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Certification Agreement between the Certification Body (Assess Audit Assure Ltd) and Clients (Organisations Audited by Assess Audit Assure Ltd).

1. Preamble

1.a. The purpose of this document is to communicate the Certification Policy of the AAA which in turn sets out the Certification Agreement between AAA and the Client.

1.b. All Clients are required to review the present document and submit their 'Application for Certification' only if they agree to comply with the terms stated in this Certification Policy and Client Agreement.

1.c. Once an 'Application for Certification' is submitted by a Client, the Client irrevocably commits to comply with this Certification Policy and the Certification Agreement as set out below.

2. Introduction

2.a. Assess Audit Assure Ltd (hereinafter mentioned as 'AAA') is a private and independent company that provides independent audit and certification services.

2.b. The Certification Policy has been prepared in accordance with the Accreditation Requirements set out in the various Accreditation Standards (e.g. ISO/IEC 17021-1) and against the criteria for competence they set out. This Policy applies also to certification outside accredited schemes.

2.c. AAA operates in accordance with the aforementioned accreditation requirements. In this respect, AAA is the process of applying for accreditation to an Accreditation Body full member of the Global Accreditation Forum (GAF). Until the accreditation process is completed, AAA will be providing unaccredited certificates for all schemes.

2.d. Certification of a management system is restricted to the management system of the client only. It is not a statement that implies the product or service meets specified requirements.

2.e. Certification refers to AAA only and does not include certifications with any other Organisation or other Certification Body.

2.f. AAA does not directly provide consultancy to Certification Clients.

3. Scope of the Certification Policy

3.a. AAA is a Certification Body that provides Certification Services to organisations, firms or companies (each a "Client").

3.b. AAA may provide its services directly or, at its absolute discretion, through (a) its own employees, (b) any AAA affiliated company or (c) any other person or organisation, as may be entrusted by AAA. Where part of the work is subcontracted to others, AAA retains full responsibility for granting certification, maintaining certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification and for ensuring that properly documented agreements are in place.

3.c. AAA will notify its clients of any changes to the requirements for certification within a reasonable timeframe.

3.d. The client agrees to supply willingly, fully and freely all the necessary information to AAA as required by the individual schemes.

4. Personnel, Confidentiality and Impartiality

4.a. AAA undertakes to provide suitably competent personnel for all audits using its own staff or competent subcontractors.

4.b. Prior to engagement with any certification operations or audits, all members of AAA (employees and subcontractors) are required to sign Non-Disclosure (i.e. confidentiality) Agreements and an Impartiality Statement.

4.c. By means of the Non-Disclosure Agreements, members of AAA fully commit themselves to keep confidential all the information obtained during the Certification Process. To this effect, all documented information, reports and records produced as part of the audit process will remain confidential, only available to AAA and the relevant Accreditation Body. Accreditation Bodies are also committed to confidentiality.

4.d. By means of the impartiality statement, members of AAA fully commit themselves to be impartial, and declare any conflict prior to the audit.

4.e. It is a condition of the Certification Policy that the certification process is conducted in an independent and impartial manner. The Client and the Client's representative are therefore required to declare and report directly to the Impartiality Board of AAA any link or relationship (commercial or personal) which exists between themselves and AAA members involved in the audit activities, which may threaten the impartiality or independence of the certification process.

5. Organisational Structure

5.a. A copy of the organisation chart of AAA, showing the responsibilities and reporting structure of the organisation, and documentation identifying the legal status of the Certification Body, are available on request.

6. Application for Certification.

6.a. The prospective Client will need to submit a 'Questionnaire' to AAA. The prospective Client will need to record all the required information on the 'Questionnaire'.

Note: For particular schemes (e.g. ISO 27001) the 'Questionnaire' may also be accompanied by 'Supplement to Questionnaire' that also needs to be completed by the Client

6.b. On receiving a completed 'Questionnaire' (and 'Supplement to Questionnaire' as applicable) from the prospective Client, AAA will conduct an Application Review, prepare and send to the Applicant a 'Quotation'. Quotations detail the audit cost for the Initial Certification Audit and each Surveillance Audit required for the Certification Cycle (3 year period – unless otherwise defined by sector schemes).

6.c. On acceptance of this Quotation the Client will complete the 'Application for Certification' form and submit it to AAA (Note: Clients should submit the 'Application for Certification' only when they agree and accept to comply with the present Certification Policy). AAA will then invoice the client and send the Invoice for settlement to the client.

6.d. AAA reserves the right to amend the 'Quotation' in the event that the information (as written on the 'Questionnaire') changes.

6.e. Once the 'Application for Certification' is submitted by the Client, AAA and Client have a Certification Agreement on the basis of the present Certification Policy.

6.f. The certification project will then be allocated to a suitable audit team leader who will be the Certification Project Manager and will make all necessary arrangements for the audit team to carry out the audit in line with AAA's procedures and terms of accreditation as applicable.

6.g. Sufficient time before each audit, AAA communicates to the client the name of and, when requested, make available background information on each member of the audit team. This is provided with sufficient time for the client to object to the appointment of any particular audit team member and for AAA to reconstitute the team in response to any valid objection.

7. Audit Method

7.a. AAA develops and communicates to the Client audit programmes and audit plans prior to each audit.

7.b. AAA will co-ordinate with the Client the dates for the conduct of the Certification Audit (Initial Audit).

7.c. The Certification Audit is carried out in three main stages (Note: the third stage is not always required):

The Stage 1 Audit is designed to demonstrate that the Client has a management system that meets the requirements of the appropriate standard. It will normally involve an on-site review of the documentation, a limited audit of some of the management processes (if available) and development of a plan for the Stage 2 audit. A full report will be given to the Client and a date will be agreed for the Stage 2 audit. In exceptional circumstances this process may be conducted at AAA's offices.

The Stage 2 Audit is carried out on-site at the Client's premises and will determine that the Client has fully implemented the management system and that they meet the requirements of the appropriate standards or specifications (including relevant legislation).

The Follow Up audit, is an additional audit that may be required to confirm the effectiveness of Corrective Actions taken and implemented for rectifying Nonconformities that were raised during the previous two stages.

7.d. Following Certification, AAA must be informed if any circumstances occur which significantly affect the registration. AAA reserves the right to re-audit if necessary.

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8. Certification

8.a. On successful completion of all the processes up to and inclusive the Stage 2 Audit, the audit team submits a full report to AAA.

8.b. On receiving a report containing the positive recommendation of the audit team and confirming that the Client's management system is meeting the requirements of the relevant standards or specifications, the report will be reviewed together with supporting documentation by a suitably qualified and authorised member(s) of AAA's technical management. Upon successful review, this member(s) will, if agreeing with the recommendation, take the Certification decision on behalf of AAA.

8.c. AAA reserves the right to delay or postpone its decision on certification in order to take proper account of new or additional information if / as deemed necessary for taking the certification decision.

8.d. Once AAA is satisfied that the Client meets all the Certification Requirements, a positive Certification Decision is taken, and the issuance of a Certificate (with the Certification Number and Certification Scope) is authorised.

8.e. Issued Certificates are sent to Client.

8.f. The main details of certificates issued are published information (see later section on 'Publicity')

8.g. The certificate and the audit reports remain property of AAA.

8.h. The certificate is normally valid for a period of 3 years (referred to as the Certification Cycle). This validity can be changed in cases where:

- The accreditation standard / sector scheme requires different validity (e.g. FSC standards requires 5 years validity)
- There is a good reason (at the absolute discretion of AAA) to limit the validity to a smaller period. Note: The minimum validity of a certificate is 12 months.
- There is good reason to Suspend, Reduce the Scope or Withdraw the Certificate.

8.i. The status and validity of each Certificate can be checked online via the AAA's website.

9. Maintenance of Certification, Surveillance and Recertification Visits.

9.a. Following the issuance of a Certificate, AAA maintains certification based on demonstration that the client continues to satisfy the requirements of the management system standard.

9.b. A condition for the Client to maintain the Certification for the full certificate's period (normally 3 years) is that audit visits (Surveillance audits) shall be carried out at least once per year (in periods not exceeding 12 months) which will entail a visit to the Client's

premises at least once in the Certification Cycle (a period not exceeding 36 months). Surveillance audits are auditing of the certified Client's management system's fulfilment of specified requirements with respect to the standard to which the certification is granted. These shall cover aspects of the management system elements, documentation and company's processes depending on the type of certification services provided, at the discretion of the audit team leader. The Client shall give access to all sites and areas for surveillance purposes whenever deemed necessary.

9.c. The costs of the Surveillance audits are included in the initial Quotation. The Client agrees to meet the costs of the Surveillance audits.

9.d. Further visits and unannounced visits may be carried out if areas of concern are identified. The Client agrees to meet the extra costs relating to such increased visits if required.

9.e. The Client shall maintain a register recording all customer complaints and security or safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and make this available to AAA on request.

9.f. The Client shall maintain the respective corrective actions for all customer complaints and security or safety-related incidents and make this available to AAA on request.

9.g. The Client shall be informed of the results of each surveillance visit.

9.h. To extend the Certification beyond the 3 year period (i.e. for a new Certification Cycle), a Recertification audit is required covering the next 3 year period. In this case, AAA will send a new Quotation to the Client.

9.i. It is an accreditation requirement that at recertification, all non-conformities are suitably addressed before expiry of the existing certificate. It is required therefore that planning of recertification audits shall allow sufficient time for the client to address nonconformities and for AAA to review and accept these actions prior to expiration of certification.

10. Expansions or changes to the Scope or Details of Registration

10.a. This may be applied for in the same way as the initial audit (initiated with submission of 'Questionnaire' etc as applicable), indicating the legal, commercial, organisational status or ownership, organisation and management, the expanded or changed scope of certification, change of name or address, additional standards, or other changes required. The submission of formal documentation or an audit may be required to verify the changes or additions. If successful, a new certificate indicating the new scope or changes will be issued by AAA.

10.b. There will be a charge for any change which involves the re-issue of a certificate. This shall be communicated in advance to the Client following the submission of a formal enquiry.

10.c. All advertising material must be amended if the scope of certification is reduced.

11. Publicity

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11.a. Publicity by AAA

11.a.i. In order to comply with Accreditation Standards, AAA shall make publicly accessible a summary and the status of certification.

11.a.ii. Accordingly, once a certificate has been issued, AAA will maintain and make publicly accessible (via AAA's website and/or upon request) the information about certification granting, expanding, suspending or withdrawing of Client certificates.

11.a.iii. AAA's website provides the means for any third party to confirm the validity of a given certificate.

11.a.iv. Publicly accessible information on each certificate will include the following:

- Company Name
- Company Address
- Scope of Registration
- Certificate Expiry Date
- Standards Registered

Status of Certificate can be a) Valid, b) Valid with Planned Audit Overdue, c) Suspended and d) Withdrawn.

Electronic Copy of the Certificate:

11.a.v. By means of submitting its 'Application for Certification' to AAA, the Client consents for the above information to be Publicly accessible.

11.b. Publicity by Client

11.b.i. Once a certificate has been issued, but not before, the Client has the right to publish the fact. The relevant logos can be used on its stationery and website, relating only to the audited scope of certification and the relevant standards or specifications.

11.b.ii. The separate document with title 'Policy on the Use of Certification and Accreditation Logos' relating to the rules governing the use of these logos is available via the AAA website or by contacting AAA directly. These rules cover both AAA's logo and, where applicable, the Accreditation Body's logo.

11.b.iii. 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 AAA certifies a product, service or process.

11.c. Once certified, AAA may contact clients by post, email, fax or telephone in connection with the certification and other services that may be considered of interest.

12. Certificate Misuse

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12.a. AAA will provide guidance and take all reasonable precautions to ensure that there is no misuse of its certificate and registered marks & logos.

12.b. The Client undertakes to use certification marks or accredited certification marks as appropriate to its audited scope of certification and for the relevant standards or specifications.

12.c. The Client undertakes to use certification marks according the Use of Certification and Accreditation Logos Policy.

12.d. The client must not use its certification in such a manner that would bring AAA and/or the certification system into disrepute.

13. Payment of Audit Fees and Expenses

13.a. Audit Fees.

13.a.i. AAA will invoice the Audit Fees to the Client prior to the relevant audits. All charges will be in accordance with the Quotation.

13.a.ii. Audit fees are payable at least 14 days prior to the start of the audit.

13.b. Audit Expenses.

13.b.i. If the audit is taking place at an area where AAA has no office, then audit expenses (travelling, accommodation and launching) may be applicable. AAA will communicate these within the Quotation.

13.b.ii. In the event that such audit expenses are applicable, the client will undertake to make all necessary arrangements directly if possible. If this is not possible or preferable, then AAA may undertake to make these arrangements and invoice the Client.

13.b.iii. The Charges on audit expenses, travelling and accommodation arrangements are provided in the 'Policy for Audit Expenses, Travelling and Accommodation'. The Client agrees with this Policy as part of this Client Agreement.

13.b.iv. Extra fees will be invoiced and are payable for:

- Courier services – if requested by the Client.
- Special Certificate (A3) – if requested by the Client
- Certificates that need to be re-issued for reasons such as change of company name or address or minor changes to scopes of certification.
- Extra visits or office close-outs as a result of non-compliance will be chargeable at AAA's standard fee at the time.

13.c. All fees paid to AAA are strictly non-refundable.

14. Cancellation of Planned Visits.

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14.a. Upon confirmation of the Audit Dates, AAA is committing resources for meeting these audit days.

14.b. Consequently, a fee will be charged if a visit is postponed or cancelled by the Client, or their representative, within 15 working days of its planned occurrence. The fee chargeable will normally be half of AAA's current standard fee.

14.c. Additional expenditure that has been incurred and is not reclaimable (such as flights or hotels) will also be levied.

15. Certificate Suspension, Reduction of Scope or Withdrawal.

15.a. Following a successful audit of a client's management system to the appropriate standards or specifications, AAA reserves the right at its own discretion to have the Certificate suspended, have its Scope reduced or have the Certificate withdrawn as follows:

15.b. Suspension of a Certificate (normally does not exceed 6 months).

15.b.i. A suspension of a Certificate may occur when the client's certified management system has persistently or seriously failed to meet:

- Certification requirements and/or
- Requirements for the effectiveness of the management system and/or
- Provisions of the present Certification Policy.

Examples of – but not limited to – such failures to meet certification requirements are:

- Continued misuse of logos
- Failure to apply corrective action as a result of non-conformities found during audits
- Any other breach of AAA's Certification Policy
- The certified client does not allow surveillance or recertification audits to be conducted at the required frequencies (that shall not exceed 12 months), or
- The certified client has voluntarily requested a suspension.

15.b.ii. The suspension of a Certificate is reflected automatically via AAA's website.

15.b.iii. AAA reserves the right to either notify in writing the Client for the suspension of the Certificate or to update without further notice the database that is connected to the AAA's website.

15.b.iv. Under suspension, the Client's management system certification is temporarily invalid. The Client will need to refrain from further promotion of its certification. AAA shall make the suspended status of the certification publicly accessible and shall take any other measures it deems appropriate.

15.b.v. AAA restores the suspended certification if the issue that has resulted in the suspension has been resolved.

15.b.vi. An additional fee will apply for reinstatement following suspension.

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15.b.vii. Failure to resolve the issues that have resulted in the suspension in a time established by AAA shall result in withdrawal or reduction of the scope of certification .

15.c. Reduction of a Certificate Scope.

15.c.i. AAA will reduce the client's scope of certification to exclude the parts not meeting the requirements, when the certified client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

15.c.ii. Under Reduction of a Certificate Scope, the Certificate will be replaced.

15.c.iii. A fee will apply for the issuance of a new Certificate following the Reduction of Scope.

15.d. Withdrawal of a Certificate.

15.d.i. A Withdrawal of a Certificate may occur when the clients fails to resolve the issues that have resulted in the suspension in a time established by AAA.

15.e. Upon withdrawal of its certification, the client must discontinue use of all advertising material that contains a reference to certification.

16. Appeals Procedure.

16.a. The Client has the right to appeal any of the decisions made by AAA.

16.b. Notification of the intention to appeal must be made in writing and received by AAA within seven days of receipt.

16.c. An Appeals Form will be sent to the Client for completion and must be returned to the AAA within 14 days of receipt, supported by relevant facts and data for consideration during the Appeals Process.

16.d. All appeals are forwarded to AAA and are put before the Appeals Committee. AAA shall be required to submit evidence to support its decision. Any decision of AAA shall remain in force until the outcome of the appeal.

16.e. The decision of the Appeals Committee shall be final and binding on both the Client and AAA. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

16.f. In instances where the appeal has been successful no claim can be made against AAA for reimbursement of costs or any other losses incurred.

17. Client Complaints and Comments

17.a. If anybody has cause to complain to AAA, the complaint shall be made in writing, without delay, and addressed to the Certification Manager of AAA HQ. If the complaint is

made against the Certification Manager, the letter of complaint shall be addressed to the Managing Director of AAA HQ.

17.b. The complaint shall be acknowledged in writing following receipt. The complaint will then be independently investigated by AAA and closed on satisfactory conclusion of the investigation. Following closure the complainant will be informed that the investigation has reached its conclusion.

18. Force Majeure

18.a. If AAA is prevented from performing or completing any service for which the Certification Agreement has been made by reason of any cause whatsoever outside AAA's 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 the Client to comply with any of its obligations under the Certification Agreement, the Client will pay to AAA:

- 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.

18.b. and AAA shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.

19. Limitation of Liability and Indemnity

19.a. AAA undertakes to exercise due care and skill in the performance of the Certification Services and accepts responsibility only in cases of proven negligence.

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

19.c. Subject to 19.b. of this section, the total liability of AAA 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 AAA under the Contract (excluding Value Added Tax thereon).

19.d. Subject to 19.b. of this section, AAA 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 AAA 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.

19.e. Subject to 19.b. of this section AAA shall not be liable to the Client nor to any third party:

- For any loss, damage or expense arising from (i) a failure by the 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 AAA;

- 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
- 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).

19.f. Except for cases of proven negligence or fraud by AAA, the Client further agrees to hold harmless and indemnify AAA 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 (i) relating to the performance, purported performance or non-performance, of the Services or (ii) out of or in connection with the Client's product, process or service the subject of the certification (including, without limitation, product liability claims).

19.g. Each party may take out adequate insurance to cover its liabilities under the Contract.

20. Witnessed Audits by Accreditation and Authorised Bodies

20.a. In order to conform to accreditation and certification requirements, AAA's auditors shall be regularly witnessed.

20.b. It is a condition of the Certification Policy that all AAA certificated clients should, if requested, allow representatives of Accreditation and Authorised Bodies to witness AAA's auditors carrying out audits. Failure to allow this could jeopardise the client's certification.

20.c. It is clarified that the Representatives of Accreditation and Authorised Bodies do not interfere with the auditing process, and they have also signed Non-Disclosure agreements with their Organisations.

21. Audit Team

21.a. AAA will provide an appropriately qualified Audit Team or Individual Auditor to conduct the Audit in accordance with the Audit Plan or other arrangements made with the client.

21.b. The client has the right to object to any Individual Auditor but must do so immediately upon notification of the individuals that comprise the Audit Team. These objections (if any) should be justified.

21.c. AAA reserves the right to change the assigned Auditors or add additional Auditors to meet its operational requirements.

22. Additional Rules for Specific Standards / Schemes / Specifications

22.a. In agreeing to abide by these Certification Policy the Client also agrees to abide by any policies, requirements or conditions laid down by other organisations or the specific requirements of a particular standard or sector scheme.

22.b. An example of this would be the Forest Stewardship Council (FSC Standards) or British Retail Consortium (BRC) standards.

22.c. Full details of any such conditions are available on request from AAA.

23. Recognition of Accredited Organisations

23.a. AAA, at its absolute discretion, generally recognises the certificates issued by other accredited organisations where this does not compromise the integrity of a system or product certification scheme.

24. Changes to Certification Policy.

24.a. AAA reserves the right to add, to delete or to change this Certification Policy without prior notification.

24.b. However, an updated version of the valid Certification Policy will always be public on AAA's website.