

## Terms & Conditions of Business

### 1. INTRODUCTION

1.1. Avalon Certification (may also be known as ACL) registered firms scheme enables organisations whose management systems comply with the requirements of 9001 2008, ISO 14001 2004 or other standards or schemes to be registered by Avalon Certification and to display the Avalon Certification registered firm symbol in accordance with the guidelines on how to display the registered firm symbol (form A38) which forms part of these conditions.

1.2. The conditions of business herein and this introduction are understood and agreed to apply to all locations of whatever description from which Avalon Certification performs certification activities including any locations out side of England of Wales. These conditions are agreed to apply to all clients of Avalon Certification and are legally binding.

### 2. THE STAGES OF CERTIFICATION

#### 2.1. Enquiry

Upon enquiry, Avalon Certification will provide you with a quotation for the certification services you require. The quotation shall usually be based upon the number of your employees and the complexity of operations. (variations may occur according to the complexity of operations)

**2.2. Application.** As acceptance of our quote you will be required to sign these terms & conditions and return them to Avalon Certification (you are advised to retain a copy for your records). This confirms your acceptance and agreement with these terms and conditions. Additional information or clarification is available upon request.

#### 2.3. Assessment

In order to verify the validity of your management system/s against the requirements of ISO 9001 2008, ISO 14001 2004 or other standards or schemes, you are required to:

- a) Provide Avalon Certification with or allow us access to documentation and any other information including any associated records. We shall also require access to all areas to enable us to perform accurate, proper and correct certification activities.
- b) Inform us immediately of any changes that have occurred from the original quotation as any additional work involved may incur additional charges.
- c) Complete a full internal audit and management review of your management systems ensuring they meet the requirements of the relevant management systems standards or schemes for which we are providing certification services.
- d) Provide the objective evidence necessary to confirm compliance with the relevant management systems standard or scheme for which we are providing certification services.
- e) Settle all accounts with Avalon Certification upon request and in accordance with any terms of payment as issued by us to you.
- f) Identify your management representative and make him / her known to us.

#### 2.4. Certificate issue

It is your responsibility to satisfy the requirements of the relevant management systems standards or schemes to which we are providing certification services. We shall verify this and agree an accurate scope of certification with you and the locations where certification is provided. If compliant we shall issue a certificate to confirm this. Certificates shall not be issued if there are any doubts whatsoever about your compliance with the requirements of the management system standards or schemes for which we are providing certification services. Avalon Certification reserve the right to refuse to issue a certificate.

#### 2.5. Continuing assessment

You are required to inform us in writing or by email in the first instance should your fitness as a certified organisation be in doubt, if at any time you do not comply with the requirements of the management system standard or scheme for which we are providing certification services, if there have been any changes to your operational ability which may effect the scope of certification. Avalon Certification shall carry out 'on site' assessments at periods as defined in your quotation to verify your ability to continually meet the requirements of the management systems standards or schemes for which we are providing certification services. In all cases the minimum frequency for continual assessment visits shall be at least once per annum. We reserve the right the increase / decrease continual assessment visits at our discretion. We shall notify you in advance of any visits and issue you with an audit plan/ agenda. On the anniversary of the third year of certification we shall carry out triennial review of your management system.

### 3. IMPARTIALITY

3.1. Avalon Certification shall provide certification services which are impartial. We recognise the importance of impartiality in maintaining the integrity of the audit process and as such have systems in place to manage and control any conflict of interests which may arise. We shall analysis and minimize such threats. Any threats to the impartiality of Avalon Certification shall be made available to its Committee for impartiality for investigation.

### 4. OBSERVERS

4.1. It is a condition of our Accreditation that our governing body (UKAS) from time to time shall perform audits on us. This may take the form of UKAS observing ourselves performing an audit of the certified client on the clients premises. We may therefore require you to accommodate this as part of the conditions of your certification. If such a visit is unacceptable to you, you must inform us in sufficient time to allow alternative arrangements to be made.

### 5. CONFIDENTIALITY

5.1. Avalon Certification staff, auditors and any agents are bound by confidentiality agreements and as such are legally obliged not to disclose any information connected with your business to any third party unless required to do so by law.

### 6. PUBLICITY AND PROMOTION

6.1. You agree to not make any misleading statements regarding your application or certification status. You shall not allow your certification status to imply or lead anyone to think it is a certification of a product. You shall not allow certification marks, badges or logo's be placed on a product or on product packaging. You must not allow your certification to be applied to or to imply that any areas except those within the scope of certification to which we have provided certification services are certified. You must comply with the instructions issued to you when making reference to your certification status in the media and in particular the requirements for the display of certification logo's and badges. You must not bring Avalon Certification into disrepute or loose public trust in the certification system.

### 7. PAYMENTS

7.1. Fees for assessment are non refundable. Fees for initial audits shall be sought prior to any on site activities taking place wherever possible. All other fees are due following each assessment. All fees are subject to the relevant and applicable local and national taxes. Any agents or individuals other than those directly employed by Avalon Certification shall be responsible for payment of their own taxes. Details of assessment charges and associated manday requirements will be made available upon request.

### 8. AVALON CERTIFICATION REGISTRATION

8.1. All granted certificates and the right to use those certificates and symbols remain the property of Avalon Certification who retain sole rights for the use of any certification marks, badges or symbols issued by them. Certificates, badges or symbols cannot be sold, rented, borrowed, leased, or used as an asset by the certified client. In the event of a change of registered name, company takeover, amalgamation or any other corporate changes that could effect certification, Avalon Certification must be informed in the first instance in order that the correct arrangement may be made.

### 9. SAFETY

9.1. It is your responsibility to inform Avalon Certification of any safety arrangement including the use of any personal protective equipment (PPE) that may be required when we visit your site / premises. You are responsible for our safety whilst on your sites. It is your responsibility to inform us of any special on site conditions or equipment required (which you shall provide) in order for us to carry out certification activities on your site. We reserve the right to cancel a certification activity if the safety of auditors or others acting on behalf of Avalon Certification is at risk. In such circumstances you shall be liable for all applicable fees.

### 10. INDEMNITY

10.1. Avalon Certification and you shall indemnify each respective party against the other for any damages or costs arising from any acts or omissions. Neither party shall be liable to the other in any respect in relation to indirect, consequential or economic losses occurred during the normal course of events.

### 11. INSURANCE

11.1. Avalon Certification maintains adequate indemnity and liability insurances appropriate to our activities. It is your responsibility to ensure you hold current and relevant insurances in relation to your activities in accordance with the law, good practice, standards and relevant schemes.

### 12. LAW

12.1. Changes to these conditions may be made from time to time by Avalon Certification. We will give reasonable notice in the event of any changes taking place. These conditions are subject to the law of England & Wales. Any disputes must be resolved in accordance with such laws. We both agree to resolve any dispute between us. You may use our appeals procedure. Either of us will only resort to legal action as a last resort and after exhausting all other avenues.

### 13. COMPLAINTS, DISPUTES & APPEALS

13.1. Avalon Certification maintain a transparent complaints and appeal process. Any complaints, disputes or appeals shall be dealt with fairly and impartial. A Committee for impartiality exists which may be Referred to for the resolution of any unresolved issues. Complaints and appeals processes are available at [www.acerfi.com](http://www.acerfi.com)

### 14. TERMINATION

14.1. Avalon Certification reserves the right to terminate certification at any time should you fail to comply with these conditions or have acted in a way to bring your certification or Avalon Certification or the certification process into disrepute and have failed to rectify this breach.

14.2. Avalon Certification can also terminate this contract for any reason by giving you 30 days notice of termination in writing.

14.3. You may terminate this contract at any time by giving Avalon Certification at least 30 days notice prior to any due certification activities taking place in writing. Upon termination you must immediately cease to use the certificates issued to you and all logo's, badges and symbols in their entirety including any advertising matter. If you cancel or terminate your certification less than 30 days prior to any planned or scheduled certification activity you shall be liable for the payment of the fee.

### 15. AGREEMENT

15.1. We agree to these Terms and Conditions of Business and confirm that we have read and understand them and that the persons who signatures appear below are authorised to sign this Agreement on behalf of the client and Avalon Certification. We accept this is a legally binding document.

Company Name : .....

Name on behalf of the above : .....

Signature : ..... Date : .....