

CA-08, Terms and Condition of Sale

These are the terms & conditions for the provision of Auditing Services. By ordering an "Audit" you agree to be bound by these terms & conditions of sale. Your statutory rights are not affected.

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:

- 1.1. "The Company" means IsoComply Ltd.
- 1.2. "Audit" means the examination of evidence in support of compliance to the requirements of a published standard i.e. ISO 9001.
- 1.3. "Auditor" means representative of The Company competent to carry out an audit and identified as such to the Client.
- 1.4. "Evidence" means documentation, data and systems made available to an Auditor for the purpose of carrying out an Audit.
- 1.5. "Client" means a business or individual that contracts with The Company to carry out Audit and Certification of Management Systems.
- 1.6. "Major non-conformance" means that there is a significant lack of evidence to demonstrate that a requirement of a clause of a particular standard has been addressed i.e. lack of evidence, records or documents available or where non-conformances raised at previous audits have not been effectively closed out.
- 1.7. "Minor non-conformance" means that there is a partial lack of evidence to demonstrate that a requirement of a clause of a particular standard has not been fully addressed i.e. some evidence, records or documents may not be available.
- 1.8. "Close Out" means
 - 1.8.1. Completion of the Audit process within the planned timescale where no non-conformances are identified.
 - 1.8.2. Completion of the Audit process within an extended timescale where non-conformances have been identified and rectified.
 - 1.8.3. The Client representative shall be requested to invite the management legally responsible for occupational health and safety, personnel responsible for monitoring employees' health, and the employees' representative(s) with responsibility for occupational health and safety to attend the closing meeting. Justification in case of absence shall be recorded.

2. Terminology

The headings contained in this Agreement are for convenience of reference only and shall not affect its interpretation. References to "person" includes an individual, company, firm, partnership, government body, or other legal entity. Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender. The words and phrases "including" and "in particular" shall be without limitation to the generality of any preceding words and any preceding words

shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.

3. Reference to Statute

References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification and (iii) any guidance notes and/or supporting documentation issued in relation to the statute or statutory provision).

4. Audit Time

4.1. The times calculated for Audits are in accordance with ISO/IEC 17021 2011 and are influenced in part by the guidance provided by IAF MD5 2013 & IAF MD11 2013.

5. Price and Payment

- 5.1. All sums payable by Clients hereunder are expressed exclusive of VAT.
- 5.2. The prices offered to Clients are for Auditing and Certification of Management Systems.
- 5.3. The full price of all Audits must be paid 7 days prior to the date the audit is to be carried out see Paragraph 7.1.3 below.
- 5.4. Additional fees may be payable where the Company is required to “close out” non-conformances raised either by the Auditor or UKAS during an Audit requiring additional audit, management or administration time to address the non-conformances.
- 5.5. Clients may be charged for associated expenses, such as travel, accommodation and/or subsistence, (unless exceptional circumstances arising) these charges will be identified on the quotation.
- 5.6. The Fee for reinstatement of Registration following a period of suspension or withdrawal is charged as a fixed fee of 10% of the Auditing and certification cost given under clause Paragraph 6.1 above.
- 5.7. All invoices for additional fees (see Paragraph 6.3 above) are payable within 14 days of the date of the invoice.

6. Cancellation

- 6.1. Cancellation by the Client.
 - 6.1.1. Clients can cancel Audits at no cost to them by giving notice in writing 21 Day’s prior to the date of the audit.
 - 6.1.2. Cancellations after this time and up to 7 days of the date of the Audit, 50% of the total cost of the Audit.
 - 6.1.3. Cancellations within 7 or less days of the date of the Audit, the total cost of the Audit is payable in full.
- 6.2. Cancellation by the Company.
 - 6.2.1. In the event of non-payment of fees by the client (see Paragraph 6.2 above) the Company will cancel the Audit by giving notice in writing.
 - 6.2.2. The Company reserves the right to cancel and rearrange the audit at short notice in exceptional and/or unforeseen circumstances.

6.3. Liability

6.3.1. Nothing in these Terms and Conditions shall limit or exclude The Company's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

7. Force Majeure

7.1. If the Company is prevented from complying with its obligations due to any event beyond its reasonable control, it shall not be in breach of these Terms and Conditions.

7.2. Force Majeure includes but is not limited to:

7.2.1. War, strike, riot, crime, an act of God (hurricane, flooding, earthquake, storm, volcanic eruption) etc.

8. Law and Jurisdiction

8.1. These Terms and Conditions shall be governed by the Laws of England.

8.2. Dispute Resolution Procedure CA09.

8.3. Dispute Resolution Method – Arbitration.

9. Breach of Regulation

9.1 The client, once certified, must inform the Company without delay of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

9.2 Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority, provided by the Client (See G 8.5.3) or directly gathered by the audit team during the special audit, (G 9 .6.4.2) shall provide grounds for the Company to decide on the actions to be taken including a suspension or withdrawal of the Certification, in cases where it can be demonstrated that the systems seriously failed to meet the OH & S certification requirements. Such requirements shall be part of the contractual arrangements between the Company and the Client.

9.3 Independent from the involvement of the competent regulatory authority, a special audit may be necessary in the event that the Company becomes aware that there has been a serious incident related to Occupational Health & Safety, for example a serious accident, or serious breach of regulation, in order to investigate if the management system has not been compromised and did function effectively. The Company shall document the outcome of its investigation of Form CD-19.