

**SCHEME OF SUPERVISION AND CONTROL
OF THE
USE OF THE HONG KONG GREEN MARK**

**PART 1: GENERAL REQUIREMENTS AND OBLIGATIONS APPLICABLE
TO ALL CERTIFIED COMPANIES**

GENERAL

Companies that are authorized to use the Hong Kong Green Mark logo are required, under the conditions governing the use of the Hong Kong Green Mark certificate, to abide by this Scheme of Supervision and Control.

This Scheme of Supervision and Control is divided into three parts as follows:

- Part 1 - General requirements and obligations are applicable to all certified companies. All requirements of Part 1 are applicable to all certified companies of the Hong Kong Green Mark Certification Scheme. The specific clauses are included in Part 2 for each certified company.
- Part 2 - Specific environmental management system requirements are applicable to individual certified companies, which relate to provision of a specific operation.
- Part 3 - Environmental objectives applicable to each certified company, which relate to provision of a specific operation.

1.1 BY THE CERTIFIED COMPANY

1.1.1 GENERAL

This Scheme of Supervision and Control (consisting of Part 1, Part 2 and Part 3) shall be adhered to by the holder of the Hong Kong Green Mark Certification Scheme's certified company. During the period of its validity, unless the certified company has given to the Hong Kong Q-Mark Council written notice of intention to change or discontinue any of the specified procedures, and as such, have written to the Council and approved by the Council.

Adequate supervision shall be exercised at all stages on the operation to ensure that the entire operation process covered by the Hong Kong Green Mark Certification Scheme meets the requirements of the applicable standards and regulations at the time of the provision of the service.

The certified company must ensure that the products they supply to customers have met applicable environmental standards, regulatory or statutory requirements.

The Hong Kong Green Mark Scheme shall only be applied to the certified locations specifically listed on the certificate or an endorsement thereto and which meet the requirements of the certificate. All necessary steps shall be taken by the certified company to ensure that any operation not meeting the prescribed requirements do not bear the Hong Kong Green Mark logo.

1.1.2 CHANGES IN SERVICE SCOPE OR PRODUCT MANUFACTURED

The certified company shall give the Council written notice of intention of change in provision of process scope and/or product manufactured. The Council shall justify the necessity of additional audits due to the change.

The Hong Kong Green Mark logo shall not be applied anywhere incorporating such changes unless written approval has been given by the Council.

1.1.3 APPLICATION OF THE HONG KONG GREEN MARK LOGO.

The certified company shall display the HK Green Mark logo with the corresponding certificate number(s) prominently in all certified location(s) and/or on printed material. Before displaying or printing the Green Mark logo, the said design shall obtain prior approval from the Q-Mark Council.

Any certified company that has withdrawn from the Hong Kong Green Mark Scheme voluntarily or has been revoked of the right to use the Green Mark logo by the Council shall immediately stop using the Green Mark logo in public. The certified company shall take effective measure to ensure that the Green Mark logo will not be used by all means. Any articles and/or materials with the Green Mark logo shall be disposed of as soon as possible. The certified company shall also ensure that any object or printed matters with the Green Mark logo, whether they are in the company premises or in the market, are dealt with effectively so that they do not infringe the trademark of Green Mark. The certified company shall also ensure that the Green Mark logo is not used in any promotional materials.

1.1.4. USE OF HK GREEN MARK LOGO

All types of advertisements and/or commercials, whether they be on television, in newspaper, magazine, poster, catalogue, banner, or packaging, which carry the Green Mark logo and/or messages, shall obtain the approval of the Secretariat of the Hong Kong Q-Mark Council prior to releasing them to the public.

1.1.5. CHANGES IN SERVICE LOCATION(S) OR MANUFACTURING LOCATION(S)

The certified company shall notify the Council of any alternations to the certified location(s) and/or any alternations to the manufacturing locations of the Green Mark certified company. The Council shall justify the necessity of additional audit due to such alternation.

1.1.6 SUB-CONTRACTORS

The employment or use by the certified company of any subcontractor in affecting their environmental management system which is covered under the scope of the Hong Kong Green Mark Scheme; the concerned subcontractor shall be subject to approval by the Council. The certified company shall be held responsible at all times for the performance of approved sub-contractors.

1.1.7 PERSON RESPONSIBLE FOR THE HONG KONG GREEN MARK SCHEME

The certified company shall provide the Council with the name or name(s) and title(s) of the person or persons who has been delegated with the responsibility of ensuring that all conditions relating to the use of the Hong Kong Green Mark Scheme and logo are met.

Any changes in such personnel shall immediately notified, and in any case within one month, in writing to the Council.

1.1.8 REGISTER OF COMPLAINTS

The certified company shall maintain register in which details of all complaints (whether verbal or written) shall be recorded.

For each complaint the register shall list the following:

- a) Full details of the nature of the complaint;
- b) The complainant's identity and details;
- c) Action taken to rectify the complained environmental aspect(s) where appropriate;
- d) Action taken to prevent the re-occurrence of a similar complaint.

The certified company shall ensure that this register is available for audit by the auditor of the Council.

1.1.9 COMPENSATION TO COMPLAINANTS

The certified company shall make compensation to the concerned complainant based on the compensation policy as set out by the certified company.

1.1.10 APPROVAL METHOD IN THE USE OF HONG KONG GREEN MARK LOGO IS USED

The certified company shall submit to the Council the method in which to use the Hong Kong Green Mark logo, i.e.:

- a) Displayed at a prominent place in the certified location(s);
- b) In sales literature,
- c) In company's name cards/letterheads;
- d) In all forms of advertisements

The submission shall include all qualifying wordings, illustrations, graphics, images etc. The certified company can only display them after approval has been granted in writing by the Council.

1.1.11 WARRANTIES OR GUARANTEES

Where the certified company provides products and/or services to its customers in which case a warranty or guarantee is included, the Council shall be advised by the certified company of the terms of the warranty or guarantee and its duration.

1.1.12 INDEMNITY

A Business shall be liable for and will indemnify the Hong Kong Q-Mark Council, Federation of Hong Kong Industries (hereby named as "the Council") (together with any person at any time employed by the Council) against any and all liabilities, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Council whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against

the Council by a third party claiming relief against the Council by reason of:

- a) the certification of a Business under the Green Mark Scheme;
- b) the manufacture, use or sale of any products or the provision of any services by reference to the Green Mark Logo or a Business's certification under the Green Mark Scheme.

1.1.13 CERTIFICATE RENEWAL

The Hong Kong Green Mark certificate is renewed once every three years. The certified company shall renew its certificate at least two months before the expiry date so that the Council has enough time to process its request. Failing to do so, the certified company may not be able to renew its certificate timely, which may lead to suspension of the certificate concerned. Besides a late submission fee of HK\$1,000.00 shall be levied.

1.1.14 PAYMENT OF FEES

The certified company shall pay all fees in connection with audit, renewal, administration, as shall from time to time be determined by the Council to be fair, having regard to the costs relating to the maintenance of the certificate. If, for any reason, the certificate is suspended, withdrawn, cancelled or revoked, the certified company shall have to pay all fees for the entire valid certified period under the certificate. The whole amount shall be settled within one month from the date of withdrawal/suspension/cancellation of licence.

1.1.15 RETURN OF GREEN MARK CERTIFICATES

All Green Mark certificates are the property of the Hong Kong Q-Mark Council. Green Mark certified companies are required to return the Green Mark certificates to the Council when any of the following situation(s) occurs:

- a) The Green Mark certified company is required to return all expired Green Mark certificates to the Council within one month when new ones are issued.

- b) When changes in areas like scope of business, certified location(s) and other information different from the original application submitted, the Green Mark certified company is required to return their existing Green Mark certificate(s) to the Council to replace the new one within one month.
- c) If the company is no longer a Green Mark certified company due to suspension, withdrawal or cancellation of its Green Mark certificates; it is required to immediately return all Green Mark certificates to the Council.

1.2 **BY THE HONG KONG Q-MARK COUNCIL**

1.2.1 **SURVEILLANCE AUDIT**

The Council shall quarterly send auditors to the certified company's location(s) for the purpose of verifying that the Hong Kong Green Mark logo is being properly used and that the obligations imposed are being carried out. The auditor will review the records and other audit items as included in the scope of Green Mark certification.

1.2.2 **DISCLOSURE OF AUDIT RESULTS**

The Council shall provide audit results to certified companies after each audit.

1.2.3 **CHANGES IN THE SCHEME OF SUPERVISION AND CONTROL**

The Council shall notify the certified company of any changes in the applicable Scheme of Supervision and Control, and shall give the certified company, in the opinion of the Council, reasonable time to adjust the certified company's processes and related procedures where necessary, and obtain the approval of the Council for such adjustments.

The certified company shall comply with the new requirements in relation to revision of the Scheme of Supervision and Control at a period of time to be specified by the Hong Kong Q-Mark Council.

1.2.4 EXCLUSION OF LIABILITY

The Hong Kong Q-Mark Council, Federation of Hong Kong Industries (hereby named as “the Council”) shall not be liable to a Business for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the certification of a Business under the Hong Kong Green Mark Certification Scheme or the sale of products or rendering of services to the public by a Business (whether or not by reference to the Green Mark logo) and notwithstanding the generality of the foregoing the Council expressly exclude liability for consequential loss or damage suffered by a Business including any loss or damage resulting from claims brought by any clients or customers of a Business, or for loss of profit, business, revenue, goodwill or anticipated savings.

Subject to the above paragraph, above all conditions and warranties on the part of the Council implied by the statute, common law or otherwise are expressly excluded.

1.2.5 SUSPENSION

If the certified company is temporarily unable to comply with the requirements of this Scheme, the Council reserves the right to require the certified company to discontinue the use of the Hong Kong Green Mark logo, until compliance is again achieved.

1.2.6 WITHDRAWAL/CANCELLATION OF CERTIFICATE

If withdrawal/cancellation of the certificate comes into question, the necessary time of notice prior to the withdrawal/cancellation will differ due to the situation that causes it.

Depending on the reason for the withdrawal/cancellation, the following schedule of notice will be followed:

Situation requiring the dispatch of notice that can lead to withdrawal or cancellation	Days of notice prior to withdrawal or cancellation
Certified company wishes to withdraw.	To be specified by the Hong Kong Q-Mark Council
Failure to meet the existing Hong Kong Green Mark Certification Scheme of Supervision and Control	Maximum 30 days
Non-payment of charges to the Hong Kong Q-Mark Council:	Maximum 30 days

The valid period of a Green Mark certificate is three years from the date of issuance. Any certified company who wishes to withdraw her certificate can only do so when the certificate expires. In addition, the certified company shall abide by the payment terms as set out in clause 1.1.14.

After the certified company has signed the certificate renewal form agreeing to renew the certificate for another three years, the certified company shall abide by the payment terms as set out in clause 1.1.13. The certified company cannot withdraw its certificate prior to the expiry date of its certificate.

1.2.7 APPEAL/DISPUTE

All appeals/disputes that may arise in connection with this Hong Kong Green Mark Certification Scheme of Supervision and Control are to be settled in accordance with the internal appeal procedures of the Hong Kong Green Mark Certification Scheme.