



Proposal for the provision of LRQA Services

Morris Recycling Limited

Initial Assessment

EUSkills Competence Management System V5

Date: 14/04/2023

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LRQA Agreement

As your chosen Certification Service provider, we're here to help you negotiate a rapidly changing world. We are here to assess your management systems against international and nationally recognised standards, to help you gain assurance that your business is operating to the appropriate standards and to enable you to demonstrate this to the businesses and people you touch. We do this by offering:



Strategic Vision - our technical know-how, sector experience and innovative, forward-thinking approach will help you meet the challenges of today – and become a safer, more secure, and sustainable organisation tomorrow.



Technical Capability - we carefully select our auditors on the grounds of their knowledge of the relevant standards and understanding as to how they are deployed in practice in your sector and organisation.



Global Reach - operating in more than 120 countries, recognised by over 30 accreditation bodies worldwide and covering almost every sector, we can deliver a consistently structured service across your portfolio and for all your management system accreditation needs, helping you to manage risk and drive improvement in your operations and build credibility with your stakeholders around the globe.



Tailored - the assessments are consistent wherever you are located and across each sector, however every business is unique. Our global reach and breadth of accreditations enables us to tailor delivery to suit your needs.



Service that Suits You - our client portal is easy to use, allowing you to manage your LRQA management system certification programme across your organisation no matter where you are. Through the portal, you can view your schedule of planned and completed audits, download certificates, reports and approval marks, view, reply and track the status and detail of audit findings and access qualitative and quantitative analytics collated across your certification audits.



From the initiation of the contract both Wood and LRQA have worked closely as strategic partners to implement the transition from existing providers and deliver a globally based approach. The relationship with LRQA continues to reap benefits and we have realised significant savings whilst still ensuring we effectively verify the continued adequacy of our management systems. Overall, I would rate LRQA's performance to date in support of our MS certification as excellent.

Neil Baird
Director of Quality Assurance
Wood PLC



LRQA's auditors apply common sense to situations, which strengthens our relationship and helps us continually improve the performance of our Integrated Management System.

John Fitzmaurice
Global Health, Quality, Safety
and Environment Manager, ALE

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LRQA Agreement

1. Services

LRQA will carry out an assessment of your management system to establish compliance in accordance with the standard(s) detailed below:

Assessment Standards: EUSkills Competence Management System V5

[Proposed scope: Competence Management System to cover the storage and recycling of UPVC window frames and profiles, and PVC

The services provided by LRQA under this Agreement are in accordance with those set out in the relevant accreditation body rules and in our approved scope. In order to provide assurance and certification against an accredited scope it is understood that these rules are not capable of amendment by the parties and that the accreditation bodies position is unassailable.

The scope of approval is dependent upon those activities satisfactorily assessed during the assessment and subsequent visits and confirmation following technical review team. The definitive scope of approval is the scope printed on the current certificate of approval.

At the following sites:

Site	Address
Morris Recycling Limited	Unit 34 Coneygree Industrial Estate Tipton DY4 8XP United Kingdom

This offer is valid for 90 days from the date of issue.

LRQA Agreement

2. Fees Schedule (Certification)

Fee Item	Day Rate (£ (*)	Initial Assessment Days	Initial Assessment Total Price (£)	Annual Surveillance Days	Tick as Required
Gap Analysis (optional)	£1,150	1 day	£1,150	N/A	<input type="checkbox"/>
EUskills Competence Management System V5	£1,150	Stage 1 – 1 day Stage 2 – 2 days	£3,450	1 day	

Fee Item	Rate (£)	Fee per Annum (£)	3 Year Fee (£)
Application Fee			
Other			
Total Cost (**)			

Your delivery profile will include a combination of remote audits and on-site audits. Blended-day rate applies to remote audits and on-site audits.

(*) Blended-Day Rate: Please note that the blended-day rate includes audit time, reporting time, travel time (up to 2 hours) and all expenses, but excludes international flights, travel time (over 2 hours), any sales taxes, duties and third-party payment processing fees. If you require us to submit our invoices via a third-party payment processing company, we retain the right to pass the payment process fees onto you. Blended-day rate applies to remote audits and on-site audits.

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LRQA Agreement

3. Justification Table

Based on information provided by Morris Recycling Limited .

Headcount Employees	22
Effective Number of Employees	22
Applicable Mandatory Documents (MD's)	MD5
Factors used to adjust audit-days quoted	N/A

Please click here for the [LRQA Client Information Notes](#)

If you are transferring your accredited certification to LRQA, please click here for the [transfer specific information](#)

Additional Notes

LRQA Agreement

4. Agreement

Agreement date: 14/04/2023

Between LRQA Limited
Registered Office
1, Trinity Park
Bickenhill Lane
Birmingham
B37 7ES
("LRQA")

And: Morris Recycling Limited
Registered Office
Unit 34 Coneygree Industrial
Estate
Tipton
DY4 8XP

The accreditation for this service is held by LRQA whose accreditation has been awarded by United Kingdom Accreditation Service (UKAS) and/or other applicable accreditation bodies. The applicable Service(s) provided under this Agreement shall be carried out in accordance with the LRQA service delivery procedures and will be subject to monitoring by LRQA to ensure full compliance with the applicable accreditation standards and mandatory documents under the relevant accreditation scheme(s). This Service Offer and Agreement is governed by the Terms and Conditions attached. The Client accepts the LRQA Terms and Conditions by signing this Agreement.

LRQA Agreement

5. Assignment Specific Information

5.1 Visit Durations

The visit durations are based on the requirements of the accreditation mandatory document(s) for the duration of audits and other related accreditation guidelines. Any increases or reduction in duration to the maximum permitted are made using the factors permitted by these documents.

5.2 Detailed Justification

An explanation of the factors used to determine the assessment duration will be provided in the Stage 1 assessment visit report after completion of on-site/remote verification of the information provided by you.

5.3 Certificate Renewal Visit

Prior to any certificate being renewed we are required to check whether the conditions present that enabled us to certify the system remain compliant. It is imperative that the re-certification visit is arranged in good time ahead of the date upon which the certificate expires to ensure that you have the opportunity to rectify any non-conformities that may have been introduced into your processes in the intervening period are resolved before the expiry of the certificate. We will confirm to you the estimated duration of re-certification visits at the time of the surveillance visit.

5.4 Accreditation Mark Costs

The cost of providing one accreditation mark is as detailed in 2 above. Any additional marks requested will be charged per mark, per annum at the rate applicable at the time of issue. This covers the cost of administration and levies imposed by accreditation bodies.

5.5 Special Visits

If any non-conformances are recorded during the assessment, surveillance, or certificate renewal visits, details of these will be issued to you. Where required by the accreditation guidelines, additional follow up visits or remote reviews will be scheduled and carried out to verify corrective actions and to enable the re-certification. Such additional visits or remote reviews are chargeable at the Day Rate as indicated in our Fee Schedule.

5.6 Short Notice Visits

Sometimes you need to make changes to your management systems and sometimes you need to do this at short notice. Similarly, issues with your systems may have been raised with the accreditation body who may deem it necessary for us to check whether your certification remains valid. In such circumstances we will use reasonable endeavours to attend site quickly (and may be required to do so unannounced if the accreditation body rules dictate this). The fee for this additional verification activity will be a multiple of the Day Rate as stated in our Fee Schedule.

5.7 Scheduling/Postponement/Cancellation

If you need to reschedule your audit, please let us have a minimum of 8 weeks' notice of your intention. This enables us to manage our auditors' schedules to avoid lost time and a charge to you. If you do need to reschedule with less than 8 weeks to go until your scheduled visit the Fee applicable to that audit will be forfeited

5.8 Use of Information and Communication Technology


We will, wherever possible, use [Information and Communication Technology](#) (ICT) for auditing and assessment purposes in line with IAF MD4. The use of ICT will be based on the specific scheme and accreditation rules applicable at the time as well as the system and site performance information available to the auditor.

5.9 Accreditation Body Witness Audits

One of the rules of the accreditation body is that they may, at their absolute discretion, attend site with our auditors to witness the audit process. If they inform us of their intention to attend, we will of course let you know in good time.

Signed by authorised representatives of LRQA Limited and Morris Recycling Limited

For and on behalf of **Morris Recycling Limited**

Signed: 

Job Title Office Manager

Name Sheila Salhan

Date 02/08/23

Internal Use Only

Ref No. JW_MorrisRecycling_CMS_IA_2304a

Date 14/04/2023

Produced by

Jordan Whateley

For and on behalf of **LRQA Limited**

Signed: 

Job Title Senior Sales Executive

Name Jordan Whateley

Date 02/08/23

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LRQA Agreement

6. Terms and Conditions

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1) Terms of Payment

- 1.1. Payment of the Fee will become due 30 days after issue by LRQA of its invoice ("the Due Date"). Invoices will be issued on contract signing and thereafter one month prior to any planned audit. In the case of any services provided in addition to the planned annual audits an invoice will be issued as soon as reasonably practicable by LRQA following commission of those services and the Due Date will be 30 days after issue as above. All fees and expenses will be subject to the applicable taxes in the country in which the services are provided. LRQA reserves the right to charge interest at an annual rate of 10% above the greater of the base rate set by the Bank of England Monetary Committee or the central bank equivalent in the country where the Client maintains its principal office on any invoiced amount remaining unpaid beyond 30 days.
- 1.2. In year one of this Agreement LRQA will not be obliged to issue the certificate until such time as the Fee has been paid.
In subsequent years LRQA will, if payment is not made by the Due Date, withdraw access to its portal. If, following notification of non-payment being made by LRQA to the Client the Client still does not pay then LRQA will take steps to withdraw the certification. In such circumstances the Client will remain liable for the Fee (or portion thereof) that remains outstanding and any interest accruing until payment is made.
Stage 1 and Stage 2 Audit: If, following commencement of the withdrawal process, the Client decides that it does want to retain its certification then LRQA will either take steps to halt the withdrawal process in line with Scheme guidelines or will take steps to commence the Stage 1 and Stage 2 Audit cycle. In the second of the two scenarios the Client will be required to pay an additional fee equivalent to the Stage 1 and Stage 2 Service and LRQA will issue the certificate or re-open access to its portal once that fee is paid.
- 1.3. The Fee (as detailed in Part 2 of this Agreement) will increase every year on 1st January to reflect the prevailing rate of inflation calculated in accordance with the UK Retail Price Index (All Items) as published by the UK Office for National Statistics or its successor body plus 1%. In exceptional years where the prevailing rate of inflation exceeds 5%, a mid-year increase will also be automatically applied to Fees incurred from 1 July in that year.
- 1.4. The Scheme Fee charged by the accreditation body will be passed onto the Client.
- 1.5. Any non- payment of the Fee will be considered a material breach of this Agreement.

2) Client's Obligations

In order to enable LRQA to provide the Services and to maintain the certification the Client will be required to:

- 2.1. provide LRQA and its representatives from the relevant accreditation body with access to the site, people, information and facilities necessary to provide the Services;
- 2.2. permit publication of the certification(s) granted (unless prohibited by the accreditation body).
- 2.3. maintain its management system(s) in compliance with the relevant standards.
- 2.4. comply with LRQA rules governing use of its management system schemes' marks and accreditation body marks.
- 2.5. advise LRQA of proposed changes to the approved management system which may affect the management system's compliance with the criteria referred to and approvals issued under this Agreement prior to making those changes.
- 2.6. provide LRQA personnel with a safe system of work and either advise LRQA in advance of any personal protective equipment required for the particular site or environment or to provide such specialist equipment for their use (in the latter case giving LRQA appropriate advance notice such that they can undertake their own risk assessment).
- 2.7. to inform LRQA of any situation or circumstance which would mean that its management system would fall below the standard required by the relevant regulation against which they are being assessed as part of the certified management systems audit. LRQA will review this information and may recommend additional verification activities to confirm continued compliance with the certified management systems. LRQA are obliged under accreditation scheme rules to suspend or withdraw certificates where the Client fails to demonstrate that it continues to meet the relevant standards.

3) Certificates and Complaints against the Client

- 3.1. The Certificate is valid from the original date of approval and will continue (subject to the findings from subsequent visits), provided that the certified management systems remain compliant.
- 3.2. The certificate remains the property of LRQA. In the event of the approval lapsing or being withdrawn, it is the responsibility of the Client to destroy the Certificate and any electronic or hard copies thereof and to remove references to it from its hard and soft copy communications including social media and any internet sites.
- 3.3. LRQA is required to investigate reported breaches of any management system it certifies. In the event of such a report, LRQA will investigate and if non- conformities are discovered, will proceed with one or more of the following actions:
 - 3.3.1 leave the certificate in place on condition that corrective actions are taken and verified within a specified time frame;
 - 3.3.2 suspend its approval and require corrective action to be implemented within a specified time frame;
 - 3.3.3 withdraw its approval and the certificate if the non-conformity has not been corrected and verified within the specified time frame;
 - 3.3.4 withdraw the certificate in the event of complaints of a highly serious nature where corrective actions have not been specified or is deemed unsuitable; and
 - 3.3.5 agrees that LRQA may retain on record contact details provided by the Client for the purpose of managing the relationship and this Agreement, the certification and in order to comply with the law and its obligations to the Accreditation Body. In so doing LRQA will comply with its obligations as Data Processor under the UK Data Protection Act 2021.

4) LRQA's Obligations

LRQA agrees to:

- 4.1. use reasonable endeavours to carry out the Services with the skill and care of a competent certification body and in accordance with the accreditation scheme rules and good industry practice;
- 4.2. if satisfied of the management systems meeting the required accreditation standards and following receipt of payment of its Fee promptly issue the certificate;
- 4.3. carry out surveillance visits and re-certification visits at the periods indicated in Part 1 of this Agreement;
- 4.4. report to the Client any non-conformances identified in the performance of the Services;
- 4.5. as soon as is reasonably practicable following confirmation by the Client of corrections to non- conformities identified during the provision of the Services, arrange for a follow up visit, where necessary, to close out such non- conformances;
- 4.6. use suitably qualified auditors to perform the Services; and
- 4.7. if observers are present during the visit, LRQA will ensure that their role is clearly communicated to the Client.

5) Limitation of Liability

- 5.1. LRQA's total aggregate liability towards Client for any and all loss or damage arising under or in connection with this Agreement and any Services delivered, whether based in contract, tort (including negligence), strict liability, indemnity or otherwise shall not exceed 3 (three) times the total Fee paid by the Client in the relevant year.
- 5.2. Neither party shall be liable in contract, tort (including negligence), strict liability for loss of profit or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages howsoever caused regardless of whether any such losses were foreseeable by the parties at the time of entering into this Agreement.
- 5.3. Nothing in this Agreement will exclude or limit the liability of LRQA for: (a) death or personal injury caused by LRQA's negligence; (b) fraud or fraudulent misrepresentation, (c) any matter which it would be illegal for LRQA to exclude or attempt to exclude its liability.

6) Indemnity

- 6.1. The Client will indemnify LRQA against losses suffered by or claims made against LRQA as a result of misuse by the Client of any statement, endorsement, approval, certificate or license to use an accreditation mark that may be granted by LRQA under this Agreement.

7) Termination

- 7.1. Save as provided in clauses 1 to 3 above, this Agreement will remain in force until terminated by either party giving three months' notice to the other.
- 7.2. Under the accreditation scheme rules, LRQA cannot permit a certificate to remain in place following the termination of its Agreement with its Client. As such, following termination of this Agreement the certificate may no longer be used or publicly displayed by the Client and from the date of termination, the Client will (unless it makes alternative arrangements) not be entitled to claim that its management systems are certified.

8) Anti-Bribery, Anti-Corruption and Data Protection

The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.

9) Change In Law

In the event of a change of law, requirements of any accreditation body or of Client policy which acts to increase the cost to LRQA of delivering the Services, the Parties agree that the Fee for the Services may be increased to reflect any subsequent increases in the cost incurred or time taken to render the Services. LRQA will provide such evidence of increases as is reasonably practicable.

10) Force Majeure

No claims can be made by either party for failures or omissions which could be considered as a breach of this Agreement where the cause of the failure or omission is reasonably beyond the control of either party.

11) Assignment

This Agreement shall not be assigned by the Client in whole or part unless an assignment is agreed by LRQA in writing.

12) Law and Jurisdiction

This Agreement and any dispute or claim between LRQA Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LRQA and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Agreement or the Services provided hereunder. Nothing in this clause limits the right of LRQA to take debt collection proceedings against the Client in any other court of competent jurisdiction.

13) Entire Agreement

The parties agree that this Agreement constitutes the entire agreement between them.

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LRQA Agreement

7. Client Billing Information

Please complete this form to ensure LRQA has the correct company name, address and contact information for invoicing and general correspondence purposes. Please return the completed form along with the signed Agreement.

Company name to appear on the invoice: Morris Recycling Limited		
	Registered address	Billing address and accounts payable contact details (if different)
Street	Unit 34 Coneygree Industrial Estate	
Town/City	Tipton	
Post Code	DY4 8XP	
Contact Name	Vicki Cooper	
Job Title	Consultant	
Telephone No	+44 7912640464	
E-mail	vicki.cooper@360envionmental.co.uk	
Company Registration Number	8311904	
Company VAT Number	165990564	

To be completed by sole traders / partnerships

How many Directors/Partners are in your organisation (<i>list names and home address below</i>)?	
Name	Name
Address	Address
Name	Name
Address	Address

Does your company require LRQA to use your Billing Portal / Supplier Portal for invoicing?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
If "yes" please provide:				
The name of the portal				
Instructions for usage (web link)				
Contact point for Billing Portal set-up and queries				

Purchase orders (PO's)

If your company issues Purchase Orders, and one will be required to cover LRQA's assessment visits, please tick the PO validity below. Please note that if you tick this and do not provide a PO, your visit dates may be at risk.

PO's will not be raised	<input type="radio"/>	PO's will be issued for each visit	<input checked="" type="radio"/>
PO's will be issued annually	<input type="radio"/>	PO's will be issued for the life of the contract	<input type="radio"/>
Purchase order number:			

Please note that LRQA will store and use the personal data you provide for the purpose of performing this Agreement and as a point of contact generally. Please let us know if this information changes or if you would like us to delete it.

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