

**TERMS AND
CONDITIONS FOR
THE SUSTAINABLE
TOURISM
MANAGEMENT
SYSTEM
CERTIFICATION
SCHEME**

*TERMS AND CONDITIONS FOR THE SUSTAINABLE TOURISM
MANAGEMENT SYSTEM CERTIFICATION SCHEME*

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1 INTRODUCTION

- 1.1 These Terms and Conditions relate to the Sustainable Tourism Management System Certification Scheme for the certification by the Mauritius Standards Bureau of firms according to MS 165.
- 1.2 The Terms and Conditions form part of the agreement between on the one hand MSB and on the other hand each applicant and registered firm.
- 1.3 These Terms and Conditions are intended to be consistent with the MSB Act, and the Regulations made under the Act. If and to the extent that there is any inconsistency between any of these Terms and Conditions with reference to the MSB Act and the Regulations, the MSB Act and the Regulations will prevail.

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2 DEFINITIONS

For the purpose of these Terms and Conditions

- 2.1 **Applicant** means a person or a firm applying for a certificate of registration under the Sustainable Tourism Management System Certification Scheme.
- 2.2 **Assessment** means a verification of the effectiveness of the management system operated by an applicant or a registered firm through the examination of materials, processes, finished products, methods of test, records, systems, services and other activities established by the applicant or registered firm within its management system. It includes a review of the client's management system documented information, onsite audits [initial (stage 1 and stage 2), surveillance and re-certification audits] and preparation of audit report.
- 2.3 **Bought In and Supplied On** means the action of purchasing goods, processes or services from another firm for supply to a customer unchanged.
- 2.4 **Certificate of accreditation** means a written statement, the use of which is granted by an accreditation body to a certification body in order to demonstrate that the accreditation body has concluded that both the certification body and one or more of the certification schemes stated on the certificate, meet the accreditation criteria.
- 2.5 **Certificate of registration** means a document issued by the Director in recognition that the management system operated by the firm is in accordance with the Regulations and these Terms and Conditions.
- 2.6 **'Client'** means the company, organization or individual seeking a certificate of registration.
- 2.7 **Surveillance Audit** means the process of conducting an assessment on a registered firm, which is confined to selected parts of its management system on any one visit but which, over the course of a series of visits, addresses the whole management system.
- 2.8 **Contract** means the Contract between Mauritius Standards Bureau and the Client resulting from the Client's application for a certificate of registration.
- 2.9 **Council** means the Standards Council established under section 5 of the Mauritius Standards Bureau (Amendment) Act 1999.
- 2.10 **Director** means the MSB chief executive officer appointed by the Standards Council to be the Director of MSB and, for the purposes of these Terms and Conditions the Director may delegate his powers with the approval of the Council of the MSB to a specified member of his staff whom he may from time to time appoint to perform any function under 5.3, 5.4, 6.3, 6.5 to 6.10 inclusive hereunder.

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- 2.11 **STMS** means Sustainable Tourism Management System as per MS 165
- 2.12 **MSB** means the Mauritius Standards Bureau established under section 3 of the Mauritius Standards Bureau (Amendment) Act 1999.
- 2.13 **Minister** means the Minister to whom responsibility for the subject of Industry is assigned.
- 2.14 **Product** means the goods, process and/or service provided by an applicant or registered firm.
- 2.15 **Registered firm** means a person or a firm holding a valid certificate of registration issued under section 22 of the Mauritius Standards Bureau (Amendment) Act 1999.
- 2.16 **Regulations** mean the Mauritius Standards Bureau (Sustainable Tourism Management System Certification Scheme (Amendment)) Regulations 2009, 2010, 2017 and 2020.
In these regulations – ‘Principal Regulations’ means the Mauritius Standards Bureau (Sustainable Tourism Management System Certification Scheme) Regulations 2008.
- 2.17 **Registered firm symbols** means those symbols depicted in the First Schedule of the Regulations.
- 2.18 **Scope of registration** means that range of activity of a registered firm that may be stated in the annex attached to its certificate of registration.
- 2.19 **Site** means the location of manufacture of product or of performance of a process or service in relation to the management system.
- 2.20 **‘Stage 1 Audit’** includes but is not limited to a review of the client’s management system documented information. It also evaluates the level of implementation of the management systems and provides a focus for planning the stage 2 audit.
- 2.21 **“Stage 2 Audit”** evaluates the implementation, including effectiveness of the client’s management system.

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3 CERTIFICATION SERVICES

- 3.1 The Client shall complete an application form, which on acceptance by MSB shall form a Contract. (As per second schedule of Regulations.)
- 3.2 Under the Contract, MSB agrees to provide and the Client agrees to accept the Certification Services requested by the Client.
- 3.3 MSB shall inform the registered firm of changes to surveillance frequency, statement of fees, these Terms and Conditions, standards relevant to the certificate of registration, the regulations under which certificate of registration is offered, and MSB scope of accreditation.
- 3.4 In the event of changes notified in 3.3, MSB shall inform the registered firm of any period in which any required changes shall be implemented.

4 CERTIFICATE OF REGISTRATION

- 4.1 The certificate of registration issued to a firm shall be as approved by the Standards Council. It shall state the address of the firm's premises at which registration has been granted. A separate certificate of registration is required in respect of the address of each autonomous premises at which, or from which the firm controls its business (see 4.3.2).
- 4.2 Each certificate of registration may be accompanied by an annex, which shall record the scope of registration of the firm at that address.
- 4.3 The scope of registration given in the annex to the certificate of registration shall state:
- 4.3.1 The range of that firm's capability which has been assessed. That range shall be expressed in terms of the type of activities, products and services as applicable at each site the following as applicable:
- a) Hotels & Accommodations or
 - b) Tour Operators :
 - (i). Inbound Tour Operator / Destination Management Company (DMC)
 - (ii). Land Transport Provider
- 4.3.2 The address and scope of any satellite site which are operated through the management system of the registered firm, which are not themselves autonomous and from which it controls the supply of processes or services which are the subject of its certificate of registration.

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- 4.4 The certificate of registration and its annex are personal to the firm to which they have been issued, which the firm shall not transfer any right to them (subject to 7.19) nor give permission to a third party to use the registered firm symbol, except with the approval of the Director.
- 4.5 The certificate of registration shall remain the property of MSB.
- 4.6 On being issued with a certificate of registration a registered firm shall have the right, subject the Regulations and to these Terms and Conditions, to state it is a MSB registered firm and display the appropriate registered firm symbol in accordance with the requirements of the annex.
- 4.7 A registered firm may also display the logo as allowed by GSTC if the Bureau has been accredited for that scope sector. Such display must be according to the GSTC Criteria Logo - Terms of Use. The registered firm shall seek approval from MSB prior to the use of the GSTC Logo.
- 4.8 The certificate of registration shall be valid for a period of three years from its date of issue and may be renewed for a further period of three years on payment of the renewal fee as specified in the Third Schedule of the Regulations.
- 4.8.1 Following expiry of the certificate, certification can be restored within 6 months provided any outstanding recertification activities are completed , otherwise a stage 2 audit will be conducted.
- 4.8.2 The effective date on the certificate will be on or after the recertification decision and the expiry date will be based on the prior certification cycle.

5 OBLIGATIONS OF AN APPLICANT

- 5.1 An applicant shall provide for the Director;

Documentation of the system

- 5.1.1 A completed application form, as laid down in the Regulations;
- 5.1.2 the management system documented information in respect of MS 165 and the scope of business activity, for which the application has been made;
- 5.1.3 the names of the client representatives as required in 7.7.

Specialised personal safety requirement

- 5.1.4 A list of those processes for which specialized personal protective equipment and training is required (see also 7.10);

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Proposals for using the registered firm symbol

- 5.1.5 The procedures and processes within the management system for controlling the display of the registered firm symbol in promotional material shall be in accordance with the requirements set out in the annexes

Payment of fees

- 5.2 An applicant shall pay to the Director;
- 5.2.1 a non-refundable application fee as specified in the Regulations together with a completed application form;
- 5.2.2 on receipt of an estimate, the fee for the assessment of the firm. Such fee shall cover the Bureau's costs for this activity, whether or not resulting in the issue of a certificate, and shall not be returnable unless work for which the fee is paid is not carried out.

Assessment of the applicant

- 5.3 The applicant shall make available to the Director for assessment access to all those places at which the activities described in the management system are carried out.
- 5.4 During an assessment visit, an applicant shall demonstrate to the Director through the practical implementation of the management system, that it;
- 5.4.1 carries on a regular business in the scope of activity for which it has applied;
- 5.4.2 has a documentation system or the required management system documented information which it complies, which fulfills the requirements of the applicable standard (MS 165) for which the application was made.

Insurances

- 5.5 The applicant shall indemnify MSB against all financial loss as identified under 7.11 and maintain such insurances as are required under 7.11.

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Duration of application

- 5.6 An application for a Certificate of Registration shall last for a period of twelve months.

6 THE DIRECTOR'S OBLIGATIONS

- 6.1 The Director shall, without prejudice to any other rights which he may have, perform the obligations stated below.

Issue of certificates

- 6.2 Where in the opinion of the Director the standard selected by the applicant is not appropriate to the scope of activity for which application has been made, the Director shall inform the Applicant of same and if the Director may deem fit, the Director may decline to proceed with such an application.
- 6.3 Subject to 5.2 the Director shall require the applicant to demonstrate, during an assessment, that the management system satisfies the selected standard within the scope for which it has applied.
- 6.4 The Director shall issue a certificate of registration to any applicant who satisfies the Council that it
- carries on a regular business within the scope for which the application was made, and
 - has a management system, with which it complies.

Post-registration surveillance of registered firms

- 6.5 For the purposes of surveillance and in order to ascertain whether the obligations imposed by the Regulations and the present Terms and Conditions are being complied with, the Director shall delegate his representative for surveillance audits on the premises of the registered firm. Surveillance audit will be conducted at least once a calendar year. The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date.
- 6.6 The Director shall inform the registered firm of the frequency of surveillance relating to its certificate of registration. Reasons shall be provided for any change which increases the surveillance frequency.

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- 6.7 The Director may require, as a condition of issuing or maintaining a certificate of registration, the giving to him of undertakings regarding corrective action to the applicant's or registered firm's management system

Notification of changes

- 6.8 The Director shall inform the registered firm of changes to:
- 6.8.1 The surveillance frequency, as given under 6.5;
 - 6.8.2 the statement of fees, as given under 10.5;
 - 6.8.3 MS 165 standard.
 - 6.8.4 these Terms and Conditions;
 - 6.8.5 the Mauritius Standards Bureau (Sustainable Tourism Management System Certification Scheme) Regulations;
 - 6.8.6 MSB scope of accreditation wherever applicable.
- 6.9 In the event of changes referred to in 6.8.3, 6.8.4, 6.8.5 and 6.8.6, the registered firm shall be informed of the period within which the changes shall be implemented. Where the registered firm is unable to comply with the period of adjustment specified under 6.9.1 the provisions of 6.14 shall apply.
- 6.9.1 The Director shall give the registered firm a period of not less than six months in which to incorporate the changes.

Confidentiality

- 6.10 The Director shall use all reasonable endeavours to keep confidential and not to disclose to any third party information concerning the applicant or registered firm which is of a confidential nature, unless required to do so by Law.

Publicity and promotion

- 6.11 The manner in which the registered firm symbol may or may not be represented and the way in which the registered firm uses any description in close association with the registered firm symbol shall be in accordance with the Regulations and the procedures set out in the Annex 1.

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Complaints about the registered firm

- 6.12 The Director may notify the registered firm of customer complaints (Refer to Annex 2) relating to the conformity or non-conformity of his management system or product. The examination of any valid complaint about a certified client shall consider the effectiveness of the certified management system

Administration of services

- 6.13 The Director shall exercise reasonable skill and care in the execution of such rights and duties delegated to him under these Terms and Conditions and in particular in making any appointment of a person. However the Director shall under no circumstances be personally liable for the acts and/or omissions of any person delegated/appointed by him pursuant to the provisions of the present Terms and Conditions.

6.13.1 MSB shall not be liable for any indirect, consequential or purely economic losses howsoever they may arise.

6.13.2 MSB shall have no obligations, duties or liabilities pursuant to or in respect of any certificate granted under these Terms and Conditions other than those expressed herein and in the Regulations.

Certificate of registration: suspension, withdrawal, reducing the scope of registration or refusal to issue

- 6.14 The Council may, if a registered firm or applicant fails to comply with the Regulations or any of these Terms and Conditions and subject to the provisions of section 8, take such action as it deems appropriate, including:

6.14.1 Suspending, withdrawing or reducing the scope of the certificate of registration;

6.14.2 Refusing to issue a certificate of registration

Such decisions, and the grounds for them, shall be notified to the registered firm or the applicant, in writing.

MSB may restore the suspended certificate if the issue of the suspension has been resolved.

7 A REGISTERED FIRM'S OBLIGATIONS

General Requirements

- 7.1.1 A registered firm shall at all times comply with the Regulations and with these Terms and Conditions and with any decision, requirement or notification by the Director arising from them.
- 7.1.2 A registered firm shall not make or permit any misleading statement regarding its certification.
- 7.1.3 A registered firm shall not use or permit the use of a certification document or any part thereof in a misleading manner.
- 7.1.4 A registered firm shall not imply that certification applies to activities and sites that are outside the scope of certification.
- 7.1.5 A registered firm shall not use its certification in such a manner that would bring MSB, GSTC and/or certification system into disrepute and lose public trust.
- 7.1.6 A registered firm shall pay those fees as appropriate to it under section 10.
- 7.1.7 In the event a complaint about a registered firm is raised, the registered firm shall make all necessary arrangements to allow for the investigation of such complaint.

Documentation of the management system

- 7.2 If the registered firm provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme
- 7.3 A registered firm shall maintain its management system documented information with which it shall comply. Copies of all or any part of the documented shall be made available to the Director as and when required.
- 7.4 A registered firm shall only vary the management system if the result of such variation is that the amended management system will be in accordance with the standard and provided that prior notice of such variation is given in writing to the Director. The Director reserves the right to make a special visit to assess

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changes to the management system which, in his opinion, could significantly affect compliance with the standard.

- 7.5 A registered firm shall establish and maintain within its management system its policy and procedures for Bought In and Supplied On in relation to its scope of registration. That policy shall include the requirement to inform the customer if the alternative supplier is not registered by MSB or another accredited certification body, or its scope of registration does not include that product. It shall inform the Director of changes to the firm's policy; the Director reserves the right to withhold or withdraw registration where that policy is used to mislead, regarding the source of the product or the scope of the firm's registration.
- 7.6 A registered firm shall keep records as required by the standard and retain them for the period defined by Law in Mauritius, whichever is the greater.
- 7.7 A registered firm shall nominate for the Director's records a client representative and one or more deputies authorized to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the management system of the registered firm.

Registration assessment, surveillance, corrective actions and access to accreditation body

- 7.8 A registered firm shall give the Director access during normal working hours to those premises to be assessed under 5.3 and for surveillance required by 6.5, such access being for the purpose of, but not limited to, examining materials, processes, finished products, methods of test, records, systems and services, including the system for actioning complaints received, or establishing that the procedures for the termination of certificates, as described in 7.21, have been carried out. Additionally, the registered firm shall provide, on request, access to MSB's accreditation body assessment teams to witness MSB audit team performing an audit. MSB may undertake random unannounced monitoring visits.
- 7.9 On being required to take corrective action, a registered firm shall promptly initiate the planning and introduction of all necessary corrective actions to resolve the issue and prevent recurrence in respect of all cases of non-compliance in the management system as notified to the registered firm by the Director.

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7.9.1 A registered firm shall carry out those actions arising from 7.9 as soon as possible and in any event within the period required by the Director as specified hereunder:

7.9.1.1 If a minor NC is identified in an audit, a proposed corrective action plan is required within 21 working days of the audit. Corrective actions should be completed within 90 days after the audit.

7.9.1.2 If a major NC is identified during an initial audit (stage 2) or a re-certification audit, a major NC has to be resolved within a period of 1 year, otherwise a further full stage 2 will have to be conducted prior to a certification decision being taken.

7.9.1.3 If a major NC is identified in a surveillance audit, the client must provide objective evidence of root cause analysis and proposed corrective action plan. This should be provided within 14 days of the audit and the major NC closed within a further 28 days.

7.9.1.4 When a recertification audit has not been completed or the verification of implementation of corrections and corrective actions for any nonconformity could not be completed prior to the expiry date of the certification, then recertification will not be recommended and the validity of the certification will not be extended.

7.9.2 A registered firm shall inform the Director, either as required by 7.4 or 7.5 or as the Director may request, regarding the corrective action taken.

Safety requirements

7.10 The applicant or registered firm shall notify the Director of any processes where the staff are required to wear personal protective equipment other than safety footwear or safety spectacles. During an assessment or surveillance visit the applicant or registered firm shall provide the Director with such personal protective equipment, together with training in its correct use where necessary. The Director shall be notified of changes to the requirements for use of personal protective equipment.

7.11 **Indemnities and insurances**

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- 7.11.1 A registered firm shall indemnify MSB against all financial losses and reimburse other costs which MSB may reasonably incur as a result of the registered firm's failure to comply with these Terms and Conditions. This condition shall remain binding on the registered firm after the termination of the certificate of registration for whatsoever cause.
- 7.11.2 An applicant or registered firm shall indemnify MSB in respect of any damages which may be agreed or awarded against MSB, arising in the course of assessments. Such indemnity shall not be applicable if the applicant or registered firm is not responsible for damage caused.
- 7.11.3 The applicant or registered firm shall maintain such insurances as are necessary and to the level required to cover the indemnities referred to above. As and when it is reasonably required to do so, the applicant or registered firm shall produce documentary evidence for inspection by the Director that the insurances required by this clause are properly maintained.

Publicity and promotion

- 7.12 A registered firm shall use the registered firm symbol, or claim by implication that it is entitled to use it, or claim compliance with "The Sustainable Tourism Management System Certification Scheme" only from the address stated on the certificate and in respect of the scope stated in the annex to the certificate of registration, in accordance with the requirements set out in annex 1.
- 7.13 A registered firm shall amend all advertising matter when the scope of its certification has been reduced.
- 7.14 A registered firm shall use the logo as allowed by the accreditation body if its certificate of registration is within the scope of accreditation. Such use shall be in accordance with the requirements of the accreditation body.
- 7.15 The registered firm shall ensure its name and certificate number appears in association with the registered firm symbol.
- 7.16 A registered firm shall make no statement with reference to the registered firm symbol which in the opinion of the Director might be misleading.
- 7.17 A registered firm shall discontinue any use of the registered firm symbol which is unacceptable to the Director and any reference to "The Sustainable

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Tourism Management System Certification Scheme” which in the opinion of the Director might be misleading.

- 7.18 A registered firm shall ensure that:
- 7.18.1 it claims, through its publicity, only to be registered under “The Sustainable Tourism Management System Certification Scheme” in respect of the scope of registration given in annex to its certificate of registration;
 - and
 - 7.18.2 the product(s) it provides shall at all times conform with the relevant agreed specification(s).

Changes to the certificate of registration

- 7.19 A registered firm shall forthwith notify the Director in writing of any change in its name or company registration number, or in the effective control of the registered firm and provide any information and/or documentation in relation thereto as the Director may reasonably require.
- 7.20 A registered firm shall not dispose of, sub-licence, assign, transfer or otherwise deal with its registration, nor confer any privileges, benefits or rights (if any) arising therefrom, without the prior approval in writing of the Director.

Termination of registration

- 7.21 A registered firm shall, if it does not intend to renew the certificate of registration at the end of any licensing period, notify the Director in writing of its intention not to do so at least two months before the expiry.
- 7.22 A registered firm wishing to relinquish its registration shall give at least two months’ written notice to MSB of its intent.
- 7.23 A registered firm shall, upon the **suspension, withdrawal or** termination of its registration for whatever reason, forthwith discontinue the use of the registered firm symbol and accreditation logo, if applicable and all promotional material which contains it or any reference to it and shall return the certificate of registration to the Director.

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8 APPEAL

- 8.1 Where an applicant, registered firm, or any person who is aggrieved by any decision of the Council or Director including-
- a) refusing an application,
 - b) suspending or revoking a certificate of registration,
- and who wishes to appeal against such decision, may appeal to the Minister who may confirm, amend or set aside a decision of the Council.
- 8.2 Such appeal shall be lodged in writing at the Ministry of Industrial Development, SMEs and Cooperatives, Air Mauritius Centre, Port Louis, Mauritius, and where relevant within 10 days of the date on which the decision of the Council has been communicated to the applicant or to the holder of the certificate of registration.
- 8.3 The decision of the Council shall remain in force pending the decision of the Minister and shall not be withheld by reason of an appeal.

9 COMPLAINTS

- 9.1 An applicant, registered firm or any person can make a complaint to the Bureau in writing.
- 9.2 MSB shall be responsible for all decisions at all levels of the complaints handling process.
- 9.3 Submission, investigation and decision on complaints shall not result in any discriminatory actions against the complainant.
- 9.4 Upon receipt of a complaint, MSB shall confirm whether the complaint relates to certification activities that it is responsible for and, if so, shall deal with it. If the complaint relates to a certified client, then examination of the complaint shall consider the effectiveness of the certified management system.
- 9.5 Any valid complaint about a certified client shall be referred by MSB to the certified client in question at an appropriate time.

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- 9.6 The Bureau shall give formal notice of the end of the complaints-handling process to the complainant. The process for handling complaints is set out at Annex 2.

10 FEES

- 10.1 Fees relating to an application or certificate of registration shall be stated in a statement of fees which shall be supplied to an applicant or registered firm. The fee for assessment shall be notified to the applicant or registered firm.
- 10.2 Such fees shall cover the Bureau's reasonable costs of administration of the application or certificate of registration and such reasonable costs as may be incurred in assessment or surveillance.
- 10.3 Application fees and initial assessment fees are payable in advance. All other fees shall be payable by the registered firm within 30 days of the date of invoice.
- 10.4 The applicant or registered firm shall pay any fees relating to his application or certificate of registration calculated and charged in accordance with 10.1 and 10.2.
- 10.5 Whenever the Director proposes to alter the fees he shall, at least two calendar months before the alteration is due to take effect, send written notification of his alteration to the applicant or registered firm.
- 10.6 A registered firm shall pay a final surveillance fee upon termination of the certificate of registration, howsoever determined, if such a surveillance is required by the Director.

11 LEGISLATIVE ENVIRONMENT

- 11.1 Any matter or dispute arising in terms of the present Terms and Conditions will be governed by the laws of Mauritius and the courts of Mauritius shall have jurisdiction in respect of all matters or disputes arising herein.
- 11.2 In case of failure of an applicant or a registered firm to comply with the requirements of these Terms and Conditions, the Director will summon it to comply with such requirements within a delay of ten days. Should this summons not be complied with the Director may take such steps as he considers necessary.

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12 CHANGES TO TERMS AND CONDITIONS

12.1 These Terms and Conditions may be amended by the Council.

13 List of Registered Firms

13.1 A list of registered firms giving the name , relevant normative document, geographic location and scopes of registration shall be kept by MSB and shall be available on MSB's website (msb.intnet.mu)

14 NOTIFICATION

14.1 Each registered firm shall communicate in writing to MSB the address of its registered office to which all notifications will be sent.

14.2 Each firm shall be entitled to change such address from time to time on giving notice thereof in writing to MSB. Until such notice is received by MSB, the latter shall be entitled to forward to such firm all communications at the address submitted previously.

14.3 A registered firm shall inform the Director, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include changes relating to :

14.3.1 The legal, commercial, organizational status or ownership

14.3.2 Organization and management (e.g key managerial, decision making or technical staff)

14.3.3 Contact address and sites

14.3.4 Scope of operations under the certified management system

14.3.5 Major changes to the management system and processes

15 CONFIDENTIALITY

- 15.1 MSB must ensure that its employees and individuals acting on its behalf treat as confidential, and do not disclose to any third party without the prior written consent of the Client or registered firm, any proprietary or confidential information belonging to the Client or registered firm with which MSB becomes acquainted during the term of the Contract except that, where MSB considers it appropriate, MSB may disclose the registered firm's identity and the nature, status, scope or effect of the registered firm's certification registration.
- 15.2 When MSB is required by law or authorized by contractual arrangements such as with the accreditation body to release confidential information, the registered firm shall unless prohibited by law, be notified of the information provided
- 15.3 The registered firm must treat as confidential and not disclose to any third party without the prior written consent of MSB any proprietary or confidential information belonging to MSB.
- 15.4 The obligations of confidentiality under these Terms and Conditions do not extend to information that:
- a) Is rightfully known to or in the possession or control of the receiving party and not subject to an obligation of confidentiality owed by the receiving party;
 - b) Is public knowledge (otherwise than as a result of breach of these Terms and Conditions);
 - c) Is required by an accreditation authority to be disclosed; or
 - d) Is required by law to be disclosed.

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16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Client or registered firm acknowledges that:
- a) MSB is the owner or licensee of copyright, know-how and other intellectual property rights in the Certification Procedures and any associated documentation; and
 - b) No right, title or interest in the Certification Procedures or that documentation is transferred to the Client or registered firm under the Contract.

17 LIMITATION OF LIABILITY

- 17.1 MSB excludes from these Terms and Conditions all conditions and warranties implied by statute, general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('non-excludable statutory condition').
- 17.2 MSB's liability to the Client or registered firm for breach of any express provision of these Terms and Conditions or any non-excludable statutory condition (other than an implied warranty of title) is limited at MSB's option to:
- a) Providing the Certification Services again; or
 - b) Paying the cost of having the Certification Services supplied again.
- 17.3 Except to the extent prohibited by any applicable laws, MSB excludes liability for any loss or damage suffered by the Client or registered firm (whether direct, indirect or consequential) arising in any way out of any services (including defective services) rendered by MSB or out of the Client's or registered firm's management system the subject of certificate of registration by MSB or any negligent act or omission of MSB, its officers, employees, individuals acting on its behalf or , including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

ANNEX 1

RULES FOR

DISPLAY OF REGISTERED FIRM SYMBOL

BY

HOLDERS OF CERTIFICATES

OF REGISTRATION

*TERMS AND CONDITIONS FOR THE SUSTAINABLE TOURISM
MANAGEMENT SYSTEM CERTIFICATION SCHEME*

ILLUSTRATIONS OF USE

The registered firm symbol is the MSB symbol associated with firms whose management systems have been assessed by MSB fulfilling the management objectives set out in MS 165 and who have thus been entered into a register of such firms. The symbol may only be used under authority from MSB. The use of the symbol without authority from MSB is unlawful and MSB is entitled to take all steps to cause such use to cease and to suspend, withdraw, reduce the scope of registration or cancel the certificate of registration in terms of 6.14.

The registered firm symbol signifies MSB confirmation, based on strict procedures, that the management system operated by the firm at the address stated on the certificate of registration conforms with the requirements of MS 165.

The registered firm symbol

- 1 The manner in which the symbol shall appear is shown in this publication. Appropriate art-work is provided to each firm on first becoming registered.
- 2 The registered firm symbol may appear in any colour, provided the colour is uniform throughout.
- 3 The minimum size of display of the registered firm symbol is not specified. However, it shall not be displayed in a size where the resulting printed definition becomes unclear, or the certificate number or written test becomes unreadable to the unaided eye.

The registered firm symbol in advertising, publicity and promotion

- 4 With the exception described in paragraph 6 below, the registered firm symbol shall always appear with the appropriate certificate number written adjacent so as to allow traceability to the certificate of registration and its annex, and together with the relevant standard, as shown below:

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The National Sustainable Tourism Management System Certification Scheme



ST No.....

MS 165

- 5 MSB encourages the use, by registered firms, of the registered firm symbol in their advertising and promotion. Use of the symbol shall be restricted to correspondence, advertising and promotion relating to the registered firm. See paragraph 7 below for limitations of use relating to the firm's scope of registration.
- 6 The registered firm shall identify the scope of registration to which the certificate of registration applies when using the symbol in any context where the scope of registration is open to doubt.

The registered firm symbol used with another firm's name

- 7 Except with specific written permission from the Director, the registered firm symbol may not be displayed in promotion or advertising by any firm other than that stated on the certificate of registration.

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Note – The registered firm symbol relates to the management system operating at a firm, the address of which is given on its certificate of registration. The symbol therefore has no meaning in relation to any other firm or site unless that too has been issued with a certificate of registration.

The registered firm symbol used in conjunction with the mark of an accreditation body

- 8 The Director may submit the MSB management system for the Sustainable Tourism Management System Certification Scheme for assessment by accreditation bodies and thereby become accredited. Where accreditation is attained, firms registered within the scope of MSB accreditation are entitled to display that accreditation body's mark in accordance with conditions issued by the accreditation body regarding the use of their mark.

The GSTC Criteria Logo – Terms of Use is described in annex 3.

- 9 The Director will inform registered firms of the accreditation mark(s) that they are entitled to display.
- 10 Registered firms wishing to display the accreditation mark should contact the Director for a copy of the accreditation body's conditions and implement them in accordance with 7.12 to 7.17.

Statement on product packaging and in accompanying information on the certified client.

- 11 The statement shall include reference to:
- (a). identification of the client
 - (b). the type of management system and the applicable standard;
 - (c). MSB as the certification body
 - (d). the Label as applicable

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THINGS TO AVOID IN PUBLICITY AND PROMOTION

Misuse by implication

- 12 The registered firm symbol is permitted to be used only in association with the scope of activity stated on the registered firm's annex to its certificate of registration.

Misuse in association with misleading statements

- 13 The registered firm symbol signifies certification of the registered firm's management system in relation to MS 165. It is misleading to associate the symbol with statements that the firm's scope of registration is other than that stated in the current annex to its certificate of registration.

ANNEX 2

CUSTOMER COMPLAINTS PROCESS

The MSB Certification Scheme aims to deliver excellent standards of service. If however you are not satisfied with the service provided by ourselves or one of our certified clients, this procedure will tell you how to get in touch with us and how we will deal with your complaint.

Step 1

If you wish to register a complaint with us, kindly notify us by email, telephone call, fax or in writing. Kindly submit full details of the complaint and your contact details.

Please note that any complaint or information that involves criminal activity should be reported to the police.

All MSB certified clients have their own complaint procedure and complaints can be escalated to MSB if any customer has not got satisfaction from the certified client. MSB will not handle any complaint regarding contractual issues.

Step 2

1. If your complaint is against our certification service, MSB will appoint an appropriate person to investigate and respond to the complaint. MSB will acknowledge all complaints within 5 working days and you will be informed of an

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anticipated timeframe for dealing with the complaint. If the complaint is taking longer than expected to investigate and it looks unlikely that it will be resolved within the anticipated timeframe, we will inform you of the revised timeframe.

2. If the complaint is regarding any of our certified clients, MSB will acknowledge the complaint and refer this to the relevant party. MSB will follow up and revert to you accordingly.

Step 3

Following the review of step 2, we will inform you of the outcome and actions within 20 working days. If we do not hear from you within 40 days, we will consider the matter closed.

None of these steps prevents or obstructs your recourse to law and do not affect your statutory rights.

Contact details

skanaksabee@msb.intnet.mu,
myfoondun@msb.intnet.mu

Mauritius Standards Bureau
Villa Road, Moka
Republic of Mauritius
Email: msb@intnet.mu
Tel: +230 4333648
Fax: +230 4335051, 4335150

ANNEX 3

Certified to the GSTC Criteria Logo – Terms of Use



Fundamental Eligibility of Use

1. The “Certified to the GSTC Criteria Logo” (as per the image above) may only be used by a tourism hotel, tour operator or destination that has been certified by a GSTC Accredited certification body.
2. The Certified to the GSTC Criteria Logo may only be used when it has been issued to the tourism hotel, tour operator or destination by a GSTC Accredited certification body.

Use Subject to These Terms

3. Any use of the Certified to the GSTC Criteria Logo is subject to these terms of use.
4. The use of the Certified to the GSTC Criteria Logo is an acknowledgement of, and agreement to these terms of use.

Ownership of Logo

5. The intellectual property of the Certified to the GSTC Criteria Logo, the trademark of the footprint device and control of the use of the GSTC logos, image and names remains with the GSTC at all times.

Use Whilst Certified

7. The Certified to the GSTC Criteria Logo may only be used whilst the tourism hotel, tour operator or destination remains certified by a GSTC Accredited or GSTC Approved certification program.
8. In the event that the GSTC Accredited certification body removes, ceases, suspends, fails to renew or removes certification, the hotel, tour operator or destination must immediately cease use of the Certified to the GSTC Criteria Logo.

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9. In the event that the GSTC Accredited certification body is no longer GSTC Accredited, the hotel, tour operator or destination must immediately cease use of the Certified to the GSTC Criteria Logo.

Permitted Uses

10. The Certified to the GSTC Criteria Logo may only be used to promote the certified status of the actual hotel, tour operator or destination that is certified by a GSTC Accredited certification body.
11. The Certified to the GSTC Criteria Logo may only be used on printed, electronic and broadcast media where it clearly pertains to the status of the actual hotel, tour operator or destination that is certified by a GSTC Accredited certification body.
12. The Certified to the GSTC Criteria Logo may NOT be used where it may infer certification of other bodies or tourism products (e.g. use by a hotel group for all of group promotion where all hotels are not certified by a GSTC Accredited certification body).
13. The Certified to the GSTC Criteria Logo may only be used where it has a contrasting background and is of a size with the text component being readable by a person of average eyesight.
14. The Certified to the GSTC Criteria Logo may only be used where it is complete with all elements of the Logo, including the date.
15. The Certified to the GSTC Criteria Logo may only be used during the period of time that the certificate holder maintains its certification status.
16. The Certified to the GSTC Criteria Logo must be used as a supplement to the CB's logo, appearing alongside the CB logo, and not on its own.
17. The Certified to the GSTC Criteria Logo may only be used on signage, name plates etc. where the full logo, including the date is included.

Use by Third Party

18. Any use by a third party (e.g. in a travel agent or wholesalers brochure, or on an online travel agencies website) must be approved by the actual hotel, tour operator or destination that is certified by a GSTC Accredited certification body and is subject to these terms of use.

Record of Use

19. The hotel, tour operator or destination must keep a digital and/or physical archive of all uses of the Certified to the GSTC Criteria Logo (e.g. brochures, downloads of web pages, photos of signs etc.). This must be provided to the GSTC if requested.

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Cessation of Use

20. If the certified hotel, tour operator or destination must cease using the Certified to the GSTC Criteria Logo this means that the logo must be removed from all electronic media (websites, social media etc.) within one month and any use on signage, name plates etc. must be removed within three months.
21. If the certified hotel, tour operator or destination must cease using the Certified to the GSTC Criteria Logo this means that no further printed or physical materials with the logo may be produce.