

ALTUS CERTIFICATION TERMS AND CONDITIONS



1 Introduction

These terms and conditions have been written in accordance with the requirements of the accreditation bodies, under whose approval **ALTUS CERTIFICATION** currently operate. **ALTUS CERTIFICATION** complies with all terms and conditions applicable to the accreditation bodies' requirements and the standards for which it offers certification

2 Scope

ALTUS CERTIFICATION provides independent assessment audits and registration of management systems operated by applicants/clients against the requirements of all internationally recognised certification standards that **ALTUS CERTIFICATION** offer

3 Confidentiality

ALTUS CERTIFICATION is responsible for ensuring that secrecy and confidentiality is maintained by its employees and its agents, at all levels of its organisation, concerning confidential information with which they may be acquainted with during the course of an applicant/client certification

Where information is required to be disclosed to a third party, either by law or in maintenance of certification (e.g. accreditation bodies), the applicant/client shall be informed of the information provided, as permitted by the law

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential, or could reasonably be regarded as confidential, and shall not disclose such information to any person other than its employees, agents or sub-contractors (where such disclosure is required).

This clause shall not extend to information which was already in the lawful possession of a party before entering into the proposal/contract agreement, or which is already public knowledge, or becomes so subsequently (other than as a result of a breach of this clause), or which is trivial or obvious.

The obligations of confidentiality under this clause shall continue after the end of the proposal/contract agreement

4 Organisation

A copy of the **ALTUS CERTIFICATION** organisation chart, showing the reporting structure of the organisation, is available upon request

5 General Conditions

The basic conditions for acquiring and retaining certification with **ALTUS CERTIFICATION** are that the applicant/client agrees to, and complies with, the following rules:

- All information deemed necessary by **ALTUS CERTIFICATION**, to complete the relevant audit program, shall be made available by the applicant/client. This includes the name and contact details for the nominated management representative, who has authority and responsibility for maintaining the applicant/client management system. The nominated management representative shall be required to maintain contact with **ALTUS CERTIFICATION** and any changes to this nominated management representative must be formally confirmed to **ALTUS CERTIFICATION** in writing
- **ALTUS CERTIFICATION**, if not satisfied that all the requirements for certification are being met, shall inform the applicant/client of those aspects in which the applicant/client has failed to satisfy the requirements
- When the applicant/client can show that corrective action has been taken, within a specified time limit, to meet all the requirements, **ALTUS CERTIFICATION** shall arrange to repeat only the necessary parts of the audit that cannot be verified by a submission of documentary evidence
- If the applicant/client fails to take corrective action within the specified time limit, it may be necessary for **ALTUS CERTIFICATION**, at extra cost to the applicant/client, to repeat the audit in full
- Identification of conformity shall refer only to the site or sites audited and shall apply to the worded scope appearing on the certificate
- Fees must be paid within the timescales stated on the proposal/contract. Registration certificates will not be issued, following initial and re-audits, until fees have been paid in full. Additionally, registration may be suspended or withdrawn if surveillance fees are not paid in full

- For an applicant/client to demonstrate effective management reviews and internal audits, these activities shall be carried at least once per year by the applicant/client
- Failure to return original registration certificates, as described within these terms and conditions, may result in legal action being taken against the certified client
- A certified client must allow **ALTUS CERTIFICATION** to conduct on-going surveillance audits, in line with the planned arrangements stated in the proposal/contract
- **ALTUS CERTIFICATION** shall reserve the right to make unannounced visits as required
- All applicants/clients certified by **ALTUS CERTIFICATION** shall maintain a register recording all customer complaints, relating to the activities covered by the worded scope of operations on the certificate, and make this available to **ALTUS CERTIFICATION** upon request
- A certified applicant/client must only use the certification marks in accordance with the **ALTUS CERTIFICATION** registration mark guidance document
- **ALTUS CERTIFICATION** applicants/clients shall, upon request of an accreditation body, accept the presence of the accreditation body attending an audit conducted by **ALTUS CERTIFICATION**. This shall be only to allow the accreditation body to review the activities and conduct of the **ALTUS CERTIFICATION** audit team. The presence of an accreditation body shall in no way affect the certification decision making processes of **ALTUS CERTIFICATION**
- Applicants/clients shall inform **ALTUS CERTIFICATION**, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority. Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority, provided by the applicant/client or directly gathered by the audit team during a special audit, shall provide grounds for **ALTUS CERTIFICATION** 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 certification requirements
- Any applicant/client failing to demonstrate their initial or ongoing commitment to legal compliance, shall not be certified, or continued to be certified, as meeting the requirements of a management system standard

The **ALTUS CERTIFICATION** accredited office is responsible for, and will retain authority for, any decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification

6 Application for Certification

Upon receipt of the completed application form from the applicant/client, a proposal/contract (outlining the scope of audit and breakdown of the costs involved) will be submitted to the applicant/client. Once the agreed proposal/contract, signed by the relevant senior management representative of the applicant/client has been received by **ALTUS CERTIFICATION**, the project will be allocated to a senior member of the **ALTUS CERTIFICATION** audit staff. This person will be responsible for ensuring that the audit is carried out in accordance with **ALTUS CERTIFICATION** procedures

7 Multisite Application for Certification

To be considered for a multisite certification:

- The applicant/client shall have a single management system
- The applicant/client shall identify its central function. The central function is part of the applicant/client and shall not be subcontracted to an external organisation
- The central function is where operational control and authority from the top management of the applicant/client is exerted over every site. There is no requirement for the central function to be located within a single site
- The applicant's/client's central function shall have organisational authority to define, establish and maintain the single management system
- The applicant's/client's single management system shall be subject to a centralised management review
- All sites of the applicant/client shall be subject to the company's internal audit programme
- The central function of the applicant/client shall be responsible for ensuring that data is collected and analysed from all sites and shall be able to demonstrate its authority and ability to initiate organisational change as required in regard, but not limited, to the following:
 - System documentation and system changes

- Management review
- Complaints
- Evaluation of corrective actions
- Internal audit planning and evaluation of the results
- Statutory and regulatory requirements pertaining to the applicable standard

8 Refusing an Application

ALTUS CERTIFICATION shall not accept applications for the certification of any organisations who report directly to a person or group who also have any type of operational responsibility for **ALTUS CERTIFICATION**

In line with the **ALTUS CERTIFICATION** ethical policy; **ALTUS CERTIFICATION** will never knowingly undertake assignments with organisations that practice or condone the use of torture, or other forms of human deprivation and rights abuse; organisations involved in any form of animal experimentation or cruelty; organisations who deliberately and relentlessly cause damage to the environment

9 Stage 1 & Stage 2 Audits

All audits are based on sampling within a management system and are therefore not a guarantee of 100% conformity with standard requirements.

The initial audit of the applicant/client management system shall be carried out in two stages:

- Stage 1 (on-site, where applicable) – this is an audit to determine the state of readiness of the applicant's/client's documented management system, against the criteria of the nominated standard, and includes a review of the management system. A report shall be produced, identifying any areas requiring attention prior to a stage 2 conformity audit
- Stage 2 (on-site) – this is a conformity audit of the applicant's/client's management system, to ensure the practical system in operation complies with the documented management system and with all elements of the nominated standard. A report shall be produced, identifying any areas requiring corrective actions prior to the issue of a certificate of registration

All records produced for the implementation and operation of the appropriate management system shall be readily available for inspection by the auditor

10 Certification

When the responsible certificate decision maker of **ALTUS CERTIFICATION** has reviewed the audit reports and is confident that the applicant/client meets the requirements of the nominated standard requirements, the applicant/client shall be informed and a registration certificate (which shall remain the property **ALTUS CERTIFICATION**) shall be issued to the applicant/client. The certification period shall be for three years, less one day, from the date of commencement of the stage 2 audit, or three years from the date of the previous certificate expiry, in the case of re-certifications

11 Surveillance Audits

Surveillance audits must be conducted at least annually, and no later than 12 months after the previous audit. Surveillance audits shall cover aspects of the client's management system, at the discretion of the nominated auditor. A report shall be produced, identifying any areas requiring corrective actions. Surveillances that are three months or longer overdue may result in the client's registration becoming suspended

12 Renewal of Registration

ALTUS CERTIFICATION registered client's will be subject to re-audit at the end of every three-year cycle. Three months prior to the re-audit date, a new proposal/contract will be raised covering the new three-year cycle.

If the certification decision date, made by the **ALTUS CERTIFICATION** accredited office, is after the expiry of the existing certificate then the validity will last for the same three years from the previous expiry. Re-audits performed more than six months from the expiry date of the previous certificate will require a stage 1 and stage 2 audit process to be applied.

Regardless of the frequency of the surveillance routine, certification cycles are for a three-year period and a full re-audit will be required prior to the expiry date of the registration certificate, in accordance with accreditation body requirements. Failure to

submit for re-audit prior to the expiry date will result in a period during which the client's registration will be deemed to have expired. The re-issued certificate shall display a certificate issue date to match the certificate decision date, and the validity shall last for the same three years from the previous expiry date

13 Extension/Reduction of Certificate Scope

If a client requires an extension to the scope of registration, to cover new products/processes/locations, the client is required to complete and return a new application form. This will allow **ALTUS CERTIFICATION** to determine whether additional audit time is required to cover the changes. The application procedure outlined in clause six of these terms and conditions will be followed and an audit will be carried out on the areas not previously covered. The costs of extending the scope of the certification will be based upon the nature and programming of the audit required.

If a client requires a reduction to the scope of registration, it is mandatory that **ALTUS CERTIFICATION** is advised immediately of changes to the organisation or products. Such as the closure of sites, or the removal of a product line previously supplied under the original scope of certification. Upon review and acceptance of the information, **ALTUS CERTIFICATION** will notify if an additional audit, and a change the worded scope, is required. The costs of reducing the scope of the certification will be based upon the nature and programming of the audit, if required, or administration costs for a new certificate.

In both cases, an amended certificate detailing those aspects of the organisation activities covered by the extension, will be issued following a successful audit (where applicable)

14 Modification of Systems

A client shall immediately inform **ALTUS CERTIFICATION** in writing and without delay, of any intended changes relating to the following:

- The legal, commercial, organisational status or ownership
- The organisation and management
- The contact address and sites
- The scope of operations under the certified management system
- Any major changes to the management system and processes
- The occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority

ALTUS CERTIFICATION will determine whether the notified changes/incident require any additional audit activity. Failure to notify **ALTUS CERTIFICATION** may result in the suspension or withdrawal of certification

15 Publicity by Certificate Holders

The certificate holder has the right to publicise the fact that their management system has been certified and can apply the relevant marks to stationery and promotional material, relating to the scope of certification as detailed on their certificate.

The regulations shown on the **ALTUS CERTIFICATION** registration mark guidance document must be adhered to.

The **ALTUS CERTIFICATION** Registration Mark may be used by any organisation Certified by **ALTUS CERTIFICATION**

The **ALTUS CERTIFICATION** & UKAS Registration Mark Combined may only be used if the organisation's Certificate shows the UKAS Mark

The organisation may not apply any of the marks to their products or packaging.

The certificate holder shall ensure that no confusion arises between certified and non-certified products/processes and activities in its publications and advertising.

The certificate holder shall not make any claim that could mislead purchasers to believe that a product/process or activity is covered by certification when, in fact, it is not.

The certificate holder shall not imply that the governing board or relevant government ministers of the country of accreditation has approved the related product, processes or services.

The certificate holder shall ensure that this is not implied in any advertising.

Accredited certification does not imply that the certificate holder is providing a superior product, or that the product itself has been certified as meeting the requirements of the nominated standard

16 Misuse of Certificates

ALTUS CERTIFICATION will take all reasonable precautions to control the use of the certificates issued. Incorrect references to the scope of certificates, or incorrect use of the certificate marks found in advertising, catalogues and websites shall be dealt with by suitable actions, which could include suspension or withdrawal of certificates, legal action and/or publication of the transgression

17 Suspension

The certification of a **ALTUS CERTIFICATION** client may require temporary suspension in cases where evidence of one or more of the following circumstances has occurred:

- Failure to effectively implement key activities of their documented management systems
- Failure to allow a re-audit to be conducted prior to the expiry of an existing certificate/expiry of a certificate after the three-year registration period has elapsed
- Failure to allow the first surveillance visit to be conducted within 12 months of the initial audit
- Falsification and/or fabrication of records of implementation
- Failure to respond to any identified non-conformities
- Deliberate or consistent non-compliance
- Failure to demonstrate initial or ongoing commitment to legal compliance
- Failure to make payment of certification fees owed to **ALTUS CERTIFICATION**
- Failure to address complaints in an appropriate manner
- A request from the client for the voluntary suspension of certification
- Any other contravention of the **ALTUS CERTIFICATION** terms and conditions

Upon official suspension, **ALTUS CERTIFICATION** will notify the client in writing, advising of the reasons for the suspension, the duration of the suspension and the conditions for the removal of the suspension. Upon receipt of the notification of suspension the client shall immediately cease to advertise their relevant certification.

At the end of the duration of the suspension, an investigation shall be conducted to determine whether the required conditions for the removal of the suspension have been fulfilled. If these conditions are deemed to have been met, then the suspension shall be lifted, and the certificate shall be reinstated. If the conditions are not deemed to have been met, then the certificate shall be withdrawn.

The client shall be invoiced for any costs incurred by **ALTUS CERTIFICATION** during the process of suspension and reinstatement of a certificate

18 Withdrawal

The decision to withdraw a client's certification shall only be made if there is failure to resolve any of the issues that have resulted in a suspension, within the suspension period agreed, and only where it is not possible to resolve the issues by reducing the scope of the client's certification.

Upon official withdrawal, **ALTUS CERTIFICATION** will notify the client in writing, advising of the reasons for the withdrawal.

The client does have the right to appeal against a decision to withdraw certification, within 7 days of receipt of the notification of withdrawal.

Under the terms of withdrawal, a client's certification is no longer valid.

Withdrawal of the certificate will require that all promotional materials endorsed with the **ALTUS CERTIFICATION** certification logos must be withdrawn from use immediately and any use of accreditation marks on organisation publicity and stationary material will be in error and in contravention of the intellectual property rights of the owners of the marks

In cases of withdrawal, **ALTUS CERTIFICATION** will not be liable to reimbursement of any audit fees paid and **ALTUS CERTIFICATION** will publish notification of the withdrawal of the certificate.

The reinstatement of a withdrawn certificate shall, in most cases, require a full re-audit to be conducted

19 Cancellation

A certificate shall only be cancelled if:

- The client advises **ALTUS CERTIFICATION** in writing that they do not wish to renew the certificate
- The client advises **ALTUS CERTIFICATION** in writing that they no longer offer the product, process or service for which they have been certified
- The client goes out of business

Under the terms of cancellation, a client's certification is no longer valid.

Cancellation of the certificate will require that all promotional materials endorsed with the **ALTUS CERTIFICATION** certification logos must be withdrawn from use immediately and any use of accreditation marks on organisation publicity and stationary material will be in error and in contravention of the intellectual property rights of the owners of the marks

In cases of cancellation, **ALTUS CERTIFICATION** will not be liable to reimbursement of any audit fees paid and **ALTUS CERTIFICATION** will publish notification of the cancellation of the certificate.

The reinstatement of a cancelled certificate shall require a full Initial Audit to be conducted

20 Fees

Fees will be detailed in the proposal/contract submitted to the applicant/client. All costs are based on the charge rate applicable at the time of the proposal/contract issue. **ALTUS CERTIFICATION** reserve the right to increase these charges during the certification period. Such increases will be notified to the applicant/client in writing.

Upon receipt of a signed contract, the applicant/client is liable for the first-year fees, regardless of whether the applicant/client progresses to registration, as costs will have already been incurred.

For subsequent three-year registration cycles, three months prior to the re-audit date, a new proposal/contract will be raised covering the new three-year cycle. Once proposal/contract is issued, the client is then committed to payment of the first-year fees of the subsequent three-year cycle.

Additional fees will be charged for any work not included in the scope of the original proposal/contract and for any extra, unscheduled, surveillance audits required due to non-compliances being identified in the continuing adequacy and/or implementation of the relevant management system.

All fees quoted shall exclude travel and accommodation expenses associated with the audit activities (unless otherwise specified in the proposal/contract) and this will be charged extra, at cost.

All fees are subject to local taxes in the country concerned at the appropriate rates

If an appointment is cancelled or rescheduled for any reason (including non-payment of invoice), a cancellation fee will be chargeable as follows:

- 15 working days or more = 10% of the scheduled audit fee
- 11 - 14 working days = 30% of the scheduled audit fee
- 6 - 10 working days = 50% of the scheduled audit fee
- 3 - 5 working days = 70% of the scheduled audit fee
- 2 working days or less = 100% of the scheduled audit fee

21 Appeals and Disputes

An applicant/client has the right to appeal against any certificate decision made by **ALTUS CERTIFICATION**, for example a decision to withdraw certification or a failure to grant initial or re-certification. The applicant/client also has the right to appeal against any non-conformances raised by the audit team during an audit

In the event of an applicant/client indicating their desire to appeal, they should request a copy of the **ALTUS CERTIFICATION** appeals and complaints process (also found at the end of the audit reports).

ALTUS CERTIFICATION must receive notification of the intent to appeal within seven days of the applicant/client receipt of certificate decision, or within seven days of the non-conformances being raised by the audit team during an audit.

The applicant/client must submit a formally documented substantiation for the appeal, together with any supportive documentation/information, to **ALTUS CERTIFICATION** within fourteen days of receipt of certificate decision, or within fourteen days of the non-conformances being raised by the audit team during an audit.

All applicant/client appeals will be initially investigated by the **ALTUS CERTIFICATION** accredited office, who shall review the documentation/information and the causes of the appeal in a timely manner.

Should the **ALTUS CERTIFICATION** accredited office uphold the appeal then the certificate decision or the non-conformances being raised by the audit team during an audit shall be overturned. For all upheld appeals, investigations shall be conducted to develop the necessary corrective and preventive actions and to assess the effectiveness of the corrective and preventive actions.

Should the **ALTUS CERTIFICATION** accredited office reject the appeal then it shall be forwarded to the **ALTUS CERTIFICATION** appeals committee, drawn from the independent members of the impartiality committee, who shall review the documentation/information and consider the appeal. The applicant/client shall be advised of the names of the impartiality committee appeals committee members who shall review the appeal, and the applicant/client has the right to dispute the members of the appeals committee, by formal notification, of their dispute. This dispute shall be reviewed by the chair of the impartiality committee, or by the vice-chair if the chair is a member of the appeals committee. The result of the appeals committee review shall be notified to the applicant/client.

The decision of the impartiality committee appeals committee shall be final and binding on both the applicant/client and **ALTUS CERTIFICATION**. As such, once the decision regarding an appeal has been made, no counterclaim by either party in dispute can be made to amend or change this decision.

In instances where the applicant/client appeal has been successful, no claim can be made against **ALTUS CERTIFICATION** for reimbursement of costs, or any other losses incurred as a result of the initial decision.

Submission, investigation and decision on appeals shall not result in any discriminatory actions against the applicant/client

22 Complaints

All applicants/clients are required to keep a record of complaints from organisations, users of their products or the public, including subsequent remedial actions to their management system. **ALTUS CERTIFICATION** will review these records during surveillance visits.

In the event of an applicant/client indicating their desire to complain regarding the conduct of **ALTUS CERTIFICATION** employees, they should request a copy of the **ALTUS CERTIFICATION** appeals and complaints process (also found at the end of the audit reports).

The applicant/client must submit a formally documented substantiation for the complaint, together with any supportive documentation/information, to **ALTUS CERTIFICATION**. If an applicant/client does not document their complaint, then the issue can go no further.

All applicant/client complaints will be initially investigated by the **ALTUS CERTIFICATION** accredited office, who shall review the documentation/information and the causes of the complaints in a timely manner.

For all upheld complaints, investigations shall be conducted to develop the necessary corrective and preventive actions and to assess the effectiveness of the corrective and preventive actions

23 Directory of Certified Companies

A directory of all companies certified by **ALTUS CERTIFICATION** is maintained within the accredited office.

This directory may be made available, upon request, at the discretion of a **ALTUS CERTIFICATION** director

24 Accreditation Body Visits

ALTUS CERTIFICATION shall, where the accreditation body so nominates a need to, accept the presence of officers of the accreditation body attending an applicant/client audit, to be conducted by **ALTUS CERTIFICATION**. This shall be to allow the accreditation body officers, the ability to review the activities and conduct of **ALTUS CERTIFICATION** personnel. Attendance by accreditation body officers shall in no way affect the recommendation decision making process of the **ALTUS CERTIFICATION** auditors

25 Liability, Extent of Liability and Indemnity

ALTUS CERTIFICATION audits are performed to ensure compliance with the standards, which is confirmed from a sample of objective evidence as presented by an applicant/client, during or prior to the audit. As such, the validity of this evidence is only current during the audit process. **ALTUS CERTIFICATION** is not a regulatory authority and the audit reports do not contain a declaration of legal or regulatory compliance made by **ALTUS CERTIFICATION**. The identification of observations/opportunities for improvement during an audit do not constitute consultancy and **ALTUS CERTIFICATION** do not require an applicant/client to address these mandatorily

An applicant/client shall not involve **ALTUS CERTIFICATION**, or any associated companies in any litigation arising from the applicant's/client's activities, including products produced or sold, or any services supplied. **ALTUS CERTIFICATION** is removed from any responsibility or liability to the applicant/client for any implications or actions resulting from legislative/regulatory non-compliance on behalf of the applicant/client, including any actions taken subsequent to an audit resulting in legal or financial failures of the applicant/client.

Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation. Except for liability for death or personal injury, directly resulting from the acts or omissions of **ALTUS CERTIFICATION**, in the event of any claim the liability of **ALTUS CERTIFICATION** to the applicant/client shall not exceed the amount paid by the applicant/client to **ALTUS CERTIFICATION**.

ALTUS CERTIFICATION shall not be liable for any losses, consequential losses or damages incurred by the applicant/client.

The liability of **ALTUS CERTIFICATION** does not extend to the organisations, or individuals there-of, represented on the **ALTUS CERTIFICATION** impartiality committee

The applicant/client shall indemnify **ALTUS CERTIFICATION** against any losses or damages suffered by **ALTUS CERTIFICATION** arising from the applicant's/client's neglect of the staff and subcontract auditors of **ALTUS CERTIFICATION**, whilst on the Company's premises, or in the event of the applicant's/client's misuse of the certificate and certification mark

26 Authority of Each Party

Neither party has any authority to enter into any agreement with, or commitment to, others on behalf of the other party or in its name

27 Termination

Either party shall be entitled to terminate the proposal/contract agreement immediately by written notice to the other, if the other commits any material breach of the proposal/contract agreement and, in the case of a breach capable of remedy, fails to remedy it within 21 days after receipt of a written notice, giving full details of the breach and requiring it to be remedied.

Either party can also terminate the proposal/contract agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either party is a company, the other can terminate the proposal/contract agreement forthwith if the first party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed

28 Applicable Law

It is agreed that these Terms and Conditions shall be construed in accordance with the laws of England & Wales and the execution hereof shall be deemed to have taken place within England & Wales. Each party hereby agrees that the jurisdiction for the resolution of any dispute shall be within the courts of the United Kingdom.

Neither party shall be liable for any breach of these terms and conditions caused by matters beyond its reasonable control; including, but not limited to, acts of god, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving a party's employees), failures or interruptions of electricity supplies, weather of exceptional severity, or acts of local or central government/other authorities.

No waiver or any amendment to these terms and conditions shall be effective unless in writing and signed by both parties.

A person who is not a party to these terms and conditions may not enforce any of them under the agreements (rights of third parties) act 1999.

If any dispute arises out of these terms and conditions, each party will both attempt to settle it by mediation, in accordance with the centre for dispute resolution (CEDR) model mediation procedure. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance with the centre for effective dispute resolution (CEDR) model mediation procedure. Unless otherwise agreed, the mediator shall be appointed by CEDR. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting, held under such procedure, the dispute may be referred to litigation by either party.

Over and above the details herein, all companies within the USA agree to the provision of a separate hold harmless agreement, between themselves and **ALTUS CERTIFICATION**.

Any past or future violations of environmental and/or health and safety related laws, or regulations, or possible accusations that may lead to a prosecution or legal action, shall be immediately notified to **ALTUS CERTIFICATION** in writing.

Please note that within the proposal/contract agreement, applicants/clients have an obligation to advise **ALTUS CERTIFICATION** of any breach of legal or regulatory requirements and any pending prosecutions of whatever nature.

Although proportionality and scale of the situation should be considered, the applicant/client is required to advise **ALTUS CERTIFICATION** of any potential risks to certification but not, for example, isolated cases of a minor nature.

The applicant/client is required to inform **ALTUS CERTIFICATION** as soon as it becomes aware of any breach or pending prosecutions for the breach of any regulatory requirements relevant to their certified management system. **ALTUS CERTIFICATION** shall review the details of any breaches brought to its attention, and may elect to perform additional verification activities, chargeable to the applicant/client, to ensure compliance with specified requirements. **ALTUS CERTIFICATION** reserves the right to suspend or withdraw certification for failure to inform **ALTUS CERTIFICATION** and the appropriate regulator of such breaches

29 Privacy

The certification process, from application to registration and on-going surveillance activity, requires **ALTUS CERTIFICATION** to obtain information necessary to satisfy the international accreditation requirements. Please refer to the **ALTUS CERTIFICATION** privacy notice posted on the **ALTUS CERTIFICATION** website www.altuscert.com for details of the type of information required, how this is used and how you can access this

30 Amendments

ALTUS CERTIFICATION reserve the right to amend these terms and conditions at any time

The **ALTUS CERTIFICATION** website shall always show the most recent version of the terms and conditions