

Terms and Conditions – v4

Document Guidance

- OACI Ltd. reserves the right to change these Terms and Conditions. Due notice will be given for any changes to certification requirements.
- Terminology:
 - OMNI Assured Certification International (OACI) shall be referred to as “the Certification Body” for the purposes of this document.
 - All customers of the Certification Body shall be referred to as “Customer Organisations” for the purposes of this document.

Scope

- This document applies to Customer Organisations involved in certification to all standards delivered by the Certification Body.
- These terms & conditions form an agreement between the Certification Body and its Customer Organisations. The Certification Body conducts audits and certification of documented management systems against Internationally Recognised Standards.
- Customer Organisations certified by the Certification Body are required to comply with the specifications of these terms and conditions for the duration of their certification.
- The certification service is available to all applicants regardless of the size, location and/or membership of any group/association etc.
- The Certification Body will give due notices to all certified customers of any changes to our requirements for certification. A period of adjustment will be defined. All changes will be verified by the Certification Body.

Background

- The Scope of Accreditation issued by the Accreditation Body acknowledges that the Certification Body has the knowledge and skills to manage audits in specific schemes, sectors and technical areas. Details of these applicable schemes, sectors and technical areas are available upon request, and directly from the Accreditation Body website. If a customer sector is outside of the Certification Body’s current scope, the customer will be made aware of this at the application review stage and an unaccredited certificate will be offered for issue.

Sampling

- All audits are based on a sampling methodology and based on sample evidence viewed by the auditor. Therefore, certification does not guarantee that products, services or operating activities meet specified requirements, nor does certification imply a view on the specification of a product or a service, or compliance with any legal requirement, code of practice, regulation or environmental performance consideration. The Certification Body therefore cannot and does not guarantee a good product or service provided by the certified customer or any operating compliance.

Customer Organisation’s Required Compliance

- The customer must always fulfil the certification requirements including implementing changes when they are communicated by the certification body.
- Where certification applies to ongoing production activities, the customer organisation is required to continually fulfil the product requirements.
- The customer is required to make all necessary arrangements for the facilitation of all required audits, including provision for the review of documentation and records, access to the relevant equipment, locations, areas, personnel and customer organisation’s sub-contractors.
- The customer organisation shall fully investigate and record all complaints.
- The customer organisation shall make all necessary arrangements for the attendance of observers. Where Witnessed Audits are required by the Accreditation Body, the customer organisation must make every effort to accommodate the witnessing activities. When customer organisations fail to comply with the witnessing requirements they must document why and if the certification body and/or the accreditation body are not satisfied with the response the customer organisation could have their certification withdrawn.
- All references by the customer organisation in relation to their certification must be in line with the Brand Guidance and not mislead or misrepresent the scope of the customer organisation’s certification.
- The customer organisation must not use their certification in any way that may bring the certification body or accreditation body into disrepute.
- The customer organisation must comply with the terms relating to the suspension or withdrawal of certification.
- The customer must comply with the certification body’s brand guidance.
- The customer organisation must inform the certification body of any changes to the organisation which may affect its compliance with the requirements of certification without delay.

Confidentiality and Personnel

- The Certification Body will treat all aspects of the audit as ‘commercial in confidence’ and any information/evidence outside of the public domain that is gained during the audit will be used for purposes of certification only. The auditor, or any other participant in the audit process, agrees to treat all information as secret and confidential. Not at any time or for any reason, shall the auditor or any other participant disclose or permit to be disclosed any information reviewed or seen during the auditing process other than for internal verification purposes in the certification process or for external verification purposes by the Accreditation Body.
- The Certification Body will provide suitably qualified personnel for audit work. Sub-contracted auditors are selected and monitored in line with the Certification Body’s competence criteria, which conforms with relevant international standards such as ISO/IEC 17021-1:2015, ISO/IEC 17021-2:2012, ISO/IEC 17021-3:2013 and ISO 17065:2012. All sub-contract auditors are required to sign contracts which contain confidentiality agreements requiring them to strictly treat all information outside of the public domain as ‘commercial in confidence’ (as above).
- The Certification Body, nor its agents and/or subcontractors will use and/or disclose any confidential information to a third party without the written consent of the Customer Organisation(s) or individual(s) concerned, save for fulfilling its obligations under the contract(s) or in circumstances where:
 - It is required to do so by any governmental, local government or regulatory authority or by law (but only to the extent it is strictly required to do so)
 - It is necessary for obtaining professional advice in relation to the contract(s);
 - It was already known to the Customer Organisation(s) or individual(s) prior to the time of disclosure by the Customer Organisation or individual (where the Certification Body can prove the same with documentary evidence); or
 - It is information which subsequently becomes public knowledge other than by breach of the contract(s) by the recipient.
- The Certification Body may provide non-confidential information on the results of specific audits to specific interested parties where requested.

- The Certification Body and/or the Accreditation Body may be required to accompany auditors on audits to evaluate consistency and quality of practice within the Certification Body. Trainee auditors and staff may also periodically shadow/observe the lead auditor(s) for training and quality purposes, as part of their professional development. The customer will be informed prior to the audit that the auditor will be accompanied by any of the above. Any personnel in attendance will be subject to the Certification Body's confidentiality agreements prior to attending the audit and their presence will have no impact on the duration, cost or outcome of the effected audit. Customer Organisations will be notified in advance of the audit of the details of the audit team attending via a reminder notification sent ahead of the visit by the Certification Body. The Customer Organisation has the right to request additional information on the attending audit team and can request a change of the auditor(s) allocated to conduct their audit(s).

Application for Audit

- On receiving an initial enquiry and completed application form, the Certification Body will review this information and issue a quotation detailing certification and audit costs and durations based on the applicable required Time Allocation Guidance. This must be formally accepted by Customer Organisations prior to commencing certification activities via signing of the formal quotation acceptance. The audit-days allocated to the audit will be based on the information submitted on the application form. Hence, in submitting any application form to the Certification Body, the Customer Organisation confirms that the information contained within the application form is correct and that the submission is made by an authorised representative of the Customer Organisation. Failure by the applicant to provide accurate details in applying may lead to the delays to the certification process and additional costs. The application must be submitted fully completed by an authorised person before any assessment activity can take place.

Audit Process

- To undergo any audit activity, Customer Organisations must have a documented system, which conforms to the applicable standard being audited and other relevant normative documents. The system must have been tested and be operational against the requirements of the applied for standard(s) and scope before any decision-making audit can be undertaken. Where scheduled Internal Audit and Management Review are required by the applicable standard(s); prior to an audit by the Certification Body the system shall have undergone a full scheduled Internal Audit and Management Review to ensure completeness and readiness for certification auditing. The following Process Shall be followed:
- Allocation of Audit Team:
 - Upon receiving the signed quotation acceptance documentation, the Certification Body will allocate a competent audit team to conduct the audit. The lead auditor assigned will contact the Customer Organisation, introducing themselves and agreeing dates and confirming arrangements for the audit, in line with the Certification Body's procedures.
- Audit:
 - More information on the audit process can be found in the specific Audit Process Guides for each of the standard(s) offered for auditing and certification by the Certification Body.
 - All audits are conducted in accordance with the Certification Body's requirements, procedures and processes.
- Audit Documentation and Recommendation:
 - An audit report, along with all other relevant documentation is completed and the lead auditor makes a recommendation to the Customer Organisation and the Certification Body on the conformity of the system in relation to the audit conducted. The report includes feedback on the audit, including positive findings, non-conformities and opportunities for improvement raised.
 - The Customer Organisation is required to address any non-conformities raised within timescales defined in the report by the lead auditor.
 - Certification is not recommended where a 'major' non-conformity is identified. In this event, an additional visit may be required. Arrangements for this, including any additional costs, will be agreed with the Customer Organisation in advance of the re-visit.

Certification

- Granting and Issuing of Certification:
 - If there are no non-conformities raised, the audit report and all supporting documentation will be submitted to the Certification Body and the Technical Review Process shall be applied. On receiving verification of Documentation, Findings and Recommendations from the Technical Reviewer, the Certification Body issues a Signed Certificate.
 - The issued certificate shall detail the Scope of Registration, a unique Certificate Number, and the relevant Certification/Registration Marks. This is typically sent out within 30 days of the completion of the initial audit(s), providing there are no issues raised.
 - The Customer Organisation will be kept fully updated and aware if there are any delays or any further information is required to grant certification.
 - All Certificates issued remain the property of the Certification Body and are valid for three years providing the Customer Organisation maintains the management system and undergoes all required surveillance audit activities on at least an annual basis, as highlighted and communicated in the initial quotation. A re-certification audit is also conducted as per the quotation prior to the expiry date of the certificate.
- Maintenance and Renewal of Certification:
 - The Certification Body will formally contact you three months prior to your next scheduled assessment.
 - The Certification Body should be informed in writing of any relevant significant changes to the Customer Organisation (including changes in legal status, ownership, scope, processes, structure, personnel or other significant changes) which may affect certification and the duration of any planned audit activities.
 - Surveillance audits will be conducted at six or twelve-monthly intervals, dependent on several factors including level of risk, complexity, the nature and scale of operations, previous audit findings and the size and nature of the Customer Organisation's operations.
 - Re-certification audit, as referred to under certification, will be conducted every three years. The re-certification audit shall take place three months prior to the expiration of the current certificate to allow close out of any non-conformities raised by the auditor, and to allow sufficient time for the Technical Review process to take place prior to expiration.
 - If major non-conformances are identified during surveillance or re-certification audits, an additional visit may need to be arranged. This, and any applicable additional costs, will be discussed and agreed with the Customer Organisation in advance of the Certification Body sending an audit team for the revisit.
 - When there are instances of nonconformity or lack of evidence of conformity, time limits are defined for the corrective action to be implemented. Where there are extenuating circumstances e.g. lead times on equipment or availability of training courses, a budgeted plan to implement corrective action is acceptable, and will not prevent re-certification. Re-certification will not be granted where there is evidence of nonconformity with relevant/applicable legislation.
- Suspension or Withdrawal and Subsequent Restoring of Certification
 - The Certificate may be withdrawn or suspended for any of the following reasons:
 - Suspension due to:
 - Breach of any of these Terms & Conditions of Registration.

- Failure to apply corrective action to address non-conformities raised during audits.
- Continued logo misuse.
- Failure to settle any outstanding invoice within the required invoicing terms of the Certification Body.
- Withdrawal due to:
 - Failure to respond to reasonable requests made by the Certification Body, following suspension of certification.
 - Failure to settle any outstanding invoice within the required invoicing terms of the Certification Body.
 - Failure to provide copies of documentation required by the auditor(s) to undertake any of their required certification audits.
- In the event of withdrawal or suspension of certification the Customer Organisation shall discontinue the use of all advertising, internet and brochures that contain reference to certification. They shall return all certification documentation to the Certification Body. The Certification Body will make public to all interested parties the status of the Customer Organisation's certification.
- Once evidence has been reviewed of correction for any of the above breaches certification may be restored.
- Once certification has been suspended, a reinstatement charge will be payable in addition to any outstanding charges. Customer Organisations shall be informed of any costs prior to deciding to restore the certification.
- Expanding or Reducing the Scope of Certification
 - The Customer Organisation should write to the Certification Body to apply for an extension or amendment to their approved scope of registration. Adequate time will be allowed prior to re-certification or surveillance to enable the Certification Body to properly plan and resource the audit.
 - Audits to verify that the Standard/Mark is still met will be carried in those areas not previously audited. Any costs will be discussed and agreed in advance with the Customer Organisation. A cost may also be applied for the amendment and re-issue of any certificate(s).
 - Extension to scope will not be granted if a communication has not been sent to the Certification Body. If you require the extension to scope to take place during your next audit, you must notify the Certification Body a minimum of 2 months prior to your audit date. Auditors are unable to progress extensions to scope without authorisation from the Certification Body's Head Office.

Certificate Misuse

- The Certification Body will take all reasonable precautions to ensure that there is no misuse of their certificate in Customer Organisation advertising, etc. The Customer Organisation must only use the Certification Marks as appropriate to their assessed scope of registration. Customer Organisations will not use its certification in any manner or make any statement as to bring the standard, the Certification Body or the Accreditation Body into disrepute.

Use of Logos

- Logos must be used in line with the terms set out in the Certification Body's Brand Guide, which is available on our website and on request.
- Certification/Registration Marks may be subject to change. If this occurs, a reasonable transition period will be allowed during which the superseded Mark may be phased out and replaced as appropriate.

Publicity

- Once a Certificate has been issued, Customer Organisations have the right to publicise their certification. Appropriate logos may be used as permitted within the Brand Guide. Any reference to the Certification Body or the Customer Organisation's certification must be appropriate and where doubt exists, the advice of the Certification Body should be sought. The text must not contain any claims that are misleading or outside of the scope of the applicable certification. Where the certification scope has been amended or reduced, any statements or public information must be amended to reflect the most up-to-date version of the scope of certification.

Transfer of Certification

(Requirements for customers transferring certification from another certification body)

- Transferring of certification is free of charge. If your current certification provider is not an Accredited certification body (INAB, UKAS or similar), the audit will be conducted as an initial assessment and the date on the certificate issued to you by the Certification Body will not precede the date that the certification decision was made following our technical review. The Customer Organisation will be required to inform their current certification provider of the transfer prior to making the transfer arrangements with the Certification Body. The Certification Body require a copy of your latest certificate and a copy of your previous audit reports and all relevant supporting documentation dating back to your last recertification decision audit to process and approve your transfer.
- If there are any outstanding non-conformances from your previous certification body, an audit of these will be required before the transfer of a certificate can be completed. The costs of this will be agreed in advance.

Appeals

- If for any reason the Customer Organisation does not agree with the lead auditor's recommendation (e.g. suspension/withdrawal of a certificate) after initial, surveillance or re-certification, they may appeal by contacting the Certification Body Head Office.
- All appeals will be presented to the Impartiality Committee of the Certification Body. The Committee will examine evidence from the Customer Organisation and the lead auditor involved.
- The case decision will be made and formally communicated by the Chairman of the Impartiality Committee or on their behalf by a director of the Certification Body. This decision is final and should be accepted by all parties involved.

Complaints

- If a Customer Organisation has a complaint, it should be addressed to the directors of the Certification Body. Where the complaint involves a Director, it should be addressed to the Impartiality Committee of the Certification Body (details of which can be obtained directly from the Certification Body upon request).
- The complaint will then be reviewed and investigated. Evidence will be examined from the complainant. Any decision made, or action taken, will be formally communicated by either a director or the Chairman of the Impartiality Committee. Such decisions are final and should be accepted by all parties involved.

Fees

- Fees for audits and certification work should be agreed in advance between the Certification Body and the Customer Organisation in advance of any chargeable activity.
- The Certification Body will invoice the customer in advance of the audit taking place. Settlement shall be made in full prior to the audit taking place.
- Prices may be increased periodically in line with price reviews and Customer Organisations shall receive a formal notification from the Certification Body detailing the cost of all chargeable activities. Any issues or queries with the cost must be raised prior to the Certification Body commencing the chargeable activities. All costs shall be agreed with the Customer Organisation prior to work being conducted.

Travel Expenses

- Travel expenses may be applicable dependant on the customer's location, number of sites and local auditor availability as per the issued quotation. Any expenses to be incurred will be agreed between the auditor and the customer prior to any travel taking place.
 - Mileage will be calculated at €0.5 or £0.45 per mile depending on location and applicable currency.
 - Any overnight expenses and all other applicable expenses will be charged at cost.
- These costs will be included in the final invoice. Wherever possible we will seek to charge a fixed fee inclusive of travel costs. This will be highlighted at the quotation stage.

Terms of Payment

- Payment of Invoices
 - Payment for audit and certification services is requested at least 30 days prior to arranged assessment date. Late payment of invoices will delay audit activity and may result in cancellation of existing certificates.
- Cancellation:
 - If an audit is cancelled by the customer within 1 month of the agreed visit date(s), the Certification Body reserves the right to claim the associated audit costs quoted to the Customer Organisation.
- VAT:
 - All quotes and estimated costs for all services will be plus VAT. Customers who are VAT registered outside of Ireland but within the EU must provide their VAT registration number to the Certification Body before any work takes place. If this is not received, then VAT will be added to their invoice.
- Additional Visit(s):
 - A fee which is proportionate to the additional work required should be agreed by both the Certification Body and Customer Organisation in advance. (An additional visit may be required when a site visit identifies either a major issue to be addressed, or information, which differs from that contained in the initial application, not exclusively including but potentially relating to the scope of operation, number of sites or number of employees).

Liability

- Audits undertaken on behalf of the Certification Body address only a sample of the Customer Organisation's management system. Findings reported do not imply that the non-conformities raised are the only ones which exist. Any action taken by the Customer Organisation because of audit work undertaken on behalf of the Certification Body remains the responsibility of the Customer Organisation. The Certification Body, nor its auditors, shall ever mandate or prescribe actions to be taken to address findings or potential findings raised during certification activities.

Information Displayed in the Public Domain

- Information regarding customers registered with the Certification Body may be made available on our website and would therefore be available to the public. Information displayed may include company name, certification number, scope of certification and location.

Information Technology Systems

- The auditor(s) may complete electronic reports on site and may require the use of a computer and/or printer in order to leave a copy of the audit documentation with the Customer Organisation's representative(s). All audit personnel are required to keep their personal IT systems virus free, but should a problem arise, the Certification Body cannot accept responsibility for any corruption of IT systems. The Customer Organisation has the right to refuse access to their IT Systems.

Indemnity

- The Customer Organisation will indemnify the Certification Body against any claims or losses suffered by the Certification Body due to misuse of any certification awarded.

Data Protection Statement

- All information gathered by the Certification Body in the delivery of its services is processed in accordance with the Data Protection Act 2018. The information provided to us, or our sub-contractors, will be used in the delivery of services to Customer Organisations, in meeting legal and contractual obligations. Any personal information we collect is stored securely until a time when it is no longer required or has no use. In providing information when you sign up to our services and during provision of the services to you and by accepting the provision of our services, you give specific and informed consent for the Certification Body to use such data as described in the delivery of our services. Data held by the Certification Body will not be transferred outside the European Economic Area. You have the right to request a copy of any personal information we hold about you; if you would like a copy of some or all of your information and/or you would like any inaccuracies in the information we hold to be rectified, please write to the Certification Body Head Office. If you wish to withdraw your consent to ancillary use of your personal information or limit such use of the information, you can "opt out" free of charge at any time by contacting the Certification Body in writing, by phone or email. If during signing up to our services or during provision of the services you provide personal information relating to another employee of your business, you warrant that person has authorised you to provide such information and is aware of the contents of this paragraph.

General Data Protection Regulations 2018 (GDPR)

- As part of engaging with the Certification Body and in line with the above European legislation, customers will be asked if they wish to opt in or out of receiving direct marketing communications.

Impartiality

- The Certification Body provides an objective and fair audit and certification process. Impartiality is at the core of the operations ethos. The Certification Body has put in place procedures, practices and policies to safeguard the impartiality of its activities. The Certification Body strives to deliver audit and certification services which provide the market place with confidence, while maintaining the professionalism and credibility of both the Certification Body and the Accreditation Body.
- The Certification Body's full impartiality policy is available on the OACI website. If you are unable to access this for any reason a copy can be requested from the Certification Body Head Office.
- There are no restrictions on eligibility.
- Applicants are required to notify the Certification Body of any conflicts of interest they identify e.g. the allocated assessor has carried out consultancy for the customer within the last two years, or has any sort of existing or previous personal or professional relationship with any member of the organisation.
- Conflict of Interest:
 - A conflict of interest is any circumstance where the interest of the Certification Body differs from those of an individual acting on its behalf. This may be in the form of an associate performing audit activities for an entity they have a close business or personal relationship with. This kind of scenario must be eradicated to avoid any influence of the auditor's judgement and lack of impartiality.
 - We recognise the following scenarios as a conflict of interest:
 - An individual auditing a system they have implemented or provided consultancy support for;
 - Auditing the system of a family member or friend;
 - Accepting, directly or indirectly, any kind of personal advantage offered by a Customer Organisation or individual to be audited.
 - All customers are responsible and must inform the Certification Body Head Office immediately should any threat or potential threat to impartiality or a conflict of interest be identified.

Other Services

- The Certification Body reserves the right to approach Organisations/Firms about other services that they provide.

Terms and Conditions

- For UK: These terms and conditions form a legally binding contract. Any validity and performance of the contract shall be governed in all respects by English Law; regarding any disputes between the parties relating to or connected with the audit contract; both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in England.
- For Ireland: These terms and conditions form a legally binding contract. Any validity and performance of the contract shall be governed in all respects by Irish Law; in connection with any disputes between the parties relating to or connected with the audit contract' both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in Ireland.
- Any dispute resulting in legal action will be treated under local legislation in the Republic of Ireland and dealt with in Irish courts.

End of Document