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## **General Terms and Conditions for SocialCert GmbH, for the Certification of Organisations and Services in the European Social Sector**

### **§ 1 Validity**

1. The legal relations of SocialCert GmbH to its clients are determined according to the following agreement conditions.
2. Business conditions of the Client deviating from those herein only become part of the agreement if they are acknowledged explicitly in writing by SocialCert GmbH.

### **§ 2 Agreement**

1. To become effective, the acceptance of an agreement made orally, by telephone, or through arrangements made by employees, assurances, or subsidiary agreements always requires written confirmation by SocialCert GmbH.
2. Purpose of the agreement is the auditing activity, evaluation, examination, and written presentation pursuant to acquiring an official certificate according to DIN EN ISO 9001 : 2000 or on the basis of DIN EN ISO 45011.
3. The auditing topic and intended purpose shall be determined in writing with the order placement.

### **§ 3 Execution of the agreement**

1. The agreement shall be impartially executed according to valid principles by recognised and qualified SocialCert auditors to the best of their knowledge and belief.
2. A specific success, especially a specific result desired by the Client, can only be ensured by SocialCert GmbH within the scope of the objectives and the impartial application of the professional expertise of its auditors.
3. SocialCert offers no consulting on management systems, provides no assistance with regard to for instance the related internal audits, and recommends no consulting organisations.
4. The auditors commissioned by SocialCert GmbH conduct their auditing activities themselves. Insofar as deemed necessary or expedient, and the individual responsibility of the auditor remains preserved, SocialCert GmbH can make use of expert assistance in the preparation of the audits.  
Insofar as unanticipated, or extensive or costly investigations are required in relation to the purpose of the audit, the previous approval of the Client shall be established.



5. The audit report shall be sent to the audited location within an agreed time period of three months after the audit is conducted.
6. Written elaborations are provided to the Client in duplicate. Any additional copies are invoiced separately.
7. On its homepage [www.socialcert-gmbh.de](http://www.socialcert-gmbh.de), SocialCert publishes the name, address, certification field, certification form, status, and expiration date of the certificate of all certified customers. It is likewise noted whether a certificate has been suspended or withdrawn according to the certification rules.

#### **§ 4 Obligations of the Client**

1. The Client may not give the auditor any directives which can falsify the actual findings or the results of its auditors.
2. The Client must ensure that the auditors have all the necessary information and materials at their disposal to perform the agreement, and that all required arrangements for conducting the audit on-site have been made, including the provision of documentation to be inspected as well as access to all processes and areas, records and personnel for the purpose of the initial certification, surveillance, re-certification and complaint resolution.
3. Where applicable, the Client makes the arrangements to allow observers to participate (e.g. accreditation auditors or auditors in training).
4. The Client is obligated to continue to maintain its quality management system or offered range of services according to normative specifications or certification principles.
5. The Client is obligated to inform the certification body without delay of every change in the management system which is relevant to conformity (e.g. field of activity, core processes).
6. The Client is obligated to inform the auditing body without delay about any affairs which could adversely affect the capability of the management system to continue to satisfy the requirements of the standards employed for certification (e.g. change of legal form, organisation and management, personnel changes in the top management, contact addresses and locations etc.).
7. The Client is obligated to comply with the requirements of the auditing body regarding references to its certification status in all communication media, such as internet, brochures or promotional materials or other documents (see Mark Statutes)
8. Upon suspension or withdrawal of its certification according to the directives of the auditing body, the Client is obligated to terminate its use of all promotional materials which contain a reference to the certification status (see Certification Rules of SocialCert).



9. The Client is obligated to refrain from using its certification in a manner which brings the auditing body and/or the certification system into disrepute or to a loss of public confidence.
10. The Client is obligated to take measures to permit, where applicable, the accommodation of observers (e.g. accreditation auditors or auditors in training)
11. The Client agrees to the disclosure requirement according to Clause 3 Section 7.

### **§ 5 Confidentiality and pledge of professional secrecy**

1. The auditor as well as all parties participating in the certification process are subject to a strict pledge of professional secrecy. It is also accordingly contractually forbidden to reveal, forward, or exploit the audit itself, likewise perceptions, facts, or materials confided or otherwise made known to unauthorised persons within the scope of the auditing activity. The obligation to discretion and confidentiality in the handling of data applies beyond the duration of the agreement relationship.
2. Confidentiality and pledge of professional secrecy likewise applies to all persons in the SocialCert GmbH cooperative (SocialCert GmbH, advisory boards, employees, auditors in training, other agreement partners etc...).
3. Information regarding a certain customer or person may not be made public to third parties by any participating party without the written consent of the affected Client or person, unless required by the respective standards.

### **§ 6 Protection by copyright**

1. SocialCert GmbH retains the copyright of the certificate it has granted.
2. The Client may use the certificate received in the scope of the audit only for the purposes determined in the agreement.
3. A publication of the certificate is only permitted within the scope of the intended purpose.

### **§ 7 Fees**

1. SocialCert GmbH has a claim to receive a reimbursement for its services. The extent of the reimbursement is based on the written cost proposal and the written order confirmation.
2. Furthermore, attendant costs and expenditures actually incurred (on the basis of evidence) or to an agreed-upon extent (without evidence) can be demanded.
3. The value-added tax to the extent required by law is added to the reimbursement and the expenditures.



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### **§ 8 Payment – Delay in payment**

1. The agreed fee is due from the Client upon receipt of the audit report.
2. Payment orders and checks and bills of exchange can be accepted only by special agreement.
3. Noncompliance with the terms of payment or circumstances which put into question the credit standing of the Client lead to all claims of SocialCert GmbH being immediately due for payment. In such cases, after a reasonable grace period SocialCert GmbH is entitled to withdraw from the agreement or to demand compensation for damages due to failure to perform.
4. The Client can only assert counter-claims on SocialCert GmbH if the counter-claim of the Client is uncontested or there is a legally binding title. The Client can only assert a right of retention insofar as it is based on claims from the completed agreement.

### **§ 9 Exceeding the deadline**

1. The time period for delivering the audit (see Clause 3, Section 5) begins as soon as the agreement is concluded. If the auditor requires audit documents from the Client (see Clause 4, Section 2) to conduct the audit or if an advance payment was agreed upon, the time period for delivery is extended by the time period delay until receipt of the documents or the advance payment.
2. Upon exceeding the delivery date, the Client may only cancel the agreement or demand compensation for damages if SocialCert GmbH fails to meet its obligations or it becomes impossible to do so due to reasons for which the auditors are responsible.
3. SocialCert GmbH is only in default if it is responsible for the delivery delay of the audit. For obstacles to delivery through no fault of its own, such as for instance cases of force majeure, sickness, strikes, lockouts, etc. which are based on an event which through no fault of one's own lead to grievous interruptions, no formal delay in delivery occurs. The delivery deadline is then extended accordingly, and the Client can derive no damage compensation claims from this situation. If due to such obstacles to delivery of SocialCert GmbH the conduct of the audit is made completely impossible, then it is free of its contractual obligations. In this case as well, the Client is not entitled to a compensatory claim.
4. Apart from delivery delay compensation, the Client can only demand damage compensation if intention or gross negligence is proven against SocialCert GmbH.



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## § 10 Termination

1. The Client and SocialCert GmbH can terminate the agreement at any time for compelling reasons. The termination shall be declared in writing.
2. Compelling reasons that entitle the Client to terminate the agreement include the retraction of the accreditation of SocialCert GmbH by the responsible accreditation authority or a violation against the obligation to conduct an objective, independent, and impartial audit.
3. Compelling reasons which entitle SocialCert GmbH to terminate are, among others, if the Client refuses its necessary participation; if the Client attempts to exercise impermissible influence on the auditor which could falsify the findings of the auditors (see Clause 4, Section 1); if the Client goes into debtor default; if the Client undergoes financial collapse.
4. A termination of the agreement is precluded for all remaining eventualities.
5. If the agreement is terminated for a compelling reason for which SocialCert GmbH is responsible, then a reimbursement for the partial performance up to the time of termination is only required inasmuch as the Client can objectively make use of this performance.
6. In all other cases, SocialCert GmbH retains its claim to the fee that was contractually agreed, however with the deduction of saved expenditures. To the extent that the Client in the individual case cannot prove a greater share of saved expenditures, 40% of the fee for the services conducted by SocialCert GmbH is agreed upon.

## § 11 Guarantee

1. As guarantee, the Client can only demand SocialCert to sufficiently edit the defective audit without charge.
2. All complaints, objections, disputes and deficiencies must be notified in writing to SocialCert GmbH without delay upon determination, otherwise the guarantee claim becomes void.

## § 12 Liability

1. SocialCert GmbH is liable for damages within the scope of the general statutory provisions. All damage compensation claims exceeding this scope are only covered by purchased liability insurance.
2. The rights of the Client from the guarantee according to Clause 11 remain hereby unaffected. Claims due to delivery delays are conclusively determined in Clause 9.



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**§ 13 Place of performance and legal venue**

1. Place of performance is the permanent office of SocialCert GmbH.
2. If the Client is a businessman, corporate body, or a legally public separate property, then the headquarters of SocialCert GmbH is the exclusive legal venue.

**§ 14 Severability clause**

1. If individual terms of the agreement are or become ineffective and/or void, either as a whole or in part, this fact shall have no effect on the validity of the remaining provisions.
2. The partners to the agreement shall endeavour to replace the voided provision by an effective and synonymous provision which comes nearest in meaning to the economic purpose of the agreement.