



REGULACIONES RELATIVAS A LA CERTIFICACION

Preámbulo

NQA Certification Limited (en adelante, NQA) ofrece servicios de certificación de sistemas de gestión nacionales e internacionales, como las normas ISO 9001, ISO 14001 e ISO 27001.

Cuando se hace referencia a "la norma pertinente" en estas Regulaciones, se trata de una o más normas que conforman la solicitud de certificación y cualquier requisito vinculado (por ejemplo, IATF 16949) exigido para la certificación.

Confidencialidad

1. Toda la información adquirida por NQA, sobre un solicitante o una empresa certificada, será confidencial y, excepto cuando lo requiera un organismo de acreditación o para introducirla en las bases de datos del sector, no se revelará a terceros sin el acuerdo previo por escrito de la empresa en cuestión.

Certificación

2. Una empresa (asociación, departamento gubernamental, autoridad local u otro órgano competente), cuyo sistema de gestión para parte o la totalidad de sus operaciones (alcance) haya sido evaluado por NQA en el combinado de requisitos de la norma pertinente puede alcanzar la certificación. NQA dispone y publica una lista de certificados válidos disponible bajo solicitud.
3. La continuidad del certificado para dicho alcance depende del resultado de las auditorías de mantenimiento/recertificación realizadas periódicamente por NQA al sistema de la empresa. Esto se hace para garantizar que la empresa sigue cumpliendo con los requisitos de la norma vigente.

Nota: Para las organizaciones con certificación AQMS, se considera que la conformidad con los requisitos de la norma pertinente incluye la sección 9 de AS9104-1:2022..

Representante de la dirección

4. El representante de la dirección es la persona nombrada por la empresa como responsable de la administración ejecutiva del sistema de gestión de dicha empresa. Esta persona debe estar familiarizada con los requisitos de la norma pertinente.
5. A pesar del punto 11, en la certificación IATF 16949, los consultores no pueden estar físicamente presentes en las instalaciones del cliente durante la auditoría ni participar en ella de ninguna manera.

Acceso

6. Los clientes deberán proporcionar derechos de acceso a las instalaciones, actividades e información de auditoría a:
 - a) Los representantes de NQA, para que lleven a cabo actividades de evaluación y auditorías testigo (witness audit).
 - b) Los acreditadores de NQA y a los organismos competentes, como, por ejemplo UKAS, IATF y FSSC, para facilitar que NQA presencia la realización de actividades de evaluación y lleve a cabo la supervisión del plan correspondiente.
 - c) Los representantes de la IAQG OPMT, SMS o RMS (si procede) para la certificación AQMS.

Solicitud de certificación

7. El proceso de certificación normalmente incluye una auditoría de Fase 1 del sistema de gestión de la empresa y una posterior auditoría de Fase 2 para la implementación de dicho sistema. La solicitud de una empresa para las auditorías de Fase 1 y Fase 2 con NQA prescribirá con el tiempo.

8. La solicitud debe enviarse en el formulario pre-diseñado e incluirá todas las direcciones de la empresa que realicen actividades incluidas en el alcance de certificación. Estas normas serán de aplicación a todas las direcciones con la misma validez.
 - a) Los solicitantes de la certificación AQMS deberán identificar a un administrador de la base de datos OASIS.
9. Los interesados tienen la responsabilidad de que su alcance de certificación satisfaga los requisitos aplicables a dicho alcance. Los interesados también deberán determinar que certificado o combinación de certificados desean (ver Preámbulo).

Solicitud tarifas de certificación inicial

10. Se deberá pagar una tasa inicial por la solicitud. Debe ir acompañado de la tasa parcial correspondiente más el mandato de domiciliación bancaria. La tasa cubre el coste administrativo de la tramitación de la solicitud y de la realización de las auditorías de la fase 1 y 2. Cualquier trabajo adicional relacionado con cualquiera de las dos auditorías (por ejemplo, visitas a direcciones adicionales) conllevará el pago de tasas suplementarias. Todas las tasas relacionadas con las dos auditorías vienen definidas por el punto 32.

Auditoría de fase 1

11. El solicitante deberá permitir que los auditores y expertos de NQA designados para dicha tarea realicen la auditoría del sistema de gestión de la empresa en su debido momento.

La empresa tiene el derecho a objetar la composición del equipo de auditoría, siempre y cuando justifique dichas objeciones. NQA no podrá desatender las justificaciones para estas objeciones sin razón aparente. El solicitante deberá proporcionar los recursos adecuados para realizar dicha tarea, incluyendo una oficina y toda la documentación de apoyo solicitada por el auditor.

El representante de la dirección o su adjunto deben estar presentes o disponibles durante la auditoría de fase 1. En caso de contar con la presencia de un consultor, el candidato debe asegurarse de que no interfiere en el resultado de las auditorías de fase 1 y fase 2. Se requerirá la presencia de un ejecutivo de la empresa en la reunión de apertura y cierre de la auditoría de fase 1. Si la fase 1 concluye satisfactoriamente, se establecerá una fecha para realizar la auditoría de fase 2.

Auditorías de fase 2

12. El solicitante deberá permitir que los auditores y expertos de NQA designados para dicha tarea evalúen el cumplimiento del sistema de gestión de la empresa con respecto a los requisitos de la norma aplicable.
13. La empresa tiene derecho a objetar la composición del equipo de auditoría, siempre y cuando justifique las objeciones. NQA no podrá desatender las justificaciones para estas objeciones sin razón. El solicitante deberá proporcionar acceso sin restricciones a las secciones e instalaciones de su negocio, así como a la documentación de apoyo incluidos en su alcance de certificación.

14. Office accommodation shall be made available for the duration of the Stage 2 audit, and the company's management representative, or its deputy, shall be present throughout that Stage 2 audit. A senior executive of the company shall attend the opening and closing meetings. The Stage 2 audit visit shall normally take place within six months of the Stage 1 audit. In the event that the time interval exceeds six months, NQA may require, by such assessors and experts as it may appoint, to verify that the company's MS has not substantially changed.

Appraisal of Application for Registration

15. When considering an application for registration following a Stage 2 audit, NQA may, at its discretion, decide to:
- Grant registration, or
 - Decline registration.

Registration Fee

16. Registration, including entry in National and International Directories of Registered Companies, if appropriate, is contingent upon the payment of a Registration Fee. The fee covers the administrative cost of processing registration and any surveillance audit visits scheduled to take place during the remainder of that financial year. Additional, unscheduled surveillance audit visits will incur an additional charge.

The Registration Fee shall be payable by the company prior to the issue of the Certificate of Registration unless a direct debit mandate has been raised. The fee relating to registration shall be as prescribed by Regulation 31.

Certificate of Registration and Replicas of NQA Devices

17. Following payment of the Registration Fee, NQA shall issue a Certificate of Registration detailing the company's scope of registration and incorporating the date of registration, validity period and the certificate number. The certificate shall incorporate the appropriate accreditation mark. The certificate and audit report(s) are the property of NQA and shall be returned, upon request, to NQA on cessation of registration for whatever reason.

18. The Certificate of Registration shall contain the following information:

- The name and geographic location of the client, (or the geographic location of the Head Office and any sites within the scope of a multisite certificate).
- The dates of granting, extending or renewing certification.
- The expiry date.
- A unique identification number.
- The precise standard and/or other certification criteria, against which certification is issued.
- The scope of certification.
- The name, address and certification mark of NQA.
- Any other information required by the certification criteria.

19. During the currency of its registration with NQA, a company shall be entitled to advertise that fact and to use the NQA Registration or Certification Mark(s) as appropriate, the former in the case of accredited scopes and the latter by all registrants. All use of NQA Registration and Certification Marks must be in accordance with the Conditions of Use of NQA's Marks. No company shall normally be permitted to hold more than one certificate number for each registration held. A company shall not use either the NQA Registration Mark or the NQA Certification Mark, until its Certificate of Registration is issued. Registered companies are prohibited from using the IATF logo in any capacity.

20. A company registered with NQA shall, at all reasonable times, be prepared to produce its Certificate of Registration for inspection by an authorised representative of NQA.

Conditions of Continued Registration

21. Registration shall subsist, without renewal, until the end of the NQA financial year within which certification was granted, subject to the satisfactory outcome of any periodic surveillance and re-assessment audits carried out by NQA (see Regulations 23 to 29) and compliance with these Regulations Relating to Registration, as may be amended from time to time.

22. A company registered with NQA shall be eligible for continued registration subject to:

- Payment of an Annual Registration Fee, as prescribed in Regulation 31, with payment to be received by 1 May; or have in place an acceptable direct debit mandate, and
- Access, by NQA representatives, to those parts of the business and premises covered by the scope of registration for the purpose of periodic surveillance audits of the management system (see Regulation 23), and
- Application being made for the inclusion of any additional addresses at which activities covered by the scope of registration are carried out or arranged and which are, in consequence, subject to the controls described in the company's MS, and
- Application being made for changes to the company's scope of registration as a result of changes to the company's MS, and
- Compliance with scheme specific requirements (such as IATF Rules for achieving and maintaining IATF recognition), and
- Compliance with the requirements of the relevant standard, and
- Retention of records of Management Reviews and Internal Audits for a minimum period of three years, and
- Notification to NQA of significant changes to the company's MS. Work associated with Regulations 22.c) and 22.d) will incur the payment of Additional Fees (see Regulation 31). The company shall notify NQA of changes, under Regulations 22.c), not later than twenty-eight days prior to coming into effect, and
- Notification to NQA without delay (maximum three (3) working days) of matters that may affect the capability of the Management System to continue to fulfill the requirements of the applicable certification scheme e.g.
 - Legal status.
 - Commercial status (joint venture, sub-contracting with other organisations).
 - Ownership status (mergers, acquisitions).
 - Organisation and management (key managerial, decision making or technical staff).
 - Contact address or location.
 - IATF OEM special status (notification shall be within 10 calendar days).
 - Major changes to the management system and processes.
 - Scope of operation under the certified management system.
- Notification to NQA without delay of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.
- Notification to NQA within three (3) working days, of product recalls and calamities that affect the capability of the management system to continue to fulfill scheme requirements.
- Notification to NQA within three (3) working days, of any legal proceedings with governmental authorities and the outcomes of those related to food safety and/or quality that affect the capability of the management system to continue to fulfill scheme requirements.
- Notification to NQA, as soon as possible, of major threats to business continuity such as an earthquake, fire, flood, tsunami, force majeure etc. related to food safety and/or quality that affect the capability of the management system to continue to fulfill scheme requirements.
- Provision upon request of all data necessary for determination of scope, certification structure, and risk analysis.
- Notification to NQA of any change to the OASIS database administrator.

Periodic Surveillance Audits

23. The certification issued to clients whose management system has been shown to comply with the criteria against which an assessment was conducted, as described in Regulations 11 to 14 will be maintained by NQA conducting periodic surveillance audits. The first surveillance audit will take place at a time prescribed by NQA, which would normally be no more than twelve months following the date of the certification decision.
- a) In the event that the certified organization refuses to participate in an unannounced surveillance audit, the certificate shall be suspended immediately, and subsequently withdrawn if the unannounced audit is not conducted within six-months (23. a is FSSC specific).
24. The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. NQA shall not unreasonably disregard the grounds for objection. The client shall provide unrestricted access to those parts of its business, premises and supporting documents covered by the proposed scope of registration.
25. Subsequent surveillance audits shall normally be undertaken on a notional annual or bi-annual basis as deemed necessary by NQA, (unless further visits are deemed necessary by NQA). The requirements of Regulations 12 to 14 are generally applicable.

Re-certification Audits

26. Certification will normally be valid for a period of three years, subject to compliance with Regulation 22. Prior to the conclusion of three year certification cycle, a re-certification audit will be carried out by NQA in lieu of a periodic surveillance audit, as described in Regulations 23 to 25. This re-certification audit will evaluate the continued conformity and effectiveness of the client's management system as a whole with all of the requirements of the certification criteria.

The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. NQA shall not unreasonably disregard the grounds for objection. The applicant shall provide unrestricted access to those parts of its business, premises and supporting documents covered by the proposed scope of registration.

27. Following a recertification audit, NQA may, at its discretion, decide to:
- a) Grant continued registration, or
b) Decline continued registration.
28. Should the decision be to grant continued certification, NQA will reissue the certificate of registration to the client as described in Regulation 17. That re-issued certificate will be normally valid for a period of three years, subject to compliance with Regulation 22.

Suspension

29. Management system certification issued by NQA may be temporarily suspended for a number of reasons including:
- a) Voluntary cessation (by the client) of the operation of the certificated management system for whatever reason, (as required by Regulation 22f).
b) The management system adopted by the client has persistently or seriously failed to meet the certification criteria and has shown itself to be incapable of being effective, (as required by Regulation 22f), and
c) The client has not permitted NQA to conduct surveillance/ reassessment activities (as required by Regulation 22b).
30. During its suspension, for whatever reason, the client shall not promote any claim to the effect that its management system is certificated. In addition NQA may place notice on its website (www.nqa.com) that a client's certification is under suspension. Financial Year, Fees and Charges.
31. Fees and charges, as prescribed, shall be subjected to Value Added Tax at the prevailing rate, are non-refundable and payable as follows:
- a) Application/MS Review Fee - payable upon application (or, if appropriate, a direct debit mandate to accompany the application for registration).
b) Registration Fees and other charges payable 1 May (or as prescribed in Regulation 22a).
c) Additional Fees - payable within thirty (30) days of the date of invoice (unless covered by a direct debit mandate, see e. below).

- d) Cancellation Fee – payable within thirty (30) days of the date of invoice (unless covered by a direct debit mandate, see e. below).
e) Where payment of a Registration Fee is made by direct debit, a mandate shall be received by NQA within twenty-eight days of the request for payment.

Appointments, Postponements and Cancellations

32. Clients shall be given adequate notice of a visit by NQA.
- Once confirmed, an additional fee will be charged if a visit is postponed or cancelled by the client within 20 working days of its planned occurrence. The fee chargeable will be based on a percentage of NQA's current standard day rate fee per audit day, as follows: cancellation on the day = 100%, cancellation within 5 working days = 90%; cancellation within 6-20 days = 50%. Additional nonrefundable expenditure that has been incurred by NQA (e.g flights or hotels) will also be re-charged. Cancellation and Withdrawal of Registration.
33. NQA may, at any time, cease consideration of an application, or cancel registration of a company for failure to make payment of the prescribed fees and charges, as required in Regulation 31. The decision to cease consideration of an application, or to cancel registration, shall be notified to the company in writing and shall be deemed to become effective at the expiration of fourteen days after the date of dispatch of the letter. Should the company seek to have their registration reinstated, then NQA may make a charge to cover the costs involved.
34. NQA may, at any time, withdraw the registration of a company if it is shown to the satisfaction of NQA that:
- a) It has committed a breach of any of the obligations imposed by these Regulations, or
b) It fails to maintain its management system to the requirements of the relevant standard, or
c) It fails to rectify departures from the relevant standard observed by an NQA assessor during periodic surveillance audits of the management system, or
d) It fails to notify NQA of the existence of new addresses that either arrange or carry out work covered by the existing scope of the company, or
e) It fails to notify NQA within twenty-eight days of a change in the company's ownership which results in a change to the controlling interest of the company, or
f) It attempts to mislead its clients about the location or source of a service within its scope of registration, or
g) It has made use of the registration or certification marks or devices of NQA (as described in Regulation 19) in a manner which is likely to bring NQA into disrepute, or
h) It fails to advise NQA, within twenty-eight days, of a change of management representative at any of its business locations covered by its Certificate of Registration, or
i) It fails to notify NQA without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.
j) It becomes bankrupt or insolvent or has a receiving order made against it, or compounds with its creditors or being a corporation commences to be wound up (not being a members voluntary winding up for the purposes of reconstruction) or carries on business under a receiver for the benefit of creditors or any of them or if, in the opinion of NQA, the nature of its work has changed or
k) It shall cease to trade or if there be any change in the ownership of the business that materially affects the conditions under which the company was registered, or
l) It performs any act which, in the opinion of NQA, is contrary or prejudicial to the objects or reputation of NQA.
35. Before deciding whether or not to withdraw the registration of a company in accordance with Regulation 34, NQA shall inform the company, in writing by recorded delivery, of their intention to do so and the reason for the withdrawal. NQA shall afford the company the opportunity to make representation in writing to NQA within fourteen days of the date of recorded dispatch, and shall consider such representation before deciding whether or not to withdraw the registration of the company.

36. A decision to withdraw the registration of a company under Regulation 34 shall be notified in writing by recorded delivery. The registration of a company which is withdrawn shall not be transferred to any other company. Notwithstanding Regulation 1, NQA may make public the withdrawal of registration and the associated regulation(s) which was infringed.

Complaints

37. NQA has a publicly available description of its process for handling complaints against it. This process is described on its web-site (www.nqa.com). Details of the subject of any complaint and its resolution are also contained on that web-site, should the complainant and/or client wish the details of the complaint to be publicly available.

Appeals

38. Any applicant organisations or certificated client of NQA Certification Limited (NQA) has the right to appeal any decision pertaining to the certification process made by NQA and concerning such applicant organisation or certified client.

Note 1: Submission, investigation and decision on appeals shall not result in any discriminatory action against the appellant.

Note 2: For the purposes of this appeals procedure, an "Independent Person" means a person who has had no direct involvement with the audit or certification of the relevant appellant in the twelve months prior to the submission of the written appeal including the audit or certification decision that forms the subject of the appeal.

39. In the first instance the appellant submits a written appeal to NQA setting out the background to and reasons for the appeal. NQA shall log receipt of such appeal, formally confirm receipt of such appeal and provide the appellant with the name(s) of the individual(s) responsible for the investigation and an anticipated timeframe for completion.
40. On occasions where the anticipated timeframe for completion is exceeded, the appellant shall be kept updated of progress.
41. The outcome of the investigation and provisional decision shall be reviewed and approved by an Independent person who has had no prior involvement with the investigation and provisional decision.
42. In order to ensure impartiality and in addition to regulation 42, the outcome of the investigation and provisional decision shall be reviewed by the Independent Certification Board of NQA.
- This review shall precede communication of the outcome to the appellant.
43. Upon completion of the investigation and satisfactory impartiality review, the outcome shall formally be communicated to the appellant.
44. Upon occasions where the appellant wishes to challenge the decision of the appeals investigation, an additional appeal may be submitted to the Managing Director.
45. Subject to conformity with pre-defined independence requirements, the decision of the Managing Director is final and binding upon all parties.
46. On occasions where the Managing Director is not Independent, the Managing Director shall refer the final decision to the Global Accreditation Director.
47. Actions incumbent upon any party within this process (both internal and external) shall be completed within 21 working days. Misuse of NQA Certificates of Registration or Marks.
48. A company, whose registration has been withdrawn, shall not exhibit, or cause to be exhibited, its former Certificate of Registration or any copy of it, either on its premises or elsewhere, nor shall it use or display, or permit to be used or displayed, any reproduction, print or replica of the NQA registration or certification marks in any form or on any material whatsoever.
49. All certificates of Registration must be returned promptly to NQA when there is either a legitimate requirement for a change to its detail or upon cessation of the company's registration under either Regulation 34 or Regulation 36.
50. No company that is not registered with NQA shall use, or cause to be used, the words "NQA" in any manner or for any purpose whatsoever, in connection with its business, its company or trading name, nor shall it in any way represent itself or its business as being so registered.

Short Notice Audits

51. It may be necessary for NQA to conduct audits of certified clients at short notice or unannounced to:
- Address significant structural changes to the company and/ or the documented management system, which may include a move of premises.
 - Significant complaints which may bring into question the validity of the certificate.
 - Follow up where certification has been suspended.
52. It may be necessary for NQA to undertake unannounced audits of certified clients where specifically required by the relevant standard.

Warranties

53. NQA warrants that, as at the date on which a Certificate of Registration is issued or re-issued pursuant to Regulation 17 or Regulation 28 following a recertification audit (as applicable):
- The Certificate of Registration issued under these Regulations will conform to the express specifications set forth in Regulation 18.
 - It shall have the right to confer and/or transfer the Certificate of Registration and that the same shall be delivered free of encumbrances; and
 - The Certificate of Registration provided hereunder meets the specifications and requirements of the appropriate oversight bodies in all material respects.
54. Each party warrants to the other that it has all requisite power and authority to enter into and perform its obligations under these Regulations and that the terms of these Regulations and the other documents referred to herein constitute valid, legal and binding obligations.
55. Other than those express warranties set out in Regulation 53 and 54 above, NQA provides no other warranties under the terms of, or in connection with, these Regulations.
56. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Regulations.
57. Each applicant and/or registered company:
- Acknowledges and agrees that details of an applicant's and/or registered company's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of NQA in connection with the provision of services under these Regulations, and
 - Warrants that it has obtained all necessary consents and clearances under the Data Protection Act 2018 to enable NQA to provide the services set out in these Regulations.
58. The applicant or registered company acknowledges that NQA is reliant on the applicant or registered company for direction as to the extent to which NQA, as processor, is entitled to use and process the relevant personal data. Consequently, neither NQA nor any of its affiliates will be liable for any claim brought by a data subject arising from any action or omission by NQA or any of its affiliates as processor, to the extent that such action or omission resulted from the applicant's or the registered company's instructions. To the extent that any claim is made against NQA and/or its affiliates in relation thereto, NQA and its affiliates shall be indemnified by the applicant or registered company pursuant to the terms of Regulation 60 in relation to all Losses (as defined in Regulation 60) incurred by NQA and/or its affiliates.

Indemnities

59. The applicant or registered company on the one hand and NQA on the other hand hereby indemnifies the other party and its affiliates from and against any and all claims, losses, liabilities, costs, damages, penalties and fines (together "Losses") which occur or result directly from the other party's uncured breach of these Regulations, except to the extent such Losses have been caused by, resulted from, or are connected with the negligence or misconduct of the party to be indemnified (or its affiliates).
60. The applicant or the registered company hereby indemnify NQA and its affiliates from and against any and all Losses suffered or incurred by NQA and/or its affiliates as a result of, or in connection with, the processing of personal data under the Data Protection Act 2018 and Regulations 58 and 59, the applicant or registered company's breach of Regulations 48 to 50 and/or any claim made against NQA and/or its affiliates for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the services provided under these Regulations.

Limitation of Liability

61. Regulations 62 to 65 set out the entire financial liability of NQA and its affiliates (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:
- Any breach of these Regulations however arising.
 - Any services or any part of them provided by NQA under the terms of these Regulations; and
 - Any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Representations.
62. Nothing in this agreement shall limit or exclude the liability of either party:
- For death or personal injury resulting from negligence; or
 - For fraud or fraudulent misrepresentation; or
 - For breach of the condition as to title or the warranty as to quiet possession implied by.
63. Without prejudice to Regulation 62, NQA's total liability arising under or in connection with these Regulations, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to an amount equal to the fees payable to NQA under the terms of these Regulations.
64. NQA shall not, under any circumstances whatever, be liable whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or special, indirect or consequential damage or loss, suffered by an applicant or registered company that arises under or in connection with these Regulations or the services provided by NQA in connection with these Regulations.

Force Majeure

65. NQA shall not be liable in any respect should it be prevented from discharging its obligations under these Regulations as a result of any matter beyond its control which could not be reasonably foreseen.

Entire Agreement

66. These Regulations, together with the 'Complaints Procedure' and 'Payment Terms' available on the NQA web-site (www.nqa.com) and any terms and conditions of any attachment(s) hereto, constitute the entire agreement between the parties and supersede all previous agreements, which are hereby made null and void. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms shall alter the terms hereof and objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of these Regulations shall bind either party unless in writing and signed and accepted by duly authorised representatives of both parties. However, notwithstanding the above and for the avoidance of doubt, NQA may periodically amend the terms of the 'Complaints Procedure', 'Appeals Process' and 'Payment Terms' by way of notice to the applicant or registered company or on NQA's website (www.nqa.com) without the prior written consent of the applicant or registered company.

Assignment

67. NQA may at any time assign, transfer, charge or mortgage all or any of its rights under these Regulations.
68. No applicant or registered company shall, without the prior written consent of NQA, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under these Regulations.

Third Party Rights

69. Except as expressly provided in this agreement, a person who is not a party to these Regulations shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Regulations. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

Language

70. All audits will be conducted in English unless prior arrangements have been made and expressly agreed by NQA in writing.

No Waiver

71. No failure or delay by a party to exercise any right or remedy provided under these Regulations or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Law and Jurisdiction

72. The registration process and the validity, construction and performance of these Regulations shall be governed by English law.
73. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Regulations or their subject matter or formation (including non-contractual disputes or claims).

NQA Certification Limited

Registered in England
No. 09351758

Registered Office:

Warwick House, Houghton Hall Park, Houghton Regis,
Dunstable, Bedfordshire, LU5 5ZX

Website: www.nqa.com

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www.nqa.com

