serious Events, Unannounced or short notice, Extra Audits and Closing-Out of NCN

- a) **GCL** informs the PEFC with the name and certification information of the certified organization. This register will be made publicly available on the website of PEFC.
- b) New information or changes with regards to the certification procedure and requirements in the PEFC will be communicated to third parties through **GCL** website and emailing clients directly.
- c) In the event that the organization becomes aware of legal proceedings with respect to product or legality and there is evidence or suspicion of nonconformity within the certified organization **GCL** can carry out an extra audit to assess the issues.
- d) In serious cases, when certification shall be denied, withdrawn or suspended, PEFC shall be notified immediately.

Unannounced or short notice audits

GCL may conduct unannounced or short notice audits according to specified criteria and conditions and **GCL** has rights to carry out such audits.

Extra Audit

1) An extraordinary event affecting a certified organization or **GCL** may temporarily prevent the **GCL** from carrying out planned audit on-site. When such a situation occurs, **GCL**, operating under the Scheme need to establish (in consultation with certified organizations) a reasonable planned course of action.

2) Particular requirements to address high-risk situations **GCL** may perform an Additional/Extra including unannounced audit if any following issues raised during any audit.

Closing-Out of NCN

a) Initial Evaluation

Minor NCN

Correction and Corrective Action Plan sent to CB within 3 Months Corrective Action Plan completed within 12 Months if review method is onsite followup. If any Minor NCN not closed within 12 months then escalate to the Major NCN.

Major NCN

Correction and Corrective Action Plan sent to CB within 3 Months Corrective Action Plan completed within 3 Months (under exceptional and justified circumstances within six (6) months) if review method is onsite followup.

Note 1: For example: The absence of a valid 'License Agreement for the PEFC Certification Scheme' shall be treated as a major nonconformity which has to be corrected in a period of maximum two (2) weeks. Failure in closing this major nonconformity shall lead to the suspension of certification.

b) Re-Evaluation/Certification

Minor NCN

Correction and Corrective Action Plan sent to CB within 3 Months Corrective Action Plan completed within 12 Months if review method is onsite followup.

If any Minor NCN not closed within 12 months then escalate to the Major NCN.

Major NCN

The occurrence of five (5) or more major nonconformities in a surveillance audit shall be considered as a breakdown of the clients' management system and certification shall be suspended within ten (10) days of the certification decision being taken.

GCL shall suspend certification at latest three (3) months after the closing meeting of a surveillance audit, if a certification decision to maintain the certification cannot be taken due to circumstances beyond the control of GCL

NOTE: Circumstances beyond the control of GCL may include, but are not limited to, the client or other parties preventing the use of audit findings and/ or the delayed or declined acceptance of audit findings or the audit report by the client.

The maximum period that certification may remain suspended is twelve (12) months (upon justification and at the discretion of GCL the timeline may be increased to eighteen (18) months to allow the client to correct nonconformities). After this period, the certification shall be withdrawn, unless all major nonconformities have been successfully corrected and a surveillance audit was conducted in case the timeline of suspension exceeded twelve (12) months.

23 Transaction Verification

The applicant shall cooperate and support CBs and ASI's transaction verification activities by collecting, analyzing, and sharing relevant information related to PEFC transactions in a timely manner (i.e. by providing a response as soon as possible)

24. Change of Certifier (GCL) - Migration, Closure of business or withdrawal of Approval/Accreditation

In the event of GCL closing operations or withdrawal of approval/Accreditation, clients will be informed within thirty (30) calendar days after the reduction, suspension or withdrawal of GCL scope of PEFC accreditation that they have to seek a new CB within six (6) months to keep their certification valid, as applicable

Client agrees that in case of reduction, suspension or withdrawal of the scope of GCL's PEFC accreditation, client' PEFC CoC certification will be suspended within six (6) months after the date of reduction, suspension or withdrawal of the respective scope of PEFC accreditation.

25. Blocking PEFC Certified Clients and Levying Financial Penalty / Compensation

PEFC has the right to block clients and levy financial penalty / compensation in case of false PEFC claim as per the PEFC-PRO-10-003 V1-0 EN - Calculating financial penalty/compensation fee and processing evidence for Blocked organizations.

27. PEFC Notification Fee

In addition to the audit fee GCL collects the PEFC Notification Fee as defined by the PEFC Council or the PEFC recognized bodies on the behalf of PEFC to be paid to PEFC body on annual basis. This PEFC Notification Fee is based on the annual turnover of the organization including the participating sites. GCL has right to claim the pending PEFC Notification Fee to be paid to the PEFC body in case of wrong classification by client including the past period of certification.

28. Privacy Notice

We take the privacy and the protection of personal information seriously. Our Privacy Notice sets our details about we gather, use and share personal information and about individual privacy rights. How we use personal information depends upon the context in which it is made available to us. Our Privacy Notice is available from our website: <http://gcl-intl.com/privacy-policy-cookies/>

29 Arbitration and Disputes

Any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be settled amicably. If no agreement is reached, the matter will then be referred to an arbitrator nominated by both parties.

30 Applicable Law and Jurisdiction

This Agreement and any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales

31. GCL Policies

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

32. GCL Anti-bribery and Corruptions

GCL follows policies as stated on GCL's website (<https://www.gcl.uk/about-us/policies/>)

