

## TERMS AND CONDITIONS OF REGISTRATION

ISO 9001:2008, ISO 9001:2015, ISO 14001:2004, ISO 14001:2015, OHSAS 18001:2007, ISO 27001:2013, ISO 50001:2011, EN 1090, BS EN 14065

### **These terms & conditions form an agreement between Centre for Assessment Limited and its Customer Organisations**

#### **The Scope of these Terms and Conditions**

Centre for Assessment Ltd carries out assessments and certification of documented management systems against Internationally recognised Standards such as ISO 9001:2008, ISO 9001:2015, ISO 14001:2004, ISO 14001:2015, OHSAS 18001:2007, ISO 27001:2013, ISO 50001:2011, BS EN 14065. Customers certified by Centre for Assessment Ltd are required to comply with the specifications of these terms and conditions for the duration of their certification.

The certification service is available to all applicants regardless of the size, location and membership of their group or association.

Applicants are required to notify Centre for Assessment of any conflicts of interest they identify e.g. the allocated assessor has carried out consultancy for the customer within the last two years, or has any sort of existing or previous personal or professional relationship with any member of the organisation.

Centre for Assessment Ltd will give due notices to all certified customers of any changes to our requirements for certification. A period of adjustment will be defined. All changes will be verified by Centre for Assessment Ltd.

#### **Background**

The Scope of Accreditation issued by The United Kingdom Accreditation Service (UKAS). UKAS acknowledges that Centre for Assessment Ltd has the knowledge and skills to manage assessments in particular sectors and technical areas. Details of these applicable sectors and technical areas are available upon request, and also directly from the UKAS website. If a particular sector is outside of Centre for Assessment Ltd. current scope, the customer will be made aware of this at the contract review stage and an unaccredited certificate will be issued.

Certification does not guarantee that products, services or operating activities meet specified requirements, nor does certification imply a view on the specification of a product or a service, or compliance with any legal requirement, code of practice, regulation or environmental performance consideration. Certification by Centre for Assessment Ltd therefore cannot and does not guarantee a good product or service provided by the certified customer or any operating compliance.

#### **Confidentiality/Personnel**

Centre for Assessment Ltd will treat all aspects of the assessment as 'commercial in confidence' and any information/evidence outside of the public domain that is gained during the assessment will be used for the purpose of the assessment only. The assessor, or any observer present, agrees to treat as secret and confidential and not at any time, for any reason, to disclose or permit to be disclosed any information reviewed or seen during the assessment, other than for internal verification purposes in the process of granting, extending or withdrawing certification.

Centre for Assessment Ltd will provide suitably qualified personnel for assessment work. Sub-contracted assessors are selected and monitored in line with Centre for Assessment Ltd competence criteria, which conforms with relevant international standards such as ISO/IEC 17021-1:2015, ISO/IEC 17021-2:2012 and ISO/IEC 17021-3:2013. All sub-contract assessors are required to sign contracts, which contain confidentiality agreements, requiring them to strictly treat all information outside the public domain as 'commercial in confidence' (as above).

Centre for Assessment Ltd, nor its agents and/or subcontractors will use and/or disclose any confidential information to a third party without the written consent of the client or individual(s) concerned, save for the purpose of fulfilling its obligations under the contract(s) or in circumstances where:

- It is required to do so by any governmental, local government or regulatory authority or by law (but only to the extent it is strictly required to do so)
- It is necessary for the purpose of obtaining professional advice in relation to the contract(s);
- It was already known to the client or individual prior to the time of disclosure by the client or individual (where Centre for Assessment can prove the same with documentary evidence); or
- It is information which subsequently becomes public knowledge other than by breach of the contract(s) by the recipient.

Centre for Assessment Ltd and/or The United Kingdom Accreditation Service (UKAS), may be required to accompany assessors on assessments in order to evaluate consistency and quality of practice within the assessment team. Trainee assessors may also periodically shadow/observe the lead assessor for training and quality purposes, as part of their professional development. The customer will be informed in writing prior to the assessment that the assessor will be accompanied by any of the above. Any personnel in attendance will be subject to confidentiality agreements and their presence will have no impact on the duration, cost or outcome of your assessment.

The applicant has the right to request a change of the assessor(s) allocated to conduct the assessment.

#### **Application for Assessment**

On receiving an initial enquiry and completed application, Centre for Assessment Ltd will review this information and issue a quotation detailing assessment costs and durations. This will be followed by a telephone call to answer any questions and confirm the customer's intention to proceed. Customers will be required to submit a signed application form when proceeding with their application for assessment.

The audit-days allocated to the assessment will be based on the information submitted on the application/quotation form. Failure by the applicant to provide accurate details of employees' subcontractor, seasonal workers, sites and their locations may lead to the delay to the certification process and additional costs. The application must be fully completed and signed by authorised personnel before any assessment activity can take place.

#### **Assessment Process**

In order to undergo any assessment activity, customers must have a documented system, which conforms to the applicable standard being assessed and other relevant normative documents. The system must have been tested and be operational against the requirements of the applied for standard(s) and scope before any decision making assessment can be undertaken:

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### 1) Allocation of Assessor and Introduction:

Upon receiving the signed quotation acceptance documentation, Centre for Assessment Ltd will allocate a competent assessor to conduct the assessment. The lead assessor assigned will contact the customer, introducing themselves and agreeing dates and confirming arrangements for the assessment, in line with Centre for Assessment Ltd procedures.

### 2) Stage One Assessment:

Assessments are planned and conducted in two stages. The stage one assessment will usually be an on-site assessment, and will include a full and thorough review of the documented management system. Customers assessed by Centre for Assessment Ltd are required to make all areas of the business relevant to the assessment available. A review of this relevant documentation against the appropriate Standard can either be undertaken at the customer's premises, or in rare cases, off-site if this is more appropriate. Where documents may be reviewed off site but are reviewed on-site at the customer's request, an additional cost may be added. It is the responsibility of the customer to ensure that all documents to be reviewed off-site are received by the assessor on or before the agreed document review (stage one) assessment date.

Any gaps identified during the stage one assessment will be recorded on Centre for Assessment Ltd.'s Continual Improvement Record document. The customer will have to address these issues prior to the stage two assessment taking place. The maximum amount of time allowed between stage one and stage two activities is three months from the last date of the stage one assessment. If the customer does not formally address and respond to the assessor and Centre for Assessment Ltd in this timeframe, another stage one assessment will be required as the findings from the initial stage one will become invalid. Once any issues raised have been addressed and provisionally accepted by the assessor, a date for stage two can be arranged. If there are no issues raised at stage one, a stage two assessment date can be arranged immediately. In this case, stage two can take place anytime between 10 working days and three months after the stage one assessment date.

### 3) Stage Two Assessment:

Before the onset of a stage two assessment, applicants must have completed a full audit of their quality system and have conducted a management review meeting (not applicable to EN 1090 assessments). The management system must have been in operation and effective for at least three months in order to give the assessor enough auditable evidence.

The purpose of a stage two assessment visit is to confirm that the management system is effective and fully conforms to the requirements of the relevant standard that is being assessed. The assessor will:

- undertake sample audits of the processes and activities defined in the scope of assessment
- document how the system complies with the standard
- document how the system complies with the customer's manual and procedures
- formally report any non-conformities or observations
- visit any other permanent or temporary sites
- interview relevant staff as appropriate
- produce a three year certification plan and confirm a date for the first surveillance visit

### 4) Assessment Report Documentation and Assessor Recommendation or Refusal:

An assessment report, along with all other relevant documentation is completed and the lead assessor makes a recommendation to the client on the conformity of their system in relation to the assessment conducted. The report includes feedback on the assessment, including positive findings, non-conformities and observations raised, and the customer is required to address any non-conformities raised within timescales defined in the report. All assessments are conducted in accordance with Centre for Assessment Ltd procedures.

Certification is refused if a 'major' non-compliance is identified. In this event, an additional visit will be required. Arrangements for this, including any additional fees, will be agreed with the customer in advance.

### 5) Certification - Granting and Issuing of Certificate:

If there are no non-conformities raised, the assessment report and all supporting documentation will go through Centre for Assessment Ltd.'s Technical Review Process. The report and all supporting documentation will be submitted to Centre for Assessment Ltd, and sent to an independent Technical Reviewer. The Certification Manager of Centre for Assessment Ltd on receiving confirmation and acceptance from the Technical Reviewer, issues an approved Certificate, detailing the Scope of Registration, Certificate Number, and the relevant Certification and Registration Marks. This is typically sent out within 30 days after the stage two assessment, providing there are no issues raised. The client will be kept fully updated and aware if there are any delays or any further information is required to grant certification.

All Certificates issued remain the property of Centre for Assessment Ltd. and are valid for three years providing the customer maintains the management system and undergoes all required surveillance assessment activity on at least an annual basis, as highlighted and communicated in the initial quotation. A re-certification assessment is carried out for an agreed fee prior to the expiry date of the certificate.

### 6) Maintenance and Renewal of Certification - Surveillance and Re-Certification:

Centre for Assessment Ltd will formally contact you three months prior to your next scheduled assessment. Centre for Assessment Ltd should be informed in writing of any relevant significant changes to the customer's customer (including merger, change in ownership, scope, processes or structure) which may affect certification and the duration of any planned assessment activity.

Surveillance assessments will be conducted at the customer's premises at six or twelve monthly intervals, dependent on a number of factors including level of risk, complexity, the nature and scale of the client's operations, previous assessment findings and size and nature of the customer.

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Applicant customers with more than 30 employees, or those of a more complex nature, are encouraged to split their allocated surveillance time over six months rather than having an annual assessment.

Re-certification, as referred to under certification, will be carried out every three years. The re-certification onsite activity must take place three months prior to the expiration of the current certificate to allow close out of any non-conformities raised by the assessor, and to allow sufficient time for the Technical Review process to take place.

If major concerns are identified during surveillance or re-certification assessments, an additional visit may need to be arranged. This, and any applicable additional costs, will be discussed and agreed with the customer in advance.

When there are instances of nonconformity or lack of evidence of conformity, time limits are defined for the corrective action to be implemented prior to the expiration of certification. Where there are extenuating circumstances e.g. lead times on equipment or availability of training courses, a budgeted plan to implement corrective action is acceptable, and will not prevent re-certification. Re-certification will not be granted where there is evidence of nonconformity with legislation.

### **Suspension or Withdrawal and Restoring Certification**

The Certificate may be withdrawn or suspended for any of the following reasons:

#### **Suspension due to:**

1. Breach of any of these Terms & Conditions of Registration.
2. Failure to apply corrective action as a result of non-conformities found at assessment or surveillance visits.
3. Continued logo misuse.
4. Failure of the customer to settle any outstanding Centre for Assessment Ltd. invoice within the required invoicing terms.

#### **Withdrawal due to:**

1. Failure to respond to reasonable requests made by Centre for Assessment Ltd., following suspension of certification.
2. Failure of the customer to settle any outstanding Centre for Assessment Ltd invoice within the required invoicing terms.
3. Failure to provide copies of documentation required by the assessor(s) to undertake re-certification or surveillance assessment.

In the event of withdrawal or suspension of certification the customer shall discontinue the use of all advertising, internet and brochures that contain reference to certification. The customer shall return all certification documentation to Centre for Assessment Ltd offices. Centre for Assessment Ltd will make public to all interested parties the status of the certification.

Once evidence has been reviewed of any correction of any of the above breaches certification may be restored.

**Once certification is suspended, a reinstatement charge of £300 will be payable in addition to any outstanding charges.**

### **Certificate Misuse**

Centre for Assessment Ltd will take all reasonable precautions to ensure that there is no misuse of their certificate in customer advertising, etc. The customer must only use the Certification Marks as appropriate to their assessed scope of registration. Customer registered by Centre for Assessment Ltd will not use its certification in any manner or make any statement as to bring the standard or Centre for Assessment Ltd into disrepute.

### **Use of Logos**

Logos must be used in line with Centre for Assessment Ltd. Brand Guidance document, which is available on our website and on request.

Certification/Registration Marks may be subject to change. If this occurs, a reasonable transition period will be allowed during which the superseded Mark may be phased out and replaced as appropriate.

### **Publicity**

Once a Certificate has been issued, customers have the right to publicise their certification. Appropriate logos may be used on stationery and in marketing or promotional material. Any reference to Centre for Assessment Ltd or your certification must be approved by the Certification Manager. The text must not contain any claims that are misleading or could convey that the certification relates to the product or service quality of your customer. Where the certification scope has been amended or reduced, any statements or public information must be amended to reflect the current scope of the certification.

### **Expanding or Reducing the Scope of Registration**

The customer should write to Centre for Assessment Ltd. to apply for an extension or amendment to their approved scope of registration. Adequate time will be allowed prior to re-assessment or surveillance to enable Centre for Assessment Ltd. properly to plan and resource the assessment.

Assessment to verify that the Standard/Mark is still met will be carried in those areas not previously audited, normally requiring a site visit. Any charges to this will be discussed and agreed in advance with the customer. A small charge may also be made for the amendment and re-issue of certificate(s).

Extension to scope will not be granted if a communication has not been sent to Centre For Assessment Ltd. If you require the extension to scope to take place during your next onsite visit you must notify Centre for Assessment Ltd a minimum of one month prior to your onsite date. Our assessors are unable to progress extensions to scope without authorisation from head office.

### **Transfer of Certification requirements (for customers Transferring Certification from another Body only)**

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Transferring of certification is free of charge. If your current certification provider is not a UKAS Accredited certification body, the assessment will be treated as an initial assessment and the date on the certificate issued to you by Centre for Assessment will not precede the date the certification decision was made from Centre for Assessment Ltd. The customer will be required to inform their current certification provider of the transfer prior to making the transfer arrangements with Centre for Assessment Ltd. Centre for Assessment Ltd require a copy of your latest certificate and a copy of your last report and all relevant supporting documentation in order to process and approve your transfer.

If there are any outstanding non conformities an audit of these will need to take place and may require a visit to the customer's premises or sites before the transfer of a certificate can be completed. The costs of this will be agreed in advance.

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### Appeals Procedure

If for any reason the customer does not agree with the lead auditor's recommendation (e.g. suspension/withdrawal of a certificate) after assessment, surveillance or re-certification, they may appeal by contacting the Certification Manager of Centre for Assessment Ltd.

All appeals will be presented to the Impartiality Committee of Centre for Assessment Ltd. The Committee will examine evidence from the customer representative and the lead assessor involved.

The case decision will be made and formally communicated by the Chairman of the Impartiality Committee or the on their behalf by the Certification Manager. This decision is final and should be accepted by all parties involved.

### Customer Complaints against Centre for Assessment Ltd., Employees or Sub-contractors

If a customer has a complaint, it should be addressed to the Certification Manager of Centre for Assessment Ltd. Where the complaint involves the Certification Manager, it should be addressed to the Impartiality Committee of Centre for Assessment Ltd (details of which can be obtained directly from Centre for Assessment Ltd upon request).

The complaint will then be reviewed and investigated by the Impartiality Committee. They will examine evidence from the customer. Any decision made or action taken will be formally communicated by the Chairman of the Impartiality Committee. This decision is final and should be accepted by all parties involved.

### Fees

Fees for assessment and surveillance work should be agreed in advance between Centre for Assessment Ltd. and the customer. Prior to your surveillance and re-certification assessment visits you will receive a letter from Centre for Assessment Ltd that details the cost of the assessment. Any issues or queries with the cost must be raised prior to the assessor carrying out the onsite visit. Prices may be increased periodically in line with price reviews and Centre for Assessment Ltd. will always confirm in writing prior to services being delivered.

Centre for Assessment Ltd will invoice the customer after the assessment taken place. **Invoices will be sent via email from our finance department [creditcontrol@manchestergrowth.co.uk](mailto:creditcontrol@manchestergrowth.co.uk)**

Charges will be made for duplicate copies of audit reports and certificates.

### Travel Expenses

Travel expenses may be applicable dependant on the customer's location, number of sites and local assessor availability. Any expenses to be incurred will be agreed between the assessor and the customer before the assessment takes place. Mileage will be calculated at £0.45 per mile; and any overnight expenses and all other applicable expenses will be charged at cost. These costs will be included in the final invoice.

### Terms of Payment

**Payment of Invoices:** Payment for assessment and certification services is requested within 30 days of the last date onsite. Late payment of invoices will automatically be referred to our legal department for perusal and may result in certificates being removed.

**Cancellation:** If an assessment or surveillance visit is cancelled by the customer **within 10 working days** of the agreed visit date(s), Centre for Assessment Ltd. reserves the right to claim the appertaining daily assessment charge for each scheduled day on-site.

**Credit card payments:** A 2% fee of the value of the transaction will be applied to all credit card payments

**VAT:** All quotes and estimated costs for all services will be plus VAT. Customers who are VAT registered outside of the UK but within the EU must provide their VAT registration number to Centre for Assessment Ltd before any work takes place. If this is not received then VAT will be added to their invoice.

**Additional Visit:** A fee which is proportionate to the additional work required should be agreed by both parties in advance. (An additional visit may be required when a site visit identifies either a major issue to be addressed, or information, which differs from that contained in the initial application, such as the scope of operation, number of sites or number of employees).

### Liability

Assessments undertaken on behalf of Centre for Assessment Ltd. address only a sample of the customer's management system. Findings reported do not imply that the non-conformities raised are the only ones which exist. Any action taken by the customer as a result of assessment work undertaken on behalf of Centre for Assessment Ltd. remains the responsibility of the customer.

### Information Displayed in the Public Domain

Information regarding customers registered with Centre for Assessment Ltd is available on our website and is available to the public. Information displayed: company name, certification number, scope of certification and location.

### Information Technology Systems

The assessor(s) will complete electronic reports on site and may need the use of a computer and printer in order to leave a copy of the assessment documentation with the customer's representative. All assessment personnel are required to keep their personal IT system virus free, but should a problem arise, Centre for Assessment cannot accept responsibility for any corruption of the customer's IT systems. The customer has the right to refuse access to their IT Systems.

### Indemnity

The customer will indemnify Centre for Assessment Ltd. against any claims or losses suffered by Centre for Assessment Ltd. as a result of misuse by the customer of certification given by Centre for Assessment Ltd.

### Data Protection Statement

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All information gathered by Centre for Assessment Limited in the delivery of its services is processed in accordance with the Data Protection Act 1998. The information you provide to us, or our sub-contractors, will be used in the delivery of services to your business, in meeting legal obligations and contractual obligations to any funder(s) of the service (including but not limited to assisting our funders in monitoring the use of public funds).

Any personal information we collect is stored securely until a time it is no longer required or has no use. We or other companies within the Manchester Growth Company group (a list of companies can be found at: <http://www.manchestergrowth.co.uk/company-information/>), their delivery partners, business successors, funders, and professional advisors (together Related Companies) may have access to your personal information for the purposes of statistical and/or qualitative analysis, or offering similar or complimentary products or services to your business with the aim of helping it to grow and thrive (including by email, telephone, text, fax or otherwise ('ancillary use')). In providing information when you sign up to our services and in the course of provision of the services to you and by accepting the provision of our services, you give specific and informed consent for Centre for Assessment Limited and its Related Companies to use such data as described. Data held by Centre for Assessment Limited and its Related Companies will not be transferred outside the European Economic Area. You have the right to request a copy of any personal information we hold about you; if you would like a copy of some or all of your information and/or you would like any inaccuracies in the information we hold to be rectified, please write to Centre for Assessment Limited. If you wish to withdraw your consent to ancillary use of your personal information or limit such use of the information, you can "opt out" free of charge at any time by contacting Centre for Assessment Limited or its parent Company the Manchester Growth Company in writing or by phone or email. If during signing up to our services or during the course of provision of the services you provide personal information relating to another employee of your business, you warrant that person has authorised you to provide such information and is aware of the contents of this paragraph.

### **Impartiality**

Centre for Assessment Ltd (CFA) provide an object and fair assessment and certification process. Impartiality is at the core of our business ethos. CFA has put in place procedures, practices and policies to safeguard the impartiality of its activities. We strive to deliver assessment certification services which provide the market place with confidence, while maintaining the professionalism and credibility of not only our own audit and certification processes, but those of the United Kingdom Accreditation Service (UKAS).

Centre for Assessment's full impartiality policy is available in full on our website [www.centreforassessment.co.uk](http://www.centreforassessment.co.uk). If you are unable to access this for any reason a copy can be requested from our head office.

There are no restrictions on eligibility. Those organisations in the UK that want to achieve Customer Service Excellence through formal assessment, whether they are in the public, private or third sector, are able to do so.

### **Conflict of Interest:**

A conflict of interest is any circumstance where the interest of Centre for Assessment Ltd differs from those of an individual acting on behalf. This may be in the form of an associate performing assessment activity for an entity they have a close business or personal relationship with. This kind of scenario must be eradicated to avoid any influence of the assessor's judgement and lack of impartiality.

We recognise the following scenarios as a conflict of interest:

- An individual auditing a system they have implemented or provided consultancy support to
- Auditing the system of a family member or friend
- Accepting, directly or indirectly, any kind of personal advantage offered by the organisation or individual to be audited

**All customers are responsible and must inform Centre for Assessment Ltd head office immediately should any threat or potential threat to impartiality or a conflict of interest be identified.**

### **Other Services**

Centre for Assessment Ltd reserve the right to approach Organisations/Firms about other services that they provide.

### **Terms and Conditions**

These terms and conditions form a legally binding contract. Any validity and performance of the contract shall be governed in all respects by English Law; in connection with any disputes between the parties relating to or connected with the assessment contract; both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in England.

### **Terms & Conditions Variation**

Centre for Assessment Ltd. reserves the right to change these Terms and Conditions. Due notice will be given for any changes to certification requirements.