



SCHEME RULES FOR CERTIFICATION OF MANAGEMENT SYSTEMS

BS EN ISO 9001:2015

BS EN ISO 14001:2015

BS ISO 45001:2018

Lift Cert Ltd Management System Certification activities are geographically restricted to Europe and the Channel Islands.

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Applicants are required to read these Scheme Rules and confirm acceptance by signing the associated Application Form (LC002)

1 Introduction

Lift Cert Ltd provides Certification of Management Systems for the following:

BS EN ISO 9001:2015 Quality
BS EN ISO 14001:2015 Environmental
BS ISO 45001:2018 Occupational Health and Safety

This document states the rules that are to be applied to any activity relating to certification management systems. These rules form the contract between Lift Cert Ltd and the client. Any change to the application of the rules can only be with the formal, documented approval of the Technical Director.

2 Confidentiality and Impartiality

2.1 All information about a client or registered company is confidential except as required in law and all Lift Cert Ltd staff and any sub-contractors are required to sign a confidentiality agreement. Where legal requirements or an accrediting authority require sight of information as part of the assessment of Lift Cert Ltd this will not be subject to the disclosure rules. However, such organisations are themselves bound by confidentiality agreements. Any other disclosure to third parties will only be by agreement with the client. Lift Cert Directors consider that the provisions in place as outlined, fully meet the European General Data Protection Regulations (GDPR) that are effective from 25.05.18.

2.2 All activities associated with certification of management systems will be carried out under the responsibility of Lift Cert Ltd management. All decisions made will be based on absolute impartiality with management ensuring that conflicts of interest are identified and prevented or corrected. Lift Cert Ltd management are committed to ensuring objectivity in all its actions.

2.3 Lift Cert Ltd may be required to place the following client information into the Public domain:

Registered Company Name
Unique Certificate Number
Status of Registration
Scope of Registration
Town and County of Head Office and all branches within the scope and
Relative International or National Standard complied with.

3 Applications for Registration

3.1 The Applicant shall submit the following details with any request for Certification services:

- 3.1.1 Signed original of Application Form (LC002.)
- 3.1.2 Where the applicant operates from more than one site each site shall be identified and the scope of works carried out at each site identified. These rules will apply to all sites.
- 3.1.3 Any information necessary for Lift Cert Ltd to assess the resource requirements and competencies needed to conduct the audits. This may include details of any works outsourced and any statutory or Regulatory requirements to which the applicant operates.
- 3.1.4 Name(s) of applicant personnel who will act as point of contact between Lift Cert Ltd and applicant
- 3.2 Lift Cert Ltd will review the application and all other information to ensure the applicant's proposed scope of registration is within Lift Cert Ltd.'s published schedules of accreditation. Where this is the case the applicant will be accepted by Lift Cert Ltd.
- 3.3 It is the applicant's responsibility to ensure the scope of registration applied for meets their requirements.

4 General Activities

- 4.1 A quotation for the Stage 1 and Stage 2 assessment will be sent to the client together with these scheme rules. The quotation will confirm that completion of the order section of the form or issue of the applicant's own order will apply to the certification three year cycle comprising Stage 1 and Stage 2 audits and a minimum of two surveillance visits.

A quotation for the transfer of existing certification by an accredited Certification Body will be issued in accordance with the established programme for the remaining certification cycle.
- 4.3 When an applicant returns a signed copy of a quotation as an order or issues his own order he will be bound by these rules. A payment for the Stage 1, Stage 2 or Transfer Assessment must accompany the order at which time Lift Cert Ltd will arrange a mutually agreed date for the Stage 1 audit or Transfer Assessment and forward an audit plan together with the names of the auditors assigned for the visit.
- 4.4 Process for registration normally comprises a Stage 1 and Stage 2 audit following which a Certificate of Registration will be issued to the applicant.
- 4.5 When a sub-contractor is to be used the Applicant will be informed and the works to be undertaken by the sub-contractor will be fully described.
- 4.6 The applicant is required to allow Lift Cert Ltd, using auditors and experts as it deems necessary, to assess the compliance of the applicant's management system with the requirements of the applicable standard. The applicant shall have the right, based on reasonable grounds, to object to any proposed member of the audit team. Lift Cert Ltd will not disregard reasonable grounds for objection. Audit team may comprise of observers and auditors under training

The applicant will provide unrestricted access to all parts of his business, premises and relevant documents and records covered by the proposed Scope of registration.

Suitable accommodation shall be made available to the audit team for the duration of the visit and the applicant's Management Representative or their deputy shall be available at all times. A senior member of the applicant's management shall attend the Opening and Closing meetings.

- 4.7 The Stage 2 assessment will take place within six months of the Stage 1 visit. Where this is not achieved Lift Cert Ltd will need to undertake a document review of the management system and an extra charge will apply to this activity.
- 4.8 Where the audit team record non-compliance with the requirements of the relevant standard or the applicant's own Documented Managements System (DMS) the applicant shall within twenty-eight days advise Lift Cert Ltd of agreed corrective actions. Where a Major non-compliance has been identified registration cannot be granted until suitable corrective action has been completed and verified by Lift Cert Ltd.
- 4.9 Following completion of assessment Lift Cert Ltd will review the relevant reports and submissions and at its own discretion award registration or decline registration. If registration is declined Lift Cert Ltd will clearly state the actions necessary to allow registration to be granted.

5 Certificate of Registration and replication of Lift Cert Logo

- 5.1 On satisfactory completion of the assessment and payment of all fees Lift Cert Ltd will issue a Certificate of Registration to the client which describes the scope of registration, date of registration, validity period and a unique Certificate number. The Certificate will also include the accreditation mark assigned to Lift Cert Ltd. The Certificate remains the property of Lift Cert Ltd and shall be returned upon request to Lift Cert Ltd on withdrawal of registration for any reason.
- 5.2 During the registration period the client may advertise that information and use the Lift Cert accreditation mark in accordance with Conditions of use of registration marks in these rules. The accreditation mark shall not be used until the Certificate of Registration is issued and must not be used when the Certificate is withdrawn for whatever reason.
- 5.3 A registered client shall at all reasonable times produce its Certificate of Registration for inspection by Lift Cert Ltd

6 Continuing Registration

- 6.1 Registration will continue for a three-year period from the first registration date (in the case of Transfer the first registration date issued by the original Certification Body will be adhered to); subject to payment of all outstanding fees and successful outcome of surveillance visits which are held at annual interval as a minimum. The first surveillance visit shall be completed within one year of the last day of Stage 2 audit. If this is not performed, then Lift Cert Limited will carry out a special visit. Additional visits may be necessary to verify corrective actions, conduct extensions to scope or investigate complaints. Client must also continue to provide access to all relevant premises,

documents and records for audit purposes by Lift Cert Ltd. Records of Management Reviews and Internal Audits must be retained for a minimum of three years.

- 6.2 Client is required to keep Lift Cert Ltd informed of changes related to:
- 6.2.1 the legal, commercial, organizational status or ownership
 - 6.2.2 organization and management including management representative
 - 6.2.3 contact address and sites
 - 6.2.4 scope of registration
 - 6.2.5 significant changes to the DMS.
 - 6.2.6 a serious incident or breach of Regulations requiring involvement of HSE or EA without delay.**

Information shall be sent to Lift Cert Ltd at least twenty-eight days prior to the changes becoming effective.

- 6.3 At the end of the three-year period a recertification visit will be made and following successful completion a new Certificate of Registration will be issued for a further three-year registration period upon payment of all outstanding fees.
- 6.4 For all assessment and surveillance visits fees shall be paid prior to the visit. Where a visit is cancelled by the client with less than two weeks' notice Lift Cert Ltd may apply a cancellation fee.
- 6.5 Lift Cert Ltd undertakes to keep clients informed of any changes to its requirements for Certification. Compliance with any new requirements will be verified by Lift Cert Ltd.
- 6.6 The client, not Lift Cert Ltd, has the responsibility for the conformity with the requirements for certification.

7 Suspension and Withdrawal of Registration

- 7.1 Lift Cert Ltd may suspend or withdraw registration of a client for failure to pay any amounts due. In the case of an application registration will not be granted until all payments are received.

The decision to suspend or withdraw registration will be notified in writing to the client and shall be deemed to become effective 14 days after the date of the letter. If the client wishes their registration to be reinstated, then all payments must be received and Lift Cert Ltd may add further charge to cover the costs involved.

- 7.2 Lift Cert Ltd may at any time suspend or Withdraw registration if the client has:
 - 7.2.1 committed a breach of any of the obligations imposed by these rules.
 - 7.2.2 fails to maintain its management system in accordance with the requirements of the relevant standard.
 - 7.2.3 fails to rectify non-conformities from the relevant standard identified by the auditor during periodic assessment of the management system.

- 7.2.4 fails to notify Lift Cert Ltd of a new address from which activities covered by the scope of registration are carried out
 - 7.2.5 fails to notify Lift Cert Ltd within twenty-eight days of a change of ownership which results in a change to the controlling interest of the company.
 - 7.2.6 fails to advise Lift Cert Ltd of change to its Management Representative
 - 7.2.7 fails to advise Lift Cert Ltd **without delay** of a known breach of legislation which may impact on the registration granted.
 - 7.2.8 by misuse or misrepresentation of registration marks in a manner which may bring Lift Cert Ltd into disrepute.
 - 7.2.9 declares itself or is declared insolvent or bankrupt or if in the opinion of Lift Cert Ltd the nature of the client's work has changed or change of ownership affects the conditions under which the client is registered.
 - 7.2.10 it behaves in a fashion which in the opinion of Lift Cert Ltd is against or prejudicial to the reputation, intent or accreditation of Lift Cert Ltd.
- 7.3 Before withdrawing registration Lift Cert Ltd may decide to suspend registration for a period no greater than six months. This decision will be communicated to the client by letter which will identify the reasons for suspension and the actions necessary to restore registration. Within fourteen days the client may make representations in writing to Lift Cert Ltd which Lift Cert Ltd will consider before imposing suspension or continuing registration. Client then has the right of appeal as in clause 8 below. Where required Lift Cert Ltd may carry out a chargeable special audit visit, to resolve any of the above issues.
- 7.4 Before withdrawing registration Lift Cert Ltd will notify the client, in writing, of its decision and allow the client fourteen days to make representation in writing. Lift Cert Ltd will consider these representations before imposing withdrawal and requesting return of all associated Certificates of Registration. Client then has the right of appeal as in clause 8 below.
- 7.5 Lift Cert Ltd may make public the withdrawal of registration and the standard which was infringed.
- 7.6 It should be noted that where a client is approved under a product directive which relies upon satisfactory quality management system being maintained that approval will also be withdrawn.
- 7.7 Lift Cert Ltd is responsible for all decisions relating to granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring following suspension, or withdrawing of certification.

8 Appeals

- 8.1 In the circumstances Lift Cert Ltd declines to issue the certification or suspends or withdraws certification and registration or the client does not agree with a finding identified at the closing meeting then the client may appeal, in writing.

- 8.2 The initial appeal should be made within 14 days of receipt of the Lift Cert Ltd decision
- 8.3 The appeal should be made to the Technical Director of Lift Cert Ltd or his Deputy who will refer it to an independent arbiter. The arbiter will convene a review committee composed of persons not associated with the client or any associated registration activities. The arbiter may be a member of the Certification Management Board. The client will be informed of all members of the arbitration committee and may on reasonable grounds object in writing to any of the members. All costs associated with the formation of the committee will be paid by the client prior to the meeting of the committee.
- 8.4 When the appeal has been completed the decision will be notified to the appellant. If the decision upholds the appeal, then the costs on deposit will be returned to the client in all other cases the amount will be retained by Lift Cert Ltd. The decision of the appeals committee will be binding on both the client and Lift Cert Ltd.
- 8.5 No discriminatory actions will be taken against any client initiating an appeal whatever the outcome.

9 Complaints

- 9.1 When complaints are received against a certified client then Lift Cert Ltd will investigate the matter. The client will also be informed of the complaint at an appropriate time. Where considered necessary a special visit may be made to client's premises to allow further investigation of the complaint. This visit will be made at the cost of the client.
- 9.2 Where complaints are made in respect of Lift Cert Ltd activities they will be subject to investigation and resolution in accordance with documented internal procedures.

10 Misuse of Certificates of Registration or Marks

- 10.1 Client whose registration has been suspended or withdrawn shall not show or allow to be shown its Certificate of Registration or any copy of the Certificate in its own premises or any other place.
- 10.2 A client whose registration has been withdrawn shall not show or allow to be shown any Lift Cert Ltd Certification marks in any documents, records, advertising or company vehicles.
- 10.2 All Certificates of Registration must be returned immediately to Lift Cert Ltd upon suspension or withdrawal of registration.
- 10.3 No company that is not a client of Lift Cert Ltd may use, or cause to be used, the words Lift Cert Ltd in any way which could imply that the company is registered by Lift Cert Ltd to any management system standard.

The registration process and the validity and performance of these rules shall be governed by the laws of England and Wales.

11 Records

Records associated with the Registration and Certification process are retained in Confidential Files for a period as stated in the Lift Cert Ltd. Quality Procedures Manual.

12 Use of Registration Marks

The Lift Cert registration mark will be available to all registered clients via a controlled web page when a Certificate of Registration has been issued. The mark without the UKAS “tick and crown” may be used on:

Stationery, Advertising, Promotional goods, Flags, Vehicles, Corporate clothing and signs.

When the UKAS logo is attached to the registration mark it **may** be used on:

- Stationery: General letterheads, Compliments slips **NOT** service reports or test reports.
- Advertising and Publicity material: Where the material relates to services within the scope of registration **NOT** Calendars; diaries or mugs.
- Corporate Literature: Must relate to the services within the scope of registration

Any statement on product packaging that the certified client has a certified Management System shall include reference to:

- Identification (brand or name) of the certified client
- The type of Management System (e.g. Quality, Environmental) and the applicable standard
- The certification body (Lift Cert Ltd) issuing the certificate

[Product packaging is removable without damage to the product]

Further information regarding the use of Lift Cert Ltd logo and the UKAS symbol are given in Appendix B of the following BIS document:

THE NATIONAL ACCREDITATION LOGO AND SYMBOLS - Conditions for Use of the National Accreditation Logo and Symbols by UKAS and UKAS Accredited Organisations (available from the UKAS website <http://www.ukas.com>).