

# PTS Certification, PTS Product Assessment and CE Mark Terms and Conditions

## Terms and Conditions

These Terms and Conditions form the agreement between Pavement Testing Services (referred to as PTS herein) registered at Unit 1, Rough Hey Road, Grimsargh, Preston PR2 5AR and each Client and Certified Company.

### 1 INTRODUCTION

PTS follow the criteria as specified in:

- International Standards for a Certification Body recognised as competent and reliable in the operation of Management Systems.
- Accredited Certification Body (6478) to BS EN ISO/IEC 17065 for product certification.
- The Construction Product Regulations (305/2011/EU) and International Standards for a Notified Body (PTS Notified Body No 2448) as recognised as competent and reliable in the operation of Management Systems.
- As a Notified Body (No 2448) provides a conformity assessment service which carries out tasks of CE Marking products as laid down in the relevant harmonised technical specifications (Annex ZA of harmonised standards).
- PTS Product Assessment Certificate in accordance with MCHW SHW Clause 104.15 and 104.16. Sub-clause 104.16 (e).
- The EOTA (European Organisation for Technical Assessment) as a Technical Assessment Body (TAB).

<https://www.eota.eu/en-GB/content/how-to-find-a-tab/55/>

This Agreement shall be governed by English Law.

PTS through its policies and arrangements safeguard the confidentiality of client information it obtains or creates through its performance of certification and assessment activities including committees, technical panels and external parties acting on its behalf.

### 2 SCOPE OF THE RULES OF REGISTRATION

PTS undertakes the certification of product, assessment of product, CE marking and management systems operated by a client to a range of national and international standards / specifications / publications / legislation / regulations / documents. The client must agree to supply all necessary information to PTS as required by individual assessments and certification system(s).

The client agrees that where multiple sites are covered by the scope of certification they shall all be deemed to be covered by this agreement.

### 3 CONFIDENTIALITY

PTS commits to the responsibility and to safeguard the confidentiality of the information obtained or created during the performance of certification and assessment activities at all levels, including committees, technical panels and external bodies or individuals acting on its behalf. All personnel including any committee, panel members, contractors, personnel from external bodies or individuals acting on PTS's behalf shall keep confidential all information obtained or created during the performance activities except as required by law.

Information about a client shall not be disclosed to a third party without the written consent of the client or individual concerned.

Should PTS be required by law or authorised by contractual arrangements (such as with the accreditation body) to release confidential information to a third party, the client or individual concerned shall, unless prohibited by law, be notified in advance of the information provided.

Information received from sources other than the client (i.e. complainant, regulators) shall be treated as confidential, consistent with the PTS policy.

When confidential information is made available to other bodies (i.e. accreditation body, agreement group of a peer assessment scheme) PTS shall inform the client of its actions.

PTS, through its policies, confidentiality agreements and processes, and applicable equipment, and facilities ensure the secure handling of confidential information.

#### **4 PERSONNEL AND IMPARTIALITY**

PTS undertakes to provide suitability competent personnel for all audits using its own staff or competent sub-contractors. All (employees and sub-contractors) are required to sign a confidentiality and impartiality agreement and declare any conflict of interest prior to the audit.

It is a condition of the rules, terms and conditions that all audits and assessments are conducted in an impartial manner. The client and the client's representative are therefore required to declare if any link or relationship (commercial or personal) exists between themselves and PTS personnel involved in the audit / assessment activities which may bring into question the impartiality or independence of the certification / assessment / CE marking process. PTS shall not certify a management system on which it has provided internal audits, consultancy or any of its personnel / contracted auditors / technical experts have been involved as a managerial capacity for a minimum of two years following the end of the service provision.

#### **5 AUDIT TEAM**

An appropriately qualified audit / assessment team or individual auditor / assessor shall be supplied to conduct the audit / assessment in accordance with the audit visit plan or other arrangements made with the client. The client has the right to object to any individual auditor / assessor but must do so immediately upon notification of the individuals that comprises the audit / assessment team. PTS reserves the right to change the assigned auditor(s) / assessors or add additional auditors / experts to meet its operational requirements.

#### **6 APPLICATIONS FOR REGISTRATION or TRANSFER OF REGISTRATION**

On receiving an enquiry for certification / assessment / CE marking a Contract Review will be undertaken based on the information supplied to us by the applicant organisation. PTS will prepare a quotation detailing audit cost. On acceptance of this quotation the client will be required to sign the Application Acceptance Form and provide a purchase order reference if applicable send it to PTS together with payment of the certification / assessment / CE Marking / registration costs. Arrangements will then be made to undertake the assessment in line with PTS's procedures and terms and conditions.

Where multiple offices / sites are to be certified, details shall be documented within the Contract Review and this agreement shall cover all sites within the scope of the certification. An agreement can be arranged for each site and can be referenced or linked to one another.

For applications to transfer registration PTS will follow the above procedure and also during the contract review process will establish contact with the client's current certification body to confirm the extent of the current certification and details of the surveillance timetable and any outstanding actions from previous surveillance activities.

#### **7 ASSESSMENT METHOD**

The assessment process is generally carried out by PTS in stages unless a system requires additional stages.

An optional pre-assessment is available where clients may choose to opt for a "pre-assessment" to provide them with a preliminary evaluation of their certification of product, assessment of product, CE marking and / or management system, enabling them to identify opportunities for improvement and potential non-conformances before beginning the accredited / approved certification process.

Stage 1 is designed to demonstrate that the client has a certification of product, assessment of product, CE marking and / or management system that meets the requirements of the appropriate standard(s) / publications / specifications / legislation / regulations / documents. It involves an onsite review of the documented information for the assessment requirement, for production procedures/processes, such as material controls and records, to ensure consistent product to confirm the Quality Plan for the product and to evaluate site-specific conditions and to review your status and understanding regarding the requirements of the scheme / management system. Development

of a plan for the stage 2 audit / assessment will be raised. After the stage one audit the lead auditor submits their findings and recommendations in a written report.

The report provides a focus for planning for stage 2 by gaining a sufficient understanding of your system to determine the preparedness for the stage 2 audit.

The interval between stage 1 and stage 2 audits is determined with consideration given to the needs of the client to resolve areas of concern identified during the stage 1 audit. PTS also considers whether any revisions are required to its arrangements for the stage 2 audit.

Stage 2 audit is carried out on site at the client's premises, it seeks evidence about conformity of operations / production control and will determine that the client has fully implemented all the requirements of the certification of product, assessment of product, and / or management system and that they meet the requirements of appropriate standards / specifications (including relevant legislation) / publications / regulations / documents. After the stage two audit the lead auditor submits their findings and recommendations in a written report.

Following certification PTS must be informed if any changes / circumstances occur which significantly affect the registration. PTS reserves the right to re-audit if necessary.

Where required, arrangement of product installation trial will be organised to demonstrate the practicability of installation in accordance with the Applicant's installation procedures.

The applicant will contact PTS and the relevant interested parties to arrange a mutually agreeable date for the product installation trial.

## **8 CERTIFICATION**

On completion of the Stage 2 audit / or completion of assessment / product installation trial requirements, the Lead Auditor shall submit their report(s) to PTS Head Office along with recommendation for approval which will be submitted for impartial independent review. Where required a technical oversight on the operation of an assessment shall be conducted and formal consent for the issue of assessment and certification requirements.

Independent review groups / panels are made up from a balanced representation of key end users, recognized industry experts and those responsible for the highways on which such products will be used or installed. PTS shall be responsible and shall retain authority for its decisions relating to certification.

If certification is granted, the client is included on the PTS directory of certified / approved clients, which is available to the public via the PTS website or on request. NB: the Directory remains the sole property of PTS.

Each Certificate of Registration defines the Scope of Registration. The Certificate of Registration is personal to the Company who must not give permission for it to be used by a third party.

PTS shall be responsible and shall retain authority for its decisions relating to CE marking.

If CE marking is granted, the client is included on the PTS directory of CE marked clients, which is available to the public via the PTS website. NB: the Directory remains the sole property of PTS.

Each Certificate of CE marked product(s) defines the Scope of Registration.

The CE mark is valid for a period of a maximum of 5 years so long as no change to the declaration of performance is made. Should a change be made to the Declaration of Performance, the producer/manufacturer shall notify PTS of the change with 14 days. PTS shall conduct a review and re-assessment as appropriate. The CE mark is valid subject to continued compliance with the Standard following a successful assessment. Certificates remain the property of PTS Ltd.

CE marking Certificates shall not be issued unless PTS Ltd has received payment in full.

Each Certificate relates only to the product / system that is named on it and is issued only to the company, firm, organisation or person named. No other company, firm, organisation or person may hold or claim that the Certificate has been issued to them.

PTS Ltd has used due skill, care and diligence when preparing Certificate(s), but no warranty is provided. Each Certificate has to be read, considered and used as a whole document, it may be misleading and will be incomplete to be selective, certificates are copyright of PTS Ltd. Publications, documents, specifications, legislation, regulations, standards and the like referenced in the

Certificate are those that were current and / or deemed relevant by PTS Ltd at the date of issue or reissue of the Certificate.

Certificates of registration shall not be issued unless PTS Ltd has received payment in full.

In issuing any Certificate, PTS Ltd is not responsible and is excluded from any liability to any company, firm, organisation or person, for any matters arising directly or indirectly from:

- the presence or absence of any patent, intellectual property or similar rights subsisting in the product/system or any other product/system
- the right of the Certificate holder to manufacture, supply, install, maintain or market the product/system
- individual installations of the product/system, including their nature, design, methods, performance, workmanship and maintenance
- any works and constructions in which the product/system is installed, including their nature, design, methods, performance, workmanship and maintenance
- any loss or damage, including personal injury, howsoever caused by the product/system, including its manufacture, supply, installation, use, maintenance and removal.

Any information relating to the manufacture, supply, installation, use, maintenance and removal of the product / system which is contained or referred to in the Certificate is the minimum required to be met when the product / system is manufactured, supplied, installed, used, maintained and removed. It does not purport in any way to restate the requirements of the Health and Safety at Work etc. Act 1974, or of any other statutory, common law or other duty which may exist at the date of issue or reissue of the Certificate, nor is conformity with such information to be taken as satisfying the requirements of the 1974 Act or of any statutory, common law or other duty of care.

Registration is on an annual basis subject to continued compliance with the appropriate standard(s) / publications / specifications / legislation / regulations / documents and provided that the product / system and its manufacture and / or fabrication, including all related and relevant parts and processes thereof are maintained at or above the levels which have been assessed through annual/bi-annual surveillance visit(s) / reviews and found to be satisfactory by PTS Ltd, the Certificate will remain valid provided that the product / system and its manufacture and / or fabrication, including all related and relevant parts and processes thereof are maintained.

## **9 INFORMATION EXCHANGE BETWEEN PTS AND PROSPECTIVE CLIENTS and ITS CERTIFIED CLIENTS**

PTS shall provide and update prospective clients and certified clients regarding

- A detailed description of the initial and continuing certification and / or product / system / assessment / CE marking activity, including the application, initial audits / assessment / review(s), surveillance audits and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring or withdrawing of a certificate / assessment / CE mark.
- The normative requirements for certification / assessment / CE mark
- Information about fees for application, initial certification / assessment / CE marking and continuing certification / assessment / CE mark and following any changes to declaration of performance / product / system and its manufacture and / or fabrication, including all related and relevant parts and processes thereof.

PTS shall require clients / client organisations to

- Comply with certification / assessment / CE marking requirements
- Make all necessary arrangements for the conduct of audits / assessments, including provision for examining documentation and the access to all processes and areas, records and personnel for the purpose of initial certification, CE marking, surveillance, recertification / reviewing / renewing and resolution of complaints and
- Make provisions, where applicable to accommodate the presence of observers (eg accreditation auditors/assessors / PTS third party auditors / Technical Experts or trainee auditors)
- Documents describing the rights and duties of clients,
- Comply with the requirements as outlined in the policy when making reference to its certification / assessment / CE mark status in communication of any kind

- Upon suspension or withdrawal of its certification / assessment / CE mark discontinues its use of all advertising matter that contains reference to certification / assessment / CE mark and any other form of promotion that contains reference to certification / assessment / CE mark
- Amends all advertising / promotion matter when the scope of certification / assessment / CE mark has been reduced / amended / removed
- Comply with the governing mark requirements when making reference to certification / assessment / CE mark status in communication media such as the internet, brochures or advertising or other documents and that no misleading statements are issued regarding certification / assessment / CE mark, nor use or permit the use of a certification / assessment / CE mark product document or any part thereof in a misleading manner
- Does not allow reference to its management system certification / assessment / CE mark to be used in such a way that would bring PTS or its Notified Body, Technical assessment Body, Approval Status, certification / assessment system into disrepute and lose public trust
- Comply with the policy regarding certification / assessment / CE marked products and / or use of marks
- Read and understand the information on procedures and processes for handling complaints and appeals.

## **10 NOTICE OF CHANGES BY PTS**

PTS upon making changes to its requirements for certification / assessment / CE mark activities shall, following full consideration of effective date of changes and review of any interested parties shall give due notice to clients. PTS shall verify that each certified client / CE marked product / client makes necessary adjustments within the reasonable specified time frame. PTS shall verify the client complies with the new requirements.

## **11 NOTICE OF CHANGES BY A CLIENT**

Certified clients must inform PTS without delay of matters that may affect the capability / performance of the management system / assessed product / system / CE marked products to continue to fulfill the requirements of the standard / specifications (including relevant legislation) / publications / regulations / documents used for certification / assessment / CE marking including changes relating to legal, commercial organisation status or ownership, organisation and management (key managerial, decision making or technical staff), contact address and sites, changes to performance levels, scope of operations under the certified /assessed / management system, major changes to the management / production / processes / etc assessment system and processes. PTS shall also be informed of any intended modification in the product, production process or quality system which may affect product / process conformity, the client agrees that product / process shall not be released / implemented until PTS has been notified and PTS has determined if investigation / assessment / review are required, PTS shall take action as appropriate.

## **12 SURVEILLANCE**

After the issue of a certificate / CE mark, to maintain registration, visits will be carried out at the client's premises at least once per year. Further visits may be carried out if areas of concern are identified / changes to performance are identified. The client agrees to meet the extra costs relating to such increased / additional visits.

After issue of the CE mark certificate, to maintain status, visits will be carried out at the client's premises every 5 years. Further visits may be carried out if changes to performance are identified. The client agrees to meet the extra costs relating to such increased / additional visits.

## **13 RECERTIFICATION**

A re-certification / renewal audit is required every three / five years (dependent on system / CE mark). This takes place prior to the expiry date of the certificate. Recertification will involve additional fees to cover the cost of administration and possible extra audit days.

## **14 EXTENSION OR CHANGES TO THE SCOPE OR DETAILS OF REGISTRATION**

This may be applied for in the same way as the initial audit, indicating the changed scope of registration, changed in performance, change or name or address, additional standards / products / processes or other changes required. A desk top review will be conducted, and additional audit may be required to verify the changes or additions. If successful a new certificate indicating the scope /

CE mark will be issued by PTS. There will be a charge for any changes which involve the desk top review / audit / re-issue of a certificate. All advertising matter must be amended if the scope of certification is reduced.

## **15 PUBLICITY**

Once a certificate / CE mark has been issued, but not before, the Client has the right to publish the fact. The relevant logos can be used on its products / stationery / documentation and website, relating only to the audited scope of registration and / or CE mark and the relevant standards or specifications.

The client must immediately cease all use of the mark –

- After certificate expiry
- The certificate / CE mark has been suspended, withdrawn or terminated in any way or for any reason
- PTS has announced a modification to the rules of the certification and / or CE mark system and the customer has failed to apply this.
- The client must not make or permit any misleading statement regarding its certification and / or CE mark or permit the use of a certification / CE mark document or any part thereof in a misleading manner.

The client is aware and accepts that PTS shall take action for any breach of rules governing the use of PTS mark. PTS clients/registered companies agree not to use granted certification in such a manner as to bring PTS into disrepute.

PTS shall make available via its web site or provide upon request access to or disclosure of appropriate and timely information regarding the audit process and certification process and / or CE mark process. Certification / CE mark status i.e. the granting, extending, maintaining, renewing, suspending, reducing the scope of or withdrawing of certification / CE mark of any organisation in order to gain confidence in the integrity and credibility of certification and / or CE mark.

PTS shall provide appropriate access to or disclosure of non-confidential information about the conclusions of specific audits / assessments to specific interested parties.

PTS shall maintain its confidentiality any proprietary information about a client. All information provided to the client or to the market place, including advertising shall be at all times accurate and not misleading.

A directory of certifications and / or CE mark shall be displayed on PTS web site regarding certificates / CE marks granted, suspended or withdrawn. Detail shall show the client name, international standard or other reference, scope and geographical location for each certified client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). On request from any party, PTS shall provide the means to confirm the validity of a given certificate and / or CE mark.

## **16 REFERENCE TO CERTIFICATION / CE MARK AND USE OF MARKS**

PTS shall exercise control and ownership of the certification system / CE mark (Notified Body No 2448) and the use and display of licenses, certificates, marks of conformity and any other mechanisms for indicating a product is certified. PTS authorises certified clients to use certified marks which are traceable back to PTS. There shall be no ambiguity in the product / process / mark or accompanying text as to what has been certified.

PTS requires clients to:

- conform to this agreement when making reference to its certification / CE mark status in communication media such as the internet, brochures or advertising or other documents.
- Not to make or permit any misleading statement regarding its certification / CE mark
- Not to use or permit use of a certification / CE mark document or any part thereof in a misleading manner

- Not to allow reference to its management system certification to be used in such a way as to imply that PTS has certified and / or CE marked a product or process nor that the certification / CE mark applies to activities that are outside its scope
- Amend all advertising matter when the scope of certification / CE mark has been reduced / amended
- Discontinue to use all advertising matter in the event of certification / CE mark being suspended or withdrawn
- Not to use its certification and / or CE mark in such a manner that would bring PTS and / or its certification system / Notified Body / Technical Assessment Body / other Approved status into disrepute and lose public trust

Incorrect use / reference to the certification scheme and / or CE mark requirements shall be dealt with by suitable action, which may be corrective actions, withdrawal of certificate / CE mark, publication of the transgression and, if necessary, legal action.

PTS shall ensure protection of the certification / CE mark at all times and ensure:

- That they provide relevant information to their notifying authority, and other notified bodies, technical assessment bodies, approval / impartial parties and interested parties of any refusal, restriction, suspension or withdrawal of certificates / marks and any circumstances affecting the scope of, and conditions for notification.
- Any requests for information on certification / assessment and / or verification of constancy of performance activities carried out which PTS have received from market surveillance authorities.
- That they provide other Notified Bodies / Technical Assessment Bodies / Approval Bodies carrying out similar third-party tasks in accordance with the systems of assessment and verification of performance and technical specifications with relevant information on issues relating to negative and on request, positive results from assessments and / or verifications.
- That in line with the Construction Product Regulation (305/2011/EU) and associated documents for other Notified Bodies and MCHW SHW Clause 104.15 and 104.16. Sub-clause 104.16 (e) for other Technical Assessment Bodies carrying out similar third-party tasks in accordance with the systems of assessment and verification of performance and technical specifications other Notified Bodies / Technical Assessment Bodies pass on to PTS relevant information on issues relating to negative and on request, positive results from assessments and / or verifications.

## **17 CERTIFICATE MISUSE**

PTS will take all reasonable precautions to ensure that there is no misuse of their certificate / CE mark in client advertising etc. The client undertakes only to use certification mark(s) / CE marks / and / or accreditation / approval marks as appropriate to their assessed scope of registration, location and / or applicable standard(s) / specification / publications / legislation / regulations / documents. Possible legal action or corrective action may be taken should incorrect, misleading information or marks found in advertising or catalogues etc.

## **18 CERTIFICATE and / or CE MARK SUSPENSION OR WITHDRAWAL**

See also section 23 Appeals Procedure.

Following an unsuccessful assessment of a company's management system / production / installation process / CE mark to the relevant standard / specification / publications / legislation / regulations / documents, the certificate of registration / CE mark may be suspended or withdrawn as follows:

- a. Suspended due to:
  - (i) the management / documented system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system
  - (ii) the client does not allow surveillance or recertification audits to be conducted at the required frequencies
  - (iii) As a result of continued misuse of Registered Company Certification / CE Marks.
  - (iv) Failure to apply corrective action as a result of non-conformances found during audits / assessments / reviews
  - (v) The client has voluntarily requested a suspension
  - (vi) Any other breach of PTS's Certification Terms and Conditions.

Under suspension, your (the client) management / production / process system certification is temporarily invalid

PTS shall restore suspended certification if the issue that has resulted in the suspension has been resolved.

Failure to resolve the issues that have resulted in the suspension in a time established by PTS shall result in withdrawal or reduction of the scope of certification.

b. Withdrawn due to:

(i) Failure to respond to requests by PTS after suspension of certificate / CE mark

(ii) Failure of a client to settle financial accounts

(iii) Clients request

Upon suspension or withdrawal of its certification / CE mark, the client must discontinue use of all advertising matter that contains a reference to certification / CE mark, and certification / CE mark documents shall be eradicated or returned to PTS.

A fee will apply for re-instatement following suspension. See Section 24 Fees. Any necessary visits will be carried out at the client's premises to ensure that the area(s) identified to cause the suspension, satisfy the standard / relevant standard / specification / publications / legislation / regulations / documents, the certificate of registration / CE mark / changes to performance are cleared. The client agrees to meet the extra costs relating to such visits. Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to our proposal / quotation letter.

## **19 CANCELLATION OF REGISTRATION / CE MARK**

Clients wishing to cancel/withdraw from registration must notify PTS of their intention to do so within 2 months of the annual surveillance visit. Upon the cancellation of the Certificate / CE mark (however determined) the Company shall discontinue the use of the PTS certification / CE marks and all advertising literature that contains the PTS marks or any reference. In addition, any other material or documents in the possession of the Company, which bear reference to the Certificate / CE mark, shall be eradicated or the client shall return certification documents to PTS.

## **20 SHORT NOTICE AUDITS**

If a complaint is made about a certified client, or PTS have received notification of any changes PTS reserve the right to undertake a short notice audit to investigate whether the company is still meeting the requirements of the Standard / specification / publications / legislation / regulations / documents they are approved for. Such visits are chargeable. Please refer to our proposal / quotation letter.

## **21 COMPLAINTS AGAINST PTS PERSONNEL**

If a client has a complaint regarding any employee of PTS then this should be sent in writing to the Managing Director of PTS at the registered address.

## **22 ACCESS TO RECORDS OF COMPLAINTS**

PTS certificated companies are required to record all complaints received from clients. When appropriate takes action and any deficiencies found in products that affect compliance with the requirement for certification applies prompt effective corrective action and documents the actions taken as carried out by the certificate holder. These records shall be made available for examination by PTS when requested.

The client must also inform PTS in the event of an alleged breach of relevant legislative or regulatory requirements.

## **23 APPEALS PROCEDURE**

If a client wishes to appeal against any decision for whatever reason including suspension or withdrawal of a certificate / CE mark, the client is at liberty to lodge an appeal with the Managing Director of PTS within 14 days of having been served with the decision.

The Impartiality Committee will review the Appeal and will meet within 30 days of receipt of the appeal notice. The original decision shall remain in force pending the decision of the Panel.

The decision of the panel is final and binding on both the client and PTS. No counter claims will be allowed by either party.

No costs, for whatever reason, will be allowed for either party as a result of an appeal.

## **24 FEES**

### **Fee structure and definitions**

PTS prices are effective from 1<sup>st</sup> January to 31<sup>st</sup> December each year. Our prices are reviewed annually and are subject to amendment at any time.

### **Quotations**

Customers are entitled to quotations before any assessment / audit / CE mark requirement work begins and are required to confirm their acceptance of the quotation by the return of the application form. Once the application form is returned the customer is deemed to have accepted the PTS Terms and Conditions and is committed to paying for the quoted work and any expenses.

PTS will endeavor to carry out the work within the quotation, although PTS reserve the right to agree with the client for necessary additional visits and invoice for additional requirements worked. Accordingly, it is in customers' interests to ensure that their evidence is of the agreed standard to limit the visits in line with any proposals / quotations. Any non-conformity that is identified during an assessment will require additional work and therefore could result in additional charges.

### **Application Fee**

The first step when seeking certification / CE mark is to submit a completed application form and the applicable application fee so that we can begin consideration of the applicant's readiness.

The fee is payable with the application submission form and is not refundable if the applicant withdraws.

Thereafter, customers will be charged accordingly for the various stages of audit / assessment with any additional costs for travel, hotel accommodation and subsistence.

All fees must be received in full, prior to the next stage of the certification process. Please refer to your quote.

Desk top review work for the clearance of any non-conformities identified as a result of an audit / assessment is not charged.

Extra visits to close out any non-conformities identified as a result of an audit / assessment will be subject to an additional charge over and above the quotation and will be chargeable at PTS's standard fee at the time. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote.

Certificates of registration / assessment / CE mark shall not be issued until PTS has received payment in full.

Re-issued certificates which need to be for such reasons as change of company name or address or minor changes to scope of registration are not charged.

Rates for our services will be calculated in days, per auditor. Please refer to Please refer to your quote. We will not bill our time for journeys wholly within the United Kingdom. All fees paid to PTS are strictly non-refundable.

### **Annual Certification Fee**

Once certified, customers will pay an annual registration fee. The Annual fee is payable in January each year that certification / CE mark is held. This will be invoiced separately from any audit / assessment work to maintain registration. Please refer to your quote. Increases in annual certification fee shall be notified in writing.

### **Surveillance Visits**

Surveillance visits may be booked at previous visit (if possible) or a mutual date agreed with the customer in advance of the forthcoming due visit. Other assessments, including short notice audits / assessments visits are booked at much shorter notice. Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote. We will not bill our time for journeys wholly within the United Kingdom.

### **Reassessment / Transition Visits**

Re-assessment / transition visits require additional on-site time.

Re-assessment visit may be booked at previous visit (if possible) or a mutual date agreed with the customer in advance of the forthcoming due visit.

Transition visit(s) to be booked at mutual date(s) agreed for transition to be undertaken within the permitted time frame of the standard / regulation / specification requirements.

Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote. We will not bill our time for journeys wholly within the United Kingdom.

### **Additional Fees / Expenses**

Please refer to your proposal / quotation letter.

### **Cancellation policy and charges**

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

Fees are charged if failure to honour the audit / assessment date(s) arranged through postponement or cancellation within 20 working days of its planned occurrence. The fee chargeable will be half day rate for each auditor / assessor / technical expert day cancelled at standard rate fee. Additional expenditure that has been incurred and is not reclaimable (eg hotels) will also be charged.

An invoice for the cancellation charge will be sent to customers and PTS reserves the right to withhold any certificate until it is settled.

### **Non-Payment**

Non-payment of invoices which require payment in advance of the assessment date may result in the assessment being cancelled or rescheduled by PTS and is considered as a cancellation of the assessment by the customer and the cancellation policy will apply.

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

### **Reinstatement Fee**

Where a customer's accreditation / certification 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. The fee chargeable will be £70.00 plus vat.

Where a customer's accreditation / certification is restored following suspension as per section 18 Certificate and / or CE mark suspension or withdrawal a fee will apply for re-instatement. The client agrees to meet the extra costs relating to such visits. Rates for our services will be calculated in days, per auditor. Additional fees are charged for any travel / subsistence / hotel expenses. Please refer to your quote.

## **Invoicing**

Invoices are raised in sterling and are due and payable in full. Invoices are raised and sent via email and, may be raised in stages, for example where PTS conducts assessments / audits in stages / incurs additional travel, subsistence costs. Value Added Tax will be applied according to UK rules.

## **Payment terms**

Payment terms are strictly 30 days from the date of the invoice, all prices are subject to Value Added Tax, except where indicated that payment is required 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.

Fees from initial application to recommendation of certification (all site visits / report completed) must be paid in full, and before certification is granted.

Certificates of registration / assessment / CE mark shall not be issued unless PTS has received payment in full.

All fees paid PTS are strictly non-refundable.

We are committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to the Certification Manager 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 reserve the right to charge interest for late payment under the Late Payment of Commercial Debts (Interest) Act at a rate of 1.5% per month, calculated from the date of presentation of the invoice and to include charges for any costs of recovery, which will be added to and payable with any invoiced amounts due. We also reserve the right to stop work and terminate certification 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 the Finance Department on 01772 792899

## **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 and Conditions or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

## **Complaints Procedure**

In the event that you wish to complain to PTS, an investigation will be undertaken and will be in accordance with the Complaints Procedure, details of which are available on request. The right to appeal against a decision is contained in the Terms and Conditions and the process governing appeals is set out in the PTS Appeals Procedure, a copy of which is available on request. An appeal will need to be submitted in writing to The Managing Director within one month of the date of the decision. Notwithstanding a customer's right to appeal a certification decision, a customer retains the obligation to pay PTS for any work done in accordance with the payment terms as set out in this document.

## **25 COPYRIGHT**

PTS is the owner of all documents (policies, procedures, processes, agreements, checklists etc) supplied to the client. The client can then use documents exclusively under the certification

agreement signed with PTS. The client is not allowed to photocopy, reproduce or republish documents without prior written agreement from PTS. Certification documents shall if issued to others by the client shall be reproduced in their entirety.

## **26 LIABILITY**

If in providing information or service neither PTS nor any of its personnel or sub-contractors warrants the accuracy of any audit, review or information supplied.

PTS Ltd is not responsible and is excluded from any liability to any company, firm, organisation or person, for any matters arising directly or indirectly from:

- The presence or absence of any patent, intellectual property or similar rights subsisting in the product/system or any other product/system
- The right of the Certificate holder to manufacture, supply, install, maintain or market the product/system
- Individual installations of the product/system, including their nature, design, methods, performance, workmanship and maintenance
- Any works and constructions in which the product/system is installed, including their nature, design, methods, performance, workmanship and maintenance
- Any loss or damage, including personal injury, howsoever caused by the product/system, including its manufacture, supply, installation, use, maintenance and removal.

Except as stated in this document PTS nor any of its personnel or sub-contractors shall not be liable for any loss, expense or damage howsoever sustained by any company, client or person due to any act whatsoever taken by PTS its employees or sub-contractors save to the extent that any attempted exclusion of liability would be contrary to law.

PTS Ltd use due skill, care and diligence in preparing its Certificates, but no warranty is provided.

## **27 INDEMNITY**

The client will indemnify PTS against any claims or losses suffered by PTS as a result of misuse by the client of any approval or registration given to the client by PTS under their rules of assessment.

## **28 CHANGES TO TERMS AND CONDITIONS**

PTS reserves the right to change these rules without prior notification.

## **29 AGREEMENT**

By signing the Application Acceptance Form, and providing purchase order detail you as an authorised signatory on behalf of your organisation accept all the terms and conditions set and confirm to comply with all points, payment, terms and conditions.

Pavement Testing Services Limited  
15<sup>th</sup> November 2018