



Standard Terms of Business (Effective from 1st April 2018)

Scope

Unless indicated otherwise the standard terms of business apply to customers seeking or holding United Kingdom Accreditation Service Ltd (“UKAS”) accreditation.

The standard terms of business for Imaging Services and Physiological Services accreditation, Clinical Pathology Accreditation (UK) Ltd (“CPA”) customers are not within the scope of this document.

Fee structure and definitions

The price list that is effective from 1 April 2018 is on page 6 of this document. Our prices are reviewed annually and are subject to amendment at any time.

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, no further application fee is payable for subsequent applications for accreditation to additional standards, or extensions of scope within a standard.

The fee is payable in advance of the application review process and 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 office, 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 nonconformity identified as a result of an assessment, whether this involves extra visits or not, will be subject to an additional charge over and above the quotation. Your assessment manager will advise you of the additional time to be charged during or reasonably soon after the assessment visit.

Extension to Scope

Organisations wishing to extend their accreditation must complete an appropriate application form for the appropriate category available from our web-site. Additional assessor, expert or administration time is required to process and assess an extension to scope and a separate charge will be made.

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Technical Assessment Resource Supplement

Where a customer's speciality or other circumstances require us to use specialist assessors or experts with a day rate above £600 per person per day, we reserve the right to pass on to the customer any excess charges we incur.

Measurement Audits and non-accreditation work

Measurement audits and other non-accreditation related work are priced individually.

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.

Travel Rechargeable Time

Total travel time to reach assessment destinations outside of the United Kingdom and/or offshore work which is based in the UK will be charged at the relevant day rate in days, half days or quarter days per person. For the purposes of calculating total travel rechargeable time, United Kingdom will include the Crown Dependencies where the total travel time is less than 3 hours.

UKAS reserves the right to charge for travel time for an assessment resource to travel from outside of the UK to conduct an assessment in the UK, where that assessment resource is specifically required by the customer.

Trapped weekend days are not generally billed. However, assessment team expenses for trapped days will be billed (see page 6 for current Travel & Subsistence rate).

Annual Accreditation Fee

Apart from the fees for assessment work above, some organisations will be subject to an annual accreditation fee. For information on when this charge will be applicable and how it will be charged please refer to the price list on page 6.

Expenses

See details in the price list on page 6.

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.

Surveillance and Reassessment visits will normally be booked and agreed with the customer three or more months in advance. Other assessments, including witnessed assessments associated with surveillance and reassessment visits are booked at shorter notice.

Cancellation charging policy is as follows;

Visit postponed / cancelled by customer	Charge
Within 14 days of issue of the quotation	No charge
30 days or more before the start date of the visit	25% of the fee
Within 30 days of the start date of the visit	100% of the fee

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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 customers and UKAS reserves the right to withhold any grant, maintenance or renewal of accreditation until it is settled.

Non-payment of invoices which require payment in advance of the assessment date on the due date of the invoice is considered as a cancellation of the assessment by the customer and the cancellation policy will apply.

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

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.

Quotations

Customers are entitled to quotations before work begins and are required to confirm their acceptance of the quotation within 14 days of the date of issue. 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 expenses.

Although we will endeavour 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. Accordingly, it is in customers' interests to ensure that their records and evidence are of the agreed standard. Any nonconformities that are identified during an assessment will require additional effort and therefore will result in additional charges.

Invoicing

Invoices are raised in sterling and are due and payable in full, are raised in electronic format and sent via email and, may be raised in stages, for example for lengthy projects or in relation to overseas work where UKAS incurs substantial travel costs in advance of visits.

Value Added Tax will be applied according to UK rules. Any non-UK taxes and all other transaction charges relating to the payment remain the responsibility of the customer.

Payment Terms

For UK customers, our standard payment terms are 30 days from the date of the invoice, except where indicated that payment is required before any work is undertaken. We reserve the right to withdraw credit, (for example in cases of bad credit or payment history) in which case payment is required in advance of any work being undertaken.

For non-UK customers, UKAS' standard business terms are for payment before any work is undertaken.

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For customers who are required to pay in advance of any work undertaken, invoices will be issued as soon as work is scheduled and no more than four months in advance of the day that work is to be undertaken.

Fees up to and including initial assessment and any associated supplementary or close out work must be paid before accreditation is granted.

We are committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to the invoicingteam@ukas.com and copy financehelpdesk@ukas.com within 30 days of the date of the fee note. If no query is so 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 1998 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 accreditation on financial grounds if payment of any fees billed is unduly delayed.

Payment Methods

We accept electronic payment via bank transfers and or credit card payments by phone. You can make a payment by phone by calling Finance on 01784 429003.

Call Recording

Your calls to UKAS and calls from UKAS to you may be recorded for training and quality purposes. UKAS may also use recorded calls for the purpose of handling complaint procedures.

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 of Business 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

In the event that a customer wishes to complain to UKAS, any investigation undertaken will be in accordance with the [Customer Feedback](#) process, details of which are available on the UKAS website.

The right of a customer to appeal against an accreditation decision is contained in Section 10 of the UKAS Agreement and the process governing appeals is set out in the UKAS [Appeals Procedure](#), a copy of which can be found on the UKAS website. An appeal will need to be submitted in writing to UKAS' Business Development Director (or nominated person) within one month of the date of the decision. Notwithstanding a

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customer's right to appeal an accreditation decision, a customer retains the obligation to pay UKAS for any work done in accordance with the payment terms as set out in this document.

Rules for the Use of UKAS' Accreditation Symbols

UKAS has protected its accreditation symbols by registering them as Trade Marks in accordance with the Trade Marks Act 1994. The following accreditation symbols are currently registered as Trade Marks:

UKAS Personnel Certification
UKAS Product Certification
UKAS Proficiency Testing Provider
UKAS Testing
UKAS Calibration
UKAS Inspection
UKAS Reference Materials Producer
UKAS Medical
UKAS Management Systems
UKAS Verification

Persons and Bodies Authorised to Use the Accreditation Symbols

The licence to use one or more of the UKAS accreditation symbols will be granted by UKAS without discrimination to those conformity assessment bodies who are accredited to one or more of the accreditation standards, on condition that they continue to meet the requirements of these standard(s), the regulations governing the use of the symbols, and fulfil the terms of their Agreement with UKAS.

A current list of those conformity assessment bodies accredited by UKAS and authorised to use the accreditation symbols is available on the following web-site www.ukas.com

Conditions for the Use of the National Accreditation Logo and Symbols

UKAS holds the right to the logo and symbols under licence from the Department for Business, Energy and Industrial Strategy (BEIS). BEIS obliges all users of the logo and symbols to comply with "*The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations*", a current copy of which is available from UKAS or is accessible on the web-site at www.ukas.com under "Services/Publications". Users of the symbols must comply with the current conditions set out in this document.

Pictorial Representation of the Symbols

These are available under *The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations* as referenced above.

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

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UKAS Price List¹ from 1 April 2018

All prices are subject to Value Added Tax at the applicable rate

Pre and initial assessments for new customers	GBP 1,144 per man day
Standard assessment day rate	GBP 892 per man day
Travel and Subsistence	GBP 202 per site and billable travel day per person
Non-'UK Domestic'² Flights	Charged at actual cost ³
Technical Supplement where third party assessor fees exceed GBP 600 per man day	Excess over GBP 600 will be charged (unchanged)
<u>Annual Accreditation Fees:</u>	
Annual Accreditation Fee for organisations⁴ accredited to: ISO/IEC 17065, ISO 14065, ISO/IEC 17024, ISO/IEC 17021 or EMAS Regulation 1221/2009	GBP 2,175
Annual Accreditation Fee Supplement for all organisations with a Head Office or Critical location based outside of the United Kingdom	GBP 742
Annual Accreditation Fee for organisations⁴ accredited to ISO/IEC 17025, ISO/IEC 17020, ISO/IEC 17043, ISO 15189 or ISO Guide 34/ISO17034	GBP 0
<u>Miscellaneous Charges:</u>	
Application fee for new customers	GBP 1,500 (unchanged)
Invoice surcharge for organisations with head office based outside of the European Union	10%
Cancellation charges	Policy unchanged
Measurement audit tests	Prices on application
Fee for Reinstatement of Accreditation following Financial Suspension	GBP 1,000 (unchanged)
Ancillary Expenses (e.g. translation costs)	Charged at actual cost

¹ A different pricing structure applies to ISAS, IQIPS. A 13% discount on the initial and standard rate will apply to UK headquartered Medical laboratories transferring from CPA

² Flights that either originate and/or terminate in a country that is not the United Kingdom (including Crown Dependencies where the flight time exceeds 3 hours)

³ The standard of air travel is normally economy on short haul, premium economy on medium haul and business class on long haul (i.e. flights of more than 7 hours, including connecting flights without an overnight stopover)

⁴ Organisations with multiple accreditations pay a single annual fee at the highest applicable rate. Annual accreditation fees are invoiced in July

DATA PROTECTION & SECURITY SCHEDULE**1. Definitions**

In this schedule to the Standard Terms of Business, the following definitions shall apply:

- 1.1 **Agreement** means these Standard Terms of Business;
- 1.2 **Data Controller, Data Subject, Personal Data, Process, Processes, Processing** shall have the meanings given to them in the Data Protection Legislation;
- 1.3 **Customer Personal Data** means any personal data provided to UKAS by a customer or prospective customer, or on a customer's behalf, for the purpose of providing our services to you pursuant to this Agreement;
- 1.4 **Data Protection Legislation** means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation as applicable, Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or the "**GDPR**") and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);
- 1.5 **Data Protection Regulator** means the UK Information Commissioner's Office, the European Data Protection Board or any successor body to either regulator from time to time and any other regulator or supervisory authority with jurisdiction over either party;
- 1.6 **Discloser** means the party disclosing Customer Personal Data to the Recipient;
- 1.7 **Privacy Notice** means the notice containing the information required to be provided to a Data Subject by the Data Protection Legislation;
- 1.8 **Purpose(s)** means the purposes for which Customer Personal Data is Processed under or in connection with this Agreement, as further set out in [UKAS' Privacy Notice](#);
- 1.9 **Recipient** means the party receiving Customer Personal Data from the Discloser;
- 1.10 **Schedule** means this Data Protection & Security Schedule which forms part of the Agreement;

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- 1.11 **Security Breach** means an actual, suspected or threatened event that affects the confidentiality, integrity, availability and/or resilience of the customer personal data, the systems on which it is processed, and/or the services through which it is accessed, including (without limitation) a 'personal data breach' as defined in data protection legislation;
- 1.12 **Special Categories of Personal Data** means personal data revealing racial or ethnic origin, political opinions, sex life or sexual orientation, religious or philosophical beliefs and trade-union membership. It also includes processing of genetic and biometric data used to uniquely identify a natural person and data concerning health;
- 1.13 **Third Party Recipients** means the third parties as set out in clause 3.3 of this Schedule and UKAS' Privacy Notice which can be found [here](#);
- 1.14 **UKAS or We or Us** means the United Kingdom Accreditation Service Ltd;
- 1.15 **You or your** means customers or prospective customers of UKAS.

2. Data Protection

- 2.1 For the purposes of this Agreement, both UKAS and You are a data controller. You will be the Discloser and UKAS will be the Recipient of Customer Personal Data.
- 2.2 Each party shall Process the Customer Personal Data in accordance with the Data Protection Legislation.
- 2.3 In relation to the Customer Personal Data, the Discloser shall ensure that:
- 2.3.1 the Customer Personal Data has been obtained by it and transferred to the Recipient, in accordance with the Data Protection Legislation;
- 2.4 in particular:
- 2.4.1 the Customer Personal Data is accurate and up to date;
- 2.4.2 it has provided Data Subjects with a Privacy Notice on its own behalf and on behalf of the Recipient that allows the Recipient to Process the Customer Personal Data for the Purposes; and
- 2.4.3 to the extent that consent of the Data Subjects is required:
- (a) it has obtained the consent of the Data Subjects to:

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- (i) its transfer of the Customer Personal Data to the Recipient; and
- (ii) the Processing of the Customer Personal Data for the Purposes by the Recipient; and
- (iii) it will immediately notify the Recipient in the event that a Data Subject withdraws or amends this consent.

2.5 Neither party shall Process Customer Personal Data for any purposes other than the Purposes.

3. Security

3.1 Without prejudice to clause 2.1 of this Schedule, the Discloser shall transfer Customer Personal Data using appropriate technical and organisational security measures including, but not limited to, using password protection when e-mailing Special Categories of Personal Data.

3.2 Without prejudice to clause 2.1 of this Schedule, the Recipient shall:

- 3.2.1 implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the Customer Personal Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.
- 3.2.2 ensure that employees who have access to Customer Personal Data have undergone training in the Data Protection Legislation and in the care and handling of Customer Personal Data;
- 3.2.3 not disclose any Customer Personal Data to any third party in any circumstances except as required or permitted by this agreement or Data Protection Legislation;
- 3.2.4 notify the Discloser promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected the Customer Personal Data ("Security Breach");
- 3.2.5 notify the Discloser promptly if it receives any request or enquiry from a Data Protection Regulator or Data Subject with regard to the Customer Personal Data;
- 3.2.6 take reasonable steps to ensure the reliability of any of its employees, agents and contractors who have access to the Customer Personal Data;

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- 3.2.7 ensure that only those of its employees, agents and contractors who need to have access to the Customer Personal Data are granted such access to the Customer Personal Data and only for the Purposes; and
- 3.2.8 ensure that the employees, agents and contractors who, in accordance with clause 3.2.7, have access to the Customer Personal Data:
- (a) are informed of the confidential nature of the Customer Personal Data and are subject to appropriate contractual obligations of confidentiality;
 - (b) undergo training in Data Protection Legislation and in the care and handling of Personal Data; and
 - (c) comply with the obligations set out in this Schedule.
- 3.3 In order to provide our services, UKAS may disclose the Customer Personal Data to UKAS group companies, regulatory bodies or other third parties including but not limited to, Accreditation Scheme owners, our Financial Auditors, our Peer Evaluators and other third parties as set out in our [Privacy Notice](#) ("**Third Party Recipients**").
- 3.4 In the event Third Party Recipients are located outside of the European Economic Area, UKAS will take further actions to ensure that the transfer is subject to adequate safeguarding measures and in compliance the Data Protection Legislation.
- 3.5 Parties shall cooperate with each other and take such reasonable commercial steps or provide such information as is necessary to enable the other party to comply with the Data Protection Legislation in relation to the Customer Personal Data.
- 3.6 A breach of this Schedule shall be deemed a material breach of this agreement.
- 3.7 At all times during the terms of the Agreement, You shall indemnify UKAS and keep UKAS indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by UKAS arising from any breach of the obligations You have under this Schedule except and to the extent that such liabilities have resulted directly from UKAS' instructions.

Should you require any further details regarding this Schedule or our Privacy Notice, please contact our Privacy and Data Compliance Officer (Georgia Alsop) via the following contact details:

Post: United Kingdom Accreditation Services Limited, 2 Pine Trees, Chertsey Lane, Staines-Upon-Thames, TW18 3HR
E-mail: DataProtection@ukas.com
Telephone: +44 (0) 1784 429000