

Kiwa Ltd
T/A Kiwa Agri Food
Scheme Regulations



Kiwa Agri Food issues these Regulations to Contracted Suppliers. Certification Terms and Conditions and a Description of the Scheme are separately available on request.

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 Kiwa Agri Food, or the Supplier at or to its address for the time being registered office where applicable. Any notice so served by post shall (unless contrary is proved) be deemed to have been served forty eight 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 clause.

The Supplier is deemed to have accepted the terms of these Scheme Regulations unless exceptions have been identified by the Contracted Supplier and agreed in writing by Kiwa Agri Food.

Regulations:

1. These Regulations relate to the Kiwa Agri Food Scheme for the Certification and Inspection of Suppliers to Product or System Standards or Normative Documents hereinafter called the Scheme.
Kiwa Agri Food is a trading name of Kiwa Ltd.
"Certificate of Conformity" means a Certificate issued by Certification Board of Kiwa Agri Food recognising that the Supplier's products or services meet the requirements of the Product or System Standard or Normative Document indicated on the Certificate.
"Inspection Report" means the report prepared and issued following the inspection of a supplier to the requirements of the scheme.
"Certificated Supplier" means an organisation that has been granted Certificate of Conformity.
"Certificated Suppliers Symbol" means the symbol(s) depicted in the appendix to these Regulations.
2. An Applicant that satisfies the Kiwa Agri Food Certification Board that it conforms with the Scheme and that he carries on a bona fide business and who gives to the Kiwa Agri Food Certification Board such undertakings as it may require as per these Regulations shall be entitled to a Certificate of Conformity. Certificates of Conformity remain at all times the property of Kiwa Agri Food.
3. A Certificated Supplier shall:
 - a) At all times comply with these Regulations
 - b) Use the Certificated Supplier Symbol in accordance with these Regulations and so as not to bring the Certification Body into disrepute.
 - c) Only be entitled to use the Certificated Supplier Symbol (or claim compliance with the Scheme) from the address stated on the Certificate and only in respect of the products, processes or services that are subject to the certification.
 - d) Maintain and operate systems that ensure conformity with the details stated on the Certificate of Conformity. The Supplier will make available copies of all product, process or quality system information on request.
 - e) Maintain a record of all customer complaints and evidence of remedial action relating to the scope covered by the Kiwa Agri Food certification
 - f) Inform Kiwa Agri Food in writing of changes, which may affect the status of the certification prior to their implementation. Such changes include management and organisational changes, location changes, product or process changes, change of ownership etc.
 - g) Advise Kiwa Agri Food if it is unable to comply with the requirements of these Regulations.
 - h) Give representatives of Kiwa Agri Food access at all times to the premises or sites in which work covered by the scope of the Certificate of Conformity is being carried out to carry out assessments in accordance with scheme requirements. Make all necessary arrangements for the conduct of audits including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, routine, recertification and resolution of complaints. Make provision to accommodate the presence of observers, where applicable.
 - i) Nominate a representative from senior management who shall be authorised to liaise with Kiwa Agri Food concerning certification.
 - j) Respond to Action Points within agreed timescales.
 - k) (In the event of Suspension, Withdrawal or Cancellation of the Certificate of Conformity) discontinue the use of the Certificated Supplier Symbol or any reference thereto and return the certificate to Kiwa Agri Food. During the period of suspension, suppliers may not claim to be certificated within the scheme or indicate that products sold comply with the scheme.
 - l) Comply with all relevant legislation appertaining to products or services referred to in the Certificate of Conformity.
 - m) If copies of certification documents are provided to others, the documents shall be reproduced in their entirety or as specified by the certification scheme.
 - n) If reference is made to its product certification in communications media, the requirements of Kiwa Agri Food or as specified by the certification scheme must be complied with.
4. The Contracted Supplier shall pay, as required by the contract:
 - a) A fee for each assessment or inspection visit and assessor expenses at cost.
 - b) Fees for the assessments and administration activities involved with any changes to the Certificate status such as extensions to scope etc.
 - c) Any additional costs incurred by Kiwa Agri Food due to the Supplier's failure to comply with these Regulations.

- d) Any costs incurred by Kiwa Agri Food during visits, over and above those quoted initially, caused by the Supplier's failure to comply with the Product Standard or Normative Document requirements or these Regulations. Such costs may include additional assessment time and time taken in follow-up activities which are required to maintain confidence that the supplier is maintaining compliance with the regulations. Such time may include extra visits for the supplier.
- e) A cancellation fee which will be not less than one fee-day in the event of the Supplier requesting a postponement of an arranged Inspection or Assessment within 7 working days of the planned date. Cancellations must be with good cause and agreed with Kiwa Agri Food.
5. Kiwa Agri Food shall:
- Monitor Certificated Suppliers continual conformity with these Regulations by routine assessment.
 - Observe strict confidentiality concerning the Contracted Supplier's operations other than when required disclosing information by the Statutory and Legislative authorities and the Accreditation Authority. Individual schemes may require that information is placed in the public domain. Where this occurs Certificated Suppliers will be notified in advance.
 - Notify the Certificated Supplier of any changes to the Scheme requirements and Regulations and give the processes and relevant procedures to meet any revised requirements.
 - Investigate customer complaints relating to the products, processes or services that are the subject of Product or System certification.
 - Publish a list of Certificated Suppliers and product.
 - Periodically check/audit/verify that any certification logo or accreditation marks used are correctly applied.
6. a) Kiwa Agri Food shall revoke the Certificate if the Supplier is declared bankrupt or enters into liquidation, whether compulsory or voluntary (but not including liquidation for the purpose of reconstruction), or is convicted of an offence tending to discredit the Supplier's or Kiwa Agri Food's reputation. Withdrawal of certification also means that the Supplier is no longer entitled to use the Certificated Suppliers Symbol.
- b) Kiwa Agri Food may suspend, withdraw or cancel certification and use of the Certificated Supplier Symbol under the following circumstances:
- If the Supplier fails to comply with any of the Regulations.
 - If during an Assessment a major Action Point is identified.
 - If the Supplier or its representatives act in any way, which may discredit Kiwa Agri Food or its reputation or the Scheme in general.
 - The Supplier fails to respond to Action Points as required by Regulation 3j.
 - If a supplier contravenes the required conditions of use of the Kiwa Agri Food Certification Logo and/or the UKAS accreditation mark.
7. Certificated Suppliers are entitled to use the Certificated Supplier Symbol and the specified accreditation mark in accordance with Appendix 1.
- The Certificated Supplier undertakes to discontinue any use of the Symbol(s), Certificate or reference thereto which is unacceptable to Kiwa Agri Food.
 - Upon termination of the Certification for whatever reason, the Certificated Supplier undertakes to discontinue all use of the Symbol(s) immediately.
8. Suppliers wishing to complain about any aspect of Kiwa Agri Food activities and/or its authorised personnel shall, within 14 clear days of the problem, notify Kiwa Agri Food of their complaint in writing. The complaint will be logged at Kiwa Agri Food and receipt acknowledged. Kiwa Agri Food management will then review the complaint and respond to the complainant with the findings in writing, normally within 14 days. A period of 28 days is given to allow the complainant time to respond to these findings. If Kiwa Agri Food do not hear from the complainant within this 28 day period then Kiwa Agri Food will assume that the Supplier is satisfied with the response and the matter will be considered closed.
9. Suppliers wishing to appeal against any decision made by Kiwa Agri Food and/or its authorised personnel shall, within 14 clear days after having been officially informed of such a decision, give notice in writing to Kiwa Agri Food of their wish to appeal. The basis of the appeal must be fully documented by the appellant with a detailed explanation as to the grounds for the appeal. Kiwa Agri Food management will carry out an "Initial Review" to consider the merits of the appeal and consider whether Kiwa Agri Food have, in fact arrived at the decision in error. The review will normally be conducted by a Director/Sector Manager but if they were involved in the decision subject to the appeal, then a different person will carry out the investigation. Kiwa Agri Food will provide the Appellant with the written findings of this review and explain the justification for the decision, normally within 14 days. If this review fails to resolve the issue then the Supplier will be asked to confirm that they wish to progress the appeal and have it heard by the Appeals Panel. The Chairman of the Certification Board appoints the independent Appeals Panel in the manner described in the Company Manual and related procedure. The appeals hearing must take place within 30 clear days of being informed by the Supplier that they do not accept the findings of the "Initial Review" - the Appellant is given at least 7 days notice of the time and place of the hearing. The Appellant may withdraw the appeal at any time prior to or during the appeal up to the point when the panel retire to make their ruling. In the event that an Appellant withdraws an appeal the appeal may not be reinstated if it is based on the same grounds. The decision of the Appeals Panel as declared by its Chairman shall be final.
10. These Regulations may from time to time be altered by Kiwa Agri Food.

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