



The Australian Gas Association

ABN: 98 004 206 044

The Rules Governing

16 October 2006

The AGA Product Certification Scheme

- For Type Tested **Plumbing Products.**



**Rules Governing the AGA Product Certification Scheme
For Type Tested Plumbing Products**

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1 PURPOSE

The Certifying Body's Certification Scheme is intended to ensure that plumbing products and materials (refer to clause 3 Scope of these Rules Governing) are manufactured in compliance with the relevant Standards and are in compliance with the requirements of the WaterMark Certification Scheme and any other requirements of Regulatory Authorities. The Certifying Body is (i) an organisation registered and accredited by JAS-ANZ to conduct assessments leading to Product Certification and (ii) licensed to authorise the use of the WaterMark.

The Certification Scheme is comprised of Level 1 Certifications, Level 2 Certifications and New Product Authorisations and are described as follows:

Level 1 Certification requires that Products listed as level 1 Products in Part A2 of the Plumbing Code of Australia comply with applicable Standard(s) and are certified under a programme in accordance with the principles of ISO/IEC Guide 67, System 5, which includes the following:

- a) Initial assessment by the Certifying Body of the Quality Programme relating to the manufacture of the Product;
- b) Sample Product(s) selected by the Certifying Body;
- c) Type Testing of Sample Products(s) by an Authorised Laboratory in accordance with the Certifying Body's Test Programme;
- d) Evaluation of Test Reports by the Certifying Body;
- e) Resolving of any outstanding issues;
- f) Certificate issued to Customer by the Certifying Body;
- g) Monitoring by the Certifying Body of the Quality Programme relating to the manufacture of the Product at the Manufacturer's Premises;
- h) Monitoring by testing and/or inspection of Production Units from the Manufacturer's Premises or the open market or both.

Level 2 Certification requires that Products listed as level 2 Products in part A2 of the Plumbing Code of Australia comply with applicable Standard(s) and are certified under a program in accordance with the principles of ISO/IEC Guide 67, System 1b, which includes the following:

- a) Sample Product(s) selected by the Certifying Body;
- b) Type Testing of Sample Products(s) by an Authorised Laboratory in accordance with the Certifying Body's Test Programme;
- c) Evaluation of Test Reports by the Certifying Body;
- d) Resolving of any outstanding issues;
- e) Certificate issued to Customer by Certifying Body.

New Product Authorisation requires that any new or innovative Product not listed in Part A2 of the Plumbing Code of Australia undergo assessments as described in the Plumbing Code of Australia to determine the level of Certification required (i.e. either Level 1 or Level 2 as described above).

2 UNDERTAKING

The Customer undertakes to comply with these Rules Governing and understands and agrees that Certification is conditional upon such an undertaking. The Customer also undertakes to comply with any changes to this Rules Governing as may occur from time to time.

3 SCOPE

The Certifying Body's Certification Scheme covers Level 1 and Level 2 Certification of plumbing products and materials, including new or innovative materials or products, which are defined in the Plumbing Code of Australia and which require statutory authorisation to enable their use in plumbing and drainage installations. The Scheme will ensure compliance of Products to prescribed requirements of applicable Standards. The Certifying Body's Certification Scheme is not applicable to second-hand or refurbished Products unless express certification assessment criteria for such Products have been approved by relevant Regulatory Authorities and the Certifying Body accepts the Customer's Application.

4 DEFINITIONS

Application means a written request, made by the Customer to the Certifying Body under these Rules Governing, seeking a Certificate and authority to use the WaterMark in respect of Technical Design of a Sample Product and includes all documents submitted in support of that Application.

Approved Marking Method means the marking method and format set out by the Customer on the Request for Approval of a Marking Method form, and which request must be approved by the Certifying Body in writing, before any WaterMark can be applied to any Production Unit.

Australian Technical Specification (also known as an ATS) means a document covering criteria including design, testing and marking in a Standard format as outlined in ATS 5200.999. An ATS shall be developed for new or innovative Products, not covered in section A2 of the Plumbing Code of Australia by the Certifying Body in consultation with the Customer.

Note: It is intended that ATS's be converted to an Australian Standard within two (2) years – refer to the Plumbing Code of Australia.

Audit means an Evaluation Audit, a Monitoring Audit, a Follow Up Audit or a Random Audit, all of which are provided at the Customer's expense.

Audit Plan means a document supplied to the Customer by the Certifying Body prior to an audit and which sets out the requirements that the Certifying Body will audit.

Authorised Bodies means such bodies as the Certifying Body may authorise to conduct one or more tests and/or assessments, in a Test Programme or as part of the Product evaluation, but does not mean an Authorised Laboratory.

Note: Authorised Bodies are not agents of the Certifying Body and do not act on its behalf or represent it in any manner.

Authorised Laboratory means a laboratory that satisfies one or more of the following criteria:

1. Accredited by the National Association of Testing Authorities (NATA) having a scope of accreditation covering the testing requirements of the applicable product standards.
2. Accredited by an International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) signatory and having a scope of accreditation covering the testing requirements of the applicable product standards.
3. Recognised by the Certifying Body following evaluation of the laboratory's compliance with the requirements of AS ISO/IEC 17025.

NOTES:

- (a) Authorised Laboratories are not agents of the Certifying Body and do not act on its behalf or represent it in any manner (refer Appendix 5 of these Rules Governing for information about how to identify an Authorised Laboratory), and;
- (b) The Customer must contract directly with an Authorised Laboratory, and;
- (c) The Customer is responsible for all costs incurred by it arising out of the testing of a Product by an Authorised Laboratory.

Certificate means a certificate of conformity issued by the Certifying Body to the Customer evidencing that the Technical Design of the Sample Product assessed by the Certifying Body complies with requirements of the Certification Scheme and, subject to the Customer's compliance with these Rules Governing, may be renewed periodically by the Certifying Body. For Level 1 Certification, the Certificate also evidences that the Certifying Body has accepted the Quality Programme relating to the manufacture of the Product satisfactorily demonstrates compliance with the Quality Programme Requirements.

Certified Design means the Technical Design of a Sample Product that has been certified, by the Certifying Body, to comply with the applicable Standard and for which a Certificate has been issued by the Certifying Body. For Level 1 Certification, the Quality Programme relating to the manufacture of the Product must also comply with all the Quality Programme Requirements.

Certification means the act of certifying that the Technical Design of a Sample Product provided to the Certifying Body complies with requirements of applicable Standards, these Rules Governing and the requirements of Regulatory Authorities. For Level 1 Certification, Certification also involves the act of certifying that the Quality Programme relating to the manufacture of the Product satisfactorily demonstrates compliance with the Quality Programme Requirements.

Certification Scheme means the certification scheme (as amended from time to time) operated by the Certifying Body, which is in conformity with the requirements of the WaterMark Certification Scheme and is registered with JAS-ANZ and against which, the Certifying Body assesses an Application. (A general description of the Certification Scheme is provided under the heading "Purpose" of these Rules Governing).

Certifying Body means The Australian Gas Association: ABN 98 004 206 044. (Note: The Certifying Body is a Conformity Assessment Body)

Conformity Assessment Body means an organisation registered with, and approved by, JAS-ANZ to conduct assessments leading to Product certification and contracted with Standards Australia to authorise the use of the WaterMark.

Corrective Action means any action taken to correct any Non-Conformances raised by the Certifying Body.

Customer includes the person, whether an individual, business name, body corporate or other legal entity, whose name appears in the Application as the legal entity seeking to be issued with a Certificate and in relation to post-Certification issues includes any person, whether an individual, business name, body corporate or other legal entity whose name appears on any Certificate at any time.

Drinking Water means water that has the potential for human consumption, food preparation, utensil washing and oral hygiene.

Evaluation Audit means an audit conducted at the application stage by the Certifying Body, its employees or contractors, at the Manufacturer's Premises, to provide a degree of assurance that the Quality Programme satisfactorily demonstrates compliance with the Quality Programme Requirements.

Note: The Evaluation Audit shall be carried out in accordance with one or more of the matters referred to in clause 5.2 and Appendix 4 of these Rules Governing.

Final Inspection means the final inspection of the Sample Product carried out by or on behalf of the Certifying Body immediately prior to the issue of a Certificate and which is intended to confirm that the Technical Design of the Sample Product provided to it appears to be consistent with the proposed Certified Design and that markings comply with the applicable Standard marking requirements and the Approved Marking Method.

Follow Up Audit means an audit to be conducted in accordance with clause 6.5 and Appendix 4 of these Rules Governing, at the Customer's expense, if rectification of any Non-Conformances raised during a Monitoring Audit or Evaluation Audit can only be verified at the Manufacturer's Premises or a Manufacturer's Sub-Contractor's Premises.

Information means information not publicly available provided by the Customer to the Certifying Body.

Inspection and Test Plan means a written document as amended from time to time, issued to the Customer by the Certifying Body, and setting out the requirements of those inspections and tests which must be conducted during the manufacture of a Product and which must be incorporated in the Quality Programme. Further, the Inspection and Test Plan may also include requirements additional to those set out in the applicable Product Standard including, but not limited to, Product marking requirements.

JAS-ANZ means the Joint Accreditation System of Australia and New Zealand

Level 1 Certification means Certification of materials and Products listed as level 1 Products in "PART A2" of the Plumbing Code of Australia. (A general description is given in clause 1 "Purpose" of these Rules Governing)

Level 2 Certification means Certification of materials and Products listed as level 2 Products in "PART A2" of the Plumbing Code of Australia. (A general description is given in clause 1 "Purpose" of these Rules Governing)

Licence Number means the unique number allocated by Standards Australia and issued to the Customer by the Certifying Body to identify the Product, which is the subject of a Certificate, and may only be used in accordance with clause 6.2 of these Rules Governing by the Customer, if the Certificate is current.

Management Representative means a person employed by the Manufacturer, and appointed by the Manufacturer's chief executive officer or equivalent, to liaise with the Certifying Body and the Customer and who is responsible for the Manufacturer's Quality Programme.

Manufacturer means the manufacturer of the Product and who is responsible for the final assembly of the Product. The Manufacturer's details are listed on a Certificate.

Manufacturer's Warranty means a statement by the Manufacturer or supplier of a Product that says that the Product is suitable for use under specified conditions.

Note 1: The conditions may be limits on water pressure, water temperature or any other operating circumstance.

Note 2: The Manufacturer's Warranty must be included with the Product when sold and may be stamped onto the Product, printed on the packaging, or included as part of the installation instructions or as otherwise set out in the Plumbing Code of Australia.

Monitoring Audit means an audit conducted at the post Certification stage by the Certifying Body, its employees or contractors, at the Manufacturer's Premises, to provide a degree of assurance that the Quality Programme satisfactorily demonstrates compliance with the Quality Programme Requirements and Production Units continue to be manufactured in accordance with the Certified Design.

Note: The Monitoring Audit shall be carried out in accordance with one or more of the matters referred to in clause 6.5 and Appendix 4 of this Rules Governing.

New Product Authorisation means the authorisation of a new or innovative Product not listed in the Plumbing Code of Australia.

Note: The process which is set out in clause 9.10 of these Rules Governing will be followed to determine Certification requirements.

Non-Compliance means non-compliance with respect to (i) a Production Unit not complying in every detail with the Certified Design and/or (ii) a Product and/or Production Unit that fails any inspection or test, where the inspection and/or test includes but is not limited to, those set out in the Inspection and Test Plan, applicable Standard(s) and Test Programmes and/or (iii) any one or more of the matters of the Quality Programme not satisfactorily demonstrating compliance with the Quality Programme Requirements.

Non-Conformance means a non-conformance raised by the Certifying Body or its agent or a contractor acting on its behalf at an Audit or at any stage during the Certification or post Certification process with respect to (i) the Quality Programme not addressing any one or more of the questions set out in the Quality Programme Evaluation Form to satisfactorily demonstrate compliance with the Quality Programme Requirements, or any part thereof, and/or, (ii) a Sample Product or a Production Unit not conforming with a relevant Standard and/or, (iii) any other Certification issues including, but not limited to, customer complaints and field failures.

Non-Conformance Report means a document supplied to the Customer by the Certifying Body setting out the Non-Conformance.

Plumbing Code of Australia means the Plumbing Code of Australia (as amended from time to time), developed by the National Plumbing Regulators Forum and available for purchase from Standards Australia (www.standards.org.au).

Premises means the premises at which the Manufacturer and/or its Sub-Contractor manufactures Products and any other premises in which the Manufacturer and/or its Sub-Contractor holds or stores all documentation relevant to the manufacturing processes including but not limited to Quality Programme documentation, Product Specifications and other Certification documentation.

Product means any plumbing product or material described in clause 3 "Scope" of these Rules Governing and for which, during the Certification process, a Certificate is sought.

Production Sample means a Sample Product selected at random from the production line at the Manufacturer's Premises by the Certifying Body or Authorised Body.

Note: In the case of Level 1 Certification, a Product is considered a Production Sample when a satisfactory Evaluation Audit has been completed by the Certifying Body and/or all Corrective Actions have been fully and satisfactorily completed by the Customer/Manufacturer and approved in writing by the Certifying Body.

Product Specifications means the documentation that uniquely identifies a Product including its combinations and must contain all the documentation set out in Appendix 1 of these Rules Governing.

Note: The Certifying Body will determine the adequacy of the Product Specifications provided to it and will advise the Customer in writing in the event that further documentation is required to enable the Certification Process to commence.

Production Unit means a Product that must be manufactured in strict conformity with the Certified Design, and which is intended for distribution and/or sale or disposal for gain or otherwise or which is distributed for sale or disposal for gain or otherwise. In addition, for Level 1 Certification, the Quality Programme relating to the manufacture of the Product must also comply with all the Quality Programme Requirements.

Note: A Production Unit must also be marked strictly in accordance with clause 6.2 of this Rules Governing.

Quality Programme means a written programme prepared by the Manufacturer, that is designed to control the manufacturing, inspection, testing and other processes affecting quality of Product, which must comply with all the Quality Programme Requirements to ensure ongoing compliance of the Product with the Certified Design.

Note: This only applies for Level 1 Certification.

Quality Programme Evaluation Form (also known as the QPEF) means a written document (as amended from time to time) issued by the Certifying Body to the Customer, for Level 1 Certification, which sets out questions in accordance with the Quality Programme Requirements.

Note: The Customer must fully complete the QPEF or, if not the Product Manufacturer, must ensure that the Manufacturer fully completes the QPEF. In all cases, the QPEF shall be completed in English and be provided with full and complete supporting documentation, in English, all of which will be used and relied upon by the Certifying Body as the basis of its initial assessment of the Quality Programme relating to the manufacture of the Product.

Quality Programme Requirements means the (i) relevant requirements of ISO 9001, these Rules Governing, Regulatory Authorities, applicable Product Standards and applicable Inspection and Test Plan(s), which are set out in question format in the Quality Programme Evaluation Form (as amended from time to time), and (ii) other applicable requirements of the Regulatory Authorities and the Certifying Body (as notified to the Customer).

Random Audit means an unscheduled and random audit to be conducted in accordance with clause 6.5 and Appendix 4 of these Rules Governing, at the Customer's expense, where the Certifying Body believes that any Product with a Non-Compliance may have been, or is being manufactured and distributed.

Relocation means the relocation of Premises to another location.

Regulatory Authority means an Australian State, Territory or Commonwealth government body exercising jurisdiction over Products.

Request for Approval of a Marking Method means a document issued by the Certifying Body to the Customer to be completed by the Customer and which sets out a proposed format and method of applying the WaterMark on Production Units (a proforma of the document is published on the Certifying Body's website www.aga.asn.au, as amended from time to time).

Note: The Request for Approval of a Marking Method document must be filled out and supplied to the Certifying Body by the Customer at the Application stage of the Certification Process.

Related Body Corporate has the meaning given to it by sections 9 and 50 of the *Corporations Act 2001* (Cth).

Rules means each or all of the rules lodged with the Registrar of Trade Marks for each or all of the WaterMarks, as the context may be, a copy of which is found in Appendix 8 of these Rules Governing.

Rules Governing means these Rules Governing as amended by the Certifying Body from time to time and by which the Certifying Body and the Customer agree to be bound including the Appendices to these Rules Governing.

Sample Product means a sample of a Product that the Customer has provided to or which has been selected by the Certifying Body and upon the Technical Design of which, or upon an amended Technical Design of which, a Certificate may be issued.

For the purposes of this Definition:

"Sample Product", in respect of the Application and Testing Stage and, if required by the Certifying Body, means a sample of the Product for which a Certificate is sought and may include a prototype of a Product.

"Sample Product" in respect of the Certification Stage means a fully marked up and packaged production quality Product, which includes the Manufacturer's Warranty and installation and maintenance instructions, which has been manufactured to strictly comply with the Technical Design proposed to be certified by the Certifying Body and which is intended for distribution, sale or disposal for gain or otherwise.

Note: in the case of Level 1 Certification, the Manufacturer's Quality Programme must comply with all the Quality Programme Requirements).

Schedule means a document provided to the Customer by the Certifying Body at the time of the issue of a Certificate and which lists the models of the Product the subject of a Certificate.

Standards means those documents (including standards, industry schemes and codes) that contain specifications and requirements for Plumbing Products and includes the Manual of Authorisation Procedures for Plumbing and Drainage Products (MP52), AS 5200 - (Technical specification for plumbing and drainage products), the Plumbing Code of Australia, Australian Technical Specifications and the standards and specifications listed in Section 5 "Schedule of Specifications" of AS 5200.

Standards Australia means Standards Australia Ltd. (ACN 087 326 690)

Sub-Contractor means an organisation that supplies a product or service to the Manufacturer, where such product or service (i) contributes to the manufacturing of Production Units that are the subject of Certification, and (ii) affects the quality of Production Units with respect to the Quality Programme Requirements.

Technical Design means an engineering description of a Sample Product and includes the design characteristics and specifications, physical configuration and structure, including dimensional relationships, bills of materials, component/material supplier details, electrical and electronic hardware and software, materials and components comprised in a Sample Product together with all relevant installation, operating and servicing instructions.

Test Programme means a document prepared by the Certifying Body, which sets out the tests to be performed and/or assessments to be carried out on a Type Tested Sample Product by an Authorised Laboratory and/or an Authorised Body.

Test Report means a Test Report on a Sample Product(s) received by the Certifying Body from an Authorised Laboratory and which contains all relevant test results and a summary of the compliance (or otherwise) of the Sample Product(s) against the tests set out in the Test Programme. The Test Report must also have attached to it the Product Specifications, supplied by the Customer to the Authorised Laboratory, which must be clearly marked by the Authorised Laboratory as constituting the full and complete Product Specifications of the Sample Product tested by it.

For the purposes of this Definition:

- Each Test Report from an Authorised Laboratory operating in Australia shall be an official National Association of Testing Authorities (or equivalent "ISO/IEC 17025" accredited) endorsed Test Report; and
- Each Test Report from Authorised Laboratories operating overseas shall be similarly endorsed by an equivalent national laboratory accreditation body.
- Unless the Certifying Body advises the Customer otherwise in writing, a Test Report will be deemed to be representative of Type Test results of Production Units for a period of 5 years.

Transfer means an assignment and novation of the rights and obligations attaching to a Certificate to a third party.

Type Test means the testing conducted on a Sample Product by an Authorised Laboratory, in accordance with the Certifying Body's Test Programme, to verify compliance with the requirements of applicable Standards.

WaterMark Licence means an agreement, which covers the use of the WaterMark certification mark owned by Standards Australia and administered by Regulatory Authorities. That agreement, the terms of which the Customer agrees to be bound, is known as the " Agreement for the WaterMark Certification Trade Marks" and is found at Appendix 7 of these Rules Governing together with Appendix 8, a copy of the Rules for the WaterMark certification trademarks applicable to it.

WaterMarks means the Trademarks owned by Standards Australia as described in the WaterMark Licence.

Note: The definition of WaterMarks in these Rules Governing, also includes the applicable "Standard number" and "Licence Number" which must accompany the WaterMark as shown in Figure G.1.5.4.1 in the Plumbing Code of Australia and Appendix 9 of these Rules Governing.)

WaterMark Certification Scheme means the WaterMark Certification Scheme (as amended from time to time) as described in Part G of the Plumbing Code of Australia.

WaterMark Register means the publication listing of all certified Products and which can be found at <http://watermark.standards.org.au>.

GENERAL NOTES:

- Words importing the singular only shall also include the plural (and vice versa).
- Words importing one gender shall include every gender.
- Words importing persons shall include individuals, corporations, associations and partnerships.

- A reference to Standards shall be deemed to be a reference to Standards, in whole or in part, as amended from time to time as well as a reference to any Standards, which may be substituted by another or any new Standard.
- The Certifying Body reserves the right in its absolute discretion to apply one or more relevant Standards in the Certification process.
- All fees, charges and other monies referred to in these Rules Governing are listed and payable in Australian dollars (refer to the list of fees, charges and other monies in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.)

5 THE CERTIFICATION PROCESS

5.1 The Application Stage

The *Customer*:

- Will fully and accurately complete each Application lodged by it with the Certifying Body, in English, and will ensure that all documentation that may be required by the Certifying Body is attached to that Application (a description of current documentation requirements is set out in Appendix 1 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.);
- Will pay the current non-refundable lodgement fee at the same time as it lodges its Application with the Certifying Body (refer to the current lodgement fee set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.);
- Will promptly respond to any requests made by the Certifying Body seeking further test reports, documentation and/or information and will provide the same to the Certifying Body to enable the Application to proceed;
- Will pay all fees due and owing by the Customer to the Certifying Body, as at the date of withdrawal or cancellation if the Customer's Application is withdrawn by the Customer or cancelled by the Certifying Body;
- Will, at the request of the Certifying Body, obtain relevant information in respect of the Sample Product from any relevant third parties and provide that information to the Certifying Body;
- Will fully disclose to the Certifying Body all relevant information the Customer or its agents or contractors may hold and which information might reasonably be expected to be taken into account by the Certifying Body when assessing the Customer's Application;
- Authorises the Certifying Body to discuss any matters relating to the Customer's Application with any relevant Regulatory Authority, Authorised Laboratory and/or Authorised Body;
- Authorises the relevant Authorised Laboratory and/or Authorised Body to disclose to the Certifying Body any information or knowledge regarding the Product for which Certification is being sought or reassessed;
- Where the Customer is not the Manufacturer of the Product, authorises the Certifying Body to communicate any matters relating to the Customer's Application with the Manufacturer.

The *Certifying Body*, subject to compliance by the Customer with its obligations:

- Will promptly process each Application received by it;
- Will process each Application received by it in a non-discriminatory manner;
- Will promptly notify the Customer of any factor which is preventing the timely processing of the Application;
- May refuse to process an Application at any time during the Application stage if the Customer fails to comply with any of its obligations under these Rules Governing and in such event may, upon giving the Customer 10 days prior notice of its intention to cancel the Application, cancel the Application;
- In the case of Level 2 Certification Applications, will provide the Customer with a Test Programme as soon as practicable after receipt and approval of the submittal documentation (refer to the list of submittal documentation in Appendix 1 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.).

5.2 The Evaluation Audit Stage (applicable to Level 1 Certification only)

The *Customer*

- Will, at its cost, ensure prompt rectification of any Quality Programme omissions and/or errors and/or matters the Certifying Body advises to it which require finalisation before an Evaluation Audit can be performed;

- Will advise the Certifying Body in writing, when the Quality Programme has been implemented to address all questions set out in the Quality Programme Evaluation Form to satisfactorily demonstrate compliance with the Quality Programme Requirements, and considers that it is ready for an Evaluation Audit;
- Will permit, or if not the Manufacturer will arrange permission for, the Certifying Body, or any person authorised by it, at all reasonable times for the purpose of conducting an Evaluation Audit to enter upon the Manufacturer's Premises and further will ensure that access is also granted to any Sub-Contractor's Premises;
- Will ensure full assistance and reasonable facilities are granted including the provision of relevant documentation and other information reasonably requested by the Certifying Body or any person authorised by it to enable the Evaluation Audit to be carried out;
- Will ensure Management Representatives are available to the Certifying Body's representative, at the time of the Evaluation Audit, to provide the assistance required;
- Will provide a fluent English translator (interpreter), at its own cost, at the time of the Evaluation Audit, where the Management Representatives cannot communicate in English, for the purpose of providing a means of communication between the Certifying Body's representative and the Management Representative(s).
- Acknowledges that the Certifying Body relies on the accuracy of the information provided to it by the Customer and that the Evaluation Audit comprises a limited review of documents, records and other matters comprised in the Quality Programme;
- Will fully co-operate with the Certifying Body's representative or any other person authorised by it and ensure that its staff and any Sub-Contractor's staff co-operate in like manner;
- Will ensure that appropriate Corrective Action is taken, in a timely and effective manner, to rectify all Non-Conformances set out in any Non-Conformance Report raised as a result of the Evaluation Audit;
- Will ensure that those matters in the Quality Programme, which are undertaken by its Sub-Contractors satisfactorily demonstrate compliance with the Quality Programme Requirements;
- Acknowledges that where a Follow Up Audit is required by the Certifying Body, it must be undertaken within the advised time-frame nominated by the Certifying Body and at the Customer's expense; including but not limited to cases where the Certifying Body determines that rectification of a Non-Conformance raised can only be verified at the Manufacturer's Premises or any Sub-Contractor's Premises.

The *Certifying Body* subject to compliance by the Customer with its obligations:

- Will, in a timely manner, review the completed Quality Programme Evaluation Form supplied by the Customer and report to the Customer on any matters in the Quality Programme, which, in its opinion, require attention before the Evaluation Audit is able to commence;
- Will provide to the Customer an Audit Plan prior to the Evaluation Audit. The Audit Plan may also require that an audit be performed on any Sub Contractor(s) Premises in relation to those matters in the Quality Programme, which are undertaken by the Manufacturer's Sub-Contractor(s);
- Will, on completion of the Evaluation Audit, provide the Customer with a report setting out the findings of the Evaluation Audit, together with any Non-Conformance Report(s);
- Will conduct a Follow Up Audit, at the Customer's expense, if rectification of any Non-Conformances raised during the Evaluation Audit can only be verified at the Manufacturer's Premises or a Sub-Contractor's Premises as determined by the Certifying Body;
- Will, subject to a satisfactory Evaluation Audit and/or satisfactory Corrective Action, provide the Customer with a Test Programme as soon as practicable, after receipt and approval of the submittal documentation (refer to the list of submittal documentation in Appendix 1 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.);
- Reserves the right to delay any Test Programme until such time as all matters set out in any Non-Conformance Report(s) have been satisfactorily rectified;
- Reserves the right to reject any test results where testing has been carried out prior to rectification of all matters set out in any Non-Conformance Reports arising from an Evaluation Audit.

5.3 Selection of Samples Stage

The Customer

- Will arrange permission for the Certifying Body, or any person authorised by it, at all reasonable times for the purpose of selecting Sample Product, to enter upon the Manufacturer's Premises and further will ensure access is granted to any Sub-Contractor's Premises;
- Will provide such assistance and reasonable facilities including the provision of relevant documentation and other information reasonably requested by the Certifying Body or any person authorised by it to enable selection of Sample Products;
- Will ensure Management Representatives are available to the Certifying Body's representative, at the time of selecting Sample Products, to provide the assistance required;
- Will fully co-operate with the Certifying Body's representative and ensure that its staff and any Sub-Contractor staff co-operate in like manner;
- Acknowledges that the Certifying Body will select or arrange for the selection of one or more Production Sample(s) to be Type-Tested and will promptly provide the selected Production Sample(s) to an Authorised Laboratory and/or Authorised Body along with the associated Test Programme and Product Specifications approved by the Certifying Body;
- Will, if it is not practicable for the Certifying Body to select Production Sample(s), at its cost, and if required by the Certifying Body, promptly provide sufficient numbers of Sample Product(s) together with the associated Test Programme and Product Specifications approved by the Certifying Body to an Authorised Laboratory and/or to any Authorised Body (nominated by the Certifying Body) to enable selection of the Sample Products to be Type-Tested in accordance with the Certifying Body's Test Programme;
- Acknowledges that the Certifying Body may request further testing of Production Samples, selected in accordance with this clause, if only prototype Sample Products are available for Type Testing, and that this will be at the Customer's expense.

The Certifying Body subject to compliance by the Customer with its obligations:

- Will select, or arrange for the selection of Production Sample(s) to be Type Tested as soon as practicable;
- Will, if it is not practicable for the Certifying Body to select Production Sample(s), request sufficient numbers of Sample Product along with the associated Technical Design documentation to be provided to an Authorised Laboratory and/or to any Authorised Body (nominated by the Certifying Body) for the selection of the Sample Products to be tested in accordance with the Certifying Body's Test Programme;
- May, at the Customer's expense, request further testing of Production Sample(s) which will be selected in accordance with this clause, where only prototype Sample Products are available to be Type-Tested.

5.4 The Type Testing Stage

The Customer

- Will ensure the Authorised Laboratory and/or Authorised Body perform all the tests (set out in the Test Programme) on the selected Sample Products (as selected in accordance with clause 5.3 of these Rules Governing), at the Customer's expense, and will ensure that an original Test Report is forwarded by the Authorised Laboratory and/or Authorised Body directly to the Certifying Body;
- Will promptly forward any new, additional or amended Test Programme to an Authorised Laboratory and/or an Authorised Body and shall ensure that the tests required by the new, additional or amended Test Programme are carried out and will ensure that an original Test Report is forwarded by the Authorised Laboratory and/or Authorised Body directly to the Certifying Body;
- Will arrange additional testing of a Sample Product selected by the Certifying Body in accordance with clause 5.3 of these Rules Governing, if requested by the Certifying Body, at the Customer's expense;

- Acknowledges, in the case of Level 1 Certification, additional assessments on matters in the Quality Programme may be required, at the Customer's expense, as determined by the Certifying Body in accordance with clause 5.2 of these Rules Governing;
- Will instruct Authorised Laboratories and/or Authorised Bodies to disclose to the Certifying Body all information that might reasonably be expected to be taken into account by the Certifying Body for the purposes of Certification including advice of any test failures;
- Will instruct Authorised Laboratories and/or Authorised Bodies to provide to the Certifying Body a copy of all test and/or assessment results/data and all other relevant information relating to tests/assessments carried out and testing/assessment procedures;
- Will fully disclose to the Certifying Body all other relevant information it or its Sub-Contractors or agents may hold in relation to the Sample Product which information might reasonably be expected to be taken into account by the Certifying Body if it was known to it at the time it was preparing a Test Programme or considering the results of a Test Report and testing procedures;
- Agrees that the Certifying Body will rely upon the accuracy and completeness of any Test Reports, assessments and all other documentation provided to it by the Customer and its Authorised Laboratory and/or Authorised Body.

The Certifying Body, subject to compliance by the Customer with its obligations:

- Will, in a timely manner, review and report to the Customer on any testing information forwarded by the Authorised Laboratory and/or Authorised Body on the Customer's behalf;
- Will advise the Customer of any Non-Compliance with requirements of an applicable Standard, and/or other requirements of Regulatory Authorities and/or the Certifying Body in respect of the Technical Design identified as a result of the testing process and/or other assessment;
- Reserves the right in its absolute discretion, to reject any Test Report and to request additional testing, particularly where there is doubt, dispute or uncertainty over validity, or content of the Test Report, or if the results are unsatisfactory or inconclusive;
- Will, in the case of Level 1 Certification, conduct additional assessments on matters in the Quality Programme, at the Customer's expense, if deemed necessary by the Certifying Body, at its sole discretion in accordance with clause 5.2 of these Rules Governing.

5.5 The Certification Stage

The Customer:

- Will, at its cost, provide the Certifying Body with full access to a Sample Product(s) at a location reasonably required by the Certifying Body for a Final Inspection, if required by the Certifying Body;
- Will at its cost promptly rectify any matters the Certifying Body advises to it which are preventing the issuing of a Certificate;

The Certifying Body, subject to compliance by the Customer with its obligations:

- Will promptly advise the Customer of matters which, in its opinion, are preventing the issuing of a Certificate;
- Will, conduct a Final Inspection as deemed necessary by the Certifying Body, at its sole discretion, on the Sample Product and will promptly advise the Customer of the outcome of the Final Inspection;
- Will, subject to its approval of the Test Report(s) and the submittal documentation and if applicable, a satisfactory Final Inspection, promptly issue the Customer with a Certificate which, amongst other things, authorises the Customer to use the WaterMark, but only if the Customer is not at that time indebted to the Certifying Body;
- Will ensure that the certified Product is registered in the 'WaterMark Register' and advise Regulatory Authorities and Standards Committee WS-14 through Standards Committee WS-031 or otherwise set out in the Plumbing Code of Australia.

6 POST-CERTIFICATION

6.1 Manufacturing of Production Units

The *Customer*:

- Warrants that each Production Unit will be manufactured in strict conformity with the Certified Design.
- Further, in the case of Level 1 Certification, warrants that the Quality Programme will comply with all the Quality Programme Requirements;
- Warrants that no changes will be made to the Certified Design without written authorisation from the Certifying Body;
- Further, in the case of Level 1 Certification, warrants that no changes will be made to the Quality Programme, where the change could affect compliance with the Quality Programme Requirements, without prior written authorisation from the Certifying Body (refer to clause 6.3 of these Rules Governing);
- Warrants that no Production Units will be distributed for sale, sold or otherwise disposed of for gain or otherwise where the Technical Design of such units does not comply in every detail with the Certified Design;
- Will provide, at the request of, and in a form and manner determined by the Certifying Body, a declaration of the compliance or otherwise of Production Units with the Certified Design;
- Warrants that, in the event that any Non-Compliance is found with respect to a Product, prior to distribution for sale, then the Customer shall:
 - a) Forthwith remove the WaterMark from all Products found with a Non-Compliance, or;
 - b) Forthwith rectify the Non-Compliance prior to dispatch, or;
 - c) Forthwith destroy the Product found with a Non-Compliance.
- Will forthwith advise the Certifying Body of any circumstance in which any Production Units found with a Non-Compliance have been released into the market place. (Refer also to clause 7 of these Rules Governing).

6.2 Marking of Production Units

The *Customer* :

- Will apply, or if not the Manufacturer will ensure that the Manufacturer applies, the WaterMark, in accordance with the Approved Marking Method, to each Production Unit manufactured, distributed, sold or otherwise disposed of by it throughout the currency of the Certificate;
- Will ensure that no changes are made to the Approved Marking without the prior written approval of the Certifying Body;
- Will not apply, or if not the Manufacturer will ensure that the Manufacturer does not apply, the WaterMark on any Product, publication or letter/fax heading prior to the issue of the Certificate;
- Will not apply, and will ensure no other party applies, in any format or method, the WaterMark to any Product other than to Products for which a Certificate has been issued;
- Will not, and will ensure other party's do not, distribute, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit which is not marked in accordance with the Approved Marking Method;
- Will not, and will ensure other party's do not, permit the distribution, sale or disposal of for gain or otherwise any Production Unit which is not marked in accordance with the Approved Marking Method;
- Agrees to comply with all of the terms and conditions set out in the WaterMark Licence, a copy which is set out in Appendix 7 of these Rules Governing;
- Agrees that the right to apply the WaterMark terminates forthwith in the event that the agreement between the Certifying Body and Standards Australia is terminated for any reason. (NOTE: This is a requirement of Standards Australia);

- Acknowledges that any use of the WaterMark other than as permitted under these Rules Governing, the WaterMark Licence, the Rules and the Approved Marking Method may constitute a breach of the Trade Marks Act 1995;
- Agrees that in the event that the WaterMark Licence is terminated it shall immediately stop using the WaterMark on any Products and stop representing itself as having any licence to use the WaterMark;
- Agrees that the Certifying Body may exercise its rights in the manner set out in Appendix 3 of these Rules Governing in the event that the Customer fails to comply with the provisions of this clause.

Note:

In exceptional circumstances where the Product is too small for the application of a WaterMark, the Customer may apply for an exemption to display the WaterMark, to the Certifying Body which may in turn make application for exemption to the Regulatory Authorities.

6.3 Proposed Change to Certified Design and/or Quality Programme

The Customer:

- Will promptly notify the Certifying Body of any proposed modification or change to a Certified Design and will not proceed with any modification or change to the Certified Design without the prior written approval of the Certifying Body;
- Will lodge an Application seeking approval from the Certifying Body in the form required by it for any proposed modification or change to the Certified Design (the current Application Form relating to proposed modifications and changes to a Certified Design is published on the Certifying Body's website www.aga.asn.au, as amended from time to time.);
- In the case of Level 1 Certification will promptly notify the Certifying Body of any proposed modification or change to the Quality Programme where the change could affect compliance with the Quality Programme Requirements, and will not proceed with any modification or change to the Quality Programme, without the prior written approval of the Certifying Body;
- Will provide full assistance and will cooperate with the Certifying Body to enable it to carry out its assessment of the proposed modification or change;
- Will pay the fees and charges of the Certifying Body arising out of the Application (refer to Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.).

The Certifying Body, subject to compliance by the Customer with its obligations:

- Will promptly process any Application received by it relating to any proposed modification or change to a Certified Design in accordance with clause 5 of these Rules Governing;
- In the case of Level 1 Certification, will promptly respond to a notice from the Customer advising the Certifying Body of any intended or proposed modification or change to the Quality Programme where the change could affect compliance with the Quality Programme Requirements;
- Will, where appropriate, issue a replacement Certificate to the Customer, which will be a substitute for the prior Certificate.

6.4 New or Amended Certification Requirements

The Customer

- Will take all necessary steps to remain fully conversant with current Certification requirements relating to the Certified Design including any relevant new or amended Standard requirements and shall lodge an Application with the Certifying Body to address such new and/or amended Certification requirements;
- Will promptly advise the Certifying Body, in writing, of any issues that compromise, or may compromise compliance of the Certified Design with current, amended or new Certification requirements including new or amended Standard requirements;

- Will advise the Certifying Body, in writing, of any intended or proposed modification or change to the Certified Design considered necessary in order to comply with new or amended Certification requirements including new or amended Standard requirements prior to introduction of the modifications or change and shall not undertake any modification or change without the prior written approval of the Certifying Body;
- Will promptly make any changes to the Certified Design as may be required by the Certifying Body as a result of any amended or new Certification requirements including any new or amended Standard requirements;
- In the case of Level 1 Certification, will promptly ensure changes are made to the Quality Programme as may be required by the Certifying Body as a result of any amended or new Quality Programme Requirements;
- In the case of Level 1 Certification, will promptly advise the Certifying Body, in writing, of any issues that compromise, or may compromise compliance of the Quality Programme with current, amended or new Quality Programme Requirements.

The Certifying Body

- Will promptly respond to a notice from the Customer advising the Certifying Body of any intended or proposed modification or change to the Certified Design resulting from amended or new Certification requirements including amended or new Standard requirements, and notify the Customer, in writing, regarding implications for continuance of the Certificate;
- Will, where compliance with new Certification requirements is established to the satisfaction of the Certifying Body, promptly reconfirm in writing, the Certificate.

6.5 Monitoring Audits (Applicable to Level 1 Certification only)

The Customer:

- Will permit, and if not the Manufacturer will ensure permission is granted for, the Certifying Body, or any person authorised by it, to enter upon the Manufacturer's and/or any Sub-Contractor's Premises at all reasonable times for the purpose of conducting an Audit;
- Will ensure assistance and reasonable facilities are provided including the provision of relevant documentation and other information reasonably requested by the Certifying Body or any person authorised by it to enable the Audit to be carried out;
- Will ensure Management Representatives are available to the Certifying Body's representative, at the time of the Audit, to provide the assistance required;
- Will fully co-operate with the Certifying Body's representative or any other person authorised by it and ensure that its staff and any Manufacturer's/Sub-Contractors staff co-operate in like manner;
- Will provide a fluent English translator (interpreter), at its own cost, at the time of the Audit, where the Management Representatives cannot communicate in English, for the purpose of providing a means of communication between the Certifying Body's representative and the Management Representative(s).
- Acknowledges that the Certifying Body will rely upon the accuracy of the information provided to it by the Customer and/or Manufacturer;
- Acknowledges that the Audit process is based on a limited assessment of a representative sample or samples of a Production Unit and a limited review of the Quality Programme;
- Will ensure that appropriate Corrective Action is taken, in a timely and effective manner to rectify any Non-Conformances set out in all Non-Conformance Report(s) as a result of the Audit;
- Acknowledges that failure to rectify the Non-Conformances set out in all Non-Conformance Reports within the prescribed time frame nominated by the Certifying Body could result in suspension or cancellation of the Certificate (refer Appendix 3 of these Rules Governing);
- Authorises the Certifying Body to contact and to discuss with any relevant government and/or regulatory bodies concerned with public safety any perceived or potentially significant safety issue that has been disclosed as a result of an Audit;

- Acknowledges that where a Follow Up Audit is required by the Certifying Body, it must be undertaken within the prescribed time frame advised by the Certifying Body and at the Customer's expense; including but not limited to cases where the Certifying Body has determined that rectification of a Non-Conformance raised can only be verified at the Manufacturer's Premises or at any Sub-Contractor's Premises.
- Acknowledges that the Certifying Body will immediately suspend any Certificate in accordance with Appendix 3 of these Rules Governing, where in the Certifying Body's opinion the Audit reveals a significant Non-Conformance.

The *Certifying Body* subject to compliance by the Customer with its obligations:

- Will, conduct Monitoring Audits, at least annually in accordance with Appendix 4 of this Rules Governing;
- Will, on completion of an Audit, provide the Customer with a report setting out the findings of the Audit, together with any Non-Conformance Report(s);
- Will, in the event that it reasonably believes that a perceived or potentially significant Non-Compliance with the safety intent of any applicable Standards or element of the Quality Program has been identified during an Audit, advise Regulatory Authorities;
- Will conduct a Follow Up Audit, at the Customer's expense, including but not limited to cases where the Certifying Body has determined that rectification of a Non-Conformance raised can only be verified at the Manufacturer's Premises or at any Sub-Contractor's Premises;
- Will suspend or cancel the Certificate in accordance with provisions of clause 8 of these Rules Governing if, in the opinion of the Certifying Body, the variance of any Production Units from the Certified Design and/or the Non-Compliance of any matters in the Quality Programme with the requirements of the Quality Programme Requirements represents, or could reasonably be considered to represent a non-compliance with the safety intent of any applicable Standards and/or other requirements of the Certifying Body and Regulatory Authorities;
- Will immediately suspend any Certificate in accordance with Appendix 3 of these Rules Governing, where in the Certifying Body's opinion the Audit reveals a significant Non-Conformance.

6.6 Random Audits

The *Customer*

- Will arrange permission for the Certifying Body to enter upon the Manufacturer's Premises, and further will ensure access is granted to any Sub-Contractor's Premises for the purpose of conducting an unscheduled and Random Audit, in accordance with clause 6.5 of these Rules Governing, where the Certifying Body believes that any Product with a Non-Compliance may have been, or is being manufactured and distributed.

7 FIELD SAFETY ISSUES (including Safety Notices and Product Recalls)

The *Customer*

- Will advise the Certifying Body & Regulatory Authorities immediately that it becomes aware of any matter which involves or may involve an unsafe or potentially unsafe operation or condition of a Production Unit and/or a Non-Compliance of a Production Unit with requirements of the relevant Standard and will otherwise comply with the Customer's obligations at law;
- Will immediately make available to the Certifying Body all information held by it, which relates to any matter and/or Non-Compliance which involves or may involve an unsafe or potentially unsafe operation or condition of a Production Unit and all remedial actions taken by the Customer to rectify the unsafe or potentially unsafe operation or condition;
- Will fully cooperate with the Certifying Body and authorises the Certifying Body to advise Regulatory Authorities in the event of any matter and/or Non-Compliance which involves or may involve an unsafe or potentially unsafe operation or condition of a Production Unit;

- Will initiate every reasonable action to rectify the matter and/or Non-Compliance which involves or may involve the unsafe or potentially unsafe operation or condition of a Production Unit;
- Will, if directed to do so by Regulatory Authorities, at its own cost, initiate a recall of the Production Units, in the event of any matter and/or Non-Compliance which involves or may involve an unsafe or potentially unsafe operation or condition of a Production Unit for which every reasonable attempt to rectify the unsafe or potentially unsafe operation or condition was unsuccessful;
- Will advise the Certifying Body of any voluntary Product recalls that have been initiated by the Customer.
- Will keep the Certifying Body and Regulatory Authorities informed, in writing, of the recall progress at regular intervals, not exceeding 10 working days;
- Will quarantine all recalled Production Units which involve or may involve an unsafe or potentially unsafe operation or condition and remove the WaterMark from every recalled Production Unit;
- Will meet the costs incurred by the Certifying Body if it, in its absolute discretion, elects to provide resources at the request of the Customer, to facilitate resolution of matters relating to the field safety issue.

The Certifying Body:

- Will, at the request of the Customer, and at the Customer's cost, assist the Customer (subject to compliance by the Customer with these Rules Governing and subject to the availability of the Certifying Body's resources at that time), in facilitating a resolution of the matters relating to any field safety issue if possible;
- Will contact, and cooperate with, Regulatory Authorities in the event that it becomes aware of any matter and/or Non-Compliance, which involves or may involve the unsafe, or potentially unsafe operation or condition of a Production Unit.

8 CERTIFICATION STATUS (Suspension and/or Cancellation)

The Customer:

- Acknowledges and accepts that the Certifying Body may suspend or cancel any one, or more than one Certificate(s) held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 3 of these Rules Governing (and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time).
- Will not claim, imply or infer in any way whatsoever that the Technical Design of any Product is the subject of a Certificate if that Certificate has been suspended or cancelled by the Certifying Body;
- Warrants that it will not market, distribute for sale, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Certificate has been suspended or cancelled by the Certifying Body;
- Will not apply, or permit any other party to apply, in any format or method, the WaterMark to any Product for which a Certificate has been suspended or cancelled by the Certifying Body;
- Authorises the Certifying Body to advise Regulatory Authorities and/or government bodies concerned with public safety of the suspension or cancellation of a Certificate;
- Authorises the Certifying Body to promulgate in such manner and to such parties as it deems appropriate the fact of suspension and/or cancellation of a Certificate;
- Will promptly return to the Certifying Body all Certificates held by the Customer which have been the subject of cancellation by the Certifying Body;
- Acknowledges that cancellation of a Certificate is irrevocable and that a new Application seeking re-Certification must be lodged with the Certifying Body in accordance with the requirements set out in Appendices 1 and 2 and these Rules Governing in the event that the Customer seeks re-Certification;
- May, in writing by its authorised representative, request the Certifying Body to cancel a Certificate;

- Agrees to and accepts the provisions of clause 6 of the WaterMark Licence, a copy which is found in Appendix 7 of these Rules Governing.

The *Certifying Body*:

- May suspend and/or cancel any one, or more than one, Certificate held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 3 of these Rules Governing (and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time);
- May, in the case of suspension of one or more than one Certificate require satisfactory resolution of the matter, before removing the suspension;
- Shall, in a timely fashion, cancel a Certificate upon receipt of a written instruction to do so from an authorised representative of the Customer;
- Shall comply with reporting requirements of Regulatory Authorities and/or government bodies concerned with public safety with respect to the suspension and/or cancellation of a Certificate;
- Will maintain, and publish on the 'WaterMark Register' all current Certifications, suspensions or cancellations;
- Will promulgate in such manner and to such parties, as it deems appropriate, the fact that a Certificate has been suspended or cancelled;
- Will terminate the WaterMark Licence at the same time as a Certificate is cancelled.

9 GENERAL ISSUES

9.1 Confidentiality

The Certifying Body shall keep confidential the Information provided to it by the Customer. This obligation does not apply to Information which is already, or which may appear later, in the public domain, nor does it apply in respect of Information which is requested to be produced by the Courts, Tribunals, Police, Regulatory Authority or other government body concerned with public safety.

9.2 Transfer of Certificate

The *Customer*:

- Will promptly notify the Certifying Body in writing of any proposed Transfer of a Certificate to another party or legal entity (proposed transferee) in accordance with clause 5 of these Rules Governing, and will not infer to any party or legal entity that any such transfer has taken place, without the prior written approval of the Certifying Body;
- Will provide the Certifying Body with all necessary information required by it to enable the processing of the Transfer and will meet the Certifying Body's charges in processing the Transfer (i.e. the administrative fee is set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website, www.aga.asn.au, as amended from time to time.);
- Will ensure that the Customer and/or the proposed transferee execute such documentation as may be required by the Certifying Body to affect any Transfer.

The *Certifying Body*, subject to compliance by the Customer with its obligations:

- Will promptly process any Application received by it relating to any proposed Transfer, in accordance with clause 5 of these Rules Governing, but only if the Customer and proposed transferee are not indebted to the Certifying Body at the time of the Customer making the request and that all charges of the Certifying Body in processing the Transfer have first been received by it.

9.3 Relocation of Premises

The *Customer*:

- Will promptly notify the Certifying Body in writing of any proposed Relocation of the Manufacturer's Premises or of any Sub-Contractor's Premises in accordance with clause 5 of these Rules Governing, and will not advise or infer to any person that any such Relocation has taken place, without the prior written approval of the Certifying Body;
- Acknowledges and agrees the Certifying Body may require additional assessments and/or Audits including, but not limited to, Evaluation Audits and Type Testing as may be required to confirm ongoing Product compliance and provide a degree of assurance that the Quality Programme complies with the Quality Programme Requirements, following any Relocation, all of which will be at the Customer's cost;
- Will ensure that no Production Units are distributed or marked with the Watermark until written authorisation has been given by the Certifying Body following any Relocation.
- Will provide the Certifying Body with all necessary information required by it to enable the processing of all Certification issues relating to any Relocation;
- Will meet the Certifying Body's charges in processing Certification issues relating to any Relocation, which may include, but is not limited to Evaluation Audits and Type Testing (ie the Certifying Body's fees are set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website, www.aga.asn.au, as amended from time to time.);
- Will execute such documentation as may be required by the Certifying Body to before any Relocation can be effective.

The *Certifying Body*, subject to compliance by the Customer with its obligations:

- Will promptly process any Application received by it relating to any proposed Relocation, in accordance with clause 5 of these Rules Governing, but only if the Customer is not indebted to the Certifying Body at the time of the Customer making the request and that all charges of the Certifying Body in processing the Relocation have first been received by it.

9.4 Change of Certifying Body

In the event that the Customer seeks to transfer its business from another Conformity Assessment Body to the Certifying Body;

The *Customer*:

- Will notify the Certifying Body in writing of the Customer's intention of transferring its business to the Certifying Body in accordance with clause 5 of these Rules Governing;
- Shall provide documentation including but not limited to previous audit reports, certificates and test reports, as required by the Certifying Body;
- Acknowledges that the extent of assessments will vary as determined by the Certifying Body, depending on the extent and content of the documentation supplied by the Customer. (ie previous audit reports, certificates and test reports).

The *Certifying Body subject to compliance by the Customer with its obligations*;

- Will promptly process any Application received by it relating to a Customer's intention of transferring its business to the Certifying Body in accordance with clause 5 of these Rules Governing.

Note: Depending on the extent and content of the documentation provided by the Customer (ie previous audit reports, certificates and test reports) the extent of assessments will vary as determined by the Certifying Body.

9.5 Notices

The respective addresses of the Customer and the Certifying Body are the addresses set out on the Application, unless a different address is notified in writing by one party to the other party. These addresses will apply for the serving of notices or other communications and which may be effected by personal delivery or by post, and if by post the date of service shall be deemed to be the day after posting.

9.6 Choice of Law and Jurisdiction

The laws of the State of Victoria govern these Rules Governing. Subject to the dispute resolution process referred to in clause 9.16 of these Rules Governing, the Customer and the Certifying Body agree that the courts of the State of Victoria shall have exclusive jurisdiction to determine any dispute arising out of or relating to these Rules Governing and, for the avoidance of doubt, all disputes shall be issued and determined in Melbourne in the State of Victoria.

9.7 Liability

The Customer shall forever release the Certifying Body, its directors, employees, servants, agents and members and each of them from and forever agrees to indemnify and keep indemnified each of them against all actions, claims, suits, demands, costs and expenses, whether based wholly or partly on the negligence of the Certifying Body, its directors, employees, servants, agents and/or members, in any way arising out of or in connection with the Certifying Body's obligations under these Rules Governing and the Certification process including (but without prejudice to the generality of the foregoing) the following:

- (a) The giving of any assistance and/or advice prior to the time an Application is made;
- (b) The inspection or testing (whether before or after the grant of a Certificate) of any Sample Product, including the giving of any advice and/or assistance during the testing or inspection process;
- (c) Any advice and/or assistance given in the course of or in connection with the testing or inspection of a Sample Product or Production Unit;
- (d) The granting of any Certificate;
- (e) The application of any WaterMark on a Product;
- (f) The installation (in accordance with all applicable Acts and Regulations) of any Production Unit bearing a WaterMark;
- (g) The carrying out of any Audit and any actions undertaken following an Audit;
- (h) The suspension or cancellation of any Certificate or the lifting of a suspension;
- (i) The contacting of Regulatory Authorities or other government bodies concerned with public safety or Product compliance and discussing with those bodies any matters concerning a Sample Product, a Production Unit, a Certified Design, any Audit or a Certificate;

Note: This rule survives termination of, severance of, or amendment of these Rules Governing. For the purpose of this rule "Customer" includes the definition of "Customer" in clause 4 of these Rules Governing and also includes any Customer who has held a Certificate at any time.

9.8 Quality Assurance

As and when requested, information about a Customer's quality management system must be provided, and acceptable, to the Certifying Body before a Certificate may be issued and/or for a Certificate to remain current. In the case of Level 1 Certifications, this includes the Quality Programme relating to the manufacture of the Product as defined in the Quality Programme Evaluation Form. The Customer shall complete, where appropriate, documentation as described in Appendix 1 – Submittal Documentation – of these Rules Governing.

9.9 Severability

Should any part of these Rules Governing be or become invalid, that part shall be severed from these Rules Governing. Such invalidity shall not affect the validity of the remaining rules.

9.10 New Product Authorisations

- a) The routine assessment criteria used by the Certifying Body is generally to assess compliance with requirements published in an applicable Standard. In some cases, however, the Product may incorporate design or technologies, which are not addressed in a Standard and an alternative assessment approach is necessary.

- b) Accordingly, Products with innovative or novel features which do not fit neatly within the parameters of an existing Standard, or are not listed in Table A2.1 of the Plumbing Code of Australia, will be processed in accordance with the requirements set out in the Plumbing Code of Australia.
- c) Products that incorporate features that are not necessarily innovative or novel but for which the assessment necessitates deviation from requirements of the Standard, will be dealt with in accordance with the procedure in paragraph (b) above.

9.11 Reserved Licence Numbers

The Certifying Body will issue the Customer with a reserved licence number at the Application stage provided the Customer's obligations set out in clause 5 of these Rules Governing are satisfied and approved by the Certifying Body. A reserved licence number is issued to enable the Customer to organise tooling and/or print data plates and/or publications and/or other matters relating to marking of Products as soon as possible prior to the issue of a Certificate.

The Customer agrees that any reserved licence number issued to it may be withdrawn by the Certifying Body at any time prior to the issuing of a Certificate.

The Customer agrees that a reserved licence number has no Certification status, does not entitle the Customer to represent that the reserved licence number is a WaterMark Licence Number and agrees that no Product will be sold in or supplied to the marketplace and/or advertised in any document or publication prior to the Certifying Body issuing a Certificate in respect of a Product.

9.12 Certifying Body Non-Standard Expenses/Costs

- a *Recovery of Certifying Body's non-standard expenses/costs:*
From time to time, the Certifying Body may incur non-standard expenses/costs in completing a Certification or providing essential post-Certification services to a Customer. Typically, these expenses/costs would relate to additional audit time, travel and/or accommodation where the Certifying Body has to provide such services in addition to the services included as part of the Certificate annual renewal fees (as set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time).

The Certifying Body will endeavour to minimise non-standard expenses/costs for a Customer by considering appropriate servicing alternatives but, in any case, reserves the right to recover all incurred non-standard expenses/costs from the Customer. The Certifying Body will advise the Customer in writing, of the projected non-standard expenses and the Customer agrees to meet the cost of such expenses as agreed with, and in a manner notified by, the Certifying Body.

- b *Recovery of Certifying Body non-standard resource costs:*
The published standard fees relating to Certification Applications and Audits (the latter incorporated into the annual fee), are based on the Customer providing all necessary documentation, access to Product samples, addressing any identified Non-Conformances and complying with any other Certification requirements expediently and in accordance with the published Certification processes (refer website www.aga.asn.au).

The Certifying Body reserves the right to apply additional charges (based on the relevant published hourly rate) where it is required to apply excessive resources to progress and/or resolve outstanding issues with a Customer. In such cases, the Customer will be formally advised that additional charges are to be applied and the reason for them and the Customer agrees to pay those charges.

9.13 Spot Tests

Spot tests are tests and/or assessments designed to identify and/or help address Non-Compliances with the safety intent of applicable Standards, where such Non-Compliances were identified by means including, but not limited to, field failures, failed Audits and Product complaints. The Customer shall, if requested by the Certifying Body, provide a Production Unit, as selected by the Certifying Body in accordance with clause 5.3 of these Rules Governing, to an Authorised Laboratory and/or Body nominated by the Certifying Body for the purposes of conducting such testing and/or assessments, all at the Customer's expense.

A Production Unit may be selected by the Certifying Body from the open market and forwarded by the Certifying Body to an Authorised Laboratory and/or Body, all at the Customer's expense. The Customer shall also meet all costs arising out of the spot testing.

9.14 Customer Contact Details

The Customer shall keep the Certifying Body fully informed in writing of all relevant contact details necessary for the Certifying Body to satisfactorily administer the Customer's certification (eg name of contact officer, job title, telephone and fax number, etc).

9.15 Non-Technical Modifications

The Customer shall pay the administrative fee set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time, for non-technical modifications that require the re-issue of documentation or amendment of Information provided to it by the Certifying Body.

9.16 Dispute Resolution Process

The Certifying Body encourages Customers to resolve disputes at the local level with staff of the Certifying Body.

If such dispute cannot be resolved at the local level then the Customer may refer the dispute to the General Manager. The General Manager will attempt to resolve the dispute with the General Manager's counterpart in the Customer's organisation.

If the dispute cannot be resolved at General Manager level, a formal dispute process may be commenced by the Customer. That process is published on the Certifying Body's website www.aga.asn.au, as amended from time to time.

Note:

- a. The dispute resolution process does not prevent the Certifying Body from exercising any of its rights or obligations under these Rules Governing at any time.
- b. The Customer has the right at any time to seek certification otherwise than through the Certifying Body.

9.17 Reservation of Certifying Body's Rights

Notwithstanding any other provision of these Rules Governing, the Certifying Body reserves the right in its absolute discretion to decline to accept any new Application or to terminate an existing Application at any time prior to issue of a Certificate.

9.18 Certificate – Duration and Renewal

Subject to ongoing compliance with requirements of the WaterMark Certification Scheme and these Rules Governing, a Certificate may be renewed, in the case of Level 1 Certification, every five years and, in the case of Level 2 Certification, every 3 years from the date of the Certificate.

Approximately six months prior to the expiry date of a Certificate the Certifying Body may request product covered by the Certificate to undergo specified Type Testing in order to verify ongoing compliance of the Product with the applicable Standard. This testing will be at the Customer's expense and the process will be in accordance with clauses 5.1, 5.3, 5.4 and 5.5 of these Rules Governing. A Certificate will not be renewed until (i) the Type Testing requested by the Certifying Body has been satisfactorily completed at the Customer's expense and approved in writing by the Certifying Body, and (ii) the Customer pays all relevant fees in full to the Certifying Body.

If an existing Test Report is less than five years old, additional Type Testing may not be required, if so determined by the Certifying Body, and advised in writing by the Certifying Body to the Customer.

9.19 Customer Supplied Product

Where a Customer supplies the Certifying Body with a Sample Product, and does not formally specify at the time of supply that it wishes for the Sample Product to be returned to it in due course, the Certifying Body reserves the right to dispose of the Sample Product at a time and manner of its choosing and without further advice to the Customer. The Customer warrants that, if requested, it will reimburse the Certifying Body for any associated disposition costs incurred by the Certifying Body.

10 APPENDICES

APPENDIX 1: SUBMITTAL DOCUMENTATION

Submittal documentation required by the Certifying Body before it can commence the Certification assessment process, must include all of the following:

1. A completed *Application for Certification of Plumbing Products Form (for Watermark - AGA Reference QF 739)* signed by an authorised employee of the Customer;
2. Payment of the applicable fees and charges as set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time.
3. A completed *Request For Approval of a Marking Method Form (QF 740)*, which details the format and method of applying the WaterMark to Production Units. The WaterMark may be moulded, cast, etched, ink printed, embossed, labelled, painted, stamped, or laser printed on Production Units to produce the desired effect. The Request For Approval of a Marking Method will be reviewed by the Certifying Body, which will advise the Customer in writing if it accepts the format and method proposed.
4. Product Specifications which clearly identify the Product proposed to be covered by the Certificate which must include the following applicable documentation:
 - i. A list of Product brands, models, sizes, connection details (e.g.. BSP 1/2 " thread inlet) and other information applicable to the type of Product (e.g. maximum working pressure (MWP), colour, spring sizes, finishing and electrical ratings);
Note: This shall be shown in table and/or legend format.
 - ii. Colour photographs of some of the variations listed in (i) above which should also include photographs of the Products disassembled. Note: The number of photographs shall be sufficient to clearly identify the Product and all various combinations;
 - iii. Bill of Materials listing each component part of the Product, including (i) chemical/metallurgical composition of components in contact with Drinking Water, (ii) applicable Standard for each item. (The Bill of Materials should clearly identify the materials in contact with Drinking Water)
 - iv. A3 or preferably A4 size:
 - (a) Assembly drawings, and;
 - (b) Fully dimensioned technical engineering drawings sufficient to identify the Product and its various combinations (brands, models, sizes, connection details etc.);Note 1: An index referencing all of the technical drawings is required
Note 2: All the drawings should be page numbered for easy reference.
Note 3: Provide only one copy of each technical drawing and clearly indicate its reference number in assembly drawing(s).
 - v. Instructions relating to installation, operation and maintenance/service applicable to the Product;
 - vi. Manufacturer's Warranty applicable to the Product
 - vii. A general engineering written description covering technical Information mentioned above and the intended use of the Product. This description should also include technical Information not mentioned above such as electrical hardware/components and software features of the Product;
 - viii. Product Brochures (if available).
5. For Level 1 Certification only:

A completed Quality Programme Evaluation Form, (refer to document QF 745) together with:

 - i. A copy of the current organisation chart (or similar), which clearly shows the relationship of persons within the Manufacturer's organisation (i.e. executive, administrative and supervisory, Management Representatives, production floor staff positions)
 - ii. A copy of the manufacturing flow chart detailing all the necessary steps in the production process referencing all of the following:
 - (i) All the manufacturing processes undertaken (e.g. assembly, coating etc.)

- (ii) All inspection and tests as required in applicable Standards, Inspection and Test Plan and internally determined to ensure each Production Unit complies with the Certified Design. Any inspection and/or tests performed externally shall be clearly identified.
 - (iii) WaterMark application onto Product
 - (iv) Conducting of final inspection of Production Units.
 - iii A copy of the Quality Policy which should include a statement which reflects the Manufacturer's intention of manufacturing Products to comply with the applicable Standard.
 - iv Responsibilities and authorities of the Management Representatives
 - v Any other relevant Quality Programme documentation required in the Quality Programme Evaluation Form.
6. Any other Information the Customer wishes the Certifying Body to consider in its Certification assessment.

Notes:

- a) *The Customer is responsible for ensuring submittal documentation is consistent with any specification requirements described in the Standard applicable to the Sample Product and must be acceptable to the Certifying Body.*
- b) *Applications received without the necessary supporting documentation and payment (as described above) may be rejected and returned to the Customer.*
- c) *Customers are advised to refer to the AGA's website (www.aga.asn.au) or the AGA Office (tel: +61 3 9580 4500) to obtain the current versions of Forms and the Fee Schedule.*

APPENDIX 2: PRICING STRUCTURE

Certification Fees (Watermark Level 1)

APPLICATION - <u>SUBMISSION FEE</u>	\$ 1,200	<input type="checkbox"/> File preparation / handling and storage <input type="checkbox"/> Allocation of dedicated AGA Certification Co-ordinator and support team. <input type="checkbox"/> Review of submission & supporting documentation <input type="checkbox"/> Review of test reports <input type="checkbox"/> General administration. <input type="checkbox"/> Pre & post-audit related activities e.g. planning, management, reporting, record keeping etc <input type="checkbox"/> On-site Evaluation Audit <input type="checkbox"/> Report issue
APPLICATION - <u>EVALUATION AUDIT</u> RELATED COSTS – see notes 1 & 2	\$ 760 per day	
<u>ANNUAL CERTIFICATION FEE</u> (INCLUDES MONITORING AUDIT) – see note 2	\$ 1500	<input type="checkbox"/> General administration <input type="checkbox"/> On-gong certification & file maintenance / management <input type="checkbox"/> One Monitoring Audit day for one site covering one certification. <input type="checkbox"/> Report Issue
<u>TRAVEL RELATED COSTS</u> (where applicable) – see note 3	AT COST – Quote to be provided	<input type="checkbox"/> Travel costs are direct costs associated with audit work that is required at a manufacturing site and include travel costs / time, accommodation and related expenses.
OTHER - <u>ADMIN FEES</u>	\$ 100 per hour – Members \$ 150 per hour - Non-members [Minimum \$300]	<input type="checkbox"/> Administration changes of a non-technical nature (such as changes to particulars etc)
OTHER - <u>TECHNICAL FEES</u>	\$ 100 per hour – Members \$ 150 per hour - Non-members [Minimum \$500]	<input type="checkbox"/> Product design variation <input type="checkbox"/> Additions of new product(s) to certificate <input type="checkbox"/> Changes to QMS affecting product <input type="checkbox"/> Extended audit time requirements. <input type="checkbox"/> Non-standard / extended technical review of submission documentation or follow-up work <input type="checkbox"/> Review of additional test reports

Notes

- Typically, EVALUATION AUDITS (conducted pre-certification) take 2 days for on-site work and around 1/2 day for pre & post-audit activities.
- Where audits relating to more than one certification at the same manufacturing site can be arranged at the same time, the audit related costs would be significantly reduced by combining common aspects of the audit. In such cases, AGA will provide a quote to reflect these savings.
- Where possible, AGA will share travel costs with multiple clients to reduce costs. This will, of course, depend on the time of the Application and AGA work activities in the same region.
- Figures do not include GST
- Payment is to be made within 30 days from date on invoice
- The annual certification fee will be invoiced on the 1st July each year.
- The first year's annual certification fee will be calculated on a pro rate basis from the time of issue of the certificate to the end of the current financial year.
- For AGA membership details refer to www.aga.asn.au or contact AGA

Certification Fees (Watermark Level 2)

APPLICATION - <u>SUBMISSION FEE</u>	\$ 1,200	<input type="checkbox"/> File preparation / handling and storage <input type="checkbox"/> Allocation of dedicated AGA Certification Co-ordinator and support team for life of certificate <input type="checkbox"/> Review of submission & supporting documentation. <input type="checkbox"/> Review of test reports
<u>CERTIFICATION RENEWAL FEE</u> (AFTER 3 YEARS)	\$ 700	<input type="checkbox"/> On-gong certification & file maintenance / management. <input type="checkbox"/> Review of type test report currency and re-issue certificate for a further 3 years (NB. Also refer to <i>Other – Technical Charges</i> , if appropriate)
OTHER - <u>ADMIN FEES</u>	\$ 100 per hour – Members \$ 150 per hour Non-members [Minimum \$300]	<input type="checkbox"/> Administration changes of a non-technical nature (such as changes to particulars)
OTHER - <u>TECHNICAL FEES</u>	\$ 100 per hour – Members \$ 150 per hour Non-members [Minimum \$500]	<input type="checkbox"/> Product design variation <input type="checkbox"/> Additions of new product(s) to certificate. <input type="checkbox"/> Changes to QMS affecting product <input type="checkbox"/> Non-standard / extended technical review of submission documentation or follow-up work. <input type="checkbox"/> Review of additional test reports <input type="checkbox"/> On-site inspection work

Notes

- Figures do not include GST
- Payment is to be made within 30 days from date on invoice
- For AGA membership details refer to www.aga.asn.au or contact AGA

APPENDIX 3: CERTIFICATION STATUS CHANGE

Suspension

The Certifying Body may suspend a Certificate for such period as determined at the sole discretion of the Certifying Body when:

- In the opinion of the Certifying Body, continuance of a Certificate may result in a significant or potentially significant threat to public or consumer safety;
- The Customer fails to rectify any matters set out in Non-Conformance Reports as a result of any Audit, customer complaint or any Product found with a Non-Compliance which is intended for distribution and/or sale or disposal for gain or otherwise or which is distributed for sale or disposal for gain or otherwise, within the timetable determined by the Certifying Body;
- The Customer fails to meet one or more than one of the Customer's obligations under these Rules Governing, including failing to provide access for Audits to enable an Audit to be undertaken properly, or failing to provide a Sample Product to the Certifying Body when reasonably requested;
- Failing to comply with any one or more of the Certifying Body's WaterMark requirements, including any one or more of the WaterMark Licence provisions and/or the Rules;
- The Manufacturer's Premises Relocates, and the WaterMark continues to be applied on Products which are intended for distribution and/or sale or disposal for gain or otherwise or which is distributed for sale or disposal for gain or otherwise, without first having notified the Certifying Body, in writing and obtained its approval in writing;
- The Customer fails to fulfil its financial obligations to the Certifying Body with respect to fees and charges payable in accordance with Appendix 2 of these Rules Governing, as amended from time to time;
- A request to suspend a Certificate is received from a Regulatory Authority or other government body.

Notwithstanding the above, the Certifying Body will immediately suspend a Certificate in cases where it becomes aware of a Product Non-Compliance that will or may, in the opinion of the Certifying Body, affect safety and/or safety related performance. Examples of reasons for immediate suspension of a Certificate include, but are not limited to, Non-Compliances relating to the following:

- Product bearing the WaterMark that is not the subject of a Certificate and for which a Certificate has not been issued;
- The making of installation and/or operating instruction changes without first obtaining the written approval of the Certifying Body;
- Modification to the Certified Design, without first obtaining the written approval of the Certifying Body;
- Failure to comply with any rectification programme and timetable which may be provided to the Customer by the Certifying Body following identification of a Non-Conformance;
- The Customer fails to comply with any one or more of the provisions of clause 6.2 (Marking of Production Units) of these Rules Governing and/or any one of the provisions of the WaterMark Licence (Refer to Appendix 7 of these Rules Governing).

Cancellation

- The Certifying Body will cancel a Certificate on receipt of a written application from the Customer requesting the cancellation of the Certificate;
- The Certifying Body will not, except in exceptional circumstances, cancel a Certificate, without first suspending the Certificate and affording the Customer reasonable opportunity to fulfil the Customer's obligations under these Rules Governing;

Notwithstanding the foregoing, the Certifying Body:

- May cancel a Certificate and advise Regulatory Authorities when, in the opinion of the Certifying Body, continuance of the Certificate may result in a significant, or potentially significant threat to public or consumer safety;
- May cancel a Certificate, together with any other Certificate held by the Customer, in circumstances in which the Customer fails to fulfil its financial obligations to the Certifying Body with respect to fees and charges payable in accordance with Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time;
- May cancel a Certificate upon receiving a request or order from an Australian Court of Law, Regulatory Authority or other government body;
- May cancel a Certificate when the Customer fails to meet one or more than one of the Customer's obligations as described in these Rules Governing;
- May cancel a Certificate if the Customer fails to comply with any obligations of the Customer under the WaterMark Licence (refer to Appendix 7 of these Rules Governing).

General Notes:

Note 1: *It is a requirement of Regulatory Authorities that they be advised when a Certificate has been suspended or cancelled, including the reasons and circumstances that lead to the suspension or cancellation of the Certificate. The Certifying Body will comply with such requirement.*

Note 2: *For the avoidance of doubt, the WaterMark Licence will be:*

- a) Terminated in the event that a Certificate is cancelled and the Customer must forthwith cease to apply the WaterMark from the date of cancellation, and;*
- b) Suspended in the event that a Certificate is suspended and the Customer must forthwith cease to apply the WaterMark from the date of suspension.*

Note 3: *The cancellation of a Certificate is irrevocable and Customers would need to reapply for certification in accordance with Clause 5 of these Rules Governing.*

APPENDIX 4: AUDITS (Applicable to Level 1 Certification only)

Purpose

- To provide a degree of assurance that Production Units continue to be manufactured in accordance with the Certified Design, and;
- To provide a degree of assurance that the Quality Programme addresses the questions set out in the Quality Programme Evaluation Form to satisfactorily demonstrate compliance with the Quality Programme Requirements, and;
- To help ensure the Certified Design is reviewed in light of new or changed Certification requirements.

Audit Limitations

- The Audit process is routinely based upon a selective review of a single (or restricted number) of Production Units and restricted number of elements comprised in the Quality Programme;
- Audits are conducted at the Manufacturer's Premises and at any Sub Contractor's Premises and may, amongst other activities, involve the use of the Manufacturer's or Sub-Contractor's in-house calibrated test equipment;
- The Audit process is both random and selective and is based on a limited, visual, assessment of a representative sample or samples of a Production Unit selected from production or storage at the Manufacturer's Premises and a review of a limited number of documents, records and other elements comprised in the Quality Programme.

Audit Principles

- The Certifying Body reserves the right to conduct Audits on randomly selected Production Units and documentation, records and other elements comprised in the Quality Programme when it sees fit;
- It is intended that Audits should be conducted on an annual basis and pre-arranged with the Customer;
- An Audit is (i) a visual comparison of Production Units with the associated Certified Design and the current requirements prescribed in applicable Standard(s), and (ii) a review of a limited number of documents, records and other elements comprised in the Quality Programme to provide a degree of assurance of ongoing compliance with the Quality Programme Requirements;
- Audits may not necessarily cover all features, versions or components of the Certified Design or documents, records and other elements comprised in the Quality Programme but should (over time) cover most of them;
- Irrespective of the nature, severity or cause, the Certifying Body's representatives will report all Audit Non-Conformances disclosed by the Audit to the Certifying Body;
- Audit fees payable by the Customer take into account audit time spent at the Manufacturer's Premises and/or any of its Sub-Contractors Premises plus a reasonable estimate of time required to report on the audit, complete pre/post Audit administrative functions and any travel-related costs;
- The Certifying Body may recover from the Customer non-standard expenses incurred by it arising from an Audit;
- For a Certificate to remain current, the Customer must pay the required annual certification fee by the due date (as set out in Appendix 2 of these Rules Governing and also published on the Certifying Body's website www.aga.asn.au, as amended from time to time) and, at all reasonable times, permit or arrange permission for the Certifying Body to enter upon the Customer's/Manufacturer's Premises and must ensure access is granted to any Sub-Contractor's Premises for the purpose of conducting an Audit.
- The Certifying Body will suspend the Certificate for any Audit Non-Conformances that, in the opinion of the Certifying Body, may represent a significant safety problem because of Non-Compliance with the safety intent of (i) any applicable Standards relating to a Production Unit and/or, (ii) any Quality Programme Requirements relating to the Quality Programme. Such

suspension shall remain in force until such time as the Certifying Body advises the Customer otherwise in writing;

- Where, in the opinion of the Certifying Body, a routine Monitoring Audit is unable to adequately confirm continued compliance with current Certification requirements, and where it has reason to suspect a significant Non-Compliance may exist, the Customer agrees to submit a Production Unit, selected by the Certifying Body as described in 5.2 of these Rules Governing, for Type Testing, by an Authorised Laboratory, and further agrees that it will be at the Customer's expense;
- Where no Production Unit relating to a Certification has been assessed in an Authorised Laboratory, for a period exceeding 5 years from the date of the previous Type Testing, the Certifying Body may request appropriate re-Type Testing, by an Authorised Laboratory, and the Customer agrees to comply with such request and further agrees that it will be at the Customer's expense.

APPENDIX 5: LIST OF AUTHORISED LABORATORIES

The list of Australian laboratories that are acceptable to the Certifying Body can be found on www.nata.com.au for the relevant Standard.

Note: Please contact the Certifying Body's Office for further information.

APPENDIX 6: LIST OF COMMONLY USED STANDARDS

The following is a non-exhaustive list of the most commonly used Standards that relate to specific Products submitted to the Certifying Body for Certification purposes. Please refer to AS 5200.000 "Technical specification for plumbing and drainage products" for the full list of Standards.

AS	
1172	Water closets of 6/3 L capacity
1172.1	Part 1: Pans
1172.2	Part 2: Cisterns
1357	Valves primarily for use in heated systems
1357.1	Part 1: Protection valves
1357.2	Part 2: Control valves
1432	Copper tubes for plumbing, gasfitting and drainage applications
1589	Copper and copper alloy waste fittings
1628	Water supply—Metallic gate, globe and non-return valves
1631	Cast grey and ductile iron non-pressure pipes and fittings
1646	Elastomeric seals for waterworks purposes
1646.1	Part 1: General requirements
1646.2	Part 2: Material requirements for pipe joint seals used in water and wastewater applications—Specifies by prescription formulation
1646.3	Part 3: Material requirements for pipe joints seals used in water and wastewater applications with the exception of natural rubber and polyisoprene compounds
1910	Water supply—Float control valves for use in hot and cold water
2419	Fire hydrant installations
2419.2	Part 2: Fire hydrant valves
2419.3	Part 3: Fire brigade booster connections
2492	Cross-linked polyethylene (PE-X) pipe for hot and cold water applications
2537	Mechanical jointing fittings for use with cross-linked polyethylene (PE-X) pipe for hot and cold water applications
2638	Gate valves for waterworks purposes
2638.1	Part 1: Metal seated
2638.2	Part 2: Resilient seated
2887	Plastic waste fittings
3494	Bidettes and bidets
3495	Authorization requirements for plumbing products—Stainless steel non-pressure pipes and fittings
3498	Authorization requirements for plumbing products—Water heaters and hot water storage tanks
3517	Capillary fittings of copper and copper alloy for non-pressure sanitary plumbing applications
3571	Glass filament reinforced thermosetting plastics (GRP) pipes—Polyester based—Water supply, sewerage and drainage applications
3688	Water supply—Copper and copper alloy body compression and capillary fittings and threaded-end connectors
3795	Copper alloy tubes for plumbing and drainage applications
4032	Water supply—Valves for the control of heated water supply temperatures
4032.1	Part 1: Thermostatic mixing valves—Materials design and performance requirements
4032.2	Part 2: Tempering valves and end-of-line temperature-actuated devices
4139	Fibre-reinforced concrete pipes and fittings
4176	Polyethylene/aluminium and cross-linked polyethylene/aluminium macro composite pipe systems for pressure applications
4181	Stainless steel clamps for waterworks purposes
4441	Oriented PVC (PVC-O) pipes for pressure applications
4794	Non-return valves—Swing check and tilting disc
4796	Water supply—Metal-bodied and plastic-bodied ball valves for property service connection

AS/NZS	
1260	PVC-U pipes and fittings for drain, waste and vent application
1477	PVC pipes and fittings for pressure application
2642	Polybutylene pipe systems
2642.2	Part 2: Polybutylene (PB) pipe for hot and cold water applications
2642.3	Part 3: Mechanical jointing fittings for use with polybutylene (PB) pipes for hot and cold water applications
2845	Water supply—Backflow prevention devices
2845.1	Part 1: Materials, design and performance requirements
2845.2	Part 2: Air gaps and break tanks
3497	Drinking water treatment units—Plumbing requirements
3499	Flexible tube connectors for water supply
3518	Acrylonitrile butadiene styrene (ABS) pipes and fittings for pressure applications
3662	Water supply—Water efficient mains pressure shower spray heads
3718	Water supply—Tap ware
3879	Solvent cements and priming fluids for use with unplasticized PVC (uPVC) pipes and fittings
3982	Urinals
4129	Fittings for polyethylene (PE) pipes for pressure applications
4130	Polyethylene (PE) pipes for pressure applications
4327	Metal-banded flexible couplings for low-pressure applications
4765	Modified PVC (PVC-M) pipes for pressure applications
4936	Air admittance valves (AAVs) for use in sanitary plumbing and drainage systems
ATS	
5200.004	Part 004: Flushing cisterns
5200.006	Part 006: Reflux valves, sewerage
5200.007	Part 007: Water hammer arrestors
5200.012	Part 012: Control/isolating valves
5200.014	Part 014: Jointing materials
5200.016	Part 016: Cistern inlet valves
5200.017	Part 017: Cistern outlet valves
5200.020	Part 020: Flushing valves for water closets and urinals—For use with mains supply
5200.021	Part 021: Flushing valves for water closets and urinals—For use with break tank supply
5200.026	Technical Specification for plumbing and drainage products - Cold water storage tanks
5200.028	Part 028: Commercial food waste disposal units (FWDU)
5200.030	Part 030: Solenoid valves
5200.033	Part 033: Spraying apparatus/dispensing units with the option of chemical additions—Hose connected
5200.037	Part 037: Flow controllers
5200.037.2	Technical Specification for plumbing and drainage products - Flow controllers - For use in heated or cold water plumbing systems
5200.040	Part 040: Waste pipe connection outlets and gratings, separate or integral
5200.042	Part 042: Roll-grooved jointing systems
5200.046	Part 046: Diversion systems—Wash down and first flush
5200.047	Part 047: Self-sealing traps
5200.050	Technical Specification for plumbing and drainage products - Prefabricated bathroom modules
5200.051	Technical Specification for plumbing and drainage products - Bidet douche seats
5200.052	Part 052: Valving system pressure limiting
5200.101	Part 101: Appliances (low risk)
5200.103	Part 103: Water treatment systems (other than those specified in AS/NZS 3497)
5200.104	Part 104: Appliances (miscellaneous)
5200.105	Part 105: Appliances—Beverage dispensers and icemakers

5200.420	Technical Specification for plumbing and drainage products - Trap-priming valves
5200.453	Part 453: Heated water systems—Thermostatic circulation valve
5200.458	Part 458: Universal transition fitting
5200.459	Part 459: Waterless urinals—Wall hung (Level 1)
5200.460	Part 460: Grey water diversion valve assembly
5200.461	Part 461: Stainless steel tubes and mechanical compression fittings for pressure applications
5200.462	Part 462: Rainwater tank connection valve
5200.463	Part 463: Positive air pressure attenuator
5200.464	Part 464: Hot water manual or sensor-activated pumping systems
5200.466	Part 466: Rainwater tank connection devices
5200.467	Part 467: Rainwater tank connection valve
5200.468	Part 468: Thermostatic controlled circulation valves
5200.471	Technical specification for plumbing and drainage products - Stainless steel tubes and mechanical compression fittings for pressure applications - Alternative systems
EN	
877	Cast iron pipes and fittings, their joints and accessories for the evacuation of water from buildings—Requirements, test methods and quality assurance
295	Vitrified clay pipes and fittings and pipe joints for drains and sewers (all parts)
ISO	
15874-1	Plastics piping systems for hot and cold water installations—Polypropylene (PP) Part 1: General

APPENDIX 7: "WATERMARK" LICENCE ISSUES

The WaterMark Licence (Agreement For The WaterMark Certification Trade Marks)

BACKGROUND

- A. Standards Australia is the owner of the WaterMark Certification trade marks and has granted the Certifying Body the right to authorise the use of the WaterMark.
- B. The Customer wishes to be able to use the WaterMark on certain water supply, sewerage, plumbing or draining products.
- C. The Certifying Body agrees to authorise the Customer to use the WaterMark in accordance with the terms of the WaterMark Licence and the requirements set out in these Rules Governing.

1. AGREED TERMS

DEFINED TERMS

Terms with capitals bear the same meaning as those defined in clause 4 of this Rules Governing.

2. GRANT OF LICENCE

2.1 LICENCE

The Certifying Body grants the Customer a non-transferable, non-exclusive licence to use the WaterMark (in accordance with the Approved Marking Method) as a Certification trade mark in Australia for as long as the Certificate is current in connection with only those Products that are the subject of a Certificate, in accordance with the terms and conditions set out in the WaterMark Licence and any other terms and conditions set out in these Rules Governing.

2.2 STANDARDS AUSTRALIA REMAINS THE OWNER

- (a) The Customer acknowledges and agrees that Standards Australia is the owner of all rights, title and interest in the WaterMarks and the associated goodwill.
- (b) Standards Australia will have the sole right to institute any infringement proceedings in respect of the WaterMarks.

2.3 PROTECTION OF WATERMARKS

The Customer must not at any time after the issuing of a Certificate:

- (a) Register or attempt to register or use as a trade mark any of the WaterMarks or any device or word substantially identical with or deceptively or confusingly similar to any of the WaterMarks; or
- (b) Oppose or contest the validity of any application for registration or registration of the WaterMarks by Standards Australia or any of its Related Bodies Corporate.

3. TERM

The WaterMark Licence will commence on the date of issue of a Certificate and terminate upon cancellation of that Certificate subject always to clause 6 (a), (b) or (c) of the WaterMark Licence.

4. CUSTOMER'S OBLIGATIONS

4.1 COMPLIANCE WITH RULES

The Customer must comply with:

- (a) The terms of the WaterMark Licence;

- (b) The Rules as they relate to a Customer or the use of the WaterMarks (including ensuring that Products for which a Certificate has been issued comply with applicable Standards and compliance with the dispute settlement procedures set out in the Rules); and
- (c) Any instructions, requirements, directions and specifications of Standards Australia or the Certifying Body from time to time with respect to the use of the WaterMarks.

4.2 CONDITIONS OF USE

The Customer must:

- (a) only apply the WaterMark to Products for which a Certificate has been issued.
- (b) not apply the WaterMark in a way that might be misleading or deceptive;
- (c) if requested by the Certifying Body or Standards Australia, promptly submit for inspection samples of the Products and materials on which it has applied the WaterMark;
- (d) keep and maintain accurate records and documents to show that it is complying with its obligations under the WaterMark Licence;
- (e) if requested by the Certifying Body or Standards Australia, ensure they are promptly granted access to the Manufacturer's and/or any Sub-Contractors Premises and/or records and documents (including copies of the records and documents) to see if the Customer is complying with its obligations in relation to the use of the WaterMarks; and
- (f) provide all assistance and Information as may be required by the Certifying Body or Standards Australia in relation to the WaterMarks.

5. FEES AND PAYMENT TERMS

The Customer must pay the Certifying Body the fees in accordance with the payment terms, set out in Appendix 2 of these Rules Governing.

6. TERMINATION

- (a) The WaterMark Licence automatically terminates when the agreement between Standards Australia and the Certifying Body is terminated for any reason.
- (b) The Customer may terminate the WaterMark Licence by giving the Certifying Body 30 days' written notice of its intention to do so and the relevant Certificate in respect of a Product will be terminated on that date.
- (c) The Certifying Body may terminate the WaterMark Licence immediately if the Customer breaches any of the provisions of the WaterMark Licence or provisions of clause 6.2 of these Rules Governing.
- (d) The WaterMark Licence immediately terminates if a Certificate is cancelled for any reason.
- (e) In the event that the WaterMark Licence is terminated under sub-clause (a) of clause 6 of the WaterMark Licence, the Certifying Body will use reasonable endeavours to assist the Customer to transfer the Products the subject of a Certificate which must be cancelled following operation of sub-clause (a) to another Conformity Assessment Body. The Customer agrees that it shall bring no action or claim against the Certifying Body if the WaterMark Licence is terminated under sub-clause (a), and indemnifies and holds harmless the Certifying Body from any such actions or claims.

7. CONSEQUENCES OF TERMINATION

- (a) The Customer must stop using the WaterMark on any Products and stop representing itself as having any licence to use the WaterMark immediately once the WaterMark Licence is terminated.
- (b) In the event that the WaterMark Licence is terminated under clause 6(a), the Certifying Body must repay the Customer any unused portion of the fees paid by the Customer under clause 5 of the WaterMark Licence.

8. GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State. For the avoidance of doubt, all legal claims and actions shall be instituted and determined in Melbourne in the State of Victoria.

APPENDIX 8: RULES FOR THE WATERMARK CERTIFICATION TRADE MARKS

Note: Words in this document bear the meanings attributed to them in this document.

1. INTRODUCTION

- (a) The WaterMark is a certification trade mark owned by Standards Australia Limited (ABN 85 087 326 690) ("Standards Australia"). Standards Australia is an Australian public company limited by guarantee.
- (b) The WaterMark is used in relation to water supply, sewerage, plumbing and drainage goods ("Plumbing Products" or "Products"). The plumbing industry in Australia supports the use of the WaterMark which, when used properly, is an excellent way of helping Australian consumers be confident about the quality of the Plumbing Products to which the WaterMark is applied.
- (c) Use of the WaterMark is not limited to goods manufactured in Australia and, subject to these Rules, it may be used on goods that are manufactured outside Australia.
- (d) Standards Australia does not grant licenses for the use of the WaterMark directly to users (including manufacturers) of the WaterMark (each an "Approved User"). Instead, it enters into an agreement ("Approved Certifier Agreement") with certifiers who have been approved by Standards Australia (each an "Approved Certifier") and grants them the right to enter into licence agreements directly with Approved Users for the use of the WaterMarks in accordance with the terms of the Approved Certifier Agreement (which also sets out minimum terms that must be included in the agreement between Approved Certifiers and Approved Users ("Approved User Agreement")) and these Rules.

2. APPLICABLE SPECIFICATIONS

- (a) "Applicable Specifications" means those documents (like standards, industry schemes and codes) that contain specifications and requirements for Plumbing Products that Standards Australia allows certified compliance with which to be signified by use of the WaterMark and includes the Manual of Authorisation Procedures for Plumbing and Drainage Products (MP52), AS 5200 - (Technical specification for plumbing and drainage products) and the Plumbing Code of Australia.
- (b) Applicable Specifications will be made available for public inspection during business hours at the head office of Standards Australia and by each of the Approved Certifiers of the WaterMark, on request.

3. APPROVED CERTIFIERS

- (a) Standards Australia will approve certifiers and grant Approved Certifiers the right to grant licences for the use of the WaterMark if it is satisfied that the certifier:
 - i Is capable of granting licences for the use of the WaterMark and ensuring that the WaterMark is used by Approved Users in accordance with these Rules, the terms of the Approved User Agreement and any reasonable directions that may be given by Standards Australia in relation to the WaterMark from time to time;
 - ii Is able to pay all fees and royalties to Standards Australia by the due dates;
 - iii Has, and will maintain, accreditation for the certification of Plumbing Products with the Joint Accreditation System for Australia and New Zealand ("JAS-ANZ") or an accreditation body that has either a bilateral or multilateral recognition arrangement or agreement with JAS-ANZ; and
 - iv Will enter into and comply with the terms of the Approved Certifier Agreement and these Rules.
- (b) All Approved Certifiers must enter into and comply with an Approved Certifier Agreement with Standards Australia.
- (c) Standards Australia will keep and maintain a list of all Approved Certifiers of the WaterMark. Standards Australia will provide details of Approved Certifiers of the WaterMark or make a list of all Approved Certifiers of the WaterMark available for public inspection during business hours at the head office of Standards Australia, on request.

4. APPROVED USERS

- (a) Any person who wishes to be an Approved User of the WaterMark may apply to an Approved Certifier of the WaterMark, in accordance with the procedures of the Approved Certifier.
- (b) An Approved Certifier will grant an applicant the right to use the WaterMark if it is satisfied that the applicant:
 - i Is capable, in relation to Plumbing Products in connection with which use of the WaterMark is sought, of providing such Products certified as complying with Applicable Specifications;
 - ii Is able to pay all fees and royalties to the Approved Certifier by the due dates; and
 - iii Will enter into, and comply with the terms of, the Approved User Agreement and these Rules.
- (c) All Approved Users must enter into and comply with an Approved User Agreement with an Approved Certifier.
- (d) Each Approved Certifier must keep and maintain a list of all current users approved by the Approved Certifier, any identification number of the Approved User and details of licensed Plumbing Products, and make this list available for public inspection during business hours at the office of the Approved Certifier, on request.
- (e) Where possible, the WaterMark must be displayed together with information (for example a licence or reference number) that will enable Standards Australia to determine the identity of the Approved User who applied the WaterMark.

5. CONDITIONS OF USE

- (a) As noted above, the WaterMark is important and Standards Australia is committed to safeguarding the integrity, validity and its ownership of the WaterMark. Standards Australia is not a user of the WaterMark and does not intend to use the WaterMark.
- (b) It would be contrary to the public interest and to the interests of Standards Australia, Approved Certifiers and Approved Users if licensing of the WaterMark by Approved Certifiers and use by Approved Users put at risk the integrity, validity and Standards Australia's ownership of the WaterMark.
- (c) From time to time, therefore, Standards Australia may, for the purpose only of maintaining the integrity, validity or its ownership of the WaterMark, by written notification, public notice or otherwise, give reasonable notice of directions to any Approved Certifier or Approved User (or all or any group of them) as to the manner of licensing or use of the WaterMark, and Approved Certifiers and Approved Users to which the directions apply must comply with them.

6. DISPUTE SETTLEMENT

- (a) If an applicant or Approved User is dissatisfied with a decision of an Approved Certifier to refuse to certify Products or to refuse to allow the use of the WaterMark and wants the Approved Certifier to reconsider its decision, it must do so in accordance with the review procedures of the Approved Certifier.
- (b) If an applicant or Approved User is still dissatisfied with such a decision of the Approved Certifier, it may, after it has exhausted all rights of review under the Approved Certifier's or the applicable JAS-ANZ's review procedures, have the decision of the Approved Certifier reconsidered by Standards Australia.
- (c) Standards Australia will publish the procedure for such appeals from time to time on its website. The procedure will allow a reasonable time for parties to provide relevant information and documents and to respond to material Standards Australia may take into account, for Standards Australia to inform itself about the issues by any means including commissioning tests or reports and for Standards Australia to notify the parties of its decision in writing. The parties must comply with Standards Australia's decision.

7. NOTICES

- (a) Any notice or other communication to be given under these rules (other than a public notice) must be given in writing and delivered to the last known address of the recipient.

- (b) Any public notice must be given by publication on the website of Standards Australia or in The Australian or any other national newspaper.

8. MISCELLANEOUS

- (a) All information provided by any applicants, Approved Users or Approved Certifiers of the WaterMark may be disclosed to Standards Australia, whether they are of a confidential nature or otherwise, and such information may be used or disclosed by Standards Australia if the use or disclosure is necessary to comply with the law or to maintain the integrity, validity or Standards Australia's ownership of the WaterMark.
- (b) All rights granted to Approved Certifiers or Approved Users in relation to the WaterMark are non-exclusive and non-transferable.
- (c) Standards Australia may amend these Rules from time to time provided the amended Rules are not materially inconsistent with these Rules.

APPENDIX 9: WATERMARK MARKING

a)



Product AS or ATS
Licence No.

b)



Product AS or ATS
Licence No.

Note: The definition for WaterMark in these Rules Governing also includes the applicable "Standard registration number" and "Licence Number" as shown as an example above.