

# **iAssessor Certification Regulations**



## A Guide to Certification with iAssessor

### **Introduction**

The purpose of this document is to ensure no misunderstanding arise between You as our Client and iAssessor. This document is an agreement with iAssessor as your certification body regarding the provision of an ISO certificate/s for your Organisation, also if applicable registration of Safety Schemes in Procurement.

iAssessor provides certification services to the following ISO standards: ISO 9001, (quality) ISO 45001 (Occupational Health and Safety) and/or ISO 14001 (Environmental) International Management Standards. Through a deemed to satisfy mechanism iAssessor can register your company as satisfying SSIP requirements. Areas covered in this agreement include: confidentiality, certification, application for certification, certification.

### **Confidentiality**

Information accessed by iAssessor about Your Company at application stage during the certification process shall be treated as confidential. iAssessor requires access to information about Your business to complete the ISO assessment. We judge access to such information as a privilege. We therefore place the highest importance on keeping proprietary information confidential. Information shall not be disclosed to a third party without the prior written agreement of the Client Company concerned. The exception is certification information required to be made public as required by UKAS. The confidentiality obligation shall survive any termination of the agreement.

### **Certification**

To grant certification iAssessor has a responsibility to assess sufficient objective evidence. iAssessor then uses the evidence on which to base a certification decision. Sufficient evidence of conformity will result in a decision to grant certification. iAssessor has a responsibility to decline certification if there is insufficient evidence of conformity with the ISO standard/s.

The continuance of certification for the scope of activities at your Company is depended upon the outcome of periodic surveillance/re-certification assessments. The purpose of the assessments is to collect factual data showing compliance with all the requirements of the current edition of the ISO standard/s which your company is certified to.

A similar process of fact based evidence relates to: maintaining, extending, renewing, reducing and suspension of ISO Certification.

iAssessor reserves the right to meet its obligations in this agreement through its offices and representatives.

### **iAssessor Obligations**

iAssessor will appoint competent ISO Auditors to conduct the ISO assessment at Your Organisation as required by UKAS and iAssessors Procedures and Policies.

iAssessor will allocate sufficient resources to ensure the ISO assessment is carried out effectively and to a frequency that maintains confidence in the ISO Certificate awarded.

iAssessor will issue a written ISO audit report...of findings and conclusions after each ISO audit.

ISO certificates will only be issued upon sufficient evidence of conformance with the ISO standard/s has been found.

## **Client Obligations**

The Client agrees to comply with conditions set by iAssessor regarding the issue of ISO certificate/s. The conditions of issue may be revised and the Client agrees to comply with such changes in conditions.

The Client ensures the ISO 9001 and/or ISO 14001 and/or 45001 management system which certification has been granted for...continues to comply with the respective ISO standard/s between audits. Also to ensure compliance with the SSIP Core Criteria, if SSIP registration applies to your ISO 45001 certificate.

The Client agrees that iAssessor and UKAS has the right to increase the number of surveillance visits to a frequency based on a risk assessment of the Client's certification scope, system and location.

The Client agrees that information regarding "certification status" can be made publicly available by iAssessor, UKAS and the organisation SSIP.

The Client will inform iAssessor within a reasonable time frame regarding significant changes to Client eg product(s), service(s), relocation of business, additional sites, ownership change or change of scope.

## **Application for Certification**

The application for certification is used to collect information about Your Organisation as a prospective Client. The application allows iAssessor to determine the resources required and competence of auditors required to complete the ISO audit/s.

The process of Certification normally involves a Stage 1 audit of the Company's management system and a subsequent Stage 2 audit of the implementation of that system. The application form will provide information to allow for a proposal for completion of stage 1 and 2 audits of your management system.

The prospective Client shall record all addresses from which activities within the Company's proposed scope of certification are arranged or carried out. These certification regulations apply to all such addresses equally.

It is the responsibility of applicants to satisfy themselves that the proposed "scope of certification" meets their requirements.

## **Fees**

The fees quoted in the proposal for ISO certification services are based on the assumption that the information supplied in the 1.1 application form is accurate.

Fees include the cost of the certification service and use of the iAssessor logo.

Any additional services provided will be charged at iAssessor quoted rates.

Payment is due a minimum of twenty eight days after invoicing.

In the event that any payment is not made when due, iAssessor has the right to charge interest at a reasonable rate...from the date of the twenty eight day until payment received date.

Fees shall be subject to Value Added Tax at the prevailing rate and are non-refundable.

## **Stage 1 Audit**

An applicant shall permit iAssessor access to Company documentation and information to allow for the stage 1 audit.

The applicant shall provide facilities...including office and all supporting documentation to allow for an adequate audit.

The Company's ISO Representative or her/his deputy shall be present or available throughout the Stage 1 audit.

A member of the top management of the Company shall attend the Stage 1 opening and closing meetings. If the Stage 1 audit indicates that the ISO assessment should proceed, a Stage 2 audit is arranged.

### **Stage 2 Assessment**

The Client Company shall allow iAssessor unrestricted access to records, site locations and personnel to allow for an adequate evaluation of implementation of the management system. The assessment will be in line with the proposed scope of certification.

Office accommodation shall be made available for the duration of the Stage 2 audit. The Company's ISO Representative, or his/her deputy, shall be present throughout that Stage 2 audit. A member of top management of the Company shall attend the opening and closing meetings.

The Stage 2 assessment visit shall normally take place within one to six months of the Stage 1 audit. In the event that the time interval exceeds six months, it may be required by iAssessor that an ISO assessor verify that the Company's Management System has not substantially changed.

### **UKAS Witnessing Assessment**

The Client shall allow UKAS access to any part of the ISO audit. This is to allow the Accreditation Body to complete witnessing iAssessor performing the audit and determining conformance with the ISO standard/s. The Client will not have the right to refuse such a request within this agreement.

### **Decision regarding Certification**

Following successful completion of the ISO assessment, iAssessor shall issue a Certificate of Certification detailing the Company's scope of Certification, date of Certification, validity period and the certificate number. The certificate is the property of iAssessor and shall be returned upon request to iAssessor on cessation of Certification.

During the time of its Certification with iAssessor, a Company shall be entitled to advertise that fact and to use the iAssessor Certification Mark(s) as appropriate. No Company shall normally be permitted to hold more than one certificate number for each Certification held. A Company shall not use the iAssessor ISO Certification Mark until its Certificate of ISO Certification is issued.

A Company certified with iAssessor shall, at all reasonable times be prepared to produce its Certificate of Certification for inspection by an authorised representative of iAssessor.

### **Conditions of Continued Certifications**

A Company certified with iAssessor shall be eligible for continued Certification subject to:

- a) Access, by iAssessor representatives for periodic surveillance audit of the management system;
- b) Make an application to address significant changes to scope, management system or business;
- c) Compliance with relevant standard/s;
- d) Retention of Management Review and Internal Audit records for three years,

### **Suspension and Withdrawal of Certification - Policy**

iAssessor at its discretion may inform the Client of its intention to suspend or withdraw certification. A reasonable opportunity will be allowed for the Client to take corrective action. iAssessor will specify a reasonable timescale for corrective action before suspension or withdrawal of certification.

### **Suspension**

iAssessor shall suspend certification in cases when, for example:

1. The client's certified management system has persistently and seriously failed to meet the certification requirements, including requirements for the effectiveness of the management system;
2. The certified client does not allow surveillance or recertification audits to be conducted at the required frequencies;
3. You as a certified client company has voluntarily requested a suspension;

Under suspension, the client's management system certification is temporarily invalid.

### **Withdrawal**

iAssessor may, at any time, withdraw the ISO Certification of a Company if it is shown to the satisfaction of iAssessor that:

- a. Due to the use, or by omissions or conduct of the certification marks of iAssessor in a manner which is likely to bring iAssessor or the Accreditation Body into disrepute;
- b. A breach of any of the obligations stated in the Certification Regulations;
- c. Fails to maintain its ISO management system to the requirements of the relevant ISO standard/s;
- d. Fails to address non-conformances identified during ISO assessments;
- e. The Client promotes or advertises any product or service which are outside the scope of Certification awarded by iAssessor;
- f. Provides misleading information to gain the certification;

The decision to cancel certification shall be communicated to the Client Company in writing and shall be determined to become effective fourteen days after the date of dispatch of the letter. Should the Company seek to have their ISO certification reinstated iAssessor may make a charge to cover the costs involved.

In the event of iAssessor losing its status as a Certification Body; iAssessor will notify the Client within thirty days of such withdrawal. Certificates relating to the respective scope of the Accreditation Body will be suspended ipso facto within six months after the date of withdrawal.

On suspension or withdrawal the Client is to stop using any certification mark associated with iAssessor and UKAS. This includes any statement indicate certification to ISO 9001 and/or 14001 and/or 45001 and SSIP for any product or service.

The Client shall communicate in writing to all relevant customers within seven working days regarding the suspension or withdrawal of certification. Maintain records of the communications.

The Client shall as requested by iAssessor destroy all electronic and paper/hard copy Certificates relating to Certification. At the Client Company's own expense remove all ISO marks or statements relating to certification from all Company materials. The Client will cooperate with iAssessor and UKAS to verify the obligation stated in this paragraph have been met. If requested, to confirm in writing the disposal or return of all certificates and reference to certification in Company material.

### **Keeping iAssessor informed Regarding Changes and serious health and safety incidents**

You are required to notify iAssessor within twenty eight days of significant changes at your company that impact on your management system continuing to fulfil requirements of the standard used for certification. Including:

- 1) The legal, commercial, organisational status or ownership related changes;
- 2) Organisation and management (e.g key managerial, decision-making or technical staff changes);
- 3) Change in ISO representative;
- 4) Scope of operations under the certified management system;
- 5) Major changes to the management system and processes;
- 6) Change in business location or contact address;.

Also if you hold an ISO 45001 occupational health and safety certificate you are required to inform iAssessor without delay regarding:

1) Occurrence of a serious incident eg serious accident or serious breach in regulation necessitating the involvement of the competent regulatory authority;

A special audit may be required after a serious incident such as an accident to determine if the management system has not been compromised and did function effectively.

### **Maintaining Certification to ISO 45001 Occupational Health and Safety**

A special audit may be necessary if a serious accident or serious breach of regulation/s necessitating the involvement of the competent regulatory authority takes place.

The special audit will investigate if the management system has not been compromised and if it functioned effectively. iAssessor shall document the findings in a report. The special audit would be independent from the involvement of the competency regulatory authority.

Information on serious incidents collected during the special audit or provided by you will provide grounds for iAssessor to decide on continued certification, suspension or withdrawal of certification. Action to suspend or withdraw would be taken when it can be demonstrated that the system seriously failed to meet the Occupational Health and Safety certification requirements.

### **Liability**

The total liability of iAssessor or representatives to the Client for all direct loss in contract, tort or otherwise arising out of or in connection with this agreement shall be limited to 150% of the payments due by the Client to iAssessor within the calendar year of the date that such liability arises.

Except in respect to death or personal injury caused by negligence of I Assessor Ltd or fraudulent misrepresentation in respect of which liability shall be unlimited. iAssessor will not be liable to the Client for any loss of direct or indirect profit, contracts or goodwill, loss or corruption of data or for any indirect, special or consequential loss or damage or any other claims for compensation whatsoever which arise out of or in connection with performance or non-performance of the Agreement with iAssessor.

### **Indemnity**

The Client shall indemnify iAssessor against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:

- The use or misuse by the Client of any Certificate, licence or ISO trade mark provided by iAssessor in relation to this agreement;
- Any breach of the agreement by the Client;
- Illness, injury or death to any personnel of iAssessor, the Client, its subcontractors, suppliers or customers, together with any of their employees, agents or directors, other than where due to the negligence of iAssessor.
- Damage to or loss of property or equipment owned, leased or used by iAssessor.

### **Appeals and Complaints**

Clients wishing to complain or appeal regarding a decision made by iAssessor shall be provided with guidance. Guidance including iAssessor's Complaints and Appeals procedures. All complaints and appeals will be treated in a fair and impartial way.

### **Misuse of iAssessor Certificates of Certification and Marks**

A Company, whose Certification has been withdrawn, shall not exhibit, or cause to be exhibited, its former Certificate of Certification or any copy of it, either on its premises or elsewhere, nor shall it use or display, or permit to be used or displayed, any reproduction, print or replica of the iAssessor Certification or certificate marks in any form or on any material whatsoever.

All certificates of Certification must be returned promptly to iAssessor when there is either a legitimate requirement for a change to its details or upon cessation of the Company's Certification.

Company that is not certified with iAssessor shall use, or cause to be used, the words "iAssessor " in any manner or for any purpose whatsoever, in connection with its business, its Company or trading name, nor shall it in any way represent itself or its business as being so certified.

### **Short Notice Assessments**

It may be necessary for iAssessor to conduct assessments of certificated Clients at short notice to:

1. Address significant structural changes to the Company and/or the Quality and/or Environmental, Health and Safety system, which may include a move of premises.
2. Significant complaints which may bring into question the validity of the management system or certification.
3. Follow up where certification has been suspended.

### **Notice of Changes by iAssessor**

The certification body iAssessor will give your company as a certified client due notice of any changes to its requirements for certification. The certification body iAssessor shall verify that each certified client complies with the new requirements.

### **Law and Jurisdiction**

The Certification process and the validity, construction and performance of these Regulations shall be governed by UK Law.

iAssessor reserves the right to update this agreement. Fourteen days' notice will be given to the Client regarding the update. The update will come into effect upon expire of the fourteen days.

iAssessor here and now states that it will provide the services with reasonable care and skill.