

### **Purpose**

The purpose of these Regulations is to inform all companies that wish to be certified, or are already certified by TÜV UK Ltd. about the working method and reciprocal agreements that are applicable to such certification.

### **Introduction**

TÜV UK Ltd (referred to throughout this document as TÜV UK or TÜV) operate a certification service within a UKAS accredited scope of activities. The scope is available on request or by visiting [www.ukas.com](http://www.ukas.com).

Accredited certification services within the UKAS accredited scope can be provided through our associates (Member of TÜV NORD GROUP) under the full control of TÜV UK (referred to throughout this document as Associate).

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 management system activities, management of any conflict of interests and ensuring objectivity of all our management system certification activities. TÜV UK are committed to providing a non-discriminatory and impartial management system 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 that 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 does not provide consultancy.

### **Our Agreement**

TÜV UK undertakes the audit, review and certification of management systems implemented by companies to a wide range of national and international standards and specifications. These regulations and our quotation set out the terms of the agreement between us, which is formed when we receive a formal acceptance of the quotation from the client, either via the web link provided with the quotation or via another documented and verifiable form of communication.

#### Application, Quotation and Acceptance

On receipt of a completed client profile (application), TÜV UK will provide the client with a quotation giving details of the fees and audit costs. On acceptance of the quotation, the client will complete the acceptance form and submit it to TÜV UK (or associate) with payment as appropriate.

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

#### Maintenance of Client Profile & Contact Details

It is the client's responsibility to inform TÜV UK of any significant changes to their organisation including scope of activity, staffing levels, site closure or "mothballing", and any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority. Please also refer to the section in this document **Certificate Suspension and Withdrawal** paragraphs 9, 10

It is the client's responsibility to inform TÜV UK of any changes to their contact details in order for us to maintain communication; this includes postal addresses, email addresses, telephone numbers, contact persons, or changes of address of any sites under the scope of certification. If TÜV UK are unable to communicate with clients in order to organise timely audits in compliance with the certificated standard, this may result in suspension or withdrawal of the relevant certificate.

#### Audit Methodology

##### 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).

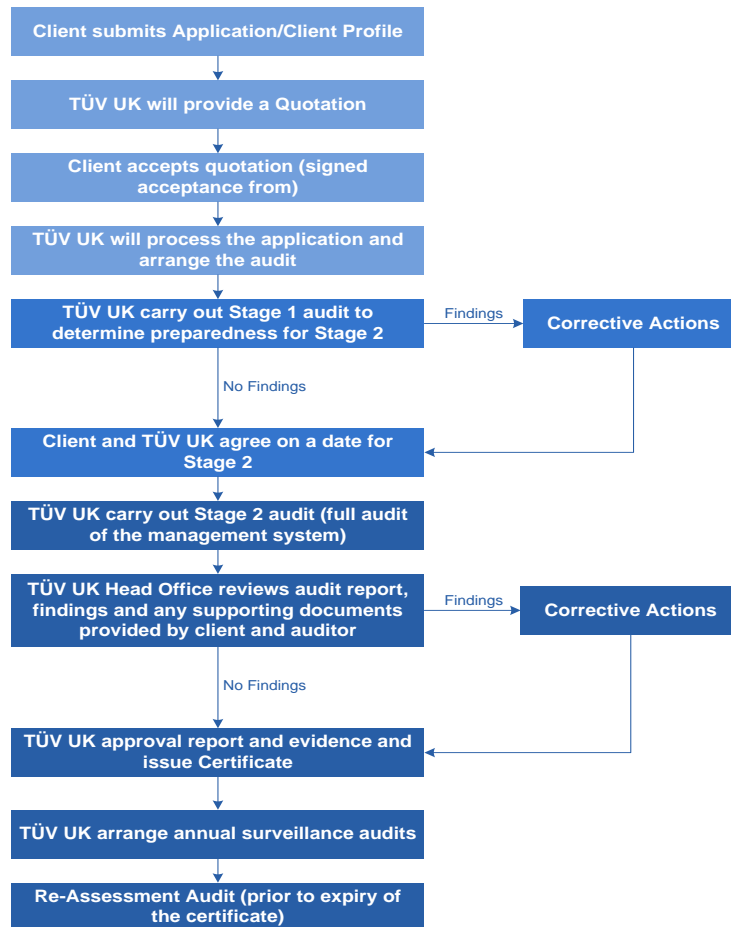
#### **Certification**

Following the Initial Certification Assessment, the Lead Assessor reports and makes recommendations, both to the client and to the Head of Certification 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).

#### **Surveillance and Recertification Visits**

After the certificate is issued TÜV UK will visit clients sites as outlined on the quotation at least once per year. Further visits may be carried out if the assessor will identify 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.



**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.

**Certificate Suspension and Withdrawal**

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.

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6. Voluntary suspension, requested by the client due to a change of circumstances (like change of location, temporary lack of work, resource issues)
7. Organization failing to demonstrate their initial or ongoing commitment to legal compliance, shall not be certified or continued to be certified as meeting the requirements of an OH&SMS standard by TÜV.
8. Deliberate or consistent non-compliance shall be considered a serious failure to support the policy commitment to achieving legal compliance and shall preclude certification or cause an existing OH&SMS standard certificate to be suspended, or withdrawn.
9. In case of EMS and OH&SMS and ISMS certification – the client must inform TÜV, without delay, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority; following investigation this may result in suspension or withdrawal of certification.
10. If the facilities and work areas are subject to closure the OH&S risks change, as there may no longer be the same risks to employees, but there may be new risks applicable to members of the public (e.g. in case of lack of suitable maintenance and surveillance activities). TÜV shall verify that the management system continues to meet the OH&SMS standard and to be effectively implemented in respect of the closed facilities and work areas, and, if not, suspend the certificate.

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.

#### **Your Representative**

The client must appoint a representative who, irrespective of other responsibilities, will be responsible for the client's participation in TÜV UK's certification scheme, liaison with our assessment team and for ensuring TÜV UK's compliance with these regulations.

#### Confidentiality

All information supplied by the client to TÜV UK, in the course of our work for the client is considered confidential and is subject to controlled access and retention, as defined in TÜV UK's 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). TÜV UK shall take all reasonable precautions not to disclose any confidential information regarding the client's 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. TÜV UK 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.

#### Publication and Use of Certificate

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

The client must not make or permit any misleading statement regarding its certification, or permit the use of a certification document or any part thereof in a misleading manner. Any references to the client's 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 no misuse of its certification marks or accredited certification marks as appropriate to the audited scope of certification and relevant standards. The accreditation mark of UKAS must not be displayed on vehicles, sides of buildings or flags. The client must not use the certification in any circumstances in such a manner that would bring TÜV UK into disrepute.

#### Fees

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

All fees paid to TÜV UK (or Associate) 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, TÜV UK's agreement to undertake an assessment may be subject to prior receipt of payment, as specified in these regulations. To allow advanced payments TÜV UK (or Associate) will issue a provisional invoice which allows the client 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 or visits to close out non-compliance(s) will be chargeable at TÜV UK's (or Associate) standard fee at the time. The client 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.

#### **Cancellation Policy**

Visits will normally be booked two months in advance. Once such bookings are made, TÜV UK allocates resources and makes arrangements for the assessment to be undertaken and therefore incurs costs for these arrangements. If the client cancels or postpones the booking within less than 30 days' notice to the agreed visit date, TÜV UK will recoup those costs through a cancellation charge of up to 100% of the agreed visit payment. An invoice for the cancellation charge will be sent to the client and TÜV UK reserves the right to withhold any granting, maintenance or renewal of Certification until this invoice is settled.

#### **Complaints and Appeals**

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

If the client remains dissatisfied with the decision, the client may make a further appeal within 30 days of receipt of TÜV UK decision by writing to the Chairman of the Governing Board at the following address:

#### **Governing Board Chairman (*Private and Confidential*)**

**TÜV UK Ltd**

**AMP House, Suites 27 – 29, Fifth Floor, Dingwall Road**

**Croydon, CR0 2LX**

The client will be notified of the Chairman's decision (or that of his nominated representative) within 30 days from the date of receipt of the client's further appeal. The Chairman's decision shall be final and binding. However, if the client remains dissatisfied at this stage, TÜV UK would be obliged to encourage the client to contact the relevant accreditation body for their advice in the matter.

#### **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 are 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.

#### **General**

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

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

#### **Coming into Force**

These Scheme Regulations shall come into force on 16<sup>th</sup> November 2020