

SF004 - Certification Agreement

Type:	Level 3	Author/Owner	Nick Johnn
Revision date:	26/04/2021	Approved by:	Mark Clayton

1. Introduction

This agreement defines the Aardvark Certification Limited's (ACL) terms and conditions relating to certification services. This agreement may be revised, updated and changed as per changes made to relevant certification/accreditation standards, or other reasons required through regulatory or scheme rule changes. ACL therefore reserves the right to amend this agreement as and when required provided ACL gives affected clients a minimum of a 30 day notice period. Within this agreement, reference to ACL means ACL staff and agents.

2. Enquiry & Quotation

Following your enquiry you will be requested to supply us with appropriate information. From this information you will be provided with a written quotation, specifying the audit duration and cost involved.

3. Application Review

To enable us to establish confidence that your product/s meet the certification requirements we require you to:

- Allow us full access to all work areas, personnel, records and documentation relevant to your application.
- Demonstrate compliance to the relevant scheme rules & requirements to our satisfaction.
- Nominate a management representative and advise us of this nomination.

4. Certification

Following a satisfactory audit and submission of an adequate corrective action response (where necessary) an independent review of the audit report will be conducted to support a decision to grant certification. As evidence of a successful grant you will receive a signed certificate, valid for 1 year (or in line with the relevant scheme requirements), detailing the scope of certified activities and location.

We may at any time refuse certification or revoke, suspend or terminate certification where, in our reasonable opinion, compliance with the scheme rules / requirements or this agreement has not been met.

5. Surveillance and Re-assessment

It is a condition of this agreement that you advise us in writing, if at any time you no longer comply with this agreement or the specified management standard, or make significant changes to your management system. You should advise your designated auditor.

It is an additional requirement that you shall advise us in writing of any changes to:

- The legal, commercial organisational status or ownership.
- Organisational and management (key managerial, decision-making or technical staff).
- Contact address and site/s
- Scope of operations under the certified management system

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- Modifications to the product or the production method
- Major changes to the management system processes.
- If you believe you are failing to comply with the appropriate scheme rules & regulations.
- If you become aware of any errors or inaccuracies in the data supplied to us.

We shall make regular visits to your premises to ascertain the continuing effectiveness of your management system. The duration and frequency shall be at the reasonable discretion of ACL.

Prior to the expiry of your certificate we will undertake a renewal audit visit. This visit shall include a review of the previous visit reports, conducted within the certification cycle. In some cases this may require a slightly extended visit, in order to assess fully suitability for renewal of your certificate.

Please also refer to specific Additional Scheme requirements where applicable.

6. Publicity and Promotion

In order to maintain the integrity of our service, you agree not to make any misleading statements concerning your application or certification to any third party and will use your best endeavours to ensure that no-one connected with you gives misleading information.

7. Confidentiality

ACL, its staff and agents shall keep confidential all information relating to your business and shall not disclose that information to any third party other than as required under the certification scheme rules. ACL staff and agents have signed individual confidentiality undertakings and will only receive confidential information on a need to know basis. This confidentiality undertaking shall continue for a period of not less than 10 years after termination of this agreement. You shall keep confidential all information relating to the commercial and intellectual property of ACL and shall not disclose this to any third party. This shall include but is not limited to verification proposals and quotations, verification reports, verification guidance information prepared by ACL. These restrictions shall not apply to any information in the public domain, or which ACL is required by law or relevant accreditation bodies to disclose.

ACL may from time to time require an audit to be observed by a 3rd party for internal purposes such as training or accreditation purposes. You are required to allow access to any 3rd party observers indicated by ACL. You will be made aware of an audit being an observed audit prior to the audit and all information shared with ACL and the 3rd party will be kept confidential.

8. Fees and Charges

All fees and charges will be as per quotation. You shall undertake to pay the fees invoiced. In the absence of any contrary written agreement all fees shall be paid by the end of the first month following the month of the invoice, prior to certificate issue as appropriate or as described within a written quotation.

Where a scheduled visit is booked in advance, any subsequent change or cancellation requested by you, with less than 14 days' notice, may be subject to a discretionary charge up to the full cost of the

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visit. Where a scheduled visit is booked in advance and involves the prepayment of airfares, hotels etc, any subsequent change or cancellation requested by you may be subject to the full cost of these prepayments, regardless of notice provided.

9. Ownership of Compost Certification Scheme & Biofertiliser Certification Scheme

The certificate and the right to use the Compost Certification Scheme mark of conformity and/or the Biofertiliser Certification Scheme mark of conformity shall remain the property of Aardvark Certification Limited and you agree not to assign, charge, licence, transfer or otherwise deal with it in any way. In addition, REAL have documented guidance on the use of their certification marks and this is available on request to contactus@aardvarkcertification.com.

10. Compliance with the scheme

Certification requirements under the scheme include:

- You must always fulfil the certification requirements, including implementing appropriate changes when they are communicated by ACL;
- Where certification applies to ongoing production, the certified product continues to fulfil the product requirements
- You will make all necessary arrangements for
 - The conduct of the evaluation and surveillance (if required), including provisions for examining documentation and records, and access to the relevant equipment, locations (s), area(s), personnel, and your subcontractors;
 - Investigation of complaints;
 - The participation of observers, if applicable;
- You will make claims regarding certification consistent with the scope of certification;
- You will not use product certification in such a manner as to bring ACL into disrepute and will not make any statement regarding product certification that ACL may consider misleading or unauthorised;
- Upon suspension, or withdrawal, or termination of certification, you will discontinue use of all advertising matter that contain any reference thereto and takes action as required by ACL and takes any other required measure;
- If you provide copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme
- In making reference to product certification in communication media such as documents, brochures or advertising, you will comply with the requirements of ACL or as specified under the scheme rules.
- You will comply with any requirements that may be prescribed within the scheme rules relating to the use of marks of conformity, an on information related to the product;
- You will keep a record of all complaints made known to you relating to compliance with certification requirements and make these records available to ACL when requested, and

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- Take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements of certification;
- Document the actions taken
- You will inform ACL, without delay, of changes that may affect your ability to confirm with the certification requirements.

11. Use of licence, certification and marks of conformity

ACL shall exercise the control as specified by the certification scheme over ownership, use and display of licences, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.

Incorrect references to the certification scheme, or misleading use of licences, certificates, marks of conformity or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action.

12. Force Majeure

ACL and you will be released from the obligations of this agreement if any event beyond the control of both of us shall make performance of this agreement impossible.

13. Safety

You are responsible for ensuring that when we visit your site we have adequate protective equipment for the working environment to be assessed. Where specialist training is required this shall be disclosed to us at the outset. Please raise these issues with your designated contact in advance of a visit.

14. Limitation of Liability

Except for liability for death or personal injury directly resulting from ACL acts or omissions, our liability in respect of any single event or series of events for breach of our obligations in this Agreement shall be strictly limited to the amounts paid by you to ACL in the 12 months preceding the date of the event or events giving rise to the loss.

15. Insurance

We reserve the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage for the purpose of meeting any third party liability.

16. Appeals

If you have an appeal relating to a certification decision made by us this should be addressed in writing to the Director outlining the grounds for reconsideration. The appeal will be investigated by the Director. The investigation will be conducted in consultation with Aardvark Certification Limited's Impartiality Committee. If the appeal cannot be resolved (i.e. if the appellant is not satisfied with the appeal decision), then the appeal may be referred to Renewable Energy Assurance Limited (REAL), the scheme owners.

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17. Complaints

If you have cause to complain (and where a response is expected) about the provision of our service, other than for purposes of an "appeal" the complaint should be made to the Director.

If we receive a complaint about your organisation from a Regulator, within the scope of your contract, which proves on investigation to be well founded, we will require immediate action within a specified time. Failure to take adequate action may lead to punitive action from the regulator (including potential fines and forfeit of allowances). A special visit may also be required to resolve the issue, which shall be charged to you as per the Fee Schedule for the relevant scheme.

18. Law

English law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales. For work in the USA, then New York law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the relevant courts.

19. Termination

We reserve the right to terminate this Agreement without cause by giving you 90 days' notice in writing. You may also terminate this agreement by giving us 90 days' notice in writing but any remaining verification fees (for the year during which the termination notice was served) will become due for payment prior to termination. Upon termination you must remove all references to ACL verification.

Either party may terminate the Agreement without notice if the other party is unable to pay its debts or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other party.

20. Additional Scheme requirements Product Conformity

It is a requirement of all Product Conformity schemes that you advise us in writing of any product failures against the certified standard, that have been released for sale, as conforming to that standard. We reserve the right to terminate this agreement if you fail to notify us of such a failure or act in a way to bring your certification into disrepute. Such failure shall be investigated and may result in additional independent re-testing, at your cost. It is an additional requirement of all Product Conformity schemes that you advise us in writing if you stop or suspend manufacture of a product that holds a product conformity certificate, for more than 12 months. We reserve the right to suspend or withdraw the respective product certification licence. Additional fees and charges for testing and administration are applicable to product conformity.

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