



# **Terms and Conditions – Clients**

Between

Forefront Certification Limited, Basepoint Business Centre, Isidore Road, Bromsgrove Enterprise Park, Bromsgrove, B60 3ET and your company, for the sites(s) covered within your scope:

## **Part 1 Your Duty to provide information**

You will provide to Forefront and any assessor appointed by Forefront to conduct assessment services as part of the Services:

- a) Full, complete and accurate information relevant to the Services, including, if relevant testing and calibration records.
- b) Updates comprising full, complete and accurate details of any changes to the information since you first provided it to Forefront; and
- c) Any additional information that Forefront may request from you as being relevant to the Services of Certification that we provide.
- d) For Forefront to take the appropriate actions necessary, you must ensure that without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification.

These include, for example, changes relating to:

- The legal, commercial, organisational status or 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.

This duty to provide and update information is a continuing one and lasts for the duration of the Contract.

You will be required to assure that all information provided to Forefront for the purpose of the Contract shall be true, accurate and complete, and not misleading.

Forefront will not investigate or confirm the truth, accuracy or completeness of any information provided by you and accordingly Forefront accepts no liability for any losses, costs or damages suffered or incurred by you arising out of or in relation to the Services provided to you on the basis of information provided by you which is not true, accurate and complete in all respects or which is misleading.

## **Part 2 Provisions relating to Assessments and Site Visit**

This Part is relevant for all Services that may include assessments and site visits.

### **1. Qualification and Selection of Assessors / Our personnel**

Impartiality and Conflicts of Interests is paramount in our operations. Forefront ensure all internal and external personnel are aware of impartiality. Our operations capture Conflicts of

Interest/impartiality incorporating potential and perceived on our document reference FF15. Communication of such matters is maintained.

Forefront ensures that all assessments will be performed by appropriately qualified, trained and impartial assessors. Forefront will select the appropriate assessors to perform the assessments. Forefront may change the assessor at any time. In the event of a change in assessor by Forefront, no additional fees will be charged to you.

You may request Forefront to change the assessor with at least 30 days written notice prior to the commencement of an assessment, provided that you agree to pay any additional fees or expenses incurred by Forefront in providing an alternative assessor.

## **2. Arrangement of Assessment Visits to your Sites**

Forefront will arrange visits to your site or sites as described on the Proposal, or, if later, as may be agreed with you in writing. Unless Forefront determines that an unannounced visit is necessary, Forefront will inform you of the assessment visits within a reasonable time in advance of the visits.

If the timetable for visits is determined by the relevant standard within our scope of certification, you and Forefront each agree to comply with that timetable. If the frequency of visits is not fixed by the relevant standards Forefront will arrange them at its reasonable discretion.

In each case, you will provide Forefront and its assessor all reasonable access to all and any areas of the site, data and records, and any materials and equipment as the assessor deems reasonably necessary in order to allow the assessor to undertake the assessment.

Either party may change the date of a visit. In order to do this:

- a) if you change the date of the visit: you must do so by giving not fewer than 30 days advance written notice to Forefront. If you fail to give the required written notice, you will be liable to pay the full fee for the originally booked visit. You may not delay the date of a visit if to do so would have the effect of invalidating your certification.
- b) if Forefront changes the date of the visit: Forefront may do this at any time up to 24 hours prior to the booked date of the visit, and Forefront will contact you to agree a revised date. This will be notified on our document FF26.

In certain circumstances (such as non-compliance with the relevant standard) it may be necessary for Forefront to make additional visits. You will be liable for the fee for any additional visits at Forefront's standard assessment day rate applicable at the time of the additional visit. This is normally associated where a major non-conformity is identified.

You as the client have the responsibility for consistently achieving the intended results of implementation of the management system standard and conformity with the requirements for certification.

## **3. Observed Visits**

Forefront's assessor may be accompanied by a third-party observer from time to time, who is to witness an assessment. Forefront will inform you, as well as provide you with the identity of the observer, within a reasonable time prior to the visit. A third-party observer will only accompany the Forefront assessor if the third-party observer is subject to confidentiality obligations at least to the same level as those to which Forefront is bound. The fee for the visit will not be increased due to the visit being observed.

#### **4. Assessors' Health and Safety**

When an assessor attends your premises, you are responsible for ensuring that adequate information is given on the hazards and risks to which the assessor may be exposed. Please provide the assessor with an appropriate level of supervision as well as all necessary personal protective equipment. You will immediately notify Forefront of any event, accident or incident on your premises which could pose a risk to an assessor.

If, while on your premises, the assessor has reason to believe that you are not complying with the relevant health and safety rules, or that the assessor's safety is at risk in any way, then the assessor may abort the visit. Forefront will report to you the reasons for the termination of the visit. In such an event, Forefront will not be in breach of the Contract and you will be required to pay in full for the Services. Forefront will not attend the affected premises again until it is satisfied that the issues so reported have been resolved.

#### **5. Assessors' Entry Requirements**

You must, at the time of arranging a visit, notify Forefront of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises. Forefront will observe all such health and safety rules and any other reasonable security requirements that you notify to Forefront and notify to the assessor on arrival at the site. If, by observing these rules and other requirements, Forefront is prevented from providing the Services, Forefront will not be in breach of the Contract and you will be required to pay in full for the Services. If the Proposal requires a visit to a third party's premises, you assure that you have a relationship with the third party that permits Forefront to attend the premises of the third party for the purposes of the Contract.

#### **6. Damages for failure to meet the number of audit days requested**

If you cancel agreed and booked audit dates or end this Contract prior to our being able to provide you with any of the Services, you fail to meet the number of audit days requested by you (and stated in the Proposal) in any one year, for any reason other than a Force Majeure.

#### **7. Term of Proposal**

If an initial assessment is not conducted within one year of the date of the Proposal due to any reason other than the fault of Forefront, this Contract shall terminate insofar as it relates to Assessment and Site visits, and you will need to reapply for such services, which may be at other rates to the ones quoted to you in the Proposal.

### **Part 3 Certificates and reports**

This Part is relevant for all Certificates and reports that Forefront may issue or produce pursuant to the Services.

#### **1. Certificates**

The contract does not give you an automatic right to a certificate. You will be awarded a certificate if the certification and ongoing continual assessments are successful,

Forefront's will take absolute and sole judgement acting independently and with total impartiality to your interests.

Forefront will make decisions on granting or refusing certification, expanding or reducing the scope of certification, suspending or restoring certification, withdrawing certification, if in its reasonable opinion:

- You do not meet, or fail to continue to meet, the relevant standard or statutory or regulatory requirements.
- If you fail to disclose any information to Forefront that may affect Forefront's decision to issue or continue the certificate; or
- You fail to comply with the continuing obligation to supply information; or
- Where the client is not meeting requirements and consistently lacking in meeting requirements for the effectiveness of the management system.
- The client does not meet the frequency requirements for surveillance or recertification audits to be conducted.
- Upon the request from the client
- Misuse of relevant certification marks.
- Contravention of the conditions under which certification was granted; Fail to pay any fees due to Forefront under the contract.

**Additionally:**

You must ensure the organisation is actively managing complaints received for your products/services including a timely resolution.

You must not use the certificate in a manner that may be misleading or that may bring Forefront into disrepute.

In the event the certificate is revoked, you must immediately return the certificate and the accompanying certification reports to Forefront and immediately destroy any copies and cease using or posting electronic versions of each.

Any such withdrawals of certification, you shall discontinue any use of advertising matter that contains a reference to certification.

Forefront will at all times remain the owner of a certificate. Forefront grants you a limited non-exclusive licence to display the certificate (and any accompanying Forefront logo or certification mark) at your premises or on your products (but only in so far as the scope of the certificate is relevant) for so long as the certificate remains valid. You must amend all advertising matter when the scope of certification has been reduced.

If you wish to change any details on a certificate, you will notify Forefront of the required changes. If, in the reasonable opinion of Forefront, such changes will not affect the validity of the certificate, Forefront may issue a revised certificate on the same terms and for the same period of validity as the replaced certificate. Forefront will charge you and you shall pay an administration fee to be determined by Forefront from time to time.

**2. Certification Reports**

Forefront will at all times remain the owner of a certification report. Forefront grants you a non-exclusive limited licence to use the certification report in support of the Certificate for so long as the accompanying Certificate remains valid. On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant Certificate, the certification report will be cancelled. If the Report is copied it must be copied in its entirety.

If a certification report is cancelled, you will immediately return the certification report to Forefront and immediately destroy any copies that you may have.

If you disclose a certification report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by Forefront at the time of its creation.

## **Part 4 General Provisions for all services**

### **1. Use of Marks**

On you being successfully issued with a certificate by Forefront, Forefront licenses you to use the Forefront logos on a non-exclusive, royalty-free basis. The licence is personal to you. You may not sub-licence the use of the Forefront logos to any third party. You may not tamper with or change the appearance of the Forefront logos. You may only display the Forefront logos in accordance with the instructions of Forefront.

If the Contract is terminated, a Certificate expires or is withdrawn or cancelled by Forefront, your licence to use the Forefront Logos shall immediately terminate. Further, Forefront may cancel a licence granted to you to use the Forefront logos at any time for any or no reason with immediate effect. Upon cancellation of the licence, you will immediately cease to use the Forefront logos and discontinue any reference to the Forefront logos in any materials.

Where a client's certification has been terminated with Forefront, the use of our marks must be removed from all material. If these marks are not removed, then the company will be reported to The Trading Standards and UKAS.

You must ensure when making reference to certification status in communication media such as the internet, brochures or advertising, or other documents; does not make or permit any misleading statement regarding certification.

You shall not make any reference to your management system certification to be used in such a way as to imply that Forefront certifies a product (including service) or process.

You must not imply that the certification applies to activities and sites that are outside the scope of certification.

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

Where marks are used there must be traceability back to the certification body. There shall be no ambiguity, in the mark or accompanying text, as to what has been certified and which certification body has granted the certification. This mark shall not be used on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity.

Where use of certification marks is on products or product packaging careful consideration will need to be given as the statement cannot imply that the product, process or service is certified by this means.

Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The statement shall in no way imply that the product, process or service is certified by this means. The statement shall include reference to:

- Identification (e.g., brand or name) of the certified client
- The management system in place (e.g., quality, environmental) and the applicable standard.

- The name of Forefront Certification Ltd as the certification body issuing the certificate

Additionally, marks shall not be applied to laboratory test, calibration or inspection reports or certificates.

## **2. Fees and Payment**

You will pay every invoice submitted to you by Forefront. The invoices for audit days will be required to be paid upfront once the days have been booked and confirmed by both sides.

The fees for the Services will be set out in the Proposal.

Forefront may increase its fees at any time by giving you notice. If we increase our fees and you do not accept the increase, you may terminate the Contract by notifying Forefront in writing not more than 45 days following the date of Forefront's notice to you regarding the fee increase. If you terminate, you will be liable for all fees and expenses up to the effective date of termination which shall be the date on which Forefront receives your notice to terminate. If you do not notify Forefront of your intention to terminate the Contract within 45 days following the date of Forefront's notice to you regarding the fee increase.

All amounts set out in the Proposal or payable by you under the Contract are exclusive of sales or value added tax or other tax that may be applicable at the time of invoice. If applicable, you will, on receipt of a valid tax invoice from Forefront, pay to Forefront such additional amounts in respect of tax as may be chargeable at the same time as payment is due for the supply of the Services.

## **3. Remedies, Waiver and Rights of Third Parties**

A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law governing the Contract.

A person who is not a party to this agreement shall not have any rights under or in connection with it.

## **4. Complaints & Appeals**

If you wish to appeal a decision made by Forefront, you must serve written notice of your intention to appeal within 21 days of receipt of the Forefront decision. Your notice must be addressed to the **Technical Director** at Forefront.

Once your notice of appeal has been received, the **Technical Director** at Forefront will notify you of the procedure under which your appeal will be heard. All appeals are heard by an independent appeals panel, established under the accreditation rules governing Forefront. The decision of Forefront will remain in force pending the decision of the appeals panel. A decision made pursuant to the appeals procedure shall be final and you and Forefront each agree to adhere to that decision.

## **5. Limitation of Forefront's Liability**

Forefront will not be liable to you for any loss of profit, loss of goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and the total liability of Forefront to you in respect of all other losses arising under or in connection with the Contract, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed an amount equal to the annual fees payable by you under the Contract in relation to the Services giving rise to the liability. This limitation of Forefront's liability will survive termination of the Contract.

#### **6. Force Majeure**

Save with respect to your obligation to pay all fees and expenses pursuant to Section 2 of Part 4 of this Contract, neither you nor Forefront will be in breach of the Contract if it is not reasonably possible to perform an obligation under the Contract due to circumstances beyond that party's reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of non-performance continues for eight weeks, the party not affected may terminate the Contract by giving 14 days' advance written notice to the other party.

#### **7. No Assignment**

Unless specifically permitted in any of the Appendices attached, the Contract is personal to the parties and neither party may assign, transfer, charge, mortgage, subcontract, or deal in any other manner with any or all of its rights and obligations under the Contract. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **8. Termination**

Either party may terminate the Contract at any time by giving the other party not less than 60 days' notice of its intention to end the Contract. In the event of termination of this Contract for any reason any annual management fee paid (if applicable to you) and the application fee are non-refundable.

Without prejudice to any rights that have accrued under the Contract, Forefront may terminate the Contract:

- a) with immediate effect if you fail to pay any amount under the Contract on the due date for payment and it remains unpaid 7 days after Forefront has notified you to make such payment; or
- b) if you breach any material obligation of the Contract and such breach remains unremedied, if such breach is capable of remedy, after thirty (30) days from the date of notification to you by Forefront of such breach, or immediately upon notice to you by Forefront if such breach is incapable of remedy; or
- c) with immediate effect if, in the reasonable opinion of Forefront, you act in such a manner that may bring the reputation of Forefront into disrepute; or
- d) with immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts; or you take any action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver; or someone takes action to attach or take possession of any of your assets; or you stop the business you were doing at the time of entering into the Contract; or you become insolvent or are wound up; or any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this paragraph.

All amounts payable by you to Forefront under the Contract will become due immediately upon termination of the Contract for whatever reason.

#### **9. Non-Disclosure of Confidential Information**

Confidential Information means all information of a confidential nature relating to your business that is disclosed to Forefront in connection with the services, but does not include information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by Forefront in breach of the Contract); or
- b) was known to Forefront before you disclosed it; or
- c) you have not treated as confidential or have agreed with Forefront is not confidential or may be disclosed.

Forefront will keep confidential Information confidential for a period of 6 years after it has received it and will not use or disclose it except:

- a) for the purpose of exercising or performing its rights and obligations under the contract; or
- b) to the extent required by law, or by any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.

In such cases you will be notified of the information provided unless prohibited by law. Forefront will not oppose any demand made by such entities.

Any request made via your business for disclosure of information for other parties will only be in writing by the authorised contact of your business provided to Forefront Certification Limited.

#### **10. Information requirements**

You must inform ForeFront Certification without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of a regulatory authority.

Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of a regulatory authority must be provided to ForeFront directly or gathered by the audit team during a special audit. This shall provide grounds for ForeFront to decide on the actions to be taken, including a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements.

#### **11. Changes to Standards**

All information relating to changes and updates to new standards can be found at [www.ffcert.com](http://www.ffcert.com) This is the address for clients to review all communication updates. Any additional questions that you may have where the information is not available at the above address can be directed to [info@ffcert.com](mailto:info@ffcert.com).

#### **12. Entire Agreement**

The Contract constitutes the entire agreement between you and Forefront and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering this Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

If there is an inconsistency between any of the provisions of the Contract and the provisions of any master services agreement, purchase Proposal, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this Contract will prevail.

No variation of or amendment to the Contract will be effective unless it is in writing and signed by an authorized representative of each party.



### **13. Severance**

If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **14. Notices**

A notice required to be given to a party under or in connection with the Contract must be in writing and sent to the party at its address on the Proposal. Unless expressly prohibited by the Proposal, notices may be sent by email.

### **15. Data Protection**

Personal information will only be processed if it is required by the company for legitimate business interests such as entering into contracts, processing payments, contractual obligations and complying with statutory and regulatory obligations.

The client acknowledges the requirement to provide ForeFront and its personnel contact information in order to provide services.

The client confirms they are in compliance with Data Protection Law prior to providing information including but not limited to obtaining prior consent of such persons to the provision of such information for this purpose.

### **16. Governing law and Jurisdiction**

The law of England governs the Contract and any disputes or claims arising out of it.

The English courts have exclusive jurisdiction to settle any dispute or claim that arises out of the Contract.

The Contract has been entered into on the date of your signature of the Proposal.

### **17. Use of Language**

The audit will be carried out in local language. Audit reports and non-conformities will be written in English.