

# Terms & Conditions

These Terms & Conditions have been written to address the requirements of accredited conformity assessment services. In these Terms and Conditions, the applicant company is referred to as 'You'.

## YOUR ATTENTION IS DIRECTED TO CLAUSE 21 – LIMIT OF LIABILITY

### 1. Scope

Advanced Certification Limited (company number 09099611 ('ACL')) provides independent conformity assessment services for the following relevant International Standards:

- Quality Management - ISO 9001
- Environmental Management – ISO 14001
- Occupational Health and Safety - ISO 45001
- Information Security Management - ISO 27001
- Food Safety Management - ISO 22000
- Energy Management – ISO 50001
- EFfCI GMP Standard for Cosmetic Ingredients
- Compliance Management - ISO 37301
- Event Sustainability Management Systems – ISO 20121
- Any other Certification Standards that ACL Limited may offer certification on currently or in the future

### 2. Definitions

**Management system:** set of interrelated or interacting elements of an organisation to establish policies and objectives, and processes to achieve those objectives.

**Nonconformity:** non-fulfilment of a requirement.

**Major nonconformity:** nonconformity that affects the capability of the management system to achieve the intended results.

**Minor nonconformity:** nonconformity that does not affect the capability of the management system to achieve the intended results.

**Corrective action:** action to eliminate the cause of a nonconformity and to prevent recurrence.

### 3. Application for Certification

Upon receipt of a completed application for quotation from You, a quotation outlining the audit criteria and fees will be submitted to You.

Once the application for certification, suitably authorised by You, accompanied by the necessary payment has been received by ACL, the project will be allocated an audit team.

### 4. Fees

Fees are detailed in the quotation submitted to You. All costs are based on the charge rate applicable at the time of quotation and ACL reserve the right to increase charges during the certification period. Such increases will be notified to You in writing. An audit day consists of 8 hours of audit activity.

Once an application for certification is made, payment of the initial registration fee is required; payment of ongoing registration fees are due as per the payment schedule within the quotation.

Additional fees will be charged for work not included in the scope of the original quotation and for any extra unscheduled visits required due to reported incidents, non-compliances being identified in the continuing adequacy and/or implementation of the relevant management system. Unless otherwise stated, fees quoted include travel and expenses associated with the audit/surveillance activities. ACL reserves the right to charge late-payment charges.

Fees must be paid within the timescales stated on the quotation. Certificates will not be issued, until relevant fees have been paid in full.

A cancellation fee may be charged for visits booked and confirmed in writing that are cancelled or postponed by You within 2 weeks of the booked date.

All fees are subject to local taxes in the country concerned at the appropriate rates.

### 5. General Conditions

In order to acquire and retain certification with ACL;

- You will provide ACL with all information deemed necessary by ACL to complete the relevant audit program;
- Any Certification contract issued by ACL is governed by the laws of England;
- You grant ACL permission to publicise your certification status;
  - ACL, if not satisfied that all the requirements for certification are being met, shall identify non-conformities and require You to correct and take actions to prevent recurrence of said non-conformities;

- In the case of major non-conformities, when You can demonstrate that actions have been taken to meet all the requirements, ACL will arrange to repeat only the necessary parts of an audit that cannot be verified by submission of documentary evidence;
- If ACL is unable to verify the implementation of correction and corrective actions for a major non-conformity within 6 months of the date of the stage 2 audit, then ACL is obliged by accreditation rules to repeat the stage 2 audit prior to certification;
- If You fail to take corrective action within the specified time limit, it may be necessary for ACL, at additional cost to You, to repeat the audit in full;
- Identification of conformity shall refer only to the site or sites audited and shall only apply to the worded scope appearing on the certificate;
- For You to demonstrate effective management reviews and internal audits, these activities shall be carried out at least once per year by You;
- Failure to comply with these Terms & Conditions may result in legal action being taken against You;
- You must allow ACL to conduct on-going surveillance audits in line with the planned arrangements stated in the quote;
- You must only use the certification marks in accordance with the ACL rules for use of certification marks, which are available on request by emailing [sales@advancedcertification.co.uk](mailto:sales@advancedcertification.co.uk).
- You must inform ACL within 7 days of any serious incident that occurs within the scope of any certification held (such as a fatality, data breach or pollution incident) – this may result in an extra, unscheduled audit by ACL at Your cost;
- You must inform ACL within 7 days of notification of prosecution by a regulator within the scope of registration;
- EFfCI Certified clients must inform ACL within 7 days of initiation of any cosmetic ingredient recall/withdrawal conducted on the grounds of product safety;

ACL is responsible for, and will retain unfettered authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.

### 6. Confidentiality

ACL is responsible for ensuring that confidentiality is maintained by its employees and its agents, concerning all confidential information with which they may be acquainted because of their contacts with You.

Where information is required to be disclosed to a third party, either by law or in maintenance of certification (e.g. Accreditation Bodies & EFfCI), You shall be informed of the information provided as permitted by the law.

### 7. Changes

You shall inform ACL in writing, and without delay, of any intended changes relating to the following:

- the legal, commercial, organisational status or ownership;
- organisation and management;
- contact address and sites;
- scope of operations under the certified management system;
- major changes to the management system and processes.

ACL will determine whether the notified changes require any additional audit activity, at your cost. Change requests are subject to an administration fee. Failure to notify ACL may result in certificate suspension and additional audit visit(s) may be required, at your cost.

### 8. Initial Audit

Conformity assessment audits are based on sampling within a management system and are therefore not a guarantee of 100% conformity with standard requirements.

The initial audit shall be carried out over two stages:

- Stage 1 – to audit the applicant's management system documentation; evaluate location and site-specific conditions and to determine readiness for the stage 2 audit; establish the applicants understanding of the requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system; to discuss and agree the scope of the management system, processes and location(s) and related statutory and regulatory aspects (where applicable) and associated risks, etc; to plan the stage 2 audit and establish planning arrangements for internal audit and management review and the general readiness for the stage 2 audit;
- Stage 2 – to audit the implementation (including effectiveness) of the applicant's management system through the audit of the information and objective evidence about conformity to all requirements of the applicable management system standard, or other normative documents; assess performance monitoring, measuring, reporting and reviewing against key performance objectives and targets; evaluate the applicant's management system and performance as regards legal compliance, operational control of processes, internal auditing and management review and policies; links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document); any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and



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internal audit findings and conclusions.

**NOTE: During an ISO 45001 audit the following persons shall be available for interview at the time of audit; Management with legal responsibility; workers' representatives; person(s) responsible for occupational health activities; employees at all levels and Contractor's representatives.**

All records produced for the implementation and operation of the appropriate management system shall be readily available for inspection by the audit team.

The applicant company shall ensure that ACL is advised of the name of the management representative who has authority and responsibility for maintaining the management system. This individual shall be required to maintain contact with ACL. Any change to this person must be confirmed to ACL in writing.

#### 9. Certification Decision

When ACL is confident that the company meets all the requirements for certification, following a thorough review of the audit report(s) and associated objective evidence, You shall be entered on the ACL certification directory and a registration number and certificate issued. Certificate details will be published on any relevant certificate checking website / platform that ACL is obliged to submit certificate information. Certificates issued will remain the property of ACL and shall be returned to ACL upon request.

#### 10. Surveillance

Periodic surveillance visits shall be carried out to confirm that the certified management system has continued to fulfil requirements between recertification audits; ensure internal audits and management reviews have been performed to programme; review actions taken on nonconformities identified during the previous audit; evaluate treatment of complaints; evaluate the continued effectiveness of the management system with regard to achieving objectives; evaluate the management system and performance as regards legal compliance; review progress of planned activities aimed at continual improvement; ensure continuing operational control and review of any changes since the last visit.

You shall allow ACL the right of access for surveillance purposes and ACL shall reserve the right to make unannounced visits as required. You will be informed of the results of all surveillances. First surveillance visits shall be conducted no later than 12 months after the certificate issue date; and at least once per calendar year thereafter.

#### 11. Renewal of Registration

Regardless of the frequency of the surveillance routine pursuant to clause 9, a certification cycle runs for a three-year period from the date of the certificate decision with a full re-audit to be completed within 3 years of the last date of the stage 2 audit, and every 3 years thereafter. Failure to submit for re-audit prior to the expiry date will result in a period during which Your registration will deem to have expired. You will be subject to re-audit prior to the expiry of the certificate. 6 months prior to the expiry date a new quotation will be submitted covering the new three-year cycle.

#### 12. Extension /Reduction of Certificate Scope

Extending the scope of registration, to cover new products/processes/locations requires You to complete and return a new application for quotation. This will allow ACL to determine whether additional audit time is required to cover the changes required. The application procedure outlined in clause 2 of these Terms & Conditions will be followed and an audit will be carried out on the areas not previously covered.

If there are reductions to a scope of registration, it is mandatory that ACL is advised immediately of changes in organisation or products i.e. closure of sites or removal of product previously supplied under the original scope on the certificate. Upon review and acceptance of the information, ACL will determine the actions needed to process the scope reduction and will provide notification if an additional audit, and a change to the worded scope, is required. The cost of this reduction in scope of the certificate will be based on the nature and programming of the audit if required or administration costs for a new certificate and will be at your cost.

#### 13. Publicity by Registered Companies

You have the right to publicise the fact that the management system which you use has been certified, and can apply the relevant marks to stationery and promotional material relating to the scope of certification as detailed on the certificate. Certification marks must not be applied to products or primary packaging, or displayed in any way that is ambiguous as to the scope of the certification.

Any statement about certification made on product packaging shall in no way imply that the product itself is certified by ACL and shall include your brand name, the type of management system and standard and the name of ACL. In every case, You shall ensure that no confusion arises between certified and non-certified products/processes and activities in your publications and advertising. You shall not make any claim that could mislead purchasers to believe that a product/process or activity is covered by certification when, in fact, it is not. All logos must be used in accordance

with ACL "Publicising your Certification", available on request by emailing [sales@advancedcertification.co.uk](mailto:sales@advancedcertification.co.uk).

#### 14. Misuse of Certificate

ACL take all reasonable precautions to control the use of the certificates issued. Incorrect references to the scope of certificates or incorrect use of the certificate shall be dealt with by suitable actions, which could include suspension or withdrawal of certificates, legal action and/or publication of the transgression.

#### 15. Suspension of a Certificate

A certificate may be suspended for a limited time in cases of:

- Widespread failure by You to effectively implement the requirements of the applicable standard;
- Failure to permit ACL to conduct re-certification or surveillance audits at the required frequencies;
- Failure to accept the presence of accreditation body auditors attending an audit to be conducted by ACL;
- Failure to notify ACL of significant changes to You;
- Misuse of certification marks;
- Misrepresentation/misuse of the certificate;
- Falsification and/or fabrication of records of implementation;
- Failure to respond to Corrective Action Requests within 30 days of the date of issue;
- Non-payment of certification fees owed to ACL;
- Expiry of a certificate after the 3-year registration period has elapsed;
- Request from You for voluntary suspension;
- You do not respond to correspondence from ACL.

If suspended, You shall immediately cease to identify the coverage of any certificate under suspension. ACL shall notify, in writing, an official suspension of certificate to You; this notification will indicate the conditions that will allow removal of the suspension. At the end of the suspension period, or earlier if suitable responses have been submitted by You, an investigation will be undertaken to determine whether the required conditions for removal of suspension have been followed. If the conditions have been satisfied the certificate will be re-instated, if the conditions have not been satisfied the certificate shall be withdrawn.

You shall be liable for any reasonable costs associated with suspension and subsequent re-instatement of the certificate and these will be charged to the You.

#### 16. Withdrawal of Certificate

A certificate may only be withdrawn you do not meet required conditions raised on suspension of certificate or a certificate has expired. Intention to withdraw a certificate will be notified to You, in writing, 7 days before the proposed withdrawal date and You have the right of appeal against this decision. ACL is not liable to reimburse any audit fees paid and ACL will publish the withdrawal of the certificate. Reinstatement of 'withdrawn' certificates may require a full initial audit to be conducted and where appropriate, fees to be paid in advance.

#### 17. Cancellation of Certificate

A certificate may be cancelled if:

- You do not wish to renew the certificate;
- You enter a formal insolvency process or cease trading;
- You choose to cancel your certificate.

ACL is not liable to reimburse any audit fees paid. ACL will publish notification of the cancellation of the certificate.

#### 18. Consequences of suspension, withdrawal or cancellation

Whether in accordance with clause, 14, 15 or 16 of these Terms, if You do not hold the right to use the certificate, You shall ensure that all promotional materials endorsed with the ACL certification logos must be withdrawn from use immediately and any continued use of marks on company publicity and stationery material will be in contravention of the intellectual property rights of the owners of the marks.

#### 19. Appeals, Disputes and Complaints

Any complaints regarding the conduct of ACL should be made in accordance with the Complaint and Appeal Handling procedure of ACL (available at [www.advancedcertification.co.uk/policies](http://www.advancedcertification.co.uk/policies)).

If you cease to hold the right to use the certificate under any of clauses 14, 15 or 16, or if you do not accept a non-conformity or recommendation for registration, You have the right of appeal.

Should you intend to appeal then you should refer to the Complaint and Appeal Handling procedure of ACL. ACL must receive notification of the intention to appeal within 7 days of the company's receipt of the intention of suspension or withdrawal notice from ACL, or the date of the audit.

Where the appeal has been successful, and the certificate is re-instated or the non-conformity is removed, no claim can be made against ACL for reimbursement of costs or any other losses incurred because of the initial withdrawal or identified non-conformity. Submission, investigation and

decision on appeals shall not result in any discriminatory actions against You.

#### 20. Directory of Certified Companies

ACL maintains a directory of all entities certified by them, including the name, relevant normative document, scope and geographical location (e.g. city and country) for each entity (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). This is published and made available upon request to both certified and non-certified companies and members of the public via any relevant certificate checking website/platform that ACL is obliged to submit certificate information.

#### 21. Accreditation Body Visits

You shall, where an accreditation body so nominates a need to, accept the presence of officers of that body attending an audit to be conducted by ACL, whether it is a formal witnessed audit or otherwise.

#### 22. Liability

ACL's auditors carry out an evaluation of conformity against a standard, which, in respect of the time allocated, can only be considered as a snap shot of the activities of You and not an exhaustive evaluation.

At no point does ACL hold itself up, purport or profess to be a regulatory authority or expert consultants, within the areas audited, and can only operate within the general working knowledge of the field involved as defined by the scope of activity.

ACL holds itself removed from any responsibility or liability to You for any implications or actions resulting from legislative/regulatory non-compliance on behalf of You, including any actions taken after the audit resulting in legal or financial failures.

Except in respect of death or personal injury caused by the ACL's negligence, or as expressly provided in these Terms, ACL shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Terms, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of ACL, its servants or agents or otherwise) which arise out of, or, in connection with, the provision of the services provided by ACL to You.

**Advanced Certification Limited reserves the right to amend these Terms & Conditions at any time. The most recent Terms & Conditions shall be publicly available**