

# XAIS-PTS Limited

## **Granting, Refusing, Maintaining, Renewing, Suspending, Restoring or Withdrawing Certification or Expanding or Reducing the Scope of Certification**

### **Introduction**

XAIS-PTS follow the criteria as specified in International Standards for a Certification Body recognised as competent and reliable in the operation of Management Systems.

### **Granting Certification**

On completion of the applicable Stage 2 / XAIS-PTS PAS Stage the audit the Lead Auditor issues a report to XAIS-PTS Head Office along with recommendation for approval which will be submitted for impartial independent review. XAIS-PTS 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 directory of certified clients, which is available to the public via the XAIS-PTS website or on request. NB: the Directory remains the sole property of XAIS-PTS.

Each Certificate of Registration defines the Scope of Registration.

The Certificate of Registration is personal to the Company who must not give permission for it to be used by a third party.

Registration is on an annual basis subject to continued compliance with the Standard following a successful annual/bi-annual surveillance visit. Certificates remain the property of XAIS-PTS Ltd.

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

### **Refusing Certification**

XAIS-PTS shall identify when the clients request for certification / UKCA marking / technical assessment includes a type of product or a normative document or a certification scheme with which XAIS-PTS has no prior experience. Through the process of the review of application XAIS-PTS shall consider requests and decline to undertake certification / UKCA marking / technical assessment activity:

- if any known difference in understanding between XAIS-PTS and the applicant client cannot be resolved or
- XAIS-PTS does not have the competence and capability to perform the required certification activity or
- the request is outside XAIS-PTS's scope of accredited activities or
- has obtained knowledge from other notified bodies or
- the applicant client is a Certification Body
- XAIS-PTS does not have adequate product liability insurance provision for client requirements
- XAIS-PTS cannot ascertain if the product has previously been applied for through an ETA

XAIS-PTS shall retain records of the justification for the decision not to undertake the audit are maintained.

### **Maintaining Certification**

After the issue of a certificate, to maintain registration, visits will be carried out at the client's premises at least once per year. Further visits may be carried out if areas of concern are identified, or if any changes / circumstances occur which significantly affect the registration. The client agrees to inform XAIS-PTS and XAIS-PTS reserves the right to re-audit if necessary, the client agrees to meet the extra costs relating to such increased visits.

### **Renewing Certification**

A re-certification audit is required every three years. 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

### **Suspending Certification**

#### **XAIS-PTS Initiated Suspension or withdrawal**

XAIS-PTS shall suspend or withdraw certification –

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When a clients management system has persistently or seriously failed to meet the certification requirements, including requirements for the effectiveness of the management system.  
The client does not allow surveillance or recertification audits to be conducted at the required frequencies  
The client has voluntarily requested a suspension

The client shall be notified in writing of such a decision in writing by XAIS-PTS Certification Management responsible for the client. The letter shall state what is intended for suspension or withdrawal, the reason(s) and additional actions required. XAIS-PTS shall allow 30 days for the client to respond before suspension is implemented. The client may provide appropriate corrective action that is acceptable to XAIS-PTS, accept the suspension or withdrawal or appeal the decision.

When a decision on suspension / withdrawal has been made, that suspension / withdrawal shall remain effective until the appeal process is completed and a decision has been reached. If the client fails to take action within the 30 days withdrawal of the certification shall be immediate.

Suspensions are intended to be temporary. Suspensions shall be processed as withdrawals if re-certification is not completed by the next assessment date or within a 6 month period, whichever comes first.

Whilst suspended (in full or in part) the client loses the privilege of delivering the certified activities for the portion of the scope suspended. The letter of suspension details the restrictions imposed on the client as a result of the suspension.

The client must refrain from promoting certification status of its certification during suspension / withdrawn activities in any promotional materials, letterhead, or any other documents or media. The client shall also remove any displayed certification certificate on its premises

XAIS-PTS shall make the suspension or withdrawal status of a client publicly accessible and in addition where other parties are involved such as regulatory bodies, those shall also be notified by XAIS-PTS of the changes in the certification scope and shall take any other measures it deems appropriate during client suspension / withdrawal.

Failure to resolve issues that caused certification to be suspended in the established time frame shall result in withdrawal or reduction in scope of certification.

### **Voluntary Suspension or withdrawal**

A XAIS-PTS certified client may voluntarily suspend or withdraw all or part of its certification at any time by providing written notice to XAIS-PTS. Requests must clearly state what is to be suspended or withdrawn and should indicate the reasons for the change. Requests will normally be processed within 10 days. Any fees / monies due shall be payable to XAIS-PTS at this time.

XAIS-PTS shall take necessary actions and modifications to formal certification documents, public information, authorisations for use of marks etc, in order to ensure the suspension / reduction / withdrawal is clearly communicated and details clearly specified in its documentation and public information.

### **Immediate Suspension by XAIS-PTS**

An immediate suspension (partial or full) of a client imposed by XAIS-PTS when there is evidence to support that one or a number of critical non-conformances have been found or a client has declined and additional surveillance by XAIS-PTS. The client can appeal the decision for an immediate suspension according to the appeal process

### **Restoring Certification**

XAIS-PTS 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 shall result in withdrawal or reduction of the scope of certification.

## **Withdrawing Certification**

Following an unsuccessful assessment of a company's management system to the relevant standard or specification, the certificate of registration may be withdrawn due to;

- (i) failure to respond to requests by XAIS-PTS after suspension of certificate
- (ii) failure of a client to settle financial accounts
- (iii) clients request

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

The client must refrain from promoting certification status of its certification during withdrawn activities in any promotional materials, letterhead, or any other documents or media. The client shall also remove any displayed certification certificate on its premises

XAIS-PTS shall make the withdrawal status of a client publically accessible and in addition where other parties are involved such as regulatory bodies, those shall also be notified by XAIS-PTS of the changes in the certification scope and shall take any other measures it deems appropriate during client withdrawal.

## **Expanding Certification**

This may be applied for in the same way as the initial audit, indicating the changed scope of registration, change or name or address, additional standards / products or other changes required. An audit may be required to verify the changes or additions. If successful a new certificate indicating the scope will be issued by XAIS-PTS. There will be a charge for any changes which involve the re-issue of a certificate. All advertising matter must be amended if the scope of certification is reduced.

## **Reducing Certification**

XAIS-PTS shall reduce the clients scope of certification to exclude the parts not meeting the requirements

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When a clients management system has persistently, or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

A XAIS-PTS certified client may voluntarily reduce part of its certification at any time by providing written notice to XAIS-PTS. Requests must clearly state what is to be withdrawn and should indicate the reasons for the change. Requests will normally be processed within 10 days. Any fees / monies due shall be payable to XAIS-PTS at this time.

XAIS-PTS shall take necessary actions and modifications to formal certification documents, public information, authorisations for use of marks etc, in order to ensure the withdrawal is clearly communicated and details clearly specified in its documentation and public information.

## **Transfer of Certification**

On receiving an enquiry for certification a Contract Review will be undertaken based on the information supplied to us by the applicant organisation. XAIS-PTS will prepare a quotation detailing audit cost. On acceptance of this quotation the client will be required to sign the Application Acceptance Form and send it to XAIS-PTS together with payment of the certification/registration costs. Arrangements will then be made to undertake the assessment in line with XAIS-PTS's procedures and terms and conditions.

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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. Should each site request an agreement can be arranged that reference or link to one another.

For applications to transfer registration XAIS-PTS will follow the above procedure and also during the contract review process will establish contact with the clients 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.

### **UKCA Assessment**

XAIS-PTS shall follow all details as required within 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 / regulations for any clients scope of assessment not meeting the requirements.