

Ace EHS Singapore Pte Ltd

Auditing Terms & Conditions

1. General

- 1.1. The ‘**Terms and Conditions**’ is applicable to all clients audited by **Ace EHS Singapore Pte Ltd**.
- 1.2. **Ace EHS Singapore Pte Ltd** is a private limited company, financed via paid-up shares. **Ace EHS Singapore Pte Ltd** is a Singapore Accreditation Council (SAC) approved Auditing Organisation. **Ace EHS Singapore Pte Ltd** offers auditing services within the accredited scope granted (“the Services”). The Services provides an independent audit of an applicant’s workplace safety and health management systems against a recognised and appropriate criteria/standard.

2. Request & Application for Auditing Services

- 2.1. Clients can request for the Services by sending an email to **Ace EHS Singapore Pte Ltd** to request for an Application Form, or contact us via telephone to speak with our sales/admin representative. Clients will complete the application form with detailed information of the scope of their operations and return it for review on their request for the Services.
- 2.2. If **Ace EHS Singapore Pte Ltd** accepts the request, **Ace EHS Singapore Pte Ltd** will prepare a proposal for clients’ acceptance. **Ace EHS Singapore Pte Ltd** reserves the right to decline any request for the Services, stating reason for non-acceptance.
- 2.3. Upon acceptance of the proposal, clients must endorse the confirmation section of the quotation and return it to **Ace EHS Singapore Pte Ltd**. The general terms and conditions, together with the proposal upon mutual acceptance by **Ace EHS Singapore Pte Ltd** and clients, serves as a legally binding contractual agreement between **Ace EHS Singapore Pte Ltd** and clients.

3. Ace EHS Singapore Pte Ltd Rights and Responsibilities

- 3.1. **Ace EHS Singapore Pte Ltd** shall be responsible for and shall retain authority for its decision relating to its auditing. **Ace EHS Singapore Pte Ltd** understands the importance of and is committed to impartiality in providing the Services. **Ace EHS Singapore Pte Ltd** shall not allow external pressures to compromise impartiality, and will not market or offer the Services as being linked with the activities of an organisation that provides management system consultancy. **Ace EHS Singapore Pte Ltd** will take action to correct inappropriate claims by any consultancy organisation stating or implying that audit would be simpler, easier, faster, or less expensive. **Ace EHS Singapore Pte Ltd** will not indicate that audit would be simpler, easier, faster or less expensive if any specified consultancy organisation is used.
- 3.2. **Ace EHS Singapore Pte Ltd’s** audit is based on review and audit of information, documents and samples provided by clients during the performance of the Services. **Ace EHS Singapore Pte Ltd** cannot be held liable for any inaccuracies, omissions or errors in the audit reports and/or any documents issued to clients in the performance of the Services.

- 3.3. Clients to be given all the relevant information on auditing processes and/or requirements and subsequent changes and course of actions.
- 3.4. **Ace EHS Singapore Pte Ltd** shall take appropriate actions with clients to deal with incorrect references to auditing status and/or misleading use of audit documents, marks, score and audit reports. Such actions include requests for correction and corrective actions and, if necessary, legal action.
- 3.5. The audit conducted by **Ace EHS Singapore Pte Ltd** does not exempt clients from their legal obligations required of the services or products. Client is solely and fully liable for any defects in their services and products and shall protect and indemnify **Ace EHS Singapore Pte Ltd** from any and all claims, costs, expenses, loss or damage and liability made by audited clients as a result of their failure to maintain their management system and /or of any negligent act. **Ace EHS Singapore Pte Ltd** shall not be liable for any cost, losses or charges incurred by the clients in the event that the performance of the Services and/or **Ace EHS Singapore Pte Ltd's** obligations under the agreement is hindered or is caused to be delayed by any default, act or negligence of the clients.
- 3.6 **Ace EHS Singapore Pte Ltd** shall inform its audited clients due notice of any changes to it requirements for auditing. **Ace EHS Singapore Pte Ltd** shall verify that each audited client complies with the new requirements.

4. Clients' Rights & Responsibilities

- 4.1. Clients shall comply with all auditing requirements.
- 4.2. Clients have the right to object to the inclusion of any auditor proposed by **Ace EHS Singapore Pte Ltd** for the performance of the Services, on the grounds of competency or possible conflicts of interest.
- 4.3. Clients shall, with reasonable diligence, co-operate with **Ace EHS Singapore Pte Ltd** in its provision of the Services by providing access to its premises, personnel, documentation required for the proper conduct of the Services. Clients shall obtain necessary consents to facilitate **Ace EHS Singapore Pte Ltd's** auditors' entry into its premises and to accommodate, where applicable, the presence of observers. Clients shall also ensure a safe and secure working condition on site during the performance of the Services. Clients shall inform **Ace EHS Singapore Pte Ltd** and its auditors of requirements to comply with any health, safety and security regulations applicable to its premises.
- 4.4 If the auditing organisation's audited client does not allow SAC to witness the audit, the client may not be provided with a SAC accredited report. SAC will also inform all its accredited auditing organisations of the client. If the client chooses to seek auditing services from another auditing organisation, SAC will inform the new auditing organisation that it wishes to witness the audit.
- 4.5. Clients shall pay the fees for the Services invoiced by **Ace EHS Singapore Pte Ltd** in full and promptly on the due date. **Ace EHS Singapore Pte Ltd** may impose an interest charge of 5%, compounded monthly on the sum of outstanding until the payment is made.

4.6. Clients shall inform **Ace EHS Singapore Pte Ltd** without delay, of matters that may affect the capability of their management system to continue fulfilling the required standard used for auditing. These changes include, but not limited to:

- Legal, commercial, financial, organisational status or ownership
- Organisation and management, e.g. Top Management, decision-making or project staff
- Contact address and sites
- Scope of operations
- Major changes to the management system and processes

4.7. Clients who are audited shall:

- Not use or permit the use of the AO's audit report or testimony or the AO's mark in communication media such as the Internet, brochures or advertising, or other documents.
- Not to make or allow any misleading statements pertaining to audits or any part of it in any misleading manner.
- Not to use or permit the use of an audit report or testimony or any part thereof in a misleading manner
- Not to use auditing activities in any manner that brings **Ace EHS Singapore Pte Ltd** and its auditing system into disrepute and loss of public trust.

4.8. Clients shall fully indemnify **Ace EHS Singapore Pte Ltd** against any costs, losses or charges sustained or incurred by the Clients arising from their judgement, decision and/or actions taken on the basis of the information given in the audit report provided by **Ace EHS Singapore Pte Ltd**.

5. Confidentiality

5.1. **Ace EHS Singapore Pte Ltd** to safeguard clients' information obtained or created during the performance of the Services.

5.2. **Ace EHS Singapore Pte Ltd** to inform Clients in advance, of confidential information required to be make available by law and/or governing regulations to third party, e.g. government agencies and accreditation bodies.

6. Professional Service Fees and Payment

6.1. The processional service fees payable for the Services are as follows:

- Documentation fee, if applicable
- Auditing fee.

6.2. The fees payable will be invoiced accordingly and must be paid as per invoices.

7. **Audit Process**

- 7.1. All audits to be conducted at clients' premises.
- 7.2. If client does not allow SAC to witness the audit, the client may not be provided with a SAC accredited report. SAC may inform all its accredited auditing organisations of the client on this matter.
- 7.3. Prior to the audit, the appointment of the auditor(s) will be made known to the clients. Clients have the right to object to the inclusion of any auditor proposed by **Ace EHS Singapore Pte Ltd** on the grounds of competency or possible grounds. Audit objectives shall be determined by **Ace EHS Singapore Pte Ltd**. The audit scope and criteria, including any changes, shall be established by **Ace EHS Singapore Pte Ltd** after discussion with the clients.
- 7.4. Clients to be given an audit plan prior to the audit and the dates of the audit shall be agreed upon in advance with the client.
- 7.5. The audit team to review with the client on any changes to the audit scope which becomes apparent as on-site auditing activities progress. **Ace EHS Singapore Pte Ltd** may amend the agreement with clients if it determines that adjustments to the audit are necessary, e.g. scope, sites, audit man-days and audit fee.
- 7.6. The auditor(s) will prepare an audit report detailing the findings of the audit to the clients' management after the audit.
- 7.7. Ownership of the audit report shall be maintained by **Ace EHS Singapore Pte Ltd**.

8. **Complaints**

- 8.1. Clients who may wish to make a complaint could submit in writing to the management of **Ace EHS Singapore Pte Ltd**, stating specific details of the nature of the complaint. The management of **Ace EHS Singapore Pte Ltd** will conduct internal investigations and conclusion with corrective actions where deemed necessary.
- 8.2. **Ace EHS Singapore Pte Ltd** shall determine, together with the audited client and the complainant, whether and, if so to what extent, the subject of the complaint and its resolution.

9. **Validity of Auditing Agreement**

- 9.1. These terms and conditions are valid for as long as the client remains an audited client with **Ace EHS Singapore Pte Ltd**.
- 9.2. **Ace EHS Singapore Pte Ltd** reserved the right to amend the Auditing Agreement when required so by SAC. Any discrepancies shall be resolved in good faith with the mutual agreement of the client.