



Management System Certification Handbook

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Issue History

Issue No.	Issue Date.	Author	Approved By	Page No.	Sec No.	Brief Description of Change.
1	21 st May 21, 2021	Charlotte Palmer	Debbie Whitehead			
2	4 th Jan 2022	Beth Rhodes	Beth Rhodes			Updated marks and logos

1 Management System Certification Handbook

This certification handbook has been created to help assist your business with the requirements for certification to Management Systems Certification.

2 Accreditation Status

Clear Quality hold accreditations for the following standards with ASCB:

Scheme	ASCB
ISO 9001	Yes
ISO 14001	Yes
ISO 45001	Yes
ISO 27001	Yes
ISO 21001	Yes

3 The Recognition Process

The next points describe the steps that apply within the Clear Quality recognition process for Management Systems schemes. Clear Quality conserve the right to supply their clients and potential future clients with technical and marketing information that relates to standards, compliance services and training.

3.1 Initial Inquiry

Clear Quality will either respond to verbal or written enquiries from organisations interested in one or more of our systems. After every request, a meeting may be arranged to discuss your recognition requirements and how Clear Quality can help your organisation achieve them. Clear Quality will also tailor our services to your organisation’s needs.

3.2 Application for Certification and Assessment

Receipt of your sign quotation and then your finalised booking form and contract, forms the contract between your organisation and Clear Quality. Your requirements will be entered into our system and an Auditor will be appointed to look after your certification or assessment requirements. The Auditor will be your primary point of contact with Clear Quality and is responsible for ensuring that our services are delivered to your organisation in the most effective manner possible.

3.3 Client Contact

After receipt of your signed booking form and contract, a Clear Quality Auditor will then contact your business. The Auditor will then seek to create a working relationship between Clear Quality and your organisation, and to confirm your recognition requirements in terms of the certification or assessment services, locations, standards or codes of practice and activities and/or products to be included in the scope of certification.

An appreciation of the structure of your business and the activities being conducted will be gained by the Auditor and especially, the Auditor will gain an appreciation of the nature and range of the organisation’s activities, including any activities for which confirmation is being excluded, structure and location. Also, implementation including organisational policies, targets, and objectives and to discover the status of system documentation.

It is often useful for that organisation to be involved in the communication process whilst working with a Auditor.

3.4 Preliminary Assessment Audit and Documentation Review (Stage 1 Audit)

To gain certification to a management system scheme your business is essential to have an initial audit which is followed by a certification audit. An initial audit determines your readiness for certification and will be carried out by an assessor and to be able to be successful in your audit it is a requirement that the assessment be carried out at your organisation site and if there are multiple sites within your organisation they are not required to be included in this audit.

A report will be then sent to your organisation and this will outline the readiness for the Certification Audit. Prior to the certification audit, the findings from the initial audit must be satisfactory.

Clear Quality undertakes a review of your organisation's system documentation prior to the Certification Audit. This includes policy manuals, procedures, and relevant supporting documentation. This review may be combined with or separate to the Pre-Assessment Audit.

This stage gives your organisation an opportunity to demonstrate that all documentation required by the relevant standard or code of practice has been prepared, is controlled where necessary, and is monitored and updated as required.

A Document Review report highlights any perceived inadequacies in documentation that is relevant to the Standard or Code of Practice, including any improvement opportunities. If any deficiencies were raised in this report, must be addressed in an appropriate time as advised.

A plan and a checklist for the certification audit is prepared from your documentation that is then based on your organisation's system and procedures. By doing this it helps to ensure the audit team is focused on the way your business operates when the certification audit is performed.

3.5 Certification Audit (Stage 2 Audit)

A Certification Audit is to establish whether your organisation's management system has been implemented and adheres to the relevant standard or code of practice. This is done by examining actual practices, documentation and records and comparing them against the organisation's policies and procedures. The process of auditing is a venture to establish that your documented policies and practices are understood by your personnel and have been effectively implemented.

Appropriately qualified and experienced auditors will lead the audit teams as well as witness auditors, observers and technical specialists may also be present. This team bring current complex knowledge of the activities being audited to the audit team and guarantee that the audit provides applicable and practical review of aspects that are critical to the organisation. Care is taken to ensure that your commercial confidentiality is not at risk when specialists are used. Your organisation has the right to decline any specialist who is not suitable to your organisation, on condition that an alternative will be substituted.

The Certification Audit provides an opportunity for Clear Quality to support the audit durations as specified in your application and if essential, vary the durations suitably.

3.6 Certification Audit Report

To conclude the audit, the audit team will complete a written report on the audit discovery and the audit leader will present these findings to your organisation's management at the exit meeting. The findings will include a summary of the finalized compliance of the system in place within the requirements of the relevant standard. The final report may be provided after the completion of the audit.

The audit report will include the following information:

- An executive summary of the overall findings (conclusions) on the effectiveness of your system in meeting the requirements of the standard
- Ratings of the non-conformances against each standard
- Suggestions for continual improvement
- Positive finding areas
- Times allocated for the activity, number and type of interviews conducted

A discussion with your team in the course of the auditor's visit about the non-conformities, these will also be outlined at the exit meeting. Non-conformities are categorised as Major, Minor and Observations. In regard to the meaning of anything within the reports, if something is unclear, please contact your Clear Quality Auditor. It is your organisation's control to acknowledge and respond the non-conformities detailed in your audit report by the initial time frame. Suspension or cancellation of your certification may be a result if failed to do so.

3.7 Conformities

Non-Conformities

As there are three different types of non-conformities, which are Major, Minor, and Observations. All non-conformances must be closed previous to the certification awarding to the organisation. Specific audit findings are categorised as follows and are applicable during the certification and verification audit activities.

Major Non-Conformances

Major non-conformances are procedure-altering violations that entirely prevents the business from operating at the standard. These mistakes can result in loss of productivity and a major decrease in customer satisfaction.

Major non-conformances are required to be closed out on site.

Minor Non-Conformances

Minor non-conformances include happenings or actions that are not listed in the requirements, but it does not detrimentally affect the operation or quality control of the entire business. Agreed proposed corrective action plans (CAPs) must be received within two weeks of the non-conformity being identified.

Observations

Observations are comments which will include opportunities for improvements, praise, or comments that could be applicable to the next audit. It is recommended that these have been considered as part of your continuous improvement process, however, actions do not necessarily have to be taken.

3.8 Certification Decision

A follow up visit by the Clear Quality auditor may be involved if after conformation that any necessary corrective actions have been taken. The recommendations made in the audit report are subject to an internal review process prior to certification being granted.

3.9 Certificates

Clear Quality will provide you with a Certificate as a statement that your organisation has achieved certification to the relevant standard. Important data such as the certification number, the standard of which has been certified, and the date of certification. Existing clients and possible clients should see the certificate; therefore, it should be displayed where it will be seen.

When elements of the certificate are being used or offered to potential/existing customers, the certificate should be led by the scope of certification document, as this is important that the scope of activities for the certificates granted is understood.

If the certificate is used incorrectly, it can result in a client being misled. Clear Quality Clients are obliged to ensure that Clear Quality has been formally notified of the latest changes to the key management responsibilities, major management system changes and capability information so that the certificate maintains its currency. Failure to do so may compromise your organisation's certification status. All original certificates remain the property of Clear Quality Limited and must be returned on request.

3.10 Scope of Certification

The Clients are obliged to ensure that Clear Quality have been formally briefed in a timely manner when any variations occur. Clients do not need to wait until the next scheduled meeting to notify Clear Quality. Failure to do so may jeopardize the organisation's certification status.

The scope of certification details the scope of your organisation's certification in terms of:

- Achievement of certification to the relevant standard.
- Any specific exclusions from the scope of certification.
- Names and addresses of all locations covered by the certification.
- The capability statement for each location covered by the certification.

3.11 Refusal of Certification/ Recognition

If for any circumstance your organisation is unable to comply with the requirements of the relevant standard, Clear Quality may possibly refuse to grant certification, and in result of that, your organisation will be informed in writing.

3.12 Surveillance Audits

Clear Quality are required to perform an assessment at your organisation at a minimum once across the span of 12 months. These assessments could be conducted more frequently at 4, 6, or 9 monthly intervals if issues are identified.

If you would like further information on increased frequent assessments and the value that these provide to your organisation, please discuss this with your Auditor. However, the first surveillance audit may not be delayed longer than 12 months from the certification audit.

3.13 Re-Assessment Audits

The re-assessment for the Management System program is three yearly. Your reassessment audit must be completed within three years of the commencing certification or the last recertification. If the re-assessment is not completed within the required time frame, your certification is no longer valid. Therefore, the re-assessment is required to be completed 3 months before the expiry date. Extensions for the re-certification dates are not granted.

3.14 Suspension or Refusal of Certification

When an organisation's certification is suspended or refused, the organisation shall, for the period of suspension or refusal withdraw and cease to use any advertising or promotional material that promotes or advertises the fact that the organisation is certified. It ensures that all copies of certificates and scopes of certification are removed from areas of public display. Cease to use the certification mark on stationery and other documents including media and packaging that are circulated to existing and potential clients, or in the public domain.

Clear Quality shall advise the organisation in writing of the certification processes that will need to be completed to restore certification. During the period of suspension, the organisation shall continue to pay all fees levied by Clear Quality.

3.15 Cancellation of Certificate

In result of an of an organisation's certification being withdrawn, the organisation should instantly:

- Withdraw and cease to use any advertising and promotional material that promotes the fact that the organisation holds certification.
- Return all certificates and pay outstanding fees.
- Cease any advertising and promotional activities that promote the fact that the organisation holds certification.
- Cease to use relevant certification marks in any way to promote the fact that the organisation holds certification.

3.16 Variations to Certification

Clear Quality will discover if the degree of change is important to require an additional assessment or if the changes can be assessed at the next schedule audit or if the product requires re-assessment.

Your organisation is required to advise Clear Quality if there are any significant changes to your organisation or the product.

Variations to certification may originate from:

- Change of management.
- Variations to the scope of certified product.
- Change of ownership.
- Major nonconformities.
- Change of company name.
- Voluntary withdrawals.
- Withdrawal of certification.
- Change of certification scope.

3.17 Reduction in Scope of Certification

Clear Quality will issue revised certificates and scopes of certification as appropriate when an organisation's scope of certification is decreased, and the certified organisation should ensure that use of the certification mark is adjusted to reflect the reduced scope of certification. Also, to return all the superseded certificates. The organisation shall pay any fees that are applicable for the facilitation of this activity, and to ensure that all advertising and promotional activities and materials are adjusted to reflect the reduced scope of certification.

4 Use of the Logos and Certification Mark

The certificate always remains the property of Clear Quality and shall be returned upon request. Certificated organisations may apply the Clear Quality logo, IRQAO logo, ASCB logo and Applicable standard logo provided only in respect of their areas assessed and registered, and to bring to the attention of customers, when reasonable and appropriate, any areas of business for which the accreditation services certification does not apply. The logos provided and any accompanying certification marks may be applied only with regard to the organisation named on the certificate. Associate companies of the certificated organisation may not display or make any reference to the organisations certification status. The logos and any accompanying certification marks may be applied only with regard to the organisation's address(es) named on the certificate. Use of the logo's is allowed only following payment to Clear Quality and for the duration of the period covered on the certificate issued.

Logos can be used for the following:

- business letter headed paper and compliment slips
- business adverts
- websites
- formal business emails (but not on bulk emails or unsolicited emails)
- advertising material and promotional merchandise

The following restrictions apply:

- Use of any other logo in respect of ASCB, IRQAO or Clear Quality
- You must not: stretch or distort the logo, change the colour of the logo, change the lettering or wording, make the logo bigger or more prominent than your logo
- You must not: use the logo to suggest you or an organisation are part of ASCB, IRQAO or Clear Quality
- Logos may not be used on a product or packaging in a manner that implies or could be interpreted as denoting product conformity
- The certificated organisation shall desist from use of certificates, logos and marks or from making reference to its certificated status if certification is suspended or withdrawn or expired
- The certificated organisation shall amend use of certificates, logos and marks scope of certification has been reduced or amended

Use and display of marks is covered by laws of copyright. It is therefore misleading to apply a logo that is not authorised for use. As a general rule; if the certifying body did not provide a copy of the logo, one is prohibited from using it. Organisations shall notify their Clear Quality of any difficulty experienced regarding the interpretation placed upon their certification by customers.

5 Use of Accreditation Symbols

The entitlement of the ASCB Accreditation Mark have been granted to the organisations that have acquired their certification, this depends on the accreditation mark on your certificate mark. The Accreditation Body govern the rules for the use of this mark, and the Accreditation mark may be used in conjunction with Clear Quality Accreditation marks.

6 Confidentiality

Clear Quality will treat all information in accordance with the Privacy Amendment (Enhancing Privacy Protection) Act 2012 and UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018.

7 Additional Obligations

On account of certification, there are numerous managerial responsibilities which your organisation will be required to maintain Clear Quality's certification. These include:

- Conduct of regular internal reviews of your system, with appropriate documentation of such reviews and of any subsequent corrective actions.
- Notification to Clear Quality of any actions or serious events or matters that relate to the scope of your certification.
- Continued compliance with the relevant systems standard of practice.
- Notify Clear Quality at the time of surveillance or recertification assessment of any OHS related findings by third parties.

- Compliance with the Clear Quality Certification handbook and Terms & conditions as specified in this document and the booking form / contract.
- Notification to Clear Quality of any significant changes in the structure, ownership, and operations of your organisation to enable the impact of such changes on the certified ownership system to be evaluated.
- Payment by the prescribed dates of all fees and expenses set.
- Notify Clear Quality without delay any significant event which includes but is not limited to fatal incidents, serious injuries, occupational disease, or legal action by a regulatory authority.

7.1 Complaints

It is a requirement to keep track of all complaints. The audit team must be made available to the records as well as Clear Quality upon request.

Another requirement is also to demonstrate that you have acted to these complaints through investigation and correct any insufficiencies found. These actions must be documented. Please request a copy of the complaints procedure.

7.2 Certification Agreement

Meeting the requirements of the Certification Agreement is a major requirement for your organisation as this ensures that your organisation and products remain compliant with the requirements and the conditions of certification continuously. Implementing appropriate changes as disclosed by Clear Quality in a timely manner are also a requirement for your organisation.

7.3 Assessment Scheduling

It is a requirement for your organisation to make all arrangements to allow the evaluation and surveillance activities to take place. This includes: Sub-contractors, Equipment, Locations, Personnel, and Products.

7.4 Misleading Statements

If your organisation to supply copies of their certification, these must be reproduced in its entirety. Therefore, failure to do so may be deceptive to the recipient as to the scope of certification. Your organisation is not entitled to use their product certification in a way that can bring the Clear Quality into degradation. Statements include the use of the logo on non-certified product, advertising, and internal communication. This would include creating misleading or unauthorized statements. If you are unaware if a statement can be misleading you can contact Clear Quality prior to creating the statement.

7.5 Changes to Circumstances

It is a requirement to advise Clear Quality of any changes without delay to circumstances that may affect certification. Such changes could include:

- Business Name and Trading Name.
- Contact Details.
- Authorised Representatives.
- Ownership.
- Business activity and scope of business.
- Location, site addresses.
- Billing details.
- System Management Number of employees, covering all shifts and sites.

7.6 Observers

Frequently, Clear Quality requires an Observer to attend an audit. This could include, training new staff and the assessment of existing staff. It is a requirement that your organisation allows these activities to happen. However, failure to comply to this activity may result in cancellation of your certificate. Clear Quality will ensure that the observers used comply with your organisation and you will be advised prior to the assessment activity. Although, the observer does not take an active part in the assessment.

8 Complaints and Appeals

Appeals

Clear Quality Limited Appeals Procedure should be used where clients or learners are unhappy/dissatisfied with any stage of the assessment process, and they have been unable to resolve this directly with the auditor or tutor concerned.

There are 3 stages in the appeals procedure and each stage must be exhausted before proceeding to the next one. The main reasons for an appeal are likely to be:

- a. Client/ learners do not understand why they are not yet regarded as competent, due to lack of or unclear feedback on the examination/ audit results
- b. Client/ learners believe they are competent and that the auditor/ tutor has marked the examination/ audit incorrectly
- c. The Client/ learner is dissatisfied with the quality of the audit or examination questions or report
- d. The Client/ learner is unhappy with the audit or examination process

Procedure:

STAGE 1: In the first instance the client/ learner should try and resolve the issue with the auditor or tutor where this is appropriate.

The appeal must be in writing and clearly indicate:

- The points of disagreement
- The evidence that they believe shows they meet the requirements for claiming competence

This will be reviewed by the auditor or trainer and a written response will be given within 10 working days of the appeal being received.

STAGE 2: client/ learner who are not satisfied with the outcome of their Stage 1 appeal can appeal to the Training and Certification Director.

This Appeal must be in writing but need not repeat the detail provided at Stage 1 as all the documentation used at Stage 1 will be passed to the Training and Certification Director.

The Training and Certification Director will contact the client/ learner and the auditor/ trainer within 10 working days of receiving the Stage 2 appeal to arrange a meeting to discuss the issues.

The issues will be considered fully, and the decision made will be notified to all parties involved within 10 working days.

STAGE 3: If a mutually acceptable solution is not found, within Stage 2 of the appeal, then the Training and Certification Director will notify the employer and the regulatory body, informing them fully of all issues, including all documentation from Stage 1 and Stage 2. A meeting will be held between the Training and Certification Director, the employer and the regulatory body to discuss a plan of action and discuss the appeal.

This consideration/ investigation will lead to a final decision. EITHER the appeal will be either be upheld or rejected by either. The decision will be final.

All appeal letters should be addressed to:

Training and Certification Director
 Clear Quality
 16B Manvers house, Pioneer Close
 Wath- upon- Dearne
 Rotherham, S73 7JZ

Complaints

A complaint is an expression of dissatisfaction concerning Clear Quality Limited product or service. Clear Quality Limited take all complaints extremely seriously and all staff are trained and committed to rectify any problem as soon as it is brought to their attention.

It is recognised that a customer who has a complaint dealt with to their complete satisfaction is likely to become a repeat customer. Therefore, we ask that if you are dissatisfied with the service you have received that you bring this to our attention as soon as possible by speaking to your consultant, auditor or course tutor in the first instance.

Should this fail to provide you with a satisfactory resolution, or you feel it is inappropriate to address your complaint to the Tutor, then please contact the CEO via one of the following options:

- Call: 01709 918501
- Email: Debbie.whitehead@clearquality.co.uk

- Write to: Debbie Whitehead, Clear Quality, 16B Manvers House, Pioneer Close, Wath-upon-Dearne, Rotherham, S63 7JZ

When you contact us, please give us your full name, contact details, and include a daytime telephone number along with:

1. A full description of your complaint (including the subject matter and dates and times if known).
2. Any names of the people you have dealt with so far; and
3. Copies of any evidence you might have to do with the complaint.

Clear Quality Limited ask that you raise your complaint as soon as possible after the event so that we have the opportunity to investigate fully. The Administration Manager will investigate your complaint and respond to you within 21 days.

9 The Role of the Authorised Representative

The primary point of contact for Clear Quality will be the Authorised Representative chosen by your organisation, this is for all matters concerning your Clear Quality assessment or certification. The individual chosen as the Authorised Representative does not have any responsibility for management system maintenance, however, they do have the control to discuss with Clear Quality to agree on matter associated with the organisation's assessment or certification. Therefore, it is important that your organisation informs Clear Quality of any changes in Authorised Representative.

10 Communication and Information.

In lines with the Terms of Service and in reference to point 7.5, it is the responsibility of the client to communicate all business changes to Clear Quality as soon as is reasonably possible.

Clear Quality will inform Certification Body clients of any updates to standards, certification requirements and any other relevant updates via a centralized newsletter. This will be sent adhoc as required.

If the changes affect client quotations, bookings, terms of service and/or contract these communications will be made in writing direct to the client affected.

11 Cancellation Policy

Once such bookings made, Clear Quality allocates resources and makes arrangement for the assessment to be undertaken and therefore incur costs for these arrangements. If the client cancels or postpones the booking:

- a) Greater than 14 days' notice no charge
- b) 8-13 days' notice 50% charge
- c) Less than 7 days' notice 100% charge
- d) If Clear Quality changes the date of the visit. Clear Quality have the rights to allow up to 72 hours prior to the confirmed date of visit and will contact you to revise a new date.

12 Fees

Clear Quality fees shown in the quotation are reviewed annually. Clear Quality also reserve the right to alter their fees or fee structure at any time upon giving the client not less than one month's notice in advance of the change. If the client does not agree the change, the client will be entitled to terminate the contract forthwith at the end of the said one month period.

All fees paid to Clear Quality are strictly non-refundable. The timing of payment of any fees shall be of the essence. It is part of our obligation to you that the findings of our assessment teams and certification authority shall be objective and free of any commercial influence. To prevent any risk of such conflict of interest therefore, Clear Quality agreement to undertake an assessment may be subject to prior receipt of payment, as specified in these regulations. To allow advanced payments Clear Quality will issue a provisional invoice which allows the client to transfer payment ahead of the audit. In any case, fees shall be paid within 30 days of the date of our invoice.

Extra visits or visits to close out non-compliance(s) will be chargeable at Clear Quality standard fee at the time. Fees become overdue 30 days after the date of our invoice. Clear Quality will hand over the task to collect outstanding payments to a solicitor or comparable agency after 90 days of the date on the invoice if payments have not been made as required. The resulting costs and compensation will be added to the invoice total.

13 Liability and Insurance

The client shall indemnify Clear Quality against all legally enforceable damages, claims, losses and expenses, which Clear Quality may incur (including those on behalf of our assessors, employees and agents) in the event of the client's failure to comply with these regulations. The client are required to maintain adequate insurance to cover this indemnity and any other liability which the client may incur under these regulations, and the client must supply Clear Quality with evidence of these insurance when we reasonably requested.

Clear Quality shall not be liable for any consequential, indirect or purely economic loss howsoever arising and shall have no obligations, duties or liabilities other than as expressly set out in these Regulations. Clear Quality shall provide its services under this agreement to a standard consistent with generally accepted certification practices. This warranty is exclusive and is in lieu of any and all other warranties and conditions, whether express or implied and shall be in full satisfaction of any liability in connection therewith on the part of Clear Quality whether arising in contract, tort, misrepresentation or otherwise howsoever, save as expressly provided by this agreement.

Clear Quality will re-perform any defective services to remedy any breach of warranty on its part. If Clear Quality does not re-perform the said services as warranted, you shall be entitled to recover the fees paid to Clear Quality for that part of those services which is deficient.

Clear Quality shall indemnify the client in respect of personal injury or death to any person caused directly by the acts or omissions of Clear Quality or its servants or agents in connection with the provision of the services.

The client is reminded that they are responsible in law for the protection of the health and safety of Clear Quality representatives whilst they are your guests, conducting assessment activity under these Regulations or otherwise on your premises. The client shall therefore be obliged to provide them with all necessary protective and safety equipment and/or safety instruction as may apply.