

General

Customers of Supply Chain In-Sites Ltd (SCI), identified by contract or application documents agree to the services as defined below, in accordance with these obligations and conditions, which may be revised.

Applications to participate in Certification Schemes are open to all organisations and producers with operations meeting the scope of the standard. Applications are made using the designated application document or contract, these require applicants to comply with the requirements of the relevant scheme and these Obligations and Conditions.

Customers that satisfy SCI that they have met the requirements of the Certification Scheme, and have agreed to abide by the scheme requirements and these obligations and conditions, shall be entitled to a Certificate, which shall remain the property of SCI. Certificates are not transferrable.

The Certification Process

The key requirements of the certification process are described below, some schemes, or where the applicant is transferring from one certification body to another may vary the process.

1. Application – the customer will apply for certification by completing application documentation or processes, and paying fees required
2. Application Review – SCI will review the application information submitted to ensure all information required is complete and SCI have the capability and capacity to provide the service applied for. The outcome of the application review may be
 - a. Accept the application and move to next step
 - b. Request more information or clarification to complete the application review
 - c. Reject the application, in which case the applicant will be informed of the reason for this decision
3. Assessment Arrangements – SCI will contact the applicant to make arrangements for the assessment and provide an assessment plan if required (unless the scheme requires the assessment to be unannounced)
4. Assessment – a competent and impartial assessor will assess the applicant for compliance to the relevant scheme requirements, this will include an opening meeting, review of documentation and records, inspection of premises / facilities and closing meeting. The assessor will notify the customer where non-conformity is identified
5. Rectification – the applicant has a determined timescale to demonstrate to SCI that identified non-conformities have been addressed in accordance with the scheme standards. Compliance may be demonstrated by submission of documented evidence or a revisit, the method is dependent on the scheme requirement and nature and number of the non-conformities identified.
6. Review and Certification – this process is conducted by a competent person independent of the assessment or rectification process. All information regarding the assessment process will be reviewed, this will include, as a minimum a review of objective evidence / information taken at the time of the assessment supporting compliance, the detail of the non-conformities and information demonstrating rectification.
7. Certification – the customer will be informed of the outcome of the certification process by the issue of a certificate or statement and where relevant the scheme and accreditation body directory will be amended to confirm certification.
8. Surveillance – the customer will participate in surveillance activity as required and notified by SCI to demonstrate ongoing compliance to the certification requirements or to extend or reduce scope of certification.

The Obligations of SCI

Supply Chain In-Sites Ltd shall

1. Use all reasonable care and skill to provide the services in accordance with the relevant scheme, accreditation and these obligations and conditions
2. Undertake surveillance assessments at the premises of certificated customers to ensure that the requirements of the certificate are being adhered to
3. Provide a copy of data, the report and / or certificate to Scheme owners as required by the Scheme
4. Not disclose any information or data concerning the customer which is of a confidential nature, other than information which is already in the public domain, unless required to do so by law, scheme protocol, during the course of accreditation, or unless requested and permitted to do so by the customer.
5. Inform certificated customers of any changes in the Scheme Standard or Protocols, providing sufficient time (as determined by SCI) for the customer to amend processes and practices, to meet the revised requirements
6. Reserve the right to decline to accept an application or maintain a contract for certification when demonstrated reasons exist. These include, but are not limited to, the customer participating in illegal activities, a history of repeated non-conformances, an application is in place for the same location and / or legal entity, a customer is under investigation or with a prosecution pending
7. Notify the customer of complaints received relating to certificated products
8. Reserve the right to immediately suspend assessments and / or the certification process or withdraw a current certificate if the customer is in any way verbally or physically abusive to any SCI Colleague (contracted or employed). The customer, by acceptance of these obligations and conditions acknowledges that any derived and subsequent costs incurred will be chargeable.
9. Issue Certificates that are valid from the date of issue until expiry as determined by the scheme protocol, continued certification being subject to satisfactory assessment and/or compliance by the customer assessed at a frequency determined by the scheme protocol. Certificates issued without an expiry date rely on other directories to demonstrate continued certification.
10. In the event that the customer is unable to comply with the requirement of the obligations and conditions, SCI may require the customer to discontinue the use of any mark or claim with immediate effect, this may be on a temporary basis, or pending the outcome of any dispute or appeal.
11. If the customer fails to comply with these obligations or conditions, and subsequent revisions consider action which may include, as appropriate
 - a. Withdrawal of the certificate, or reduction of scope and inform the scheme owner of these changes
 - b. Refuse to grant a certificate or extend its' scope
 - c. the initiation of legal action
12. At its sole discretion withdraw or refuse to grant a certificate if the customer
 - a. Is unable to pay its' debts or may be liquidated
 - b. Or actions of the customer are deemed to bring SCI, the scheme or accreditation body into disrepute
 - c. Fails to maintain the standards against which certification is granted
13. Maintain a register of certificated customers, which on request and not available through other means (e.g. scheme directory) may be viewed at its office.
14. Inform customers of any notice under these obligations and conditions in writing, this will be receipted email. In exceptional circumstances registered post may be used, in which case notice will be deemed to have been served 48 hours from the time of posting (unless proved otherwise)
15. Confirm that SCI is financed by charges for certification, the costs of scheme registration is determined by scheme owners

The Obligations of the Customer

Applicants and Certified customers shall

1. Comply with these obligations and conditions as revised from time to time
2. Have a nominated management representative (and deputy) who shall be responsible for all matters in connection with the application, assessment and maintenance of certification
3. Have access to the most recent version of the scheme standards and protocols for the relevant certification scheme.
4. Maintain compliance to all relevant legislation applicable to the products and services within the scope of certification.
5. Implement the required corrective and preventive action identified during any assessment or due to any other incident in accordance with the timescales determined by the scheme regulations or as may be determined by the scheme owner or SCI
6. Comply with the requirements of the certification scheme until the certificate expires
7. Implement appropriate changes when communicated and requested by SCI
8. When supplying copies of Certification documents to other organisations or individuals, issue these in their entirety, including any annex or appendices.
9. Inform SCI immediately of any change within the scope of certification
10. Maintain a documented quality management system if required by the relevant certification, and make this available to SCI on request
11. On request provide to SCI information regarding previous certifications whether or not they remain valid and release copies of previous certificate and reports if required within the scheme protocols
12. Not significantly amend the quality management system under which the Certificate is issued, during the period of certification unless required by changes to the scheme requirements, or notified to SCI
13. Ensure that certified product continue to fulfill the requirements of the certification standard and not knowingly permit the sale or distribution of products that fail to meet standards as complying with the scope of certification
14. Not conduct operations in a manner which may have an adverse effect on the integrity or reputation of the certification scheme or SCI
15. Notify SCI of
 - a. Changes in ownership, structure, location or management of the certificated organisation
 - b. Potential or actual prosecution relating to activities or products within the scope of the certification
 - c. Potential or actual recall relating to any product or service within the scope of certification
 - d. Any event, situation, or media which questions or may raise concern of the ongoing certificated compliance of the produce or services within the scope of certification
 - e. Major changes to the methods of production or storage which would affect the operation of the quality management system
16. Provide access to premises during normal working hours to colleagues and representatives of SCI for the purpose of evaluation, surveillance and to ensure continued compliance to the certification scheme requirements are being achieved at times other than the scheduled assessment frequency, or to establish that procedures for the termination of certification have been completed if necessary. This may include the examination of procedures, processes, products and records and the production, storage, distribution facilities, methods of testing, quality management systems, and records of personnel or contractors. Assessment may be conducted by a single or teams of auditors including those in training, or fully trained auditors being assessed as part of SCI's internal processes.
17. In the case of accredited schemes on request, allow accreditation body personnel to accompany SCI assessors, for the purpose of evaluating the performance of the SCI assessor, and in the event of refusing to accept the request understand that current certification may be jeopardised.

18. Allow SCI, the scheme owner or their representative to undertake unannounced or short notice assessments for the purpose of establishing compliance to ongoing certification. In exceptional circumstances no notice may be given. The client is required to allow entry, inspection of quality management system records and procedures, and premises, and assist the assessor appointed in this task and understands that refusal may jeopardise current certifications. SCI may require payment for unannounced or short notice assessments, (see 24)
19. Use any marks and symbols in accordance with the conditions of the use mark and only relating to the scope of certification.
20. Not use certification or any mark in such a way as to bring SCI, the scheme owner or accreditation body into disrepute, and a not make any statement, media information etc. that could be considered misleading by SCI, the scheme owner or the accreditation body as appropriate.
21. Discontinue the use of any mark, symbol, certificate, statement or media which is deemed and notified as unacceptable to SCI, the scheme owner or accreditation body.
22. In the event of withdrawal of certification (however determined)
 - a. discontinue the use of any mark, symbol or certificate and on request of SCI demonstrate that this has been completed, this may include immediate actions, as deemed necessary by SCI
 - b. not hold SCI financially liable for any immediate or subsequent losses
23. Have regard for costs related to assessment and certification and shall pay
 - a. The fees for assessment and certification irrespective of the outcome of assessment
 - b. Scheme owner royalty / fee as applicable
 - c. The costs of additional assessment or evaluation as deemed necessary
 - d. The costs of additional sampling or testing as deemed necessary
 - e. Any additional costs incurred by SCI due to non-compliance with the standards, standard protocol, accreditation
 - f. Any cost incurred by SCI due to cancellation of an assessment. Cancellation fees are defined as; the cost of booked travel regardless of timescale, then, cancellation within 20 calendar days of scheduled assessment 50% of the assessment fees; or within 10 calendar days of scheduled assessment, 100% of the fees, unless alternative work can be scheduled with the assessor. Rescheduling of the assessment may attract further payment prior to an assessment being arranged.
24. Understand that failure to pay valid invoices or fees gives the right of SCI to withdraw certification, and if applicable membership to the scheme.

Complaints and Appeals

1. Complaints relating the certification process (including assessment and pre and post assessment activities) may be received by any colleague of SCI, it is a requirement of that colleague to forward any customer dissatisfaction to a SCI Manager. Complaints may be raised by any individual, organisation, scheme owner, accreditation body or other interested party.
2. Complaints received relating to matters outside of the certification process, or products or services outside of the scope of certification, will be acknowledged and may be forwarded to the relevant body e.g. scheme owner
3. Complaints relating to the certification process, or products or services within the scope of certification will be subject to the SCI complaint handling procedure in that
 - a. Receipt of the complaint will be acknowledged
 - b. An investigation of the allegation will be conducted
 - c. Where possible the complainant will be advised of the outcome of the complaint investigation
 - d. SCI will implement corrective and preventive action as required
 - e. SCI will ensure that there is no discriminatory action against the customer or party as a result of being involved with or the subject of a complaint.
4. In the event that a complainant disagrees with the outcome of a complaint, they are entitled to appeal this outcome by giving in writing, reasons for the appeal and request an internal appeal.

5. The internal appeal request must be received by SCI within 10 calendar days of the complaint response outcome, appeal requests received after this timescale will not be accepted. The appellant will be advised that an appeal has been registered and provided with a target timescale for response.
6. The internal appeal will be conducted by a senior manager of SCI, who has not been involved in the complaint process. The internal appeal will review the complaint process, outcomes, communications and actions of both the complainant and SCI. The outcome of the internal appeal will be communicated to the appellant.
7. In the event that the appellant does not accept the outcome of the internal appeal, they are entitled to escalate the appeal and request an independent review by giving in writing, reasons for the request of an independent review.
8. The independent review request must be received by SCI within 10 calendar days of the internal appeal response outcome, requests for independent review received after this timescale will not be accepted.
9. The independent review will be conducted by someone who has is independent of SCI, the matter or investigation of the complaint and usually be either a member of the SCI Impartiality Committee or other Industry expert.
10. The independent review will examine the complaint and internal appeal processes, outcomes, communications and actions of both the complainant and SCI. The outcome of the independent review will be a written report, this will be communicated to the appellant by SCI and may be anonymised.
11. SCI reserves the right to charge the appellant reasonable costs for the independent review process, these will be notified to the appellant and may be charged in advance of the review commencing. SCI will not be liable for any costs of complaint, appeal, or review to the customer.
12. In the event that the appellant is dissatisfied with the outcome of the complaint or appeal process, they have recourse to contact the relevant scheme owner or accreditation body if appropriate.

Liabilities

Under no circumstances shall Supply Chain In-Sites Ltd., its employees or contractors be liable for any losses, damages, costs or expenses of any nature which any certificated customer, applicant or scheme member may suffer or incur by reason of or arising from the administration or performance of or respective obligations in connection with assessment and certification services excepting where cost arise as a result of gross negligence or willful default of such persons

Data Protection

The SCI GDPR policy can be viewed at any time from our website www.scinsites.com

Definitions

Accreditation	Services that are provided by SCI in accordance with processes that meet accreditation requirements as deemed by an accreditation body
Accreditation Body	An organisation which may be public or private that has the authority to grant accreditation to Certification Bodies
Applicant	A customer (organisation, business or individual) that has completed the application process and waiting assessment and has not been granted a certificate of conformity
Assessor	SCI employees or contractors that have been deemed competent to conduct evaluations
Certificate	A document issued to a customer which has met the requirements of the scheme
Certification Body	SCI ; having authorisation to issue certificates

Certified Customer	A customer that has completed the assessment process and has been granted a certificate
Customer	Organisations or individuals that has a contract with or has signed SCI application documentation,
Impartiality Committee	A group, independent of SCI with industry, certification, and producer experience
Scheme Owner	The organisation responsible for development and management of the scheme and publishing the standard and protocol
Scheme Protocol	Document published by a scheme owner setting out criteria by which certification bodies must operate and/or certificate holders must adhere to.
Scheme Standard	Document published by a scheme owner setting out criteria and requirements which applicants must meet and maintain to achieve and retain certification