ER CERTIFICATION LTD

Thank you for your interest in our scheme(s).

In order to join one or more of our schemes, we need you to complete our Application Form, which is attached together with our Terms and Conditions of Business.

Once you have completed and signed the Application Form, please:-

either scan it and email to admin@er-certification.com

OR
post it back to ER Certification Ltd., Unit A8(4) Pennington Court, off Walter Leigh Way, Moss Industrial Estate, Leigh, Greater Manchester, WN7 3PT.

Once we have received your application, a member of our team will contact you for further information to allow us to prepare a detailed quotation and agree a date for an audit.

Yours sincerely,
……..on behalf of ER Certification Ltd.



Peter Fradley,
Certification & Compliance Manager

ER Certification Ltd
Unit A8(4) Pennington Court, off Walter Leigh Way, Moss Industrial Estate, Leigh, Greater Manchester, WN7 3PT
Mobile 07980 863175 E mail info@er-certification.com Website: www.er-certification.com
Co Reg No. 06885800

APPLICATION FORM

ER CERTIFICATION LTD

We wish to apply to join the following scheme(s) operated by ER Certification Ltd:

ISO 17065 Scheme		Please tick all that apply
Window and / or Doorset Energy Efficiency	**PLC-Scheme Energy Ratings and / or U-Values**	
e-mail required on PLC website page e.g. sales@		
phone number required on PLC website		
	If different from details on next page	

QCC Mark to EN 1279 - Factory Production Control for insulating glass units	
QCC Mark to EN 12150 - Factory Production Control for toughened glass	
QCC Mark to EN 14351 - Factory Production Control for windows & doors	
QCC Mark to EN 14351 inc. certification for Secured by Design scheme - Factory Production Control for windows & doors	
Approved Body Activities	**Requirements**
	Delete unwanted as appropriate
Flat glass, profiled glass, and glass-block products (For use in a glazed assembly intended to provide fire resistance) – SINGLE GLASS	UKCA (inc. UKNI) / CE
Flat glass, profiled glass, and glass-block products (For use as antibullet, or anti explosion glazing) – SINGLE GLASS	UKCA (inc. UKNI) / CE
Flat glass, profiled glass, and glass-block products (For use in a glazed assembly intended to provide fire resistance) – IGU'S	UKCA (inc. UKNI) / CE
Flat glass, profiled glass, and glass-block products (For use as antibullet, or anti explosion glazing) – IGU'S	UKCA (inc. UKNI) / CE
EN 14351-1: 2006 +A2:2016 – Exit Devices	UKCA (inc. UKNI) / CE
EN13830: 2003 – Curtain walling	UKCA (inc. UKNI) / CE
EN 14041:2004/AC: 2006 Resilient, textile and laminate floor coverings – Essential characteristics, and EN 14904: 2006 Surfaces for sports areas – Indoor surfaces for multi-sports use - Specification. With fire / smoke performance.	UKCA (inc. UKNI) / CE
Please note CE certification will be provided by a Notified Body partner.	
Product Scope Required:	

ISO 17021 Management Systems
ISO 9001:2015 Management System Certification Scheme: - **PLEASE COMPLETE SEPARATE QUOTATION REQUEST & APPLICATION FORM – MANAGEMENT SYSTEM CERTIFICATION**

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Contact details			
Company name			
Address 1			
Address 2			
Address 3			
Town			
County		**Postcode**	
Contact name (for audits)			
Job title			
Telephone no.		**Email**	
Contact name (for invoices)			
Job title			
Telephone no.		**Email**	

Other information about the company:	
No. of additional manufacturing sites which are to operate with required certification?	
Where are the additional sites located?	
Do you have a Factory Production Control system, Quality Management system or similar? If yes, state which and standards/product types are included.	
Do you currently have certification with another body? If yes, give details of certification held and provider.	
If currently certified, are there any outstanding non-conformities? If yes, give details. If possible, provide a copy / proof of last audit.	
Are you currently or have you previously been suspended by another certification body? If yes, give details including approximate date.	

By signing this document, the client acknowledges and agrees to comply with ER Certification Ltd.'s Terms and Conditions, as well as all relevant Scheme documents. Signing this agreement constitutes acceptance of and adherence to ER Certification Ltd.'s rules and requirements.

Signed **Date**

Following receipt & review by ER Certification a member of our team will contact you for further/more detailed information to allow us to prepare a detailed quotation and then agree a date for an audit.

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For ER Certification use only:									
Thermal Performance:	**Simulations available? YES / NO**								
	Type to be registered: Energy Ratings U-Values								
Product types:	**Toughened / Laminated / Processed Glass**	**IGUs**		**windows**			**doors**		
		HM	**2-part**	**PVC**	**timber**	**metal**	**PVC**	**timber**	**metal**
Additional information sought and details									

Application reviewed by :	**Date of review:**	**Allocated to:**	**Visit date:**

Date of issue/reissue: 20th September 2024 **Issue: 12** **Reference: 6**

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ER CERTIFICATION LTD

ER CERTIFICATION LTD - TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

ER Certification Ltd. means the certification provider (registered in England, No. 06885800) whose registered office is unit A8(4) Pennington court, Moss Industrial Estate, Leigh, Greater Manchester, Wn7 3PT, UK.

'CLIENT' means the person, company, firm or other body which is responsible for the product certified.

'AGREEMENT' means a contract for the provision of the Certification Services as set out in the Contract Schedule or other documents such as Scheme rules, these Terms and Conditions of Business, a Fee schedule or quotation, as appropriate. The contents of the Contract Schedule may be amended, modified or supplemented from time to time in accordance with these Terms.

'USER' means the person, company, firm or other body that uses the product or system being certified.

'CERTIFICATION' means approval, registration or licensing of products or management systems.

'PRODUCT' means any manufactured item which is the subject of a certificate under any scheme or certification process issued by ER Certification Ltd.

'CERTIFICATE SCHEDULE' means a descriptive document listing any product(s) named or to be named in the Certificate.

'CONTRACT SCHEDULE' means an additional document outlining the scope of the Agreement between the ER Certification Ltd. and the Client.

'CERTIFICATE' means the document issued to the Client detailing the extent of certification issued to them by the ER Certification Ltd..

RESPONSIBILITIES OF THE CLIENT

General

The Client shall at his own expense supply ER Certification Ltd personnel with copies of all documents, materials, information and data that may affect the Certification decision and be necessary to perform the Certification service. The Client shall ensure the accuracy of all this material and insure against its accidental loss or damage. The Client shall at his own expense retain duplicate copies of all this material. ER Certification Ltd shall have no liability for any loss or damage, howsoever caused to these items.
The Client shall permit periodic assessments and provide access to the facilities identified on certificates issued by ER Certification Ltd for the maintenance of certification.
Where requested, the client should not with-hold approval for the ER Certification auditor(s) to be accompanied by an external observer, who will be compliant with our normal rules for confidentiality and prior disclosure of any conflict of interest. Permission for attendance of said observer will be sought in advance from the Client by ER Certification Ltd.
The Client shall ensure that at all times ER Certification Ltd assessors are accompanied by / have access to a representative of their organisation. The Client's representative shall operate any equipment or machinery including computer terminals to access information.

The Client shall, where required in the scheme documents keep such records as are deemed necessary for the satisfactory control of the business processes defined by ER Certification Ltd either contained in the scheme document(s) or any associated documents which form part of the requirements of ER Certification. This will include but is not limited to Quality Records and Customer complaints (including all associated documents used to determine the complaints nature).

The Client shall not use its certification in such a manner as to bring ER Certification Ltd. into disrepute. Furthermore, the Client shall not make any statement regarding its certification that ER Certification Ltd may consider misleading or unauthorised.

In the event that the Client is no longer able to conform with certification requirements they shall, without delay, inform ER Certification accordingly. Changes can include, but are not limited to:- the legal, commercial, organisational status or ownership; organisation and management (e.g. key managerial, decision-making or technical staff); modifications to the product or the production method, where applicable; contact address and production sites; major changes to the quality management system/factory production control system.

All changes to product(s), hardware or client procedures, that directly impact quality or compliance with ER Certification Ltd.'s Schemes must be reported to ER Certification Ltd. in advance of implementation. The client must ensure all feedback and change requests issued by ER Certification Ltd. are implemented in a timely manner.

Product Certification Schemes (ISO 17065)
The Client shall take all necessary measures to ensure that the manufacture of the product is as approved by ER Certification Ltd and no changes which may affect the quality or performance of the product shall be made unless notice of the proposed change has been given and written authorisation obtained from ER Certification Ltd.
Should the Client be or become aware of any shortfall in the performance of the product or service, howsoever caused, the Client shall inform ER Certification Ltd immediately.

The Client shall, where required in the scheme documents:
- provide the user of the certificated products with adequate instruction for the proper siting, installation, maintenance, and operation and where required by law, disposal of the product.
- provide services to ensure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.
- keep adequate records to demonstrate the traceability of finished products such that a product recall (if required) would be possible in a reasonable timeframe.

The Client shall only use the ER Certification Ltd Mark and/or claim certification for the manufacture of products identified on current Certificates and/or schedules issued by ER Certification Ltd.
The Client shall, on request, provide ER Certification Ltd with samples of approved product(s) which are representative of current production methods for re-examination or re-assessment together with a list of approved products as supplied for external/off-site checking if deemed necessary,. Where external/off-site checking is deemed necessary the client shall bear all costs incurred by ER Certification in the event of non-compliances being identified.

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ER CERTIFICATION LTD

Management Certification Schemes (ISO 17021)
The certified client, and not the certification body, has the responsibility for consistently achieving the intended results of implementation of the management system standard and conformity with the requirements for certification.

RESPONSIBILITIES OF ER CERTIFICATION LTD

ER Certification Ltd may at any time make any changes to the Certification scheme which are necessary to comply with any applicable safety or other statutory requirements, or which are necessary to comply with the relevant standards and guidelines or which are necessary to meet the requirements of the relevant accreditation authority.
ER Certification Ltd reserves the right in its sole judgement to change or revise its, criteria, methods or procedures, however, reasonable notice shall be given to Clients such that continued compliance with ER Certification Ltd requirements is practicable.
ER Certification Ltd may sub-contract certification work to approved sub-contractors. An agreement shall be signed by the sub-contractor and ER Certification Ltd setting out the terms under which the Certification work is to be carried out. The sub-contractor will be entered into the Approved Sub-Contractor Register and Record Form with details kept in the Auditor Competence Criteria Record. The sub-contractor will observe the confidentiality rules as laid down in the relevant ER Certification Manual(s) at all times. Any possible conflict of interest between the sub-contractor and the Client shall be brought to the attention of ER Certification Ltd.. Where necessary, the Client's consent for the sub-contractor to operate shall be obtained prior to commencement of the Certification process.

The certification body has the responsibility to assess sufficient objective evidence upon which to base a certification decision. Based on audit conclusions, it decides to grant certification if there is sufficient evidence of conformity, or not to grant certification if there is not sufficient evidence of conformity.

NOTE Any audit is based on sampling within an organisation's management system and therefore is not a guarantee of 100 % conformity with requirements.

CONFIDENTIALITY

ER Certification Ltd, its employees and approved sub-contractors agree to maintain as confidential and not to use or disclose to any third party any information supplied or derived from the Client in connection with the Services without the written consent of the Client except where it is necessary to enable ER Certification Ltd to perform its services or where they are required to do so for legal reasons.
The following shall not be subject to such restrictions:
- Information which was already in the possession of ER Certification Ltd prior to its disclosure by the Client.
- Information which is or shall lawfully become part of the public domain
- Information which is necessary to enable ER Certification Ltd to achieve or maintain its accreditation.

ER Certification Ltd. shall limit the client information it places in the public domain to the following:
- Company name
- Town/City and County/Country where the company operations are located
- Type of certification provided (eg QMS to ISO 9001: 2015) or generic product types certified (eg Insulating Glass Units, Safety Glass, Windows & Doors).

In the event that the client wishes for this information to be withheld, a written request shall be made to ER Certification Ltd..

In the event that a third party requests information about a specific certified client or individual, the written consent of that certified client or individual shall be requested and received before providing said information.

IMPARTIALITY

ER Certification Ltd. is committed to ensuring that it's employees and external auditors act impartially. It operates in accordance with the requirements detailed in the current versions of ISO 17021 and ISO 17065. Potential threats to impartiality have been identified and are managed accordingly. In doing so we aim to demonstrate our commitment to providing confidence in our activities. Auditors will be assigned in advance and the client has the right to object to a particular auditor if they see fit. ER Certification Ltd. will assess the complaint and decide if another resource can be assigned. Where the original auditor must carry out the audit the client will be informed of the decision and reasoning, in advance of the audit date.
ER Certification Ltd. will ensure that it remains free from commercial, financial, and other pressures that might influence the certification process.
Potential risks to impartiality have been identified and will be reviewed periodically. This review will be conducted at least annually. In support of this, a briefing document on potential risks to impartiality has been produced for auditors with review and acceptance being required. This will be reviewed at least annually and updated as appropriate. This is in addition to the company Risk Register, which will also be reviewed and updated at least annually. If a risk to impartiality is identified, details for minimising or eliminating that risk will be documented.

Process Overview

Product Certification Schemes (ISO 17065)
Upon receipt of an application form ER Certification will assess the information provided and may seek additional information from the organisation. Due account will be taken of the non-discriminatory conditions specified in section 4.4 of ISO 17065-2012. If certification provision is declined ER Certification Ltd. will advise the reason(s) for doing so. Where there is acceptance ER Certification shall appoint a suitably competent auditor and a date of initial audit agreed with the client.

Following initial approval and provision of certification, subsequent recertification shall be annually and on the basis of a positive outcome from the audit processes conducted in the previous year. Annual recertification shall be valid from 1st January until 31 December of the same year.

In the event of the organisation transferring from another accredited certification body, preference will be to conduct a certification audit before awarding certification. Optionally ER Certification may allow transfer of any remaining certification but a short pre-transfer review will be conducted prior to issue of certification by ER Certification. This short review shall establish that appropriate Corrective Actions have been documented in response to all Non-conformities issued by the previous certification body.

Management Certification Schemes (ISO 17021)

ER Certification will assess the application form, following the review, ER Certification Ltd. shall either accept or decline an application for certification. When the certification body declines an application for certification because of the review of application, the reasons for declining an application shall be documented and made clear to the client. Audit days required through a certification cycle will be based on the rules in IAF MD 5.

ER CERTIFICATION LTD

Transfer Review Procedure

The transfer of certification is defined as the recognition of an existing and valid management system certification, granted by one accredited certification body, (hereinafter referred to as the "issuing certification body"), by another accredited certification body, (hereinafter referred to as the "accepting certification body") for the purpose of issuing its own certification.
In cases where certification has been granted by a certification body which has ceased trading or whose accreditation has expired, been suspended or withdrawn, the transfer shall be completed within 6 months or on expiration of the certification whichever is sooner. In such cases, the accepting certification body shall inform the accreditation body, under whose accreditation it intends to issue the certification, prior to the transfer.

ER Certification will only transfer valid accredited certification. Certification known to be suspended shall not be accepted for transfer.
In cases where certification has been granted by a certification body which has ceased trading or whose accreditation has expired, been suspended or withdrawn, the transfer shall be completed within 6 months or on expiration of the certification whichever is sooner. In such cases, the accepting certification body shall inform the accreditation body, under whose accreditation it intends to issue the certification, prior to the transfer.

ER Certification will obtain previous audits and copies of the certification details of the proposed client. These can be obtained through the client or the previous Certification body. This information shall as a minimum include arrangements regarding the certification cycle. The accepting certification body shall carry out a review of the certification of the transferring client. This review shall be conducted by means of a documentation review and where identified as needed by this review, for example there are outstanding major nonconformities, shall include a pre-transfer visit to the transferring client to confirm the validity of the certification.
Note: The pre-transfer visit is not an audit.
The review may be conducted by one or more persons. The individual or group conducting the pre-transfer visit shall have the same competence that is required for an audit team appropriate for the scope of certification being reviewed.

ER Certification, in accordance with clause 9.5.2 of ISO/IEC 17021 -1: 2015, shall not issue certification to the transferring client until:
(i) it has verified the implementation of corrections and corrective actions in respect of all outstanding major nonconformities; and
(ii) it has accepted the transferring client's plans for correction and corrective action for all outstanding minor nonconformities.

Where the pre-transfer review identifies issues that prevent the completion of transfer, the accepting certification body (ERC) shall treat the transferring client as a new client. The justification for this action shall be explained to the transferring client and shall be documented by the accepting certification body and the records maintained. Where the ER Certification has had to treat the client as a new client because of the pre-transfer review, the certification cycle shall begin with the certification decision.
If no problems are identified by the pre-transfer review, the certification cycle shall be based on the previous certification cycle and the accepting certification body shall establish the audit programme for the remainder of the certification cycle. ER Certification will take the decision on certification before any surveillance or recertification audits are initiated.

New Application

The audit programme for the initial certification shall include a two-stage initial audit.
The objectives of stage 1 are to:
a) review the client's management system documented information;
b) evaluate the client's site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for stage 2;
c) review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;
d) obtain necessary information regarding the scope of the management system, including:
— the client's site(s);
— processes and equipment used;
— levels of controls established (particularly in case of multisite clients);
— applicable statutory and regulatory requirements;
e) review the allocation of resources for stage 2 and agree the details of stage 2 with the client;
f) provide a focus for planning stage 2 by gaining a sufficient understanding of the client's management system and site operations in the context of the management system standard or other normative document;
g) evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2. surveillance audits in the first and second years following the certification decision, and a recertification audit in the third year prior to expiration of certification. The first three-year certification cycle begins with the certification decision.

Once the Stage 1 audit is completed ER Certification will decide on the interval between Stage 1 and Stage 2 audits, based on the needs of the client to resolve areas of concern identified in Stage 1.

The purpose of stage 2 is to evaluate the implementation, including effectiveness, of the client's management system. The stage 2 shall take place at the site(s) of the client. It shall include the auditing of at least the following:
a) information and evidence about conformity to all requirements of the applicable management system standard or other normative documents;
b) performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);
c) the client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements;
d) operational control of the client's processes;
e) internal auditing and management review;
f) management responsibility for the client's policies.

ER Certification Ltd. will assess the finding of Stage 1 and Stage 2 before making a Certification decision.

Recertification

A recertification audit shall be conducted before the end of the current cycle. When recertification activities are successfully completed prior to the expiry date of the existing certification, the expiry date of the new certification can be based on the expiry date of the existing certification. The issue date on a new certificate shall be on or after the recertification decision. If the certification body has not completed the recertification audit or the certification body is unable to verify the implementation of corrections and corrective actions for any major nonconformity prior to the expiry date of the certification, then recertification shall not be recommended and the validity of the certification shall not be extended. The client shall be informed, and the consequences shall be explained.

Following expiration of certification, the certification body can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise at least a stage 2 shall be conducted. The effective date on the certificate shall be on or after the recertification decision and the expiry date shall be based on prior certification cycle.

ER CERTIFICATION LTD

Expanding scope
ER Certification shall, in response to an application for expanding the scope of a certification already granted, undertake a review of the application and determine any audit activities necessary to decide whether or not the extension may be granted. This may be conducted in conjunction with a surveillance audit.

Short-notice audits
It may be necessary for the ER Certification to conduct audits of certified clients at short notice or unannounced to investigate complaints, or in response to changes, or as follow up on suspended clients.
In such cases:
a) the certification body shall describe and make known in advance to the certified clients the conditions under which such audits will be conducted;
b) the certification body shall exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members

CHARGES

The Client shall pay to ER Certification Ltd the charges set out in the Agreement or as advised by presentation of an ER Certification invoice for the specific work to be conducted. Payment of said charges shall be made in full to ER Certification Ltd before any certification documentation is submitted to the relevant external authority or certification issued by the ER Certification Ltd.
All charges quoted to the Client for the provision of the Certification Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate.
Our normal policy is to request that payment be made on the day of our visit, but if this is not possible all sums payable to ER Certification Ltd shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of ER Certification Ltd's invoice. If payment is not received by the due date, ER Certification Ltd may suspend or withdraw certification. If payment is not made on the due date, ER Certification Ltd shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% above the base rate of HSBC Bank PLC from the due date until the outstanding amount is paid in full.
In the event of any non-payment of fees, ER Certification Ltd reserves the right to exercise a lien over all goods, services and reports supplied and which are subject to the non-payment and that remain separately identifiable.

VARIATIONS TO AGREEMENT

Services required beyond the Contract Schedule or Declaration will normally require written acceptance by the Client of a revised Contract Schedule or Declaration together with agreement to pay any additional charges. It is acknowledged, however, that existing clients may request such revisions verbally at short notice and agree verbally to additional charges which will be confirmed by means of an invoice from ER Certification Ltd.

SAFETY

Where ER Certification Ltd is required to access the property of the Client for the purposes of carrying out Certification Services then the Client shall provide unhindered access together with all relevant working facilities required by ER Certification Ltd and shall provide safe access and a safe working environment which complies with all health and safety law requirements.
The Client shall make a full and immediate written disclosure to ER Certification Ltd of all relevant information concerning any defect in or potential hazards of the product being submitted hereunder.

OWNERSHIP & COPYRIGHT

The copyright and ownership of the Certificate and any Certificate Schedules remains vested in ER Certification Ltd. The use of all marks, logos, Certificates, Certificate Schedules and the ER Certification Ltd name must not extend either outside of the Agreement or beyond any termination date and all existing references must be removed (to include but not limited to; vehicle markings, publicity materials, websites, letter heads flyers).
All Certificates & Certificate Schedules remain the property of ER Certification Ltd. and must be returned to ER Certification Ltd or destroyed (proof required) upon request or at termination of the Agreement.
Authority to reproduce logos, Marks, Certificate Schedules and Certificates must be sought in advance and will not be unreasonably withheld. Use of the QCC; PLC-Scheme or QMC Mark, its positioning and size, is the subject of additional documentation dependent on the type of product being Certificated and will be provided separately as appropriate.
Where the Client wishes to provide copies of the Certification documents, including but not limited to Certificates and Schedules, to others the documents shall be reproduced in their entirety unless otherwise approved by ER Certification Ltd..
In the event that the Client wishes to reproduce logos and certificates which include UKAS logos relating to the accreditation of ER Certification Ltd schemes by UKAS, the Client shall ensure that they satisfy current conditions for the usage of UKAS logos, as available from the UKAS website.

The client must ensure that there is no ambiguity in the mark(s), or accompanying text, as to what has been certified. ER Certification Ltd. will require that the certified client:

a) conforms to the requirements of the certification body when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents;
b) does not make or permit any misleading statement regarding its certification;
c) does not use or permit the use of a certification document or any part thereof in a misleading manner;
d) upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by the certification body (see 9.6.5);
e) amends all advertising matter when the scope of certification has been reduced;
f) does not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process;
g) does not imply that the certification applies to activities and sites that are outside the scope of certification;
h) does not use its certification in such a manner that would bring the certification body and/or
certification system into disrepute and lose public trust.

ER Certification Ltd. retains ownership of all of its Marks and Logos (including use of UKAS logos).

ER CERTIFICATION LTD

TERMINATION / WITHDRAWAL OF CERTIFICATION

ER Certification shall monitor the use of all marks, logos, Certificates, certificate Schedules and the use of its name at time of audit or more frequently if deemed necessary. Any breach of or misuse will be dealt with appropriately. Minor breaches shall result in the issue of a non-conformity notice requiring the issue to be resolved within 14 days with evidence being provided for checking of compliance. Additional monitoring visits at additional cost may, at the discretion of ER Certification Ltd., may be arranged if these are deemed necessary to ensure compliance.

More serious non-compliances will result in immediate suspension of the client from the relevant scheme, and the Client will be notified accordingly in writing. The suspension will only be lifted upon ER Certification Ltd being satisfied that the non-compliance(s) has been fully resolved. Additional monitoring visits at additional cost will normally be conducted by ER Certification Ltd. in order to ensure that the non-compliance issue(s) have been fully resolved.
Non-compliances generally fall into the following categories: unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination, unsatisfactory quality system, or where fraud, deception or misleading information has been supplied by the Client or for violation of any part of this Agreement or non-conformance with any part of this Agreement. Failure to comply will result in the Agreement being terminated immediately by ER Certification Ltd. Any certificate or licence or listing issued under this Agreement shall immediately cease to be valid and the continued use of it by the Client will be deemed to be a fraudulent offence.
Formal notice of termination will be issued in writing by ER Certification Ltd., together with details of reason(s) for termination and all relevant bodies will be informed as necessary. The client shall bear all costs relating to additional visits, assessment, and related costs incurred by ER Certification during this process.

ER Certification Ltd shall not be required to fulfil its duties and obligations under the Agreement, and the provisions of this clause shall not apply, if at any time ER Certification Ltd is prevented from fulfilling its duties and obligations by any acts or omissions of the Client or the Client's personnel, provided always that in order to avail itself of this provision ER Certification Ltd must give written notice to the Client of any such act or omission of the Client within 72 hours of the occurrence of such act or omission.
Either party may terminate the Agreement forthwith by notice in writing to the other if the other:
- Commits a Breach of the Agreement which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the Breach and requiring its remedy;
- Is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the Client resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under the Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

WARRANTIES AND LIABILITY

ER Certification Ltd shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
Except in respect of death or personal injury caused by ER Certification Ltd's negligence, or as expressly provided in these Terms, ER Certification Ltd shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of ER Certification Ltd, its servants or agents or otherwise) which arise out of or in connection with the provision of the Certification Services or their use by the Client and the entire liability of ER Certification Ltd under or in connection with the Agreement shall not exceed the amount which has actually been paid by the Client to ER Certification Ltd for the provision of the its services, except as expressly provided in these Terms.

CANCELLATION OF CERTIFICATION – BY CLIENT REQUEST

Removal of certification

Where the client decides they no longer wish to have certification, ER Certification Ltd. requires a 1 months written notice. During this time the client should remove all reference to ER Certification Ltd., or our certificate numbers, from their goods, vehicles, websites and any other publications. Service fees are charged annually for work required to manage the system and no refunds will be issued against any part of these fees already paid for the current certification period. Unless under exceptional circumstances.

TRANSFER TO ANOTHER CERTIFICATION BODY

Following the rules in IAFMD2, the cooperation between the issuing and accepting certification bodies is essential for the effective process for transfer and the integrity of certification. When requested, the ER Certification shall provide, to the accepting certification body, all the documents and information required to assist in the transfer. Where current certification is in place, and not under suspension or withdrawal processes, ER Certification Ltd. will continue to honour the certification marks for the periods described. Once written confirmation that the client has successfully transferred has been received, ER Certification Ltd. will cancel any certificate and the client must remove all reference to ER Certification Ltd. or its certificate numbers. It is the responsibility of the accepting Certification Body to ensure any outstanding audits or product testing is conducted in time to complete the current cycle.

ER Certification Ltd shall not be liable to the Client or be deemed to be in Breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract Schedule or Declaration, if the delay or failure was due to any fire or explosion, the loss of or damage to any products or materials in the course of carrying out any investigations or tests on them or any cause beyond ER Certification Ltd's reasonable control.
ER Certification Ltd does not imply or express any warranty of any kind with respect to the Client's product. ER Certification assumes no responsibility for defects, failure in service or patent infringement.
ER Certification Ltd shall have no liability to the Client for loss, damage, costs, expenses or other claims for compensation arising from provision of non-conforming product for whatever reason.
ER Certification Ltd provides Certification of products as "fit for purpose" in its opinion using relevant standards and guidelines or which are necessary to meet the requirements of the relevant accreditation authority. Whilst in our opinion a Product complies with these documents and every reasonable effort is made to ensure that it satisfies these documents, no absolute guarantee can be given as to the ultimate acceptability of the products or Certificates to any Regulatory Body whose approval may be required by the Client.
The Client agrees to indemnify ER Certification Ltd against any losses suffered by or claims made against ER Certification Ltd as a result of misuse by the Client of any approval or licence granted by ER Certification Ltd under this Agreement.

ASSIGNMENT

Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Agreement without the prior written consent of the other.

ENTIRE AGREEMENT

The Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any understanding or arrangement, which is not expressly set forth in the Agreement.

GOVERNING LAW

The Agreement shall be governed by and construed in accordance with English Law.

ER Certification Ltd
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