

## Changes from Revision 0

Too many amendments to list, changes highlighted in red text

### 1. Purpose

The purpose of this agreement is to inform all companies that wish to have pressure equipment certified, or already have pressure equipment certified by TÜV UK Ltd. about the working method and reciprocal agreements that are applicable to such certification.

### 2. Introduction

TÜV UK Ltd. (referred to throughout this document as TÜV UK) operates a certification service within a UKAS accredited scope of activities. The scope is available on request or by visiting [Search UKAS accredited organisations](#).

Accredited certification services within the UKAS accredited scope can be provided through our associates (Members of TÜV NORD Group) under the full control of TÜV UK.

Accredited certification which is outside the UKAS accredited scope for TÜV UK may be provided through our TÜV NORD Group associated companies.

The management of TÜV UK understand the importance of impartiality in carrying out its certification activities, management of any conflict of interests and ensuring objectivity of all our certification activities. We are committed to providing a non-discriminatory and impartial product certification service. This service is open to all applicants and successful applications shall neither be impeded nor given priority due to financial or any other influence.

TÜV UK believes in allowing public access of appropriate and timely information about our assessment and certification processes including the certification status of our clients is provided on request. Confidential information on our clients and their assessments are not in the public domain and such information is treated with the strictest of confidence. TÜV UK do not provide consultancy.

### 3. Our Agreement

TÜV UK undertake the assessment of the pressure equipment. This certification agreement and our quotation set out the terms of the agreement between us, which is formed when we receive a signed acceptance form (provided with the quotation).

### 4. Application, Quotation and Acceptance

On receipt of your completed application, we will provide you with our quotation giving details of the fees and costs. On acceptance of the quotation, you will complete the acceptance form and submit it to TÜV UK with payment as appropriate.

All information provided must be accurate and complete. TÜV UK reserve the right to request further information from you if any information or details are incomplete or unclear. TÜV UK will then allocate a competent assessor or assessor team to the project in line with TÜV UK procedures and arrange the assessment.

### 5. Assessment Methodology Pressure Equipment Safety Regulations – **PESR Non-QA Modules**

**Module B - Type Examination – Production Type**, TÜV UK shall examine the technical documentation and supporting evidence to assess the adequacy of the technical design of the

pressure equipment and the manufacturing procedures in accordance with the requirements of the PESR.

Where the type meets the requirements of PESR TÜV UK shall issue a Type Examination Certificate – Production Type to you.

Where the type does not satisfy the applicable requirements of PESR TÜV UK shall refuse to issue a Type Examination Certificate – Production Type and shall inform you, accordingly, giving detailed reasons for refusal; you will be informed about how to appeal the decision.

You shall inform TÜV UK of all modifications to the approved type that may affect the conformity of the pressure equipment with the essential safety requirements of PESR or the conditions for validity of the certificate. Such modifications shall require additional approval in the form of an addition to the original Type Examination Certificate – Production Type.

**Module B - Type Examination – Design Type:** TÜV UK shall examine the technical documentation and supporting evidence to assess the adequacy of the technical design of the product in accordance with the requirements of the PESR.

Where the design meets the requirements of PESR TÜV UK shall issue a Type Examination Certificate — Design Type to you.

Where the design does not satisfy the applicable requirements of PESR TÜV UK shall refuse to issue a Type Examination Certificate — Design Type and shall inform you, accordingly, giving detailed reasons for its refusal; you will be informed about how to appeal the decision.

You shall inform TÜV UK of all modifications to the approved design that may affect the conformity of the pressure equipment with the essential safety requirements of PESR or the conditions for validity of the certificate. Such modifications shall require additional approval in the form of an addition to the original Type Examination Certificate — Design Type.

**Module C2 - Conformity to Type Based on Internal Production Control plus Supervised Pressure Equipment Checks at Random Intervals:** TÜV UK, shall carry out checks or have them carried out at random intervals in order to verify the quality of the final assessment and of the internal checks on the pressure equipment, taking into account, inter alia, the technological complexity of the pressure equipment and the quantity of production.

TÜV UK shall establish that you actually perform final assessment in accordance with the requirements of PESR. TÜV UK shall assess the number of items of equipment to sample and whether it is necessary to perform, or have performed, all or part of final assessment on the pressure equipment samples. Where a sample does not conform to the acceptable quality level, you agree that appropriate measures shall be taken.

**Module F - Conformity to Type Based on Pressure Equipment Verification:** TÜV UK shall carry out the appropriate examinations and tests in order to check the conformity of the pressure equipment with the approved type described in the Type Examination Certificate and with the appropriate requirements of PESR. All pressure equipment shall be individually examined, and appropriate tests set out in the relevant designated standard(s) or equivalent tests shall be carried out in order to verify conformity with the approved type and described in the Type Examination Certificate and with the appropriate requirements of PESR. In the absence of such a designated standard, TÜV UK shall decide on the appropriate tests to be carried out. TÜV UK shall issue a certificate of conformity in respect of the examinations and tests carried out and shall affix its identification number or have it affixed under its responsibility to each approved item of pressure equipment.

**Module G - Conformity Based on Unit Verification:** TÜV UK shall carry out appropriate examinations and tests, set out in the relevant designated standard(s) and/or equivalent tests, to check the conformity of the pressure equipment with the applicable requirements of PESR, or have them carried out. In the absence of such a designated standard TÜV UK shall decide on the appropriate tests to be carried out applying other technical specifications.

TÜV UK shall issue a certificate of conformity in respect of the examinations and tests carried out and shall affix its identification number to the approved pressure equipment, or have it affixed under its responsibility.

## 6. Audit Methodology Pressure Equipment Safety Regulations – PESR QA Modules

### Stage 1 Initial assessment

Stage 1 of the client's assessment is carried out by TÜV UK on the client's main site unless other arrangements have been agreed. It involves an examination of the client's management system documentation to ensure that the requirements of the standard have been addressed.

The lead assessor will also check that the client is prepared for a Stage 2 visit but without thereby giving any guarantee that a Stage 2 visit will be successful. The lead assessor is encouraged, at this stage to work with the client and request all reasonable evidence that the management system is operational. As a result of the Stage 1 visit findings, an assessor may realise that more or less time is required for a Stage 2 visit which requires approval of TÜV UK Head Office. A report about Stage 1 findings will be given to the client and the date for the Stage 2 visit may be agreed.

### Stage 2 Initial assessment

Stage 2 of the client's initial assessment is carried out on-site following Stage 1 (not later than 6 months) and shall only be confirmed to take place on satisfactory completion of Stage 1. The purpose of the Stage 2 assessment is to confirm that the client's management system meets the requirements of the Standard(s) and that it has been properly implemented. TÜV UK shall be informed about all changes affecting the certification conditions (e.g. change of address, scope, or additional sites).

**Module D - Conformity to Type Based on Quality Assurance of the Production Process:** TÜV UK shall assess the quality system to determine whether it satisfies the requirements of PESR. This shall include an inspection visit to your manufacturing premises. The auditing team shall review the technical documentation to verify your ability to identify the relevant requirements of PESR to carry out the necessary examinations with a view to ensuring compliance of the product with those requirements. TÜV UK shall notify you of the conclusions of the audit and the reasoned assessment decision.

You shall undertake to fulfil the obligations arising out of the quality system as approved and to maintain it so that it remains adequate and efficient. You shall keep TÜV UK informed of any intended change to the quality system.

TÜV UK shall evaluate the proposed changes and decide whether the modified quality system will continue to satisfy the requirements or whether a reassessment is necessary.

TÜV UK shall notify you of the conclusions of the examination and the reasoned assessment decision. TÜV UK shall carry out periodic audits to make sure that you maintain and apply the quality system and provide you with an audit report. The frequency of periodic audits shall be such that a full reassessment is carried out every three years. In addition, TÜV UK may pay unexpected visits. The

need for such additional visits, and the frequency thereof, will be determined on the basis of a visit control system operated by TÜV UK. During such visits the TÜV UK may, if necessary, carry out product tests or have them carried out in order to verify that the quality system is functioning correctly. TÜV UK shall provide you with a visit report and, if tests have been carried out, with a test report.

**Module D1 - Quality Assurance of the Production Process:** TÜV UK shall assess the quality system to determine whether it satisfies the requirements of PESR. The elements of the quality system which conform to the relevant designated standard are presumed to comply with the corresponding requirements. The audit shall include an assessment visit to your manufacturing premises. The auditing team shall review the technical documentation in order to verify the manufacturer's ability to identify the relevant requirements of PESR and to carry out the necessary examinations with a view to ensuring compliance of the pressure equipment with those requirements. TÜV UK shall notify you of the conclusions of the audit and the reasoned assessment decision.

You shall undertake to fulfil the obligations arising out of the quality system as approved and to maintain it so that it remains adequate and efficient. You shall keep TÜV UK informed of any intended change to the quality system.

TÜV UK shall evaluate any proposed changes and decide whether the modified quality system will continue to satisfy the requirements or whether a reassessment is necessary. TÜV UK shall notify you of the conclusions of the examination and the reasoned assessment decision.

TÜV UK shall carry out periodic audits to make sure that you maintain and apply the quality system and provide you with an audit report. The frequency of periodic audits shall be such that a full reassessment is carried out every three years. In addition, TÜV UK may pay unexpected visits. The need for such additional visits, and the frequency thereof, will be determined on the basis of a visit control system operated by TÜV UK. During such visits TÜV UK may, if necessary, carry out product tests, or have them carried out, in order to verify that the quality system is functioning correctly. TÜV UK shall provide you with a visit report and, if tests have been carried out, with a test report.

**Module E - Conformity to Type Based on Pressure Equipment Quality Assurance:** TÜV UK shall assess the quality system to determine whether it satisfies the requirements of PESR. It shall presume conformity with those requirements in respect of the elements of the quality system that comply with the corresponding specifications of the relevant designated standard. The audit shall include an assessment visit to your manufacturing premises.

The auditing team shall review the technical documentation in order to verify your ability to identify the relevant requirements of PESR and to carry out the necessary examinations with a view to ensuring compliance of the pressure equipment with those requirements. TÜV UK shall notify you of the conclusions of the audit and the reasoned assessment decision.

You shall undertake to fulfil the obligations arising out of the quality system as approved and to maintain it so that it remains adequate and efficient. You shall keep TÜV UK informed of any intended change to the quality system.

TÜV UK shall evaluate any proposed changes and decide whether the modified quality system will continue to satisfy the requirements or whether a reassessment is necessary.

TÜV shall notify you of its decision. The notification shall contain the conclusions of the examination and the reasoned assessment decision.

TÜV UK shall carry out periodic audits to make sure that you maintain and apply the quality system and provide you with an audit report. The frequency of periodic audits shall be such that a full reassessment is carried out every three years. In addition, TÜV UK may pay unexpected visits. The need for such additional visits, and the frequency thereof, will be determined on the basis of a visit control system operated by TÜV UK. During such visits TÜV UK may, if necessary, carry out product

tests, or have them carried out, in order to verify that the quality system is functioning correctly. TÜV UK shall provide you with a visit report and, if tests have been carried out, with a test report.

**Module E1 - Quality Assurance of Final Pressure Equipment Inspection and Testing:** TÜV UK shall assess the quality system to determine whether it satisfies the requirements of PESR. It shall presume conformity with those requirements in respect of the elements of the quality system that comply with the corresponding specifications of the relevant designated standard. The audit shall include an assessment visit to your manufacturing premises.

The auditing team shall review the technical documentation in order to verify your ability to identify the relevant requirements of PESR and to carry out the necessary examinations with a view to ensuring compliance of the pressure equipment with those requirements. TÜV UK shall notify you of the conclusions of the audit and the reasoned assessment decision.

You shall undertake to fulfil the obligations arising out of the quality system as approved and to maintain it so that it remains adequate and efficient. You shall keep TÜV UK informed of any intended change to the quality system.

TÜV UK shall evaluate any proposed changes and decide whether the modified quality system will continue to satisfy the requirements or whether a reassessment is necessary.

TÜV shall notify you of its decision. The notification shall contain the conclusions of the examination and the reasoned assessment decision.

TÜV UK shall carry out periodic audits to make sure that you maintain and apply the quality system and provide you with an audit report. The frequency of periodic audits shall be such that a full reassessment is carried out every three years. In addition, TÜV UK may pay unexpected visits. The need for such additional visits, and the frequency thereof, will be determined on the basis of a visit control system operated by TÜV UK. During such visits TÜV UK may, if necessary, carry out product tests, or have them carried out, in order to verify that the quality system is functioning correctly. TÜV UK shall provide you with a visit report and, if tests have been carried out, with a test report.

**Module H1 – Conformity Based on Full Quality Assurance Plus Design Examination:** TÜV UK shall assess the quality system to determine whether it satisfies the requirements of PESR. It shall presume conformity with those requirements in respect of the elements of the quality system that comply with the corresponding specifications of the relevant designated standard. The audit shall include an assessment visit to your manufacturing premises.

The auditing team shall review the technical documentation to verify your ability to identify the applicable requirements of PESR and to carry out the necessary examinations with a view to ensuring compliance of the pressure equipment with those requirements.

You or your authorised representative shall be notified of the conclusions of the audit and the reasoned assessment decision.

You shall undertake to fulfil the obligations arising out of the quality system as approved and to maintain it so that it remains adequate and efficient. You shall keep TÜV UK informed of any intended change to the quality system.

TÜV UK shall evaluate any proposed changes and decide whether the modified quality system will continue to satisfy the requirements of PESR or whether a re-assessment is necessary.

TÜV shall notify you of its decision. The notification shall contain the conclusions of the examination and the reasoned assessment decision.

If you lodge an application for examination of the design with TÜV UK, we shall examine the application, and where the design meets the requirements of PESR that apply to the pressure equipment, we shall issue a Design Examination Certificate to you.

Where the design does not satisfy the applicable requirements of PESR, TÜV UK shall refuse to issue a design examination certificate and shall inform you, accordingly, giving detailed reasons for its refusal; you will be informed about how to appeal the decision.

You shall inform TÜV UK of all modifications to the approved design that may affect the conformity of the pressure equipment with the essential safety requirements of PESR or the conditions for validity of the certificate. Such modifications shall require additional approval in the form of an addition to the original Design Examination Certificate.

TÜV UK shall carry out periodic audits to make sure that you maintain and apply the quality system and provide you with an audit report. The frequency of periodic audits shall be such that a full reassessment is carried out every three years. In addition, TÜV UK may pay unexpected visits. The need for such additional visits, and the frequency thereof, will be determined on the basis of a visit control system operated by TÜV UK. During such visits TÜV UK may, if necessary, carry out product tests, or have them carried out, in order to verify that the quality system is functioning correctly. TÜV UK shall provide you with a visit report and, if tests have been carried out, with a test report.

Manufacturing final assessment is subject to increased surveillance in the form of unexpected visits by TÜV UK. In the course of such visits, TÜV UK shall conduct examinations on the pressure equipment. TÜV UK shall provide you with a visit report and, if tests have been carried out, with a test report

## **7. Assessment Methodology Simple Pressure Vessel Safety Regulations**

**Module B - Type examination:** TÜV UK shall examine the technical design of a vessel and verify and attest that the technical design of the vessel meets the requirements of SPVSR that apply to it.

TÜV UK shall either:

- assess the adequacy of the technical design of the vessel through examination of the technical documentation and supporting evidence, plus examination of a prototype, representative of the production envisaged, of the complete vessel (production type);
- or assess the adequacy of the technical design of the vessel through examination of the technical documentation and supporting evidence, without examination of a prototype vessel (design type);

TÜV UK shall draw up an evaluation report that records the activities undertaken and their outcomes. Where the type meets the requirements of this Directive, TÜV UK shall issue a Type Examination Certificate to you.

Where the type does not satisfy the applicable requirements of SPVSR, TÜV UK shall refuse to issue a Type examination certificate and shall inform you, accordingly, giving detailed reasons for its refusal; you will be informed about how to appeal the decision.

You shall inform TÜV UK of all modifications to the approved type that may affect the conformity of the vessel with the essential safety requirements of SPVSR or the conditions for validity of that certificate. Such modifications shall require additional approval in the form of an addition to the original Type Examination Certificate.

**Module C1 - Conformity to type based on internal production control plus supervised vessel testing:** for each individual vessel manufactured, TÜV UK shall carry out the appropriate examinations and tests in order to verify the conformity of the vessel with the type described in the Type examination certificate and with the corresponding requirements of SPVSR.

In the case of accepted batches, TÜV UK shall affix its identification number, or cause that number to be affixed, to each vessel and shall draw up a written certificate of conformity relating to the tests carried out. All vessels in the batch may be placed on the market except for those, which have not successfully undergone a hydrostatic test or a pneumatic test.

If a batch is rejected, TÜV UK shall take appropriate measures to prevent the placing on the market of that batch. In the event of frequent rejection of batches, TÜV UK may suspend the statistical verification.

**Module C2 - Conformity to type based on internal production control plus supervised vessel checks at random intervals:** TÜV UK shall, before the date on which any manufacture begins, examine documents supplied by you in order to certify their conformity with the Type Examination Certificate.

TÜV UK shall carry out vessel checks or have them carried out on random samples at random intervals determined by the TÜV UK, in order to verify the quality of the internal checks on the vessel, taking into account, inter alia, the technological complexity of the vessels and the quantity of production. An adequate sample of the final vessels, taken on site by TÜV UK before the placing on the market, shall be examined and appropriate tests as identified by the relevant parts of the designated standards and/or equivalent tests set out in other relevant technical specifications, shall be carried out to check the conformity of the vessel with the type described in the Type examination certificate and with the relevant requirements of SPVSR.

TÜV UK shall also ensure that you actually check series-produced vessels. Where a sample does not conform to the acceptable quality level, TÜV UK shall take appropriate measures. The acceptance sampling procedure to be applied is intended to determine whether the manufacturing process of the vessel performs within acceptable limits, with a view to ensuring conformity of the vessel.

## 8. State of the art

TÜV UK shall keep itself apprised of any changes in the generally acknowledged state of the art, which indicate that an approved design or type may no longer comply with the applicable requirements of PESR or SPVSR and shall determine whether such changes require further investigation. If so, TÜV UK shall inform you accordingly.

## 9. Certification

### **PESR Non QA Modules & SPVSR**

After each assessment, a confidential report shall be prepared. Any corrective actions taken or planned as a follow up activity from the draft shall be monitored and reviewed at a subsequent assessment.

The report will be reviewed together with supporting documentation (e.g. corrective action report, technical documents) by a suitable and competent member of TÜV UK's certification team. In any case, TÜV UK may only issue the certificate when they have satisfactory evidence that you meet the requirements of the relevant regulation and standard(s). The certificate remains property of TÜV UK. For QA modules, the certificate is valid subject to periodic surveillance audits and under the conditions that you maintain the management system to the required standard.

### **PESR QA Modules**

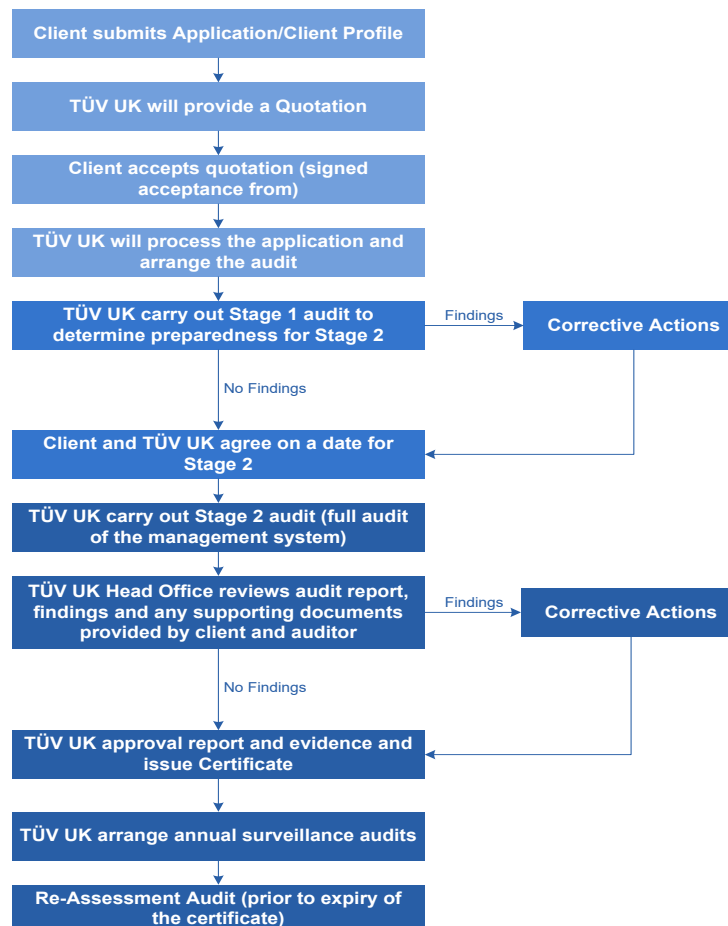
Following the Initial Certification Assessment, the Lead Assessor reports and makes recommendations, both to the client and to the Head of Manufacturing Technology at TÜV UK. The report will be reviewed together with supporting documentation (e.g. corrective action report) by a suitable and competent member of TÜV UK's certification team. In any case TÜV UK may only issue the certificate when they have satisfactory evidence that the client meets the requirements of the relevant standard(s). The certificate remains property of TÜV UK. The certificate is valid for up to three

years, subject to annual surveillance audits and under the conditions that the client maintains the management system to the required standard(s).

### 10. Surveillance and Recertification Visits – PESR QA Modules

After the certificate is issued TÜV UK will visit client’s sites as outlined on the quotation at least once per year (two visits shall be conducted in the first year of approval). Further visits may be carried out if the assessor identifies shortfalls of concern in the system. The client agrees to carry the extra costs relating to such extra visits.

To extend the certification after expiry (3 years cycle) a recertification audit is required. This will take place prior the expiry date (approximately 2 months) of the certificate. This assessment is in more depth than the surveillance visits and takes the form of a full review of your activities, documentation, customer complaints and takes account of any longer-term changes that may have affected the system over the preceding 3 years; including the scope of certification, system documentation and policies of the organisation. After a successful completion of the recertification audits and vetting of the supporting documents TÜV UK may issue a certificate for the new period.





## 11. Changes to Scope or Client Details

This section may be applied in the same way as for the initial audit, indicating changes to scope, address, additional standards, or any other changes required. An extra audit may be required to verify changes or additions. After a successful completion TÜV UK may issue a new certificate showing the new scope of certification. The client agrees to carry the extra costs relating to such extra visits and efforts. The client agrees to amend all related advertising materials.

## 12. Special Assessment

A special assessment can be performed after an Initial or Surveillance Assessment has found major non-conformities having a significant impact on the product conformity or on the quality. During a Special Assessment visit the Lead Assessor shall, as a minimum, verify that the root cause of the non-conformities raised have been effectively addressed. Within this category is the occasional event of a short notice visit. This is to cover situations e.g. following up on a customer complaint. The client will be advised of the reason for the visit.

## 13. Suspending, Withdrawing or reducing the Scope of Certification - Non-QA Modules & SPVSR

Certification of product conformity by TÜV UK may be suspended in cases when:

- Your certified product has persistently or seriously failed to meet certification requirements;
- You do not allow surveillance to be conducted at the required frequencies;
- You have voluntarily requested suspension.

A note shall be made by the Administrator on your communication log, to indicate the reason for the suspension, necessary actions and a due date; by which all corrective action and follow-up visits must occur (the maximum allowable suspension period is 6 months). Suspensions longer than 6 months can lead to withdrawal, the subject of a management decision.

Suspension is lifted after a successful visit is carried out.

Certification will be withdrawn where your product demonstrates significant nonconformity with the standard or planned arrangements and in a case of failure in ability to react to and correct the nonconformities in a timely manner. Failure of you to pay TÜV UK invoices for services provided or a failure of you to provide product for assessment purposes may also result in withdrawal of the certification.

In most cases, withdrawal will be preceded by a suspension of the certification but in cases of severe nonconformity or your failure to cooperate, withdrawal may occur immediately.

## 14. Certificate Suspension and Withdrawal – PESR QA Modules

Temporary suspension of certification may be caused by:

1. Non-compliance against the requirements of the certificated standard have failed to be addressed after the agreed time limit for corrective action has lapsed by more than four weeks.
2. Failure to co-operate with the timely organisation of audit visits required by the certificated standard.
3. There has been improper use of the registration, certificate, logo, or accreditation marks and these have not been remedied to TÜV UK Ltd.'s satisfaction.
4. There has been any other contravention of the rules of the certification scheme.

5. Fees have not been paid.
6. Voluntary suspension, requested by the client due to a change of circumstances (like change of location, temporary lack of work, resource issues)
7. The client must inform TÜV, without delay, any occurrence of a serious incident or breach of the Pressure Equipment (Safety) Regulations necessitating the involvement of the competent regulatory authority; following investigation this may result in suspension or withdrawal of certification.

Suspension shall be confirmed in writing to the certificated company and shall indicate the conditions under which the suspension may be removed.

Suspension period shall be defined and usually shall not exceed 6 months.

TÜV UK Ltd will make it clear that withdrawal of the certificate and the associated publication of withdrawal will be the next step in the event that corrective action still has not been taken within the defined period of suspension. Upon fulfilment of the indicated conditions within the specified period, the certification authority may remove the suspension and TÜV UK shall notify the certificated organisation accordingly. An additional site visit might be required to clear the suspension requirements. The client agrees to carry the extra costs relating to such extra/additional visits.

During a suspension period, clients may not claim they are certified and must remove all such references from their documentation, publicity material, web sites etc.

## 15. Client's Requirements

TÜV UK's certification agreement requires that you comply with the following:

- a) you always fulfil the certification requirements, including implementing appropriate changes when they are communicated by TÜV UK;
- b) if the certification applies to ongoing production, the certified product continues to fulfil the product requirements;
- c) you make all necessary arrangements for:
  - 1) the conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and your subcontractors;
  - 2) investigation of complaints;
  - 3) the participation of observers, if applicable;
- d) you make claims regarding certification consistent with the scope of certification;
- e) you do not use its product certification in such a manner as to bring TÜV UK into disrepute and do not make any statement regarding your product certification that TÜV UK may consider misleading or unauthorised;
- f) upon suspension, withdrawal, or termination of certification, you discontinue the use of all advertising matter that contains any reference thereto and take action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g) if you provide copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in this certification scheme;
- h) in making reference to your product certification in communication media such as documents, brochures or advertising, you comply with the requirements of TÜV UK or as specified by this certification scheme;
- i) you comply with any requirements that may be prescribed in this certification scheme relating to the use of marks of conformity, and on information related to the product;

- j) you keep a record of all complaints made known you relating to compliance with certification requirements and makes these records available to TÜV UK when requested, and:
  - 1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - 2) documents the actions taken;
- k) you inform TÜV UK, without delay, of changes that may affect your ability to conform with the certification requirements.

## 16. Your Representative

You must appoint a representative who, irrespective of other responsibilities, will be responsible for your participation in our certification scheme, liaison with our assessment team and ensure your compliance with this agreement.

## 17. Confidentiality

All information supplied by you to us, in the course of our work for you is considered confidential and is subject to controlled access and retention, as defined in our procedures. Routine audits carried out by UKAS regarding TÜV UK activities may require UKAS perusal of client files on or off client sites, and as such, are permitted access. (N.B. UKAS themselves are bound by strictest terms of confidentiality). We shall take all reasonable precautions not to disclose any confidential information regarding your business unless it is, when disclosed to us, already lawfully in our possession or is in the public domain or, in each case, subsequently becomes so. We may also disclose such information if and to the extent required by law and/or the accreditation body or the TÜV UK governing board/impartiality committee which we are required to appoint by the accreditation body.

Unless notified otherwise you agree, or acknowledges, that TÜV UK Ltd has authority to provide certified Data to UKAS, and to the extent that the obligation to upload data includes an obligation to include certain Personal Data that you have the necessary authority or permission from the related individual to provide the Personal Data.

## 18. Publication and Use of Certificate

After the certificate has been issued by TÜV UK, you have the right to publish the fact and use the information for marketing purposes. The relevant logos can be used on your stationery and website, relating only to the audited scope of registration and the relevant standards or specifications.

You must not make or permit any misleading statement regarding your certification or permit the use of a certification document or any part thereof in a misleading manner. **Any references to the client's quality management system certification must not imply that TÜV UK certifies a product, service, or process**

TÜV UK will provide guidance and will take reasonable precautions to ensure that there is not misuse of its certification marks or accredited certification marks as appropriate to the audited scope of certification and relevant standards. You must not use the certification in any circumstances in such a manner that would bring TÜV UK into disrepute.

## 19. Fees

TÜV UK fees shown in the quotation are reviewed annually. We also reserve the right to alter our fees or fee structure at any time upon giving you not less than one month's notice in advance of the change. If you do not agree the change, you will be entitled to terminate the contract forthwith at the end of the said one month period.

All fees paid to TÜV UK are strictly non-refundable. The timing of payment of any fees shall be of the essence. It is part of our obligation to you that the findings of our assessment teams and certification authority shall be objective and free of any commercial influence. To prevent any risk of such conflict of interest therefore, our agreement to undertake an assessment may be subject to prior receipt of payment, as specified in these regulations. To allow advanced payments TÜV UK will issue a provisional invoice which allows you to transfer payment ahead of the audit. In any case, fees shall be paid within 30 days of the date of our invoice.

Extra visits for example a special assessment, **unexpected visits** will be chargeable at TÜV UK's standard fee at the time. You may wish to receive additional copies of the certificates which may be subject to additional charges.

**Interest shall be payable on overdue payments at the rate of 8% above the Bank of England base rate in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. Fees become overdue 30 days after the date of our invoice. TÜV UK will hand over the task to collect outstanding payments to a solicitor or comparable agency after 90 days of the date on the invoice if payments have not been made as required. The resulting costs and compensation will be added to the invoice total.**

## 20. Cancellation Policy

Visits will normally be booked two months in advance. Once such bookings are made, TÜV UK allocate resources and make arrangement for the assessment to be undertaken and therefore incur costs of those arrangements. If you cancel or postpone the booking within less than 30 days' notice to the agreed visit date, TÜV UK may recoup those costs through a cancellation charge. An invoice for the cancellation charge will be sent to you and we reserve the right to withhold any granting, maintenance or renewal of Certification until this invoice is settled.

## 21. Complaints and Appeals

If you or your customers (hereinafter both referred to as "you") are dissatisfied or unhappy with our service or performance, or any decision we make, you should write to the person who you normally deal with at TÜV UK within 30 days of receipt of the relevant decision. In either case the relevant manager will contact you as soon as possible in order to investigate the matter with a view to resolving it.

If you remain dissatisfied with the decision, you may make a further appeal within 30 days of receipt of our decision by writing to the Chairperson of the Governing Board at the following address:

Governing Board Chairperson (private and confidential)  
TÜV UK Ltd  
AMP House, Suites 27-29, 5th Floor,  
Dingwall Road,  
Croydon  
CR0 2LX

You will be notified of the Chairperson's decision (or that of his nominated representative) within 30 days from the date we receive your further appeal. The Chairperson's decision shall be final and binding. However, if you remain dissatisfied at this stage, we would be obliged to encourage you to contact the relevant accreditation body for their advice in the matter.

## **22. Liability and Insurance**

The client shall indemnify TÜV UK against all legally enforceable damages, claims, losses, and expenses, which TÜV UK may incur (including those on behalf of our assessors, employees, and agents) in the event of the client's failure to comply with these regulations. The client is required to maintain adequate insurance to cover this indemnity and any other liability which the client may incur under these regulations, and the client must supply TÜV UK with evidence of these insurance when we reasonably requested.

TÜV UK shall not be liable for any consequential, indirect, or purely economic loss howsoever arising and shall have no obligations, duties, or liabilities other than as expressly set out in these Regulations. TÜV UK shall provide its services under this agreement to a standard consistent with generally accepted certification practices. This warranty is exclusive and is in lieu of any and all other warranties and conditions, whether express or implied and shall be in full satisfaction of any liability in connection therewith on the part of TÜV UK whether arising in contract, tort, misrepresentation or otherwise howsoever, save as expressly provided by this agreement.

TÜV UK will re-perform any defective services to remedy any breach of warranty on its part. If TÜV UK does not re-perform the said services as warranted, you shall be entitled to recover the fees paid to TÜV UK for that part of those services which is deficient.

TÜV UK shall indemnify the client in respect of personal injury or death to any person caused directly by the acts or omissions of TÜV UK or its servants or agents in connection with the provision of the services.

The client is reminded that they are responsible in law for the protection of the health and safety of TÜV UK's representatives whilst they are your guests, conducting assessment activity under these Regulations or otherwise on your premises. The client shall therefore be obliged to provide them with all necessary protective and safety equipment and/or safety instruction as may apply.

## **23. General**

It is a condition of this certification agreement that all TÜV UK certificated clients should, if requested, allow (TÜV UK or UKAS) representatives to witness TÜV UK staff carrying out audits.

Reference should also be made to TÜV UK's Terms and Conditions for The Supply of Services by TÜV UK Ltd.

This agreement shall be governed exclusively by English Law. Any dispute not resolved shall be under the exclusive jurisdiction of the English Courts.

## **24. Coming into Force**

These Certification Agreement shall come into force on 5<sup>th</sup> July 2023.