



Conditions of Business

INTRODUCTION

WQA certification enables organisations whose quality management system complies with the requirements of the relevant standard e.g. ISO 9001:2008 to be certified by WQA and to display the WQA logo in accordance with the document 'How to display the WQA Logo (WQA13) which forms part of these conditions.

These conditions of business, of which this introduction forms an integral part, are expressly understood and agreed to be made in respect of all locations of whatever description out of which either the Company or WQA may carry on business, where or not the said locations are within the jurisdiction of England and Wales.

The quotation overleaf is expressly understood and agreed to be an integral part of these Conditions of Business.

THE STAGES OF CERTIFICATION

Enquiry

Following your enquiry, WQA will provide you with a quotation for our services based on the number of effective employees and complexity of operations.

Application

As acceptance of our quote you will be required to:

- Agree to these conditions by signing and returning your quotation
- If you require additional application information WQA will provide this on request.

Assessment

To enable us to establish confidence that your quality system meets the requirements of the relevant standard, we require you to:

- Make provision for examining documentation and access to all areas, records and personnel for the purpose of assessment, re-assessment and resolution of complaints
- Advise us of any changes that might affect the quotation
- Have conducted a full internal audit and management review which meet the requirements of the relevant standard.
- Pay the assessment fees in accordance with the quotation when invoiced by WQA.
- Demonstrate compliance with the relevant standard and these conditions.
- Nominate a deputy management representative.

Note the WQA procedures for all types of assessment are available on request.

Certificate issue

When you have satisfied the requirements of the relevant standard we shall agree a scope of registration describing the assessed activities and their locations. As evidence of compliance you will receive a certificate which may be accompanied by appendices. Where we are not satisfied with compliance WQA can at its absolute discretion refuse to issue a certificate.

Continuing assessment

To enable us to maintain confidence in your fitness as a certified company you must advise us in writing if at any time you do not comply with the requirements of the relevant standard or if there are any changes or reductions in your scope of certification.

We will visit your site to conduct continuing assessments to ensure you still comply. The duration and frequency is as decided by WQA in accordance with ISO and IAF documents. You will be notified in advance of our plans. A triennial performance review (re-certification assessment) will be conducted to evaluate the performance of your quality system in monitoring conformance to the standard. The duration of Re-certification Assessments will vary from continuing assessments and may be as long as the initial assessments.

PUBLICITY AND PROMOTION

In order to maintain the integrity of our service, you will make no misleading statement concerning your application or certification and will use your best endeavours that no one connected with you gives any such misleading impression. Furthermore you will not allow reference to your management system certification to be used in such a way to imply that the certification body certifies a product (including service) or process. It must not imply that the certification applies to activities that are outside the scope of certification. You must conform to the requirements of the certification body when making reference to your certification status in communication media such as; the internet, brochures or advertising or other documents. Your company must not use or permit the use of a certification document or any part thereof, in a misleading manner.

You must not use the certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.

ACCOMODATING THIRD PARTY OBSERVERS

It is a condition of WQA's UKAS Accreditation that from time to time we, ourselves (WQA), have to be assessed by them. In the furtherance of this, they sometimes wish to assess us performing assessments at specific clients. It is therefore a WQA requirement that you will allow us to bring along

a third party observer from UKAS to an assessment to enable him to assess a WQA employee. In the event that they request to visit you, we will inform you. If such a visit is unacceptable to you this will give WQA time to make alternative arrangements.

CONFIDENTIALITY

WQA, its staff and agents will keep confidential all information relating to your business and shall not disclose to any third party information unless required to do so by law. WQA staff and agents have signed confidentiality agreements that continues even after termination of this contract.

IMPARTIALITY

WQA offers a certification service that is designed through its organisational structure and assessment processes to ensure impartiality. WQA recognise the importance of impartiality in carrying out its management system certification activities and manage any possibilities for conflict of interests through documented analysis to minimize such threats. WQA would welcome any enquiries relating to any perceived breaches of impartiality or conflicts of interest which will be made available to its governing committee for investigation and resolution.

FEES

Fees for assessment are non-refundable but are only charged after the full assessment has been completed. All other fees are charged at 1/12 of the annual fee each payment due monthly or following each assessment. Details of assessment charges and associated man-day requirements will be made available on request.

Failure to pay any fees by the due date is considered contravention of this contract.

OWNERSHIP OF WQA CERTIFICATION

The certificate and right to use the WQA Logo shall remain the sole rights of WQA and can not be sold, lent or used as an asset of the company. Should the certified business become bankrupt, go into liquidation, receivership or be taken over then WQA must be notified as we may have to cancel certification, we will consider individual circumstances.

CANCELLATION OF ASSESSMENTS

In the event that a client cancels a pre-arranged assessment within 1 month of the assessment date then the whole fee will fall due for payment.

TERMINATION

WQA reserves the right to terminate certification immediately you fail to comply with these conditions or have acted in a way to bring your certification into disrepute and have failed to rectify this breach within one month of receiving written notice of the breach by WQA.

WQA can also terminate this contract for any reason by giving you three months notice of termination in writing.

You may terminate this contract at any time by giving WQA two months notice in writing and upon termination you must immediately cease to use the WQA logo in any advertising matter and return all certificates to WQA.

SAFETY

You are responsible for the safety of all persons who enter your site and have adequate protective equipment for them to wear. Where specialist training is required this must be reported to WQA from the outset.

INDEMNITY

Each of us shall indemnify the other for damages and costs directly arising from our respective acts or omissions, but neither shall be liable to the other for indirect, consequential or purely economic losses.

INSURANCE

Each of us shall maintain sufficient third party liability insurance to a level that is appropriate to our business. Such insurance may be in the normal form for the risks involved and provide for indemnity of the other, such indemnity shall continue for a reasonable time after the liquidation of the other party.

LAW

Updates to these conditions may be made from time to time upon reasonable notice from WQA.

These conditions are subject to English/Welsh Law and any disputes must be resolved in accordance with English/Welsh Law. We both agree to resolve any dispute between us and the appeal procedure, so that either of us will only resort to legal action where other means have been exhausted.

COMPLAINTS, DISPUTES & APPEALS

WQA maintain complaint, dispute and appeal procedures, details of which are available on request

AGREEMENT

We agree to these Conditions of Business and the quotation both of which documents we have read and understood. The persons whose signatures appear on the quotation document on behalf of the Company and WQA respectively and are able to bind both the Company and WQA to the same.