

## Terms and Conditions

### **Contract**

The contract is created by the signing of the Application for Certification.

### **Quotation**

Quotations are valid for a period of 3 months after which time a re-quote may be necessary.

### **Term**

Upon signing of the Certification Agreement our Contract shall continue to run until it is terminated by you giving 3 months (unless stated otherwise in the Contract) in writing or terminated by Kiwa Agri Food for a breach of the Scheme Rules and Regulations.

### **Responsibility**

The client is responsible for supplying Kiwa Agri Food with full and accurate information and co-operating with Kiwa Agri Food regarding its operations in response to all requests from Kiwa Agri Food and its employees including, without limitation, work and access rights.

The client must make all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and records, including investigation of complaints.

The client is responsible for fulfilling the certification requirements, including implementing appropriate changes when they are communicated by Kiwa Agri Food.

The client must ensure that if the certification applies to ongoing production, the certified product must continue to fulfil the product requirements.

The client is required to adhere to the requirements of 'How to display the Kiwa Agri Food Certification Mark' as shown in the Scheme Rules and Regulations.

The client makes claims regarding certification consistent with the scope of certification.

### **Safety**

Kiwa Agri Food shall observe, as far as reasonably able, all of your health and safety rules and regulations including security arrangements.

You will need to provide personal protective equipment, if required, as well as an appropriate level of supervision. Please advise us immediately, if in observing site rules, it would not be possible for Kiwa Agri Food to carry out the services we have agreed to provide.

Kiwa Agri Food reserves the right to abort a visit if we have any reason to believe that proper health and safety precautions are not being met. We shall report the reasons for not continuing with the visit.

### **Observed Visits**

From time to time Kiwa Agri Food may need to be accompanied by a regulatory Third Party observer(s) who will witness the assessment. This is required to comply with our own accreditation,

industry sector rules or other Scheme requirements. At such times you will be notified in advance of the name and status of the proposed observer.

Additionally as part of our own quality procedures we carry out routine monitoring of our auditors/inspectors. Again at such times you will be notified in advance of the name and status of the proposed observer.

### **Spot/Unannounced Visits**

From time to time Kiwa Agri Food may need to carry out an unannounced full or part visit. These are to satisfy the requirements of Scheme Standards and Kiwa Agri Food's contractual obligations only. A charge may be made for these visits.

### **Confidentiality**

Kiwa Agri Food agrees not to disclose any information in relation to a client's business or affairs except information which:

- Is in the public domain
- Is required to be disclosed by any competent legal authority
- Is Required to be disclosed by United Kingdom Accreditation Services (UKAS) – Kiwa Agri Food's accreditation authority
- Scheme Owners
- Is disclosed with the client's authorisation

### **Certification**

Kiwa Agri Food shall issue a Certificate of Conformity (which may be in electronic form) upon the applicant successfully completing the assessment process and meeting the Scheme requirements. This Certificate and assessment reports remain the property of Kiwa Agri Food. You may not transfer any rights under our Contract to another organisation without Kiwa Agri Food's prior agreement.

Kiwa Agri Food can at anytime refuse to issue a Certificate or revoke an issued Certificate if in our considered opinion, you do not comply with the Scheme Rules and Regulations or you fail to continue to maintain the requirements of the Scheme Standard that you are certified against or you fail to display the Kiwa Agri Food Certification Mark correctly. In such circumstances you will be required to return the Certificate of Conformity and any scheme related documentation.

### **Complaints and Appeals**

Should you have any complaint about the service that you are receiving from Kiwa Agri Food, or a dispute following the outcome of an assessment, please contact in writing giving details of your complaint to the General Manager at Kiwa Agri Food who will investigate and report through Kiwa Agri Food's Complaints & Appeals procedure. Complaints and Appeals should be sent in writing to:-

Kiwa Agri Food, The Inspire, Hornbeam Square West, Harrogate HG2 8PA  
E-mail: [agrifood@kiwa.co.uk](mailto:agrifood@kiwa.co.uk)

### **Termination of Certification**

In accordance with the Scheme Regulations, upon termination of the agreement, the Certificate of Conformity and any associated documentation shall immediately cease to be valid and shall be returned to Kiwa Agri Food.

## **Legal**

English law governs our Contract and we both agree that the English Courts shall have exclusive jurisdiction.

## **Fees and Terms of Payment**

Terms are stated on the invoice, usually 30 days but do vary. If payment is not made in accordance with invoicing terms interest is added at 1.5% per month.

## **Initial Assessment and Certification**

Fees are due on receipt of the invoice. Certification will not be granted unless all fees have been paid in full, including assessor expenses.

## **Annual Renewal of Certificates**

Renewal of Certificate proformas/invoices will be issued in advance of the renewal date. Non payment will result in the natural expiry of annual Certificates or suspension of Certificates for those valid for longer periods.

## **Revisits (Full or Part)**

Kiwa Agri Food reserve the right to alter the fee for assessment and Certification in the event that incomplete information results in the need for additional assessment time. This will be determined during the course of the assessment process. Such amendments will be notified in writing at the earliest opportunity.

Revisits of any kind, due to the assessment requirements not being met, shall be charged. Any such fees will be agreed in advance.

## **Cancellation/Postponement of Confirmed Bookings**

Late cancellation (within 7 working days) by the client of a formally confirmed visit shall be charged at the full rate unless Kiwa Agri Food can re-deploy the assessor.

Any Costs connected with a confirmed booked visit cancelled by the client, at short notice shall be charged.

## **Invoice Queries**

You may query an invoice within 21 days of the date of the relevant invoice. To do so please address your query to your normal Kiwa Agri Food contact. Please note that a query of an invoice will not affect the invoice payment terms.

## **Payments**

Payments can be made by debit card, credit card, cheque or BACS. Kiwa Agri Food does not accept American Express.

All payments are to be in Pounds Sterling (GBP). Bank Charges for payment transmissions are the client's responsibility and should not be removed.

## **Cancellation of Certificates**

A Certificate can be cancelled if the Certification holder informs Kiwa Agri Food in writing that it does not wish to renew the Certificate or no longer offers the product, process or service. In cases of cancellation no refund of fees shall be given and the cancellation of the Certificate shall be published by Kiwa Agri Food.



### **Reinstatement of Certificates**

Additional work due to suspension, withdrawal and /or reinstatement of a Certificate shall be charged (not exceeding one full fee).

### **Termination of Contract before Certification**

An Application can be terminated, in writing, to Kiwa Agri Food at any time prior to Certification.

Termination fees will be applied as follows:

- i. Before Initial Assessment - 50% of the full fee
- ii. After the Initial Assessment – 100% of the full fee

Note: These charges are subject to the Cancellation Terms.

### **Termination of Contract after Certification has been Granted**

No refund.

### **Assessor Expenses – travel, accommodation, subsistence**

Road mileage shall be charged as per your quotation. Kiwa Agri Food reserves the right to add a reasonable fuel surcharge in line with any increase in our costs. Other transport, where necessary, may be billed by the client or by Kiwa Agri Food as is charged on at cost.

If overnight accommodation is required, it is usual to use Premier Inn or equivalent hotels, which can be booked by you or by Kiwa Agri Food. Hotel accommodation (inclusive of meals) is charged on at cost.

All quoted fees are exclusive of VAT, which will be added to the invoice at the rate applicable at that time.

All expenses are payable as soon as they have been incurred, verified by the accounts department and the invoice raised.

Kiwa Agri Food is a trading name of Kiwa Ltd.