



Agreement between ACM Limited and clients (companies audited by ACM limited or their local representatives)

1 INTRODUCTION

ACM Limited is a privately owned, independent certification body, accredited by UKAS for management systems certification. Although not a statement guaranteeing that the product or services actually meet specified requirements, accredited certification of a management system is a measure of compliance with the appropriate international standards.

2 SCOPE OF THE RULES OF REGISTRATION

These rules of registration are applicable to all management system audits undertaken by ACM (or its local representatives) within the current scope of accreditation as detailed on the UKAS web site. In fulfilling this scope, the client agrees to supply all necessary information to ACM so that a full and fair assessment can be undertaken. ACM will give due notice of any changes to its requirements and will verify that each certified client complies with the new requirements. This agreement is applicable to all sites as listed on the certificate or attached schedule.

3 PERSONNEL

ACM undertakes to provide suitably qualified and competent personnel for all audit and surveillance activities using their own staff or suitable qualified and competent associates. All members of ACM (full-time employees, associates or local representatives) are required to sign confidentiality agreements concerning all confidential information to which they may be exposed

4 APPLICATION FOR REGISTRATION

On receiving a completed Application Form/Request for Quotation ACM or its local representative will prepare a quotation detailing audit cost which will be forwarded to the client along with a copy of this document. Acceptance of the quotation and *Certification Agreement and Rules* is shown by signing the Certification Rules and Agreement. On receipt of the signed Certification Rules and Agreement and acceptance of the quote, ACM or its local representative will issue an invoice to the client who in turn will make payment to ACM or its local representative. The audit will then be planned and carried out in accordance with ACM accredited management system processes

5 AUDIT METHOD

The first stage of the audit requires the Auditor to conduct an on-site readiness review of the client's management system to assess the documentation and if the implementation of the management system is at a level sufficient to progress to the Stage two audit.

When satisfied with the compliance of the documentation and system readiness the Auditor will produce a report and will agree a date with the client for the Stage 2 audit. The Stage 2 audit will then be conducted in accordance with ACM accredited management system processes. If further visits are required, due to non-compliances found, these will be undertaken and the client will be liable for any extra charges incurred based on the current audit day rate in the quotation. The audit will be carried out against agreed audit criteria. Once registration has been obtained the client will be under a duty to notify ACM of any changes that significantly affect the registration. ACM may re-audit if necessary (short notice) due to the significant changes or as a result of any complaint, or follow up on suspended clients. If any additional charges are incurred ACM reserve the right to pass these additional charges on to the client.

6 CERTIFICATION

On completion of the audit the Auditor will submit the report to the ACM Certification Officer who will review the file and make a recommendation to ACM's Managing Director based on the content of the file. The Managing Director or authorised deputy will make the certification decision and authorise the issue of the certificate. The certificate remains the property of ACM and is valid for three years, providing the client maintains the management system to the required standard. All certification activities and the management of impartiality is overseen by the directors of ACM Ltd.

7 ANNUAL REGISTRATION AND SURVEILLANCE

After the issue of a certificate, planned surveillance visits will be carried out by an Auditor at the client's premises at least annually in order to maintain registration. If areas of concern are identified, more visits may be carried out at the discretion of the ACM Management. The client agrees to meet the extra costs relating to any additional audits. A triennial re-certification audit is required to maintain registration. The client will notify ACM without delay of any matters incurred that may affect the capability of the management system to fulfill requirements.

8 EXTENSION OR REVISION TO THE SCOPE OF REGISTRATION

This may be applied for in the same way as the initial audit, indicating the increased scope of registration required. The audit will be carried out in the areas not previously audited. If successful, a new certificate indicating the new scope will be issued by ACM. There will be a charge for extensions to scope and the re-issuing of the certificate. Should a certified scope be reduced, the client will amend all advertising matter.

9 PUBLICITY

When a certificate has been issued, the client has the right to publish the fact. The relevant logos can be used on stationery relating only to the audited scope of registration and standard. Separate logo rules will be issued by ACM at the time of registration. ACM will make available on request, the certification status of any client. This can also be verified on the ACM web site, www.acmcert.com this data will include name, address, certification type and expiry date. The use of any logo on packaging must not imply that the product, service is certified.

10 CERTIFICATE MISUSE

ACM will take all necessary steps to ensure that there is no misuse of the logo or the certificate by the client. The client undertakes not to misuse or misrepresent the logo or the certificate in any way



CERTIFICATION AGREEMENT & RULES

11 FEES

All fees for audits and annual registration are reviewed annually and are available on request. All fees paid to ACM are strictly nonrefundable. Annual fees are payable in advance and are to maintain registration. Monthly payments can be arranged.

12 CERTIFICATE SUSPENSION OR WITHDRAWAL

On completion of the audit, to the appropriate standards or specifications, the certificate:

may be suspended due to:

- Continued misuse of logos
- Failure to apply corrective action as a result of discrepancies found at audit or surveillance visits.
- Any other breach of ACM's Certification Agreement & Rules.

Or withdrawn due to:

- Failure to respond to requests made by ACM after suspension of certificate
- Failure of a client to settle a financial account
- the client's request

Following either the suspension or withdrawal of a certificate the client will discontinue its use and return the original to ACM and discontinue to claim accredited management system registration.

13 APPEALS PROCEDURE

If for any reason a client disagrees with the Auditor's verdict they are at liberty to lodge an appeal ACM's Managing Director. All appeals will be held in the presence of an Independent Certification Board sub-committee. The sub-committee will hear evidence from the client's representative and the relevant Auditor. The decision of the Independent Certification Board is final and binding on both the client and ACM. 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.

14 CLIENT COMPLAINTS AGAINST ACM PERSONNEL

If a client has a complaint regarding any employee or associate of ACM, this should be sent in writing to the ACM Managing Director at the Head Office address. If the complaint involves a Managing Director then the complaint is to be addressed to the Independent Certification Board Chairman.

15 COMPLAINTS AGAINST THE REGISTERED COMPANY

The client agrees to make available to ACM or its representative all information pertaining to complaints received by the client from customers, regulators and any other interested parties.

16 TERMS OF PAYMENT

Cancellation of this contract, the audit or surveillance dates by the client within twenty working days of the agreed dates will result in ACM claiming an extra levy equivalent to one man day from the company for each staff day cancelled. Payments are due in accordance with the contract.

17 LIABILITY

Neither ACM 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 ACM or its servants or agents, save to the extent that any attempted exclusion or liability would be contrary to law. All information obtained during an audit will be treated as confidential and not disclosed to any third party unless as required by law

18 INDEMNITY

The client will indemnify ACM against any claims or losses suffered by ACM as a result of misuse or misrepresentation by the client of any logo, approval or registration given to the client by ACM under these Certification Agreement & Rules. Current requirements (*The National Accreditation Logo & Symbols: Conditions for use by UKAS and UKAS accredited organisations on the use of logos*) are found on our web site www.acmcert.com

19 UKAS WITNESSED AUDITS

It is a condition of these Certification Agreement & Rules that all ACM certificated clients should, if requested, allow UKAS auditors to witness ACM staff carrying out their audits. Failure to allow this could jeopardise the client's registration. The presence of any observers will be agreed prior to any audit. Observers will have no influence over the outcome of the audit.

20 JURISDICTION

This agreement is to be governed in all respects by English Law and in the event of a dispute the parties agree to submit to the jurisdiction of the English Courts.

ACM reserves the right to change these Certification Agreement & Rules giving due notice of at least three months to all certified clients.

Accepted By		Company		Date	
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