

FURNITURE INDUSTRY SUSTAINABILITY PROGRAMME (FISP)



Membership Terms and Conditions

These Terms & Conditions apply to the FISP Membership & Certification Scheme (“the Scheme”). They are binding on all Members and prospective Members of the Scheme.

The FISP Membership & Certification Scheme is administered by FIRA International Limited on behalf of the FISP Steering Group. **Where FIRA International provide services to any FISP Member, whether under the Scheme or otherwise, such services will be undertaken in accordance with FIRA International’s Standard Terms and Conditions**, a copy of which are available on request and at [FIRA International Limited Standard Terms and Conditions](https://www.element.com/terms/terms-and-conditions), or through <https://www.element.com/terms/terms-and-conditions>. Continuing certification under the Scheme is dependent on compliance with FIRA International’s Standard Terms and Conditions.

INTRODUCTION

The Furniture Industry Sustainability Programme (“FISP”) is a third-party certification standard administered by FIRA International Limited on behalf of the FISP Steering Group. The Steering Group comprises representatives from major trade federations and larger manufacturers. FISP is an independently certified sustainability programme tailored to the needs of the furniture industry. FISP promotes best practice to drive social, economic, and environmental change, through continuous improvement of Members’ business operations.

A prerequisite of FISP membership is a commitment by individual Members to an audit schedule as detailed in paragraph 5 of these Terms. It is each Member’s responsibility to ensure that all requested documentation, evidence and access to facilities is made available to the auditor in good time. Failure to submit the required evidence within the requested timescale may lead to delays and additional charges.

The FISP Standard confirms that a Member organisation, its products and/or services conform to the principles of sustainable development. The key objectives and benefits of the FISP Standard are:

- a) To assist Members to gain market recognition and acceptance with regard to the sustainability of their products and/or services.
- b) To provide specifiers, regulators, inspectors, retailers and other relevant entities with appropriate information and assurance for them to identify suitable products that confirm to the principles of sustainable development.
- c) To enable Members to differentiate their products and/or services from others in the marketplace by reference to sustainability.
- d) To improve the sustainability, quality, performance and/or marketability of products.
- e) To add value to Members’ products and/or services by reference to sustainability.
- f) To provide evidence of conformity with product standards.

1. DEFINITIONS & ABBREVIATIONS

The following definitions and abbreviations are used throughout the document. Other definitions are as given in the FISP Standard.

- Audit:** A visit by an FISP Approved Auditor, to determine appropriate compliance to the FISP Standard.
- Member:** A company holding membership of the FISP Scheme.
- EMS:** Environment Management System (for example in accordance with BS EN ISO 14001).
- Scheme:** The FISP Membership & Certification Scheme
- Scope:** The certification scope identifying the particular products, product specifications and/or services covered by the FISP Membership Certificate

2. SCOPE

The Scheme is applicable to manufactured products, processes, and services. The product groups and specifications, processes and services which are currently within the scope of the Scheme are listed in the FISP Scheme Guide Handbook.

3. CERTIFICATION IN ACCORDANCE WITH THE FISP STANDARD

The terms of the Certification Annex (annexed to these Terms & Conditions) shall apply to any certification services provided or any certification issued by FIRA International on behalf of the FISP Steering Group in connection with the FISP Membership & Certification Scheme.

4. ASSESSMENT PROCESS AND PROCEDURES

Supporting Documentation for the FISP Standard

A Member must provide the control documentation detailed in the FISP Scheme Guide Handbook for assessment prior to certification. In addition, an FISP Approved Auditor may request the following documents for review and assessment under the requirements of the Scheme:

- a) FIRA Gold certificate and scope(s)
- b) Instructions for delivery and storage
- c) Guidance for Installation and handling
- d) Product specification/range documentation to allow identification
- e) Maintenance and repair

5. AUDITS

Initial Audit

Prior to being granted membership & certification under the Scheme, an FISP Approved Auditor must carry out and complete an initial audit. Provided that initial audit is satisfactory, the membership application may then be progressed.

Annual Audit

In order to retain membership & certification under the Scheme, Member companies who are not certified to ISO 14001 or EMS must pass an annual audit, to be conducted by a FISP Approved Auditor.

Biennial Audit

Members who are certified ISO 14001 or EMS must pass an audit every other year, to be conducted by an FISP Approved Auditor.

6. SUBSCRIPTIONS

Membership subscriptions are payable annually based on Member banding.

Travel & subsistence expenses incurred during any Audit are chargeable at cost.

7. IDENTIFICATION AND USE OF FISP MARKS

Members must operate a traceability system identifying products that are subject to the FISP Standard during production. Correct identification of approved products is essential in order that purchasers, controlling authorities and other relevant entities clearly understand the status of products presented to them.

On behalf of the FISP Steering Group, FIRA International will actively monitor the use of Marks by Members and will act where it is found that Marks or certification are being used in a misleading or inappropriate manner.

8. COMPLAINTS

Any third-party complaints against Members will be considered and resolved in accordance with FIRA International's complaints procedure, which is designed to ensure that all issues are dealt with fairly and consistently.

FIRA International's decision on the outcome of any complaint shall be final and binding on the Member. Where complaints are upheld, FIRA International will impose suitable corrective actions. Failure by the Member to implement the corrective actions may result in suspension or withdrawal of certification.



9. AMENDMENTS TO THE SCHEME

The Scheme may be updated from time to time. Requirements of the Scheme may be amended in line with product certification guidelines, and on direction from the FISP Steering Group.

FIRA International in its absolute discretion retains the final decision on whether a modification to Scheme requirements is acceptable.

10. WITHDRAWAL & SUSPENSION OF CERTIFICATION

Failure to comply with the requirements of the Scheme and the Certification Annex may result in the suspension or withdrawal of certification.

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CERTIFICATION ANNEX

The terms of this Annex shall apply to any certification services provided or any certification issued by FIRA International on behalf of the FISP Steering Group in connection with the FISP Membership & Certification Scheme.

The following terms shall have the following meanings in this Annex:

"Certifier" means FIRA International Limited, or any replacement certifier, on behalf of the FISP Steering Group.

"Member" means a member or prospective member of the Scheme

"Scheme" means the FISP Membership & Certification Scheme.

"Standard" means a document which contains details of specified requirements and methodologies for testing and/or inspection and/or certification against which the System, product, installation or person is assessed;

"System" means the organisational structure, responsibilities, activities, resources and events that together provide organised procedures and methods of implementation to ensure the capability of the Member to meet a particular Standard.

1. EXECUTION OF SERVICES

- 1.1 The Certifier shall not be obliged to enter into or maintain any commercial or other relationship with any entity or issue or maintain a certificate previously issued to any entity whose activities conflict with the obligations of the Certifier as specified in its accreditation contract with any accreditation body, or which, in the sole opinion of the Certifier, reflect badly on the good name of the Certifier.
- 1.2 The Services shall be carried out in accordance with procedures designed to ensure that any initial assessment, surveillance or re-certification audit is in compliance with the requirements of the Standard. The Certifier reserves the right at its sole discretion to modify, amend or in any way alter the conduct and procedure of any activity, including any audit visit, if the Certifier deems this necessary in order to satisfy the requirements of the Standard, which may change from time to time.

2. PRICE AND PAYMENT

- 2.1 The Consideration is quoted (and amended from time to time) for the Services agreed to be supplied pursuant to the Contract on the assumption that the information supplied by the Member is accurate and complete.
- 2.2 The Consideration includes the cost of audit services and the use of the FISP logo and, where agreed, the accreditation body logo.
- 2.3 Expenses and disbursements may be charged separately in accordance with the quoted terms.
- 2.4 Any service required or supplied additional to the Services will be charged at the Certifier's rates current at the time of supply of such services.
- 2.5 The Consideration may be reviewed and amended from time to time, normally but not exclusively on an annual basis.

- 2.6 Payment is due as per the stated terms on the invoice. Payment shall be made in full, without set off or deduction.
- 2.7 In the event that any payment is not made when due, the Certifier reserves the right to charge interest (at the statutory rate on commercial debts then applicable) from the due date until payment in full, and/or suspend the provision of all Services and/or terminate the Contract (including suspension or withdrawal of the Certificate), without prejudice to the Certifier's other rights and remedies.
- 2.8 All fees and expenses quoted are exclusive of all taxes including but not limited to value added or sales tax, which will be charged at the current rate of the country in which the services are supplied.
- 2.9 If the Member postpones all or part of the Services with less than thirty (30) working days' notice from the start date that was mutually agreed following acceptance by the Member of the Quotation, the Certifier reserves the right to either:
 - 2.9.1 charge a fee amounting to the greater of: (i) 25% of the Consideration; or (ii) the applicable day rate for a relevant employee; or
 - 2.9.2 where the costs and resources cannot be defrayed, charge all or part of the Consideration as appropriate.
- 2.10 Should the Member wish to cancel the Services, and without prejudice to the Certifier's other rights and remedies hereby reserved, the Certifier shall charge and be entitled to recover either:
 - 2.10.1 a fee amounting to 50% of the Consideration in question; or
 - 2.10.2 where the costs and resources cannot be defrayed, all or part of the Consideration as appropriate plus the cost of any work performed up to the receipt by the Certifier of the notice of the cancellation, calculated in accordance with the applicable day rate for a relevant employee.
3. **OBLIGATIONS OF THE MEMBER**
 - 3.1 Where the Certifier is to provide certification Services to the Member, the Member shall:
 - 3.1.1 always comply and conform with and fulfil the provisions and requirements of the applicable Standard, including implementing appropriate changes when they are communicated by the Certifier and within the minimum period specified by the Certifier;
 - 3.1.2 ensure that if a certification applies to ongoing production, the certified product continues to fulfil the requirements of the Standard;
 - 3.1.3 make claims regarding certification consistent with the scope of the certification;
 - 3.1.4 comply with the requirements of the Certifier or as specified by the Standard in making reference to its certification in communication media such as documents, brochures or advertising, the internet or other documents.

- 3.1.5 comply with any requirements that may be prescribed by the Standard relating to the use of marks of conformity, and on information related to the certified product;
- 3.1.6 not use its certification in such a manner as to bring the Certifier into disrepute and not make any statement regarding its certification that the Certifier may consider misleading or unauthorized, nor use or permit to be used the certificate in a misleading manner;
- 3.1.7 keep a record of all complaints made known to it relating to compliance with certification and make these records available to the Certifier when requested, and take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with certification, and document the actions taken;
- 3.1.8 not imply that the certificate applies to activities and sites that are outside the scope of certification, nor allow reference to its certification to be used in such a way as to imply that the Certifier certifies a product (including service) or process which has not been certified;
- 3.1.9 not use its certification in such a manner that would bring the certification system into disrepute and lose public trust;;
- 3.1.10 only provide copies of certification documents to others if such documents have been reproduced in their entirety, or as specified in the applicable Standard;
- 3.1.11 comply with all agreements and arrangements between the Member and the applicable Standard setting body (if applicable) and all applicable Standard setting body requirements;
- 3.1.12 inform the Certifier, without delay, of matters that may affect the Member's capability to comply with the applicable Standard or the capability of the System to continue to fulfil the requirements of the applicable Standard. These include, for example but without limitation, changes relating to:
- 3.1.12.1 the legal, commercial, organizational status or ownership of the Member;
- 3.1.12.2 organization and management (e.g. key managerial, decision-making or technical staff);
- 3.1.12.3 contact address and sites;
- 3.1.12.4 scope of operations under the System; or
- 3.1.12.5 major changes to the System and processes
- and the Member agrees to pay any applicable additional fees and expenses deemed necessary for the Certifier to assess the impact and maintain confidence in the System;
- 3.1.13 ensure that its System complies with the current versions of the Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of the standard setting bodies, or from the Certifier or from the Standards issuing authority;
- 3.1.14 comply with any conditions set by the Certifier for the issue of a Report and recognise that the Certifier has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate;
- 3.1.15 acknowledge that initial certification will only be granted once all non-compliances have been actioned in accordance with the applicable Standard;
- 3.1.16 acknowledge that on-going certification is reliant on continued compliance with the Standards, rules and regulations of the relevant Standard setting body, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of the Certifier in the specified time periods;
- 3.1.17 declare to the Certifier any activity which may create a conflict of interest in relation to its certified System; and
- 3.1.18 inform the Certifier without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.
- 3.2 The Member represents and warrants to the Certifier that, in the event of the issuance of a certificate, to inform the Certifier in writing immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification.
- 3.3 The Member agrees to indemnify, keep indemnified and hold harmless the Certifier from and against all Losses which the Certifier may suffer or incur arising out of or as a result of:
- 3.3.1 any defects in the Member's products, services or System; and
- 3.3.2 the use or misuse by the Member of any certificate, licence, logo, service mark or trade mark provided by the Certifier in accordance with these Conditions.
- Notwithstanding any other provision of these Conditions, the Member's liability under this indemnity shall be unlimited.
- 3.4 The Member acknowledges the authority of the accreditation body and agrees to assist the Certifier and accede to any reasonable request made by the accreditation body in relation to the certification e.g. witness audits.
- 3.5 Where the Member's product is the subject of its certification, the Member shall inform the Certifier in writing of any product recall under the scope of the certificate within three (3) working days.
- 4. SUSPENSION OR WITHDRAWAL OF CERTIFICATION**
- 4.1 The Certifier shall be entitled to suspend or withdraw part or all of a certification on seven (7) days' written

notice (or within such timescales as the Certifier may reasonably specify, including with immediate effect in the case of urgent need) when, in the reasonable opinion of the Certifier:

- 4.1.1 the Member's acts, omissions or conduct bring or may bring the Certifier, the accreditation body, the Standard setting body, or a Standard into disrepute;
 - 4.1.2 the Member represents, promotes or advertises any products or Systems which are outside the scope of its certificate as certified by the Certifier;
 - 4.1.3 the Member makes fraudulent misrepresentation or provides the Certifier with any inaccurate or misleading information, which is not corrected within three (3) working days or immediately on being notified by the Certifier;
 - 4.1.4 the Member is in breach of or is not subject to the requisite ancillary licence agreements, including any attributable to the accreditation body;
 - 4.1.5 the Member fails to maintain or demonstrate an effective System such that the confidence in the certificate is adversely affected; or
 - 4.1.6 the Member has persistently or seriously failed to meet certification requirements for a particular part or parts of a relevant Standard.
- 4.2 Where permitted by the relevant Standard, the Certifier will afford the Member a reasonable opportunity to take corrective action before the suspension or withdrawal takes effect. In the event of suspension or withdrawal of all or part of a certificate, the Certifier reserves the right to make public the fact that such action has been taken.
 - 4.3 In the event the Certifier is unable to supply certification or is no longer able to continue to supply certification accredited by the relevant accreditation body or otherwise withdraws from supplying certification, the Certifier will notify the Member within thirty (30) days and the certificates will be suspended ipso facto within six (6) months after the date of withdrawal.
 - 4.4 In the event that the Certifier suspends or withdraws a certificate, the Member (including the Member's group companies) shall:
 - 4.4.1 immediately refrain from any claims or representations (oral or written, express or implied) that products comply with the requirements of the certificate, the Certifier or the Standard setting body;
 - 4.4.2 immediately refrain from further promotion of the certificate or use of any references to the certificate, including discontinuing use of all advertising matter that contains a reference to certification;
 - 4.4.3 immediately at its own expense remove all service mark(s), trade mark(s), certification mark(s) and other names and logos belonging to the Certifier, the accreditation body and the Standard setting body from its products, information, website, documents, advertising or marketing or any other materials;
 - 4.4.4 immediately cease to sell any products bearing any service mark(s), trademark(s), certification mark(s) and other names and logos belonging to the Certifier, the accreditation body and the Standard setting body;
 - 4.4.5 immediately cease and desist from using all service mark(s), trademark(s), certification mark(s) and other names and logos belonging to the Certifier, the accreditation body and the Standard setting body;
 - 4.4.6 amend all advertising matter if part of a certificate has been suspended or withdrawn;
 - 4.4.7 make the suspended status of the certification publicly accessible;
 - 4.4.8 notify the Standard setting body; and
 - 4.4.9 take any other measure required by the Certifier or prescribed by a Standard.
 - 4.5 Where a Member's certification has been suspended or withdrawn, and where a product has been supplied with a claim that it complies with a Standard(s) by the Member to a customer/purchaser, the Member shall:
 - 4.5.1 immediately identify all relevant customers/purchasers who are in receipt of, or have ordered, such product, and notify each of such customers/purchasers of the suspension or withdrawal (as the case may be) in writing within three (3) working days (or within such timescales as a Standard may specify) of the suspension or withdrawal, and maintain records of such notification; and
 - 4.5.2 provide such co-operation and information as may be required by the Certifier or the accreditation body to enable the Certifier or the accreditation body to verify and confirm that the Member is in compliance with all its obligations to the Certifier and the accreditation body.
 - 4.6 In the event that the Certifier withdraws a certificate, the Member (including the Member's group companies) shall promptly return the original and all copies of the certificate to the Certifier or destroy the original and commit to destroy any electronic copies and hardcopies in its possession or control.
- ## 5. CONFIDENTIALITY
- 5.1 The obligations of the parties under this paragraph 5 of this Annex shall apply in addition to any other confidentiality terms agreed between the parties.
 - 5.2 The Member agrees that information relating to its certification and scope of certification can be made publicly available by the Certifier and the Standard setting body.
 - 5.3 The Certifier shall inform the Member, in advance, of any other information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the Member, shall be considered confidential.
 - 5.4 Where prescribed by a Standard setting body:
 - 5.4.1 the Member shall be required to promptly provide to the Certifier and the Standard setting body

and their respective authorised agents all such information, documentation books and records deemed necessary by the Certifier or Standard setting body; and

- 5.4.2 the Member agrees that the Certifier and/or the Standard setting body shall have the right to use and process any information relating to the Member or otherwise provided by or through the Member including but not limited to any supply base report; the Certifier public summary reports; data required by the Standard setting body for calculations and regulatory reporting; any data required by the Standard setting body to be supplied to the Member's purchaser/customer with each batch of biomass supplied or sold.

6. TERMINATION

- 6.1 Either party may terminate the Contract by giving three months' written notice to the other and the Contract shall terminate upon expiry of said three-month period.
- 6.2 In the event of the Contract being terminated (except in the case of material breach by the Certifier) the Certificate issued pursuant hereto shall immediately become invalid and the Member shall cease to be entitled to use the same or any logo or mark of the Certifier 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 Member shall confirm in writing that these obligations have been met and shall provide full co-operation to enable the Certifier and its accreditation bodies to carry out any verification activities necessary.

7. AUDIT CONDUCT

- 7.1 The Certifier will appoint competent qualified auditors to conduct audits and assessments of the Member's compliance with the relevant Standard(s).
- 7.2 The Member will ensure that reasonable cooperation and assistance is provided to the Certifier to allow audit and assessment services to be delivered at a frequency determined by the Certifier in order for the Certifier to maintain confidence in the Member's on-going compliance with the relevant Standard(s).
- 7.3 The Certifier will issue audit and non-conformance reports, if appropriate, after each audit activity. The Member shall allow the accreditation body, or its representative, access to any part of the audit or surveillance process. This will include the right of access to confidential information. The Member will not have the right within this Contract to refuse such a request either by the accreditation body, its representative, or the Certifier.
- 7.4 The Certifier reserves the right to conduct an unannounced audit at short notice if required by the applicable Standard setting body or as part of the certification scheme requirements to investigate complaints, or in response to changes, or as follow up on a suspended Member. In such cases:
- 7.4.1 the Certifier shall describe and make known in advance to the Member the conditions under

which these short notice visits are to be conducted, and

- 7.4.2 the Certifier shall exercise additional care in the assignment of the audit team because of the lack of opportunity for the Member to object to audit team members.
- 7.5 Where prescribed by a relevant Standard, the Member shall make all necessary arrangements for:
- 7.5.1 the conduct of the evaluation and surveillance (if required, and as determined by the Certifier), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the Member's subcontractors;
- 7.5.2 investigation of complaints; and
- 7.5.3 the participation of observers, if applicable, including the accreditation body, or its representative, for the purposes of witnessing the Certifier's audit team performing the audit of the System to determine conformity with the requirements of the Standard;
- 7.6 Where prescribed by a Standard, the Member agrees that:
- 7.6.1 a copy of the audit report and any subsequent certificate or audit result shall be supplied to the Standard setting body and the accreditation body in the agreed format for the particular Standard used;
- 7.6.2 all documents in relation to the audit shall be made available to the accreditation body/Standard setting body upon request. All documents submitted to the Standard setting body shall be copies of original documents. Documents provided to the Standard setting body will be treated as confidential;
- 7.6.3 the auditor may be accompanied by other personnel for training, assessment or calibration purposes and this activity may include:
- 7.6.3.1 training of new auditors by the Certifier;