

Rules of Registration

Agreement between the company (Assess Audit Assure Ltd (AAA)) and clients (organisations audited by AAA)

1 Introduction

These rules have been prepared against criteria for competence set out in (2) below.

The scope of accreditation issued by relevant accreditation bodies is an acknowledgement that AAA has the necessary expertise and ability to manage audits in those particular sectors. Details of all accredited scopes held by AAA are available on request or by visiting www.ukas.com. If a particular sector is outside the present accredited scope of AAA, then an unaccredited certificate may be offered at the discretion of AAA.

Certification of a management system is not a statement by the certification body that implies the product or service meets specified requirements.

Registration refers to AAA only and does not include registrations with any other organisation.

AAA does not directly deliver consultancy.

2 Scope of the rules of registration

AAA undertakes the audit, review and certification of product and management systems operated by companies to a wide range of national and international standards and specifications. The client must agree to supply all necessary information to AAA as required by the individual schemes.

3 Personnel impartiality and confidentiality

AAA undertakes to provide suitably competent personnel for all audits using its own staff or competent subcontractors. All members of AAA (employees and subcontractors) are required to sign confidentiality and impartiality agreements and declare any conflict prior to the audit. Reports produced as part of the audit process will remain confidential, only available to AAA and the relevant accreditation body unless required as part of an investigation conducted by a body that has a legitimate and legal right to view any such report.

However, AAA does retain the right to inform the relevant authorities if breaches of legislation are discovered as part of the audit process. It is a condition of the rules of registration that the certification process is conducted in an impartial manner. The client and the client's representative are therefore required to declare if any link or relationship (commercial or personal) exists between themselves and AAA personnel involved in the audit activities which may bring into question the impartiality or independence of the certification process. AAA will not disclose any confidential information to a third party without the written consent of the client or individual concerned.

Where AAA is required by law to release confidential information to a third party, the client or individual concerned shall, unless regulated by law, be notified in advance of the information provided. AAA will comply with all requirements of the GDPR Act 2018 (as amended) and Freedom of Information Act 2000 (as amended.)

4 Application for registration

On receiving a completed questionnaire AAA will prepare a quotation detailing audit cost. On acceptance of this quotation the client will complete the application form and forward it with payment, if appropriate, to AAA. The project will then be allocated to a suitable audit team to carry out the audit in line with AAA's procedures and terms of accreditation.

5 Audit method

The audit is carried out in several stages:

- 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 organisation and a date 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).
- Following certification, AAA must be informed if any circumstances occur which significantly affect the registration. AAA reserves the right to re-audit if necessary.

6 Certification

On completion of the stage 2 audit, the audit team submits a full report to AAA. On receiving a report stating that the client's management system is recommended as 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 of AAA who will, if agreeing with the recommendation authorise the issue of a certificate with the registration number and scope of registration.

The certificate remains the property of AAA. Providing that the client maintains the management system to the required standards, the certificate is valid for up to three years depending upon the relevant standards or specifications.

7 Annual registration, surveillance and recertification visits

After the issue of a certificate, to maintain annual registration, visits will be carried out at the client's premises at least once per year. Further visits may be carried out if areas of concern are identified. The client agrees to meet the extra costs relating to such increased visits.

To extend the certification beyond the 3-year period a recertification audit is required. This takes place prior to the expiry date of the certificate. Recertification will involve additional fees to cover the costs of administration and possible extra audit days.

8 Extension or changes to the scope or details of the registration

This may be applied for in the same way as the initial audit, indicating the changed scope of registration, change of name or address, additional standards, or other changes required. An audit may be required to verify the changes or additions. If successful, a new certificate indicating the new scope will be issued by AAA. There will be a charge for any changes which involve the re-issue of a certificate. All advertising matter must be amended if the scope of certification is reduced.

9 Publicity

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 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 AAA certifies a product, service or process.

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

10 Certificate misuse

AAA will provide guidance and take all reasonable precautions to ensure that there is no misuse of its certificate and registered marks. The client undertakes only to use certification marks or accredited certification marks as appropriate to its audited scope of registration and relevant standards or specifications.

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

11 Fees

All fees paid to AAA are strictly non-refundable. Audit fees are payable at least 14 days prior to the start of the audit. Annual fees are payable in advance and are to maintain registration. Additional fees will be levied for recertification. Fees for any audit activity will be reviewed annually and may be increased. Extra fees are payable for certificates which need to be re-issued for such reasons as change of company name or address or minor changes to scopes of certification.

Monthly payments can be arranged. The full amount of VAT payable on the annual invoice will be included in the first payment. Monthly instalments are only permissible for subsequent years if the previous year's fees have been paid in full and on time.

Extra visits or office close outs as a result of non-compliance will be chargeable at AAA's standard fee at the time.

12 Certificate suspension or withdrawal

See also section on Appeals Procedure.

Following a successful audit of a client's management system to the appropriate standards or specifications, the certificate may be suspended or withdrawn as follows:

(a) Suspended for a short period due to:

- Continued misuse of logos
- Failure to apply corrective action as a result of discrepancies found during audits
- Any other breach of AAA's Rules of Registration withdrawn due to:
 - Failure to respond to requests made by AAA after suspension of certificate
 - Failure of a client to settle financial accounts
 - Client's request

Upon suspension or withdrawal of its certification, the client must discontinue use of all advertising matter that contains a reference to certification. A fee will apply for reinstatement following suspension.

13 Appeals procedure

If for any reason a client is not in agreement with the audit outcome, suspension or withdrawal of a certificate, they are at liberty to lodge an appeal with AAA. All appeals will be held in the presence of an independent committee convened by AAA. The committee will hear evidence from the client's representative and the relevant AAA representative. The decision of the committee is final and binding on both the client and AAA. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal. Expenses of the Appeal will be met in full by the party who has the decision against them. In the event of an appeal being lodged, full details of the process will be provided.

14 Client complaints and comments

If a client has reason to complain or comment, this should be sent in writing to AAA. AAA's policies include documented procedures for handling complaints and comments.

15 Cancellation of planned visits

AAA is committing resources in setting up audits. Consequently, a fee will be charged if a visit is postponed or cancelled within 20 working days of its planned occurrence. The fee chargeable will be AAA's current standard fee if cancelled within 5 days, or half the current standard fee if cancelled within 6 to 20 days. Additional expenditure that has also been incurred by AAA and is not reclaimable (such as flights or hotels) will also be levied.

16 Liability

Neither AAA nor any of its servants or agents warrant the accuracy of any audit, review, information, certification, service or advice supplied. Except as stated in this document, neither AAA nor any of its servants or agents shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by AAA or its servants or agents, save to the extent that any attempted exclusion or liability would be contrary to law.

17 Indemnity

The client will indemnify AAA against any claims or losses suffered by AAA as a result of misuse by the client of any approval or registration given to the client by AAA under its rules of registration.

18 Witnessed audits by accreditation and authorised bodies

It is a condition of the rules of registration that all AAA certificated clients should, if requested, allow representatives to witness AAA staff carrying out audits. Failure to allow this could jeopardise the client's registration.

19 Audit team

AAA will supply 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. 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. AAA reserves the right to

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change the assigned Auditors or add additional Auditors to meet its operational requirements.

20 Additional rules for specific standards/schemes/specifications

In agreeing to abide by these Rules of Registration the client also agrees to abide by any rules, requirements or conditions laid down by other organisations or the specific requirements of a particular standard or sector scheme. An example of this would be the British Retail Consortium – BRC standards. Full details of any such conditions are available on request from AAA.

21 Changes to these rules of registration

AAA reserves the right to change these rules of registration without prior notification.