FORCE Certification UK Limited

ABC-Sys

General terms for certification of management systems

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1. INTRODUCTION

The specific requirements in this ABC shall be complied with to obtain and maintain a management system certification according to international and national standards, accreditation requirements and guidelines including modules D or E related to UK Regulations.

The General Conditions of FORCE Certification UK Limited cannot be deviated, and they have priority to all other provisions. Additionally, the requirements in this ABC cannot be dispensed and overrules all other terms.

On our website www.forcecertification.co.uk we have published an informative guide describing the certification process. This guide gives a broader understanding of the process, and a guide to the information which shall be available. The informative guide cannot replace the requirements described in this ABC.

Issued certificates are the property of FORCE Certification UK Limited (FC UK).

In this ABC a certified customer is the company, whose management system has been certified.

2. GENERAL

The preliminary certification audit of a management system shall be conducted in two steps: Stage 1 and Stage 2.

The customer shall in time before audit be notified of the names of the audit team and, when requested, receive available background information on each member of the audit team, so the client could object to the appointment of any member.

The customer shall:

- establish the necessary data to determine the extent of the certification (e.g., use our application forms see www.forcecertification.co.uk).
- supply our audit team with information which enables it to ascertain whether the customer's management system has been documented in accordance with current requirements.
- give the audit team access to facilities, personnel, and records in order that the audit team can verify that the customers management system has been established and maintained.

- co-operate with the audit team when managing non-conformities.
- before the stage 2 visit collect information from relevant authorities concerning agreements and outstanding conditions relevant for the certification.
- at the stage 2 visit present documents, which concern any agreements, authorizations, approvals, obligations, prohibitions, supervision reports and any outstanding conditions relevant for the certification.
- update and maintain management system documentation in accordance with the certification requirements. This documentation shall be document managed.
- must ensure that the audit can be conducted in a fully safe manner in accordance with the rules of the working environment legislation as well as possible local company procedures and precautions.

If FC UK assesses that, especially during a review of the production, it is not possible to conduct an audit properly in accordance with the rules of the working environment legislation, the audit will be postponed until the conditions are safe.

If the company has special guidelines that must be followed - e.g., the use of special clothing, safety equipment or requires special training, this must be notified and agreed prior to audit.

3. PREMATURELY TERMINATION OF AUDIT

If FC UK's Lead Auditor or Certification Manager finds that the presented information is not sufficient to continue the process, the audit can be prematurely terminated. The client must cover FC UKs costs (time consumption and travel) up to the written termination.

4. SURVEILLANCE VISITS

To maintain the certification FC UK shall make regular surveillance visits at least once annually. The frequency will appear from the certification agreement.

FC UK gives the customer notice at least 2 weeks before a surveillance visit. The visit is conducted according to plan prepared by FC UK and includes selected parts of the overall requirements.

If FC UK notices conditions that require a further surveillance visit, such a visit may be held at short notice.

5. RECERTIFICATION

FC UK contacts the customer before the expiry date of the certificate so the recertification visit can be planned at least 3 months before the expiry date.

6. NON-CONFORMITIES, REMARKS AND PROBLEM AREAS

Documentation for the customer's handling of given non-conformities/remarks/problem areas shall be forwarded to FC UK within an established time frame.

Corrections and corrective actions shall be conducted and verified within 90 days after non-conformities/ remarks/problem areas have been informed by FC UK.

In case the verification cannot take place within 90 days FC UK has the right to conduct a new evaluation, which can include a visit at the customer's premises.

7. POSTPONEMENT OR CANCELLATION OF AUDIT VISITS

If the company postpones or cancels a scheduled audit, monitoring audit or recertification visit less than 4 weeks from the first day of the agreed certification dates, FC UK reserves the right to invoice 20% of the price for the certification to cover administrative costs and possible already work done. If a visit is cancelled less than 2 weeks from the first day of the agreed certification dates, FC UK reserves the right to invoice the full amount.

8. MODIFICATION OF THE CUSTOMER'S MANAGEMENT SYSTEM

If during the period of validity of the certificate the customer wishes to conduct essential management system changes, FC UK must immediately receive information and plans for this.

Essential changes include modifications concerning:

- legal, commercial, organizational status or ownership.
- organization and management, such as modification of managing, decision-making or technical key personnel.
- extent of staff.
- contact addresses and relevant addresses including physical facility areas.
- scope for tasks under the certified management system.

- production processes.
- product types and areas.
- management system.

The lead auditor evaluates whether the modifications and changes have any relevance for the validity of the certificate and whether an extraordinary surveillance visit at the customer should be conducted.

9. AUDIT VISITS WITH SHORT NOTICE OR WITHOUT NOTICE

FC UK can conduct audit visits at short notice in connection with:

- following up of corrections and corrective actions.
- following up of suspended certifications, if any.
- examination of complaints, if any.
- modifications of the scope of the certificate.

FC UK makes unannounced audit visits when requirements are made in orders, directives/regulations or other requirements concerning the area.

10. CHANGES OF THE CERTIFICATION'S SCOPE

In case of an application for extension of the scope for an already assigned certification FC UK will go through the application and decide whether an audit visit is required.

If the customer continuously or seriously does not meet the certification requirements to the relevant parts of the scope FC UK will limit the scope to omit the parts that do not meet the requirements.

A certification agreement including the Multiple Site principle cannot be reduced by omitting one or more areas. A new agreement must be made.

11. CERTIFICATE SUSPENSION AND WITHDRAWAL

FC UK has the right to suspend a certificate at any time during its period of validity:

- If the certified customer voluntarily and in writing has asked for suspension.
- If FC UK is not able to verify corrections / corrective actions within an agreed time limit.
- If the customer's certified management continuously or seriously does not meet the certification requirements.
- If the certified customer does not permit that surveillance or recertification audits are conducted with the required intervals.
- If the customer in any way misuses the certificate or the certification mark.
- If the certified customer does not keep the financial conditions of the certification contract.
- If the certified customer in any way brings discredit on FC UK.

During the period of suspension – normally 90 days - the customer's management system certification is temporarily invalid.

At any time FC UK has the right to withdraw the certificate during the time of validity in the event of non-compliance of the system or if the certified customer omits to correct the conditions that lead to suspension within the time limit decided by FC UK.

FC UK will make public any such certificate suspension, withdrawal, or cancellation in the manner, that FC UK finds most relevant in the specific case. In all cases FC UK is obliged to inform other Approved Bodies and or the Secretary of State where certification is refused, suspended, withdrawn, or reduced.

Immediately after the information about withdrawal the customer's management system certification is invalid.

12. CHANGE IN STANDARDS, RULES OF ACCREDITATIONS AND GUIDELINES

If the requirements to achieve and maintain a certification according to the international and national standards, accreditation requirements and guidelines are changed within the period of validity of the contract the customer shall implement these requirements in his management system before their date of commencement. The certification contract shall be changed accordingly.

13. Rules for communication of the certification

At every reference of the customer's certification, the customer must make sure that:

- the requirements of FC UK are met when the customer refers to his certification status in the media such as the Internet, brochures, or advertisements or in other documents.
- there is made no misleading declaration about the certification.
- no use in a misleading manner of a certification document or part thereof is allowed.
- all advertising literature is corrected when the scope of the certification has been reduced.
- it cannot be permitted that reference to the system certification is used in such a way as to give the impression that FC UK has certified a product (incl. services) or a process.
- the impression will not be given that the certification is valid for activities beyond the scope of the certification.
- the certification will not be used in such a way that could bring discredit on FC and/or the certification system and reduce the trust of the public.
- all documentation or communication, which refers to the certification is to be stopped immediately if the certification is suspended, withdrawn or the scope is reduced.

14. Rules for use of Certification Mark

After successfully having been FC UK will forward the certificate together with the applicable certification mark. The certified company may use the FC UK certification mark when supplying information regarding the specific certification. It is recommended, that FC UK accepts the layout and design for which the certification mark is sought before any use on home pages, brochures, letterheads etc.

As a condition for employment of the certification mark the company commits itself to comply with the following requirements:

- to monitor, that the application of the mark does not conflict with the terms of use below.
- to implement corrective actions for any non-compliance observed by FC UK, and to implement these within the specified timeframe.
- to record all complaints presented to the company regarding the use of the mark and to make these available to FC UK.
- that the company shall not allow other companies, subsidiaries, or customers to use the brand.

The company commits itself to comply with the following terms of use of the certification mark:

- all use of the mark must be terminated immediately upon expiration of the surveillance/certification contract.
- all use of the mark and all documentation, promotion and references that mentions the certificate shall be terminated immediately if the certification is suspended or withdrawn, if the scope of certification is reduced, or if the requirements for use of the mark are changed.
- the mark may solely be used in a manner, that clearly links the mark to the certification of the management system scheme.
- the mark for a certified management system may be used on product packaging or on accompanying information to a product. This shall not indicate that the product is certified. To use the certification mark on product packaging or accompanying information the mark must hold the logo of the company.
- the mark may not be used in connection with the company's laboratory testing, calibration certificates / reports, inspection reports.
- the mark shall not discredit the achieved certification.
- the mark must be reproduced in its entirety at least 15 mm high and no larger than the company's own logo.

Abovementioned obligations cannot be terminated by the company if the company uses the mark.
FC UK may terminate the agreement, and withdraw all permission for using the mark, immediately, if the terms of use are not met.

UKAS's accreditation mark must not be used by the customer, manufacturer, or legal representatives. This includes any use of the mark on certified products, documents, or any kind of material (including electronic and digital use).

After issuing a certificate in conformity with a module D or E according to UK Regulations, the customer may use the FC UK identification number 8534 on the types of products included in the certificate. Rules for marking of products are described in the relevant Regulations.

15. CONFIDENTIALITY

FC UK treats all information gained by its representatives, including any sub-suppliers during the certification process or in any other manner as strictly confidential – unless otherwise required by law - and will not pass on such information to unauthorized persons without the written consent of the company in question.

FC UK has taken measures to ensure that confidential information is not accessible to unauthorized persons. Irrespective of the above the customer must accept that FC UK is under an obligation, upon request, to supply UKAS or with all necessary information for their surveillance of our accreditation.

FC UK is under obligation to receive surveillance visits by accreditation authorities, and the company must accept that such a surveillance visit can include the certified activities at the customer's company.

Provisions related to UK-GDPR

FC UK does not require general access to company registrations including registered personal data, and access to sensitive personal data must be cut off. FC UK will not select or extract personal data from the company's registrations.

FC UK must have the opportunity to judge a representative number of employees to assess the competence of the staff within the applied certification scheme. This review will take place when visiting the company's premises. If, in case of applications or documentation of corrective actions, the company sends evidence of employee competence to FC UK, this documentation shall not contain any personally sensitive information including any personal identification numbers, special categories of personal data, union membership or health information. FC UK deletes documents containing personal data after the assessment.

16. COMPLAINTS

A complaint against FC UK's activities in connection with the certification shall be addressed in writing and be received by FC UK no later than 4 weeks after the date of certification.

A complaint against FC UK as an Approved Body can always be submitted directly to DBT[i].

Information on contact and procedure for appeals and complaints appears from www.forcecertification.co.uk

17. PUBLICATION

FC UK undertakes to publish an up-to-date list with the following information about the registered certificate holders:

- full identification (name, address(es)).
- basis for the certification.
- special limitations with respect to products, technologies, etc.
- validity of the certificate, including the original date of issue, renewals, and date of expiry.
- status concerning suspension and withdrawal.

[i] Department for Business and Trade

18. CANCELLATION

The agreement may be cancelled by both parties at 90 days written notice.

The validity of the certification can be supported during the period of cancellation provided the certification is maintained unchanged during the period.

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Changes from 1st ed.:

- *Approved Body number is added in the document.*
- *BEIS is changed to DBT in section 16.*
- *Editorial corrections*