

AUVA

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I Terms and Conditions

The following terms and conditions apply to all agreements for the services and licences provided by Auva in connection with ISO 9001, ISO 14001 and ISO 45001. They apply to all such agreements.

1.1 Definitions

Auditee means the organisation, which is intended to be, or is certificated.

Certificate means a certificate issued by Auva which states that the Management System operated by the Auditee complies with specified standards, and any copies issued by Auva.

Client means the person with whom the contract is made with Auva for the supply of certification services and to whom a licence is granted for the use of the Marks.

Impartiality Committee means the Impartiality Committee of Auva

A Mark means the Auva certification mark and the other marks which indicate that the Auditee is certificated (including that of UKAS).

Auva means Auva Certification Ltd acting through its CEO.

Management System is that part of the Auditee's management system which meets the requirements of the Standard.

Standard means the Management System standard to which the Auditee is assessed and any supporting guidelines or supplements.

UKAS means the United Kingdom Accreditation Service.

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1.2 License to use the Certification Mark and Certificate

Subject to the Auditee and the Client fulfilling their responsibilities hereunder, and during the currency of this agreement, Auva grants a licence for the Auditee to use the Marks and the Certificate.

Copyright in the Marks and the Certificate remains vested in Auva and the copyright owners of the marks not owned by Auva.

The use of the Marks is ruled by the document “How to Use our Logos”

Incorrect references to the certification system or misleading use of Certificates in advertisements, sales brochures, etc. is not acceptable.

Neither the Marks nor the Certificate may be used in any way which is unacceptable to Auva and bring Auva or the certification system into disrepute.

Auva may revoke the Auditee’s licence to use the Marks and terminate the Certificate if the Auditee or the Client fails to comply with any of these terms and conditions, or if the Client becomes bankrupt or makes an arrangement with its creditors or enters into liquidation (except for purposes of reconstruction) or has a receiver appointed, or if the Client fails to pay fees in due time, or if Auva loses its relevant accreditation.

Under suspension or after withdrawal or cancellation, the Auditee shall refrain from further promotion of its certification.

1.3 Services to be provided by Auva

Auva will provide the Client with copies of the Certificate when all due fees have been paid.

Auva will provide the services as quoted, and as further defined in any orders accepted by Auva.

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1.4 Confidentiality

Auva shall keep all information of the Auditee and the Client in confidence, except insofar as such information is in the public domain, unless the Auditee or Client gives their permission for its release, unless such information must be released by law or for the purpose of Auva's accreditation, or unless the information is part of Auva's register of assessed firms, or other public database specific to the certification scheme.

Clients should not submit any documentation or information to Auva or to any representative of Auva; either whilst on site or remotely, if it contains information which would be in breach of any legislation, regulatory or customer requirements.

1.4.1 Openness

Any member of the public may request access or disclosure of any client's certification status (i.e. the granting, extending, maintaining, renewing, suspending, reducing the scope of, or withdrawing of certification) in order to gain confidence in the integrity and credibility of certification. Auva shall provide this information in a timely manner. They may also request information about our audit process and certification process.

Auva Shall provide access to specific interested parties that request information on conclusion of a specific audit will be provided relevant non-confidential information about the conclusion of an audit.

The Auditee and the Client shall do likewise in respect of Auva's information.

1.4.2 SSIP

Organisations applying for SSIP shall by acceptance of our quotation, permit Auva Certification Ltd to transfer assessment data to our third party approval body; PQS. The information transferred is only used for the purpose of SSIP Certification and is pertinent to the assessment process. The information is not disclosed to any other party and will not be used for any other means outside of SSIP Certification such as marketing. Confidentiality agreements have been signed between PQS and Auva.

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1.5 Duties of the Auditee

The Auditee shall:

- Maintain a Documented Management System which conforms to the certificated standards;
- Provide Auva with a copy of the documentation which describes its Management System as required by Auva (insofar as the documentation is held electronically the Auditee shall provide Auva with a copy of the information on paper or electronic media at Auva's choice);
- Advise Auva promptly of any intention to change the Management System, or any other changes to the organisation which could affect the conformity or scope of the certified management system;
- Not change the Management System without Auva's confirmation that such a change would not invalidate the Certificate.
- Give access, accommodation, and reasonable office facilities to Auva's and UKAS's staff at all reasonable and necessary times to enable them to assess the compliance of the Management System with the Standard by examination of information however held, by interviewing the Auditee's staff, and by examining processes, records and products;
- Ensure that appropriate documentation, records and staff are available to ensure that Auva can effectively assess all relevant aspects of the system;
- Only claim that it is certified with respect to those activities for which it has been granted certification;
- Cease to use the certified logos in cases of suspension or withdrawal of the certification;
- Not bring Auva into disrepute by inappropriate claims of certification;
- Make its complaints file available to Auva and UKAS on request.
- comply with the requirements for certification, and supply any information needed for assessment;
- Nominate for Auva approval a management representative and deputies as necessary to be responsible for all matters relating to the Certificate;
- Keep copies of audit reports and other associated documentation for a minimum of 5 years;
- Inform Auva immediately if it becomes aware of any legal challenge regarding the safety or legality of any products or services that it provides that are covered by the scope of its Auva certification.
- Provide Auva upon request any information relating to complaints received including the investigation outcomes

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- Inform Auva, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority

1.6 Duties of the Client

The Client shall:

- Pay Auva's fees as agreed;
- Ensure that the Auditee fulfils his obligations hereunder and within this document
- Inform Auva, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority
- Inform Auva of any changes without delay of matters that may affect the capability of the management system to continue to fulfil the requirements of the certified standard. This include for example:
 - The legal, commercial, organisational status of 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;
 - Major changes to the management system and processes

1.7 Fees

Auva shall charge the Client fees for the services and licences provided. The fee rates shall be according to Auva's quoted prices for the service or licence concerned. If during the stage 1 assessment it is deemed that the quote issued was not accurate due to the information provided during the application and more time may be required, you may be subject to a quotation amendment prior to your stage 2 assessment taking place.

Fees may be quoted as a firm price explicitly or as an estimate.

Fees are due fourteen days in advance of the activity to which they relate, except for fees which are ascertained only after the activity is complete which are due thirty days after their invoice date. Fees shall be paid by the due date.

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Where fees are quoted as a daily rate, the nominal day is eight hours, however a day's fee may be charged for five or more hours. Activities which are of only a few hours duration and at the auditor's office may be charged at an hourly rate prorated from the daily fee rate.

The fees for travel, hotel and subsistence expenses will be charged at cost, unless quoted otherwise.

Value added tax will be charged as necessary.

Twenty one days after payment is due, interest is payable on overdue charges at HSBC base rate plus 5% per month.

1.8 Postponement and Cancellation

If the Client or Auditee postpones or cancels a planned activity with less than 28 days' notice before the start of the activity, Auva will charge the Client an additional fee for postponement or cancellation. This fee will be the greater of half the quoted charges for the activity or one man-day's fee rate.

If cancellation is less than 7 days' notice prior to the start of the audit then the full audit fees will be payable by the Auditee.

Cancellations must be received in writing acknowledging the cancellation fee will be applied.

In the case of cancellation by the Client or Auditee during an activity, the whole quoted, estimated or actual fee for the activity will be charged.

Neither Auva or the client shall be entitled to a cancellation/compensation fee where cancellation is due to Auva's act or omission.

Auva may cancel an activity if the fees for it are unpaid by the due date; in this case a cancellation fee shall be due to Auva.

1.9 Termination of the Agreement

Either party may cancel this agreement by giving three months' notice. Termination of the agreement shall lead automatically to termination and cancellation of the Certificate(s).

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Termination of the agreement may be instigated by Auva should the fees owed to Auva not be paid in full and on time. Any outstanding fees will remain due even after termination.

On termination of the Certificate (however determined), the Auditee shall:

- Immediately discontinue use of the Marks and the Certificate
- Remove all references to such from all material and electronic media
- Return the Certificate (and all copies) to Auva.

Auva does not charge certification fees. Unless stated otherwise, all fees charged represent audit time only. At the time of cancellation, Auva will request the certificate(s) back immediately, as the certificate(s) is (are) issued free of charge and no refund will be due to the auditee. If a client refuses to schedule an audit with Auva, or if a suitable date cannot be agreed in line with the visit cycle, then Auva may decide to cancel the certificate and again no refund will fall due. In both cases the client must immediately return the certificate(s), cease using the Auva logo(s) and must not make any claim to be certified. Auva will amend the certificate validator on www.auvacertification.com to reflect that the certificate is no longer valid and has been cancelled. Any party or person contacting Auva to enquire if a certificate is valid will be informed that the certificate(s) have been cancelled.

Notification of wishing to transfer your certification(s) from Auva to another Certification Body shall be taken as notification of termination and the above 'termination of the agreement' terms shall apply.

1.10 Related Documents

The information in this document is a part of the agreement between the Client and Auva. The information in this document may be amended from time to time by Auva. Auva shall give notice of such change to the Client.

1.11 General Terms and Conditions

Copyright shall remain Auva's property, but the Client and the Auditee shall have a licence to copy only for internal use all copyright material produced by Auva in the course of the agreement conditional on all due fees having been paid.

The client agrees to Auva subscribing the client to the Auva newsletter system and receiving of Auva newsletters on occasions with information they feel will be of use, the contact details are only used for internal use and will not be sold or divulged to any other party. The client may unsubscribe from the newsletter at any time.

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The Client and the Client on behalf of the Auditee hereby consent to Auva's subcontracting its work as it sees fit.

Under no circumstances whatsoever shall Auva be liable under the law of contract, tort, or otherwise for any loss of profits or contracts or any indirect or consequential loss or damage.

The Client shall indemnify Auva against all claims, costs, actions and demands arising from Auva's services hereunder (except due to Auva's negligence), the use or misuse of the Marks or the Certificate, and any breach of this agreement.

Notices will be deemed to have been served 48 hours after being posted recorded delivery to the addressee's last known address.

Both parties agree that this contract is the complete and exclusive agreement between them. The contract shall be governed by English Law and both parties shall submit to the jurisdiction of the English Courts.

1.12 Remote Audits

If the visit is to be undertaken remotely, or part remotely, your assessor will liaise with you on the process. If the visit will be undertaken remotely, or part remotely, please can you ensure that the relevant records / documents are available in a suitable format to present on the chosen platform.

If you have any questions regarding the remote audit process, or if you would like to undertake a test of the chosen platform, please do not hesitate to contact us in good time prior to the audit. Please note that the audit may be delayed and or additional audit time required, should relevant information not be available to present during the audit.

2 Document Revision History

Date	Amendment	Revision
1st February 2018	Initial Release	1
8th March 2019	updated the fees section relating to application amendments after stage 1	2

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21st December 2020	Included 1.12 remote auditing section	3
6th January 2022	Section 1.4.2 added for SSIP corrected the website reference from .co.uk to .com removed reference to OHSAS 18001	4