CfA Centre for Assessment	Terms & Conditions	Date: 12/11/2026
		Revision: 39

This document applies to clients involved in the following standards: ISO 9001, ISO 14001, ISO 45001, ISO 27001, EN 1090 and all other non-accredited certifications to British and International Standards.

These terms & conditions form an agreement between Centre for Assessment Limited incorporated and registered in England and Wales with company number 04089911 whose registered office is at Lee House, 90 Great Bridgewater Street, Manchester, M1 5JW (**CfA**) and its Client Organisations.

1. The Scope of these Terms and Conditions

a) CfA carries out audits and certification of documented management systems against Internationally Recognised Standards. Customers certified by CfA are required to comply with the specifications of these terms and conditions for the duration of their certification.

b) The certification service is available without discrimination to all applicants regardless of the size, location and membership of their group or association.

c) Applicants are required to notify CfA 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.

d) CfA 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 CfA.

2. Background

a) The Scope of Accreditation issued by The United Kingdom Accreditation Service (UKAS). UKAS acknowledges that CfA has the knowledge and skills to manage audits in specific sectors and technical areas. Details of these applicable sectors and technical areas are available upon request, and directly from the UKAS website. If a sector is outside of CfA current scope, the customer will be made aware of this at the contract review stage and offered an unaccredited certification (excluding EN1090).

b) 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 CfA therefore cannot and does not guarantee a good product or service provided by the certified customer or any operating compliance.

3. Confidentiality/Data Protection

a) CfA will treat all aspects of the audit as 'commercial in confidence' and any information/evidence outside of the public domain that is gained during the audit will be used for the audit 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 audit, other than for internal verification purposes in the process of granting, extending, or withdrawing certification.

b) CfA will provide suitably qualified personnel for audit work. Contracted-in assessors are selected and monitored in line with CfA competence criteria, which conforms with relevant international standards such as ISO/IEC 17021-1, ISO/IEC 17021, ISO/IEC 17021-3, ISO/IEC 27006 and ISO/IEC 42006. All contracted-in 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).

c) Neither CfA, nor its agents and/or sub-contractors will use and/or disclose any confidential information to a third party without the written consent of the client or individual(s) concerned, including the receipt of information from other sources, save for fulfilling its obligations under the contract(s) or in circumstances where:

   i. 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)

   ii. It is necessary for obtaining professional advice in relation to the contract(s).

iii. It was already known to the client or individual prior to the time of disclosure by the client or individual (where CfA can prove the same with documentary evidence); or

iv. It is information which subsequently becomes public knowledge other than by breach of the contract(s) by the recipient.

d) CfA will inform clients if we are required by law to release confidential information.

e) CfA and/or The United Kingdom Accreditation Service (UKAS), may be required to accompany assessors on audits to evaluate consistency and quality of practice within the audit team. Trainee assessors may also periodically shadow/observe the lead assessor for training and quality purposes, as part of their professional development. This is a requirement of CfA's accreditation. The customer will be informed in writing prior to the audit that the assessor will be accompanied by any of the above and the customer does not have the right to refuse a reasonable notice of accompaniment . 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 audit.

f) Clients will be notified in advance of the audit of the details of the audit team attending via a reminder letter sent ahead of the visit by the head office team. The applicant has the right to request additional information on the attending audit team and can request a change of the assessor(s) allocated to conduct the audit(s).

4. Application for Audit

a) On receiving an initial enquiry and completed application, CfA will review this information and issue a quotation detailing audit costs and durations as applicable. 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 audit.

b) The audit-days allocated to the audit will be based on the information submitted on the application/quotation form. Failure by the applicant to provide accurate details of employees' sub-contractor, 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 audit activity can take place.

5. Audit Process

a) To undergo any audit 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 audit can be undertaken.

6. Allocation of Assessor and Introduction

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

7. Stage One Audit (excluding EN1090)

a) Audits are planned and conducted in two stages. The stage one audit will usually be an on-site audit and will include a full and thorough review of the documented management system.

b) Customers assessed by CfA are required to make all areas and functions of the business relevant to the audit 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.

c) 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) audit date.

d) Any gaps identified during the stage one audit will be recorded on CfA's Continual Improvement Record document. The customer will have to address these issues prior to the stage two audit taking place.

e) The maximum amount of time allowed between stage one and stage two activities is three months from the last date of the stage one audit. If the customer does not formally address and respond to the assessor and CfA in this timeframe, another stage one audit will be required as the findings from the initial stage one will become invalid.

f) 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 audit 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 audit date.

8. Stage Two Audit or full initial for EN 1090

a) Before the onset of a stage two audit, or full audit for EN1090, applicants must have completed a full audit of their relevant management system and have conducted a management review meeting (not applicable to EN1090 audits).

b) The management system must have been in operation and effective for at least three months to give the assessor enough auditable evidence. It is the client's responsibility to ensure relevant documents, records, equipment, materials, locations, personnel, including sub-contractors as appropriate, are accessible for audit purposes.

c) The purpose of a stage two/full audit 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:

i. undertake sample audits of the processes and activities defined in the scope of audit

ii. document how the system complies with the standard

iii. document how the system complies with the customer's manual and procedures

iv. formally report any non-conformities or observations

v. visit any other permanent or temporary sites

vi. interview relevant staff as appropriate

vii. produce a three-year certification plan and confirm a date for the first surveillance visit

9. Audit Report Documentation and Assessor Recommendation or Refusal

a) An audit 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 audit conducted. The report includes feedback on the audit, 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 audits are conducted in-accordance with CfA procedures.

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

10. Certification - Granting and Issuing of Certificate

a) If there are no non-conformities raised, the audit report and all supporting documentation will go through CfA's Technical Review Process. The report and all supporting documentation will be submitted to CfA and sent to an independent Technical Reviewer. The Certification Manager of CfA 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 review and acceptance of any corrective actions for findings raised at the stage two audit, 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.

b) All Certificates issued remain the property of CfA and are valid for a maximum of three years, except for EN1090 where the certificate validity is one year, providing the customer maintains the management system as detailed below.

11. Maintenance and Renewal of Certification - Surveillance and Re-Certification

a) Certified customers are required to maintain their management system and undergo all required surveillance audit/review activity on at least an annual basis. Excluding EN1090 certification, a re-certification audit is carried out for an agreed fee prior to the expiry date of the certificate. CfA will formally contact you four months prior to your next scheduled audit.

b) Surveillance audits will be conducted at the customer's premises at six or twelve-monthly intervals, dependent on several factors including level of risk, complexity, the nature and scale of the client's operations, previous audit findings and size and nature of the customer.

c) All standards (except EN1090) - Surveillance audits shall be conducted at least once a calendar year, except in recertification years. The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date

d) EN1090 Surveillance -The first surveillance following an initial audit must take place 12 months after the initial audit and at least once a calendar year thereafter.

e) Surveillance audits are on-site audits, but are not necessarily full system audits, and shall be planned together with the other surveillance activities so that the certification body can maintain confidence that the client's certified management system continues to fulfil requirements between recertification audits. Each surveillance for the relevant management system standard shall include:

   i. internal audits and management review.

   ii. a review of actions taken on nonconformities identified during the previous audit.

   iii. complaints handling.

   iv. effectiveness of the management system with regard to achieving the certified client's objectives

   v. and the intended results of the respective management system (s).

   vi. progress of planned activities aimed at continual improvement.

   vii. continuing operational control.

   viii. review of any changes.

   ix. use of marks and/or any other reference to certification.

f) EN1090 clients will receive an annual visit but may follow Annex B of EN1090-1. When an onsite audit is not required in line with Annex B requirements, clients must complete an annual declaration and undertake a surveillance review with an auditor & CfA.

   i. Clients must apply in writing to have this option, 3 months prior to the surveillance being due and will need to reapply in writing each year.

   ii. If a request in writing is not made each year an onsite audit will be provided.

   iii. Any previous non compliances must be addressed, with evidence of effective operation provided to the auditor.

g) Any open non-compliance will need to be evidenced and closed out as in effective operation

h) Re-certification, as referred to under certification, will be carried out every three years, excluding EN1090.

i) The re-certification onsite activity must take place a minimum of two 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.

j) The recertification audit shall include an on-site audit that addresses the following:

   i. the effectiveness of the management system in its entirety in the light of internal and external changes and its continued relevance and applicability to the scope of certification.

   ii. demonstrated commitment to maintain the effectiveness and improvement of the management system in order to enhance overall performance.

   iii. the effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system (s).

k) If a non-conformance is raised, an additional audit may be required, either on-site or remotely. Your auditor will confirm this at the end of the audit, and CfA will advise any revisit costs.

l) If major concerns are identified during surveillance or re-certification audits, or CfA is advised of a serious incident or breach of regulatory requirements, an additional visit will 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.

m) Re-certification will not be granted where there is evidence of nonconformity with legislation.

12. Changes to a certified organisation

a) CfA must be informed, at the time of the change, without delay and in writing, of any relevant significant changes, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification which may affect certification and the duration of any planned activity.

b) Changes include, for example, changes relating but not limited to:

i. the legal, commercial, organisational status or ownership.

ii. organisation and management (e.g., key managerial, decision-making, or technical staff).

iii. contact address and sites.

iv. scope of operations under the certified management system.

v. major changes to the management system and processes.

vi. product materials,

vii. production and processes

viii. new or essential facilities

ix. change of responsible welding contractor

x. new welding process, type of parent metal and the associated welding procedure qualification record (WPQR)

xi. new or essential equipment

c) Should there be significant changes to an organisation management system, or the context in which the management system is operating (e.g., changes in legislation) a stage 1 audit may need to be conducted at a recertification audit

13. Information Requirements

a) Certified clients are required to formally advise CfA, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority or other government or national legal authority.

b) If clients provide copies of certification documents to external parties, the documents shall be reproduced in their entirety or as required by the certification scheme (EN1090).

c) EN1090 clients are required to keep a record of complaints made know to them relating to compliance with certification requirements and make these records available to CfA when requested, as well as to take appropriate action with respect to such complaints and document the actions taken.

14. Suspension or Withdrawal and Restoring Certification

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

a) Suspension due to:

i. Breach of any of these Terms & Conditions of Registration.

ii. Serious incident or breach of relevant regulatory requirements where it can be demonstrated the management system seriously failed to meet certification requirements.

iii. Failure to apply corrective action because of non-conformities found at audit or surveillance visits.

iv. Continued logo misuse.

v. Failure of the customer to settle any outstanding CfA invoice within the required invoicing terms.

b) Withdrawal due to:

i. Failure to respond to reasonable requests made by CfA., following suspension of certification.

ii. Failure of the customer to settle any outstanding CfA invoice within the required invoicing terms.

iii. Failure to provide copies of documentation required by the assessor(s) to undertake re-certification or surveillance audit.

c) 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 CfA offices. CfA 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 breach's certification may be restored. Once certification is suspended, a reinstatement charge of £300 will be payable in addition to any outstanding charges.

15. Certificate Misuse

a) CfA 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 CfA will not use its certification in any manner or make any statement as to bring the standard or CfA into disrepute.

16. Use of Logos

a) Logos must be used in line with CfA 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 replaces as appropriate.

17. Publicity

a) 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 CfA or your certification must be approved by the Certification Manager. The text must not contain any claims that are misleading outside the scope of certification or could convey that the certification relates to the product or service quality of your customer.

b) 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.

18. Expanding or Reducing the Scope of Registration

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

b) Audit 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).

c) Extension to scope will not be granted if a communication has not been sent to CfA If you require the extension to scope to take place during your next onsite visit you must notify CfA a minimum of one month prior to your onsite date.

d) Our assessors are unable to progress extensions to scope without authorisation from head office.

19. Transfer of Certification requirements (for customers Transferring Certification from another Body only)

a) Transferring of certification is free of charge. If your current certification provider is not a UKAS Accredited certification body, the audit will be treated as an initial audit and the date on the certificate issued to you by CfA Will not precede the date the certification decision was made from CfA.

b) The customer will be required to inform their current certification provider of the transfer prior to making the transfer arrangements with CfA.

c) CfA require a copy of your latest certificate and a copy of your last report and all relevant supporting documentation to process and approve your transfer.

d) 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.

20. Appeals Procedure

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

b) All appeals will be presented to the Impartiality Committee of CfA. The Committee will examine evidence from the customer representative and the lead assessor involved.

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

21. Customer Complaints against CfA., Employees or Sub-contractors

a) If a customer has a complaint about the service, they have received it should be addressed to the Head of Operations

b) If the compliant is about the performance of the auditor, it should be addressed to the Certification Manager of CfA.

c) Where the complaint involves the Certification Manager, it should be addressed to the Impartiality Committee of CfA (details of which can be obtained directly from CfA 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.

d) A decision made by the certification manager, or the impartiality committee is final and should be accepted by all parties involved.

22. Fees

a) Fees for audit and surveillance work should be agreed in advance between CfA and the customer.

b) Prior to any surveillance and re-certification audit visits customers will receive in writing from CfA the cost of the audit. Any issues or queries with the cost must be raised prior to any audit/audit activity taking place and at least 2 months prior to any dates agreed with your assessor or detailed on your last report. Once the visit has taken place costs cannot be amended and you will be expected to pay the invoice amount in full.

c) Prices may be increased periodically in line with price reviews and CfA will always confirm in writing prior to services being delivered.

d) Initial quotations costs for surveillance visits and future visits are estimates only and are not confirmed costs for future visits. Please note daily rates or days required that are estimated in your original quotation are subject to change in line with changes in daily rates, regulatory requirements, or mandatory guidance.

e) CfA may carry out credit checks from time to time. Should an organisation credit limit fall below the cost of the audit activity, that organisation will be required to pay for their audit before any activity can take place.

f) All EN1090 Audits will be invoiced prior to the audit or review taking place and must be paid for in full before any evaluation/audit activity can take place. Should a paid for evaluation/audit not take place and is not subject to our cancellation fee, then monies will be reimbursed within 28 days of the request.

g) Invoices will be sent via email from Growth Company finance department creditcontrol@growthco.uk or finance@growthco.uk

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

i) CfA reserves the right to request payment in full prior to audits taking place, should previous years invoices not have been paid within 30 days of the invoice date.

23. Travel Expenses

a) Reasonable travel expenses will be applicable for all onsite elements of audit. Mileage will be calculated at £0.55 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.

b) EN1090 Inspection audits will incur travel expenses. Those that have not been paid for in advance, will be invoiced separately and require payment before a certificate can be issued.

24. Terms of Payment-UK

a) Payment of Invoices (except EN1090): Payment for audit 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 certification being removed.

b) EN1090 audits: payment is requested 4 weeks prior to the audit start date

c) All outstanding Invoices must be paid prior to certificates being issued.

25. Terms of Payment-NON-UK

a) All audits that take place outside of the UK will be required to be paid for in advance at least 30 days prior to any audit work taking place.

26. Cancellation

a) If any audit activity of any type that is planned to be conducted remotely or at the clients or the client's customer premises, to include but not limited to initial, surveillance, recertification visits, contract review, audit pre or follow up meetings, training or pre audits is cancelled by the customer within 30 days of the agreed date(s), CfA reserves the right to claim the appertaining daily charge for each scheduled day. All cancellations must be made in writing to CfA head office.

b) Cancellations received less than 40 days of the agreed visit where any offsite or pre-planning has already taken place then this will be charged for. This work may need to be repeated if the audit does not take place within 28 days of the original audit date.

c) Please note all cancellation must be in writing and received by CfA and the allocated auditor at least 30 days before the audit dates

d) All cancellations fees must be paid in full before any further audit work can take place

e) A cancellation is classed as any type of audit activity where dates offered have been accepted by the client that are subsequently cancelled, delayed, postponed, rescheduled or similar.

27. VAT

a) 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 CfA before any work takes place. If this is not received, then VAT will be added to their invoice.

28. Additional Visit

a) 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 an 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).

29. Liability

a) Audits undertaken on behalf of CfA 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 because of audit work undertaken on behalf of CfA remains the responsibility of the customer.

30. Information Displayed in the Public Domain

a) Information regarding customers registered with CfA is available on our website and is available to the public. Information displayed: company name, certification number, scope of certification and location.

31. Requests for Information

a) Requests for information not covered in this document should be made via email enquiries@centreforaudit.co.uk.

32. Information Technology Systems

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

33. Audit information provided on devices

a) Should an organisation wish to provide an auditor with information by sending providing devices such as laptops or memory sticks or any other hardware device, the organisation remains responsible for the device and the information contained on the device. CfA and their auditors will not accept any liability should the device be lost, stolen, or broken. The auditor will agree to treat the device with a level of care that can be deemed as reasonable and will not knowingly damage the organisations property in any way.

34. Indemnity

a) The customer will indemnify CfA against any claims or losses suffered by CfA because of misuse by the customer of certification given by CfA.

35. Data Protection Statement

a) All information gathered by CfA in the delivery of its services is processed in accordance with the Data Protection Act 2018. For further information on how we process your personal data please see our privacy policy which is located on our website CfA Privacy Notice.

b) Both CfA (CfA) and the client organisation (The organisation being audited by CfA) will act as controllers for the purpose of these terms and conditions

c) The data processing provisions attached [here] are incorporated into these terms and conditions.

36. Impartiality

a) CfA provide an object and fair audit 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 audit certification services which provide the marketplace 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).

b) Centre for Audit's full impartiality policy is available in full on our website https://www.centreforaudit.co.uk/impartiality-policy/. If you are unable to access this for any reason a copy can, be requested from our head office.

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

37. Conflict of Interest

a) A conflict of interest is any circumstance where the interest of CfA differs from those of an individual acting on behalf. This may be in the form of an associate performing audit 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:

   i. An individual auditing a system they have implemented or provided consultancy support to in any respect.

   ii. Auditing the system of a family member or friend.

   iii. Accepting, directly or indirectly, any kind of personal advantage offered by the organisation or individual to be audited.

b) All customers are responsible and must inform CfA head office immediately should any threat or potential threat to impartiality or a conflict of interest be identified.

38. Prevention of harassment of CfA Personnel

a) The Client Organisation acknowledges that Centre for Assessment Limited (CfA) has obligations under the Employment Rights Act 2025, including section 21, and the Equality Act 2010 to take all reasonable steps to prevent the harassment of its employees by third parties.

b) For the purposes of this clause, CfA Personnel means CfA's employees, auditors, assessors, contractors and associates involved in the delivery or administration of the Services.

c) The Customer shall ensure that its employees, officers, workers, agents and contractors, and any other persons under its control who may interact with CfA Personnel in connection with the Services (Customer Personnel), treat CfA Personnel with dignity and respect and do not engage in harassment, sexual harassment, bullying, discrimination, threatening or abusive behaviour, or other inappropriate conduct towards CfA Personnel.

d) The obligations in this clause apply to all communications and interactions between CfA Personnel and Customer Personnel, regardless of location and whether in person, by telephone, email, video conference, messaging service or through any other communication channel.

e) The Customer shall promptly notify CfA if it becomes aware of any allegation or incident of conduct falling within clause 38 c) involving Customer Personnel and CfA Personnel. The Customer shall co-operate reasonably with CfA in investigating any such allegation or incident and shall implement appropriate measures to address the matter and prevent recurrence.

f) Where CfA reasonably considers that conduct towards CfA Personnel is unacceptable, or that there is a risk to their safety or wellbeing, CfA may take such reasonable action as it considers necessary to protect CfA Personnel.

g) Where the provision of the Services is suspended, terminated, rearranged or rescheduled as a result of conduct falling within clause 38 c), the Customer shall be responsible for any reasonable additional costs incurred by CfA as a result, subject to any other applicable provisions of these Terms and Conditions.

h) The Customer shall indemnify and hold harmless CfA against all costs, claims, damages, or expenses incurred by CfA arising from any act of harassment or other such conduct of a similar nature committed by the Customer's Personnel against CfA's Personnel.

i) Serious or repeated failure by the Customer to comply with this clause may constitute a material breach of these Terms and Conditions and may result in CfA suspending the provision of the Services or exercising any other rights or remedies available to it under these Terms and Conditions.

39. Other Services

a) CfA reserve the right to approach Organisations/Firms about other services that they provide.

40. Terms and Conditions

a) 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; regarding any disputes between the parties relating to or connected with the audit contract; both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in England.

41. Terms & Conditions Variation

a) CfA reserves the right to change these Terms and Conditions. Due notice will be given for any changes to certification requirements.