



Terms and Conditions of Business

Scope

Unless indicated otherwise these terms and conditions apply to customers seeking or holding UKAS accreditation and to those activities in connection with a UKAS recommendation for appointment to undertake regulatory conformity duties.

FEE STRUCTURE

Application Fee

The first step when seeking accreditation is to submit a completed application form and the application fee so that we can begin consideration of the applicant's readiness for accreditation. Once accredited or recommended, no further application fee is payable for subsequent extensions of scope within a standard or for additional accreditations or recommendations under the same or any other regulatory recommendation.

The fee is not refundable if the applicant withdraws.

Pre-assessment and Initial Assessment Work

Pre-assessment or initial assessment work is that required for the grant of accredited status under a standard separate from any currently held.

Surveillance and Re-assessment Work

Once accredited, customers will be provided with a four-year programme giving an estimate of the quantity of effort for preparation, assessment, overseas travel and measurement audit work (where applicable). Thereafter, customers will be advised of any revised effort brought about by, for example, an extension of scope.

All other work, including the clearance of any nonconformities identified as a result of an assessment, whether this involves extra visits or not, will be subject to an additional charge.

Extension to Scope

Organisations wishing to extend their accreditation or recommendation must complete an appropriate application form for the appropriate category available from our website. Where additional assessor, expert or administration time is involved a separate charge will be made.

Units of Time

Rates for our services will be calculated in days, half days or quarter days per person. We will not bill our time for journeys wholly within the United Kingdom. If the working day is unduly prolonged, an additional half or quarter day per person may be charged.

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Annual Accreditation Fee

Apart from the fees for assessment work above, there is an annual charge for maintaining accredited or recommended notified body status.

Technical Supplement

Where a customer's speciality or other circumstances require us to use specialist assessors, we reserve the right to pass on to the customer any excess charges we incur.

Expenses

We will re-bill to customers any travel and other out of pocket expenses at cost. A guide to the level of expenses for employees and subcontracted staff is set out below.

Measurement Audits

Measurement audits are priced individually and are billed when completed.

Cancellation 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.

Reinstatement Fee

Where a customer's accreditation 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.

Fee for non-electronic mailing and hard copy

This fee will be billed at the start of the year to all customers who have not enabled us to communicate with them technically and financially by electronic means or who have indicated they do not wish us to do this. Hard copy communication may still be used at UKAS' discretion.

PAYMENT TERMS AND CONDITIONS

Quotations

Customers are entitled to quotations before work begins. Once work has started, the customer is deemed to have accepted the quotation and is committed to paying for the quoted quantity of effort and any out of pocket costs.

Although we will try to carry out the job within the effort allowed by the quotation, we reserve the right to agree and bill for a different quantity if this is what is actually worked.

Invoices

Invoices are raised in sterling and are due and payable in full. Value Added Tax will be applied according to UK rules.

Terms of payment are 30 days from the date of invoice. Non-UK customers may be asked for payment of estimated fees before any work is undertaken.

Fees up to and including initial assessment must be paid before accreditation is granted.

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Payment Methods

We accept cheques and BACS.

PRICE LIST

Revisions

Our prices are reviewed annually and are subject to amendment at any time. Current rates are published on our web-site and in UKAS *Update*. The following prices are effective from 1 April 2011.

Application Fee

The fee is £1200 plus VAT

Daily Rate for Pre and Initial Assessment Work

The daily rate for pre-assessment and initial assessment work towards a customer's first grant of accreditation or recommendation of Notified Body Status is £965 plus VAT.

Daily Rate for Other Work

The daily rate for all other services, unless otherwise agreed, is £726 plus VAT.

Annual Accreditation Fees

A single fee is charged for each organisation on our records at 1 April or subsequently accredited for the first time. This is billed on the 1st October 2011 for all organisations.

If accredited to EN45011, ISO 14065, ISO/IEC 17024, ISO/IEC 17021, or EC Regulation Number 1221/2009 EMAS the fee is £2,200 plus VAT.

For all other organisations the fee is £150 plus VAT.

Note: Where there is no annual surveillance visit in a financial year (April thru March), the fee is still payable unless the organisation was granted its first accreditation after 30 September of that year. The fee is payable and will be billed separately if the scheduled visit is delayed into the following year, but no more than one fee will be charged in any financial year.

Measurement Audit

The current price for each audit test will be given on request.

Reinstatement Fee

The fee for reinstatement of accreditation after suspension is £1000 plus VAT.

Fee for hard copy

The fee for hard copy is £500 plus VAT per year.

CANCELLATION POLICY

Visits will normally be booked three months in advance.

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If a customer agrees the date of a visit and then cancels or postpones it, there will be a cancellation charge of 25% of the fee if the cancellation or postponement is 30 or more days from the agreed date, and 100% of the fee if it is within 30 days.

In all cases, any non-refundable travel or subsistence costs that have been expended will be recovered from the customer at cost price.

An invoice for the cancellation charge will be sent to the customer and we reserve the right to withhold any grant, maintenance or renewal of accreditation until it is settled.

GUIDELINES FOR BILLABLE TRAVEL COSTS

Mode of Travel

A private or hire car should be used when it offers advantages in working or travel time and cost over other modes of transport. The standard of travel is normally economy air travel on short haul or premium economy on medium haul and standard class rail unless special circumstances justify the additional cost of other classes.

The following items are reimbursable by the company and will be re-billed:

- Mileage at the standard rate set by the company for all journeys. From 01 April 2011 the rate is 45p per mile.
- Parking charges: airport parking at long stay rates: overnight garage accommodation
- Hire of a car up to 1800cc e.g. to reach a customer from an airport.
- Accommodation in a single room in a hotel of a reasonable standard (3 star).
- After travelling long haul by economy class flights, one rest day (the first whole day after arrival) may be billed. Rest days are not normally billed when travelling business class.
- Trapped weekend days are not generally billed. Accommodation and meals are billed as normal.

UKAS' Registered Certification Marks

[Note: UKAS certification marks are not applicable to regulatory assessment recommendations]

REGULATIONS FOR USE

Regulations relating to the use of UKAS' Certification Marks registered in class 42 and 45 of Schedule 2 of the Trade Marks Act 1994:

List of Marks covered in Class 42:

In application number 2326190

- UKAS Information Security Management
- UKAS Personnel Certification
- UKAS Environmental Management
- UKAS Quality Management
- UKAS Product Certification

In application number 2326191

- UKAS Proficiency Testing
- UKAS Testing
- UKAS Calibration

In application number 2626193

- UKAS Inspection

List of Marks covered in Class 45:

In application number 2458714

- UKAS Reference Materials

In application number 2458716

- UKAS Food Safety Management

In application number 2458717

- UKAS Medical

In application number 2458718

- UKAS Management Systems

A pictorial representation of the marks is set out below.

1 Persons and bodies authorised to use the Marks

The licence to use one or more of these certification trade marks will be granted by UKAS without discrimination to any person or body whom UKAS accredits as conforming to the standard, for as long as the services meet the required standard and as long as the licensee complies with the regulations governing the use of the mark(s) in question, and fulfils the terms of his Agreement with UKAS.

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The registers of authorised users is available on the following web-sites
<http://www.ukas.com/> and <http://www.ukas.org/>.

2 Conditions for use of the National Accreditation Logo and Symbols

UKAS holds the right to the logo and symbols under licence from the **Department for Business, Innovation and Skills' (BIS)** The Department obliges all users of the logo and symbols to comply with its general "The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations" as set out in its document URN 09/1090, a current copy of which is available from UKAS or is accessible on the web-site www.ukas.com under "Information Centre/Publications List". Users of the Marks must comply with the current conditions set out in this document.

3 The characteristics to be certified by the Marks

The characteristics to be certified by the users of the marks are conformity with one or more standards relating

under application 2326190 to attestation services, information security management systems, personnel systems, environmental management systems, and product quality management systems;

under application 2326191 to proficiency testing services, product testing services and calibration services;

under application 2326193 to inspection services.

under application 2458714 to the accreditation of the competence of organisations in the field of reference material providers.

under application 2458716 to the accreditation and certification of the competence of organisations in the field of food safety management.

under application 2458717 to the accreditation of the competence of organisations in the field of medical testing.

under application 2458718 to the accreditation of the competence of organisations in the field of management systems certification.

4 How the certifying body tests those characteristics

This is outlined in Paragraph 1 of the UKAS Agreement to which all new customers of UKAS must subscribe or in the forerunner of this Agreement where this persists.

5 How the certifying body supervises the use of the Marks.

This is outlined in Paragraph 1 of the UKAS Agreement to which all customers of UKAS must subscribe.

6 The fees to be paid in connection with the Mark(s)

The obligation to pay the applicable fees for accreditation is set out in Paragraph 2.12 of the UKAS Agreement to which all new customers of UKAS must subscribe.

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The current fee structure and prices for existing accredited organisations or bodies who are mark holders and fees for new applicants are set out in UKAS website, www.ukas.com, under “Terms and Conditions”. Prices are reviewed annually.

A copy of these terms and conditions is annexed to these certification regulations.

7. The procedure for resolving disputes

The right of an accredited body to appeal against an accreditation decision is contained in Paragraph 7 of the UKAS Agreement and the regulations governing appeals are set out in the UKAS Appeals Procedure and can be found on the web-site under “About Accreditation/Appeals Process”.

8 Amendment of these regulations

These regulations will not be altered without the prior consent of the Registrar of Trade Marks.

9. Pictorial representation of the Marks covered by the regulations.

These are available under URN 09/1090 as referenced above in 2.

For guidance on colouring, size and permitted usages see the “Conditions for use”.