

## Terms and Conditions

These Terms and Conditions form the agreement for XAIS-PTS Certification between XAIS-PTS Limited, registered at Unit 1, Rough Hey Road, Grimsargh, Preston PR2 5AR and each Client and Certified Company. These terms can be found within the Certification Tab on the website and are additional/supplementary requirements to XAIS-PTS Standard Terms & Conditions as published on the XAIS-PTS website.

### 1 INTRODUCTION

XAIS-PTS Ltd follow the criteria as specified in:

- International Standards for a Certification Body recognised as competent and reliable in the operation of Management Systems.
- Accredited Certification Body (6478) to BS EN ISO/IEC 17021 for management systems certification
- Accredited Certification Body (6478) to BS EN ISO/IEC 17065 for product certification.  
The Construction Products Regulation 2011 (retained EU law EUR 305/2011) as amended by the Construction Products (Amendment etc.) (EU Exit) Regulations 2019 and the Construction Products (Amendment etc.) (EU Exit) Regulations 2020 and International Standards for a UK Approved Body (XAIS-PTS Ltd UK Approved Body No 2448) as recognised as competent and reliable in the operation of Management Systems.
- As a UK Approved Body (No 2448) provides a conformity assessment service which carries out tasks of UKCA Marking products as laid down in the relevant designated technical specifications (Annex ZA of designated standards).
- XAIS-PTS Ltd Product Acceptance Scheme in accordance with MCHW SHW Clause 104.15 and 104.16. Sub-clause 104.16 (e).
- The UK Market Approved Body Database as a UK Technical Assessment Body (TAB).  
<https://www.gov.uk/uk-market-conformity-assessment-bodies>
- XAIS-PTS internal processes and procedures in line with accredited European standards requirements

This Agreement shall be governed by English Law.

XAIS-PTS Ltd through its policies and arrangements safeguard the confidentiality of client information it obtains or creates through its performance of certification and assessment activities including committees, technical panels and external parties acting on its behalf.

### 2 SCOPE OF THE RULES OF REGISTRATION

XAIS-PTS Ltd undertakes the assessment and certification of management systems, products, the provision of product assessment schemes (XAIS-PTS PAS), UKCA marking, and management systems operated by a client to a range of national and international standards / specifications / publications / legislation / regulations / documents. The client must agree to supply all necessary information to XAIS-PTS Ltd as required by individual assessments and certification system(s).

The client agrees that where multiple sites are covered by the scope of certification, they shall all be deemed to be covered by this agreement.

### 3 CONFIDENTIALITY

XAIS-PTS Ltd commits to the responsibility and to safeguard the confidentiality of the information obtained or created during the performance of assessment and certification activities at all levels, including committees, technical panels and external bodies or individuals acting on its behalf. All personnel including any committee, panel members, contractors, personnel from external bodies or individuals acting on XAIS-PTS Ltd behalf shall keep confidential all information obtained or created during the performance activities except as required by law.

Information about a client shall not be disclosed to a third party without the written consent of the client or individual concerned.

Should XAIS-PTS Ltd be required by law or authorised by contractual arrangements (such as with the accreditation body) to release confidential information to a third party, the client or individual concerned shall, unless prohibited by law, be Approved in advance of the information provided.

Information received from sources other than the client (i.e. complainant, regulators) shall be treated as confidential, consistent with the XAIS-PTS Ltd policy.

When confidential information is made available to other bodies (i.e. accreditation body, agreement group of a peer assessment scheme) XAIS-PTS Ltd shall inform the client of its actions.

XAIS-PTS Ltd, through its policies, confidentiality agreements and processes, and applicable equipment, and facilities ensure the secure handling of confidential information.

#### **4 PERSONNEL AND IMPARTIALITY**

XAIS-PTS Ltd undertakes to provide suitability competent personnel for all assessment and certification requirements using its own staff or competent sub-contractors. All (employees and sub-contractors) are required to sign a confidentiality and impartiality agreement and declare any conflict of interest prior to the audit.

It is a condition of the rules, terms, and conditions that all assessments are conducted in an impartial manner. The client and the client's representative are therefore required to declare if any link or relationship (commercial or personal) exists between themselves and XAIS-PTS Ltd personnel involved in the assessment activities which may bring into question the impartiality or independence of the assessment certification / UKCA marking process. XAIS-PTS Ltd shall not certify a management system on which it has provided internal audits, consultancy or any of its personnel / contracted auditors / technical experts have been involved as a managerial capacity for a minimum of two years following the end of the service provision.

#### **5 AUDIT TEAM**

An appropriately qualified assessment team or individual auditor / assessor / technical expert shall be supplied to conduct the assessment in accordance with the audit visit plan / trial / scheme requirement or other arrangements made with the client. The client has the right to object to any individual auditor / assessor / technical expert but must do so immediately upon notification of the individuals that comprises the audit / assessment team. XAIS-PTS Ltd reserves the right to change the assigned auditor(s) / assessors or add additional auditors / technical experts to meet its operational requirements.

#### **6 APPLICATIONS FOR REGISTRATION or TRANSFER OF REGISTRATION**

On receiving an enquiry for assessment / UKCA marking a Contract Review will be undertaken based on the information supplied to us by the applicant organisation. XAIS-PTS Ltd will prepare a quotation detailing audit cost. On acceptance of this quotation the client will be required to sign the Application Acceptance Form and provide a purchase order (if applicable) and send it to XAIS-PTS Ltd. Arrangements will then be made to undertake the assessment(s) in line with XAIS-PTS Ltd procedures and processes and terms and conditions. XAIS-PTS internal procedures and processes are available on request.

Where multiple offices / sites are to be certified, details shall be documented within the Contract Review and this agreement shall cover all sites within the scope of the certification. An agreement can be arranged for each site and can be referenced or linked to one another.

For applications to transfer registration / certification XAIS-PTS Ltd will follow the above procedure and also during the contract review process will establish contact with the client's current certification body to confirm the extent of the current certification and details of the surveillance timetable and any outstanding actions from previous surveillance activities.

#### **7 ASSESSMENT METHOD**

The assessment process is generally carried out by XAIS-PTS Ltd in stages unless a system requires additional stages:

**Registration to Quality / Environmental Management System / National Highway Sector Scheme / Factory Production Control / UKCA Mark / Product Assessment Schemes (XAIS-PTS PAS)**

An optional pre-assessment is available where clients may choose to opt for a "pre-assessment" to provide them with a preliminary evaluation of their certification of product, assessment of product, UKCA marking and / or management system, enabling them to identify opportunities for improvement and potential non-conformances before beginning the accredited / approved certification process.

Stage 1 is designed to demonstrate that the client has a certification of product, assessment of product, UKCA marking and / or management system that meets the requirements of the appropriate standard(s) / publications / specifications /

legislation / regulations / documents. It involves an onsite review of the documented information for the assessment requirement, for production procedures/processes, such as material controls and records, to ensure consistent product to confirm the Quality Plan for the product and to evaluate site-specific conditions and to review your status and understanding regarding the requirements of the scheme / management system. Development of a plan for the stage 2 audit / assessment will be raised. After the stage one audit the lead auditor submits their findings and recommendations in a written report.

The report provides a focus for planning for stage 2 by gaining a sufficient understanding of your system to determine the preparedness for the stage 2 audit.

The interval between stage 1 and stage 2 audits is determined with consideration given to the needs of the client to resolve areas of concern identified during the stage 1 audit. XAIS-PTS Ltd also considers whether any revisions are required to its arrangements for the stage 2 audit.

Stage 2 audit is carried out on site at the client's premises, it seeks evidence about conformity of operations / production control/installation and will determine that the client has fully implemented all the requirements of the certification of product, assessment of product, and / or management system and that they meet the requirements of appropriate standards / specifications (including relevant legislation) / publications / regulations / documents. After the stage two audit the lead auditor submits their findings and recommendations in a written report.

#### **Assessment and Certification in accordance with XAIS-PTS Product Acceptance Scheme (XAIS-PTSPAS), in accordance with MCHW SHW 104.15 and 104.16**

XAIS-PTSPAS in general is a 12-stage assessment process is carried as detailed within each XAIS-PTS SG Guidelines and Criteria Document

Stage 1 - Documentation Review

Stage 2 - Audit of BS EN ISO 9001 Section 8.3 process 'Design and Development of Products and Services'

Stage 3 - Installation / Trial Method Audit

Stage 4 - Review of Technical Data Relating to Design Inputs Verification and Consolidate Case Studies of the 'Scheme' / 'Trial'

Stage 5 - Review of Details

Stage 6 - Submission to XAIS-PTS Management Committee

Stage 7 - Draft Certificate Submission to XAIS-PTSTSP

Stage 8 - Consolidation of Amendments / Approval

Stage 9 - Assessment Certificate Authorisation

Stage 10 - Certification Documentation

Stage 11 - Publication of Certification Documentation

Stage 12 - Annual Surveillance Requirements / Agreement and Implementation of Validation

Note: Where required, arrangement of product installation trial will be organised to demonstrate the practicability of installation in accordance with the Applicant's installation procedures. The applicant will contact XAIS-PTS Ltd and the relevant interested parties to arrange a mutually agreeable date for the product installation trial.

#### **Assessment and Certification of bespoke products in accordance with Product Acceptance Scheme, in accordance with XAIS-PTS policies and procedures**

PAS closely follows the stages as the XAIS-PTSPAS, in general is a 12-stage assessment process is carried as detailed within each XAIS-PTS Scheme Document, following its development as per product requirements.

Stage 1 - Documentation Review

Stage 2 - Audit of BS EN ISO 9001 Section 8.3 process 'Design and Development of Products and Services'

Stage 3 - Installation / Trial Audit

Stage 4 - Review of Technical Data Relating to Design Inputs Verification and Consolidate Case Studies of the 'Scheme' / 'Trial'

Stage 5 - Review of Details

Stage 6 - Submission to XAIS-PTS Management Committee

Stage 7 - Draft Certificate Submission to XAIS-PTSTSP

Stage 8 - Consolidation of Amendments / Approval

Stage 9 - Assessment Certificate Authorisation

Stage 10 - Certification Documentation

Stage 11 - Publication of Certification Documentation

Stage 12 - Annual Surveillance Requirements / Agreement and Implementation of Validation

## **8 CERTIFICATION**

On completion of the Stage 2 audit / or completion of 12 stage assessment / product installation trial requirements, the Lead Auditor / technical expert shall submit their report(s) to XAIS-PTS Ltd Registered Office along with recommendation for approval which will be submitted for impartial independent review. Where required a technical oversight on the operation of an assessment shall be conducted and formal consent for the issue of assessment and certification requirements.

Independent review groups / panels are made up from a balanced representation of key end users, recognized industry experts and those responsible for the highways on which such products will be used or installed. XAIS-PTS Ltd shall be responsible and shall retain authority for its decisions relating to certification.

If certification is granted, the client is included on the XAIS-PTS Ltd directory of certified / approved clients, which is available to the public via the XAIS-PTS Ltd website or on request. NB: Directory remains the sole property of XAIS-PTS Ltd.

Each Certificate defines the Scope of Registration / Certification. The Certificate is personal to the Company who must not give permission for it to be used by a third party. The client shall only make claims regarding certification that are consistent with the scope of the certification.

XAIS-PTS Ltd shall be responsible and shall retain authority for its decisions relating to UKCA marking.

If UKCA marking is granted, the client is included on the XAIS-PTS Ltd directory of UKCA marked clients, which is available to the public via the XAIS-PTS Ltd website. NB: Directory remains the sole property of XAIS-PTS Ltd. Each Certificate of UKCA marked product(s) defines the Scope of Registration.

The UKCA mark is valid for a period of a maximum of 5 years so long as no change to the declaration of performance is made. Should a change be made to the Declaration of Performance, the producer/manufacture shall notify XAIS-PTS Ltd of the change with 14 days. XAIS-PTS Ltd shall conduct a review and re-assessment as appropriate. The UKCA mark is valid subject to continued compliance with the Standard following a successful assessment. Certificates remain the property of XAIS-PTS Ltd.

UKCA marking Certificates shall not be issued unless XAIS-PTS Ltd has received payment in full.

Each Certificate relates only to the product / system that is named on it and is issued only to the company, firm, organisation or person named. No other company, firm, organisation or person may hold or claim that the Certificate has been issued to them.

XAIS-PTS Ltd has used due skill, care and diligence when preparing Certificate(s), but no warranty is provided. Each Certificate has to be read, considered and used as a whole document, it may be misleading and will be incomplete to be selective, certificates are copyright of XAIS-PTS Ltd. Publications, documents, specifications, legislation, regulations, standards and the like referenced in the Certificate are those that were current at the time of the assessment and certification and / or deemed relevant by XAIS-PTS Ltd at the date of issue or reissue of the Certificate.

Certificates shall not be issued unless XAIS-PTS Ltd has received payment in full.

In issuing any Certificate, XAIS-PTS Ltd is not responsible and is excluded from any liability to any company, firm, organisation or person, for any matters arising directly or indirectly from:

- the presence or absence of any patent, intellectual property or similar rights subsisting in the product/system or any other product/system
- the right of the Certificate holder to manufacture, supply, install, maintain, or market the product/system
- individual installations of the product/system, including their nature, design, methods, performance, workmanship and maintenance

- any works and constructions in which the product/system is installed, including their nature, design, methods, performance, workmanship and maintenance
- any loss or damage, including personal injury, howsoever caused by the product/system, including its manufacture, supply, installation, use, maintenance and removal.

Any information relating to the manufacture, supply, installation, use, maintenance and removal of the product / system which is contained or referred to in the Certificate is the minimum required to be met when the product / system is manufactured, supplied, installed, used, maintained and removed. It does not purport in any way to restate the requirements of the Health and Safety at Work etc. Act 1974, or of any other statutory, common law or other duty which may exist at the date of issue or reissue of the Certificate, nor is conformity with such information to be taken as satisfying the requirements of the 1974 Act or of any statutory, common law or other duty of care.

Following registration / certification XAIS-PTS Ltd must be informed if any changes / circumstances occur which significantly affect the registration / certification. XAIS-PTS Ltd reserves the right to re-audit / re-assess if necessary.

Registration is on an annual basis subject to continued compliance with the appropriate standard(s) / publications / specifications / legislation / regulations / documents and provided that the product / system and its manufacture and / or fabrication, including all related and relevant parts and processes thereof are maintained at or above the levels which have been assessed through annual/bi-annual surveillance visit(s) / reviews and found to be satisfactory by XAIS-PTS Ltd, the Certificate will remain valid provided that the product / system and its manufacture and / or fabrication, including all related and relevant parts and processes thereof are maintained and on the completion of a 3 year re-assessment.

Certificates are retained for a period of 5 years on issue of a revision in line with XAIS-PTS internal procedure M2, available on request. After the defined storage period has elapsed, the Certification Manager can authorise the disposal/destruction of archived items by secure means to ensure confidential information is correctly destroyed/disposed of.

Records relating to certified clients and previously certified clients shall be retained for the duration of the current cycle plus one full certification cycle.

## **9 INFORMATION EXCHANGE BETWEEN XAIS-PTS Ltd AND PROSPECTIVE CLIENTS and ITS CERTIFIED CLIENTS**

XAIS-PTS Ltd shall provide and update prospective clients and certified clients regarding

- A detailed description of the initial and continuing assessment and certification and / or product / system / UKCA marking activity, including the application, initial audits / assessment / review(s), surveillance audits / assessments and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring or withdrawing of assessment / certificate / UKCA mark.
- The normative requirements for assessment and certification / UKCA mark
- Information about fees for application, initial assessment and certification / UKCA marking and continuing assessment and certification / UKCA mark and following any changes to declaration of performance / product / assessment or management system and its manufacture and / or fabrication, including all related and relevant parts and processes thereof.

XAIS-PTS Ltd shall require clients / client organisations to

- Comply with assessment and certification / UKCA marking requirements
- Make all necessary arrangements for the conduct of audits / assessments, including provision for examining documentation and the access to all processes and areas, records and personnel for the purpose of initial certification, UKCA marking, surveillance, recertification / reviewing / renewing and resolution of complaints and
- Make provisions, where applicable to accommodate the presence of observers (eg accreditation auditors/assessors / XAIS-PTS Ltd third-party auditors / Technical Experts or trainee auditors)
- Documents describing the rights and duties of clients,
- Comply with the requirements as outlined in the policy when referring to its assessment and certification / UKCA mark status in communication of any kind

- Upon suspension or withdrawal of its certification / UKCA mark discontinues its use of all advertising matter that contains reference to certification / UKCA mark and any other form of promotion that contains reference to certification / UKCA mark
- Amends all advertising / promotion matter when the scope of assessment and certification / UKCA mark has been reduced / amended / removed
- Comply with the governing mark requirements when making reference to assessment and certification / UKCA mark status in communication media such as the internet, brochures or advertising or other documents and that no misleading statements are issued regarding assessment and certification / UKCA mark, nor use or permit the use of a certification / UKCA mark product document or any part thereof in a misleading manner
- Comply with the policy regarding assessment and certification / UKCA marked products and / or use of marks
- Read and understand the information on procedures and processes for handling complaints and appeals.
- Ensure that there is no implication that the certification applies to activities and sites outside of the scope of certification
- Not allow reference to its management system, assessment and certification / UKCA mark to be used in such a way that would bring XAIS-PTS Ltd or its Approved Body, Technical assessment Body, Approval Status, assessment and certification system into disrepute and lose public trust.

#### **10 NOTICE OF CHANGES BY XAIS-PTS Ltd**

XAIS-PTS Ltd upon making changes to its requirements for assessment and certification / UKCA mark activities shall, following full consideration of effective date of changes and review of any interested parties shall give due notice to clients. XAIS-PTS Ltd shall verify that each certified client / UKCA marked product / client makes necessary adjustments within the reasonable specified time frame. XAIS-PTS Ltd shall verify the client complies with the new requirements.

#### **11 NOTICE OF CHANGES BY A CLIENT**

Certified clients must inform XAIS-PTS Ltd without delay of matters that may affect the capability / performance of the management system / assessed product / system / UKCA marked products to continue to fulfil the requirements of the standard / specifications (including relevant legislation) / publications / regulations / documents used for assessment and certification / UKCA marking including changes relating to legal, commercial organisation status or ownership, organisation and management (key managerial, decision making or technical staff), contact address and sites, changes to performance levels, scope of operations under the certified system, major changes to the management / production / processes / assessment system and processes. XAIS-PTS Ltd shall also be informed of any intended modification in the product, production process or quality system which may affect product / process conformity, the client agrees that product / process shall not be released / implemented until XAIS-PTS Ltd has been Approved and XAIS-PTS Ltd has determined if investigation / assessment / review are required, XAIS-PTS Ltd shall take action as appropriate.

#### **12 SURVEILLANCE**

After the issue of a certificate / UKCA mark, to maintain its validity, visits will be carried out at the client's premises / production unit / on site at least once per year. Further visits may be carried out if areas of concern are identified / changes to performance are identified. The client agrees to meet the extra costs relating to such increased / additional visits.

After issue of the UKCA mark certificate, to maintain status, visits will be carried out at the client's premises every 5 years. Further visits may be carried out if changes to performance are identified. The client agrees to meet the extra costs relating to such increased / additional visits.

#### **13 RECERTIFICATION**

A re-certification / renewal audit is required every three or five years (dependent on system / UKCA mark). This takes place prior to the expiry date of the certificate. Recertification will involve additional fees to cover the cost of administration and possible extra audit days.

#### **14 EXTENSION OR CHANGES TO THE SCOPE OR DETAILS OF REGISTRATION**

This may be applied for in the same way as the initial audit, indicating the changed scope of registration, changed in performance, change or name or address, additional standards / products / processes or other changes required. A desk top

review will be conducted, and additional audit may be required to verify the changes or additions. If successful a new certificate indicating the scope / UKCA mark will be issued by XAIS-PTS Ltd. There will be a charge for any changes which involve the desk top review / audit / re-issue of a certificate. All advertising matter must be amended if the scope of certification is reduced.

## 15 PUBLICITY

Once a certificate / UKCA mark has been issued, but not before, the Client has the right to publish the fact. The relevant logos can be used on its products / stationery / documentation and website, relating only to the audited scope of registration and / or UKCA mark and the relevant standards or specifications.

The client must immediately cease all use of the mark –

- After certificate expiry
- The certificate / UKCA mark has been suspended, withdrawn or terminated in any way of for any reason
- XAIS-PTS Ltd has announced a modification to the rules of the certification and / or UKCA mark system and the customer has failed to apply this.
- The client must not make or permit any misleading statement regarding its certification and / or UKCA mark or permit the use of a certification / UKCA mark document or any part thereof in a misleading manner.

The client is aware and accepts that XAIS-PTS Ltd shall take action for any breach of rules governing the use of XAIS-PTS Ltd mark. XAIS-PTS Ltd clients/registered companies agree not to use granted certification in such a manner as to bring XAIS-PTS Ltd into disrepute.

XAIS-PTS Ltd shall make available via its web site or provide upon request access to or disclosure of appropriate and timely information regarding the audit process and certification process and / or UKCA mark process. Certification / UKCA mark status i.e. the granting, extending, maintaining, renewing, suspending, reducing the scope of or withdrawing of certification / UKCA mark of any organisation in order to gain confidence in the integrity and credibility of certification and / or UKCA mark.

XAIS-PTS Ltd shall provide appropriate access to or disclosure of non-confidential information about the conclusions of specific audits / assessments to specific interested parties.

XAIS-PTS Ltd shall maintain its confidentiality any proprietary information about a client. All information provided to the client or to the marketplace, including advertising shall be at all times accurate and not misleading.

A directory of certifications and / or UKCA mark shall be displayed on XAIS-PTS Ltd web site regarding certificates / UKCA marks granted, suspended, or withdrawn. Detail shall show the client's name, international standard or other reference, scope, and geographical location for each certified client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). On request from any party, XAIS-PTS Ltd shall provide the means to confirm the validity of a given certificate and / or UKCA mark.

## 16 REFERENCE TO CERTIFICATION / UKCA MARK AND USE OF MARKS

XAIS-PTS Ltd shall exercise control and ownership of the certification system / UKCA mark (UK Approved Body No 2448) and the use and display of licenses, certificates, marks of conformity and any other mechanisms for indicating a product is certified. XAIS-PTS Ltd authorises certified clients to use certified marks which are traceable back to XAIS-PTS Ltd. There shall be no ambiguity in the product / process / mark or accompanying text as to what has been certified.

XAIS-PTS Ltd requires clients to:

- conform to this agreement when referring to its certification / UKCA mark status in communication media such as the internet, brochures or advertising or other documents.
- Not to make or permit any misleading statement regarding its certification / UKCA mark
- Not to use or permit use of a certification / UKCA mark document or any part thereof in a misleading manner

- Not to allow reference to its management system certification to be used in such a way as to imply that XAIS-PTS Ltd has certified and / or UKCA marked a product or process nor that the certification / UKCA mark applies to activities that are outside its scope
- Amend all advertising matter when the scope of certification / UKCA mark has been reduced / amended
- Discontinue to use all advertising matter in the event of certification / UKCA mark being suspended or withdrawn
- Not to use its certification and / or UKCA mark in such a manner that would bring XAIS-PTS Ltd and / or its certification system / Approved Body / Technical Assessment Body / other Approved status into disrepute and lose public trust

Incorrect use / reference to the certification scheme and / or UKCA mark requirements shall be dealt with by suitable action, which may be corrective actions, withdrawal of certificate / UKCA mark, publication of the transgression and, if necessary, legal action.

XAIS-PTS Ltd shall ensure protection of the certification / UKCA mark at all times and ensure:

- That they provide relevant information to their notifying authority, and other Approved bodies, technical assessment bodies, approval / impartial parties and interested parties of any refusal, restriction, suspension or withdrawal of certificates / marks and any circumstances affecting the scope of, and conditions for notification.
- Any requests for information on assessment and certification and / or verification of constancy of performance activities carried out which XAIS-PTS Ltd have received from market surveillance authorities.
- That they provide other Approved Bodies / Technical Assessment Bodies / Approval Bodies carrying out similar third-party tasks in accordance with the systems of assessment and verification of performance and technical specifications with relevant information on issues relating to negative and on request, positive results from assessments and / or verifications.
- That in line with the Construction Products Regulation 2011 (retained EU law EUR 305/2011) as amended by the Construction Products (Amendment etc.) (EU Exit) Regulations 2019 and the Construction Products (Amendment etc.) (EU Exit) Regulations 2020 and associated documents for other UK Approved Bodies and MCHW SHW Clause 104.15 and 104.16. Sub-clause 104.16 (e) for other UK Technical Assessment Bodies carrying out similar third-party tasks in accordance with the systems of assessment and verification of performance and technical specifications other Approved Bodies / Technical Assessment Bodies pass on to XAIS-PTS Ltd relevant information on issues relating to negative and on request, positive results from assessments and / or verifications.

## **17 CERTIFICATE MISUSE**

XAIS-PTS Ltd will take all reasonable precautions to ensure that there is no misuse of their certificate / UKCA mark in client advertising etc. The client undertakes only to use certification mark(s) / UKCA marks / and / or accreditation / approval marks as appropriate to their assessed scope of registration, location and / or applicable standard(s) / specification / publications / legislation / regulations / documents. Possible legal action or corrective action may be taken should incorrect, misleading information or marks found in advertising or catalogues etc.

## **18 CERTIFICATE and / or UKCA MARK SUSPENSION OR WITHDRAWAL**

See also section 23 Appeals Procedure.

Following an unsuccessful assessment of a company's management system / production / installation process / UKCA mark to the relevant standard / specification / publications / legislation / regulations / documents, the certificate / UKCA mark may be suspended or withdrawn as follows:

a. Suspended due to:

- (i) the management / documented system / product has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system. XAIS-PTS Ltd defines Persistent failure as: any two (2) or more failures by the Certificate Holder in any rolling period of twelve (12) months to comply with the assessed scope of registration / certification and / or applicable standard(s) / specification / publications / legislation / regulations / documents.

Serious failure as: incompatible changes to formulations or specifications of products certified at the time of assessment and certification and without notification to XAIS-PTS Ltd of changes to products and the continuity to supply obligations in respect of the Contract Services under the Contract;



- (ii) the client does not allow surveillance or recertification audits to be conducted at the required frequencies
- (iii) As a result of continued misuse of Registered Company Certification / UKCA marks.
- (iv) Failure to apply corrective action because of non-conformances found during audits / assessments / reviews
- (v) The client has voluntarily requested a suspension
- (vi) Any other breach of XAIS-PTS Ltd Business Terms and Conditions.

Under suspension, your (the client) management / production / process system certification is temporarily invalid. XAIS-PTS Ltd shall restore suspended certification if the issue that has resulted in the suspension has been resolved. Failure to resolve the issues that have resulted in the suspension in a time established by XAIS-PTS Ltd shall result in withdrawal or reduction of the scope of certification.

b. Withdrawn due to:

- (i) Failure to respond to requests by XAIS-PTS Ltd after suspension of certificate / UKCA mark
- (ii) Failure of a client to settle financial accounts
- (iii) Clients request

Upon suspension or withdrawal of its certification / UKCA mark, the client must discontinue use of all advertising matter that contains a reference to certification / UKCA mark, and certification / UKCA mark documents shall be eradicated or returned to XAIS-PTS Ltd.

A fee will apply for re-instatement following suspension. See Section 24 Fees. Any necessary visits will be carried out at the client's premises to ensure that the area(s) identified to cause the suspension, satisfy the standard / relevant standard / specification / publications / legislation / regulations / documents, the certificate / UKCA mark / changes to performance are cleared. The client agrees to meet the extra costs relating to such visits. Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to our proposal / quotation letter.

## **19 CANCELLATION OF REGISTRATION / UKCA MARK**

Clients wishing to cancel / withdraw from registration must notify XAIS-PTS Ltd of their intention to do so within 2 months of the annual surveillance visit. Upon the cancellation of the Certificate / UKCA mark (however determined) the Company shall discontinue the use of the XAIS-PTS Ltd certification / UKCA marks and all advertising literature that contains the XAIS-PTS Ltd marks or any reference. In addition, any other material / product, or documents in the possession of the Company, which bear reference to the Certificate / UKCA mark, shall be eradicated or the client shall return certification documents to XAIS-PTS Ltd.

## **20 SHORT NOTICE AUDITS**

If a complaint is made about a certified client, or XAIS-PTS Ltd have received notification of any changes XAIS-PTS Ltd reserve the right to undertake a short notice audit to investigate whether the company is still meeting the requirements of the Standard / specification / publications / legislation / regulations / documents they are approved for. Such visits are chargeable. Please refer to our proposal / quotation letter.

## **21 COMPLAINTS AGAINST XAIS-PTS Ltd PERSONNEL**

If a client has a complaint regarding any employee of XAIS-PTS Ltd, this should be sent in writing to the Managing Director of XAIS-PTS Ltd at the registered address.

## **22 ACCESS TO RECORDS OF COMPLAINTS**

XAIS-PTS Ltd certificated companies are required to record all complaints received from clients. When appropriate, takes action and any deficiencies found in products that affect compliance with the requirement for certification applies prompt effective corrective action and documents the actions taken as carried out by the certificate holder. These records shall be made available for examination by XAIS-PTS Ltd when requested.

The client must also inform XAIS-PTS Ltd in the event of an alleged breach of relevant legislative or regulatory requirements.

## **23 APPEALS PROCEDURE**

If a client wishes to appeal against any decision for whatever reason including suspension or withdrawal of a certificate / UKCA mark, the client is at liberty to lodge an appeal with the Managing Director of XAIS-PTS Ltd within 14 days of having been served with the decision.

The Impartial Panel will review the Appeal and will meet within 30 days of receipt of the appeal notice. The original decision shall remain in force pending the decision of the Panel.

The decision of the Panel is final and binding on both the client and XAIS-PTS Ltd. No counter claims will be allowed by either party.

No costs, for whatever reason, will be allowed for either party as a result of an appeal.

## **24 FEES**

### **Fee structure and definitions**

XAIS-PTS Ltd prices are effective from 1<sup>st</sup> January to 31<sup>st</sup> December each year. Our prices are reviewed annually and are subject to amendment at any time.

### **Quotations**

Customers are entitled to quotations before any assessment / audit / UKCA mark requirement work begins and are required to confirm their acceptance of the quotation by the return of the application form, and submission of purchase order (if applicable). Once the application form is returned the customer is deemed to have accepted the XAIS-PTS Ltd Business Terms and Conditions and is committed to paying for the quoted work and any expenses.

XAIS-PTS Ltd will endeavour to carry out the work within the quotation, although XAIS-PTS Ltd reserve the right to agree with the client for necessary additional visits and invoice for additional requirements worked. Accordingly, it is in customers' interests to ensure that their evidence is of the agreed standard to limit the visits in line with any proposals / quotations. Any non-conformity that is identified during an assessment will require additional work and therefore could result in additional charges.

### **Application Fee**

The first step when seeking certification / UKCA mark is to submit a completed application form so that we can begin consideration of the applicant's readiness.

Fees are payable as detailed in the quotation and are and are not refundable if the applicant withdraws at any stage prior to certificate being issued.

Thereafter, customers will be charged accordingly for the following various stages of audit / assessment with any additional costs for travel, hotel accommodation and subsistence as per quotation.

All fees must be received in full, prior to the next stage of the assessment process. Please refer to your quote.

Desk top review work for the clearance of any non-conformities identified as a result of an audit / assessment is not charged.

Extra visits to close out any non-conformities identified as a result of an audit / assessment will be subject to an additional charge over and above the quotation and will be chargeable at XAIS-PTS Ltd standard fee at the time. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote.

Certificates of registration / assessment / UKCA mark shall not be issued until XAIS-PTS Ltd has received payment in full.

Re-issued certificates which need to be for such reasons as change of company name or address or minor changes to scope of registration are not charged.

Rates for our services will be calculated in days, per auditor. Please refer to your quote. We will not bill our time for journeys wholly within the United Kingdom. All fees paid to XAIS-PTS Ltd are strictly non-refundable.

### **Two-yearly Management / NHSS / FPC Certification Fee**

Once certified, customers will pay a two-yearly registration fee for management / NHSS / FPC system certification. This fee is payable in January (as per quotation letter) that certification / UKCA mark is held. This will be invoiced separately from any audit / assessment work to maintain registration.

### **Surveillance Visits**

Surveillance visits may be booked at previous visit (if possible) or a mutual date agreed with the customer in advance of the forthcoming due visit. Other assessments, including short notice audits / assessments visits are booked at much shorter notice. Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote. We will not bill our time for journeys wholly within the United Kingdom.

### **Reassessment / Transition Visits**

Re-assessment / transition visits require additional on-site / office time.

Re-assessment visit may be booked at previous visit (if possible) or a mutual date agreed with the customer in advance of the forthcoming due visit.

Transition visit(s) to be booked at mutual date(s) agreed for transition to be undertaken within the permitted time frame of the standard / regulation / specification requirements.

Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote. We will not bill our time for journeys wholly within the United Kingdom.

### **Additional Fees / Expenses**

Please refer to your proposal / quotation letter.

### **Cancellation policy and charges**

Where the customer cancels or postpones the date of a visit after it has been agreed, a fee is payable as set out below.

Fees are charged if failure to honour the audit / assessment date(s) arranged through postponement or cancellation within 20 working days of its planned occurrence. The fee chargeable will be half day rate for each auditor / assessor / technical expert day cancelled at standard rate fee. Additional expenditure that has been incurred and is not reclaimable (eg hotels) will also be charged.

### **Short notice cancellations / postponement**

An invoice will be raised as a compensation event for the cancellation charge and will be sent to customers and XAIS-PTS Ltd reserves the right to withhold any certificate until payment is settled.

### **Non-Payment**

Non-payment of invoices which require payment in advance of the assessment date may result in the assessment being cancelled or rescheduled by XAIS-PTS Ltd and is considered as a cancellation of the assessment by the customer and the cancellation policy will apply.

XAIS-PTS Ltd reserves the right, in extenuating circumstances to cancel or reschedule any scheduled / pre-booked audit / assessment activity. In these cases, XAIS-PTS Ltd will be responsible for its own costs associated with the cancelled or rescheduled assessment. XAIS-PTS Ltd accepts no liability for any costs incurred by the customer themselves in relation to any assessment cancelled or rescheduled by XAIS-PTS Ltd in this way.

### **Reinstatement Fee**

Where a customer's certification is suspended for financial reasons e.g. late payment of invoices, a fee will be charged for reinstating the accreditation when the debt has been settled.

Where a customer's certification is restored following suspension as per section 18 Certificate and / or UKCA mark suspension or withdrawal a fee will apply for re-instatement. The client agrees to meet the extra costs relating to such visits. Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote.

### **Invoicing**

Invoices are raised in sterling and are due and payable in full. Invoices are raised and sent via email and may be raised in stages, for example where XAIS-PTS Ltd conducts assessments / audits in stages / incurs additional travel, subsistence costs. Value Added Tax will be applied according to UK rules.

### **Payment terms**

Payment terms are strictly 30 days from the date of the invoice, all prices are subject to Value Added Tax, except where indicated that payment is required before any work is undertaken. For customers who are required to pay in advance of any work undertaken, invoices will be issued as soon as work is scheduled.

Fees from initial application to recommendation of certification (all site visits / report completed) must be paid in full, and before certification is granted.

Certificates / UKCA mark shall not be issued unless XAIS-PTS Ltd has received payment in full.

All fees paid XAIS-PTS Ltd are strictly non-refundable.

We are committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to the Certification Manager within 30 days of the date of the fee note. If no query is raised within this period the fee will be due and payable without any right of further explanation, amendment, or dispute.

We reserve the right to charge interest for late payment under the Late Payment of Commercial Debts (Interest) Act at a rate of 1.5% per month, calculated from the date of presentation of the invoice and to include charges for any costs of recovery, which will be added to and payable with any invoiced amounts due. We also reserve the right to stop work and terminate certification on financial grounds if payment of any fees billed is unduly delayed.

### **Payment Methods**

We accept electronic payment via bank transfers, please refer to your invoice for XAIS-PTS Ltd bank details or credit card payments by phone. You can make a payment by phone by calling the Finance Department at the Registered office number at the end of this document.

### **Applicable law**

Unless otherwise stated, our engagements are governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagements.

Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum or claim that those courts do not have jurisdiction.

If any provision in this Standard Terms and Conditions or any associated engagement letter, or its application, are found to be invalid, illegal, or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

### **Complaints Procedure**

If you wish to complain to XAIS-PTS Ltd, an investigation will be undertaken and will be in accordance with the Complaints Procedure, details of which are available on request. The right to appeal against a decision is contained in the Terms and Conditions and the process governing appeals is set out in the XAIS-PTS Ltd Appeals Procedure, a copy of which is available on request. An appeal will need to be submitted in writing to The Managing Director within one month of the date of the

decision. Notwithstanding a customer's right to appeal a certification decision, a customer retains the obligation to pay XAIS-PTS Ltd for any work done in accordance with the payment terms as set out in this document.

## **25 COPYRIGHT**

XAIS-PTS Ltd is the owner of all documents (policies, procedures, processes, agreements, certificates, UKCA mark etc) supplied to the client. The client can then use documents exclusively under the certification agreement signed with XAIS-PTS Ltd. The client is not allowed to photocopy, reproduce, or republish documents without prior written agreement from XAIS-PTS Ltd. Certification documents shall if issued to others by the client shall be reproduced in their entirety.

## **26 LIABILITY**

If in providing information or service neither XAIS-PTS Ltd nor any of its personnel or sub-contractors warrants the accuracy of any audit / assessment, review or information supplied.

XAIS-PTS Ltd is not responsible and is excluded from any liability to any company, firm, organisation, or person, for any matters arising directly or indirectly from:

- The presence or absence of any patent, intellectual property or similar rights subsisting in the product/system or any other product/system
- The right of the Certificate holder to manufacture, supply, install, maintain, or market the product/system
- Individual installations of the product/system, including their nature, design, methods, performance, workmanship, and maintenance
- Any works and constructions in which the product/system is installed, including their nature, design, methods, performance, workmanship, and maintenance
- Any loss or damage, including personal injury, howsoever caused by the product/system, including its manufacture, supply, installation, use, maintenance, and removal.

Except as stated in this document XAIS-PTS Ltd nor any of its personnel or sub-contractors shall not be liable for any loss, expense or damage howsoever sustained by any company, client, or person due to any act whatsoever taken by XAIS-PTS Ltd its employees or sub-contractors save to the extent that any attempted exclusion of liability would be contrary to law.

XAIS-PTS Ltd use due skill, care, and diligence in preparing its Certificates, but no warranty is provided.

## **27 INDEMNITY**

The client will indemnify XAIS-PTS Ltd against any claims or losses suffered by XAIS-PTS Ltd as a result of misuse by the client of any approval or registration given to the client by XAIS-PTS Ltd under their rules of assessment.

## **28 CHANGES TO TERMS AND CONDITIONS**

XAIS-PTS Ltd reserves the right to change these rules without prior notification.

## **29 AGREEMENT**

By signing the Application Acceptance Form and providing (if applicable) purchase order detail you as an authorised signatory on behalf of your organisation accept all the Terms and Conditions set in this document and confirm to comply with all points, payment, terms and conditions.

XAIS-PTS Limited  
February 2025

### **Registered Address:**

Britannia House  
Rough Hey Road  
Grimsargh  
Preston  
PR2 5AR

**Contact:**

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