



## TERMS AND CONDITIONS FOR BRC GLOBAL STANDARD (BRCGS) AUDITS AND ASSOCIATED VOLUNTARY MODULES

### 1. Micron2 Ltd and Terms and Conditions

1.1 Micron2 Ltd is a United Kingdom registered Company, Company Number 6041690. It is privately funded with adequate resources.

1.2 Micron2 Ltd is a UKAS-accredited Certification Body registered with the Brand Reputation Compliance organisation, (previously the British Retail Consortium - BRC) to carry out audits against BRC Global Standards. The organisation is now referred to below as BRCGS. A list of all currently registered certification bodies may be viewed at [www.brcglobalstandards.com](http://www.brcglobalstandards.com). Micron2 Ltd is accredited by the United Kingdom Accreditation Service (UKAS) to carry out audits against such BRCGS Standards as are listed in their UKAS schedule. This schedule may be viewed at [www.ukas.org](http://www.ukas.org).

1.3 These Terms and Conditions of Business are between Micron2 Ltd and the Client. These Terms and Conditions shall be accepted by the Client on the completion by the Client of the relevant Application Form for an audit against a BRC Global Standard. In the meantime, these Terms and Conditions shall be deemed accepted by the Client if the Client continues to instruct Micron2 Ltd to perform an audit after receipt of these Terms and Conditions. These Terms and Conditions shall also apply to any future audits to be performed by Micron2 Ltd, subject to any amendments Micron2 Ltd may make to these Terms and Conditions at its absolute discretion from time to time (in which case the Client will be provided with up to date Terms and Conditions).

### 2. Fees and payment

2.1 The fees for an Audit and possible re-Audit must be agreed prior to the Audit and confirmed in writing by Micron2 Ltd unless the Client is a client of a partner company of Micron2 Ltd (see clause 2.4). All fees charged in the United Kingdom are subject to VAT. See also 12.

2.2 Micron2 will also administer the BRCGS registration fee as required by the BRCGS and expect payment of this on the same terms as our fee.

2.3 Payment by the Client shall be made in full on receipt of the Invoice. Neither Report nor Certificate of Audit will be issued until payment of the Invoice is received.

2.4 Micron2 Ltd works with some partner companies outside the United Kingdom whereby the Partner Company will agree a fee and will invoice and receive payment directly from the Client.

### 3. Arrangement of Audits, Unannounced Audits, Voluntary Modules, Blended Remote Audits and Pre-audits

3.1 The Client agrees to facilitate the arrangement of the Audit and Confirmation of arrangements will be made by Micron2 Ltd in writing. The arrangement cannot be finalised until the completed Application Form is received.

3.2 In the case of the Food Safety Standard the Auditor must see production of the items in the scope of the audit. In the case of the Storage and Distribution Standard the Auditor must see the products to which the relevant activity relates.

3.3 If the Client has requested an unannounced audit they will not be informed of the audit dates in advance. For an unannounced audit the Client must allow the entry of the Auditor at whatever time they arrive at the site.

3.3.1 In the event that an auditor arrives at a site for an unannounced audit and there is no production to be seen during the normal time-span of the audit then the audit will not take place. However in such a case the client may be liable to the expenses incurred by Micron2 Ltd.

3.4 Where the Client is obliged to have an Asda AA module this shall be undertaken during an unannounced audit. See also 13.2.1.

3.5 Where the Client requests an additional voluntary module attached to the BRCGS scheme the audit shall be conducted on the same occasion as the main audit and taking account of the relevant protocol and requirements for that module.

3.6 If a client requires a Pre-audit (see 11.2) this must be arranged separately to the audit and a separate Application Form will be offered for this.

3.7 It is not permitted to change the nature of an audit once it has begun, for example to change an audit into a Pre-audit.

3.8 Where an audit is carried out in part or in total by remote video link and in the event that the technology fails during the remote audit the certification body and Client can reschedule, providing this occurs within the 28-day window. Where this occurs due to technical problems with the Client the Client may be liable to pay for any extra costs due to the lost audit time.

### 4. Termination of Audits

4.1 If the Client decides to terminate an audit before it is completed this cannot be then considered to be a Pre-audit. It will continue to be considered as an audit and registered with the BRCGS as such. Furthermore in the case of an audit to the Food Standard an Un-certificated status will be given for such a terminated audit and a report submitted accordingly.

### 5. Cancellations

5.1 The Client agrees to notify Micron2 Ltd in good time should a cancellation or postponement be necessary. Similarly Micron2 Ltd will notify the Client in good time should there be a need to change arrangements. The Client will be liable for the full fee should the Audit be cancelled within 10 days of the pre-arranged Audit date.

### 6. Scope of Audit

6.1 The scope of the Audit is agreed prior to the Audit and confirmed in writing by the Client. The scope is also confirmed verbally at the start of the Audit.

### 7. Duration of Audits

7.1 The duration of the Audit will be typically two days on site dependent on the Standard applied for, the size and complexity of the site and product range but may vary. The duration will be agreed beforehand but may be varied at the discretion of Micron2 Ltd. Relevant areas, staff and documents must be made available to the Micron2 Ltd member of staff for the whole duration.

7.2 The duration of a Pre-audit will be typically one day.

### 8. Access and Witnessed Audits

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- 8.1** The Client shall make all the necessary arrangements for the Audit, to the satisfaction to Micron2 Ltd including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel.
- 8.2** Certification status may be affected in the event that access to any parts of the site or process or requests to these points specified above is unreasonably refused.
- 8.3** It is a condition of the **BRCGS** Global Standard Schemes, that auditors may be accompanied by other personnel for training, assessment or calibration purposes. This may include training new auditors by the Certification Body, routine Certification Body shadow audit programmes, witnessed audits by Accreditation Bodies or witness audits by the **BRCGS**. Full confidentiality is assured (see 27) and those witnessing Audits take no part in the Audit. In either case the Client will be informed at the time of the arrangements being made. It is expected that the Client shall facilitate this necessary part of the accreditation and certification processes.
- 8.4** The **BRCGS** also reserves the right to conduct its own audit or visit to a site once certificated in response to complaints or as part of routine **BRCGS** Compliance activity to ensure the integrity of the Global Standard schemes. Such visits or audits may be announced or unannounced, full audits or part.
- 8.5** The **BRCGS** may contact the site directly in relation to its certification status or for feedback on Certification Body performance or investigation into reported issues.
- 8.6** The **BRCGS** may also contact sites directly for feedback on the audit and certification process, also to review certification status in the event of investigation of issues, or suspension or withdrawal of Certification Body registration.
- 8.7** The **BRCGS** may accompany auditors on audits or undertake independent visits to certificated sites to ensure standards of food safety and quality are being maintained in line with certification status.

## **9. Personal Safety**

**9.1** The Client shall ensure the personal safety of any member of Micron2 Ltd staff visiting their premises and shall fully instruct the Micron2 Ltd personnel in any relevant safety requirements. The Client shall be liable for injury to any member of Micron2 Ltd staff caused by negligence on the part of the Client.

## **10. BRC Global Standards**

**10.1** The Client must confirm understanding of the requirements of the current issue of the relevant British Retail Consortium Global Standard before the Audit takes place. It is expected that the Client will have a genuine, original hard copy or electronic version of the relevant Standard(s) on site, available for examination on the day of the Audit.

## **11. The Audit or Pre-audit**

### **11.1 The Audit**

Micron2 Ltd shall assess the ability of the Client to meet the relevant Standard(s) for the agreed scope based on an Audit of the site, the quality systems and the procedures in place. This will be a full Audit of the relevant parts of the premises and a sample of documentation. Should any non-conformity(ies) against the Standard(s) be noted during the Audit, the satisfactory completion of corrective actions will be required before a Certificate will be issued. It is the responsibility of the Client to fulfil the obligations agreed at the time of the Audit and to meet the deadlines set for corrective actions or corrective action plan as appropriate.

### **11.2 The Pre-audit**

The Pre-audit will consist of a gap analysis for the proposed scope carried out by a qualified **BRCGS** Standard auditor against the relevant Standard. A list of actions necessary before a full audit will be provided as a report.

## **12. Verification of Corrective Action**

**12.1** Verification of corrective action may be done by review of documents and material sent to us following the audit. It may be necessary to return to a site after the Audit in order to verify corrective actions, in which case an additional fee will be payable. See clause 2 regarding fees.

**12.2** Should a Grade C for the Food Safety Standard be awarded a return to site within 28 days of the Audit will be necessary in order to verify the corrective action.

## **13. Reports, Certificates & Related Documents**

**13.1** The **BRCGS** audit report issued to the Client is the property of the Client. The Client may provide copies to interested parties but only if reproduced in its entirety.

**13.2** Access to reports by other parties shall be at the discretion of the Client and granted by giving access to the **BRCGS** on-line database system by the Client.

**13.2.1** Reports for Asda AA modules, including any non conformities raised against the Asda Protocol shall be reported directly to Asda.

**13.3** Pre-audits will be reported on the day. The client will be left with a report of observations where there are found to be gaps in systems and procedures against the Standard.

**13.4** A Certificate will be granted if the Client has met the requirements of the relevant Standard. A Certificate will not be granted until any non-conformities have been satisfactorily corrected and the corrective action verified by Micron2.

**13.5** The Certificate will remain the property of Micron2 Ltd.

**13.6** The Client may only use the Certificate to indicate that products are certified as being in conformity with the relevant Standard and for no other purpose.

**13.7** The Client is only authorised to make use of the Certificate in respect of the scope for which the Certificate has been granted.

**13.8** The Client shall not use the Certificate or report in a misleading manner, whether by misrepresenting the scope of certification or otherwise.

**13.9** The Client must not use its product certification in such a manner as to bring Micron2 Ltd into disrepute and must not make any statement regarding its product certification which includes reference to Micron2 Ltd without prior written authorisation.

**13.10** Micron2 Ltd shall not be liable to the Client for any direct or indirect loss, liability, damage, cost, claims or expenses suffered or incurred by the Client arising from, or connected with, the unauthorised use of Audit reports or Certificates.

**13.11** A copy of the audit report and any subsequent certificate or audit result shall be supplied to the **BRCGS** in the agreed format.

**13.12** All documents in relation to the audit shall be made available to the **BRCGS** on request.

## **14. Marks, logos and advertising**

2020 v 1 **Changes for this issue are highlighted.**



**14.1** Micron2 Ltd does not permit the use of its logo by certificated companies.

**14.2** Any reference by the Client to product certification whether in documents, in advertising or otherwise must be approved in advance by Micron2 Ltd.

**14.3** The Client who holds a current certificate may also use the **BRCGS** logo and wall plaque specific to the Standard to which they are certified. Information and conditions relating to the use of the **BRCGS** logo is available at [www.brcglobalstandards.com](http://www.brcglobalstandards.com).

## **15. Product Complaints.**

**15.1** The Client agrees to keep a record of complaints relating to certified products and to make those records available to Micron2 Ltd on request. The Client must take appropriate action with respect to such complaints and any deficiencies found in products, processes or services that affect compliance with the Standard(s) applied for.

## **16. Suspension or Withdrawal of Certificates.**

**16.1** Micron2 Ltd has the right to suspend or withdraw a Certificate should any changes arise which indicate that the product or products no longer comply with the requirements of the relevant Standard.

If certification is terminated by request of the client or suspended or withdrawn by Micron2, Micron2 shall take actions specified by the certification scheme and shall make all necessary modifications to formal certification documents, public information, authorisations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified. If a scope of certification is reduced, the certification body shall take actions specified by the certification scheme and shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.

Upon suspension or withdrawal of certification the Client must discontinue use of all advertising matter that contains any reference to certification and must return any certification documents to Micron2 Ltd.

**16.2** If certification is reinstated after suspension, Micron2 shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure all appropriate indications exist that the product continues to be certified. If a decision to reduce the scope of certification is made as a condition of reinstatement, the certification body shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.

## **17. Appeals and Complaints**

**17.1** The judgment of Micron2 Ltd as recorded in any report or Certificate is subject to appeal by the Client. Any appeal shall be made in writing within 7 days of the issue of the report or Certificate and will be duly considered and appropriate action taken by Micron2 Ltd.

**17.2** Any complaint regarding the service provided by Micron2 Ltd will be dealt with by our Head Office and should be addressed to the Technical Manager.

## **18. Client's Obligations following Certification**

**18.1** Once certificated The Client agrees to continue to meet the requirements and protocol of the relevant **BRCGS** Standard. This includes implementing appropriate changes when they are communicated by Micron2 Ltd.

**18.2** Subsequent to an Audit the Client shall to inform Micron2 Ltd of any significant changes affecting the product's design or specification, or changes in the ownership, structure or management of the site concerned or any major incident affecting the safety of the products within the scope.

The Client must inform Micron2 Ltd of any circumstances in which the product or products may no longer comply with the requirements of the relevant **BRCGS** Standard.

The Client shall also inform Micron2 Ltd of any major incidents concerning certified product such as a product recall, legal proceedings with respect to safety and legality, significant damage to the site e.g. natural disaster such as flood or damage by fire. Such changes will necessitate a re-Audit.

**18.3** The Client must comply with the provisions of the certification programme and ensure that subsequent Surveillance and Audit visits are scheduled correctly.

**18.4** Should Micron2 receive information from an outside party of a claim that a current certificate might be unsafe as regards meeting the requirements of the Standard, Micron2 reserve the right to re-visit the site at the expense of the Client to investigate the claim.

**18.5** Subsequent audits shall be scheduled to occur within a 28 calendar day time period up to the next audit due date.

Where an audit against the Global Standard for Food Safety is delayed beyond the due date, except in justifiable circumstances, as defined in the relevant **BRCGS** Standard, this will result in a major non-conformity being awarded at the next audit.

**18.6** If the Client fails to arrange an Audit before the existing Certificate expires, the Client is liable to inform its customers that it no longer holds a valid Certificate.

## **20. Extension to Scope**

**20.1** The Client may extend the scope of certification by applying for an extension to scope Audit. A special application form will be offered for this. All other conditions relating to extension audits will be as detailed in the relevant BRC Global Standard.

**20.2** Any new processes or items of equipment concerned with scope extensions must be properly installed before the Audit. They shall have been tested, trialled and run sufficiently by the Client for sufficient time such that there is adequate evidence for the Auditor to determine compliance with the Global Standard concerned.

## **21. Indemnity**

**21.1** The Client shall indemnify Micron2 Ltd against any direct or indirect losses, liabilities, costs and expenses which Micron2 Ltd may incur as a result of any breach of the Client arising under these Terms and Conditions or under any Contract between Micron2 Ltd and the Client.

## **22. Liability**

**22.1** The Audit is described in clause 11. Micron2 Ltd shall use its reasonable endeavours to achieve a high standard of accuracy when carrying out the Audit and subsequently in issuing any Certificate.

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In the event of any error being discovered Micron2 Ltd will at its option either:

- (a) At its own expense revisit site and rectify the error, or
- (b) Repay the fee (where this has been paid)

Micron2 Ltd shall not, except for death or personal injury caused by its negligence, be liable to the Client whether for any other loss or damage whatsoever or howsoever arising, or otherwise.

### 23. Third Party Rights

**23.1** No person who is not a party to the Contract between Micron2 Ltd the Client shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions or any Contract between Micron2 Ltd and the Client.

### 24. Applicable Law

**24.1** These Terms and Conditions and any Contract between Micron2 Ltd and the Client and any non-contractual obligations arising out of or in connection with these Terms and Conditions or any Contract shall be governed by and construed in accordance with English law.

Micron2 Ltd and the Client submit to the jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with these Terms and Conditions or any Contract (including its formation).

### 25. Confidentiality

**25.1** Micron2 Ltd agrees to ensure full confidentiality of information acquired as a result of an Audit and no such information will be released to any third party without the prior consent of the Client, unless required to do so by law or by contractual agreement.

**25.2** Where Micron2 is required by law or authorised by contractual agreement to release confidential information the client shall be notified of the information provided unless this is prohibited by law.

**25.3** Information about a Client that is obtained from sources other than the client shall be treated as confidential.

### 26. Code of Conduct

**26.1** Micron2 personnel (auditor, trainer, employee or subcontractor) are expected to behave with integrity and in a fair, honest and ethical way. Micron2 have adopted a Code of Conduct, as required by the BRC004: Requirements for Certification Bodies document.

A copy of the Code of Conduct is available on request from the Head Office.

### 27. Use of Personal Data by Micron2

**27.1** Micron2 will meet the requirements of the Data Protection Act 2018. The Micron2 Privacy Policy is published on the micron2.com website.

**27.2** Micron2 seek the permission from their clients via each application form to continue to quote for future audits and to send information on related services.

**27.3** The Client allows that reports for BRCGS Standard audits will contain the names and titles of managers attending parts of the audit, as required by BRCGS Global Standards.

**27.4** Micron2 may contact the technical representatives of Clients for information purposes.

**27.5** Any personal data collected by Micron2 during the BRCGS Blended Audit process will be deleted according to the requirements of the BRCGS

**27.6** Where the file-sharing platform used for sharing documents for a BRCGS Blended Audit is chosen by the Client, the Client shall be responsible for the security on the

### 28 Use of Personal Data by BRC Global Standards

**28.1** Micron2 is obligated to upload BRCGS audit reports to the BRCGS Directory system. Both the BRCGS and Micron2 warrants that it has complied, and shall continue to comply, with the relevant provisions of the applicable data protection law relevant to the exercise of its rights or the performance of its obligations under this Agreement.

**28.2** If and to the extent that Micron2, any Partner or any Auditor passes any information (whether in a Report or otherwise and which may or may not contain personal data) to BRCGS:

Micron2 acknowledges and agrees that BRCGS may process such Information (including any personal data contained within it) for its own purposes including:

- reviewing and verifying audit integrity;
- administrative purposes including managing the relationship between BRCGS and Micron2 and administering Micron2's accreditation(s) on the Registered List / Provisional Recognition List (as applicable);
- managing BRCGS's relationship with the Auditor(s);
- monitoring compliance with this Agreement;
- monitoring Suppliers' compliance with the Standard(s);
- monitoring the effectiveness of the Standards and the process for accreditation and developing the Standards or creating new ones; and
- direct marketing and promotional purposes in respect of BRCGS's work, products and services; and
- Micron2 warrants and represents that at the time it passes the Information to BRCGS it is lawfully entitled to do so;
- Micron2 has collected any personal data contained in the Information using a notice given at the legally appropriate time to individuals who are the subject of the personal data (including personnel of Micron2, the Auditor(s) and/or the Supplier(s)), which describes as a minimum:
- that BRCGS Global Standards is a recipient and controller of the personal data contained in the Information; and the purposes for which BRCGS will use such personal data.

**28.3** Micron2 secures all necessary and legally compliant permissions, consents and approvals for BRCGS to contact Micron2, the Auditor(s), the Supplier(s) and their respective personnel by email, post, phone or text message for the purposes detailed above including BRCGS's own direct marketing and promotional purposes; and Micron2 will provide evidence of such permissions, consents and approvals on request by BRCGS.