



Audit General Terms & Conditions

1. General

- 1.1. The 'Terms and Conditions' is applicable to all clients audited by **ACTS System Methodologies Pte Ltd**.
- 1.2. **ACTS System Methodologies Pte Ltd** is a private limited company, financed via paid-up shares. **ACTS System Methodologies Pte Ltd** is a SAC accredited Auditing Organisation providing Workplace Safety and Health (WSH) auditing services acceptable to the Occupational Safety and Health Division (OSHD). **ACTS System Methodologies Pte Ltd** offers Safety & Health Management System and Risk Management auditing services ("the Services"). The Services provide an independent audit of an applicant's workplace safety and health management system 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 **ACTS System Methodologies Pte Ltd** to request for an Audit Application Form, or contact us via telephone to speak with our sales 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 **ACTS System Methodologies Pte Ltd** accepts the request, **ACTS System Methodologies Pte Ltd** will prepare a quotation for clients' acceptance. **ACTS System Methodologies Pte Ltd** reserves the right to decline any request for the Services, stating reason for non-acceptance.
- 2.3. Upon acceptance of the quotation, clients must endorse the confirmation section of the quotation and return it to **ACTS System Methodologies Pte Ltd**. The Audit General Terms & Conditions, together with the Quotation upon mutual acceptance by **ACTS System Methodologies Pte Ltd** and clients, serves as a legally binding contractual agreement between **ACTS System Methodologies Pte Ltd** and clients.

3. Rights and Responsibilities

- 3.1. **ACTS System Methodologies Pte Ltd** shall be responsible for and shall retain authority for its decision relating to its auditing. **ACTS System Methodologies Pte Ltd** understands the importance of and is committed to impartiality in providing the Services. **ACTS System Methodologies 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. **ACTS System Methodologies 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. **ACTS System Methodologies Pte Ltd** will not indicate that audit would be simpler, easier, faster or less expensive if any specified consultancy organisation is used.



- 3.2 **ACTS System Methodologies Pte Ltd's** audit is based on review and audit of information, documents and samples provided by clients during the performance of the Services. **ACTS System Methodologies 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. **ACTS System Methodologies 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 **ACTS System Methodologies 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 **ACTS System Methodologies 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. **ACTS System Methodologies 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 **ACTS System Methodologies 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. **ACTS System Methodologies Pte Ltd** shall give its audited clients due notice of any changes to its requirements for auditing. **ACTS System Methodologies 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 **ACTS System Methodologies 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 **ACTS System Methodologies 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 **ACTS System Methodologies 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 **ACTS System Methodologies Pte Ltd** and its auditors of requirements to comply with any health, safety and security regulations applicable to its premises.
- 4.4. Clients shall pay the fees for the Services invoiced by **ACTS System Methodologies Pte Ltd** in full and promptly on the due date. **ACTS System Methodologies Pte Ltd** may impose an interest charge of 10%, compounded monthly on the sum of outstanding until the payment is made.



- 4.5. Clients shall inform **ACTS System Methodologies 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
- 4.6. Clients who are audited shall:
- Not use or permit the use of the **ACTS System Methodologies Pte Ltd's** audit report or testimony or the **ACTS System Methodologies Pte Ltd's** mark in communication media such as the Internet, brochures or advertising, or other documents.
 - Not make or allow any misleading statements pertaining to audits and do not use or allow the use of audit documents or any part of it in any misleading manner.
 - Not use or permit the use of an audit report or testimony or any part thereof in a misleading manner
 - Not use auditing activities in any manner that brings **ACTS System Methodologies Pte Ltd** and its auditing system into disrepute and loss of public trust.
- 4.7. Clients shall fully indemnify **ACTS System Methodologies 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 **ACTS System Methodologies Pte Ltd**.

5. Confidentiality

- 5.1. **ACTS System Methodologies Pte Ltd** to safeguard clients' information obtained or created during the performance of the Services.
- 5.2. **ACTS System Methodologies 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 auditing 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. 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 **ACTS System Methodologies Pte Ltd** on the grounds of competency or possible grounds. Audit objectives shall be determined by **ACTS System Methodologies Pte Ltd**. The audit scope and criteria, including any changes, shall be established by **ACTS System Methodologies Pte Ltd** after discussion with the clients.
- 7.3. 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.
- 7.4. The audit team to review with the client on any changes to the audit scope which becomes apparent as on-site auditing activities progress. **ACTS System Methodologies 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.
- 7.5. The auditor(s) will prepare an audit report detailing the findings of the audit to the clients' management after the audit.
- 7.6. Ownership of the audit report shall be maintained by **ACTS System Methodologies Pte Ltd**.

8. Complaint

- 8.1. Clients who may wish to make a complaint could submit in writing to the management of **ACTS System Methodologies Pte Ltd**, stating specific details of the nature of the complaint. The management of **ACTS System Methodologies Pte Ltd** will conduct internal investigations and conclusion with corrective actions where deem necessary.
- 8.2. **ACTS System Methodologies 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 **ACTS System Methodologies Pte Ltd**.
- 9.2. **ACTS System Methodologies Pte Ltd** reserved the right to amend the Audit General Terms & Conditions when required and with the mutual agreement of the client.