



INTERNATIONAL MILLENNIUM CERTIFICATIONS

APPLICANT DECLARATION

WALLESELY HOUSE, 7, Red Cross Palace, Kolkata-700001, West Bengal, India

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INTERNATIONAL MILLENNIUM CERTIFICATIONS Standard Terms of Business for Management System Assessment Services

We/us/our refers to INTERNATIONAL MILLENNIUM CERTIFICATIONS You/yours refers to your organisation as our client requesting or receiving our services.

Our Services: We assess management systems and products for conformity to stated criteria ("Criteria") published by us, a regulatory body, or other party, eg: International Standards. We may issue Certificates of Conformity when your systems are found to comply with the Criteria.

Application: Applications should be made on the Application form (on the front of this form).

The Assessment Process: We provide information on each of our programmes on request. These cover the granting, maintaining, reducing, suspending or withdrawing of certification. You agree to maintain your Management Systems and Procedures and to produce all certified products in full compliance with the requirements of the Relevant Standards or Criteria against which you are assessed. Any changes to your circumstances (ownership, systems, key staff changes, organisation, equipment, etc.) which may invalidate your Certification or may affect the capability of the management systems to continue to fulfil the requirements of the standard must be notified to us immediately.

To ensure the continuing validity of your systems, we carry out assessments at intervals set by the appropriate regulatory agency or ourselves, but normally at no more than 12 monthly intervals. Such a period may be shortened at our, or the regulatory agency's discretion. Regular reviews may be partial audits or full reassessments, similar in scope to that carried out prior to initial certification. Any nonconformity arising from assessments must be cleared within the time frame agreed between you and us.

We will give you advance notice of our need to carry out assessments and we will negotiate an agreed date and time for these activities with you. If you cancel an agreed assessment within five working days of the assessment and our assessors cannot be redeployed, or costs cannot be recovered, a cancellation fee will apply. The amount of this will not exceed the cost of the assessment concerned.

You agree to allow our authorized personnel assessors access, during normal working hours, to premises, operations, facilities, procedures, records including all complaints and corrective actions and staff to enable them to perform assessments or audits.

The assessment process is a sampling process. We will not be liable to you for loss, damage or injury, caused directly or indirectly by our failure to establish that 100% of your Management System, products or batch does or does not comply with Standards or Criteria.

You agree to pay all reasonable fees and expenses associated with assessments on or before the 20th day of the month following the date of invoice. Failure to pay such fees and expenses may lead to suspension of service with attendant risk of withdrawal of Certificates or Letters. In any case completion of the audit process is dependent on payment before we will release our findings to any regulatory agency. Amounts owed in excess of 60 days from date of invoice will attract interest costs of 2% per month from the invoice date. Collection costs will be passed on.

You agree to be responsible for the health and safety of our assessors whilst they are on your premises, briefing them about your health, safety and emergency evacuation procedures, any potential hazards they may encounter and for ensuring they are equipped with and use appropriate safety equipment and clothing.

Letters and Certificates: Letters and Certificates of Conformity issued by us are controlled documents, which remain our property and must be returned to us if/when the Letter or Certificate is withdrawn or relinquished. Documents issued are valid for a specified period unless withdrawn or relinquished, subject to ongoing satisfactory performance. We will withdraw documents in the event of substantial or recurring failure to maintain your systems. Certificates or Letters are not automatically transferable when organisations change ownership, structure or location. Requests for transfer must be in writing and will be reviewed on a case by case basis

Use of Logos and Marks: Assessments for regulatory compliance will not automatically mean the right to use of our logo. Where the right is granted, the use of the logo is subject to specified restrictions. Use of logos/marks and other claims may not be misleading. Changes of scope will need to be discussed with us. Extensions may require an audit. Reductions may require you to amend advertising material.

Confidentiality and Access to Information: We will securely retain any manuals, documents or records provided by you for the purposes of assessment and will provide access in our offices, during normal working hours, for you to review any information held relating to your application, assessments, certification or complaint. We will return to you, on written request and normally after each assessment, all manuals and other records or documents supplied by you for the purpose of assessment.

We will treat as confidential the fact that you have applied to us for assessment but, once Certification has been granted, we may publish the nature and scope of your Certification. We also have the right to publish the fact that suspension/withdrawal/reinstatement has occurred. Except as required by the International Standard(s) for which you seek certification, confidential information will not be released without your permission. Where we are required by law to release confidential information we will notify you in advance that we will supply this information (unless notification is precluded by law). We will require our staff, assessors and CEO. to enter into formal confidentiality agreements with us with regard to information held or acquired about you, and to declare any conflict of interest that may arise through their involvement with a particular assessment process. We, as distinct from our staff, assessors and CEO. will not be liable to you for any loss, damage or injury, caused directly or indirectly, by any such person failing to comply with that person's confidentiality agreements. We will not be liable for the confidentiality of information about you which was known to our staff, assessors or CEO. prior to your application for Certification or which is publicly known without the fault of us or our agents, or which is disclosed with your approval.

Suspension, Cancellation, Extending and Withdrawals: You may request a temporary suspension, cancellation, extending or withdrawal of your Certification if you feel that your system does not conform to requirements. The appropriate regulatory authority will be notified in the case of suspension, cancellation, extending or withdrawal. Reinstatement of a Certificate may require a full reassessment.

We may suspend or withdraw a certificate if your system fails to comply with the requirements of the Standard or Criteria, if fees or expenses remain unpaid, if in our opinion you fail to comply with our Standard Terms of Business, or if we believe we or the certification process may be brought into disrepute.

Where applicable INTERNATIONAL MILLENNIUM CERTIFICATIONS may require that no certified product is placed on the market and that potentially defective certified product is subject to corrective action including product recall where appropriate.

The use of INTERNATIONAL MILLENNIUM CERTIFICATIONS logos, Certificates and Letters of Conformance and the INTERNATIONAL MILLENNIUM CERTIFICATIONS name is prohibited when your Management System Registration or Certificate is withdrawn, cancellation, extending or suspended.

Complaints and Appeals: You may complain about any act or omission by us against any assessment finding or recognition decision. Such complaints must be made in writing to our CEO. who will instigate an independent investigation. Their findings will be notified to you in writing detailing your right to appeal. Complaints by third parties about you will be passed on to you. We may investigate to determine whether your Management System has been followed. We will not adjudicate on any complaint of financial loss.

Limitation of Liability: You accept our liability is limited to our fee and that we will not be liable for consequential loss or damage.

Termination: You may request termination of INTERNATIONAL MILLENNIUM CERTIFICATIONS at any time. This must be completed in writing with 30 days notice with all outstanding amounts paid in full. All certificates must be returned and all our certification marks and references to our certification removed. We will remove you as a certified client from the client database.

Miscellaneous Provisions: The Standard Terms of Business may be revised from time to time. Significant changes will be communicated in writing. The Standard Terms of Business shall be governed by and interpreted in accordance with the Laws of INDIA.