

## Conditions of Contract - Certification

Type:	Information	Author/Owner:	Juraj Urban
Revision date:	15/03/2023	Approved by:	Tony Kinsella

### 1. Introduction

This agreement defines the terms and conditions relating to the independent certification services offered by Lucideon CICS Limited (hereafter referred to as LUCIDEON). These services do not include Consultancy.

This Agreement may be revised, updated and changed as per changes made to the related certification/accreditation standards, or other justified reasons. LUCIDEON therefore reserves the right to amend this Agreement from time to time provided LUCIDEON gives those clients potentially impacted by the changes, a period of at least 30 days to comment on or question the reasons for the change. In this agreement LUCIDEON\* means LUCIDEON staff and agents.

### 2. Enquiry

Following your enquiry you will be requested to supply us with appropriate information. From this information you will be provided with a written quotation, specifying the duration and cost involved.

### 3. Initial Assessments

To enable us to establish confidence that your management system(s) meet the requirements of this agreement and the specified standard, we require you to:

- Allow us full access to all work areas, personnel, records and documentation relevant to your application.
- Demonstrate compliance to the specified standard, to our satisfaction.
- Nominate a management representative and advise us of this nomination.

If we are not satisfied that compliance can be adequately demonstrated during the initial assessment, it may be necessary to undertake further special visits. Should this be the case, they will be arranged in advance and a written quotation provided.

### 4. Certification

Following a satisfactory visit and submission of an adequate corrective action response (where necessary) an independent review of the initial assessment report will be conducted. If satisfactory, we shall then grant certification. As evidence of certification you will receive a signed certificate, valid for 3 years (or in line with the relevant scheme requirements), detailing the scope of assessed activities and location. Continuation appendices may support this.

We may at any time refuse certification or revoke, suspend or terminate certification where, in our reasonable opinion, compliance with the specified standard or this agreement has not been met.

### 5. Surveillance and Re-assessment

It is recognised that the certified client, and not LUCIDEON, has the responsibility for consistently achieving the intended results of implementation of a management system standard and conformity with the requirements for certification. It is a condition of this agreement that you advise us in writing, if at any time you no longer comply with this agreement or the specified management standard, or make significant changes to your management system. You should advise your designated contact.

It is an additional requirement of ISO 17021 that you shall advise us in writing of any changes to:

- The legal, commercial organisational status or ownership.
- Organisational and management (key managerial, decision-making or technical staff).
- Contact address and site/s
- Scope of operations under the certified management system and
- Major changes to the management system processes.
- [Some text removed]

We shall make regular visits to your premises to ascertain the continuing effectiveness of your management system. The duration and frequency shall be at the reasonable discretion of LUCIDEON.

Prior to the expiry of your certificate we will undertake a re-certification visit. This visit shall include a review of the previous visit

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reports, conducted within the certification cycle. In some cases this may require a slightly extended visit, in order to assess fully suitability for renewal of your certificate.

Please also refer to specific Additional Scheme requirements where applicable.

### 6. Publicity & Promotion

In order to maintain the integrity of our service, you agree not to make any misleading statements concerning your application or certification to any third party and will use your best endeavours to ensure that no-one connected with you gives misleading information.

### 7. Confidentiality

LUCIDEON, its staff and agents shall keep confidential all information relating to your business and shall not disclose that information to any third party.

LUCIDEON'S staff and agents have signed individual confidentiality undertakings and will only receive confidential information on a need to know basis. This confidentiality undertaking shall continue for a period of not less than 10 years after termination of this agreement.

You shall keep confidential all information relating to the commercial and intellectual property of LUCIDEON and shall not disclose this to any third party.

These restrictions shall not apply to any information in the public domain or which LUCIDEON is required by law or relevant accreditation bodies to disclose.

### 8. Fees and Charges

All fees and charges will be as per quotation. You shall undertake to pay the fees invoiced. In the absence of any contrary written agreement all fees shall be paid by the end of the first month following the month of the invoice or prior to certificate issue as appropriate.

Where a scheduled visit is booked in advance, any subsequent change or cancellation requested by you may be subject to a discretionary charge, up to the full cost of the visit.

We shall wherever possible conduct visits as part of a tour. The cost of travel and travel expenses shall be evenly allocated across all clients that make up the tour, based upon the respective duration of visits, where not included in the quotation.

### 9. Ownership of LUCIDEON certification

The certificate and the right to use our logo shall remain the property of LUCIDEON and you agree not to assign, charge, licence, transfer or otherwise deal with it in any way. We have documented guidance on the use of our certification mark and this is available at this link: [Use of the Logo](#)

### 10. Assignment

We may assign this agreement to any company or corporate body in which we have an interest, own shares or have an affiliation with. We may sub contract the undertakings of assessment visits to our approved agents.

### 11. Force Majeure

LUCIDEON and you will be released from the obligations of this agreement if any event beyond the control of both of us shall make performance of this agreement impossible.

### 12. Safety

You are responsible for ensuring that when we visit your site we have adequate protective equipment for the working environment to be assessed. Where specialist training is required this shall be disclosed to us at the outset. Please raise these issues with your designated contact in advance of a visit.

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**13. Limitation of Liability**

Except for liability for death or personal injury directly resulting from LUCIDEON's acts or omissions, our liability in respect of any single event or series of events for breach of our obligations in this Agreement shall be strictly limited to the amounts paid by you to LUCIDEON in the 12 months preceding the date of the event or events giving rise to the loss.

**14. Insurance**

We reserve the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage for the purpose of meeting any third party liability.

**15. Complaints**

If we receive a complaint about your organisation, within the scope of your certification, which proves on investigation to be well founded, we will require immediate action within a specified time. Failure to take adequate action may lead to withdrawal or suspension of certification. A special visit may also be required to resolve the issue, which shall be charged to you at the standard day rate.

If you have cause to complain about the provision of our service, the complaint should be made to the UK Office for the attention of the Managing Director.

**16. Appeals**

Where you are unable to resolve any dispute relating to your certification by discussion with your designated contact, you may appeal in writing. This appeal should initially be made to the relevant Senior Manager.

A full description of the Complaints and Appeals process is available on request [or via this link](#).

**17. Law**

English law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**18. Additional Scheme requirements ISO14001 & ISO 45001**

It is an additional requirement of ISO14001 & ISO 45001 certification that you shall advise your designated contact, without delay of the occurrence of any Incident, such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority. We reserve the right to terminate this agreement if you fail to notify us of such a breach or act in a way to bring your certification into disrepute, or have failed to remedy such breach within the time frame agreed with the competent regulatory authority.

Independent from any involvement of the competent regulatory authority, a special audit may be required in order that we can investigate if the management system has been compromised and did not function effectively. This special audit will be documented in the normal reporting manner.

We reserve the right to update the quotation provided for ISO14001 or ISO 45001 if, upon completion of Stage I assessment, there are significant issues raised, not known at the enquiry stage.

**19. Additional Scheme requirements Product Conformity**

It is a requirement of all Product Conformity schemes that you:

- always fulfil the certification requirements (see ISO 17065 Clause 3.7), including implementing appropriate changes when they are communicated by the certification body (see ISO 17065 Clause 7.10);
- if the certification applies to ongoing production, the certified product continues to fulfil the product requirements (see ISO 17065 Clause 3.8);
- make all necessary arrangements for
  - o the conduct of the evaluation (see ISO 17065 Clause 3.3) and surveillance (if required), including provision for
  - o examining documentation and records, and access to the relevant equipment, location(s), area(s),
  - o personnel, and client's subcontractors;

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## Conditions of Contract - Certification

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- o investigation of complaints;
- o the participation of observers, if applicable;

- make claims regarding certification consistent with the scope of certification (see ISO 17065 Clause 3.10);

- do not use your product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding your product certification that the certification body may consider misleading or unauthorized;

- upon suspension, withdrawal, or termination of certification, you discontinue the 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 measure;

- if your organisation provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;

- in making reference to your product certification in communication media such as documents, brochures or advertising, your organisation complies with the requirements of the certification body or as specified by the certification scheme;

- comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;  
NOTE See also ISO/IEC 17030, ISO/IEC Guide 23 and ISO Guide 27.

- keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and

- o take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- o document the actions taken;
- o inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.

- advise us in writing of any product failures against the certified standard, that have been released for sale, as conforming to that standard.

We reserve the right to terminate this agreement if you fail to notify us of such a failure or act in a way to bring your certification into disrepute. Such failure shall be investigated and may result in additional independent re-testing, at your cost.

It is an additional requirement of all Product Conformity schemes that you advise us in writing if you stop or suspend manufacture of a product that holds a product conformity certificate, for more than 12 months.

We reserve the right to suspend or withdraw the respective product certification licence.

Additional fees and charges for testing and administration are applicable to product conformity.

### 20. Additional Scheme requirements Integrated Certification

Where an integrated certificate is issued the specific additional scheme requirements of each scheme included in the integrated certification shall also apply.

### 21. Termination

We reserve the right to terminate this Agreement without cause by giving you 90 days' notice in writing.

You may also terminate this agreement by giving us 90 days' notice in writing.

Upon termination you must remove all references to LUCIDEON certification. Your signed certificate and all copies must be returned to us within 28 days of the date of termination.

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Either party may terminate the Agreement without notice if the other party is unable to pay its debts or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other party.

**Last updated 15/03/2023**

All changes from the previous version are shown in blue text.

Note: Please refer to the link "Conditions of Contract Certification", which is shown at the bottom of each page of the website, for the most current version of these Conditions.

UNCONTROLLED WHEN PRINTED

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