CERTIFICATION REGULATION

OF SERVICE WITHIN THE SCOPE OF THE ISO 13009:2018 STANDARD

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Art. 1 – Purpose and scope

This Regulation defines and regulates the relationship between RCA as a Certification Body, and the Organizations requesting certification pursuant to the ISO 13009 standard.

Furthermore, it defines the methods and conditions for issuing, refusing, maintaining, renewing, suspending, or reinstating certification following suspension, and revoking certification, as well as the rules for using the certificate and the RCA certification mark.

Access to certification services is permitted to any organization that requests it in compliance with this regulation, excluding the application of discriminatory conditions of any kind.

Beach operators holding one or more beach resort concessions, even if organized into groups, may request the certification covered by this regulation, provided that each operator holds their own concession.

In particular, a public beach with facilities can apply for certification pursuant to ISO 13009, while a beach resort can apply for both standards covered by this regulation.

Certification holders may also include organizations identified in Article 45-bis of the Italian Navigation Code, which operate beach resorts as sub-concessionaries. Certification may be issued directly to the concessionaire only if the latter demonstrates having implemented and maintained an effective control system over the activities performed by the sub-concessionaire; in this case, the subcontracting will be expressly indicated in the purpose of the certificate.

Consulting in the definition and implementation of Corporate Management Systems and related services is not included among the services provided by RCA. In accordance with the Accreditation Body Regulation for the accreditation of Certification Bodies, RCA does not perform this activity beyond the normal information and assistance functions for organizations seeking certification and certified organizations. Furthermore, RCA does not outsource auditing activities, does not offer or provide internal audit services to its certified clients, and does not certify management systems for which it has provided internal audit services until at least two years after the completion of the audits. RCA does not certify other Certification Bodies for certification activities.

RCA certification is not simpler, easier, faster, or less expensive if the client organization has used the services of one consulting firm rather than another. RCA's certification activity is not connected to the activities of organizations providing consulting services. Therefore, if any consulting firms inappropriately claim that RCA certification will be affected by having used that firm for consulting services, appropriate action will be taken.

RCA also confines its requirements, evaluation, review, decision, surveillance and recertification to those matters specifically related to the scope of certification.

Art. 2 – Reference legislation

- ISO/IEC 17065:2012 "Conformity assessment - Requirements for bodies certifying products, processes and services".
- ISO IEC 17000 - Conformity assessment – Vocabulary and general principles.
- ISO 13009:2018 - Tourism and related services - Requirements and recommendations for beach activities
- ISO 20712-1: Part 1: Specifications for water safety signs used in workplaces and public areas;
- ISO 20712-2: Part 2: Specifications for beach safety flags - Colour, shape, meaning and performance;
- ISO 20712-3: Part 3: Guidance for use;
- RG-01 Regulation for the accreditation of Certification, Inspection, Validation and Verification Bodies – General Part;
- RG-01-03 Regulation for the accreditation of Product/Service/Process Certification Bodies;
- Accredia Circular No. 17/2025.

Art. 3 – Definitions

Certification is "Third-party attestation of the conformity of products, processes, systems or people" (see ISO/IEC 17000).

The Certificate of Conformity issued by RCA is the document certifying that the requesting Organization complies with the provisions of the aforementioned legislation.

The following definitions also apply:

Organization: Term used to indicate the entity that provides a product or service requiring certification;

OdC: Certification Body;

CT: Technical Certification Committee;

Site: Place or places where the Organization implements the guidelines for which certification is requested;

Evaluation/Verification: Activity through which RCA verifies that the Organization operates in compliance with the reference practice model;

Surveillance: Activity through which RCA verifies the maintenance of compliance with the specified requirements;

Inspection Verification Group (GVI): Group of Inspectors appointed by RCA to carry out the evaluation;

Technical Area: set of processes necessary to meet customer expectations and related legal and regulatory requirements applicable to the organization's products and services.

Anomaly: Non-Conformity and Observation;

Finding: Non-Conformity, Observation and Comment;

Non-Conformity: Absence or failure to apply one or more requirements that directly affect the product; failure to comply with mandatory and/or regulatory requirements relating to products/services included in the scope of certification.

Note: One or more reference requirements are partially disregarded without compromising the effectiveness of the product.

Comment: a finding not resulting from the identification of an objective situation of non-satisfaction of a requirement, but aimed at preventing such a situation from occurring (as it is potentially achievable) and/or providing indications for improving the Organization's performance.

Types of Checks:

VPC: Preliminary Certification Verification

VIC: Initial Certification Verification

VPS: Scheduled Surveillance Check

VSS: additional surveillance check

VRC: certification renewal/recertification verification

All checks, with the exception of the Preliminary (VPC), can, depending on RCA's needs, be carried out by inspectors from the Accreditation Body.

For further definitions, please refer to the relevant paragraph of the standards being certified.

Art. 4 – Impartiality Management

RCA management and all personnel commit to impartiality in certification activities.

RCA manages any conflicts of interest and ensures the objectivity of the activities carried out by both internal and external personnel operating in the name and on behalf of RCA.

All possible sources from which a conflict of interest may arise have been identified at the origin and eliminated; if not foreseen, they are reported directly by the operators as a form of prevention.

Likewise, RCA does not maintain commercial and/or other relationships that could alter its impartiality.

Relationships that may be sources of a potential threat to impartiality can stem from factors such as:
- ownership;
- governance/administration;
- personnel employed in the organization;
- financial resources;
- sales of services;
- marketing activities;
- economic/commercial relationships;
- misleading advertising;
- other.

To manage the aforementioned potential threats, RCA risk assessments and management system have identified control actions that have been implemented to eliminate any possible source of conflict of interest or threats to impartiality.

The main actions implemented by RCA are:
- all internal and external functions sign a commitment to manage conflicts of interest;
- the service delivery process includes several filters—specifically, different resources—carrying out compliance control activities on the processes in place;
- file review activities and certification decisions are carried out by personnel who have absolutely taken no part in the audit activities;
- the involvement of Interested Parties who have the right of access to information regarding RCA activities. In addition to the above, there is an absolute prohibition on:
- carrying out direct or indirect consultancy activities;
- offering different services for commercial use to client organizations;
- associating the RCA name and logo with activities that promote favors and advantages in the certification process.

The Certification Body guarantees its financial independence and economic stability through revenues derived exclusively from its institutional conformity assessment activities, such as the provision of certification, inspection, audit, and related services, thereby ensuring the full impartiality of its operations. The fees charged to applicants and clients for carrying out certification activities are defined in a fair, non-discriminatory manner, and are proportionate to the complexity of the requested service. The criteria for calculating audit duration are described in this Regulation. The final financial consideration is detailed in a Commercial Offer issued following the review of the certification application

4.1 INVOLVEMENT OF INTERESTED PARTIES

Interested Parties are guaranteed the opportunity to request information on the management of the impartial certification process through the information available on the website www.rcacert.com.

RCA identifies and encourages the involvement of the main or all possible stakeholders.

Interested parties may include representatives of (relative to the object of the certification/inspection/assessment – e.g., quality, environment, health and safety, anti-corruption, gender equality, etc., and to the sector: construction, food, etc.):

– clients of certified organizations;
– representatives of industrial and trade associations;
– representatives of governmental control bodies;
– representatives of other public bodies;
– representatives of non-governmental organizations;
– representatives of public non-governmental structures;
– representatives of consumer organizations;
– the regional/national equality councilor (*consigliera di parità*);
– representatives of trade associations.

Interested parties may request information at info@rcacert.com regarding the procedures implemented to ensure impartiality in the RCA certification process and their operation, with reference, for example, to:

- Status of accredited and non-accredited certification activities and schemes;
- Certification trends;
- Internal audit results;
- Results of management reviews and periodic revisions;
- Accreditation Body audit results;
- Outcomes of the periodic risk assessment for impartiality;
- Fees.

RCA Management will ensure a timely response to every request in order to confirm the absolute impartiality of the certification activities, in compliance with applicable data protection regulations.

Following this response, input may be submitted to RCA by any interested party. If RCA does not follow this, any interested party will have the right to take an appropriate and relevant independent action (e.g. informing authorities, accreditation bodies, and stakeholders), at their own risk and responsibility. In taking appropriate action, the confidentiality requirements shall be respected.

Input that is in conflict with RCA operating procedures or other mandatory requirements willl not be followed. RCA will document the reasoning behind the decision to not follow the input and maintain the document for review by appropriate personnel.

Art. 5 – General Conditions

The Organization must comply with and apply the reference legislation cited in Article 2.

In particular, any organization may request certification provided that it:

- has an environment that meets the requirements of the relevant standard;
- has fully implemented the requirements of the relevant standard for at least 4 months;
- has completed at least one full cycle of internal audits and conducted a management review;
- accepts the terms and conditions set forth in these Regulations;
- ensures assistance to the Certification Body's (CB) assessment team during the assessment visit—with particular regard to safeguarding the safety and well-being of the auditors, in compliance with applicable legislation—and authorizes access to the equipment, location(s), area(s), personnel, and client's subcontractors, and information, documentation and records necessary to carry out the audit.

Art. 6 – Certification Process

6.1 – Submission of the Application

Organizations wishing to initiate the RCA certification process must submit a specific request for quotation (RfQ) using the form provided. This request must indicate for which standards they are requesting certification, as well as the name of the consultant/consulting firm that supported the organization in implementing the documentation (information that the Organization undertakes to keep updated while maintaining the certification).

The RdO must be filled out in its entirety.

The RFQ review and the approval of the offer are carried out by RCA personnel who meet the requirements for the specific role and are specifically qualified (Technical Director or Scheme Coordinator/Technical Contact Person). Upon review, the personnel records the approval of the certification offer in the internal management system, in order to proceed with the certification process.

The review aims to verify RCA capability, competence, resources, and the completeness of application information before proceeding. In the event that RCA decides not to accept an RFQ, as a result of the review, the reasons for non-acceptance are documented and clarified to the customer.

The "Certification Offer" and "Certification Regulation M-DCT10-0101" documents together constitute the contractual agreement between the applicant organization and RCA for the certification process. The contract is valid unless waived in accordance with the procedures set forth in Article 9 of these Regulations.

If the certification process is not initiated within 12 months of acceptance of the offer, the offer will automatically lapse without any penalties being imposed on the Organization.

The latter also has the right to resubmit a new RdO using the same methods.

6.2 – Programming and Planning of Inspections

RCA will provide the Organization with confirmation of the audit as soon as possible and, at the same time, will send the audit plan with the documents that the Organization must submit to the GVI.

6.3 - Inspection Verification Groups

In the formal audit notification, the Organization is informed of the GVI that will conduct the inspection. The Organization has the right to challenge the GVI by submitting a written communication to RCA within two days of the notification. The challenge must be supported by valid reasons. RCA will provide any additional background information on each GVI member upon request.

The GVI RCA always includes audit skills and is qualified in compliance with the requirements set forth in the specific certification regulation.

The following may also participate in the inspections:

- Inspectors in training or RCA Observers;
- Organization Consultants;
- Members of the Competent Authorities.

The latter may attend as observers, and therefore have no right to intervene in the verification activity.

The cost of any participation of "Inspectors in training" will be borne by RCA.

In order to ensure that the evaluation methods adopted by RCA comply with the reference standards, the Accreditation Body may request:

- the participation of its observers in audits carried out by RCA;

- carrying out visits to the certified Organization, directly through the use of its own personnel.

The participation of observers in audits and/or any visits conducted directly through the use of Accreditation Body personnel must be agreed in advance between RCA and the Organization.

The assessment methods used by the Accreditation Bodies are reported in specific regulations and/or communications/circulars available on their websites.

The Organization shall make available to the Accreditation Body the documentation that RCA has referred to during previous audits.

6.4 – Conduct and duration of inspections

Audits are structured as follows:

- an opening meeting, with the Management and the Organization's Heads/Managers, to confirm the purpose and methods of the Assessment and the Assessment Plan;
- the verification and in-depth review of findings identified during previous document and/or on-site assessments;
- the actual audit, the resolution of any divergence of interpretation between RCA and the Organization, including the Assessment at the Organization's sites to measure the proper implementation in accordance with the reference standar requirements;
- a closing meeting to present the results and conclusions of the Assessment Team to the Organization's Management.

The Lead Auditor issues an Audit Report to the Organization's Management describing the results of the audit and any Non-Conformities found, Observations and Comments.

The audit results and the extent of the findings are ratified directly by the Lead Auditor who, upon mandate from RCA, has the authority to confirm the results obtained to the Organization, at the conclusion of the audit activities.

For each beach or bathing establishment, the duration of the inspection is calculated as follows:

A. Governance requirements, cross-cutting requirements and structural requirements: 4 hours;

B. Services included in the scope of certification: sum of the duration variable depending on the level of controllability as indicated below:

  i. Services provided directly by the operator: 30 minutes for each service;

  ii. Services provided by third parties: 1 hour for each service.

The overall duration is given by the sum of A and B.

For a beach or bathing establishment with mature processes and monitored indicators, a reduction of up to 30% of the overall duration can be applied.
In any case, the initial audit cannot be less than 0.5 man-days per site and can be divided into a document review and an on-site inspection. Thirty percent of the audit time is spent on Phase 1, which can be conducted remotely. The remainder of the time is spent on Phase 2, which must be performed on-site.
To carry out Phase 1, the Organization must send:

- Updated company registration document
- Data of the main office and any secondary offices;
- Any ISO 9001, ISO 45001 or ISO 13009 certificate;
- Company documentation: procedures, operating instructions, forms, personnel qualifications and any other related documents;
- Authorizations, concessions, and qualifications required for the provision of the activity being certified;
- Risk analysis documentation.

If an organization, in the initial phase or already certified according to ISO 13009, requests certification according to the other standard, RCA will perform a specific audit integrated with the initial, surveillance, or renewal audit already planned.
The duration of the integration check is 0.5 mandays, to be added to the audit duration calculated as indicated above.

6.5 – Follow-up of inspections

If, during the above-mentioned audits, given their sample nature, the Audit Team incidentally finds non-compliance with legal requirements not directly related to certification, but related to other aspects of the Organization's activities, for example, environmental or worker safety aspects, without being required to verify such aspects, the Audit Team is required to inform the management of the Organization being assessed through a specific "confidential" document separate from the audit report. This aspect, except in exceptional cases where RCA's technical management requests the Organization to address the issue within a specified and reasonably short timeframe, will be assessed during the subsequent audit.

In any case, the audit results achieved by the Audit Team are subject to internal review and possible further formal ratification by RCA.

If the RCA evaluation does not confirm the result achieved and already ratified by the Audit Team, it will inform the Organization as soon as possible, and in any case no later than 10 days after the Verification was carried out, through a specific written communication indicating the changes to the previous result and the reasons.

For confirmed Nonconformities and Observations, the Organization must submit to RCA, within the agreed-upon timeframe and using the appropriate form, the respective corrections, causes, and corrective actions, indicating the implementation timeframe. These can be collected by the Audit Team directly at the conclusion of the audit. If RCA's technical structure decides to modify the outcome of the audit, as specified above, the Organization may be asked to resubmit the corrections, causes, corrective actions, and resolution timeframes.

RCA evaluates and approves the proposed corrective actions and, if it deems them inadequate, informs the Organization in writing for any necessary revisions. The certification issuance/maintenance/renewal process cannot proceed until the Organization submits the appropriate corrective actions to RCA. Consequently, the Organization cannot be subjected to review by the Technical Committee.

Comments must be acknowledged in writing by the Organization. RCA will verify the relevant considerations during the subsequent inspection (surveillance/renewal/supplemental). Comments not acknowledged may be resubmitted as Observations.

6.6 – Procedure for issuing certification

The audit documentation is examined by the Technical Committee for a decision on issuing the Certification. For the certification application to be submitted to the Technical Committee for analysis, at least the following condition must be met:

Condition 1

- Non-Conformity equal to 0 (Zero);
- Observations up to 10 (Ten) inclusive;
- Comments no limitations.

In this case, the Organization must define the treatment and corrective actions implemented for each Observation detected by the Audit Team.

The certification application cannot be submitted to the committee unless RCA's Technical Management or the Lead Auditor have verified and accepted, based on documentation and, if necessary, through additional verification, the positive closure of the Observations or the compliance program. In the absence of a communication to the contrary from RCA within 10 days of receiving the corrections and ACs, they are deemed accepted.

If the Technical Committee passes the inspection, certification may be issued. Depending on the number and significance of the observations issued, as well as the corrective actions defined, the committee may decide to conduct a supplementary surveillance audit following certification. This audit must be conducted within a period of time established by the committee, but no later than six months from the certification issuance date.

If the additional surveillance audit detects significant deficiencies in the effective implementation of the defined corrective actions, the Technical Committee may decide to suspend the certification.

Any supplementary surveillance audit carried out under these conditions will be borne by the Organization.

In the remaining cases the application cannot be submitted to the Technical Committee and in particular:

Condition 2

- Non-Conformity 1 (One) or more and/or;
- Observations over 10 (ten).

In this case, the Organization must define the treatment and corrective actions implemented for each Non-Conformity and Observation detected by the Audit Team.

The certification process cannot be submitted to the Technical Committee.

If the implementation of the corrections and corrective actions relating to each NC cannot be verified by RCA within 6 months of the audit date, the verification must be carried out anew.

6.6.1 – Certification Review and Decisions

Following a favorable outcome of the Technical Committee's review and decision, and having verified the Organization's fulfillment of its financial commitments, RCA issues the Certificate of Conformity.

RCA sends the Organization the Certificate of Conformity. It contains, among other things:

- the company name of the Organization
- the address of the registered office and operational headquarters
- the services – listed in § 6 of ISO 13009 – which were verified during the initial audit
- the applicable certification standard
- release date, current issue, expiration date
- signature of the legal representative, or his specific delegate.

If one or more of these services are provided by third parties, under the control of the beach operator (e.g. subcontracted), the OdC must explicitly declare that the management is carried out under subcontracting.

Services offered by third parties, over which the beach resort operator has no direct control, cannot be included in the certification scope; the Certification Body must indicate such exclusions in the certificate. This exclusion does not apply to services designated as mandatory.

For example, the optional food and beverage sales service, not provided directly by the beach resort operator but by another company, may be included in the certificate only if there is a direct agreement—which incorporates the requirements of ISO 13009—between the beach resort operator and the third-party organization. In the absence of such an agreement, the service must be explicitly excluded from the scope of application.

Certification of groups, consortia or networks of beach operators

If the certification concerns multiple beach resort operators grouped together in groups, consortia, or similar structures, the certificate may include, in addition to the data of the individual certified establishments, also that of the parent organization (holding company, group leader, or consortium).

However, it is necessary to formulate the information in such a way as to avoid it being interpreted as an extension of the certification to the entire group.

Example: Certification issued for beach operators Alpha (beach services XXX), Beta (beach services YYY). A footnote such as "Organization belonging to the Alphabet group. The Alphabet group is not covered by this certification" can be added to the certificate.

Following certification, RCA adds the organization's name to the list of certified organizations. This list is updated at each Technical Committee meeting and is available to anyone upon request.

RCA also analyzes some certification practices on a sample basis during internal audits, to verify, among other things, that the certification process is being conducted correctly and to ensure impartiality.

If potential irregularities not attributable to the Organization are discovered during internal audits or following any other audit, any additional audit costs that may be required will not be invoiced to the Organization. Conversely, if any deficiencies are attributable to the Organization, any additional costs for additional audits will be invoiced to the Organization. The reasons for the additional audits will be communicated to the Organization, along with the relevant explanations.

The certification case is then submitted for further analysis by the specific Technical Committee, which will determine the actions to be taken to resolve any concerns that arise. RCA will not implement suspension and/or revocation measures until the necessary objective evidence is found to support the action.

In any case, the Organization accepts and authorizes RCA to communicate the provision to the Accreditation Body.

Changes to the scope of certification

If the Organization requests to extend or modify the scope of the certificate (inclusion of a new service or performance level or integration with another standard provided for by this regulation), the procedure for the initial certification shall be the same as for the qualification of the verification times and its methods.

Regarding the verification results, proceed as already defined in paragraph 6.6.

If the Organization requests a reduction in the scope of application, RCA will evaluate the feasibility of eliminating ancillary or similar services without affecting the validity of the issued certification.

6.7 - Validity, surveillance and maintenance of the Certification

The certification is valid for three years, starting from the date of issue shown on the Certificate and is subject to 2 "scheduled surveillance audits" (VPS) on an annual basis to ensure full coverage of the governance, structure and services requirements in the certification cycle.

The duration of the maintenance is equal to 50% of the duration of the initial visit (Phase 1 + Phase 2) for a minimum of 2 hours of verification.

Approximately four months before the deadline for the surveillance audit, RCA will notify the Organization of the audit date and the Audit Team, attaching the relevant invoice. The Organization may request a change to the audit date or reject the Audit Team within five days of notification. After this deadline, the date and Audit Team are considered confirmed.

If, by the date of the surveillance audit, the Organization has not yet paid the above invoice, however transmitted, the certification may be suspended as provided for in the following article 7.

During the 2 surveillances required for the certification cycle, the governance, structure and services requirements are fully covered in the following manner:

If the company fails to carry out the maintenance check within 60 days of the expiration of the month required for maintaining the certificate, RCA will suspend the certificate.

For the findings made during each visit, the provisions of paragraph 6.6 - Conditions 1 and 2 apply.

The certified organization must promptly inform RCA in writing of any significant changes. Such changes may also require, at RCA's discretion, a specific supplementary audit.

6.8 - Renewal of certification

The Certification Renewal Audit (VRC) is scheduled starting from the 4th month before the certificate expiration date following acceptance of a new certification offer.

With this advance notice, RCA reminds the Organization of the need for the renewal audit and generally attaches the relevant invoice. The exact audit date will be agreed upon directly between the Organization and the Lead Auditor.

If, by the date of the renewal audit, the Organization has not yet paid the above invoice, however submitted, the certification may be suspended as provided for in Article 7 below. In any case, the new certificate will be sent only after the invoice has been paid.

Certification renewal at the end of the three-year period of validity is subject to the provisions set forth in point 6.8. Specifically, certification is renewed upon the occurrence of Condition 1 defined in point 6.6. However, RCA management may, depending on the number and significance of the Non-Conformities/Observations detected in the VRC, conduct Supplementary Surveillance Audits (VSS) to measure the effectiveness of the treatments implemented and the corrective actions implemented.

If Condition 2, as defined in point 6.6, occurs, RCA will not renew the Organization's certification. The certification application cannot be submitted to the Technical Committee.

RCA carries out a VSS Supplementary Surveillance Audit to verify the overcoming of the NCs detected and at least the program for overcoming the Observations.

In exceptional cases, which can only be accepted by the RCA Technical Committee, compliance with the NC requirements can be verified based on documentation submitted by the Organization.

If one or more documentary checks and/or additional VSS surveillance checks report the Organization in “Condition 1”, the application can be submitted to the Technical Committee.

The documentary checks and VSS carried out in this condition are the responsibility of the Organization.

The Technical Committee may request any additional checks or further information from the appointed Audit Team.

6.9 – Recognition of certifications issued by other Certification Bodies – Transfer

The transfer of a certificate issued to an organization by another entity (transferring entity) to a RCA that reissues the certificate (successor entity) can only be completed if the certificate is valid, i.e., the annual surveillance audits have been successfully completed. Transfers are not possible for suspended or revoked certificates.

For the purposes of the transfer, RCA (Subsequent Organization) must be in possession of the following documentation:

a. Certificate validity status;
b. Latest audit report to verify any findings. If any, the Organization must demonstrate their closure;
c. A declaration made by the Organization, in accordance with Articles 47 and 76 of Presidential Decree No. 445/2000, certifying that it has no ongoing complaints and/or legal disputes relating to the activities being certified, nor any pending matters with the Transferring Body.

Following a successful verification of the completeness and appropriateness of the above documentation, RCA issues a certificate, reporting the "current issue" date with the issue and expiry dates unchanged.

In any case, the certificate must not be considered as a new certificate and, together with the date of first issue, bears the wording "issued by another CB".

If RCA receives a request to transfer the certificate to another organization, having verified that there are no outstanding obligations (financial or technical) against it, it will proceed to withdraw the certificate by sending written notification to the Organization.

Art. 7 - Suspension of Certification

RCA may suspend the validity of the certification for a maximum period of 180 days when improper situations occur, including for example:

- the Organization does not allow the execution of VPS or VSS or VRC;
- the Organization is not available to carry out audits accompanied by inspectors from the Accreditation Body;
- corrective actions are not implemented in response to the non-conformities detected;
- irregularities occur in the use of the RCA Mark and/or Certificate;
- the existence of problems concerning the mandatory requirements of the product/service provided or of the management system involved;
- failure to communicate to RCA changes to its management system;
- failure to notify RCA of legal and/or administrative proceedings;
- the conviction of the Organization for facts relating to the failure to comply with the mandatory requirements pertinent to the object of certification;
- failure to handle complaints or reports directly related to the certification object.
- the Organization fails to meet its financial commitments to RCA.

In the event that the Organization requests the suspension of the certification for a period that must not exceed 6 months, the RCA Management, after having examined the reasons,The Organization is notified by certified e-mail (PEC) of the acceptance of the request and the conditions under which the suspension can be revoked. The decision is then communicated to the Technical Committee at its first available meeting.

If one of the administrative/managerial conditions listed above occurs, the suspension measure is decided by the RCA Management, after consulting the Technical Committee if necessary.qualified with reference to the technical areas, also convened in an extraordinary meeting.

If one of the technical conditions listed above occurs,The suspension measure is decided by the Technical Committee qualified with reference to the technical areas, at the first available meeting, or convened in an extraordinary meeting.

In any case, the RCA Management will notify the Organization via certified e-mail (PEC) of the reasons for the measure taken, the duration of the suspension, also in this case no longer than 6 months, and the conditions under which it can be revoked.

The suspension provision comes into force on the date of the certified e-mail.

The certification issued and subsequently suspended cannot be used in any case (for example participation in public tenders) starting from the day of sending thePEC from RCA.

The Organization accepts and authorizes RCA to make public, through its website, any suspension measure imposed.

The suspension will be lifted only after RCA has verified satisfactory restoration of compliance with the specified requirements through a VSS.

The suspension revocation order is approvedBy the RCA Management in administrative/managerial cases or, for the technical cases defined above, by the Technical Committee, possibly convened in an extraordinary meeting. The suspension is revoked from the date of the communication sent via certified e-mail (PEC).

The costs relating to the subsequent additional checks, at the RCA headquarters and/or at the company headquarters, shall be borne by the Organization.

Art. 8 – Revocation of certification

RCA revokes certification in cases where the Organization has not eliminated, in the manner and within the established timeframe, the conditions that led to the suspension of certification.

1. is in breach of the mandatory standards of the products/services covered by the certification;
2. is placed into liquidation or judicial administration or extraordinary administration or bankruptcy proceedings are opened against it;
3. has, against its representatives, final convictions, which have become final, for facts relating to failure to comply with the mandatory requirements of the management system being certified;
4. fails to meet, after being reminded, the financial commitments undertaken towards RCA, within the indicated terms.

The decision to revoke and the methods of communicating it are equivalent to those for suspension.

Certification revocation is decided by RCA's Management or by the Technical Committee, possibly convened in an extraordinary meeting, generally depending on whether the reasons are administrative/legal or technical. With the revocation of certification, the contract between the Organization and RCA is deemed terminated.

The revocation of certification takes effect from the date of transmission of the communication sent via certified email (PEC) by the RCA Management to the certified Organization.

The RCA Management notifies the Organization of the reasons for the measure in the communication sent.

Revocation of certification implies the removal of the Organization from the list of certified companies. The Organization must return the original certificate of conformity in its possession to RCA and delete any copies thereof, as well as cease use of the certification mark in any form or manner.

The Organization accepts and authorizes RCA to make public through its website and to transmit to the Accreditation Body, as well as to other Bodies, if applicable, any revocation measure imposed.

RCA reserves the right to request compensation for any damages suffered.

Art. 9 – Withdrawal

The Organization may renounce its certification by certified e-mail (PEC). In the event of voluntary renunciation of certification, the same actions envisaged for revocation of certification will be implemented.

The Organization accepts and authorizes RCA to make public through its website, and to transmit to the Accreditation Body, as well as to other bodies, if applicable, the cessation of the certificate's validity.

RCA retains records relating to the certification process for at least 10 years.

Art. 10 – Amendments to certification requirements

In the event of changes to RCA's certification requirements and/or to this Regulation, except those necessary or related to legislative or regulatory updates, including, but not limited to, those to the reference documents indicated in Article 2, or related or consequent thereto, or changes necessary or related to compliance with regulations, directives, or requirements necessary and/or appropriate for RCA to obtain or maintain accreditation, RCA will notify the Organization, indicating the type of change and the date by which the Organization must comply.

In case of non-acceptance of the proposed changes, the Organization may renounce the certification by giving written notice to RCA according to the methods set out in art. 9, i.e. by certified e-mail, on the sole condition that such changes The changes are substantial and significant in modifying the RCA certification scheme and/or these Regulations and are material and excessively burdensome for the Organization, resulting in significant changes to the company's ordinary operations. The renunciation will take effect, with respect to the modified requirements, from the date of communication of the renunciation to RCA, or from the effective date of the rejected rule, or from the first failed audit, or from the failed renewal.

Any costs for evaluation activities resulting from the above-mentioned changes will be borne by the evaluated Organization.

RCA verifies that each client complies with the new requirements, generally during the subsequent inspection, in other cases by requesting the transmission of documentary evidence and/or additional inspections.

Art. 11 – Responsibilities and Obligations

11.1 - Mandatory requirements related to certification and limits of the related controls.

Certification does not relieve the Organization of its responsibilities towards employees, collaborators, customers and third parties in general, nor from compliance, in carrying out its activities for the conformity of the goods and services provided, with the provisions deriving from Laws or other acts having the force of law (such as Directives and Regulations), or from applicable technical standards, constraints and/or contractual agreements.

The certification concerns only the Organization's compliance with the regulations cited in Article 2 and therefore does not constitute a certificate of compliance with the aforementioned mandatory requirements.

The Organization therefore remains solely responsible for compliance with the legislative provisions in force relating to the Organization itself and/or the products/services provided, excluding any liability or warranty obligation on the part of RCA.

11.2 – Obligation to provide information on any ongoing judicial and/or administrative proceedings

Should RCA receive official information regarding involvement in legal proceedings arising from product liability laws or violations of laws concerning the products supplied and/or services provided and in any case pertaining to the certification, the Management will officially forward this information to the Technical Committee and to the Accreditation Body as appropriate.

The Organization also undertakes to promptly communicate to RCA any non-conforming situations detected by the Supervisory Authority, as well as any suspensions or revocations of authorizations, concessions, etc., relating to the production/supply of products/services connected to the certification.

The Organization must immediately notify RCA of any pending legal and/or administrative proceedings regarding the subject matter of the certification, without prejudice to the limitations imposed by law. The Organization must constantly inform RCA of the evolution of such situations.

11.3 – Limitation of liability clause

The Organization undertakes to guarantee the completeness and accuracy of the documents and information made available to the appointed GVI.

RCA is expressly exonerated from any liability in the event of failure to communicate or incomplete data, or if the data does not correspond to the actual company situation.

In the event that RCA no longer meets the requirements for issuing certifications, RCA will promptly notify the client organizations. The Parties expressly agree that RCA will be liable for any damages incurred by the client organization, and only following a ruling pursuant to Article 16, up to the amount required to be paid by the client for annual surveillance audits.

11.4 – Obligation to maintain compliance with reference requirements and any changes

The certified organization undertakes to maintain its structure in compliance with the requirements of the standards specified in the certificate, throughout the entire period of validity of the certification.

In case of changes relating to:

- legal, commercial, organizational or property-related aspects;
- organization and management (e.g. key managers, decision-making personnel, or technical personnel);
- contact addresses and websites;
- scope of the organization's activities included in the certificate;
- significant process changes;

RCA must be notified in writing in advance, and may accept the changes or arrange for an additional surveillance audit to be carried out.

Specifically, if the Organization intends to modify the scope of the certification (certification scope), it must submit a written request to RCA; based on the requested changes, RCA will assess the need to conduct a Supplemental Surveillance Audit.

The certified organization must keep a record of all complaints made known to it relating to compliance with certification requirements and:

- makes these records available to the certification body when requested;
- takes appropriate action with respect to such complaints and any found deficiencies that affect compliance with the requirements for certification;
- documents the actions taken.

Art. 12 - Management of the certification mark, the certificate of conformity and information relating to the certification

12.1 – Authorization

With reference to the communication of certification release and during the validity period of the certification itself, the Organization is authorized to use the certification mark, the certificate of conformity owned by RCA and the information relating to the certification in the ways and under the conditions described in the following points.

12.2 – Characteristics of the certification mark

Use of the mark is optional; however, if the certified organization wishes to avail itself of this option, it must use the mark according to the following specifications.

The certification mark recalls the RCA company logo.

RCA logo

Figures 1 represents the RCA Mark for Organizations certified according to the ISO 13009 standard

Figure 1

RISK CONTROL ADVISORY
ISO 13009
TOURISM AND RELATED SERVICES – BEACH OPERATION

For document and web applications, only the Mark contained in the specific file sent by RCA to the certified organization following certification may be used: the Mark may be reduced, respecting legibility requirements and maintaining the aspect ratio. Likewise, for applications on large objects (such as vehicles, walls, or other objects), the Mark may be enlarged, always maintaining the aspect ratio.

RCA monitors the correct conformation of the RCA certification mark, as well as their correct use, both through surveillance checks and through documents and/or documentary information obtained on the market.

12.3 – Use of the certification mark, certificate and certification-related information

The mark may be used, combined with the certified organization's company name/brand, on letterhead, stationery, advertising, and promotional materials. However, it may not be used on products or product packaging, nor applied in such a way that it could be mistaken for a product or management system certification, or that could be interpreted as extending to other schemes or systems not covered by the conformity certification issued by RCA. The RCA mark may not be affixed to test, calibration, or inspection reports or certificates.

There must be no ambiguity in the marks and accompanying texts regarding what has been certified and which body issued the certification.

The Certificate of Conformity It can be used by the certified Organization for information purposes, provided that it is faithfully reproduced in all its parts; it can be enlarged or reduced uniformly as long as the content remains legible and the outlines and contents are not altered.

The certified organization must ensure that use of the trademark and certificate is sufficient to provide correct information to third parties regarding its activities actually covered by the certification obtained.

Revisions to the certificate of conformity resulting from any type of change—for example, revisions to the reference procedure, company name, etc.—will be invoiced at €100 + VAT, or as otherwise specified in the RCA offer or other document. Any communications regarding the validity of the certificate or the status of the certification process will also be invoiced at the same rate.

The certified organization must also not make, or permit, misleading statements regarding its certification.

12.4 – Incorrect use of the certification mark and/or certificate of conformity and information provided

In case of incorrect use of the certification mark, the certificate of conformity and incorrect information is provided, i.e. if the certified customer:

- fails to comply with RCA requirements in referring to your certification status in media such as the Internet, brochures or advertising materials, or other documents;
- makes, or permits, misleading statements regarding one's certification;
- uses, or permits the misleading use of, a certification document, any part thereof, or audit reports;
- do not discontinue the use of all advertising materials referring to the certification, in the event of revocation of the certification;
- do not rectify all advertising materials if the scope of the certification has been reduced;
- allow references to certification to be used in such a way as to imply that RCA certifies a product, a process, a management system;
- you imply that the certification applies to activities and sites that are outside the scope of the certification;
- uses its certification in a way that may discredit the certification body and/or the certification system and undermine public trust;

or if the trademark is used on products, packaging, adhesive tape, product data sheets, laboratory certificates, etc., RCA shall adopt the measures deemed appropriate towards the certified Organization to protect the integrity of its image and safeguard organizations and/or individuals who may be misled due to the incorrect use of the above documents or incorrect information provided.

12.5 – Corrective actions in case of incorrect use of the trademark and/or certificate and/or in case of incorrect related information

Following incorrect use of the trademarkof certification, of the certificate of conformity, RCA requires the Organization to take appropriate corrective actions to allow the restoration of their compliant use.

In any case, corrective actions will be defined based on the type of incorrect use and its consequences; legal action may be taken if the trademark and/or certificate are used inconsistently with the contractual agreements.

The corrective actions requested by RCA must be immediately implemented by the Organization.

12.6 – Suspension of certification in case of incorrect use of the trademark and/or certificate and/or in case of incorrect related information

If incorrect use of the certification mark and/or certificate of conformity has brought RCA into disrepute, RCA may suspend the certification issued to the Organization and request compensation for any damages. Notification of the suspension will be sent to the certified Organization via certified email, with a copy sent to the Accreditation Body if the issued certificate is accredited.

RCA may also suspend certification if the Organization refuses to implement the required corrective actions following improper or incorrect use of the certification mark and/or certificate of conformity.

Art. 13 – Protection of personal data

In compliance with Legislative Decree No. 196 of June 30, 2003, as amended, regarding the protection of personal data, as well as the provisions of EU Regulation No. 679/2016, the Organization's "prior informed consent" is an essential requirement for RCA to execute the contractual relationship and the related assessment and certification activities. RCA guarantees the utmost confidentiality and care of the data it receives, which will be processed in accordance with current privacy legislation (Legislative Decree 196/2003 and subsequent amendments).

In particular, RCA guarantees the customer that:

- The data controller is RISK CONTROL ADVISORY (RCA).
- In performing the service, employees and/or collaborators who are interested or involved in their respective roles may become aware of the data, in accordance with the instructions received. The list of current Data Processors is constantly updated and may be provided, along with more detailed information on the individuals who may access the data as data processors, upon specific request to the RCA headquarters.
- The data you provide will not be transferred or disclosed to third parties, such as organizations, legal entities, or individuals who do not collaborate with RCA and who have not signed a confidentiality agreement with the company regarding customer information. Data processing will therefore be entrusted exclusively to internal or external personnel who have signed a confidentiality agreement with RCA management (gentlemen's agreement).
- RCA's information systems are adequately protected from external and internal intrusions. All systems comply with the law regarding compliance with the Consolidated Law on Privacy.
- The Client has full and complete right to request the immediate deletion and/or destruction of personal data, except for those that RCA is required to retain by law (tax documentation – paper and electronic). In the event of deletion, RCA will be unable to carry out any activities. If this request occurs during service provision, RCA will interrupt ongoing activities, reserving the right to request the Organization's full refund as agreed upon in the contract/offer.
- The use of personal data for sending commercial documentation will be carried out exclusively without the aid of automatic systems, with the immediate possibility of such sending being suspended.
- A complete and detailed disclosure regarding personal data is available upon request. This disclosure will be provided upon signature of the contract for the provision of services or upon simple request by the Client or potential Client.

The Organization, informed of the above, by signing this Regulation, authorizes RCA to process the data listed in the following bullet points as confidential information, in accordance with its data protection policy and its information security assurance processes, and in particular to:

1. Process personal data and, where applicable, sensitive or judicial data that will be necessary for the provision of the service;
2. Process personal data and, where applicable, sensitive or judicial data using secure information technology;
3. Use customer communication systems to send information, including commercial information;
4. Make public, through the Register of Certified Companies, the RCA website and the Accreditation Body website, the certification provisions and any suspension and/or revocation provisions of the certification itself;
5. Inform anyone who requests it of the validity status of the certification (for example, if the certification is suspended, revoked or reduced);
6. Provide, upon request, information on the name, related regulatory documents, scope and geographical location (city and country) relating to the certification of the Organization itself;
7. Processing information about the customer from sources other than the customer (e.g. from a complainant, from regulatory authorities).

When RCA is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned will, unless prohibited by law, be notified of the information provided.

Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) will be treated as confidential.

Art. 14 – Complaints

The Organization may submit a complaint, verbally or in writing, regarding its contractual relationship with RCA. Such a complaint may arise from issues that occurred during the certification process, such as delays in completing various phases or deemed improper conduct by inspectors or RCA personnel. Complaints may also be submitted to RCA by customers of RCA-certified Organizations or by third parties against the Organizations themselves.

RCA will record complaints (confirming receipt to the complainant within 5 working days of receipt), analyze them, and inform the complainant of the resulting actions within 30 (thirty) days.

The submission of complaints, their examination and the resulting decisions do not give rise to any discriminatory action against the person submitting the complaint.

RCA keeps the complainant updated on the progress of the complaint management and communicates the final outcome of the complaint management.

Any management and/or consequential costs incurred by RCA as a result of the complaint may be charged to the client organization, also depending on the outcome of the complaint.

Art. 15 – Appeals

The appeal arises from the Organization's dissent regarding a decision made by RCA during the certification process.

The appeal must be received by RCA in writing within 30 days of the date of the document to which it refers and must contain the appellant's details, the document against which it is being filed, and the reasoning, supported by documentary evidence if available. RCA will confirm receipt of the appeal in writing.within 5 working days, within 30 days provides reports on the results and, when applicable, on the progress.

Decisions regarding the appeal are made, reviewed, and approved by the RCA management and not by any party involved in the appeal, who are nevertheless consulted. If the outcome of the appeal is not accepted by the Organization, the dispute will be handled by a Commission composed of a representative of RCA, a representative of the Organization, and a third party, acting as Chair, appointed by mutual agreement by the former two, to review the appeal and reach an amicable resolution.

The submission of appeals, their review and the related decisions will not give rise, on the part of RCA, to any discriminatory action against the person who submitted the appeal.

Any management and/or consequential costs incurred by RCA as a result of the appeal may be charged to the client organization, also depending on the outcome of the appeal.

Art. 16 – Disputes

All disputes not resolved through the application of Article 15 may be referred to a sole arbitrator to be appointed in accordance with the Rules of the National Arbitration Chamber of Milan.

The Parties expressly declare that they are aware of and accept the aforementioned National Arbitration Rules. The Sole Arbitrator shall decide in a formal manner, in accordance with fairness, in compliance with the mandatory provisions of the Code of Civil Procedure (Article 816 et seq. of the Italian Code of Civil Procedure).

The costs are borne by the losing party at an amount of 80%.