

Foreword

This document outlines the ACIAS Pty Ltd Terms, Conditions and Obligations that permits the granting of a Certificate for an electrical product including the ongoing obligations of the Certificate Holder that must be satisfied to maintain the validity and currency of the Certificate.

The AICAS Electrical Equipment Safety Certification Scheme is established on a Type 1 Test Scheme where a representative sample of a product is provided for testing and certification. It does not include any continued product quality control or surveillance activities.

Continuing conformance of electrical equipment and products with the standard and regulatory requirements is the obligation of the Certificate Holder and the responsible supplier or importer of the product into Australia/New Zealand.

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1. List of Acronyms and definitions

AICAS or AIC Approval Services:

Australia International Certification & Approvals Service Pty Ltd

Applicant:

The company applying to be the Certificate Holder.

Certificate holder:

The company or business that retains an AICAS Certificate and must be a registered company or business entity that under law is responsible for the products that are certified.

Certificate:

A Certificate of Conformity issued for Level 3 or Certificate of Suitability issued for Level 1 or 2 In-scope electrical equipment according to RECS & AS/NZS 4417.2,

Certificate of Approval issued for a Declared Article under the scope of REAS, or
A Certificate of Suitability for not In-scope electrical equipment or other non-declared articles.

Scheme:

The “Electrical Equipment Safety Certification Scheme”.

Guide:

The applicable application Guide (AICAS-0301, AICAS-0303, AICAS-0305).

OAS

AICAS’s Online Application System

TCO:

AICAS’s Terms, Conditions and Obligations

2. Terms, Conditions and Obligations

Important:

The Application Forms, AICAS-OM0300, AICAS-OM0302, AICAS-OM0304 & the **OAS**, the **Guides** AICAS-OM0301, AICAS-OM0303 & AICAS-OM0305 and the Fee Schedule (AICAS-OM0503) together form part of the **AICAS** Terms, Conditions and Obligations.

Continued conformance of the product with the standard/s and legislation is the obligation of the **Certificate Holder** and the responsible supplier or importer of the product into Australia/New Zealand.

The Terms, Conditions and Obligations must be always adhered to as any departure from the **TCO** at any time during the life of the **Certificate** will make the **Certificate** null and void.

If any changes or modifications to the **Certificate Holders** details, the product and/or the manufacturer, this must be notified to and assessed by **AICAS** prior to the product being available for sale at any level or any location whether physical or electronically.

All information as required by the Application form, this **TCO** and the applicable **Guide** must be provided. The Application Form must be completed in full and notarised as required. Note: The applicable Declaration/s to be completed by the **Applicant** or consultant depending on who submits the Application.

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The application is to be accompanied with adequate evidence of compliance and all relevant documentation and information as detailed in the **Guides**.

Completing an Application Form will include sufficient evidence of compliance and will be at minimum of the following:

1. Endorsed Test Report/s to the applicable Standards for the product. To include any Australian variations of the applied standard/s.
2. Detailed colour photographs (these may be in the test report)
3. Instruction manuals
4. Circuit diagrams
5. Sample when required
6. Certification fee
7. Signed Declarations by the **Applicant/Certificate Holder** if a consultant is the submitter or as required for the **OAS**.

See the relevant **Guide** for more details on Evidence of Compliance required and other important information

3. Basis for Claiming Compliance

The very heart of the required evidence of compliance is that the **Applicant** must demonstrate compliance with the relevant standards and legislative requirements before a **Certificate** can be issued.

Also, consideration is to be given regarding if the product is electrically safe meaning that it is judged that the product will not create an unsafe situation for the user, installer, repairer and the installation. The product may also require additional evidence showing that it meets the essential safety criteria of AS/NZS 3820. See **AICAS** website or www.saiglobal.com for information on relevant standards.

The use and application of Standards for certification is applied in the following order:

1. Australian and New Zealand Standards (AS/NZS)
2. International Electro Technical Commission Standards (IEC)
3. European Norm (EN) standards or Harmonised Documents (HD) based on IEC Standards
4. National Standards that show equivalence to IEC Standards
5. The safety criteria of AS/NZS 3820

Where existing standards have amendments published, products shall comply with the published amendment when the **Certificate** is renewed. However, a new product that has yet to be manufactured or a technically modified product shall comply with the amended standard.

See the relevant **Guide** for more details on Evidence of Compliance required and other important information.

4. Application for Certification

An Application must be completed, submitted and accompanied with adequate evidence of compliance for a New, Co-licence, Modification, Transfer, Change of Certificate Holders details, Renewal or Extension. Note: a Co-licence has the same application process as a New Application for a **Certificate**.

Applications may be submitted via the **AICAS's** Online Application System or complete and email the relevant Application Form to **AICAS**.

Important: All reports that involve testing of the product must be endorsed and marked with the test laboratory's accreditation logo.

5. Modifications

5.1. Technical Modifications

Every technical change made to a certified product, be it the main model or an additional model, is required to be assessed appropriately to demonstrate compliance with the applicable standards and to be electrically safe.

It then must be submitted to **AICAS** for review and to be added as a modification to the **Certificate**.

A Modification Application is required to be submitted via the **OAS** or by completing the form AICAS-0300 and providing the relevant supporting documentation.

Note: this may be done in conjunction with another Application type.

Where the modifications will place it under a new product type, an application for a New **Certificate** must be made.

Refer to the relevant **Guide** for further information.

5.2. Administrative Modification

The Application type applies when a non-technical modification happens to the product. This type of change may include an additional model with number change only, additional trade name/s with associated new model numbers being the same as current models or other change where testing is not required.

An evaluation of these modifications is still required to ensure that compliance with the relevant Standard and electrical safety has not been compromised.

A Modification Application is required to be submitted via the **OAS** or by completing the form AICAS-0301 and providing the relevant supporting documentation.

6. Change of Details

Change of Details for a Certificate Holder: This is when there are any changes to the registered **Certificate Holder** details such as their business name, business or company number, address or contact details.

The **Certificate Holder** must submit a Change of Details Application within 30 days of any change.

The Change of Details Application to be submitted via the **OAS** or by completing the Form AICAS-OM0302 and provide the relevant supporting documents.

Refer to the relevant **Guide** for further information.

If the changes are accepted, a new main **Certificate** is re-issued, however, there will be no change to the expiry date.

7. Transfer

A **Certificate** may be transferred to another business entity. This is conditional on both parties agreeing and written authorisation from the existing **Certificate Holder**, appointed liquidator or other authorised person, must be provided.

Refer to the relevant **Guide** for further information.

A Transfer Application is to be submitted via the **OAS** or by using the Form AICAS-OM0302 and provide the relevant supporting documentation.

Refer to the relevant **Guide** for further information.

On acceptance of the Transfer, a new main **Certificate** is issued with the new **Certificate Holders** details however, the expiry date will not change.

The new **Certificate Holder** also takes responsibility for all products previously sold under the **Certificate**.

8. Renewal of a Certificate

The **Certificate Holder** is obligated to ensure that while certified products remain in the marketplace, the certificate remains current.

Certificate Holders will be notified up to six months prior to the expiry date of their certificates.

The **Certificate Holder** must have the product reviewed against the current applicable standard/s and the application submitted a minimum of six (6) weeks prior to the expiry date.

A Renewal Application is to be submitted via the **OAS** or using the Form AICAS-OM0304 and provide the relevant supporting documentation.

Refer to the relevant **Guide** for further information.

9. Extension of a Certificate

A **Certificate** may be extended for a maximum 12 months. An Extension may be applied if the certified products are to be discontinued and only a small number of products remain available for sale in the Australian and/or New Zealand marketplace.

If granted, the **Certificate** is automatically withdrawn at the end of the 12 months. The website register will be updated accordingly.

AICAS must gain approval/acceptance from the relevant regulatory to issue an extension to a **Certificate**. This may take several weeks to be processed, so please ensure your application is submitted at least two (2) months prior to the expiry of the **Certificate**. NOTE: A regulatory authority may request a new test report indicating the product is safe.

An Extension Application is to be submitted via the **OAS** or using the Form AICAS-OM0304 and provide the relevant supporting documentation.

Refer to the relevant **Guide** for further information.

10. Fee Schedule

The Fee Schedule, Form AICAS-OM0400, is available on our website.

1. Each fee is based on a process with a single review cycle of the documentation.
2. After the first review cycle, any additional information and/or clarification that is required, charges at published the rate may be applied.
3. For applications that are complex or include numerous models, additional fees may be applied
4. The fee/s are to be paid in Australian Dollars at the time of submitting the application. If other currencies are used additional fees will apply.
5. Fees may be paid by Credit Card or Electronic Funds Transfer (EFT).

11. Product Marking

Marking shall meet the requirements of the relevant standards and legislative requirements which may include a minimum of the following.

1. The product shall be marked with the details as required by the applicable Standard/s;
2. The marking must be permanent in accordance with the Standard/s and include the registered certification marks as identified on the **Certificate** and in the same format;
3. The RCM mark must be in accordance with the requirements of all parts of AS/NZS 4417.
4. When the RCM is used the product must also be marked with either the **AICAS** number or an alternative **AICAS** mark as authorised by **AICAS**. The alternative mark must be registered with **AICAS** prior to its use.

12. Product Sample

A sample or samples may be required when:

1. Inadequate or unclear information has been supplied.
2. A safety issue regarding the product type has been identified.
3. The review of the information submitted points to an issue that needs to be examined.
4. An issue with the product has been identified through product surveillance activities.

Note: If the provided sample does not show compliance, another sample will be required.

After the product has been analysed and the application process or any investigation have been completed, the **Applicant** will be notified that the item is available for collection within 14 days.

If after 14 days, the item has not been collected, it may be discarded appropriately.

The **Applicant** will not be entitled to claim any compensation for damage or loss of the item.

Note: After examination and testing of the sample, the item will be unsafe to use and the product will be permanently marked as such.

Refer to the relevant **Guide** for further information.

13. Non-Conformities

During the application evaluation process, if any non-conformities are identified, they shall be documented and raised with the applicant.

If a product does not conform with a requirement of the relevant product Standard, a **Certificate** may be issued when adequate evidence is provided and the product is assessed that it will not likely create an unsafe situation for the user, installer, repairer and the installation.

Only after all non-conformities are adequately addressed shall the process be completed and the **Certificate** issued.

14. Obligations of Certificate Holders

- a. Claims of certification can only be made for products that fall within the scope of an **AICAS** certification **Scheme** and must have valid and current **Certificate** issued under the **Scheme**.
- b. The **Applicant**, **Certificate Holder** and manufacturer are required to provide any, reports and documentation including drawings, specifications, circuit diagrams, records and samples that are required in the process of assessing, issuing and maintaining certification.
- c. The **Applicant** shall either sign the declaration in Part H of the **OAS** or the **Application** Forms or provide their authorised consultant with a declaration as per Part H including authorisation for the consultant to act on their behalf. A Transfer requires the current **Certificate Holder** to provide a declaration allowing the transfer to the new certificate holder.
- d. The **Applicant** and **Certificate Holder** have an obligation to take proper measures to ensure that manufactured products are the same as the approved product offered for sale.
- e. The **Applicant** shall ensure that payment of certification fees is made with application.
- f. The **Applicant** shall submit any modification to the product to **AICAS** for assessment.
- g. A **Certificate Holder** must not use **AICAS** Certification in such a manner as to bring the certification body into disrepute and shall not make any statement regarding its product certification which the certification body may consider to be misleading or unauthorised.
- h. A **Certificate Holder** shall only make claims regarding certification in respect of the scope in which the certification has been granted.

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- i. A **Certificate Holder** shall ensure that no **Certificate** or report nor any part thereof is used in a misleading manner.
- j. A **Certificate Holder** shall ensure that in referring to its product certification in any communication media, such communication or advertising complies with the requirements of the **AICAS Scheme**.
- k. A **Certificate Holder** shall:
 - a. keep a record of all complaints known relating to the products compliance with the relevant standard;
 - b. take appropriate action with respect to all complaints and any deficiencies found that affect compliance with the requirements for certification and document the action taken and make any of 11. a) or 11. b) available to **AICAS** on request; and
 - c. notify **AICAS** immediately of any issue that may result in a Recall of the certified product.
 - d. Supply a product sample as required due to market surveillance or regulatory activity. If the sample is not provided within 28 days the certificate may be withdrawn, suspended or cancelled.
- l. A **Certificate Holder** shall not alter the **Certificate** or knowingly allow the **Certificate** to be altered,
- m. A **Certificate Holder** shall not reproduce the **Certificate** or any part of the **Certificate**. However, they may copy the **Certificate** or part thereof providing it is not used in a misleading way.
- n. When the RCM mark is used, it must be used in accordance with the applicable requirements in all Parts of AS/NZS 4417.

15. Certificate Validity

A **Certificate** is valid for up to five (5) years.

The only exception is for a hair straightener, which is for a maximum of two (2) years.

A **Certificate**, before its expiry date, may be either renewed or extended.

A **Certificate** may be withdrawn, suspended or cancelled during its life cycle under certain circumstances, some examples are:

- Where the applicable Standard for the product has had substantial changes and the product cannot meet these new requirements; or
- Changes have been made to the product and the **Certificate Holder** has not notified **AICAS** of the change.

When amendments to the existing standards are published, the **Certificate** will remain valid until the expiry date.

Any constructional change made to a model that may affect the safety of the product, will need to meet any new requirements of the standards.

When the product is Renewed it shall comply with the current version/s of the relevant standard/s and any lawful requirement.

16. Withdrawal, Suspension, Cancellation or Expiry of Certification

AICAS may withdraw, suspend or cancel **Certificates** where a breach of the Terms, Conditions and Obligations specified herein has been substantiated or at the legal direction from an officer of a government regulator.

The **Certificate Holder** shall in these circumstances ensure all **Certificates** are returned and there shall be no reference to the certification in any public form in any media format such as:

1. advertising,

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2. promotions,
3. literature or
4. on any internet web page.

If a public safety issue arises, the **Certificate** will be withdrawn and **AICAS** will contact the certificate holder and the relevant regulatory authorities and the Australian Competition and Consumer Commission who manage Product Safety Recalls. Reference to the certification may be permitted for the purposes of recalls however any advertisement must be submitted to **AICAS** for acceptance.

Should it be determined that false information or an incorrect sample has knowingly been supplied by the client or their agent during the application process, or after the **Certificate** has been issued, the **Certificate** will automatically become invalid and will be immediately withdrawn.

A **Certificate Holder** may, at any time, formally request to have their **Certificate** withdrawn or cancelled. A declaration for reason/s to the withdrawal may also be requested.

A **Certificate** will be withdrawn after the expiry date and the status will updated too "Expired".

17. Changes to Certification and AICAS Scheme

The **AICAS** Certification process may be altered as result of changes within Standards, regulatory revisions, process reviews or legislation.

The notification of revisions, updates or changes to legislation, regulations or Standards by the relevant bodies is considered notification on behalf of **AICAS**.

AICAS will notify our Certificate Holders of any key changes proposed to the **Scheme** via our website and clients affected by the changes will be emailed directly. Clients will be given the opportunity to provide feedback on the proposed changes within 14 days.

Note: Any significant changes normally occur through the Standards and adequate consultation is provided through that forum. However, **AICAS** will follow up with the affected clients after publication of a significant change to ensure that requirements are met prior to date advised by the Standard or regulator.

A significant change to the Standards requirements that affects the production of the product must be submitted as a modification.

Due notice of any changes to the certification process that may or will affect the requirements shall be given to clients with sufficient time as deemed reasonable to allow the client to act.

Any changes to application requirements that are made to the client application **guides** will be communicated via the **AICAS** web site.

18. Management of Certification Documentation

An **AICAS** issued **Certificate** remains the property of **AICAS** with consent given to the successful applicants to be of the **Certificate Holder**. The **Certificate** or any part of the **Certificate** cannot be reproduced under any circumstances, see section 14 g-j & i-m above.

Conditions of correct use of other regulatory marks such as the RCM are the responsibility of the regulators and the Rules for the RCM are provided in AS/NZS 4417.

19. Complaints, appeals and disputes

A complaint, appeal or dispute for a decision made during the certification process can be addressed in writing to the General Manager via the **AICAS** website www.aicasau.com/Feedback/Index or directly to info@aicasau.com.

A member of **AICAS** team will respond within 2 working days of receipt of this notice.

20. AICAS Web Site

Partial details of a **Certificate** will be published on the public area of the web site. Members of the public will be able to search for registered product details to substantiate currency of approval and models.

The only details available on the website will be as follows:

1. Certificate number;
2. General product description;
3. Model numbers;
4. Expiry date.

Other than the above, all other commercial information will remain commercial-in-confidence. Please note that the EESS data base has additional details such as the name and address of **Certificate Holders**.

Information of a personal nature will not be made public.

AICAS must comply with any lawful requests for information by a statutory authority.

21. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in any certificate, document, quotation acknowledgements, shall be subject to correction.

22. Force Majeure

AICAS will not be liable for any loss or damaged directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delays in transportation of any other cause beyond the control of **AICAS**.

20. Proper Law

The contract and these conditions for certification shall be governed by Victorian Law and the Victorian Courts shall have exclusive jurisdiction in connection herewith.