

## GOVERNANCE

### TGHA — The Global Halall Approval

# Policy Pack

The 8 formal policy documents governing how TGHA certifies, protects information, and handles complaints and appeals.

APPROVED • CURRENT VERSION

This document reflects the client-approved text as published on tgha.ae. Clauses marked [TO CONFIRM] are open items awaiting a specific figure or decision from TGHA and are not yet finalised.

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# Impartiality Policy

## 1. Purpose

This policy sets out how The Global Halal Approval ("TGHA") identifies, prevents, and manages threats to the impartiality of its certification activities, and how it ensures certification decisions are made independently of commercial pressure.

## 2. Principles

- The certification decision is made by a committee or reviewer who was not part of the audit team for that application, and who has no commercial interest in the outcome.
- TGHA does not offer or provide consultancy that would create a conflict with its certification activities for the same client (e.g. designing a client's Halal management system and then certifying it).
- Auditors and decision-makers declare any personal, financial, or business relationship with an applicant that could affect objectivity, and are recused from that file where a conflict exists.
- Certification fees are not linked to the outcome of the audit or to the number of non-conformities raised.
- TGHA treats all applicants within a given scope on the same basis, regardless of size, market, or country of origin.

## 3. Governance

Impartiality risks are reviewed by **[TO CONFIRM — e.g. an Impartiality Committee, or a named senior role]** at least **[TO CONFIRM — e.g. annually]**, and whenever a new service or partnership is introduced that could affect TGHA's independence.

## 4. Staff and auditor declarations

All staff and auditors involved in certification decisions sign a conflict-of-interest and impartiality declaration **[TO CONFIRM — on joining / annually]**.

- Assumption: this draft assumes TGHA already separates its audit team from its final certification decision-maker, as reflected in the "Review & Final Decision" stage of the published 8-stage process. Please confirm this is accurate before approval.

# Confidentiality Policy

## 1. Purpose

This policy explains what happens to the information a client shares with TGHA during application, audit, and certification, and the circumstances under which TGHA may disclose it.

## 2. What is covered

- Application forms, questionnaires, and supporting documents (specification sheets, labels, flow charts, supplier certificates).
- Audit findings, non-conformities, and corrective action records.
- Commercial information such as pricing, supplier names, and proprietary formulations or processes observed during audit.

## 3. How it is protected

- Access is limited to TGHA staff and auditors directly involved in the client's file.
- Auditors and staff sign a confidentiality undertaking before handling client information.
- Information is not shared with competitors, media, or unrelated third parties.

## 4. When information may be disclosed

TGHA may disclose confidential information where:

- the client has given written consent;
- disclosure is required by law or by a regulator with jurisdiction over TGHA or the client; or
- disclosure is limited to the fact, scope, and validity of a certificate — this is not treated as confidential, since certificate status is by nature intended to be verifiable by importers, retailers, and regulators (see the Halal Data Bank).

## 5. Retention

Client records are retained for **[TO CONFIRM — retention period, e.g. duration of certification plus a fixed number of years]** to support traceability, complaints handling, and any regulatory requirement.

# Complaints & Appeals Policy

## 1. Definitions

**Complaint** — dissatisfaction with TGHA's service, conduct, or a certified client's product, raised by a client or any interested party (e.g. a consumer, importer, or market authority).

**Appeal** — a request by an applicant or certified client to reconsider a certification decision made by TGHA (e.g. refusal, suspension, or withdrawal of certification).

## 2. How to submit

Complaints and appeals may be submitted in writing via the Download Centre form, by email to [info@tgha.ae](mailto:info@tgha.ae), or by phone on +971 2 673 7362 followed by written confirmation.

## 3. Process

1. **Acknowledgement** — TGHA confirms receipt within **[TO CONFIRM — e.g. 3 business days]**.
2. **Assignment** — the matter is assigned to a reviewer who was not involved in the original decision or service being complained about.
3. **Investigation** — the reviewer examines the evidence, may request further information from either party, and reaches a documented conclusion.
4. **Outcome** — the outcome is communicated in writing within **[TO CONFIRM — e.g. 20 business days of acknowledgement]**, along with any resulting action on the certification.

## 4. Escalation

Where the complainant is not satisfied with the outcome, they may request a further review by **[TO CONFIRM — e.g. a director not involved in the original review, or an external/independent party]**.

## 5. Records

TGHA keeps a log of all complaints and appeals, their outcomes, and any resulting corrective action, for use in its own internal review of certification quality.

# Certification Decision Process

## 1. Purpose

This document explains how a certification decision is reached once an audit is complete — it is the internal governance behind stage 6 ("Review & Final Decision") of TGHA's published 8-stage certification process, and should be read alongside that page rather than repeating it.

## 2. Who decides

The certification decision is made by a reviewer or committee who did not conduct the audit for that application, in line with the Impartiality Policy.

## 3. What is reviewed

- The Stage 1 (document review) and Stage 2 (on-site audit) findings.
- Any non-conformities raised, and the evidence of correction provided by the applicant.
- Supporting documentation such as ingredient declarations and supplier certificates.

## 4. Possible outcomes

- **Certification granted** — for the scope, sites, and products assessed.
- **Certification granted with conditions** — where minor non-conformities are outstanding, subject to a defined correction deadline.
- **Decision deferred** — where major non-conformities must be resolved and re-verified before a decision can be made.
- **Certification declined** — where the applicant does not meet TGHA's requirements.

## 5. Notification

The applicant is notified of the decision in writing, including the certificate scope and validity period where granted, or the reasons for any conditions, deferral, or refusal.

# Certification Mark Usage Policy

## 1. Grant of use

A certified client may use the TGHA certification mark only for the products, sites, and scope stated on their current, valid certificate.

## 2. Permitted use

- On certified product packaging and labels.
- In marketing and promotional material that clearly relates to the certified product(s).
- On the client's own website, in reference to the certified scope.

## 3. Prohibited use

- Using the mark on products or sites not covered by the certificate.
- Continuing to use the mark after suspension, withdrawal, or expiry of certification.
- Altering the mark's proportions, colours, or design.
- Using the mark in a way that implies TGHA endorses claims beyond the certified scope (e.g. health claims not assessed by TGHA).

## 4. Artwork and specification

TGHA supplies the certified client with official mark artwork and usage specifications on certification.

[TO CONFIRM — TGHA to provide the current logo files and any minimum-size / clear-space rules to include here]

## 5. Misuse

Where misuse is identified, TGHA will first request correction within a defined period. Where misuse continues, TGHA may suspend or withdraw the certificate under the Suspension & Withdrawal Policy, and may take further action to protect the integrity of the mark.

# Suspension & Withdrawal Policy

## 1. Grounds for suspension

- A surveillance or renewal audit finds a non-conformity that is not corrected within the agreed deadline.
- The client does not permit a scheduled audit to take place.
- The client misuses the certification mark and does not correct this on request.
- Certification fees remain unpaid past the agreed terms.

## 2. Effect of suspension

During suspension, the client may not use the certification mark, and the certificate's status is shown as "Suspended" in the Halal Data Bank. Suspension is for a maximum of **[TO CONFIRM — e.g. 3 months]**, after which, if unresolved, the certificate is withdrawn.

## 3. Reinstatement

Where the client corrects the issue that caused suspension within the allowed period, and TGHA verifies the correction, the certificate is reinstated.

## 4. Grounds for withdrawal

- Suspension is not resolved within the allowed period.
- The client requests voluntary withdrawal.
- The certified site or business closes, or the client's ownership/scope changes such that the original certificate no longer applies.

## 5. Effect of withdrawal

On withdrawal, the client must immediately stop using the TGHA certification mark, the certificate's status is updated to "Withdrawn" in the Halal Data Bank, and any physical certificate is returned or destroyed on request.

# Terms & Conditions

- Note: Terms & Conditions carry contractual and legal weight. This draft is a structural starting point only — please have TGHA's legal counsel review and finalise the actual wording before publication.

## 1. Scope of services

TGHA provides Halal certification services covering document review, on-site audit, certification decision, certificate issuance, and ongoing surveillance, as described on the Certification and Certification Process pages.

## 2. Application and agreement

A certification agreement is formed once TGHA has reviewed the client's application and both parties sign the certification agreement referenced at Stage 3 of the certification process.

## 3. Fees

Fees are quoted individually based on the client's scope, sites, products, and target markets, as described on the Certification Fees page. Payment terms are **[TO CONFIRM — e.g. due on invoice / net 30]**.

## 4. Client obligations

- Provide accurate and complete information during application and audit.
- Allow TGHA auditors reasonable access to sites, records, and personnel.
- Notify TGHA promptly of any change that could affect the certified scope (e.g. change of supplier, process, or site).

## 5. Certificate validity

Certificates are issued for a defined validity period and remain subject to surveillance audits and renewal, as described in the certification process.

## 6. Liability

**[TO CONFIRM — standard limitation-of-liability clause, to be drafted by TGHA's legal counsel]**

## 7. Governing law

**[TO CONFIRM — assumed to be the laws of the Emirate of Abu Dhabi / UAE, given TGHA's headquarters, but should be confirmed by TGHA]**

## 8. Termination

Either party may terminate the agreement on written notice as set out in the signed certification agreement; on termination, certification mark usage rights end immediately.

# Privacy Policy

## 1. What we collect

Through the website's Apply, Contact, and Complaints & Appeals forms, TGHA may collect names, job titles, company details, email addresses, and phone numbers, along with any certification-related documents submitted.

## 2. How it is used

- To process certification applications and respond to enquiries.
- To conduct audits and manage the certification relationship.
- To handle complaints and appeals.
- To send certification-related communications (e.g. renewal reminders).

## 3. Sharing

Personal data is shared only with TGHA staff and auditors who need it to deliver certification services, and with regulators or courts where TGHA is legally required to disclose it. TGHA does not sell personal data to third parties.

## 4. Retention

Personal data is retained for **[TO CONFIRM — retention period]**, consistent with the Confidentiality Policy.

## 5. Your rights

You may request access to, correction of, or deletion of your personal data by contacting [info@tgha.ae](mailto:info@tgha.ae), subject to TGHA's obligation to retain certification records where required by law or by the certification agreement.

## 6. Cookies and website data

**[TO CONFIRM — if the live site uses analytics/cookies, a short cookie notice should be added here]**