



STEP UP CERTIFICATION

EXPAND YOUR HORIZONS

Certification Terms and Conditions for Management Systems

1. Purpose and General Provisions

1.1. These Terms outline the rights, obligations, and responsibilities of both the Certification Body and the Customer, in addition to the Certification Services Agreement.

1.2. These Terms are integral to the contractual relationship and apply to all certification services provided by STEP UP Certification SIA across the certification cycle. Description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification are to be found in annex 1 of this document.

1.3. By engaging in certification services, the Customer acknowledges, understands, and agrees to comply with all provisions outlined herein.

2. Scope of Certification Services

2.1. The Certification Body shall perform assessments, audits, and reviews to determine the Customer's compliance with the applicable standards, scheme requirements, laws, and regulations identified within the Certification Contract or Scope Document.

2.2. The scope of services provided is limited to the specific certification scheme and standards listed in the application and agreed to in the Certification Services Agreement.

3. Client Responsibilities Regarding Certification

In accordance with the requirements of ISO/IEC 17021-1:2015, section 8.3.4 and 8.5.3, the Client (the certified organization) agrees to the following conditions regarding their certification status and use of STEP UP Certification's certification mark and/or any statements referencing certification:

3.1 Compliance with STEP UP Certification Requirements: The Client shall conform to all requirements established by STEP UP Certification when making reference to its certification status in any communication media, including but not limited to the internet, brochures, advertising, and other documents.

3.2 Prohibition of Misleading Statements: The Client shall not make or permit any misleading statement regarding its certification.

3.3 Evaluation, Recertification and Surveillance Access: The Client shall make all necessary arrangements for evaluation, recertification and surveillance activities, providing access to documentation, records, equipment, locations, personnel, and subcontractors as required. This includes facilitating investigation of complaints and participation of observers, if applicable.

3.4 Proper Use of Certification Documents: The Client shall not use or permit the use of a certification document or any part thereof in a misleading manner.

3.5 Discontinuation Upon Withdrawal: Upon withdrawal of its certification, the Client shall discontinue its use of all advertising matter that contains a reference to certification, as directed by STEP UP Certification.

3.6 Amendments to Advertising: The Client shall amend all advertising matter when the scope of certification has been reduced.

3.7 No Implication of Product Certification: The Client shall not allow reference to its management system certification to be used in such a way as to imply that STEP UP Certification certifies a product (including service) or process.

3.8 Scope Limitations: The Client shall not imply that the certification applies to activities and sites that are outside the scope of certification.

3.9 Maintaining Public Trust: The Client shall not use its certification in such a manner that would bring STEP UP Certification and/or the certification system into disrepute and lose public trust.

3.10 Notification of Changes by the Certified Client: The Client shall inform the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to:

Legal, commercial, organizational status or ownership.

Organization and management (e.g. key managerial, decision-making or technical staff).

Contact address and sites.

Scope of operations under the certified management system.

Major changes to the management system and processes.

4. Suspension, Withdrawal, or Termination of Certification

4.1. The Certification Body retains the right to suspend, withdraw, or terminate certification if the Customer fails to comply with applicable standards, these Terms, legal requirements, or accreditation requirements, including but not limited to:

4.1.1. Failure to maintain an effective management system.

4.1.2. Failure to implement corrective actions to address identified non-conformities.

4.1.3. Misuse or misrepresentation of certification status or certificates.

4.1.4. Engagement in fraudulent or illegal activities.

4.1.5. Failure to meet financial obligations.

4.1.6. Interference with the assessment process or attempting to influence assessment outcomes.

4.2. The Certification Body shall provide written notice of any intent to suspend, withdraw, or terminate certification, outlining the reasons and the effective date.

4.3. The Customer shall have the right to appeal such decisions in accordance with STEP UP Certification SIA's documented complaints and appeals procedure: <https://www.stepupcertification.com/complaints-and-appeals>

5. Surveillance Audits and Assessments

5.1. The Customer agrees to facilitate all scheduled and unscheduled surveillance audits and assessments to verify continued compliance. 5.2. Surveillance assessments will be performed in accordance with agreed schedules and procedures. 5.3. The Customer shall provide access to all relevant sites, documentation, personnel, and processes, as needed. 5.4. Failure to comply with surveillance audit requirements may result in suspension or withdrawal of certification.

5.5. The Certification Body reserves the right to utilize qualified third-party auditors, reviewers, technical experts, and other outsourced personnel ("External Resources") to perform any necessary functions related to the certification processes. The Certification Body shall ensure that all such External Resources possess the appropriate competencies and are bound by confidentiality obligations. The use of external personnel does not diminish the Certification Body's responsibility for the impartiality, competence, and integrity of the certification activities.

6. Use of Certification Mark and Logo

6.1. The Customer is granted permission to use the Certification Body's logo and/or certification mark during the validity of certification.

6.2. The use of certification marks and logos must conform to the branding guidelines and instructions provided by the Certification Body and/or Scheme owner rules. The Client shall obtain prior written approval from STEP UP Certification for any statement on product packaging or accompanying information referencing its certified management system. Such statements shall not imply product, process, or service certification.

Approved statements must include:

Client identification;

Management system type;

Applicable standard;

Issuing certification body (STEP UP Certification).

STEP UP Certification may audit the Client's use of these statements for compliance.

6.3. The Customer shall not use or permit any third party to use the certification mark or logo in a manner that:

6.3.1. Is misleading, ambiguous, or deceptive.

6.3.2. Implies endorsement of products, services, or activities that are outside the scope of certification.

6.3.3 Mark and logo shall not be used on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity.

6.3.4 Mark and logo shall not be applied to laboratory test, calibration or inspection reports or certificates.

6.3.5. Harms or discredits the reputation of the Certification Body.

6.4. Misuse of the certification mark or logo will result in immediate suspension or withdrawal of certification.

7. Responsibility and Indemnification

7.1. The Customer acknowledges responsibility for ensuring the accuracy, reliability, and validity of all claims, statements, and documentation related to the certification status.

7.2. To the fullest extent permitted by Latvian law, the Customer agrees to indemnify, defend, and hold harmless the Certification Body, its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorney's fees and court costs) arising out of or in connection with:

7.2.1. Customer's misuse or misrepresentation of certification facts.

7.2.2. Customer's failure to comply with laws, standards, regulations, or these Terms.

7.2.3. Customer's negligence or willful misconduct relating to obligations in this Agreement.

8. Changes in Standards, Regulations, and Laws

8.1. The Customer is responsible for staying informed about and complying with changes in applicable standards, regulations, and laws pertaining to the scope of certification. 7.2. The Certification Body will make reasonable efforts to inform the Customer of relevant changes, but the Customer is ultimately responsible for compliance.

8.2. The Certification Body may conduct reassessments to determine compliance with updated requirements, which may impact certification status or require additional activities.

9. Rights to Disclose Information

9.1 Disclosure to Scheme Owners, Accreditation Bodies, and Legal Authorities

STEP UP Certification reserves the right to disclose any relevant information related to the Client Organization and the certification process to certification scheme owners, accreditation bodies, or other relevant authorities as required for the maintenance, verification, or enforcement of the certification scheme.

9.2 Legal Obligations

In cases where disclosure is mandated by applicable laws, regulations, or legal proceedings, STEP UP Certification shall have the right to disclose such information without prior consent from the Client Organization, to the extent necessary to comply with lawful requirements.

9.3 Purpose of Disclosure

Such disclosures shall be limited to information necessary for the purpose of scheme oversight, accreditation, legal compliance, or investigation, and shall be conducted in a manner consistent with applicable data protection legislation.

9.4 Confidentiality and Data Protection

Any disclosed information shall be handled in accordance with confidentiality obligations and data protection requirements to protect the rights of the Client Organization.

10. Resolution of Disputes

10.1. Any dispute or claim arising from or related to this Agreement shall be first addressed through good faith negotiation between the Parties.

10.2. If the Parties cannot resolve the dispute, the dispute shall be settled exclusively in the courts of Latvia following Latvian law.

10.3. The Parties waive any right to jury trial or other forms of dispute resolution.

11. Term & Termination

11.1. This Agreement shall commence on the Effective Date and continue until validity of certificate unless terminated earlier as provided herein.

11.2. The Certification Body may terminate this Agreement immediately upon material breach of these Terms or the Certification Services Agreement.

11.3. Termination shall not relieve the Parties from any obligations accrued prior to the effective date of termination.

12. Miscellaneous Provisions

12.1. *Entire Agreement:* This Agreement, together with all exhibits and schedules, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.

12.2. *No Waiver:* The failure to require performance of any provision shall not affect a Party's right to require performance at any time thereafter.

12.3. *Severability:* If any provision is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

12.4. *Notices:* Notices shall be written and served by personal delivery, courier, certified mail, or e-mail.

12.5. *Force Majeure:* Neither Party shall be liable for delays or failures in performance due to causes beyond its reasonable control, such as acts of God, war, or government regulations.

13. Amendments

13.1 STEP UP Certification may unilaterally change the rules, policies, or requirements related to this Agreement without prior notice or informing the other Party.

Certification Body Representative:

Signature:

Name: Jānis Švirksts

Position: Board member

Date: 10.07.2025



Annex 1

The Certification Process

The certification Process involves several key stages:

1. Application:

Your organization submits a formal application, providing detailed information about your business, processes, and the scope of certification sought.

We review your application to determine feasibility, identify resource requirements, and ensure we have the necessary expertise.

2. Initial Audit (Two-Stage Process):

Stage 1 Audit: A preliminary review of your documented management system to assess its adequacy and identify any gaps. This stage typically involves a document review and may include a site visit to understand your operations.

Stage 2 Audit: A comprehensive on-site assessment to evaluate the implementation and effectiveness of your management system. Our qualified auditors will gather objective evidence through interviews, observations, and record reviews.

3. Certification Decision:

Following the audit, our independent certification board reviews the audit findings and makes an objective decision on whether to grant certification.

Certification is granted when your organization demonstrates conformity to the applicable standard and effective implementation of its management system.

4. Maintaining Certification (Surveillance Audits):

To ensure ongoing conformity, we conduct regular surveillance audits, typically annually.

Surveillance audits assess the continued effectiveness of your management system and identify opportunities for improvement. These can include a review of internal audits, key performance indicators, and corrective actions.

5. Recertification:

Every three years (or as specified by the relevant scheme), your organization undergoes a recertification audit to demonstrate continued conformity and effectiveness over the long term.

The recertification audit provides an opportunity to review the entire management system and identify areas for sustained improvement.

Expanding or Reducing Scope:

At any time, you may apply to expand or reduce the scope of your certification to reflect changes in your business activities or organizational structure.

We will conduct an assessment to determine the necessary audit activities to support the change in scope.

6. Suspension or Withdrawal:

Certification may be suspended or withdrawn if your organization fails to meet the requirements of the standard or our certification agreement. This may be due to nonconformities, failure to allow surveillance audits, or other violations of our terms and conditions. We will provide full details and request corrective action plans before any suspension or withdrawal.

We will give fair warning, and time for correction before any certification is withdrawn.

7. Restoring Certification:

If certification has been suspended, your organization is responsible for promptly developing and implementing a corrective action plan acceptable to STEP UP Certification. You must then provide evidence that the corrective actions have been effectively implemented. If all requirements are met within a specified timeframe, certification will be restored.

If your certification has been withdrawn, restoring it requires a complete re-application and assessment process. This includes a new application, a full initial audit (Stage 1 and Stage 2), and a new certification decision. There is no guarantee that certification will be granted, and the process will be subject to all applicable fees.