



The Australian Gas Association

ABN: 98 004 206 044

The Rules Governing

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The AGA Individual Compliance Approval (ICA) Scheme



Rules Governing the AGA ICA Scheme

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1 PURPOSE

- a) The purpose of the Individual Compliance Approval (ICA) Scheme (sometimes referred to as the "Second Tier" Scheme) is to provide a low cost, independent, non-discriminatory, transparent and objective (albeit limited) technical assessment of new, low volume, custom-made and/or "one-off" Gas fuelled Appliances used in commercial applications.
- b) The Scheme does not apply to:
 - a. Second-hand or used Appliances; or
 - b. Production appliances as these are required to be submitted for Type-Tested Certification.

2 UNDERTAKING

The Customer undertakes to comply with this 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 ICA Scheme covers Gas fuelled Appliances for use in commercial applications and limits Applicants to a maximum of 10 Appliances of the same model unless, in special circumstances, the Certifying Body determines otherwise in its absolute discretion. As the ICA assessment/testing includes aspects of the physical installation, each ICA certification is bound to the original Installation Address.

The ICA Scheme is not intended to replace or diminish the Certifying Body's Type Tested Certification Scheme that covers the same category of equipment and which is based upon a more rigorous testing regime and an ongoing product audit programme.

The ICA testing regime is based upon assessment of a single once-installed Appliance and, if the Appliance is subsequently re-installed in another location, the original Certificate is automatically invalidated.

Note 1: Notwithstanding the foregoing, the Certifying Body may in relevant circumstances to be determined by the Certifying Body in its absolute discretion, test an Appliance at a location not being the Installation Address and, subject to any conditions which may be imposed by the Certifying Body on the Applicant including but not limited to the provision of installation instructions which must satisfy the requirements of AS 5601 – "Gas installations", which must be supplied with the Appliance for the guidance and assistance of the gas installer who has been engaged to install the Appliance at the Installation Address. In the event that the Certifying Body exercises its discretion in the foregoing manner, the Appliance can be installed at the Installation Address and the Certificate issued for that Appliance shall not be automatically invalidated.

Note 2: Notwithstanding the foregoing, the Certifying Body, in its sole discretion, reserves the right to decline any application for ICA certification for any reason.

Note 3: Notwithstanding the foregoing, the Certifying Body, in its sole discretion and subject to endorsement by the technical Regulatory Authority relevant to the Installation Address, may accept an Application for a specific appliance not otherwise eligible under the ICA Scheme.

4 DEFINITIONS

Appliance means a new, low-volume, custom-made and/or "one off" Gas fuelled appliance.

Application means a written request for Certification of an Appliance, made by the Customer to the Certifying Body under this Rules Governing.

Certificate means a certificate of compliance issued by the Certifying Body evidencing that the Appliance tested by the Testing Body and subsequently assessed by the Certifying Body complies with the requirements of relevant Standards and of the Scheme.

Certificate Number means the unique number attached to a Certification and which is referenced on the associated Certificate and ICA Badge issued by the Certifying Body with respect to a specific Appliance.

Certification means the act of certifying that an Appliance, which is the subject of an Application, complies with the requirements of an applicable Standard, other requirements of Regulatory Authorities and/or the Certifying Body.

Certifying Body means The Australian Gas Association: ABN 98 004 206 044

Certification Scheme (or Scheme) means the Certifying Body's Individual Compliance Approval (ICA) Scheme. The Scheme is a prescribed method or process developed, maintained and operated by the Certifying Body to formally assess an Application for Appliances as defined under the Scope of this Rules Governing. It is designed to provide a method of independent product Certification accepted by Regulatory Authorities in relevant Australian States and Territories to support government regulatory requirements (where applicable).

Customer means the person, whether an individual, business name, body corporate or other legal entity, whose name appears in the Application as the person seeking to have an Appliance certified by the Certifying Body under this Rules Governing (ie the applicant).

Gas means one or other of the gaseous fuels listed in Appendix 3 of this Rules Governing and published on the Certifying Body's website www.aga.asn.au as amended from time to time.

ICA Badge means a self-adhesive badge, the design of which incorporates a unique Certificate number allocated by the Certifying Body to a Certified Appliance, and which the Testing Body affixes to the Certified Appliance once it has been tested and found to comply with the testing requirements.

Information means any technical information provided by the Customer to the Certifying Body and which is not publicly available.

Installation Address means the original physical location at which an Appliance is (or is to be) installed and which is referenced in the associated Certificate.

Non-Conformance means non-conformance with a certification requirement as determined by the Certifying Body (typically with a requirement referenced in a Standard or the Rules Governing).

Regulatory Authority means the relevant Australian State, Territory or Commonwealth government body exercising jurisdiction over an Appliance at a specified Installation Address.

Rules Governing means this 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.

Standards means the national and international Standards acceptable to the Regulatory Authorities and the Certifying Body for Certification purposes.

Testing Body means such bodies as the Certifying Body may authorise to conduct tests and/or assessments on an Appliance that is the subject of an Application under this Rules Governing.

Note:

- (a) Testing Bodies are not agents of the Certifying Body and do not act on its behalf or represent it in any manner, and;
- (b) The Customer must contract directly with the relevant Testing Body.

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 and/or Codes, in whole or in part, as amended from time to time as well as a reference to any Standards and/or Codes, which may be substituted by another or any new Standard and/or Code.
- 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 this Rules Governing are listed and payable in Australian dollars - refer to the list of fees, charges and other monies payable 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 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 this Rules Governing and published on the Certifying Body's website www.aga.asn.au as amended from time to time.)
- Will pay the then current fee at the same time as it lodges its Application with the Certifying Body (refer to the current fee schedule set out on the Certifying Body's website www.aga.asn.au).
- Will promptly respond to any requests made by the Certifying Body seeking further documentation and/or information and will provide the same to the Certifying Body to enable the Application to proceed;
- Will fully disclose to the Certifying Body all information which 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 and/or Testing Body;
- Authorises the relevant Testing Body to disclose to the Certifying Body any information or knowledge regarding the Product for which Certification is being sought or reassessed;
- Warrants that all submittal documentation and related information provided to the Certifying Body is a true, accurate and complete representation of the Product requested for Certification;
- Acknowledges and accepts that the Certifying Body's certification process and decision making is fully reliant on the accuracy and completeness of the submittal documentation and related information provided by the Customer;

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 if the Customer fails to comply with any of its obligations under this 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;

5.2 The Testing Stage

The Customer

- Will be responsible for contracting directly with a Testing Body to conduct and report on the relevant tests and assessments on the Appliance (except for installation locations where the Certifying Body advertises that it has an arrangement in place to contract the Testing Body and, in which case, Certifying Body and Testing Body fees are prepaid as one fee by the Applicant to the Certifying Body);
- 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/or its Testing 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 provided to it by the Testing Body;
- Will advise the Customer of any Non-Conformance identified as a result of the testing process and/or other assessment of the Appliance.

5.3 The Certification Stage

The Customer:

- Will provide reasonable access to the Testing Body to conduct its testing and/or assessment of the Appliance.

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

- Will promptly advise the Customer of any matters which, in its opinion, are preventing the issuing of a Certificate;
- Will provide the Testing Body with the necessary documentation and ICA badge, which subject to satisfactory assessment of the Appliance may be affixed by the Testing Body to the Appliance.
- Will, subject to a satisfactory report from the Testing Body and compliance by the Customer with all requirements under this Rules Governing, promptly issue a Certificate.

6 GENERAL ISSUES

6.1 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.

6.2 Transfer of a Certificate

As the ICA Scheme involves an installed Appliance only, the transfer of the property/business itself between entities does not invalidate the ICA Certification. However, the relocation of the Appliance, even within a single premise, does automatically invalidate such Certification.

6.3 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 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.

6.4 Choice of Law and Jurisdiction

The laws of the State of Victoria govern this Rules Governing. Subject to the dispute resolution process referred to in Section 6.14, 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 this Rules Governing.

6.5 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 this 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 Appliance, including the giving of any advice and/or assistance during the testing process;
- (c) Any advice and/or assistance given in the course of or in connection with the testing or inspection of an Appliance;
- (d) The granting of any Certificate;
- (e) The affixing of an ICA Badge;
- (f) The installation (in accordance with all applicable Acts and Regulations) of any Appliance bearing an ICA Badge.
- (g) The refusal to accept, or cancellation of, any Application;
- (h) Any communication with Regulatory Authorities or other government bodies concerned with public safety and discussing with those bodies any matters concerning an Application or Certificate;

Note: This rule survives termination of, severance of, or amendment of this Rules Governing.

6.6 Severability

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

6.7 Non-Routine Certification Assessments

- 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 Appliance may incorporate features or technologies for which requirements in the Standard are inapplicable, inadequate or nonexistent - and an alternative assessment approach is necessary.
- b. Accordingly, Appliances with innovative or novel features which do not fit neatly within the parameters of an existing Standard will not be denied Certification as long as they satisfy the safety requirements of Regulatory Authorities. Such Appliances will be referred to the Regulatory Authority relevant to the Installation Address and,

by agreed arrangement between the Certifying Body and the Regulatory Authority will be subject to assessment against a set of essential requirements formulated to help ensure safety and fitness for purpose.

- 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.

6.8 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.

The Certifying Body will endeavour to minimise non-standard expenses/costs for a Customer but reserves the right to recover all incurred non-standard expenses/costs from the Customer. The Certifying Body will advise the Customer in writing in advance of any projected non-standard expenses and, if wishing the Certifying Body to proceed with the Application, 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:

Published fees are based on the Customer providing all necessary documentation in support of its Application and complying with any other Certification requirements expeditiously.

The Certifying Body reserves the right to apply additional charges (based on its 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 if choosing to proceed with the Application.

6.9 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 Application (eg name of contact officer, telephone and fax number, etc).

6.10 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 Certifying Body's 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, the Customer may commence a formal dispute process. 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 this Rules Governing at any time.
- b. The Customer has the right at any time to seek Certification otherwise than by this Scheme.

6.11 Reservation of Certifying Body's Rights

Notwithstanding any other provision of this Rules Governing, the Certifying Body reserves the right in its absolute discretion to (i) decline to accept any new Application or to terminate an existing Application at any time prior to issue of a Certificate and (ii) refer an Application to the relevant Regulatory Authority(s) for comment/direction.

6.12 Validation Period of a Certificate

An ICA Certificate bears a unique Certificate Number and has no expiry date. Importantly, the Certificate is valid only for the specific Appliance that is the subject of the associated Application and is restricted to the original installation of that Appliance.

6.13 Use of the AGA logo and ICA Badge

The AGA logo is legally protected and its unauthorised use is strictly prohibited.

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 Individual Compliance Approval Form* (AGA Ref: QF727) signed by an authorised employee of the Customer (NB: check AGA website for current version of the Form);
2. Payment of the applicable fees and charges as set out on the Certifying Body's website www.aga.asn.au as amended from time to time.
3. Appliance Specifications as detailed on the Application Form.
4. Any other information the Customer wishes the Certifying Body to consider in its Certification assessment.

Notes:

1. *The Customer is responsible for ensuring Submittal Documentation is consistent with any specification requirements detailed in the Application Form and that they are acceptable to the Certifying Body.*
2. *Applications received without the necessary supporting documentation and payment (as described above) may be rejected and returned to the Customer.*
3. *Customers are advised to refer to the AGA website (www.aga.asn.au) or the AGA Technical Office (tel: 03 9580 4500) to confirm the current versions of listed Forms and Fee Schedule.*

APPENDIX 2: AGA ICA BADGE

NB: Each ICA badge bears unique identifiers relating to a specific Appliance and its original Installation Address. Such badges are only provided to the allocated Testing Body. The badges may **NOT** be reproduced under any circumstances. Th

Category ICA



APPENDIX 3: LIST OF GASEOUS FUELS

The Certification Scheme applies to the following gaseous fuels:

- Natural Gas (NG)
- Town Gas (TG)
- Tempered Liquefied Petroleum Gas (TLP)
- Liquefied Petroleum Gas (LPG)

Note: Liquefied Petroleum Gas is divided into three sub-groups designated as follows:

- (a) Propane (P)
- (b) Butane (B)
- (c) Universal (U)

- Or such other gaseous fuel(s) as may be determined by the Certifying Body from time to time.