

1. Certification Regulations

These regulations relate to certification services provided by World Certification Services Ltd. (WCS) and any authorised representatives:

2. Definitions

For the purpose of these Regulations:

"Annual / Surveillance Fee" - Is the fee payable to WCS to cover the routine annual maintenance audits and continued certification.

"Appeals Committee" - The Appeals Committee is a group of individuals put together to review an appeal made by a WCS client. The committee may include members of WCS and the Impartiality Committee. It is an accreditation requirement that any appeals are dealt with impartially. The committee appointed in respect of each appeal shall consist of a Chairman and at least two members, none of whom shall have any direct interest in the subject of the appeal.

"Applicant" - Is an individual, body corporate or body incorporate which has applied but has not yet been granted a Certificate.

"ANAB" - Is the ANSI-ASQ National Accreditation Board. The ANSI-ASQ National Accreditation Board is a U.S. accreditation body for management systems.

"AAQG" - Is the Americas Aerospace Quality Group.

"Stage Two Fee / Recertification Fee" - Is the fee payable to WCS for undertaking applicable audit. Other costs such as travel, hotels etc may also apply

"Certificate" - This is a certificate recognizing that the management system has been assessed by WCS in accordance with applicable standard.

"Certified Client" / "Registered Organisation" - Organisation whose management system has been certified.

"Certification Decision" - Certification has been authorised or declined. A positive decision will mean WCS issuing a certificate of registration.

"Certification Manager" - Is the person employed by WCS to make impartial and independent certification decisions.

"Stage One Audit (includes document review) Fee" - Is the fee payable to WCS to cover the cost of a stage one audit including a document review. This could be on site or off site and other costs such as travel, hotels may apply.

"IAF" - International Accreditation Forum. Responsible for the worldwide program of conformity assessment which reduces risk for business and its customers by assuring them that accredited certificates may be relied upon.

"IAQG OASIS" - The International Aerospace Quality Group Online Aerospace Supplier Information System.

"Impartiality" - Presence of objectivity

"Impartiality Committee" - Is a committee established to oversee the operations of WCS. The members of the committee represent various business, academic and commercial sectors and are absent any personal/financial interest in WCS. The members are unpaid volunteers not directly involved in the day to day running of WCS.

"ISO 17021" - Conformity assessment – Requirements for bodies providing audit and certification of management systems

"GDPR" - The General Data Protection Regulation 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union

"Guidance Notes" - Are documents developed by WCS, industry, procurement and associated interested parties which WCS use in relation to a particular sector of industry.

"HACCP" - Means Hazard Analysis Critical Control Point

"HAS/1" - Is the WCS HACCP assessment schedule to which an organisation may be assessed.

"ISO 9001" - Is the standard for assessment of quality management systems

"ISO 14001" - Is the standard for assessment of environmental management systems

"ISO 22000" - Is the standard for assessment of food safety management systems

"ISO 27001" - Is the standard for assessment of Information Security Systems

"OHSAS 18001 / ISO 45001" - Is the standard for assessment of occupation health and safety management systems

"AS9100" - Is the standard for assessment of aerospace quality management systems

"AS 9104" - Requirements for Aerospace Quality Management System Certification / Registration Programmes.

"Operations Director" - Is the person who is appointed by the Board to be in charge of WCS operations, including strategy, performance etc.

"Technical Review" - Is the process completed by WCS to ensure the audit report contains the information required to make a certification decision for the applicable standard / scope.

"Special Audit" - This is an audit outside of the planned three year programme that may be required for reasons such as: scope extensions and reductions, investigation of complaints and serious incidents, follow ups audits and in response to changes.

"UKAS" - Is the United Kingdom Accreditation Service. UKAS is the sole UK accreditation body recognised by government to assess, against internationally agreed standards, organisations that provide certification, testing, inspection and calibration services

"WCS" - Means World Certification Services Ltd

"WCS Logo / Mark" - Is the logo approved by WCS. This logo can include the accreditation body logo.

3. Certification Decisions

i. The Certification Manager for each applicable certification scheme, or his deputy, is the sole authority by which certification can be granted. Lead Auditors recommend certification but do not make the final certification decision.

4. Applicants

i. An applicant who satisfies WCS that he/she is capable of compliance with these Regulations and that he/she carries out a bona-fide business, and who gives to WCS such undertakings that may be required shall, subject to the conditions of these Regulations, be entitled to a Certificate, which shall nevertheless remain the property of WCS. Certificates are valid from the date of issue for a period of up to three years, after which they are renewed subject to the terms of these Regulations. If an organisation does not intend to renew its Certificate it must notify WCS in writing of its intention not to do so at least twenty days before the Certificate expiry date or date of scheduled surveillance audit. Once certification has been withdrawn, the certificate of registration must be returned to WCS. An organisation's right to use the Certificate is not transferable without the prior permission in writing of WCS.

5. A Certified organisation shall:

i. Ensure conformance with these regulations at all times.

ii. Use the WCS Logo in accordance with the conditions defined in the publication "Use Of WCS Logo". WCS reserves the right to recoup any costs involved in investigating/resolving proven cases of misuse of logos

iii. Maintain a management system including documented information (where applicable) in accordance with the applicable certification standard. i.e. ISO 9001, AS 9100, ISO 22000, ISO 14001, ISO 45001, OHSAS 18001 etc and make available this documented information to WCS.

iv. Immediately advise WCS of matters which may affect the capability of the management system to continue to fulfil the requirements of the certification standard. This may include changes relating to the legal / commercial / organizational status or ownership, organization and management, contact address and sites, scope of operations under the certificated system, major changes to the management system or processes. In such cases, WCS reserves the right to review the certification and if required undertake a special audit to ensure continued conformance with the certification standard.

v. Discontinue any use of the WCS logo, which is unacceptable to the WCS and its relevant accreditation body and any form of statement of reference to the authority of the company to be certified which in the opinion of the WCS its Accreditation body might be misleading;

vi. To make all necessary arrangements for the conducting of audits, including allowing "Right of Access" to WCS Audit Personnel, Accreditation Body Representatives (UKAS, ANAB, ACCREDIA etc), AAQG Member Companies and Regulatory or Government bodies during normal working hours to the premises or sites in which work subject to certification is being carried out, for the purpose of examining materials, procedures, processes, methods of test, personnel, records and systems, investigating complaints, and to make provision, when applicable, to accommodate the presence of observers, and if necessary, establishing that the procedure for the termination of the Certificate described in Regulation 5 (ix) has been carried out. Failure to provide "Right of Access" could result in loss of certification and / or a scope reduction.

vii. Make available to the certification body, when requested, relevant management system documentation such as manuals, procedures, records etc in order for WCS to complete its services. The client should ensure confidentiality and security of such documentation is maintained.

viii. For the applicable normative document and certification scheme top management shall demonstrate appropriate leadership and commitment to the management system.

ix. Upon the termination of the certificate (however determined) forthwith discontinue the use of the WCS Logo and all advertising matter which contains the WCS Logo or any reference thereto. In addition, any other material or documents in the possession of the organisation which bear reference to the certificate shall, if the WCS requires, be so treated as to erase it. The certificate of registration shall be returned to WCS.

x. Advise WCS without delay of the occurrence of a serious incident or breach of regulation. This includes all incidents that have the potential for criminal or civil litigation and necessitating the involvement of the competence regulatory authority. WCS reserves the right to review the incident and if required undertake a special audit to ensure continued conformance with the certification standard.

xi. For AS 9100 schemes certified clients must provide copies of the audit report and associated documents/records to their customers and potential customers, upon request, unless justification can be provided (e.g., competitor confidentiality, conflict of interest). You may provide access to this data through the OASIS database or by providing the audit report directly to the customer.

xii. Complete internal audits and management reviews as applicable for the certification scheme. Where applicable for the certification scheme the client shall have an effective process for evaluating compliance against relevant legal / regulatory and other applicable requirements.

xiii. Understand that Accreditation Bodies such as UKAS and ANAB do not certify products, services and management systems. These bodies provide accreditation to WCS and it is WCS who is certifying the relevant management system.

xiv. 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. Nor should it make misleading statements on marketing material including company websites with reference to the certification awarded by World Certification Services Ltd and shall not use or permit the use of the certification document or any thereof in a misleading manner.

xv. Periodically review the WCS Website for news and latest information relevant to the certification scheme.

6. Fees Payable

WCS shall base its fees on the size, complexity of operations and geographical location of the client organisation. A quote for Management System Certification examination shall be included in a contract for the client organisations agreement. Examination for certification may not proceed without agreement to the terms of the contract. The client organisation shall pay:

- i. An application fee to cover administration, and management of the initial certification process.
- ii. A Stage One audit fee to cover the application, document review and site audit if applicable.
- iii. A Stage Two audit fee to cover administration costs, the cost of the audit, and issue of a certificate of registration.
- iiii. An annual certification fee to cover administration costs and the cost of routine surveillance (maintenance) audit(s).
- v. Follow up audit fees and non-conformance close out fees at the rate stated on the contract.
- vi. Any additional costs incurred by WCS due to the organisation's non-compliance with these regulations.
- vii. Fees relevant to the AS 9100 scheme for entering information on to the IAQG OASIS Database.
- viii. Associated travel and hotel fee for all audits when required.
- ix. Prompt payment of all fees is required as per the requirement specified in the signed contract. Non-payment of fees shall result in suspension and withdrawal of certification.
- x. WCS aims to offer a high standard of service and to be open and honest in all dealings with its clients. For this reason, if a client wishes to withdraw from their contract, no penalties will be applied and no payments will be required subject to WCS HQ being informed at least 30 days in advance of the planned audit. Failure to advise WCS HQ may result in a payment of 50% of the annual fee being required.
- xi. By signing a quote for assessment and certification the client is agreeing to comply with these **Certification Regulations, The Audit Cancellation Policy** and to accept all terms and conditions listed therein. Once the quote has been signed it becomes legally enforceable agreement covering all sites within the scope of certification. The signed quote can be referred to as the agreement or contract.

7. WCS shall:

- i. Send an auditor or audit team to the client organisation as per the agreed contract and audit programme. Visits are undertaken at a minimum of once per year but may be multiple depending on size and complexity of the organization. Multi-site organisations will be audited as per the WCS audit sample plan.
 - ii. Notify the client / organisation of any changes in applicable guidance notes or certification standards, and allow the organization sufficient time to adjust its processes and procedures to meet the revised requirements. WCS shall verify that the new requirements are complied with. This includes the certification regulations.
 - iii. Maintain details of its certificated clients. Details include client name, location, related certification scheme/document, scope, certificate number. When requested by third parties WCS will confirm certification with the above information. A certificate validation system is available on the WCS website.
 - iv. Manage, process and store data required to provide certification services in accordance with certification agreements / contracts and accreditation requirements in a lawfully, fair and transparent manner. WCS only collect data for specific and legitimate purposes and retain data in order to maintain certification of the client. Data will be processed in a secure environment. WCS may request documentation to be sent for off site review.
 - v. Maintain a privacy policy, confidentiality agreements and security agreements where necessary.
 - vi. Notify the certified organisation of any valid complaints received.
 - vii. Identify any risks associated with providing impartial certification and take actions in order to minimise any risks.
 - viii. Make publically available its policy on impartiality, complaints and appeals procedures, its audit process and information on the use of certification marks.
 - ix. Not allow requests by clients for auditor changes / substitutions without substantiated evidence of improper activity or contract violations. Conformance to rules concerning export controls, auditor nationalities, and confidentiality/conflict of interest challenges shall be an exception to this requirement.
 - x. Not supply data collected in order to provide certification services to external / third parties for the purpose of marketing activities.
 - xi. Controll the use of subcontract auditors using auditor agreements, confidentiality agreements and security agreements.
 - xii. Transfer client documentation and records to subcontract auditors (if required) to support the certification process in a controlled and secure manner.
 - xiii. Review communications from clients and interested parties following serious incidents and breaches of regulation and complete any necessary investigations / special audits. In cases where it can be demonstrated that the system seriously failed to meet the certification requirements this shall provide grounds for suspension or withdrawal of certification.
8. If a registered organisation is temporarily unable to comply with the requirements of these Regulations, WCS may require discontinuation of the WCS Logo, and/or any claim to be a certified company, with immediate effect until they are satisfied that the conditions of certification are again achieved, or pending the result of any appeal under Regulation 11.

9. If a registered organisation fails to comply with these regulations, WCS may, subject to the provisions in regulation 11, suspend certification, revoke the certificate or reduce its scope, refuse to grant or renew the certificate or extend its scope. Such decisions, and the grounds for them, shall be communicated by WCS.

10. WCS may, at its discretion, and subject to the provisions in Regulation 11, revoke or refuse to grant or renew a Certificate if the registered organisation becomes subject to bankruptcy laws or makes any arrangements or composition with its creditors, or enters into liquidation, whether compulsory or voluntary (but not including liquidation for the purpose of reconstruction), or has a Receiver of its business appointed, or is convicted of an offence tending to discredit the registered organisation's reputation and good faith as a trader. Such decisions, and the grounds for them, shall be communicated to the registered organisation.

11. Appeals

i. In the event of a registered organisation or applicant wishing to appeal against audit team members, findings, and certification decision under these regulations, it shall, within 14 clear days after having been officially informed of such a decision, give notice in writing to the WCS of its desire to appeal. A meeting of an Appeals Committee constituted in accordance with the Regulations shall be held within 30 clear days of receipt of such and the appellant shall be given at least 7 clear days notice of the time and place of such a meeting. The appellant shall be informed of the constitution of the Appeals Committee and be advised of their right to state objections to the constitution of the Committee. Such objections shall be considered by World Certification Services for a decision to be made on whether to change the constitution of the Appeals Committee. The decision of WCS shall remain in force pending any meeting of the Appeals Committee. At such a meeting both the appellant and the WCS shall be entitled to be heard in confidence. The decision of the majority of the Appeals Committee as declared by its Chairman shall be final.

12. Disputes

i. If any dispute arises in connection with certification agreements, the parties will attempt to settle it by mediation. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by MediateLegal. To initiate mediation a party must give notice in writing to the other party[ies] to the dispute requesting mediation. A copy of the request should be sent to Mediate Legal. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. In relation to any dispute arising out of assessment and certification by World Certification Services Ltd. the client and WCS agree to submit exclusively to the jurisdiction of the courts of England and Wales. Any omission by World Certification Services to exercise any right under this Disclaimer shall not constitute a waiver of such right unless expressly accepted by World Certification Services in writing.

13. Access to Services

i. All potential clients have access to the services of WCS. No undue financial or other conditions are imposed, and services are available in a non-discriminatory manner.

14. Any notice under these regulations shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post, in the case of WCS or the registered organisation, at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served 48 hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this Regulation.

15. Complaints

i. Although it is an unusual event, clients may wish to lodge a complaint about the standard of service or against an auditor or employee of WCS. A formal complaints procedure has been established and is available on request from WCS HQ. However, it would be appreciated if clients could first provide full details in writing so that an initial investigation can be undertaken.

16. Dissatisfaction

i. In the event of dissatisfaction with a WCS auditor a client has the right to request a change and appeal the selection but must do so in writing explaining the reasons for the appeal. WCS will not change the auditor selection without substantiated evidence of improper activity or contract violations.

ii. A customer survey is available for completion and certified clients are encouraged to provide WCS feedback on its services.

17. These Regulations

i. These regulations may from time to time be altered / amended. No such alterations shall affect the right of any registered organisation to use the WCS Logo or claim to be registered under these regulations unless or until it has been given notice of such alterations by WCS who will notify the registered organisation of the date by which it must comply with the altered regulations, which shall not normally be less than six months from the date of notification of the alteration. The latest revision of the Certification regulations will be made available on the WCS website.

Please contact WCS HQ if you have any questions or queries regarding these Certification Regulations.