



Terms and Conditions – Clients

Between

Forefront Certification Limited, Basepoint Business Centre, Isidore Road, Bromsgrove Enterprise Park, Bromsgrove, B60 3ET ("Forefront")

and your company, XXXXXXXXXXXXXXX ("you", "your") for the sites(s) covered within your scope either set out in the Proposal (where applicable) or as detailed below : XXXXXXXXX

Site 1:

Site 2:

Effective Date: [xxxxxx] ("**Effective Date**")

Definitions

The following capitalised terms shall have the following meanings in these terms and conditions:

"Certificates": a certificate in respect of a recognised quality management system, such as ISO 9001 or ISO/IEC 27001, which is to be assessed by Forefront as part of the Services and "certification" shall be interpreted accordingly.

"Client Materials": all documents, information, items and materials in any form, whether owned by you or a third party, which are provided by you to Forefront in connection with the Services.

"Contract": these terms and conditions together with (where applicable) the Proposal.

"Forefront Materials" any materials created or developed by Forefront, its licensors, sub-contractors or agents which are pre-existing the date of the Contract and/or developed in connection with the Contract or otherwise, excluding the Client Materials.

"Initial Term" means a period of [12] months commencing on the Effective Date.

"Proposal" means a document signed by both parties setting out the scope of Services and referring to these terms and conditions. Where no Proposal is entered into the scope of Services is set out above. In the event of a conflict between the terms of the Proposal and these terms and conditions, these terms and conditions will take priority.

"Services": means the certification, assessment and associated services set out in the section above or the Proposal, where applicable.

"Site": means your premises set out in the section above or the Proposal, where applicable.

Part 1 Your Duty to provide information

This Part shall apply to audit assessments for certification of ISO management systems provided as part of the Services:

1. You will provide to Forefront and any assessor appointed by Forefront to conduct assessment services as part of the Services:

- a) Full, complete and accurate information relevant to the Services, including, if relevant testing and calibration records.
 - b) Updates comprising full, complete and accurate details of any changes to the information since you first provided it to Forefront; and
 - c) Any additional information that Forefront may request from you as being relevant to the Services that we provide.
 - d) without delay, information that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification.
- These include, for example, changes relating to:

- The legal, commercial, organisational status or ownership.
- Organisation and management (e.g., key managerial, decision-making or technical staff).
- Contact address and sites.
- Scope of operations under the certified management system.
- Major changes to the management system and processes.

2. Your duty to provide and update information under this Part 1 is a continuing one and lasts for the duration of the Contract.

3. You will ensure that all information provided to Forefront for the purpose of the Contract shall be true, accurate and complete, and not misleading.

Part 2 Provisions relating to Assessments and Site Visit

This Part is relevant for all Services that may include assessments and site visits.

1. Qualification and Selection of Assessors / Our personnel

1.1 Impartiality and the need to avoid conflicts of interests are paramount in our operations. Forefront will ensure that all personnel involved in the provision of the Services are aware of the need to maintain impartiality when carrying out the Services. In delivering the Services Forefront will comply with its Conflicts of Interest and Impartiality Policy (document reference FF15) as may be amended by Forefront from time to time. Such policy can be provided to you on request.

1.2 Forefront ensures that all assessments will be performed by appropriately qualified, trained and impartial assessors. Forefront will select the appropriate assessors to perform the assessments. Forefront may change the assessor at any time. In the event of a change in assessor by Forefront, no additional fees will be charged to you.

1.3 You may request Forefront to change the assessor with at least 30 days written notice prior to the commencement of an assessment, provided that you agree to pay any additional fees or expenses incurred by Forefront in providing an alternative assessor. Forefront will use reasonable endeavours to provide an alternative assessor and you acknowledge that the commencement of the assessment may be delayed as a result of such request.

2. Arrangement of Assessment Visits to your Sites

2.1 Forefront will arrange visits to the Site. Unless Forefront determines that an unannounced visit is necessary, Forefront will inform you of the assessment visits within a reasonable time in advance of the visits.

2.2 The schedule of visits is determined by the scope of certification. You and Forefront agree to comply with the schedule, but time is not of the essence in respect of Forefront's obligation to deliver any Services. If the frequency of visits is not fixed by the relevant standards Forefront will arrange them at its reasonable discretion.

2.3 In each case, you will provide Forefront and its assessor all reasonable access to all and any areas of the site, data and records, and any materials and equipment as the assessor deems reasonably necessary in order to allow the assessor to undertake the assessment.

2.4 Either party may change the date of a visit. In order to do this:

a) if you change the date of the visit: you must do so by giving not fewer than 30 days advance written notice to Forefront. If you fail to give the required written notice, you will be liable to pay the full fee for the originally booked visit. You may not delay the date of a visit if to do so would have the effect of invalidating your certification.

b) if Forefront changes the date of the visit: Forefront may do this at any time up to 24 hours prior to the booked date of the visit, and Forefront will contact you to agree a revised date.

2.5 In certain circumstances (such as non-compliance with the relevant standard) it may be necessary for Forefront to make additional visits. You will be liable for the fee for any additional visits at Forefront's standard assessment day rate applicable at the time of the additional visit. This is normally associated where a major non-conformity is identified and will be agreed with you in advance.

2.6 You have responsibility for consistently achieving the intended results of implementation of the management system standard and conformity with the requirements for certification.

3. Observed Visits

From time to time, Forefront's assessor may be accompanied by a third-party observer who is present to witness an assessment. Forefront will inform you of this, including the identity of the observer, within a reasonable period prior to the visit. The third-party observer will be subject to confidentiality obligations equivalent to those binding Forefront.

Please note that the presence of an observer is standard practice, and the client cannot refuse the observer's attendance. The observer will not interfere with the audit process, influence its outcome, or affect any decisions made based on the audit results. Additionally, the fee for the assessment will not be increased due to the presence of the observer.

4. Assessors' Health and Safety

4.1 When an assessor attends your premises, you are responsible for ensuring that adequate information is given on the hazards and risks to which the assessor may be exposed.

4.2 Please provide the assessor with an appropriate level of supervision as well as all necessary personal protective equipment (at no charge to Forefront). You will immediately notify Forefront of any event, accident or incident on your premises which could pose a risk to an assessor.

4.3 If, while on your premises, the assessor has reason to believe that you are not complying with the relevant health and safety rules, or that the assessor's safety is at risk in any way, then the assessor may abort the visit. Forefront will report to you the reasons for the termination of the visit. In such an event, Forefront will not be in breach of the Contract and you will be required to pay in full for the Services. Forefront will not attend the affected premises again until it is satisfied that the issues so reported have been resolved.

5. Assessors' Entry Requirements

You must, at the time of arranging a visit, notify Forefront of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises. Forefront will observe all such health and safety rules and any other reasonable security requirements that you notify to Forefront in advance of the visit and/or notify to the assessor on arrival at the site. If, by observing these rules and other requirements, Forefront is prevented from providing the Services, Forefront will not be in breach of the Contract and you will be required to pay in full for the Services. If the Proposal requires a visit to a third party's premises, you shall ensure that you have sufficient licences or permissions from the third party that allow Forefront to attend the premises of the third party for the purposes of the Contract.

6. Term of Proposal

If an initial assessment is not conducted within one year of the commencement date of the Contract due to any reason other than the fault of Forefront, this Contract shall terminate insofar as it relates to assessment and Site visits, and you will need to reapply for such services, which may be at other rates to the ones quoted to you in the Contract.

Part 3 Certificates and reports

This Part is relevant for all Certificates and reports that Forefront may issue or produce pursuant to the Services.

1. Certificates

1.1 The contract does not give you an automatic right to a Certificate. You will be awarded a Certificate if the initial certification audit is successful. Your Certificate will be renewed if you meet the ongoing continual assessment for the relevant certification period. Continual assessment comprises two annual surveillance audits and a third-year recertification audit prior to certification renewal.

1.2 Forefront will issue a Certificate in its absolute and sole judgement acting independently and with total impartiality to your interests.

1.3 Forefront may refuse to issue a Certificate, expand or reduce the scope of certification, suspend certification, or withdraw a Certificate, if in its reasonable opinion:

- You do not meet, or fail to continue to meet, the relevant standard or statutory or regulatory requirements.

- If you fail to disclose any information to Forefront that may affect Forefront's decision to issue or continue the certificate; or
- You fail to comply with the continuing obligation to supply information; or
- You do not meet the frequency requirements for surveillance or recertification audits to be conducted.
- You misuse the relevant certification marks.
- You contravene the conditions under which certification was granted.
- You fail to pay any fees due to Forefront under the Contract.

2. Your additional obligations

2.1 You must ensure you are actively managing complaints received concerning your products/services including a timely resolution.

2.2 You must not use the Certificate in a manner that may be misleading or that may bring Forefront into disrepute.

2.3 In the event the Certificate is revoked, you must immediately return the Certificate and the accompanying certification reports to Forefront and immediately destroy any copies and cease using or posting electronic versions of each.

2.4 After any withdrawal or expiry of certification, you shall discontinue any use of advertising matter that contains a reference to certification or the Certificate.

2.5 Forefront will at all times remain the owner of the Certificate. Forefront grants you a limited non-exclusive licence to display the Certificate (and any accompanying Forefront logo or certification mark) at your premises or on your products (but only in so far as the scope of the Certificate is relevant) for so long as the Certificate remains valid. You will comply with all guidelines as to the design and format of the Certificate issued by Forefront from time to time. You must amend all advertising matter when the scope of certification has been reduced.

2.6 If you wish to change any details on a Certificate, you will notify Forefront of the required changes. If, in the reasonable opinion of Forefront, such changes will not affect the validity of the certificate, Forefront may issue a revised Certificate on the same terms and for the same period of validity as the replaced Certificate. Forefront will charge you and you shall pay an administration fee to be determined by Forefront from time to time.

3. Certification Reports

3.1 Forefront will at all times remain the owner of a certification report. Forefront grants you a non-exclusive limited licence to use the certification report in support of the Certificate for so long as the accompanying Certificate remains valid. On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant Certificate, the certification report will be cancelled.

3.2 If you copy the Report you will ensure that it is copied in its entirety.

3.3 If a certification report is cancelled, you will immediately return the certification report to Forefront and immediately destroy any copies that you may have.

3.4 If you disclose a certification report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by Forefront at the time of its creation.

Part 4 General Provisions for all services

1. Your Obligations

1.1 You shall:

- (a) provide reasonable co-operation with Forefront in all matters relating to the Services;
- (b) appoint a manager in respect of the Services. That person shall have authority to act on your behalf on all matters relating to the relevant Services;
- (c) provide, for Forefront, its agents, subcontractors, and employees, in a timely manner and at no charge, access to your premises, office accommodation, data and other facilities as reasonably required by Forefront;
- (d) provide to Forefront in a timely manner all documents, information, items and materials in any form (whether owned by you or a third party reasonably required by Forefront in connection with the Services and ensure that they are accurate and complete;
- (e) inform Forefront of all health and safety and security requirements that apply at your premises, if applicable;
- (f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in respect of any materials provided by you to Forefront as required to enable Forefront to provide the Services;
- (g) In performing your obligations under the Contract and in the use of the Services, you shall comply with all applicable laws; and
- (g) comply with your additional responsibilities as set out in the Proposal (where applicable).

1.2 If Forefront's performance of its obligations under the Contract is prevented or delayed by any act or omission by you, your agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have:

- (a) Forefront shall not be responsible for any impact to the Services arising as a result of such act or omission;
- (b) Forefront shall be allowed an extension of time to perform its obligations equal to the delay caused by you; and
- (c) the parties will agree (acting reasonably) any change to the fees or charges arising as a result.

2. Intellectual Property Rights and Use of Marks

2.1 In relation to the Client Materials, you:

- (a) and your licensors shall retain ownership of all intellectual property rights in the Client Materials; and

(b) grant to Forefront a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Client Materials for the term of the Contract for the purpose of providing the Services to you.

2.2 Forefront and its licensors shall retain ownership of all intellectual property rights in the Forefront Materials.

2.3 In relation to the Services:

(a) Forefront and its licensors shall retain ownership of all intellectual property rights in the Services, excluding the Client Materials; and

(b) Forefront grants to you, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the deliverables provided to you in the course of the Services for the purpose of receiving and using the Services and such deliverables in your business.

2.4 On you being successfully issued with a Certificate by Forefront, Forefront licenses you to use the Forefront logos on a non-exclusive, royalty-free basis. The licence is personal to you. You may not sub-licence the use of the Forefront logos to any third party. You may not tamper with or change the appearance of the Forefront logos. You may only display the Forefront logos in accordance with the instructions of Forefront issued from time to time.

2.5 If the Contract is terminated, a Certificate expires or is withdrawn or cancelled by Forefront, your licence to use the Forefront Logos shall immediately terminate. Further, Forefront may cancel a licence granted to you to use the Forefront logos at any time on written notice with immediate effect in the event that you are in breach of this Section 2. . Upon cancellation of the licence, you will immediately cease to use the Forefront logos and discontinue any reference to the Forefront logos in any materials.

2.6 Your right to use the Forefront Logos will automatically terminate in the event that the Contract is terminated by Forefront or where your certification has been terminated with Forefront. In such circumstances the use of Forefront marks must be removed from your website, business stationary, electronic communications and any other public facing material. If these marks are not removed, then Forefront reserves the right to report you to Trading Standards and UKAS.

2.7 You must ensure when making reference to certification status in communication media such as the internet, brochures or advertising, or other documents; does not make or permit any misleading statement regarding certification.

2.8 You shall not make any reference to your management system certification to be used in such a way as to imply that Forefront certifies a product (including service) or process.

2.9 You must not imply that the certification applies to activities and sites that are outside the scope of certification.

2.10 You must not use the certification status in such a manner that would bring Forefront or the certification system into disrepute and lose public trust.

2.11 Where certification marks are used by you, you shall ensure that there is traceability back to the certification body. You shall ensure there is no ambiguity, in the certification mark or accompanying text, as to what has been certified and which certification body has granted the certification. You shall not use a certification mark on a product or product packaging or in any other way that may be interpreted as denoting product conformity.

2.12 Where use of certification marks is on products or product packaging or accompanying information for product packaging, you will ensure that the certification mark does not imply that the product, process or service is certified by this means.

2.13 For the purposes of Section 2.12, Part 4, "product packaging" is considered as that which can be removed without the product disintegrating or being damaged. "Accompanying information" is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The certification statement on product packaging or accompanying information shall in no way imply that the product, process or service is certified by this means. Such statement shall include reference to:

- Identification (e.g., brand or name) of the certified client
- The management system in place (e.g., quality, environmental) and the applicable standard.
- The name of Forefront Certification Ltd as the certification body issuing the certificate

2.14 Certification marks shall not be applied to laboratory test, calibration or inspection reports or certificates.

3. Fees and Payment

3.1 The fees for the Services will be set out at the start of these terms and conditions or, where applicable, in the Proposal.

3.2 Forefront will be entitled to submit its invoice for the Services prior to commencement of the Services. You will pay every invoice submitted to you by Forefront prior to commencement of the Services.

3.3 Forefront may increase its fees at any time by giving you notice in writing. If Forefront increases its fees and you do not accept the increase, you may terminate the Contract by notifying Forefront in writing not more than 45 days following the date of Forefront's notice to you regarding the fee increase. If you terminate, you will be liable for all fees and expenses up to the effective date of termination which shall be the date on which Forefront receives your notice to terminate. If you do not notify Forefront of your intention to terminate the Contract within 45 days following the date of Forefront's notice to you regarding the fee increase then the fee increase will be deemed to have been accepted by you and the Contract amended accordingly.

3.4 All amounts payable by you under the Contract are exclusive of sales or value added tax or other tax that may be applicable at the time of invoice. If applicable, you will, on receipt of a valid tax invoice from Forefront, pay to Forefront such additional amounts in respect of tax as may be chargeable at the same time as payment is due for the supply of the Services.

3.5 You will pay all sums due under the contract in full without any set-off, counterclaim, deduction or withholding.

3.6 Without prejudice to any other right or remedy that Forefront may have, if you fail to pay Forefront any sum due under the Contract by the due date:

- (a) you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Section will accrue each day at 2% a year above the Bank of England's base rate from time to time; and
- (b) Forefront may suspend part or all of the Services until payment has been made in full.

4. Remedies, Waiver and Rights of Third Parties

4.1 A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

4.2 The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law governing the Contract.

4.3 A person who is not a party to this agreement shall not have any rights under or in connection with it. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

5. Complaints & Appeals

5.1 If you wish to appeal a certification decision made by Forefront, you must serve written notice of your intention to appeal within 21 days of receipt of the Forefront decision. Your notice must be addressed to the Technical **Director** at Forefront.

5.2 Once your notice of appeal has been received, the Technical **Director** at Forefront will notify you of the procedure under which your appeal will be heard. All appeals are heard by an independent appeals panel, established under the accreditation rules governing Forefront. The decision of Forefront will remain in force pending the decision of the appeals panel. A decision made pursuant to the appeals procedure shall be final and you and Forefront each agree to adhere to that decision.

6. Limitation of Forefront's Liability

6.1 References to liability in this Section 6, Part 4, include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

6.2 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.3 Subject to Section 6.2, Part 4 (liabilities which cannot legally be limited), and Section 6.4, Part 4 (excluded losses) Forefront's total liability under or in connection with the Contract shall not exceed a sum equivalent to the total charges paid by you under the Contract.

6.4 Subject to Section 6.2, Part 4 (Liabilities which are not limited), this Section 6.4, Part 4 specifies the types of losses that are excluded and cannot be claimed by you under or in connection with the Contract:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill;
- (g) indirect or consequential loss; and
- (h) Forefront will not investigate or confirm the truth, accuracy or completeness of any information provided by you and accordingly Forefront accepts no liability for any losses, costs or damages suffered or incurred by you arising out of or in relation to the Services provided to you on the basis of information provided by you which is not true, accurate and complete in all respects or which is misleading.

7. Force Majeure

Save with respect to your obligation to pay all fees and expenses pursuant to Section 3 of Part 4 of this Contract, neither you nor Forefront will be in breach of the Contract if it is not reasonably possible to perform an obligation under the Contract due to circumstances beyond that party's reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of non-performance continues for eight weeks, the party not affected may terminate the Contract by giving 14 days' advance written notice to the other party.

8. Assignment, Sub-contracting and Employees

8.1 Subject to Section 8.2, Part 4, unless specifically permitted in any of the Appendices attached, the Contract is personal to the parties and neither party may assign, transfer, charge, mortgage, subcontract, or deal in any other manner with any or all of its rights and obligations under the Contract. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

8.2 Forefront may sub-contract its obligations to carry out assessments to third party assessors, provided that Forefront shall remain responsible for any breach of the Contract by such subcontractors as if such breach had been that of Forefront.

8.3 Forefront shall retain the responsibility for determining which personnel provide the Services and may appoint a suitably qualified and skilled substitute personnel to perform the Services

8.4 You shall not, without the prior written consent of Forefront, at any time from the date on which any Services commence to the expiry of six months after the completion of such Services, solicit or entice away from Forefront or employ or attempt to employ any person who is, or has been, engaged as an employee, or subcontractor of Forefront in the provision of such Services. Any consent given by Forefront in accordance with this Section shall be subject to you paying to Forefront a sum equivalent to 100% of the then current annual remuneration of Forefront's employee, or subcontractor.

8.5 You acknowledge that the charges for the Services are calculated on the assumption that there will be no transfer of employment of any of your employees or other contractor employees on the commencement of the Contract.

9. Term and Termination

9.1 The Contract shall commence upon the Effective Date set out at the start of these terms or as set out in the Proposal (where applicable) and shall continue for the Initial Term. The Contract shall automatically extend beyond the end of the Initial Term for periods of twelve months ("Renewal Term") unless either party provides at least 30 days' notice of non-renewal to expire at the end of the Initial Term or the applicable Renewal Term.

9.2 Either party may terminate the Contract at any time by giving the other party not less than 60 days' notice of its intention to end the Contract. In the event of termination of this Contract for any reason any charges or fees paid prior to the date of termination (including advance payments) are non-refundable.

9.2 Without prejudice to any rights that have accrued under the Contract, Forefront may terminate the Contract:

a) with immediate effect if you fail to pay any amount under the Contract on the due date for payment and it remains unpaid 7 days after Forefront has notified you to make such payment: or

b) if you breach any material obligation of the Contract and such breach remains unremedied, if such breach is capable of remedy, after thirty (30) days from the date of notification to you by Forefront of such breach, or immediately upon notice to you by Forefront if such breach is incapable of remedy; or

c) with immediate effect if, in the reasonable opinion of Forefront, you act in such a manner that may bring the reputation of Forefront into disrepute; or

d) with immediate effect if you are unable to pay your debts as they fall due, or you suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts; or you take any action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver; or someone takes action to attach or take possession of any of your assets; or you stop the business you were doing at the time of entering into the Contract; or you become insolvent or are wound up; or any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this paragraph.

9.3 All amounts payable by you to Forefront under the Contract will become due immediately upon termination of the Contract.

9.4 Upon termination or expiry of the Contract

9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10. Non-Disclosure of Confidential Information

10.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this Section 10.

10.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Section 10; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Forefront may include, without any fee due to you, a summary of any Services provided, for Forefront's use either on its website or within any printed portfolio, as an example of its work.

10.4 Subject to Section 10.3, Part 4, neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11. Information requirements

11.1 You must inform Forefront without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of a regulatory authority.

11.2 Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of a regulatory authority must be provided to Forefront directly or gathered by the audit team during a special audit. This shall provide grounds for Forefront to decide on the actions to be taken, including a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the relevant certification requirements.

12. Changes to Standards

All information relating to changes and updates to new standards can be found at www.ffcert.com. This is the address for clients to review all communication updates. Any additional questions that you may have where the information is not available at the above address can be directed to info@ffcert.com.

13. Sanctions And Trade Restrictions

13.1. You agree and acknowledge that your business activities must be in compliance with the Sanctions and Anti-Money Laundering Act 2018, and any associated UK regulation and codes of practice, all as amended from time ("Sanctions Legislation").

13.2. ForeFront reserves the right to conduct screening and background checks at any time during the performance of the Contract. You shall provide all assistance to ForeFront that is reasonably required in relation to such checks.

13.3. You are solely responsible for complying with and shall not do anything which would cause the client to be in breach of the Sanctions Legislation. In particular, you warrant and represents that:

a) you are not and you are not owned or controlled by a sanctioned party.

- b) you shall not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the goods and/or services, directly or indirectly, to:
- (i) any country, territory, or destination with which the client, as a matter of policy, does not conduct business including any other territory subject to comprehensive trade restrictions.
 - (ii) any other territory to which the supply of the goods and/or services would be restricted or prohibited under trade restrictions (subject to the client obtaining licences and/or approvals required to make such a supply); or
 - (iii) any sanctioned party (or any party owned or controlled by a sanctioned party). ; and
- c) you shall obtain and maintain any required export licence or other governmental approval and complete such formalities as may be required under trade restrictions in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with your goods and/or services.

13.4. ForeFront shall not be obliged to perform any obligation under the Contract and shall have the right to terminate the Contract, without being liable for any damages or costs of any kind, if in its sole discretion it reasonably believes that such performance in full or in part would place it in violation of the Sanctions Legislation.

14. Entire Agreement and Variation

14.1 The Contract constitutes the entire agreement between you and Forefront and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering this Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract. Nothing in this Section shall limit or exclude any liability for fraud.

14.2 If there is an inconsistency between any of the provisions of the Contract and the provisions of any master services agreement, purchase order, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this Contract will prevail.

14.3 No variation of or amendment to the Contract will be effective unless it is in writing and signed by an authorized representative of each party.

15. Severance

15.1 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. Notices

A notice required to be given to a party under or in connection with the Contract must be in writing and sent to the party at its address set out at the start of these terms and conditions or, where applicable, on the Proposal. Unless expressly prohibited by the Proposal, notices may be sent by email.

17. Data Protection

17.1 Personal information will only be processed if it is required by ForeFront for legitimate business interests such as entering into contracts, processing payments, contractual obligations and complying with statutory and regulatory obligations. ForeFront will be a data controller of such personal information and shall process such personal information in accordance with its privacy policy and applicable data protection legislation. ForeFront will comply with applicable data protection legislation in providing the Services.

17.2 You acknowledge the requirement to provide ForeFront and its personnel contact information in order to provide Services.

17.3 You will comply with applicable data protection law in connection with the Contract and prior to providing information to ForeFront you shall ensure that you have sufficient rights under applicable data protection legislation for the provision of such information for this purpose.

18. Governing law and Jurisdiction

The law of England governs the Contract and any disputes or claims arising out of it. The English courts have exclusive jurisdiction to settle any dispute or claim that arises out of the Contract.

19. Use of Language

The audit will be carried out in local language. Audit reports, non-conformities and correspondence will be written in English.

20. ForeFront UK Clients acceptance and Binding Agreement

By signing the quotation provided by ForeFront Certification Limited, the client acknowledges and agrees to be bound by these Terms and Conditions. These Terms and Conditions constitute an integral part of the agreement between the client and ForeFront Certification Limited. The client's acceptance of the quotation serves as acceptance of all terms, obligations, and conditions contained within this document, regardless of whether a separate signature is provided on this Terms and Conditions document.