

Standard Terms of Business

(Including prices effective from 01 April 2025)

Scope

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

Fee Structure and Definitions

The <u>price list</u> is on page 8 of this document. Our prices are reviewed at least annually and are subject to amendment at any time.

Application Fee

When seeking accreditation, an applicant organisation must submit their completed application form on the UKAS website. After initial screening by UKAS, the customer will pay the standard application fee, at which point, they will receive their log-in details for the UKAS Portal where they will submit their full application, detailing their accreditation scope requirements, and will sign the standard UKAS agreement electronically, so that UKAS can begin consideration of the applicant's readiness for an assessment.

UKAS will conduct an initial application scoping call and if the application is accepted UKAS will assign an Assessment Manager to evaluate the customer's readiness for an assessment, using the "UKAS Readiness Evaluation" scoring tool in the UKAS Portal. This process is designed to help the customer select the best pathway for their journey to becoming accredited (i.e. proceed to initial assessment or opt for a pre-assessment in advance of an initial assessment).

The application fee is payable in advance of the application review process and is not refundable if the applicant withdraws. An additional application fee will apply to Customers who require additional cycles to evaluate their readiness for evaluation. The additional application fee will be charged at the UKAS standard day rate.

A new application must be submitted if the initial application for accreditation is not progressed by the customer within two (2) years of the initial date of application unless UKAS agrees that there are mitigating circumstances. Where a new application is required, a new application fee will apply.

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

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.

A customer that receives a low "readiness for assessment" score will be encouraged to consider a pre-assessment, to help them understand the gaps in their systems and controls that will need to be addressed so that a full initial assessment of their compliance to a standard can be conducted. This process is designed to help applicants for accreditation avoid incurring the costs of a premature and therefore unsuccessful initial assessment.

Surveillance and Reassessment Work

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

All other work, including the clearance of any nonconformity identified during an assessment, referred to as "close out effort" by UKAS, whether this involves extra visits or not, will be subject



to an additional charge over and above the initial quotation. The UKAS assessment manager will advise the customer of the additional time to be charged during or reasonably soon after the assessment visit.

Development Pilot Application Fees

Customers are required to apply to participate in a new accreditation development programme pilot. The standard application fee will apply. New customers will only be required to pay one application fee.

Extension to Scope (ETS)

Customers wishing to extend their scope of accreditation must complete the relevant electronic application form for the appropriate category available from the UKAS Customer Portal. Additional assessor, expert or administration time will be required to process and assess an extension to scope, and a separate charge will be made. An initial charge of half (0.5) days at the standard day rate will apply to schedule time for a UKAS Extension to Scope Co-ordinator to scope the effort for the ETS assessment. This initial charge is part of the overall effort relating to an ETS activity and will *not* result in an additional charge to customers who proceed with an ETS within twelve (12) months of the date of application. If a customer takes no action to progress an extension to scope application over a period of a year with no mitigating circumstances, UKAS reserves the right to withdraw the application.

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 £650 per person per day, UKAS reserves the right to pass on to the customer any excess charges incurred.

Non-accreditation Work

Non-accreditation related work will be priced individually.

Units of Time

Rates for our services are calculated in days, half days or quarter days per person. UKAS will not bill 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 United Kingdom 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, the United Kingdom will include the Crown Dependencies where the total travel time is less than three (3) hours.

UKAS reserves the right to charge for travel time for an assessment resource to travel from outside of the United Kingdom to conduct an assessment in the United Kingdom, 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 8 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 8.

Expenses

See details in the price list on page 8.

Scheduling of Assessments

Customers are assigned a profile month in which their assessment (or bulk thereof) will be conducted: in the case of witness assessments, e.g. for certification bodies, these will be



assigned a profile year. UKAS will endeavour to provide customers with more than one option for visit dates but where this proves difficult due to technical resource availability, customers will be required to accept the visit dates set by UKAS to ensure the level of surveillance required for the maintenance of a customer's accreditation can be provided.

UKAS will advise customers of their profile month at the point of granting accreditation and annually thereafter in the letter to the customer confirming their maintenance of accreditation. Customers are expected to plan resources accordingly as part of their proactive preparation for a visit. Customers are responsible for coordinating witness assessment visits that cover their full scope of accreditation and are required to contact the UKAS customer liaison team to provide suitable dates ideally three (3) to four (4) months in advance of a site assessment.

For practical reasons, minimum effort of one (1) day per person will apply for a single on-site witness assessment, to cover the cost of the "time to travel" for the assessment, enabling UKAS to secure the resources required for such an activity.

Cancellation Policy and Charges

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

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

Cancellation charging policy is as follows;

Assessment postponed / cancelled by customer	Charge
Within fourteen (14) days of issue of the quotation	No charge
(excludes assessments agreed with customers at short notice e.g. unannounced visits and witness assessments where the full cancellation fee applies)	
Thirty (30) days or more before the start date of the assessment	25% of the fee
Within thirty (30) days of the start date of the assessment	100% of the fee

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 (see price list on page 8).



Quotations

Customers will be provided a quotation before work begins and are required to confirm their acceptance of the quotation within fourteen (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 the 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, referred to by UKAS as "Close out effort", and therefore will result in additional charges. Quotations for "Close out effort" will usually be sent after the site visit when the effort required becomes known.

Late Submission of Evidence Against Nonconformities

The date for submitting evidence will be agreed between the customer and the assessment manager during the closing meeting of an assessment. The cancellation policy will apply where a customer submits evidence in relation to nonconformities later than the agreed dates, i.e. evidence submitted late may be treated as a "cancellation" where time set aside by UKAS for the review of such evidence cannot be reallocated.

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 the visit.

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 thirty (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 poor 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.

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 in full 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 invoice must be raised in writing to the invoicingteam@ukas.com 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 have a statutory right under the Late Payment of Commercial Debts Regulations 2013 to add interest and late payment at an annual rate of eight percent (8%) plus the Bank of England base rate, 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 invoices amounts due. We also reserve the right to stop work and suspend or withdraw 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.

Fair and Equitable Business Practice

UKAS expects all our customers to carry out their business in a fair and equitable manner such that UKAS and accreditation more generally are not brought into disrepute by association. UKAS expects all customers to comply with and take reasonable measures to ensure their clients comply with all relevant laws, regulations, and codes in relation to:

- anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010;
- anti-slavery and human trafficking including, but not limited to, the Modern Slavery Act 2015;
- equality, diversity, human rights and good relations including, but not limited to, the Worker Protection (Amendment of Equality Act 2010) Act 2023; and
- international sanctions issued by the United Kingdom or the United Nations including, but not limited to, Sanctions and Anti-Money Laundering Act 2018.
- The UKAS Behaviour Policy that is available on the UKAS website;

This policy affirms UKAS' commitment to providing a safe, respectful, and inclusive environment for its staff, representatives and business partners. UKAS expects its customers to adopt a behavioural code of conduct that demonstrates a shared belief that everyone deserves to be treated with courtesy, dignity and respect.

UKAS is dedicated to resolving concerns in a fair and professional manner and will respond to feedback, including helping customers, including any third parties, navigate the UKAS complaints and appeals processes where applicable.

Responding to Unacceptable Behaviours and or Business Conduct

If a customer engages in unacceptable behaviour and/ or business conduct UKAS reserves the right to take appropriate action, which may include:

- A verbal or written warning about their conduct, giving customers the opportunity to moderate their behaviour and/ or business practices.
- Restricting communication to specific channels or representatives.
- Refusing service, ending a call or asking the individual to leave our premises.
- Deleting unacceptable social media posts without a response and restricting further contact.
- Reporting serious incidents to law enforcement, for example suspected criminal activity.
 Decisions on safeguarding and disclosure will be taken on a case-by-case basis.

Complaints Procedure

In the event that a customer wishes to complain to UKAS, any investigation undertaken will be in accordance with the <u>Customer Feedback</u> process, details of which are available on the UKAS website.

The right of a customer to make a complaint or appeal an adverse accreditation decision relating to its desired accreditation status is contained in **Section 12** of the UKAS Customer Agreement, and the process governing appeals is set out in the UKAS Appeals Procedure, details of which can be found on the UKAS website. An appeal will need to be submitted in writing to UKAS' Accreditation Director (or nominated person) within one month of the date of the accreditation decision.



Notwithstanding a customer's right to make a complaint and/or appeal an adverse 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 the National Accreditation Symbols

UKAS has protected the national accreditation symbols by registering them as Trade Marks in accordance with the Trade Marks Act 1994. The following national 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 Validation & Verification

UKAS Biobanking

Persons and Bodies Authorised to Use the National Accreditation Symbols

The licence to use one or more of the national 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 conditions 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 national accreditation symbols is available on the UKAS website www.ukas.com.

Conditions for the Use of the National Accreditation Logo and Symbols

UKAS holds the right to the national accreditation logo and symbols under licence from the Department for Business and Trade (DBT) Under this licence DBT obliges all users of the national accreditation symbols to comply with Office for Product Safety and Standards (OPSS) "The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations", a current copy of which is available via the UKAS website at www.ukas.com under "Resources/Publications". Users of the national accreditation symbols must comply with the current conditions set out in this document.

Pictorial Representation of the National Accreditation Symbols

These are available within *The National Accreditation logo and symbols: Conditions for use by UKAS and UKAS Accredited Organisations* as referenced above. UKAS can provide the appropriate national accreditation symbol(s) in electronic format to customers who hold UKAS accreditation relevant to that symbol (contact info@ukas.com).

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

Call Recording

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



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.



UKAS Price List¹ from 01 April 2025

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

Pre and initial assessments for new customers	GBP 1,155 per person day (changed from 1,122)
Extensions to Scope assessments and any related witnesses	GBP 1,155 per person day (changed from 1,122)
Surveillance assessments and any related witnesses ²	GBP 1,102 per person day (changed from 1,070)
Travel and Subsistence, per site & per billable travel day	GBP 247 per person day (changed from 240)
Non-'UK Domestic' ³ Flights	Charged at actual cost ⁴
Technical Supplement where third-party assessor fees exceed GBP 650 per person day	Excess over GBP 650 will be charged (changed from 600)

Annual Accreditation Fee:

Annual Accreditation Fee for customers ⁵ accredited to: ISO/IEC 17065, ISO 14065, ISO/IEC 17029, ISO/IEC 17024 or ISO/IEC 17021	GBP 2,669 (changed from 2,591)
Annual Accreditation fee for customers ⁶ with significant international accreditation activities	GBP 910 (changed from 884)

Miscellaneous Charges:

Application fee for new customers	GBP 1,735 (changed from 1,685)
International Administration fee ⁶	10%
Cancellation charges	See policy
Fee for Reinstatement of Accreditation following Financial Suspension	GBP 1,000 (unchanged)
Ancillary Expenses (e.g. translation costs)	Charged at actual cost

¹ Discounts to the standard assessment day rates from 1 April 2025 as follows: 18% for IQIPS (unchanged) and 20% for DI (unchanged). Discounts are subject to review.

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² A minimum charge of one day per person will apply for site witnesses, to recoup technical and travel overheads associated with this activity.

³ 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).

⁴ The standard for 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).

⁵ Customers with multiple accreditations pay a single annual fee at the highest applicable rate. Annual accreditation fees are normally invoiced in July.

⁶ This fee is designed to recoup additional costs relating to, for example, exchange rate losses, bank charges relating to international transactions and/or unrecoverable withholding tax where organisations have Head Offices outside the UK.

⁶ This fee is designed to recoup technical and administrative overheads associated with assessing all customers, based in the UK or overseas, with significant operations outside the United Kingdom.



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, the Data Protection Act 2018 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, 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;
- 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:
 - (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;
 - 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.

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- 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 the United Kingdom and Northern Ireland, 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: <u>DataProtection@ukas.com</u> Telephone: +44 (0) 1784 429000