Documented Management System

General Terms and Conditions

3.01

Issue 6

21st February 2024

Table of Contents

1. Document control 3
1.1 Control 3
1.2 Circulation 3
1.3 Approval 3
1.4 Version history 3
2. General 4
3. Services 4
4. Obligations of the Client 4
5. Fees and Payment 6
6. Report and Certificate Ownership and Intellectual Property 7
7. Communication 7
8. Confidentiality 7
9. Duration and Termination 8
10. Force Majeure 8
11. Limitation of Liability and Indemnity 8
12. Miscellaneous 9
13. Disputes 10
14. Acceptance 10

1. Document control

1.1 Control

Control of this document is in accordance with Documentation Control Procedure 2.11. The General Manager shall maintain a history of all amendments on a change register. The latest date and issue of this manual shall appear on the front cover and document reference and revision number is identified at the top of each page. The content and currency of this Policy document is the responsibility of the General Manager.

1.2 Circulation

A hard copy of this Document is held as a master copy back up and all staff can view this document in head office when required. An electronic copy is also available on the server. A copy, current at the time of circulation, will be included with each quotation presented to potential Clients and if accepted, will be retained within the Client file. A copy is also placed on the website to ensure publicly available.

1.3 Approval

Prior to the implementation of any documented process or operational procedure, the formal document will be subject to review to ensure that the commitments and process steps detailed are achievable and realistic, whilst linked to Policies and Objectives. Once reviewed and approved, the version history at 1.4 will be updated to signify the approval, and requisite authority of the approval.

1.4 Version history

Version	Author	Date released	Approved by	Date approved	Change overview
1	Tony Duff	01.05.2015	Tony Duff	01.05.2015	First Issue
2	Tony Duff	01.03.2016	Tony Duff	01.03.2016	4.8 included ref Rules on Marks
3	Tony Duff	17.08.2016	Tony Duff	17.08.2016	4.9 included ref observers
4	Tony Duff	16.10.2018	Jim Speirs	17.10.2018	4.7 Updated ref MD22 obligations on client ref serious incidents etc
5	Tony Duff	07.02.2020	Jim Speirs	01.06.2020	Section 5 updated ref cancellation & associated fees
6	Tony Duff	21.02.2024	Jim Speirs	21.02.2024	Document revised to include requirements as per clause 4.1.2.2 of ISO17065, as well as referring to use of direct debit for collecting payment.

2. General

2.1 Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between System Certification Services Ltd (hereafter referred to as "SCS") or any of their agents (each "SCS") to any person applying for certification services (the "Client") shall be governed by these General Conditions.

2.2 These General Conditions, and, as applicable, the Application, the Quotation, the Auditee Handbook, the Policies and Procedures of SCS constitute the entire agreement (the "Contract") between the Client and SCS with respect to the subject matter hereof. Save as otherwise provided no variation to the Contract shall be valid unless it is in writing and signed by or on behalf of the Client and SCS.

2.3 Where a Certificate is issued to the Client, SCS will provide the Services using reasonable care and skill and in accordance with the current issue of the Auditee Handbook. A copy of such Auditee Handbook, and any amendments to it as may be issued from time to time, will be supplied by SCS to the Client upon commencement of the Services.

3. Services

3.1 These General Conditions cover System certification services, including quality, environmental, safety, health and other management system certification in accordance with international or national standards.

3.2 On completion of an audit programme, SCS will prepare and submit to the Client a Report. Any recommendation given in a Report is not binding on SCS and the decision to issue a Certificate is at the sole discretion of SCS.

3.3 Client acknowledges that SCS, either by entering into the Contract or by providing the Services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

3.4 Certification, suspension, withdrawal or cancellation of a Certificate shall be in accordance with the applicable Auditee Handbook.

3.5 SCS may delegate the performance of all or part of the Services to an agent or a subcontractor and Client authorises SCS to disclose all information necessary for such performance to the agent or subcontractor.

4. Obligations of the Client

4.1 The Client shall be committed to fulfilling certification requirements including implementing appropriate changes when they are communicated by SCS. In addition, they shall ensure that all temporary sites, product samples, access, assistance, information, records, documentation and facilities are made available to SCS when required by SCS, including the assistance of properly qualified, briefed and authorised personnel of the Client. The Client shall provide SCS free of charge suitable space for conducting meetings.

4.2 So far as it is permitted by law, the Client acknowledges that, it has not been induced to enter into the Contract in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in these General Conditions and, to the extent that it has been it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

Any conditions or stipulations included in the Client standard form documents which are inconsistent with, or which purport to modify or add to, these General Conditions shall have no effect unless expressly accepted in writing by SCS.

4.3 The Client shall take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the Services, and will make all necessary arrangements for the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors, as well as investigation of complaints, and facilitation of the participation of observers, as applicable.

4.4 Subject to submittal of audit reports where there is nonconformity identified, the client is required to analyse the cause and describe the specific correction and corrective actions taken, or planned to be taken, to eliminate detected nonconformities, within a defined time, in order to ensure continuing validity of the Certificate.

4.5 In order to allow SCS to comply with the applicable health and safety legislation the Client shall provide SCS with all available information regarding known or potential hazards likely to be encountered by SCS personnel during their visits. SCS shall take all reasonable steps ensure that whilst on the Client's premises, its personnel comply with all health and safety regulations of the Client, provided that the Client makes SCS aware of the same.

4.6 The Client may only reproduce or publish extracts of any report of SCS if the name of SCS does not appear in any way or the Client has obtained the prior written authorisation of SCS. SCS reserves its rights to lodge a complaint in case of disclosure in breach of this clause or disclosure which SCS considers in its sole discretion is abusive. The Client shall not publicise details of the way in which SCS performs, conducts or executes its operations.

4.7 The Client shall immediately inform SCS of any and all changes in their premises which may affect their management system, their service their products, their process or their skills. Any breach of this obligation to inform may lead to the withdrawal of the Certificate. This obligation also requires the Client to inform SCS (the Certification Body), without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority. Furthermore, the Client is bound to inform SCS of any of changes that may affect its ability to conform with the certification requirements, or any major nonconformity identified during internal audits undertaken by the Client, its partners or public authorities.

4.8 The Client, when successfully certified by SCS, shall be permitted to use marks of conformity (logos) issued by SCS in accordance with the rules detailed within SCS document 3.06, with failure to comply with the requirements resulting in a non-conformances being raised against the client and can lead to suspension and even legal action. In making reference to its product certification in communication media such as documents, brochures or advertising, the client shall comply with the requirements of 3.06 and as specified by the certification scheme document.

4.9 The Client will permit justified observers, to enable SCS to attain, maintain and retain the integrity, impartiality and accreditation of SCS's management system for the delivery of certification services.

4.10 If the certification applies to ongoing production, the Client shall ensure that the certified product continues to fulfil the product requirements. If the client makes claims regarding certification those shall be consistent with the scope of certification, and the client shall not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.

4.11 If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

4.12 Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required reasonable measure as stipulated by SCS.

4.13 The Client shall keep records of all complaints made known to it relating to compliance with certification requirements and will make these records available to the certification body for verification when requested during certification activities, and takes appropriate documented action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification

5. Fees and Payment

5.1 The fees quoted to the Client cover all stages leading to completion of the audit programme or operations and the submission of a Report and of the periodic surveillances to be carried out by SCS for the maintenance of the Certificate. As fees are based on the charge rate applicable at the time of submitting a Proposal, SCS reserves the right to increase charges during the registration period. SCS may also increase its fees if the Client's instructions change or are found to be not in accordance with the initial details supplied to SCS prior to it providing the relevant fee quotation. Clients will be notified of any increase in fees.

5.2 Upon agreement of the proposal, the Client will be required to set up a direct debit mandate to ensure the requisite audit fee is collected 14 days in advance of the audit activity and maintain the impartiality of the audit.

5.3 Additional fees shall be charged for operations that are not included in the Proposal and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:

(a) Repeats of any part, or all, of the audit programme or operations due to the registration procedures and rules not being met;
(b) Additional work due to suspension, withdrawal and/or reinstatement of a Certificate;
(c) Re-audit due to changes in the management system or products, process or services; or
(d) Compliance with any subpoena for documents or testimony relating to work performed by SCS.

5.4 Without prejudice to clause 5.2, additional fees will be payable at SCS's charging rates in force from time to time in respect of rush orders, cancellation or rescheduling of services or any partial or full repeats of the audit programme or operations which are required as set out in the Auditee Handbook.

5.5 Clients will be given adequate notice by SCS. Once confirmed, if an audit is cancelled or postponed by act or omission an additional fee will be charged if a visit is postponed or cancelled by the client within 20 working days of its planned occurrence. The fee chargeable will be based on a percentage of SCS's day rate fee per audit day (as per proposal agreed for that visit), as follows: cancellation within 5 working days = 100%; cancellation within 10 days = 50%, and, cancellation within 20 days = 25%.

5.6 Unless otherwise stated all fees quoted are inclusive of travelling and subsistence costs. All fees and additional charges are exclusive of any applicable Value Added Tax, Sales Tax or similar tax in the country concerned.

5.7 Following notification of the scheduled audit date (as agreed) to the Client, SCS shall issue an invoice to the Client, which must be paid prior to the audit visit commencing. Invoices for any additional and further work will be issued on completion of the relevant task, and are payable within thirty (30) days of the date of each invoice (the "Due Date") regardless of whether the Client's system or products qualify for certification. Interest will become due, using the Bank of England base rate + 8%, from the Due Date up to including the date payment is actually received.

5.8 Where the Client does not make payment in advance of the audit and SCS deem that the audit cannot proceed due to the potential impartiality conflict, the omission of payment shall be construed to amount to cancelling the audit through failure to meet the requirement to pay in advance. In order to minimise the impact on certification personnel, unless confirmation of payment is provided prior to 3 working days in advance of the audit, this will be the recognised timeframe of cancellation.

5.9 Any use by the Client of any Report or Certificate or the information contained therein is conditional upon the timely payment of all fees and charges. In addition to the remedies set out in the Auditee Handbook, SCS reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any Certificate for a Client who fails duly to pay an invoice when due.

5.10 The Client shall not be entitled to retain or defer payment of any sums due to SCS on account of any dispute, counter claim or set off which may allege against SCS.

5.11 SCS may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction. The Client shall pay all SCS's collection costs including reasonable legal fees and related costs.

6. Report and Certificate Ownership and Intellectual Property

Any document including, but not limited to any Report or any Certificate, provided by SCS and the copyright contained therein shall be and remain the property of SCS and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes, in addition to the electronic copies provided.

7. Communication

The Client may promote its certification in accordance with the terms set out in the Policy governing the use of the certification marks. Use of SCS' corporate name or any other registered trademarks for advertising purposes is not permitted without SCS' prior written consent.

8. Confidentiality

8.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed to a party by an independent third party with a right to make such disclosure.

8.2 Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

9. Duration and Termination

9.1 Unless otherwise agreed, the Contract shall continue (subject to the termination rights set out in these General Conditions) for the term set forth in the Proposal (the "Initial Term"). On expiry of the Initial Term, the Contract shall renew automatically unless and until either party notifies the other in writing that the Contract will terminate at least three months prior to the expiry of the Initial Term or on three months' notice any time after the Initial Term.

9.2 SCS is entitled, at any time prior to the issue of a Certificate, to terminate the Contract if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of SCS such breach within 30 days.

9.3 Either Party shall be entitled to terminate immediately the provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.

9.4 Unless otherwise agreed in writing, the rights and obligations of the parties defined in clauses 7, 8, 11, 12 and 13 shall apply notwithstanding the completion of the Services or termination of the Contract.

10. Force Majeure

If SCS is prevented from performing or completing any service for which the Contract has been made by reason of any cause whatsoever outside SCS' control, including, but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Client to comply with any of its obligations under the Contract, the Client will pay to SCS, the amount of all abortive expenditures actually made or incurred; a proportion of the agreed fees equal to the proportion (if any) of the service actually carried out; and, SCS shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

11. Limitation of Liability and Indemnity

11.1 SCS undertakes to exercise due care and skill in the performance of the Services and accepts responsibility only in cases of proven negligence.

11.2 Nothing in these General Conditions shall exclude or limit SCS' liability to the Client for death or personal injury or for fraud or any other matter resulting from SCS' negligence for which it would be illegal to exclude or limit its liability.

11.3 Subject to clause 11.2, the total liability of SCS to the Client in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to SCS under the Contract (excluding Value Added Tax thereon).

11.4 Subject to clause 11.2, SCS shall have no liability to the Client for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the

performance by SCS of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

11.5 Subject to clause 11.2, SCS shall not be liable to the Client nor to any third party:

(a) For any loss, damage or expense arising from (i) a failure by Client to comply with any of its obligations herein (ii) any actions taken or not taken on the basis of the Reports or the Certificates; and (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information provided to SCS;
(b) For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and
(c) Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

11.6 Except for cases of proven negligence or fraud by SCS, the Client further agrees to hold harmless and indemnify SCS and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising; relating to the performance, purported performance or non-performance, of the Services; or, out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

11.7 Each party shall take out adequate insurance to cover its liabilities under the Contract.

12. Miscellaneous

12.1 If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.2 Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without SCS' prior written consent.

12.3 Neither party shall assign the Contract without the prior written consent of the other Party such consent shall not be unreasonably withheld. Any assignment shall not relieve the assignor from any liability or obligation under the Contract.

12.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these General Conditions or the Contract.

12.5 A Party giving notice under these General Conditions must do so in writing with such notice being hand delivered or sent by prepaid first class post to the address for the other Party as set out in the Application. A notice will be deemed received by the other Party:

(a) If hand delivered, on the date of delivery;

(b) If sent by first class post, three days after the date of posting;

12.6 The Parties acknowledge that SCS provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between SCS and the Client.

12.7 Any failure by SCS to require the Client to perform any of its obligations under these General Conditions or the Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

13. Disputes

Unless specifically agreed otherwise, all disputes arising out or in connection with these General Conditions or the Contract shall be governed by the laws of Northern Ireland and be finally settled under the Rules of Arbitration of the Chartered Institute of Arbitrators by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Belfast (N. Ireland) and be conducted in the English language.

14. Acceptance

Notwithstanding the Client's right of Appeal with regards to Certification Decisions as detailed within the Auditee Handbook, unless agreed otherwise, Clients' acceptance of the General Terms and Conditions detailed herein is signified by a Senior Representatives signature, digital or otherwise.