



TERMS AND CONDITIONS OF CERTIFICATION AND USE OF LOGO AND CERTIFICATION MARKS (“Terms and Conditions”)

Use of Marks and Logos

- 1 **TSL CSI's** intellectual property rights, titles, and interests in all service mark(s), trademark(s), certification mark(s) other names or logos, copyright works, and inventions remain the property of **TSL CSI** and cannot be sold or licensed by the Client.
- 2 **TSL CSI** shall award a licence to the Client to use its certification mark(s) and logo(s) for the duration of the Contract signed between them when used in accordance with these
- 3 **TSL CSI** shall audit the use of logos and/or marks. **TSL CSI** reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates, and audit documentation at any time in the event of non-conformance with the Terms of Use or should the Contract be terminated, for whatever reason.
- 4 Intellectual property rights, titles, and interests in all service mark(s) trademark(s), other names or logos and copyright works belonging to organizations that formally approve **TSL CSI** to offer the Services of organizations working on their behalf (the “Accreditation Body(ies)”) shall remain the property of the respective organizations
- 5 Use of the service mark(s), trademark(s), other names or logos, and copyright works described in paragraph 4 are governed by Standards and rules which are available from the Accreditation Body or **TSL CSI**.
- 6 All claims and uses of the Accreditation Body's service mark(s), trademark(s), other names or logos, and copyright works must be in conformance with the requirements of the relevant Standards and rules.
- 7 The Client acknowledges the title of the Accreditation Body's intellectual property rights and that the Accreditation Body shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.
8. **TSL CSI** reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark, and intellectual property rights of the Accreditation Body.
9. In the event of the Contract being terminated (except in the case of material breach by **TSL CSI**) the **TSL CSI** Certificate issued pursuant hereto shall immediately become invalid and the Client shall cease to be entitled to use the same or any logo or mark of **TSL CSI** and its Accreditation Bodies and shall destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect. The Client shall confirm in writing that these obligations have been met and shall provide full cooperation to enable **TSL CSI** and its Accreditation Bodies to carry out any verification activities necessary.



Surveillance Audits

10. **TSL CSI** has the right to undertake unannounced or short-notice surveillance evaluations/assessments/audits.
11. **TSL CSI** and its Accreditation Bodies have the right to implement higher surveillance frequencies based on risk assessment of the Client's Certificate scope, System, and location.
12. Additional surveillance visits, as deemed necessary by **TSL CSI**, will be charged at **TSL CSI**'s rates current at the time of supply of such services.

Material Changes

13. The Client shall inform promptly **TSL CSI** of any significant changes to its product(s), services, resources, management, System, or any other circumstances, which may materially impact the continued validity of its certification, for example, but without limitation: change of site, additional sites, change of process, change of ownership, change of scope. In such circumstances, the Client shall agree to the payment of any applicable additional fees and expenses deemed necessary for **TSL CSI** to assess the impact and maintain confidence in the System.

Suspension or Withdrawal of Certification

14. **TSL CSI** shall be entitled to suspend or withdraw the Client's certification within fifteen (15) days written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when in the reasonable opinion of **TSL CSI**:
 - i. the Client's food safety system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management systems,
 - ii. the Client does not allow Surveillance or Recertification audits to be conducted at the required frequencies,
 - iii. the client has voluntarily requested suspension of its certification,
 - iv. the Client fails to take corrective actions for non-conformity(ies) raised within the specified timeframe,
 - v. the Client has been incorrectly making references to its certification status or misrepresenting/misleading in its use of the certificate, marks, logos, or audit reports.
 - vi. the Client breached the requirements of the certification contract
15. Where it considers it appropriate, **TSL CSI** may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as **TSL CSI** may reasonably specify before the suspension or withdrawal takes effect.
16. In the event of **TSL CSI**'s withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body or Scheme Owner, **TSL CSI** will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended *ipso facto* within six (6) months after the date of withdrawal.



17. On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with **TSL CSI** and the Accreditation Body, related scheme owners or to sell any products that have previously been labelled or marked (or authorized labelling and marking) using the trademarks and cease to make any claims that imply that they comply with the requirements for certification.
18. The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or another period as determined by **TSL CSI**) of the withdrawal or suspension taking effect and maintain records of that advice.
19. The Client shall, as requested by **TSL CSI**, either destroy all electronic and hardcopy Certificates.
20. Service Fees may be reviewed and amended from time to time, normally but not exclusively on an annual basis.

Lisa L P Grant
Executive Director