



# Proposal for the provision of LRQA Services

**Southern Water Services Ltd**

**EUSkills Competence Management System V5**

Date: 09/12/2022

**Mark Parry**

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W [lrqa.com](http://lrqa.com)

# LRQA Agreement

As your chosen Business Assurance partner, we're here to help you negotiate a rapidly changing world. Working with you to manage and mitigate the risks you face, it's our job to help you shape the future, rather than letting it shape you. We do this by offering:



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



**Technical expertise** - our people are sector experts. They bring with them a clear understanding of your specific challenges, standards and requirements – then deploy deep knowledge of certification, brand assurance, health and safety, cybersecurity, inspection and training to help you meet them.



**Global capability** - operating in more than 120 countries, recognised by over 30 accreditation bodies worldwide, and covering almost every sector, we can help you manage risk, drive improvement and build credibility with your stakeholders around the globe.



**Effective partnership** - every business is unique. That's why our experts work with you, to fully understand your needs and goals, and work out how we can best support them.



**Fresh perspective** - we have led the way in shaping our industry and continue to take every opportunity to collaborate with clients and pioneer new ideas, services and innovation.



## **Focus on client service**

Our on-line 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

# LRQA Agreement

## 1. Services

LRQA will carry out an assessment of the client's management system to establish compliance in accordance with the proposed scope below:

Assessment Standards: EUSkills Competence Management System V5

Proposed scope: The processes implemented to manage employee competence for permitted sites for waste acceptance and permitted treatment activities

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

At the following sites:

Site	Address
Southern Water Services Ltd	Southern House, Yeoman Road Durrington Worthing BN13 3NX United Kingdom
Fairlee WTW	249 Fairlee Road Newport Isle of Wight PO30 2JU United Kingdom
Aylesford WTW	Bull Lane Aylesford ME20 7DU United Kingdom
Budds Farm WTW	Southmoor Lane Havant PO9 1JW United Kingdom
Fullerton WTW	Stockbridge Road Goodworth Clatford Andover SP11 7HP United Kingdom
Goddards Green WTW	Cuckfield Road Ansty Goddards Green Haywards Heath RH17 5AL United Kingdom
Millbrook WTW	Millbrook Western Avenue Western Docks Southampton SO15 0HH United Kingdom
Motney Hill WTW	Motney Hill Road Rainham Gillingham ME8 7UA

# LRQA Agreement

Peacehaven WTW	United Kingdom Hoyle Road Peacehaven BN10 8LW United Kingdom
Peel Common WTW	Newgate Lane Peel common Stubbington Fareham PO14 1BA United Kingdom
Sandown New WTW	East Yar Road Sandown Isle of Wight PO36 9AX United Kingdom
Tonbridge WTW	Vale Road Tonbridge TN9 1XX United Kingdom
Ashford WTW	Bilsington Road Ruckinge Ashford TN26 2PD United Kingdom
East Worthing WTW	Off Western Road Meadow Road Worthing BN11 2SA United Kingdom
Canterbury WTW	Sturry Road Canterbury CT2 0AA United Kingdom
Sittingbourne WTW	Gas Road Sittingbourne ME10 2QE United Kingdom
Slow Hill Copse Marchwood WTW	Bury Road Marchwood SO40 4UD United Kingdom
Gravesend WTW	Dering Way Gravesend DA12 2QF United Kingdom
Queenborough WTW	Argent Road Queenborough ME11 5DZ United Kingdom
Ford WTW	Ford Aerodrome, Off Ford Road Arundel BN18 0DD United Kingdom

# LRQA Agreement

Bexhill and Hastings WTW

Off Bexhill Road,  
Freshfields  
Hastings  
TN38 8AY.  
United Kingdom

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Ham Hill WTW

Brook lane  
Snodland  
ME6 5JX  
United Kingdom

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



# LRQA Agreement

## 3. Justification Table

Based on information provided by Southern Water Services Ltd.

Headcount Employees	2,000
Effective Number of Employees	120
Applicable Mandatory Documents (MD's)	BPROD300 P449 -reference EU Skills Private Standard (V4 April 2015 & V5 March 2021)
Factors used to adjust audit-days quoted based on IAF MD 5	Existing EMS ISO14001 Certification through UKAS accredited Certification Body BSi

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

### **Additional Notes**

#### **During the Stage 1 visit LRQA will**

Review Southern Waters' status and understanding of the requirements of the standard considering the identification of competency requirements, processes, competence-related objectives and development, implementation, and operation of the management system.

Establish the nature and status of the organisation's environmental permitted activities and any associated activities.

If relevant, establish the arrangements undertaken for making the transition from an alternative scheme to full implementation of the CMS scheme.

Collect necessary information on the:

- scope of the management system
- permitted activity
- processes
- location(s) / geographical limitations of the client organization
- associated management systems
- stakeholders of the organisation
- associated risks etc
- effective numbers of employees in scope of the proposed certification

Confirm that the

- CMS has been designed to address the technical competency requirements of the environmental permitting regime.
- Southern Water has procedures in place for:
  - the identification of statutory, regulatory, and legal requirements.
  - Internal and external communications
  - Document control
  - Performance management
  - Dealing with actual and potential non-conformities
- Southern Water has
  - established competence objectives
  - established an internal audit and assurance process
  - a process for reviewing the effectiveness of the CMS

# LRQA Agreement

## Stage 2 visit

The stage 2 audit should focus on confirming the entire CMS is being implemented and is effective to deliver and confirm the organisation's ability to consistently ensure competent personnel are deployed accordingly. The stage 2 is therefore not just a check that records exist for individuals, but to confirm the processes in place to achieve the desired output are operating and demonstrate how competence has been confirmed consistent with the documented system.

The stage 2 audit must include a site visit(s) in order that permitted activities can be sampled and assessment made of how the organisation makes itself aware of, and communicates, these requirements and assesses if personnel are competent to deliver permit compliance.

During the stage 2 audit, the following should be reviewed / conducted

- interviews of key personnel to confirm their technical competency and the technical adequacy of the arrangements in place
- site tour(s)
- the consistency of understanding and application of requirements
- records of Southern Water monitoring of performance / confirmation of demonstration, of competence evidence, of management of poor performance (unacceptable work) if applicable

It is planned, as per UKAS requirements, that a square root of the different permitted activities be audited by physical/remote/blended site visits during Stage 2. There are 4 categories of activities with a total of up to 35 "Permitted Activities" spread across the 21 Operational sites- with some of these sites carrying out 2 or more activities. A breakdown of the 4 categories and number of permitted activities is as follow – up to 11 sites carry out Bespoke Sludge activities; up to 11 sites carry out Tankered Waste activities; up to 12 sites carry out CHP activities and 3 sites carry out Closed Landfill activities. To achieve the square root sampling of permitted activities a minimum of 6 sites are required to be audited at Stage 2- in addition to the Head Office Central Functions- and are recommended to be Budds Farm WTW; Fullerton WTW; Sandown New WTW; Fairlee WTW; Tonbridge WTW and Peacehaven WTW. The remaining sites will be visited, in rotation, through the 3year Annual Audit cycle. These sites to be confirmed at Stage 1 with the Auditor and Southern Water. It is noted that both Sandown New WTW and Motney Hill WTW will have 2 permits each (Closed Landfill and Installation)



# LRQA Agreement

## 4. Agreement

Agreement date: 09/12/2022

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

And: Southern Water Services Ltd  
Registered Office  
Southern House, Yeoman Road,  
Durrington  
Worthing  
BN13 3NX

To the extent applicable to the Services to be provided under this Agreement by LRQA, the Client agrees to the following:

“The accreditation for this particular Service is held by LRQA whose accreditation has been awarded by United Kingdom Accreditation Service (UKAS). 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).”

## 5. Terms and Conditions (T&Cs)

This Service Offer and Agreement is governed by LRQA Terms and Conditions (GMS03-11-78(07/2018)) which can be found below and any special terms and conditions as detailed in Section 7. The client accepts the LRQA Terms of Conditions by signing this contract.

## 6. Alteration to T&Cs

Not applicable.

# LRQA Agreement

## 7. Assignment Specific Rules

### 7.1 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.

### 7.2 Detailed Justification

A detailed justification of the factors used to determine the assessment duration in line with accreditation requirements will be included in the Stage 1 assessment visit report after completion of on-site verification of the relevant factors.

### 7.3 Certificate Renewal Visit

A certificate renewal visit is due prior to the expiry of the existing certificate, the duration for this visit to be advised on completion of the prior surveillance visit and chargeable at the day rate applicable at the time of the visit.

### 7.4 Fee Rates

Unless specified elsewhere in this agreement LR fee rates will be subject to annual review and will be increased in line with cost increases.

### 7.5 Accreditation Mark Costs

The cost of providing one accreditation mark is included in the above fees. 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.

### 7.6 Special Visits

If any non-conformances are reported during the assessment, surveillance, or certificate renewal visits, these will be issued to the client. Where necessary, additional follow up visits or remote reviews will be scheduled and carried out to verify corrective actions, which may be chargeable.

### 7.7 Short Notice Visits

If the client receives a complaint that falls within the scope of this agreement, or the client notifies LRQA of significant changes to the scope of assessment and approvals issued

under this agreement, LRQA will undertake either an unannounced or short notice visit to the client. The complaint or changes made will be investigated and the chargeable rates for such visits will be the day rate applicable at the time of each visit.

### 7.8 Scheduling/Postponement/Cancellation

The first scheduling of the audit is free of charge. We will charge 25% of the applicable day rate for re-scheduling the confirmed audit outside any force majeure event, unless the audit is rescheduled or cancelled within 6 weeks of the scheduled date in which case, we levy a charge equal to the cost of the audit including the cost of non-refundable expenses.

### 7.9 Invoice Disputes

The client shall have 30 days to dispute any LRQA invoices from the invoice issue date. Unless the client raises a query within this time frame, the invoice shall be considered as accepted and the payment will be sought in accordance with the payment term without delay. This clause does not affect the payment term.

### 7.10 Validity

This contract will remain valid unless terminated in writing by either party with 30 days' notice

### 7.11 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

### 7.12 Accreditation Body Witness Audits

The Client accepts that LRQA's accreditation body (AB) has the right to witness the LRQA's activities during an audit at a client site under the accreditation rules. In the event an AB decides to attend such an assessment neither LRQA nor the Client has the right to refuse access.

## Signed by authorised representatives of LRQA Limited and Southern Water Services Ltd

For and on behalf of **Southern Water Services Ltd**

Signed: {{s1\_es\_:signer1:signature}}

Job Title {{\*jt1\_es\_:signer1:title}}

Name {{\*n1\_es\_:signer1:fullname}}

Date {{\*d1\_es\_:signer1:date:format(date, "dd/mm/yy")}}

### Internal Use Only

Ref No. mrp-Southern Water Limited- CMS - IA-1222d

For and on behalf of **LRQA Limited**

Signed: {{s1\_es\_:signer3:signature}}

Job Title {{\*jt1\_es\_:signer3:title}}

Name {{\*n1\_es\_:signer3:fullname}}

Date {{\*d1\_es\_:signer3:date:format(date, "dd/mm/yy")}}

Date 09/12/2022 Produced by Mark Parry

# LRQA Agreement

## Terms and Conditions (GMS03-11-78(07/2018))

### 1) Terms of Payment

- 1.1. Payments due from the Client under this Agreement shall be paid in full in the currency specified within 30 days of the date on the invoice. All fees and expenses will be subject to the applicable taxes in the country in which the service is provided. The Client agrees to pay LRQA's applicable fees for the Services and pay all undisputed portions of invoices for the Services within 30 days of the invoice date. LRQA reserves the right to charge interest at an annual rate of 5% above the greater of the Bank of England base rate or the central bank equivalent in the country where the Client maintains its principal office on any amount remaining unpaid beyond 30 days, and may withhold any or all Services until the arrears, including interest, are paid.
- 1.2. Unless specified elsewhere travel and expenses incurred by LRQA in performing the Services will be charged at cost.
- 1.3. The client shall have 30 days to dispute any LRQA invoices from the invoice issue date. Unless the client raises a query within this time frame, the invoice shall be considered as accepted and the payment will be sought in accordance with the payment term without delay. This clause does not affect the payment terms.
- 1.4. The product fees will be passed onto the client.

### 2) Client's Obligations

- 2.1. To provide LRQA and its accreditation bodies with access to information and facilities necessary to provide the Services, this includes allowing observers to attend the visits for the purposes of witnessing the activities of the LRQA personnel involved. To allow LRQA to make publicly available details of the certification(s) granted.
- 2.2. To maintain its management system(s) in compliance with the relevant standard(s).
- 2.3. To comply with LRQA rules governing use of its management system schemes' marks and accreditation body marks.
- 2.4. To advise LRQA of changes to the approved management system which are likely to affect the management system's compliance with the criteria referred to and approvals issued under this Agreement prior to making the changes,
- 2.5. To provide LRQA personnel with suitable protective equipment.
- 2.6. The Client has a duty to provide a safe place of work for LRQA's Assessors. This duty relates to places of work which are under the control of the Client, and
- 2.7. The Client is required to inform LRQA as soon as it becomes aware of any breach of an applicable regulatory requirement which has the potential (if identified by or reported to the regulator) to result in a regulatory authority prosecution or the issuing of a legally enforceable notice to improve or cease a process or activity being undertaken relevant to the Certified Management System. LRQA will review the details of any breaches brought to its attention and may elect to perform additional verification activities chargeable to the client to ensure compliance with specified requirements. LRQA reserve the right to suspend or withdraw certificates of approval / verification statements and opinions for either failure to inform LRQA or the appropriate regulator of such breaches.

### 3) Certificate of Approval and Complaints against the Client

- 3.1. The Certificate of Approval is valid from the original date of approval subject to the findings from subsequent visits, as set out in the Service Offer(s), proving satisfactory.
- 3.2. The Certificate of Approval 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.
- 3.3. In the event of complaints against the Client within the scope of this Agreement, which prove on investigation to be well founded, LRQA will carry out either one or a series of the following actions:
  - (i) Require corrective action to be implemented within a specified time
  - (ii) Suspend its approval and require corrective action to be implemented within a specified time
  - (iii) Withdraw its approval if requested corrective action has not been taken within the specified time, and
  - (iv) Withdraw the approval in the event of complaints of a highly serious nature where corrective action have not been specified or is deemed unsuitable.

### 4) LRQA's Obligations LRQA agrees to:

- 4.1. Carry out an assessment to verify compliance of the Client's management system against the Assessment Standard(s)
- 4.2. Issue on completion of a satisfactory assessment a Certificate of Approval
- 4.3. Carry out surveillance visits and certificate renewal visits at the periods indicated in Part 1 of the Service Agreement
- 4.4. Report to the Client any non-conformances identified during any LRQA visits and request a follow-up visit to verify corrective actions, if necessary
- 4.5. Provide suitably qualified personnel to perform the Services  
Consider any appeal directly to LRQA's General Technical Committee if the Client is dissatisfied with the Services provided and has failed to satisfactorily resolve the complaint through the local LRQA complaints' system; and,
- 4.6. Consider LRQA changes to assigned personnel if there is a justifiable reason for objecting to the individuals LRQA has provided.

- 4.7. If observers are present during the visit, LRQA will ensure that their role within the visit is clearly communicated and that they shall not influence or interfere in the audit process or outcome of the audit.

### 5) Confidentiality

- 5.1. LRQA, its officers, employees and agents agree to maintain as confidential and will not use or disclose to any third-party information obtained from the Client in connection with the Services without the Client's consent, except as necessary for delivery of the Services in accordance with the terms of the Agreement.
- 5.2. The confidentiality referred to in 5.1 above will be maintained during the term of and after termination of this Agreement, except for:
  - (i) information which was in LRQA's possession prior to disclosure by the Client
  - (ii) information which is in the public domain
  - (iii) information which is made available to LRQA from a source independent of the Client
  - (iv) information which is required to be made available to achieve or maintain LRQA Accreditation.

### 6) Liability

- 6.1. If the Client suffers loss, damage or expense which is proven to have been caused by negligent act, omission, or error of LRQA, its officers, employees or agents performing its services, LRQA will pay compensation for proven loss up to but not exceeding the fee charged by LRQA for that part of the Services which caused the loss.
- 6.2. Except as provided for in 6.1 above, LRQA its officers, employees or agents do not accept liability for any loss, damage or expense howsoever caused in carrying out the Services even if found to be a breach of warranty.
- 6.3. LRQA, its officers, employees or agents do not warrant the accuracy of information, assessment or advice supplied.

### 7) Indemnity

The Client agrees to 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 of approval or license to use an accreditation mark that may be granted by LRQA under this Agreement.

### 8) Termination

- 8.1. This Agreement will remain in force until terminated by either party giving 30 days' notice to the other.
- 8.2. On the date of termination any certificates that have been issued under the terms of this Agreement will immediately be invalid and shall be destroyed by the Client.
- 8.3. On termination by either party, fees due for Services completed prior to termination will immediately become payable and will be invoiced by LRQA accordingly.

### 9) 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.

### 10) Assignment

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

### 11) Law and Jurisdiction

This Agreement and any dispute or claim between any member of the 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.

### 12) Entire Agreement

The parties agree that this Agreement constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.

### 13) 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.

**YOUR FUTURE. OUR FOCUS.**

For more information on LRQA visit [www.lrq.com/entities](http://www.lrq.com/entities)

# Client Billing Information

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

Company name to appear on the invoice: <b>Southern Water Services Ltd</b>		
	<b>Registered address</b>	<b>Billing address and accounts payable contact details (if different)</b>
Street	Southern House, Yeoman Road, Durrington	{{add_es_::signer1:address:tooltip("address")}}
Town/City	Worthing	{{tow_es_::signer1:tooltip("Town")}}
Post Code	BN13 3NX	{{po_es_::signer1:tooltip("Post Code")}}
Contact Name	Joff Edevane	{{nam_es_::signer1:tooltip("Contact Name")}}
Job Title	Environmental Reporting and Monitoring Manager	{{_es_::signer1:tooltip("Job Title")}}
Telephone No	+44 1903 272858	{{pho_es_::signer1:tooltip("Phone")}}
E-mail	joff.edevane@southernwater.co.uk	{{email_es_::signer1:isemail:tooltip("Email Address")}}
Company Registration Number	{{*_cr_es_::signer1}}	
Company VAT Number	{{*_cvat_es_::signer1}}	

## To be completed by sole traders / partnerships

How many Directors/Partners are in your organisation ( <i>list names and home address below</i> )?	
Name {{dpa1_es_::signer1}}	Name {{dpa13_es_::signer1}}
Address {{dpa1a_es_::signer1}}	Address {{spa13_es_::signer1}}
Name {{dpa12_es_::signer1}}	Name {{dpa14_es_::signer1}}
Address {{SPA13_eS_::signer1}}	Address {{SPA14_es_::signer1}}

Does your company require LRQA to use your Billing Portal / Supplier Portal for invoicing?	Yes	{{(y)*yn_es_::signer1}}	No	{{(n)*yn_es_::signer1}}
If "yes" please provide:				
The name of the portal	{{*_nop_es_::signer1:enableif(yn=y)}}			
Instructions for usage (web link)	{{*_ins_es_::signer1:enableif(yn=y)}}			
Contact point for Billing Portal set-up and queries	{{*_cpbp_es_::signer1:enableif(yn=y)}}			

## 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	{{(a)*por_es_::signer1}}	PO's will be issued for each visit	{{(b)*por_es_::signer1}}
PO's will be issued annually	{{(c)*por_es_::signer1}}	PO's will be issued for the life of the contract	{{(d)*por_es_::signer1}}
Purchase order number: {{pon1_es_::signer1}}			

This document may contain personal or sensitive data relating to identifiable individuals. This information is sent to you strictly on the condition that you agree to (i) process it only for the purposes for which it is being supplied to you, (ii) store it only for as long as necessary, (iii) keep it secure and confidential and (iv) not share it with, or transfer it to, any third party other than on the instruction or written permission of LRQA, whilst at all times ensuring that you comply with applicable data protection laws and industry best practice and that you have appropriate data protection policies and procedures in place.

## YOUR FUTURE. OUR FOCUS.

For more information on LRQA visit [www.lrqa.com/entities](http://www.lrqa.com/entities)