

Terms & Conditions

01-01-2020



ATLAS Certification

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Issue	Amendment & Date	Initials
1 ST Release	July 2017	MSH
2 nd Release	February 2018	MSH
3 rd Release	October 2018 – update to reflect IAF-MD22-2018 requirements	MSH
4 th Release	17 January 2019	MSH
5 th Release	01-07-2019 – addition of rules governing scope extensions (section 3.4)	MSH
6 th Release	01-01-2020 – changes to use of the JAS-ANZ mark	MSH



1. SCOPE

These Terms & Conditions apply to all our Certification 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 Services. Any variation, addition or exclusion requires prior, written approval from the Managing Director of ATLAS Certification.

2. RIGHTS & OBLIGATIONS

2.1 Your obligations

- A. cooperate with our assessment processes and procedures necessary to provide our services to you in relation to certification, surveillance activities, re-certification and any other assessments we require, including the investigation of complaints made against your organisation. This includes provisions for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification, investigation and resolution of complaints, etc.;
- B. ensure that, to the best of your knowledge, all information you provide to us is complete, accurate and true;
- C. 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);:
 - a) you are subject to any change in direct or indirect beneficial ownership or control;
 - b) you are subject to changes in legal, commercial or organisational status;
 - c) significant changes in your organisation or management occur, (including changes in key-management, decisionmaking managers or senior technical staff);
 - d) changes occur in the key-contact of your organisation towards ATLAS Certification;
 - e) you change the address of any of your offices, locations and sites that from part of the Scope of Certification;
 - f) you intend to change the Scope of Certification and/or the scope of your Management System;
 - g) 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.;
 - 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;
 - i) 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,
 - j) 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);
 - k) you cease or intend to cease to carry on a business;
 - I) you cease to be able to pay your debts as they become due;
 - m) any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets, operation or business;
 - n) any step is taken to enter into any arrangement between you and your creditors;
 - o) 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
 - p) where you are a partnership, any step is taken to dissolve that partnership or a partner dies.
- D. pay our invoices in full by their due date. Any discounts offered may only be deducted if the conditions to which such discounts are subject, have been met. This includes payment of any discounted amount specified on the invoice.

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L3, 97 Pirie Street Adelaide SA 5000 www.atlascertification.com.au

ABN: 33 621 487 447



ATLAS Certification

2.2 Your rights

- A. reject, where you can provide a reasonably 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. terminate our engagement as your certification provider at any time (unless when, at the time of applying for Certification, you agreed to sign up for a specific period of time. In that case termination can only occur at the end of that such period, or you can choose to pay out the existing contract, incl. all audit fees and registration fees that would normally occur within the period for which you signed up).

2.3 Our obligations

- A. behave ethically, professionally and with integrity;
- B. protect and promote the values of Certification;
- C. conduct a fair, unbiased and objective assessment of your Management System;
- D. provide you with Certification without unnecessary delay when there is, at our sole discretion, sufficient objective evidence to confirm compliance with all relevant requirements;
- E. notify you of any changes in the requirements for Certification, including changes in normative Standards and/or our accreditation status; and
- F. provide, in case of changes to a normative Standard to which you have (applied for) certification, information about the requirements, timeframes and processes for transitioning your Certification to a new Standard and the associated compliance assessment procedures.

2.4 Our rights

- A. at our sole discretion, accept or reject any application for certification;
- B. assign suitably qualified personnel or contractors to conduct any part of our services;
- C. arrange for an observer, either from an accreditation authority or another representative of ATLAS Certification to witness the services being provided;
- D. extent the duration of audits to collect sufficient information/evidence about your Management System's compliance with relevant requirements, conduct additional audits and/or reviews, whether announced, short-term or unannounced, to collect evidence of continued compliance with relevant requirements, or in relation to complaints received from third parties, and/or to review corrections and Corrective Actions taken (either following suspension or otherwise) for which we can charge additional fees accordingly;
- E. assign any of our benefits or obligations under a contract to a third party at our discretion;
- F. change our Fees at any time without prior notice;
- G. require you to pay our fees in advance of our services being provided to you;
- H. when you cancel or postpone any previously confirmed service, charge you for any costs incurred by us directly or indirectly related to the affected services, including but not limited to travel, accommodation, re-booking fees, etc;
- I. when you cancel or postpone a previously confirmed service less than 2 weeks prior to its commencement, charge you a cancellation fee as follows:
 - Cancellation/postponement notificiation is received by us:
 - < 2 full weeks, > 5 full working days prior to commencement of the service: 25% of total service fees
 - < 5 full working days, >2 full working days prior to commencement of the service: 50% of total service fees
 - < 2 full working days prior to commencement of the service:
- J. charge you interest on any unpaid amount at a rate of 10% p.a., from the day payment becomes overdue until payment is received;
- K. apply a surcharge of 3% for payments you make by credit card;
- L after having sent you at least 2 reminders over a minimum period of 4 weeks from the due date of our invoice, engage an external debt collection agency of our choice. Any additional costs of such an engagement may be on-charged to you; and
- M. update and/or change these Terms & Conditions from time to time.

100% of total service fees



ATLAS Certification

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 do not guarantee the granting of certification.

Certification is only to 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 Keeping Certification

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

- maintain the certified Management System and ensure compliance with all requirements, including the payment of fees, that are necessary to ensure that Certification continues to be appropriate.
- cooperate with regular surveillance and re-certification audits, during which we shall assess continued compliance with relevant requirements;
- 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 Extending the Scope of Certification

When you want to extend 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 Suspension of Certification

3.3.1 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 failed to meet the relevant Certification requirements;
- you have failed to determine 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;
- you do not sufficiently cooperate with, or facilitate, the execution of surveillance, re-certification and/or short-notice audits as required by us;
- a request for voluntary suspension by you.



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

3.3.2 Consequences of Suspension

When your Certification is suspended:

- we will notify you of our reasons for suspension and the actions you must take;
- your Certification will considered invalid and we may publicly list it as being 'suspended';
- you must notify us within 2 weeks of the actions you will take to resolve the matter that lead 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.

3.5 Cancellation of Certification

If we cannot verify that the matter that led to suspension has been resolved within 6 months from the date of suspension, your certification will be cancelled without the need for further decision making by the ATLAS Certification Panel.

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

Cancellation is permanent and certification cannot be restored. Should the client wish to resume Certification, a new Application for Certification must be made, followed by a regular, full initial Certification process.

3.6 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 continue to not meet the requirements or for which the grounds for suspension has 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 be 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 4 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;



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- 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 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 actions 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 annex A, are the sole terms that apply to the use of any ATLAS Mark.
- B. For the use of the JAS-ANZ accreditation symbol in combination with an ATLAS Mark, these Terms must be read in conjunction with any specification for use issued by JAS-ANZ.

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 JAS-ANZ accreditation symbol in combination with the ATLAS Mark(s) for certifications for which ATLAS Certification holds current accreditation with JAS-ANZ;
- C. the JAS-ANZ 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 terminate any permission to use the JAS-ANZ-symbol.



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E. certified organisations are NOT permitted to use the IAF-logo which may be depicted in combination with the JAS-ANZ symbol on your Certificate of Registration. Use of the IAF-logo is only for accredited Certification Bodies.

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 (incl. Annex A);
- B. ensure that the JAS-ANZ accreditation symbol is used in accordance with these Terms (incl. Annex A);
- C. ensure that when the ATLAS Mark is reproduced this is done in accordance with technical requirements specified in Annex A;
- D. only use the ATLAS Mark or make references to certification in relation to the applicable standard(s) against which certification is held;
- E. only use the ATLAS Mark or make references to Certification in relation to activities and sites which are part of the Scope of Certification;
- F. not use or allow the use of the ATLAS Certificate or ATLAS Mark or refer to certification in any way which could be considered misleading or cause confusion or deception or would be likely to deceive or cause confusion or which could bring ATLAS Certification or certification in general into disrepute and/ or could cause loss of public trust in the certification system;
- G. 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);*
- H. an organisation that breaches any of the conditions for use of the certificate or the ATLAS Mark, must
- I. promptly comply with any directions we may give to limit the affect of the breach to cease supply of goods or services depicting the ATLAS Mark or containing references to Certification by ATLAS Certification.
- 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 affect of the breach to cease supply of goods or services depicting the ATLAS Mark or containing references to Certification by ATLAS Certification.
- K. not change the shape, colours or appearance of any ATLAS Mark;
- L. returned 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 (or any other standard to which ATLAS Certification provides certification services), such references shall include:
 - identification of the certified organisation;
 - reference to the type of certified Management System (ie. 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 similar 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).
- 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 chapter 3 of these Terms & Conditions, the use of certificates and ATLAS Marks shall be effected 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 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 JAS-ANZ accreditation symbol (where applicable) and any other references to certification;
 - remove the ATLAS Mark, JAS-ANZ 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 stationary, 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. CONFIDENTIALITY

6.1 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.

6.2 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:
 - a) details of their names, tradenames and address (or geographic location) details;
 - b) the Scope of their Certification;
 - c) the status of their Certification;
 - d) the issue and expiry dates of their Certification; and
 - e) the normative documents or standard(s) to which Certification has been granted.

6.3 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



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E. information that we share with any accreditation authority that is a member of the IAF.
 Unless we would be prohibited by law to do so, we shall inform the other party of any disclosure made under clauses 5.3 C.
 or D.

7. LIABILITY

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.

We shall not be liable for any direct or indirect damages and/or losses, incl. loss of revenue.

8. SAFETY

You must ensure the safety or 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 induction requirements and/or any specific access requirements that may apply.

9. 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.

10. 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.



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Annex A

The ATLAS Marks

An ATLAS Mark may be displayed in any size, however it must not be distorted, must maintain the proportions and format as provided and all text must remain legible. When using the ATLAS Mark, it should be clear to which organisation (or part thereof) the ATLAS Mark belongs. Care must be taken not to misrepresent the status and/or scope of certification.



ISO9001 - Quality Management Systems

Border & tick to be printed in colour

R-000; G-109; B-200

ATLAS and Globe to be black.

The entire logo may be reproduced in mono-colour blue (R-000; G-109; B-200) or black.



ISO14001 - Environmental Management Systems

Border & tick to be printed in colour

R-000; G-168; B-090

ATLAS and Globe to be black.

The entire logo may be reproduced in mono-colour green (R-000; G-168; B-090) or black.



ATLAS Certification



AS/NZS4801– Occupational Health & Safety Management Systems

Border & tick to be printed in colour

R-236; G-050; B-055

ATLAS and Globe to be black.

The entire logo may be reproduced in mono-colour red (R-236; G-050; B-055) or black.



<u>ISO45001 – Occupational Health & Safety</u> <u>Management Systems</u>

Border & tick to be printed in colour R-236; G-050; B-055

ATLAS and Globe to be black.

The entire logo may be reproduced in mono-colour red (R-236; G-050; B-055) or black.



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OHSAS18001 – Occupational Health & Safety Management Systems

Border & tick to be printed in colour

R-236; G-050; B-055

ATLAS and Globe to be black.

The entire logo may be reproduced in mono-colour red (R-236; G-050; B-055) or black.

*Where certification to any combination of ISO45001, AS/NZS4801 and/or OHSAS18001 is held, it is RECOMMENDED that one of the logo's is reproduced in black & white.



HACCP – Food Safety Management Systems

Border & tick to be printed in colour

R-255; G-204; B-000

ATLAS and Globe to be black.

The entire logo may be reproduced in mono-colour yellow (R-255; G-204; B-000) or black.



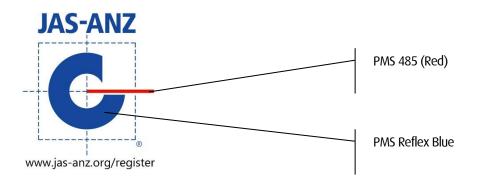
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The JAS-ANZ symbol

There is no requirement to accompany ATLAS Marks with the JAS-ANZ symbol, however where a certified organisation can and chooses to do so, the JAS-ANZ symbol must never be used in isolation and must always be directly next to or underneath an ATLAS Mark.

The JAS-ANZ symbol must be of proportionally equal size to the ATLAS Mark(s) and of sufficient size for text to remain legible.

The relation between the certified organisation's own logo, the ATLAS Mark and the JAS-ANZ symbol must be clear. The colours used must be as specified below.



Whenever the JAS-ANZ-symbol is used, it shall have the text 'www.jas-anz.org/register' underneath as depicted above.

This logo can be represented in any <u>single</u> colour, to conform to existing pre-printed stationery or newspaper and magazine articles.

END OF DOCUMENT###