

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

**Contents**

1. Introduction .....	2
2. Scope of the Rules of Certification.....	4
3. Personnel, Impartiality and Confidentiality .....	4
4. Application for Initial Registration .....	5
5. Audit Method.....	5
6. Certification.....	6
7. Annual Registration, Surveillance, Recertification Visits and Short Notice Audits.....	7
8. Extensions or Changes to the Scope or Details of the Registration.....	8
9. Publicity.....	9
10. Certificate Misuse .....	9
11. Fees .....	10
12. Certificate Refusal, Suspension, Withdrawal, Revocation or Reduction .....	11
13. Appeals Procedure .....	12
14. Complaints .....	12
15. Cancellation of Planned Audits .....	13
16. Liability .....	13
17. Indemnity .....	13
18. Witnessed Audits by Accreditation and Authorised Bodies .....	14
19. Audit Team.....	14
20. Additional Rules for Specific Standards / Schemes / Specifications .....	15
21. Changes to these Rules of Certification .....	15
22. Waiver .....	15
23. Third Party Rights.....	15
24. Validity of Rules.....	16
25. Disputes.....	16

## Quality Management System Company Agreement

### CA-03, Rules of Certification

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

This agreement (hereafter referred to as Rules of Certification) is between the company (**IsoComply Limited**) and its clients (organisations audited and certified by IsoComply Limited). It must be read in conjunction with CA-08 Terms and Conditions of Sale, CA-09 Dispute Resolution Procedure and be acknowledged in Application Form.

These Rules are legally binding on both parties and commence on the date that the client's application for Certification is accepted by IsoComply Limited. A separate document covering the use of certification and or accreditation marks and IsoComply Limited's logos forms part of this agreement and the client in applying for Registration also agrees to follow these rules.

## 1. Introduction

- a) These Rules of Certification have been drawn up in accordance with the requirements placed upon IsoComply Limited by Accreditation Bodies such as UKAS. IsoComply Limited must and shall abide by these requirements which are detailed in ISO 17021 and other related documents and standards. These rules have also been drawn up in accordance with the principles of English Law. All disputes must be settled in accordance with the Dispute Resolution Procedure (CA09).
- b) The scope of accreditation issued by relevant accreditation bodies i.e. UKAS is an acknowledgement that IsoComply Limited has the necessary expertise and ability to manage audits in those particular sectors. Details of all accredited scopes held by IsoComply Limited are available on request or by visiting [www.ukas.com](http://www.ukas.com). If a particular sector is outside the present accredited scope of IsoComply Limited, then an unaccredited certificate may be offered at the discretion of IsoComply Limited. Accredited certificates therefore refer to certificates issued by IsoComply Limited where IsoComply Limited has been accredited by a national Accreditation Body such as UKAS to issue certificates against the requirements of management standards i.e. ISO 9001:2015.

### Definitions

- **Accredited / Unaccredited Scope** – Accredited means the scope of activities for which IsoComply Limited has received authorization from UKAS (or other national Accreditation Body) to issue certificates which bear the UKAS certification mark. Unaccredited scopes are therefore scopes which are not accredited by UKAS. Unaccredited certificates will only bear IsoComply Limited's logo.
- **Auditing** – means the examination of evidence (by an authorized representative of IsoComply Limited) provided by the client in support of compliance by the client to the requirements of the standard(s) i.e. ISO 9001 covered by the relevant application. An audit can be conducted at the client's premises, and/or client customer's premises, temporary sites where the client is working or

## Quality Management System

### Company Agreement

#### CA-03, Rules of Certification

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

conducted remotely. Auditing will also involve interviews with individuals who are involved in the processes being audited.

- **Audit Services** – means the activities carried out at the client’s premises in order to verify the effective implementation by the client of the standard or standards subject to audit. Audit services also include all the necessary ancillary work conducted by staff other than the auditors which is required to be undertaken for the client to achieve or maintain registration.
- **Auditor** – means an individual who is either an employee of IsoComply Limited or who acts as a subcontractor to IsoComply Limited and has been deemed competent to undertake an audit against the standard or standards being audited.
- **Audit Team** – means a number of individual auditors who will between them conduct the audit in accordance with the planned activities. Additional members of the audit team may also include individuals who are not appointed auditors but who are present at the audit to provide technical advice or a translation service.
- **Certification** - means the issuing of a certificate by IsoComply Limited resulting from an audit of the client’s management system against the requirements contained within the individual standard or scheme where any such audit has concluded that the client’s quality management system has met the requirements of that standard(s). Certification of a management system is not a statement by IsoComply Limited that implies the product or service meets specified requirements.
- **Registration** – is the ongoing process through which clients gain and maintain certification against a particular standard or standards. Registration therefore encompasses all certification activities, including all activities outside of the certification process required to maintain registration i.e. payment terms and conditions. Registration also refers to IsoComply Limited only and does not include registrations with any other organization.
- **Scope of registration** - means those activities undertaken by the client which are audited by IsoComply Limited representatives and specified (or will be specified) on the certificate. The scope of registration also includes all premises and standards included on a certificate issued by IsoComply Limited.

**Further definitions can be found in the IsoComply Limited Terms & Conditions of Sale CA-08.**

IsoComply Limited does not and will not offer consultancy, training or conduct internal audits.

IsoComply Limited does not and will not certify another certification body for its management systems certification activities.

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

## 2. Scope of the Rules of Certification

- a) IsoComply Limited undertakes the audit of management systems operated by companies to a wide range of national and international standards and specifications. The client agrees to supply all necessary information to IsoComply Limited as required by the individual standard and or schemes. The client also agrees to allow IsoComply Limited representatives access to the staff of the client where those members of staff are involved in the processes covered by the scope of registration and the effective implementation of the standard(s) certificated by IsoComply Limited.

## 3. Personnel, Impartiality and Confidentiality

- a) IsoComply Limited undertakes to provide suitable and technically competent personnel for all audits using its own staff or competent subcontractors. All members of IsoComply Limited (employees and subcontractors) are required to sign confidentiality and impartiality agreements and declare any conflict of interests prior to the audit or as soon as they become aware that a threat to the impartiality of the audit has been identified.
- b) The client will be notified, in advance of an audit, the name of the auditor or auditors who will be attending. The client has the right to object to the appointment of a particular auditor. Any objection should be in writing giving the reasons for the objections and raised within 14 days of upon notification.
- c) The clients staff and the client's representative (consultant or advisor to the client) are also required to declare if any link or relationship (commercial or personal) exists between themselves or their staff and IsoComply Limited personnel involved in the audit or certification activities which may bring into question the impartiality or independence of the audit or certification process.
- d) Reports produced as part of the audit process together with all information and documents will remain confidential, only available to IsoComply Limited, the client 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, IsoComply Limited does retain the right to inform the relevant authorities if breaches of legislation are discovered as part of the audit process.
- e) IsoComply Limited will not disclose any confidential information to a third party without the written consent of the client or individual concerned. Where IsoComply Limited 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. IsoComply Limited will comply with all requirements of the Data Protection Act 1998 (as amended) and Freedom of Information Act 2000 (as amended).

## Quality Management System

### Company Agreement

#### CA-03, Rules of Certification

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

- f) IsoComply Limited will make public, available upon request, information regarding current client certification, this information shall include name, relative normative document (UKAS accredited standard together with any other specific requirements), scope and geographic location (e.g. city and county) for each certified client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). Access to this information will only become publicly accessible when a certificate has been issued.

## 4. Application for Initial Registration

- a) On receiving a completed questionnaire or from details obtained from the client, IsoComply Limited will prepare a quotation detailing the costs of the Audit Services. On acceptance of this quotation the client will complete the application form and forward it with payment, if appropriate, to IsoComply Limited. Prior to issuance of the quotation, IsoComply Limited will have undertaken an internal technical review of the data provided in order to determine the correct amount of audit days / resources to undertake an effective audit service. Any assumptions made within this process will be detailed on the quotation and will be subject to verification at the Stage 1 audit.
- b) Completion and the signing of the application form signifies acceptance by the client of both the quotation and these Rules of Certification. The client is also responsible for ensuring that a documented management system that meets the requirement of the standard(s) has been produced and will be available to be audited at the Stage 1 audit. Failure to produce a documented management system (this includes any mandatory procedures) that meets the requirements of the standard may result in additional costs and the stage 1 having to be repeated. The project will be allocated to a suitable audit team to carry out the audit in line with IsoComply Limited's procedures and terms of accreditation. No further application form is required or requested unless the client wishes to add additional standards or extend its scope of activities.

## 5. Audit Method

The initial audit is carried out in several stages:

- a) 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 organization and a date agreed for the Stage 2 audit. In exceptional circumstances this process may be conducted at IsoComply Limited's offices. In

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

certain circumstances the conclusions reached at the Stage 1 audit may be that the Stage 1 audit may need to be repeated in order to ensure that the management system meets the requirements of the appropriate standard(s). The client agrees that it is responsible for ensuring that all health and safety considerations and requirements are made known to IsoComply Limited prior to commencement of the audit.

- b) The Stage 2 audit is carried out on-site at the client’s premises and will determine whether the client has fully implemented the management system and that it meets the requirements of the appropriate standards or specifications (including relevant legislation). The client will need to make all relevant documentation available, allow audit staff access to client’s staff as required and allow audit staff to visit client sites where this is necessary. Visits to client’s sites will need to be arranged by the client. The client is responsible for ensuring that all health and safety considerations (relevant to the audit visit) and requirements are made known to IsoComply Limited prior to commencement of a visit to a client’s site.
- c) Following certification, IsoComply Limited must be informed if any circumstances occur which significantly affect the certification (i.e. additional processes, additional locations, removal of locations, change of company name, change of company address, change of nominated representative). IsoComply Limited reserves the right to re-audit if necessary. Costs of any re-audits to be borne by the client

**6. Certification**

- a) On completion of the Stage 2 audit, the audit team submits a full report to IsoComply Limited. 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, independent and authorized member of IsoComply Limited’s staff who will, if agreeing with the recommendation, authorize the issue of a certificate with the registration number and scope of registration. Should the audit raise non-conformances against any clause of the standard(s) audited at the Stage 2 these must be corrected (also referred to as corrective action) by the client within the timescale agreed with the auditor and subsequently closed out by IsoComply Limited either from documentation sent to IsoComply Limited or as a result of a further audit (to check the corrective action taken) before a certificate can be authorized to be issued. The client agrees to meet the extra costs relating to such increased visits or to review documentation sent into IsoComply Limited.
- b) The certificate and reports remain the property of IsoComply Limited. The certificate is valid for up to three years (depending upon the relevant standards or specifications). Should the client cease to be registered, IsoComply Limited will require any certificates issued to the client to be returned.

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

- c) Certificates which identify associated sites as secondary locations should identify whether these sites are temporary or permanent.

**7. Annual Registration, Surveillance, Recertification Visits and Short Notice Audits**

- a) Following initial registration and after the issue of a certificate, to maintain annual registration, surveillance audits will be carried out at the client's premises at a frequency determined by IsoComply Limited and detailed on the quotation and planning documents contained within or separate to the audit reports. It is however a condition of registration that an audit is conducted at least once per year and a further condition that the client maintains the management system which is subject to audit in accordance with the requirements of an International Standard (i.e. ISO 9001), British Standard (i.e. BS 7499) or other standard or scheme (also commonly referred to as a sector scheme, i.e. a National Highways Sector Scheme).
- b) Should the audit raise any major non-conformances against any clause of the standard(s) audited at the surveillance visit these must be corrected (also referred to as corrective action) by the client within the timescale agreed with the auditor and subsequently closed out by IsoComply Limited either from documentation sent to IsoComply Limited or as a result of a further audit. The client agrees to meet the extra costs relating to such increased visits or to review documentation sent into IsoComply Limited.
- c) Minor non-conformances raised during a surveillance audit against any clause of the standard must also be corrected by the client within the agreed timescale. The corrective action taken by the client will be checked at the next scheduled audit. Alternatively, the client may be required to send evidence to IsoComply Limited to confirm that effective corrective action has been taken. Failure to correctly address minor non-conformances may result in a major non-conformance being raised and in such circumstances the client agrees to meet the extra costs relating to such increased visits or to review documentation sent into IsoComply Limited.
- d) To extend the certification beyond the 3-year period (or any other period covered by a particular standard or scheme) a recertification audit is required. This takes place prior to the expiry date of the certificate. Should the audit raise any non-conformances against any clause of the standard(s) audited at the recertification audit these must be corrected (also referred to as corrective action) by the client within the timescale agreed with the auditor and subsequently closed out by IsoComply Limited either from documentation sent to IsoComply Limited or as a result of a further audit.
- e) Recertification may involve additional fees to cover the costs of administration and may also require additional audit days over and above the number of days conducted during surveillance visits, in this case this will be detailed on the quotation. The client also agrees to meet any extra costs incurred where a

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

further audit is required in order to verify that effective corrective action has been taken in order to close out identified non-conformances.

- f) It may be necessary for IsoComply Limited to conduct an audit at short notice to investigate complaints or in response to change or to follow up on suspended clients. In such cases IsoComply Limited will make known to the client the circumstances and conditions under which the requirement to conduct a short notice audit have been determined. The client agrees to meet the extra costs relating to such audits.
- g) Information such as a serious accident, or serious breach of regulation requiring the involvement of the regulatory authority, either provided by the certified client or directly gathered by our audit team during a special audit, shall provide grounds for the Certification Body to decide on actions to be taken, including suspension or withdrawal of Certification where it can be demonstrated the QMS seriously failed to meet OH&S certification requirements. This requirement shall form part of the contractual agreement between the CB and client organization.

**8. Extensions or Changes to the Scope or Details of the Registration**

- a) Extensions to scope may be applied for in the same way as the initial audit. An audit will be required to verify the changes or additions. If successful, a new certificate indicating the new scope will be issued by IsoComply Limited. Extensions to scope normally cover additional processes or additional permanent locations. An extension to scope will require completion of a questionnaire and an application from the client. Additional payment is normally required and IsoComply Limited will follow the procedure outlined in paragraph 4.
- b) Where a client is already registered to a particular standard i.e. ISO 9001 and subsequently wishes to add an additional standard i.e. ISO 14001 this will be treated as a new application and the rules governing initial audits followed.
- c) The client agrees to notify IsoComply Limited of any material change in circumstances such as a change of address, change of name, closure of a location covered by registration or change in contact names, telephone number etc. IsoComply Limited will take appropriate action and will reissue a certificate where necessary with the amended details. The reissue of a certificate will involve additional fees to cover the cost of administration.
- d) All advertising matter produced by the client must be amended if the scope specified on the certificate is reduced.



## Quality Management System

### Company Agreement

#### CA-03, Rules of Certification

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

The client is required to inform IsoComply Limited in writing, without delay of any changes relating to:

- The legal, commercial, organisational status or ownership.
- Organisation and management (e.g. key managerial, decision making or technical staff).
- Contact address and sites.
- Scope of operations under the certified management system(s).
- Major changes to the management system and its processes.
- Actions in relation to prosecution or fatalities.

## 9. Publicity

- a) Once a certificate has been issued, but not before, the client has the right to publish the fact. The relevant certification marks or accreditation marks and logos can be used on its stationery and website, relating only to the audited scope of registration and the relevant standards or specifications and as detailed on the certificate. A separate document relating to the rules of use of certification marks or accreditation marks and logos is available via the IsoComply Limited website or direct from IsoComply Limited. These rules cover both IsoComply Limited's logo and where an accredited certificate is issued, the rules relating to the accreditation bodies certification marks i.e. UKAS.
- b) The client must not make or permit any misleading statement regarding its certification, the scope and/or standard(s) covered by certification, the client's locations covered by the scope and/or standard(s) covered by 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 IsoComply Limited certifies a product, service or process.
- c) The client must not apply certification marks or accreditation marks to laboratory test, calibration or inspection reports as such reports are deemed to be products.
- d) Once registered, IsoComply Limited 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

- a) IsoComply Limited will provide written guidance and take all reasonable precautions to ensure that there is no misuse of its certificate, certification or accreditation marks or logos. The client undertakes only to use IsoComply Limited's logo and certification marks or accreditation marks as appropriate to its audited scope of registration and relevant standards or specifications.

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

- b) The client must not use certification marks or accreditation marks in such a manner that would bring IsoComply Limited and/or the certification system and/or the Accreditation Body into disrepute. The client must not make any false claims regarding the scope of certification issued.

## 11. Fees

- a) All fees paid to IsoComply Limited are strictly non-refundable.
- b) Fees for all audits are payable in full and to be cleared funds in our account seven days before the audit commences.
- c) No Annual Registration Fee is payable.
- d) Additional fees will be levied for recertification activities (for most registrations this is every 3 years) and administration connected with the re-issue of certificates.
- e) Additional fees may be payable for certificates that need to be re-issued for such reasons as a change of company name or address or minor changes to scopes of certification.
- f) Additional fees may be payable where IsoComply Limited is required to “close out” at the client’s premises, major non-conformances raised during an audit or where an audit is reviewed or witnessed by UKAS, and found to fall short of the relevant standard in any way requiring additional audit time to redress any issues.
- g) Clients may be charged for associated expenses, such as travel, accommodation and/or subsistence, unless exceptional circumstances are involved, in this case, this will be identified on the quotation
- h) Fees for reinstatement of Registration following a period of suspension or withdrawal will be incurred. IsoComply Limited will specify the fees required together with any other conditions relating to the lifting of a suspension or reinstatement following withdrawal.
- i) All invoices for activities other than auditing are payable within 30 days of the date of the invoice unless specified under a different section of these Rules of Certification or on the invoice.
- j) IsoComply Limited reserves the right to review the annual registration fees for certification activities and all other fees on an annual basis.
- k) Cancellation fees are detailed in Terms & Conditions of sale CA-08.
- l) If the client fails to make any payment in full on the due date, IsoComply Limited may:
- i. charge the client any reasonable administrative costs and/or interest (both before and after judgment) on the amount unpaid at a rate of 8% above the base rate of IsoComply Limited’s bank from time to time, or the then prevailing rate of Late Payment of Commercial Debts (Interest) Act 1998 (as amended), whichever is the higher; and/or

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

- ii. cancel a planned audit which may also result in registration being suspended and ultimately withdrawn.

## **12. Certificate Refusal, Suspension, Withdrawal, Revocation or Reduction**

See also section on Appeals Procedure.

IsoComply Limited may at any time refuse certification and also reserve the right to suspend, withdraw, revoke or reduce existing certificates on the following grounds:

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:
  - a. The clients certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system.
  - b. The certified client does not allow surveillance or recertification audits to be conducted at the required frequencies,
  - c. The certified client has voluntarily requested a suspension
  - d. Continued misuse of certification marks and or IsoComply Limited logos.
  - e. Failure to pay an invoice within timescales specified in these rules of certification
  - f. Breaches in legislation relevant to the scope of activities covered by registration
  - g. Any other breach of IsoComply Limited's Rules of Certification.
- b) Withdrawn due to the client's:
  - i. Failure to respond to requests made by IsoComply Limited after suspension of a certificate.
  - ii. Failure of a client to settle financial accounts.
  - iii. Persistent breach of any Rule of Registration.
  - iv. Ceasing or threat to cease carry on business, or proposed to compound with its creditors, application for an interim order under s.252 Insolvency Act 1986 or having a bankruptcy petition presented against it, entrance into a voluntary or compulsory liquidation or having a receiver, administrator or administrative receiver appointed over all or any of its assets or taking or suffering any similar action in any jurisdiction.
  - v. Appearance of being about to suffer all or any of the above; and/or
  - vi. Request to withdraw.

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

- c) Upon suspension or withdrawal of its certification, the client undertakes to discontinue to claim certification with IsoComply Limited and remove all references to IsoComply Limited and certification from all advertising matter or other material that contains a reference to certification.
- d) In the event that following withdrawal of certification the client continues to claim certification then IsoComply Limited maintains the right to report the client to the relevant legal authority and to take appropriate legal action.
- e) A fee will apply for re-instatement following suspension.

**13. Appeals Procedure**

- a) 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 IsoComply Limited. All appeals will be held in the presence of an independent committee convened by IsoComply Limited. The committee, in addition to requiring documents, will hear evidence from the client's representative and the relevant IsoComply Limited representative. The decision of the committee is final and binding on both the client and IsoComply Limited. 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. The Client shall not be treated adversely by any employee, subcontractor or individual acting on behalf of IsoComply Limited following the issue of any appeal.

**14. Complaints**

- a) If a client has reason to complain this should be sent in writing to IsoComply Limited. IsoComply Limited's policies include documented procedures for handling complaints. All complaints will be responded to within 7 working days and thoroughly investigated. The result of the investigation will be communicated to the client in writing. If following investigation of the complaint the client is not satisfied with the outcome the complaint will be referred to a Director or the client requested to lodge an appeal. The Client shall not be treated adversely by any employee, subcontractor or individual acting on behalf of IsoComply Limited following the issue of any complaint.
- b) We are required to investigate and/or validate any complaints received from 3<sup>rd</sup> parties against our certified clients. Upon receipt of any third-party complaint we will contact the client to inform them of the nature of complaint and to assess the validity of the complaint. If the nature of the complaint indicates

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

a potential failure of the client’s management system we reserve the right to undertake a special audit, as provided in section 7.

**15. Cancellation of Planned Audits**

See CA-08 Terms & Conditions of Sale – Section 7.

**16. Liability**

- a) The audit methods used will be interviews, observation of activities, review of hard copy documentation, review of documentation retained electronically and a review of records. The conclusion is based upon the evidence obtained during the audit. The auditor(s) will use standard sampling techniques to obtain this evidence and no guarantee can be given that a different conclusion may have been reached had different samples been taken.
- b) Neither IsoComply Limited 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 IsoComply Limited 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 IsoComply Limited or its servants or agents, failure to notify IsoComply Limited of problems prior to audit dates, failure to pay fees or losses beyond the reasonable control of IsoComply Limited save to the extent that any attempted exclusion or liability would be contrary to law.
- c) IsoComply Limited shall have no liability to the client for any delay in performance of the Audit Services or completion of certification to the extent that such delay is due to any events outside IsoComply Limited’s control, including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If IsoComply Limited is affected by any such event, then time for performance shall be extended for a period equal to the period or periods that such event or events delayed performance.

**17. Indemnity**

- a) The client agrees to indemnify and keep indemnified IsoComply Limited against all and any losses, proceedings, lost profits, damages, awards, expenses, claims, costs (including increased administration costs on a full indemnity basis) actions and any other losses and/or liabilities due to the clients misuse of any approval or registration given to the client by IsoComply Limited under its rules of certification whilst

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

the client is registered with IsoComply Limited (including during a period of suspension and following withdrawal of registration, cancellation of audit dates, misuse of intellectual property of IsoComply Limited, breaches of impartiality clauses, providing false or misleading information during the audit process) and/or any breach where IsoComply Limited suffers a loss.

**18. Witnessed Audits by Accreditation and Authorised Bodies**

- a) It is a condition of the rules of certification that all IsoComply Limited certificated clients should, if requested, allow representatives of accreditation bodies or other authorized bodies to witness IsoComply Limited staff carrying out audits. Failure to allow this could jeopardize the client’s registration.

**19. Audit Team**

- a) IsoComply Limited will supply an appropriately qualified, competent and impartial Audit Team or Individual Auditor to conduct the Audit in accordance with the Audit Plan or other arrangements made with the client. In addition to auditors the audit team may be supplemented by the inclusion of technical experts, translators or interpreters. The client has the right to object to any Individual Auditor or member of the Audit Team but must do so immediately upon notification of the individuals that comprise the Audit Team. IsoComply Limited reserves the right to change the assigned Auditors or add additional Auditors to meet its operational requirements.
- b) The client does not have the right to require that a specified named individual auditor conducts a particular audit.
- c) In order to ensure that the Impartiality of an audit is maintained IsoComply Limited will keep under review the number of audits an individual auditor will conduct for a client. It may be necessary therefore to change the auditor should IsoComply Limited believe that Impartiality is threatened due to over familiarity.
- d) The audit team may at times be supplemented by trainees. Trainees will have no status at the audit and will be supervised by the Lead Auditor. The client will not be charged for their attendance. IsoComply Limited acknowledges that the attendance by trainees at audits is at the discretion of and with the permission of the client. IsoComply Limited will therefore notify the client of an intention to send a trainee to an audit in advance and will also supply the name of the trainee. The client has a right to refuse to accept a trainee; however, IsoComply Limited would urge the client to carefully consider the request as IsoComply Limited has a requirement to fully train and develop its staff and the primary means of doing so is through attendance at audits.

## Quality Management System

### Company Agreement

#### CA-03, Rules of Certification

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

- e) Auditors supplied by IsoComply Limited will act fairly and impartially and will reach a decision based solely on the evidence. The client in agreeing to the Rules of Certification also agrees that no pressure, intimidation or inducement will be offered to auditors designed to change or alter the decision made by the auditor or subsequently by IsoComply Limited staff who review those decisions. IsoComply Limited staff are instructed to immediately report any such instances to the most senior IsoComply Limited member of staff available.

## 20. Additional Rules for Specific Standards / Schemes / Specifications

- a) In agreeing to abide by these Rules of Certification the client also agrees to abide by any rules, requirements or conditions laid down by other organizations or the specific requirements of a particular standard or sector scheme as notified from time to time where that organization controls or has a valid interest in the issue of a certificate.
- b) Note that the requirements contained in standards and/or sector schemes are liable to change and it is the client's responsibility to ensure that any changes are identified, considered and where necessary acted upon.

## 21. Changes to these Rules of Certification

- a) IsoComply Limited reserves the right to change these Rules of Certification by providing 28 days' written notice.

## 22. Waiver

- a) No waiver by IsoComply Limited of any breach of these Rules of Certification shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

## 23. Third Party Rights

- a) All third-party rights are excluded, and no third party shall have any right to enforce these Rules of Certification. This shall not apply to any member of IsoComply Limited's group from time to time who shall, subject to IsoComply Limited's consent have the right to enforce these Rules of Certification as if they were IsoComply Limited.

**Quality Management System**  
**Company Agreement**

**CA-03, Rules of Certification**

Approved by:	Jonathan Green	Authorised by:	Andy Slawson
--------------	----------------	----------------	--------------

**24. Validity of Rules**

- a) If any provision in these Rules of Certification is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Rules of Certification and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

**25. Disputes**

Refer to Dispute Resolution Procedure CA-09.