



Contractual Terms & Conditions

1. These regulations define the general terms and conditions of NPC (NI) Ltd t/a Paragon Assurance, and its operating divisions and subsidiaries providing Management System Certification called the Scheme. The use of singular pronouns shall include the plural and vice versa; use of gender specific masculine pronouns shall include the feminine gender and non-binary.
2. **Terms and definitions;**
 - a. 'Assessor / Auditor' means any person appointed by the us for the purpose of effecting assessment & evaluation of management systems. Candidate Company/Clients must permit observers, to observe an audit.
 - b. 'The Standard' means any one or combination of Standards for control of Operational and/or Product Manufacturing Systems, (Management Systems), as may be published by the various Standards making bodies such as The International Standards Organisation.
 - c. 'Candidate Company' means an individual or company which has applied for but has not yet been granted registration (also known as 'Certification') by us under the Scheme.
 - d. 'Certificate' means a certificate of registration issued under the Scheme in recognition of a management system assessed to be complying with the requirements of the Scheme and the standard, of which the 'English' version shall predominate.
 - e. 'Certification Logo' means the logo that may be displayed on certain documents of a Company to signify certification under the Scheme.
 - f. 'Certified Company' means a Candidate Company or person that has been successful in obtaining registration under the Scheme to a Scope of registration established by us and is consequently deemed eligible by us to hold a certificate. We are responsible for, and shall retain authority for, its decisions relating to certification, including the granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring following suspension, or withdrawing of certification.
 - g. 'Management System' means the organisational structure, responsibilities, procedures, processes, activities, resources and products and or services of a company or person that together provide for the meeting of requirements under the regulations of the Scheme and the standard.
 - h. 'Paragon Assurance' means NPC (NI) Ltd, a private Limited Company registered in N. Ireland, and established solely as the operator of 'the Scheme' for Management System Registration activities, whose principal office and address for post is 19 Arthur Street, Belfast, Northern Ireland, BT1 4GA.
 - i. 'Law' means relevant Northern Irish Law. In instances of legal claims brought by or against Paragon Assurance then Northern Irish Law shall be dominant without prejudice to Paragon Assurance processing a legal claim in any given country. Paragon Assurance is the sole authority by which Certificates of registration bearing a specified Scope may be granted, renewed, amended or revoked.
3. **Administration of the Scheme requires fees to be paid the level of which Paragon Assurance reserves the right to review from time to time, as follows:**
 - a. A candidate company shall pay: - Fees associated within initial certification.
 - b. A certified company shall pay: - Fees in respect of surveillance, recertification, and endorsement of any certificates by the Scheme's representatives. A fee for renewal of each certificate issued with a new Scope or Site.
4. **A candidate Company:**
 - a. shall provide accurate and complete company details to the Paragon Assurance in order to allow a proper quotation to be determined.
 - b. on receipt of the contract in respect of assessment fees and costs associated with Certification, shall complete and submit to Paragon Assurance a signed contract if he wishes to proceed. This includes signing up to our automated payment collection option (Direct Debit).
 - c. shall permit Scheme Representatives of Paragon Assurance to visit his premises to inspect materials, processes, finished articles, methods and practices, records, systems and procedures for the purpose of compiling a programme for Certification assessment.
5. **A Certified Company which has been approved by Paragon Assurance for membership of the Scheme and has paid its fees shall be entitled to receive a Certificate of Registration under the common seal of the Scheme, and shall, so long as it remains a member of the Scheme be entitled to hold the said certificate. Conditions of Registration are;**
 - a. The certificate shall be the property of the Scheme and should the company to whom it was issued cease to become a member company of the Scheme it shall forthwith be returned to the Paragon Assurance.
 - b. Certificates are valid and may be extended so long as Paragon Assurance can continue to confirm that arrangements are in place to maintain continued registration at defined intervals or until membership of the scheme is formally cancelled by either party subject to these regulations.
 - c. A Certified Company shall forthwith notify Paragon Assurance in writing of any change in its name or Constitution and provide any information and/or documentation in relation thereto as the Scheme Manager may reasonably require.
 - d. A Certified Company shall not dispose of, sub-licence, assign, transfer or otherwise deal with its Registration, nor confer any privileges, benefits or rights (if any) arising therefrom, without the prior written consent of the Paragon Assurance.
 - e. A Certified Company shall nominate for the records of the Scheme a management representative and one or more deputies authorised to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the management system of the Certified Company.
 - f. A Certified Company shall maintain and document management system in accordance with the standard(s) and incorporate any such amendments and updates related to such Standard(s) as may reasonably be directed by Paragon Assurance, and shall make available to Paragon Assurance, for retention, if necessary, copies of all or any part of its management system documentation.



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- g. A Certified Company shall not vary the management system in such a way as to cause deviation from the standard for which registration is granted. The Certified Company undertakes to give Paragon Assurance prior notice of any intentions to materially vary the management system for which a valid Certificate is in issue.
- h. A Certified Company shall give representatives of Paragon Assurance, access during normal working hours to all those premises, documentation, records, personnel, equipment, locations, areas and subcontractors associated with or relevant to evaluation as part of the Certification process, such access being for the purpose of but not limited to, examining materials, processes, finished articles, methods of test, working practices, records, systems and services, including systems for addressing complaints received, or establishing that the procedures for the termination of certificates have been carried out. Notwithstanding that the above examination may be conducted as a consequence of a written quotation to a pre-determined number of Man-days, Paragon Assurance reserves the right to extend its examination and therefore attendance time if such extension of time is deemed necessary in fulfilment of obligations to validate evidence for the purposes of Certification. Should Paragon Assurance uncover concerns during audit or identify significant changes which would impact the management system; then it reserves the right to repeat all of, or part of, its assessment stages and may consider cancellation or postponement of future audits until items of concern are addressed.
- i. By virtue of its contract with Paragon Assurance and to comply with certification requirements, a Certified Company shall keep a record of and investigate all complaints and shall document and also take appropriate action to bring complaints to a reasonable resolution, which shall include the correction of any deficiencies found systems or any other matters that may affect compliance with requirements for certification.
- j. A Certified Company shall be subject to regular surveillance visits for the purpose of ensuring that all requirements of the standard are complied with.
- k. All Audit reports generated under the Scheme shall remain the exclusive property of Paragon Assurance and shall be subject to disclosure limitations.
- l. The certified company undertakes that it will not use its certification/registration and associated logos and marks in such a manner as to misrepresent the extent or scope of its registration or otherwise act in any manner such as would bring the name of Paragon Assurance, its offices, Agents, Licensees or it's registered members into disrepute.
- m. The certified company will display and otherwise issue where requested for information and verification purposes, the 'English' version of its certificate along with any other translated or other such version of certificate as may also be issued by the Scheme. In matters of purchaser, customer or other circumstances of certificate validation request the most up to date 'English' version certificate shall be the principal upon which registration validity may be confirmed.
- n. If a Certified Company is temporarily unable to comply with these requirements, Paragon Assurance may require the Certified Company to discontinue any claim to Registration under the Scheme or use of the Certification Logo with immediate effect, until they are satisfied that compliance is again achieved, or a successful appeal against this decision is made by the Certified Company under section 10.
- o. If the Certified Company fails to comply with these Regulations Paragon Assurance may, as appropriate:
 - Revoke any certificate.
 - Reduce the Scope which is the subject of any Certificate.
 - Limit the use of the certification logo.
 - Refuse to confirm continued Registration thereby suspending certification.
 - Refuse to extend the Scope of the Certificate.
 - Amend /shorten surveillance frequencies.

Such decisions and the grounds for them, shall be communicated to the Certified Company in writing.

6. Upon successful registration, a Certified Company shall be entitled to use the Certification Logo of the Scheme. Conditions are as follows:

- a. the Certification logo is a symbol indicating that the Certified Company has been satisfactorily assessed against the requirements of the standard(s) sought. The logo must always be used in conjunction with the Certified Company's name, any information concerning the Certified Company, other than information which is in the public domain.
- b. scheme members shall not use any other logo, title or abbreviation to describe their membership of the Scheme.
- c. the Certification Logo and claims to registration may only be used in correspondence and advertising and promotional material. The certified Company must identify the processes to which the certificate applies and when using the Certification Logo or any statement or claims to registration, then such claims shall be consistent to the scope of registration and shall not imply that the certification applies to activities and sites that are outside the scope of the certification and shall be otherwise be presented in a context where such scope of registration is not open to any misinterpretation or doubt.
- d. **Size and Colour:**
 - i. Symbols and Logos can be reproduced in full colour, black and white, or grey
 - ii. On websites and electronic documents, symbols, logos and associated text should be legible on commonly used computer screens/resolutions.
- e. **Printed Materials**
 - i. Minimum height of Symbols, Logo box is 20mm, although this can be reduced to 15mm on business cards providing legibility is maintained
 - ii. Maximum height is 30mm on A4 paper but can be increased proportionately for larger paper/display sizes
 - iii. Please also note that the term 'Accredited' must not be used when referring to certificates issued by Paragon Assurance, as clients are certified by Paragon Assurance and are not Accredited by Paragon Assurance.
- f. **Restrictions:**
 - i. Not use the Certification Symbol on a product or product packaging (such as blister packs, bottles or cans containing the item sold) seen by the consumer or in any other way that may be interpreted as denoting product conformity.

NPC (NI) Ltd t/a Paragon Assurance. Company Registration No: NI626749. V.A.T Registration No: 214 9248 11.

Business Address: 19 Arthur Street, Belfast, Northern Ireland, BT1 4GA



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- ii. Not apply the Certification Symbol to laboratory test, calibration, or inspection reports, as such reports are deemed to be products in this context.
 - iii. Not make or permit any misleading statement regarding its certification. This includes communicating to its customers & other stakeholders that they hold certification from a Certification Body accredited by a member of the IAF (Internal Accreditation Forum). Paragon Assurance is not accredited by a member of the IAF.
 - iv. Not use or permit the use of a certification document or any part thereof in a misleading manner.
 - v. Amend all advertising matter when the scope of certification has been reduced.
 - vi. Not allow reference to its management system certification to be used in such a way as to imply that the Certification Body (Paragon Assurance) certifies a product (including service) or process.
 - vii. Not imply that the certification applies to activities that are outside the scope of certification.
 - viii. Not use its certification in such a manner that would bring the certification body (Paragon Assurance) into disrepute and lose public trust.
7. Paragon Assurance will ensure that:
 - a) a representative is provided at regular intervals for the purposes of verifying through assessment, that the obligations imposed by Registration are being carried out.
 - b) give due notice to the Certified Company of any changes in Assessment interpretation subsequent to changes in certification Standard(s) and give it such time as, in the opinion of Paragon Assurance, is reasonable in which to adjust its system to meet the revised requirements.
 - c) notify the Certified Company of any changes to wording of certified scope as printed on the Certificate of Registration, and as may be amended, reduced or extended by Paragon Assurance from time to time, as deemed necessary and appropriate.
 - d) take responsibility for all audit and certification activities including those outsourced to another body and, in being responsible for its Licensees, subcontractors, agents and similar representatives, requires co-operation from certification holders, in order to fulfil its obligations when subsequently investigating the activities of such representatives.
 - e) operate certification services with impartiality and integrity.
8. Paragon Assurance may revoke, suspend, limit or refuse to issue or renew a Certificate if:
 - f) The Candidate or Certified Company is the subject of a petition for a bankruptcy order or becomes subject of any arrangement with Creditors under the Insolvency Act, or has a Receiver or Manager appointed in respect of all or any part of its assets, or enters into liquidation whether compulsorily or voluntary, or is convicted of an offence which in the opinion of Paragon Assurance tends to discredit the Company's reputation and good faith as a trader.
 - g) Any change takes place in the ultimate ownership of the Candidate or Certified Company as a result of which any third person, firm or corporation gains effective control of the Company and such third person, firm or corporation fails within a reasonable time to affirm full acceptance of the terms and conditions relating to Registration.
 - h) The Candidate or Certified Company fails to notify the Scheme without delay, of changes that may affect its ability to conform with certification requirements, such as re-location or extension of processes to other premises, changes to legal structure, ownership or management, modifications to the product or production method or management systems or infringements of legal conditions and other such changes as would reasonably affect confidence in the reliability of the certification awarded by Paragon Assurance.
 - i) For ISO45001 clients; the Candidate or Certified Company fails to inform Paragon Assurance as soon as reasonably practicable, of the occurrence of a serious incident or breach of regulation regardless as to whether it necessitates the involvement of the competent regulatory authority. Such occurrences may result in the requirement for special audit activity to ensure the occupational health & safety management system continues to function effectively, the outcome of which should form an input into the decision to continue certification.
9. Upon suspension or cessation of registration on the Scheme for whatever reason, the Certified Company undertakes to stop any claims to registration with the Scheme, return certificates of registration to Paragon Assurance and discontinue use of the Certification Logo and all promotional material which makes use of or refers to it.
10. In the event of a Candidate or Certified Company wishing to appeal against any decision of Paragon Assurance it shall within 21 days of being served with such a decision give notice in writing to the Scheme Manager, at the address given in section 2, of its desire to have that decision reviewed. The Appeals shall be investigated and the outcome shared with the appellant within thirty days of receipt of such written notice. The submission, investigation and decision on appeals shall not result in any discriminatory actions against the appellant. The decision of Paragon Assurance shall be final, with no further right to an appeal. A Candidate or Certified Company shall indemnify Paragon Assurance in respect of any damages which may be agreed to or awarded against Paragon Assurance in respect of the death or injury to a Paragon Assurance representative, arising in the course of his conduct of any assessment or surveillance of the Company under these regulations, except where the damages are agreed to or awarded in respect of any liability attributable or attributed to the negligence of Paragon Assurance, its employees or agents. The Candidate or Certified Company shall maintain such insurances as are necessary and to the level required to cover the indemnities referred to above. As and when it is reasonably required to do so, the Company shall produce documentary evidence for inspection by Paragon Assurance that the insurances required by this clause are properly maintained.
11. The liability of Paragon Assurance for any loss or damage of whatever nature suffered by any Candidate or Certified Company arising out of any breach, by Paragon Assurance of these regulations (whether or not arising out of Paragon Assurance's negligence) shall be limited in any period of one year to the value of the fees paid in that year by the Company. Paragon Assurance shall not be liable for loss or damage of whatever nature suffered by any third party.
12. Paragon Assurance shall not be liable for any loss or damage of whatever nature suffered by any Candidate or Certified Company arising out of any action or omission of any independent professional assessment person appointed as an assessor by Paragon Assurance under these regulations.



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13. These regulations may from time to time be altered by Paragon Assurance. No such alteration shall affect the right of any Certified Company to use the Certification Logo or claim to be registered under the Scheme unless or until it shall have been given notice in writing of such alterations by Paragon Assurance, who will notify the Certified Company of the date by which it must comply with the altered Regulations, which date shall not normally be less than three months from the date of notification of the alteration.
14. Any decision, requirement or notification under these Regulations shall be given by notice in writing and signed by or on behalf of the party giving it. For termination of assessment services or registration by a Candidate or Certified Company, Paragon Assurance requires and the customer agrees that a minimum period of thirty days' notice shall be served. Should such minimum notice period not be observed, then Paragon Assurance reserves the right to levy charges up to any quoted assessment fee and/or any additional charges as may be deemed reasonable to administer withdrawal from the Scheme's Register of Certified Companies. A notice may be served to the Candidate or Certified Company at his address given on the application or Registration documents, or to Paragon Assurance at the address given in section 2. A notice may be served by either party on the other by leaving it or sending it by pre-paid recorded delivery or registered post. Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting. In proving such service, it shall be sufficient to prove that the notice was properly addressed and was served in accordance with these Regulations.
15. **Disclosure of information**
 - a. Paragon Assurance will not disclose, except as required by law, or to comply with specific registration Standards or contractual terms, any confidential information concerning the Certified Company, other than information which is in the public domain.
 - b. In exceptional cases, access to certain information can be limited at the request of the client (e.g., for security reasons). If such restriction is required then this should be made known to the Scheme Manager in writing at time of application, or as soon as possible thereafter.
 - c. When information is requested outside the parameters of the foregoing, then, unless requested by Law, the client shall be notified in advance of the information requested to be provided.
16. **Limitation of Liability:**
 - a. Paragon Assurance undertakes to provide Independent and Impartial Audit, Inspection and Certification services, relating to Standards for management systems. Such certification is applied for on a case-by-case basis by the Client, against the requirements of the relevant Standard(s) and as a distinct and individual contract(s). In the case of multiple contracts, whilst a commercial agreement may be entered into that incorporates several certification services, the delivery of such services shall not be impacted nor condensed except on merit and as allowed under applicable certification guidance, such as for Integrated Management System audits.
 - b. When noncompliance against a Standard, is reported as found by a Paragon Assurance assessor it shall be the responsibility of the customer to determine the corrective action suitable to address the noncompliance and to obtain professional advice as to its appropriateness. The holding of a Paragon Assurance certificate of registration does not relieve the customer of its legal liabilities in the conduct of its business and provision of its products and services. There shall be no liability on the part of Paragon Assurance for loss of production, loss of profits or loss of business or other indirect or consequential losses should Paragon Assurance be found not to have interpreted a Standard or assessment result correctly. The regulations of Paragon Assurance are subject to ongoing amendment and the latest version of these regulations is available directly from the Paragon Assurance web site.
17. **Cancellation Policy**
 - a. Paragon Assurance reserves the right to apply the following fee structure should an audit be cancelled or rearranged:
 - i. Cancellation within 0-10 working days of planned audit – 100% of the audit fee
 - ii. Cancellation within 11-20 working days of planned audit – 50% of the audit fee
 - b. Fees are charged per auditable standard. Any additional expenditure that has been incurred by Paragon Assurance and is not reclaimable (including, but not limited to, flights, hotels, other travel expenditure) will also be charged at cost.