

Ocean Certification Limited is an independent certification body for Quality, Environmental and Occupational Health and Safety Management systems to recognised international standards.

We operate under the direction of a Governing Board in compliance with **ISO/IEC 17021** and associated EAC Guidelines and our procedures are administered in a non-discriminatory manner.

Requirements from clients seeking certification

1. Establish a fully operational management system including controlled and up to date documents.
2. Provide Ocean with a copy of your Management System Manual and other documentation as requested.
3. Grant permission for the conduct of an assessment by qualified assessors carrying out an assessment in two phases according to a pre-agreed programme.
4. Grant Permission for UKAS or other nominated personnel to attend assessment audits as required, to verify the competence of Ocean assessors.
5. Compliance with these certification rules and standard conditions of contract. These conditions are binding on both parties and you must advise us if you fail to continue to comply. Additional terms and conditions may also be agreed.
6. Rules governing the use of the Ocean Certification registration mark shall be issued with the certificate, and must be complied with.
7. Immediate notification of any complaint. Customer focus and feed back is important to us.
8. Payment of all fees and costs as described below

FEES AND CHARGES

You shall receive a quotation for the initial assessment process and surveillance visits over a three-year period, which shall include: -

Initial assessment

- a. Process of your application
- b. A document review of your existing system
- c. An assessor-day rate based on normal working hours
- d. Assessor expenses which may include travelling, travel time, overnight accommodation and meals
- e. Certificate: no charge shall be made for the first original copy, the use of the Ocean logo or the supply of an electronic copy of the logo, (please note there will be a charge for any additional copies requested).

Surveillance visits

- a. An assessor-day rate based on normal working hours and Assessor expenses which may include travelling, travel time, overnight accommodation and meals
- b. In the event of the client cancelling the planned visit within 30 days of the appointment the full amount will be payable

Annual management fee

Charged after completion of the initial assessment and registration and annually thereafter.

CERTIFICATION

There should be sufficient time between Phase 1 and Phase 2 assessments to allow the system to become fully operational and resolve any weaknesses.

Following a satisfactory assessment, verification of the assessment report, and completion of any corrective actions, we shall issue a certificate, which is valid for three years. The certificate is issued subject to continued satisfactory performance being achieved through surveillance assessments, which shall be

carried out at least once a year, with a re-Assessment carried out after three years. Where a system has been only implemented recently, an additional assessment may be required.'

If a major non-conformance is found during the initial assessment process a recommendation for certification shall not be made until either corrective action has been verified by a site visit **or** appropriate documentary evidence of corrective action has been submitted and approved by us.

If a major non-conformance is found during surveillance assessment the client shall be required to carry out corrective action within an agreed timescale, which shall normally be no greater than six weeks following the assessment

Non-conformance

Definition: The absence or failure to implement and maintain one or more requirements of the EMS, QMS or OH&SMS reference standard, or a situation which would, based on objective evidence, raise significant doubt as to the capability of the system to achieve the policy and objectives of the system.

There are two grades of non-conformance, namely major and minor. Only a major non-conformance equates to the above definition and shall be dealt with as laid down in G.2.3.3. And G.3.5.1., i.e. accreditation shall not be granted or continued to be accredited until all major non-conformities have been corrected and the corrective actions verified.

Major Non-conformance

The absence or failure to implement and maintain one or more requirements of the management system reference standard, or a situation which would, based on objective evidence, raise significant doubt as to the capability of the system to achieve the policy and objectives of the system. In the case of EMS systems a non-conformance would also be raised if the organisation breached a legal requirement and/or due to a major pollution incident.

Minor non-conformance

A vague or unrevealing element of the management system, which may result in a small discrepancy that could be corrected with minimal organisational, operational, or technical change and within a reasonable time frame, (as opposed to a major non-conformance where the facility has not addressed or adequately addressed the criterion).

Appeals

In the event of a dispute or as a result of an unsuccessful application, you have the right of appeal. The appeal must be sent to the Ocean Certification Governing Board which shall meet within 90 days of the appeal being lodged.

Ocean Certification's procedure for complaints, disputes and appeals can be made available on request.

Use of logo

A document explaining the use of certificates and logos is issued along with the certificate.



Consultancy Disclaimers

Assessors or Ocean Personnel shall not advise nor give any other assistance to you in setting up or developing the management system. The assessment team shall be selected in such a manner to ensure that no conflict of interest shall exist. If we have inadvertently selected an assessor who has had some involvement with you within the last two years please notify us immediately.

Safety

Safety is important to us and we ask that you tell us about safety requirements prior to the initial visit. You shall indemnify us in respect of all claims arising from injury to persons or loss arising from the supply of services to you. Should protective equipment be required then you must supply it to us for the purposes of our work at your premises.

Laws and Notification of Legal Breach

The terms relating to these rules and any contracts entered into between us shall be in accordance with, and governed by, local laws. If you possess an ISO 14001, EMAS or an OHSAS 18001 certificate you must notify us immediately of any legal action taken by a regulator or other bodies in respect of a breach of environmental or occupational health and safety law.

Client Changes

The client will ensure that any major changes in personnel, location or ownership are communicated in writing to Ocean Certification.

Force Majeure

Ocean shall be relieved of liability should either or both parties become unable to carry out their obligations as a result of any matter beyond their reasonable control and which was not to be reasonably foreseen.

Confidentiality

All information obtained by either party as a result of our mutual involvement in the certification process shall be held as confidential and not disclosed to any other party unless required as part of the certification process and agreed by both parties. This confidentiality undertaking shall continue for 90 days after termination of this agreement.

Termination of an Agreement

Both parties shall have the right to terminate the agreement at any time by giving three months notice in writing should: -

- a. The other party breach any of the conditions of certification and fail to remedy that breach within 30 days of being required to do so, or such other period as may be specified in writing;
- b. The other party repeat a material breach of the conditions of certification which it has been previously required to remedy;
- c. The other party become insolvent or enter into liquidation or has a receiver appointed or suffer any similar action as a consequence of debt.

Upon such termination all fees and other payments shall become immediately payable and any certificate of registration issued by us shall be invalidated with effect from the date of termination. Both the certificate and the rights to use the Ocean registered symbol remain our property.