



**The Australian Gas Association Limited**

**ABN: 98 004 206 044**

A bright yellow banner with a 3D effect, featuring a central rectangular section and two pointed ends that resemble ribbon tails. The text 'The Rules Governing' is written across the banner in a large, bold, white, sans-serif font with a slight drop shadow.

# **The Rules Governing**

**1 July 2015**

## **The AGA Cylinder Certification Scheme**



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## **1 PURPOSE**

The AGA Cylinder Certification Scheme herein referred to as “The Scheme” is intended to provide an effective, efficient and regulatory acceptable framework to ensure that (a) Gas Cylinders and (b) Containers are manufactured in compliance with the relevant Standards and these Rules Governing, ultimately allowing such Product into the Australian marketplace.

## **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 these Rules Governing as may occur from time to time.

## **3 SCOPE**

The Scheme covers new Gas Cylinders and Containers in accordance with the requirements set out AS 2030.1 and AS / NZS 1425.

## **4 DEFINITIONS**

**Application** means a written request, made by the Customer to the Certifying Body under these Rules Governing, seeking a Certificate in respect of the requirements set out in these Rules Governing and includes all documents submitted in support of that Application.

**AGA Cylinder Certification Scheme (The Scheme)** means the certification scheme as described in these Rules Governing.

**AGA Inspection Mark** means the inspection mark shown in Appendix 5, which must be stamped on all Production Units covered by a Monitoring Inspection Report during the Monitoring Inspection.

**AGA Logo** means the logo shown in Appendix 6, which must be incorporated on the markings of each Production Unit covered by a Monitoring Inspection Report, and must be printed to the same scale shown in Appendix 6, and either in the referenced colours or any one single colour.

**AGA Test Station Mark** means the mark shown in Appendix 7 and which incorporates the Test Station Number, which must be stamped, or otherwise applied in a manner approved by the Certifying Body, by the Test Station during a Monitoring Inspection, to every Production Unit under coverage of a Monitoring Inspection Report.

**Authorised Bodies** means such bodies as the Certifying Body may authorise in writing 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 nor the Manufacturer.

**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.

**Certificate** means a certificate issued by the Certifying Body to the Customer evidencing that the requirements of the Scheme have been satisfied.

**Certificate Holder** means the Customer whose legal name is recorded on the Certificate, and within the Certifying Body’s record systems, as the Certificate Holder and who is the sole legal entity responsible for the Certificate and the Product endorsed thereon, including ensuring continued compliance with the requirements of the Scheme.

**Certificate Number** means the unique number attached to a certification and which is referenced on the associated Certificate issued by the Certifying Body to the Customer.

**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.

**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. Certification also involves the act of certifying that the Quality System relating to the manufacture of the Product satisfactorily demonstrates compliance with the Quality System Requirements.

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

**Container** means a pressure vessel, cylinder or tank for the storage of LPG to be used as fuel for the internal combustion engine the particulars of which are described in AS / NZS 1425 and AS 4942.

**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.

**Cylinder Markings** means the markings as follows:

- (a) Described in the Standards, and,
- (c) AGA Inspection Mark (see Appendix 5), and
- (d) AGA Logo and Certificate Number (see Appendix 6), and
- (e) AGA Test Station Mark (see Appendix 7),

But in no case shall be less than the markings described in Appendix 4.

**Design Verification** means the desktop verification conducted at the Application stage, prior to the Factory Inspection and Type Testing to ascertain whether the Technical Design of the Product satisfies the Standard design and calculation requirements.

**Design Registration Number** means the number issued by a Regulatory Authority following its approval of the Registration Application.

**Factory Inspection** means an inspection conducted at the Application stage by the Certifying Body, its employees or contractors, at the Premises which is intended to provide a degree of assurance that the Quality System requirements are satisfied.

**Factory Inspection Report** means a written document, as amended from time to time, used by the Certifying Body, its employees or contractors, during the Factory Inspection. It sets out questions in accordance with the Quality System Requirements and is published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au).

**Gas Cylinder** means a rigid pressure receptacle as described in AS 2030.1.

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

**Inspection** means a Factory Inspection or a Monitoring Inspection.

**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 System. This person is referred to on the Certificate as the Test Station Manager.

**Manufacturer** means the manufacturer of the Product and who is responsible for the final assembly of the Product.

**Monitoring Inspection** means an inspection conducted at the post Certification stage by the Certifying Body, its employees or contractors, at the Premises, during the manufacture Production Runs.

**Monitoring Inspection Report** means a written document, as amended from time to time, used by the Certifying Body, its employees or contractors, during the Monitoring Inspection, which sets out questions in accordance with the Quality System Requirements, and is published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au).

**MP 48** is a document published by Standards Australia referred to as a miscellaneous publication titled "Certificated Gas Test Stations", which lists Test Stations certified to comply with the Test Station Requirements.

**Nominated Signatory** means a person employed by the Customer, and approved by the Certifying Body as being familiar with the Test Station Requirements for Products inspected and tested by the Test Station, and whom the Certifying Body lists on the Certificate.

**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 Sample 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 Quality System and Test Programmes.

**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 Product Specifications and other Certification documentation.

**Product** means a Gas Cylinder or a Container.

**Production Run** means the consecutive manufacture of a predetermined number of Production Units intended for Release, which will be covered by a single Monitoring Inspection Report.

**Production Sample** means a Sample Product selected at random from the production line at the Premises by the Certifying Body, its employees or contractors.

**Product Specifications** means the documentation that uniquely identifies a Product including all its design variants 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 progress.

**Production Unit** means a Product that must be manufactured in strict conformity with the Certified Design, and which is intended for Release or which is Released.

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

**Quality System Requirements** means the (i) relevant requirements of ISO 9001, AS 2030.1, Test Station Requirements, these Rules Governing, Regulatory Authorities and Standards, which are set out in question format in the Factory Inspection Report (as amended from time to time, published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au)), and (ii) other applicable requirements of the Regulatory Authorities and the Certifying Body (as notified to the Customer).

**Registration** means the approval of the Registration Application by the Regulatory Authority.

**Registration Application** means the act of applying to the Relevant Regulatory Authority, as advised by the Certifying Body, for its registration of the Technical Design and request of a Design Registration Number, by submitting the following for its review: (i) completed Registration Form, (ii) Product Specifications, (iii) Design Verification, and (iv) any other relevant documentation requested by the Regulatory Authority and/or Certifying Body at the time of the Registration Application.

**Registration Form** means the form supplied by the relevant Regulatory Authority, required to be completed by the Customer, and submitted to the relevant Regulatory Authority as part of the Registration Application.

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

**Release** means market, distribute for sale, sell or otherwise dispose of for gain or otherwise.

**Release Authorisation** means a written authorisation provided by the Certifying Body to the Customer outlining the serial numbers of Production Units authorised to be Released associated with a Monitoring Inspection Report (a proforma of the document is published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au), as amended from time to time).

**Relocation** means the relocation of Premises to another location.

**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 Production Sample that the Customer has provided to or which has been selected at random by the Certifying Body, and which, in the opinion of the Certifying Body, is representative of the Product for which Certification is sought.

**Standard(s)** means AS 2030.1, AS/NZS 1425 and other relevant Standards referred to therein.

**Sub-Contractor** means an organisation that supplies a product or service to the Manufacturer, where, as determined by the Certifying Body such product or service contributes to the manufacturing of Production Units that are the subject of Certification.

**Technical Design** means an engineering description of a Sample Product and includes the design characteristics and specifications, physical configuration and structure, including dimensional relationships, component and material details as set out in Appendix 1.

**Test Programme** means a document prepared by the Certifying Body and which sets out the tests to be performed and/or assessments to be carried out on a Sample Product.

**Test Report** means a Test Report on a Sample Product(s) received by the Certifying Body from an Authorised Laboratory and/or Authorised Body 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.

**Test Station** means the Manufacturer's gas cylinder test station, located at the Manufacturer's Premises and which has been verified by the Certifying Body, during the Factory Inspection and/or subsequent Monitoring Inspections, as being in conformity with the Test Station Requirements, and which must be a separate part of the organisation and completely independent of production.

**Test Station Manager** is the Management Representative.

**Test Station Number** means the number allocated to the Customer for the Test Station following the issue of a Certificate.

**Test Station Requirements** means the requirements outlined in AS 2337.1, AS 2337.2 or AS2337.3.

**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 and/or Authorised Body in accordance with the Certifying Body's Test Programme, to verify the Sample Product's compliance with the requirements of applicable Standards. The Certifying Body may permit Type Testing to be conducted at the Manufacturer's Premises subject to any conditions which may be imposed by the Certifying Body on that testing.

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 and any Standards incorporated by reference in a Standard.
- The Certifying Body reserves the right in its absolute discretion to apply one or more Standards in the Certification process.
- All fees, charges and other monies referred to in these Rules Governing are payable in Australian dollars. For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://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](http://www.aga.asn.au), as amended from time to time.);
- Will pay the current non-refundable Certification fee at the same time as it lodges its Application with the Certifying Body (For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://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;

### **5.2 Design Verification Stage**

The *Customer*

- Will, provide to the Certifying Body all documentation requested by it, in a timely manner, to enable the Certifying Body to properly undertake the Design Verification.
- Will pay fees (at the appropriate hourly rate) in addition to the Certification fees, if further work is required to complete the Design Verification;
- Acknowledges the Certification process cannot continue if the Design Verification is unsuccessful, and it will be required to re-apply in accordance with Rule 5.1, at the Customer's expense.

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

- Will, either conduct the Design Verification in a timely manner, or sub-contract the conduct of the Design Verification;
- Will promptly notify the Customer of any factor which is preventing the timely conduct of the Design Verification;
- Reserves the right to reject any Design Verification conducted prior to the Application.



### 5.3 The Registration Application Stage

The Customer:

- Will complete and sign the relevant sections of the Registration Form as required by the Certifying Body and/or the relevant Regulatory Authority;
- Will, if directed by the Certifying Body, submit the completed Registration Form to the Certifying Body, along with any other Information requested by the Certifying Body in a timely manner;
- Will, if directed by the Certifying Body, make the Registration Application;
- Acknowledges the Regulatory Authority will review the Registration Application;
- Will, if the Registration Application is rejected by Regulatory Authority, submit any additional Information requested by the Regulatory Authority and / or Certifying Body, in a timely manner;
- Will, forward to the Certifying Body any documentation and / or certificates provided by the Regulatory Authority to the Customer as a result of any Registration Application;
- Will pay any additional fees levied by the Certifying Body to enable it conduct any further work as a result of a Registration Application.

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

- Will, at the Certifying Body's discretion, promptly lodge the Registration Application, on the Customers behalf, or direct the Customer to make the Registration Application.

### 5.4 The Factory Inspection Stage

The Customer:

- Will advise the Certifying Body, when the Quality System is implemented and considers that it is ready for a Factory Inspection;
- 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 a Factory Inspection 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 Factory Inspection to be carried out;
- Will ensure Management Representatives are available to the Certifying Body's representative, at the time of the Factory Inspection, to provide the assistance required;
- Will provide a fluent English translator (interpreter), at its own cost and satisfactory to the Certifying Body, at the time of the Factory Inspection, where the Management Representatives cannot communicate in English and if requested by the Certifying Body, 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 Factory Inspection comprises a limited review of documents, records and other matters comprised in the Standards and Quality System;
- 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 raised as a result of the Factory Inspection;
- Acknowledges that where additional Factory Inspections are required by the Certifying Body to ensure compliance with Quality System Requirements, it must be undertaken within the advised time-frame nominated by the Certifying Body and at the Customer's expense.
- Acknowledges the Factory Inspection will be carried out in accordance with one or more of the matters referred to Appendix 3 of these Rules Governing.

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

- Will, subject to a satisfactory Factory Inspection and/or satisfactory corrective actions, prepare a Test Programme as soon as practicable, after receipt and approval of the submittal documentation, and provide a copy to the Customer (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](http://www.aga.asn.au), as amended from time to time.);
- Reserves the right to delay any Test Programme until such time as all non-conformances identified during the Factory Inspection have been satisfactorily rectified;

- Reserves the right to reject any test results where testing has been carried out prior to rectification of any non-conformances arising from a Factory Inspection.

## 5.5 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 Products, 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 Sample Products, selected in accordance with this clause, if the Certifying Body believes it is required, 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.

## 5.6 The Type Testing Stage

### The Customer:

- Acknowledges, unless the Certifying Body approves otherwise, the Certifying Body will organise for the Type-Testing to be conducted at an Authorised Laboratory and/or Authorised Body, at the Customer's expense.
- Will, if it is not practicable for the Certifying Body to organise the Type Testing, and if required by the Certifying Body, 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 5.4 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, if it is not practicable for the Certifying Body to organise the Type Testing, at its cost, and if required by the Certifying Body, 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, if it is not practicable for the Certifying Body to organise the Type Testing, at its cost, and if required by the Certifying Body, arrange additional testing of a Sample Product selected by the Certifying Body in accordance with clause 5.4 of these Rules Governing, if requested by the Certifying Body, at the Customer's expense;

- Will, if it is not practicable for the Certifying Body to organise the Type Testing, at its cost, and if required by the Certifying Body, 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, if it is not practicable for the Certifying Body to organise the Type Testing, at its cost, and if required by the Certifying Body, 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, if it is not practicable for the Certifying Body to organise the Type Testing, at its cost, and if required by the Certifying Body, 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, if it is practicable for the Certifying Body to organise the Type Testing, 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 forward a copy of the Test Report by the Authorised Laboratory and/or Authorised Body directly to the Customer;
- 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 the validity, or content of the Test Report, or if the results are unsatisfactory or inconclusive;

## 5.7 The Certification Stage

The Customer:

- Will at its cost promptly rectify any matters the Certifying Body advises to it which are preventing the issuing of a Certificate and demonstrate to the satisfaction of the Certifying Body that those matters have been rectified;

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

- Will promptly advise the Customer of other matters which, in its opinion, are preventing the issuing of a Certificate;
- Will, subject to its approval of the Test Report(s), the submittal documentation and the Design Verification, and Registration, promptly issue the Customer with a Certificate and list the Test Station in MP 48, but only if the Customer is not at that time indebted to the Certifying Body;

## 6 POST-CERTIFICATION

### 6.1 General

The Customer:

- Will not manufacture Production Units intended for Release, unless (i) the Certifying Body's representative is present at the Premises at the time of manufacture for the purpose of conducting a Monitoring Inspection as set out in Rule 6.2, or (ii) written approval conditional or otherwise has first been given by the Certifying Body to the Customer;
- Will ensure no Production Unit(s) leave the Premises before the Certifying Body's representative has first provided a Monitoring Inspection Report, relating to the Production Unit(s), to the Customer;
- Warrants that each Production Unit will be manufactured in strict conformity with the Certified Design;

- Warrants that no changes will be made to the Certified Design without first receiving prior written approval from the Certifying Body;
- Warrants that no Production Unit will leave the Premises if the Technical Design of such Production Unit does not comply in every detail with the Certified Design;
- Warrants that no Production Unit will leave the Premises if the Nominated Signatory listed on the Certificate has not signed the Monitoring Inspection Report;
- Will promptly provide, at the request of, and in a form and manner determined by the Certifying Body, a declaration of the compliance or otherwise of a Production Unit with the Certified Design;
- Will forthwith advise the Certifying Body if any Production Unit does not comply with the Certified design and contrary to these Rules Governing has been (a) dispatched from the Premises, or (b) the subject of a Release;
- Will not apply, and will ensure no other party applies, in any format or method, the Cylinder Markings to any Product other than to Products for which a Certificate has been issued and which is covered by a Monitoring Inspection Report approved by the Certifying Body or the Certifying Body's representative(s);
- Agrees that the Certifying Body may exercise its rights in the manner set out in Appendix 2 of these Rules Governing in the event that the Customer fails to comply with any provision of this Rule.

## 6.2 Monitoring Inspections

### 6.2.1 Organising Monitoring Inspections

The Customer:

- Will inform the Certifying Body in advance of the (i) intended dates of every Production Run, and (ii) number of Production Units in every Production Run;
- Will do all things necessary to ensure that the dates of every Production Run correspond with the dates set aside by the Certifying Body for the conduct of the Monitoring Inspections, unless otherwise agreed in writing by the Certifying Body;
- Acknowledges that the organisation of Monitoring Inspection dates are subject to the availability of the Certifying Body's staff;
- Will fully cooperate with the Certifying Body while organising a Monitoring Inspection.

### 6.2.2 Monitoring Inspections

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 a Monitoring Inspection;
- 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 Monitoring Inspection to be carried out;
- Will ensure Management Representatives are available to the Certifying Body's representative, at the time of the Monitoring Inspection, to provide any assistance required to the Certifying Body's representative;
- 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 inspection, where the Management Representatives cannot communicate in English, and if requested by the Certifying Body, 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
- 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 a Monitoring Inspection;
- Acknowledges that Monitoring Inspections are intended to provide a degree of assurance that the Quality System Requirements are satisfied.
- Acknowledges the Monitoring Inspection will be carried out in accordance with one or more of the matters referred to Appendix 3 of these Rules Governing.

### 6.2.3 Marking of Production Units

The *Customer*:

- Will apply, or if not the Manufacturer will ensure that the Manufacturer applies, the Cylinder Markings during the Monitoring Inspection, to each Production Unit manufactured throughout the currency of the Certificate, and only to Production Units (i) covered by a Monitoring Inspection Report approved by the Certifying Body's representative(s), (ii) where the Quality System Requirements are satisfied, and (iii) comply with the Certified Design;
- Will ensure any Production Unit which is not marked in accordance with the Cylinder Markings does not leave the Premises;

### 6.2.4 Fees of Monitoring Inspection

The *Customer*:

- Will pay all costs associated with organising and for the conduct of a Monitoring Inspection to the Certifying Body (For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au), as amended from time to time).

## 6.3 Release of Product

The *Customer*:

- Will not, and will ensure any other party does not, Release any Production Unit unless the Production Unit is the subject of a valid Release Authorisation provided to the Customer by the Certifying Body;
- Will pay all costs of the Release Authorisation as published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au), as amended from time to time.
- Acknowledges, that if the Monitoring Inspection Report is incomplete, inaccurate or in some other manner are unsatisfactory in the opinion of the Certifying Body, then the Certifying Body may, in its absolute discretion refuse to issue a Release Authorisation.
- Notwithstanding the above, warrants that no Production Units will be Released where the Technical Design of such units does not comply in every detail with the Certified Design;
- Notwithstanding the above, will not, and will ensure any other party does not Release any Production Unit which is not marked in accordance with the Cylinder Markings;
- Notwithstanding the above, will not, and will ensure any other party does not, permit the Release of any Production Unit which is not marked in accordance with the Cylinder Markings;

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

- Will provide a Release Authorisation for the Production Run if the associated Monitoring Inspection Report is all satisfactory to the Certifying Body;
- Will promptly advise the Customer of other matters, which in its opinion are preventing the Release Authorisation from being issued.

## 6.4 Proposed Change to Certified Design

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](http://www.aga.asn.au), as amended from time to time.);
- 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 (For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://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 Rule 5 of these Rules Governing;
- Will, where compliance with Certification requirements of this Rule is established to the satisfaction of the Certifying Body, promptly reconfirm in writing, the Certificate.

#### **6.5 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;

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.

### **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 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 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 2 of these Rules Governing (and also published on the Certifying Body's website [www.aga.asn.au](http://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 Release 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 Cylinder Markings 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;

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 2 of these Rules Governing (and also published on the Certifying Body's website [www.aga.asn.au](http://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 promulgate in such manner and to such parties, as it deems appropriate, the fact that a Certificate has been suspended or 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), 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;
- Acknowledges and agrees the Certifying Body may require additional assessments and/or Factory Inspections as may be required to confirm ongoing Product compliance, following any Transfer, all of which will be at the Customer's cost;
- 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 (For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://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 Rule 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, and obtain the Certifying Body's written consent prior to undertaking any Relocation.
- Will not advise or infer to any person that a Relocation has taken place, unless the Customer has first obtained the prior written consent of the Certifying Body to the Relocation;
- Acknowledges and agrees the Certifying Body may require additional assessments and/or Factory Inspections as may be required to confirm ongoing Product compliance, 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 Cylinder Markings 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 Factory Inspections and Type Testing (For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://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 Rule 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 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.

### 9.5 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 9.14 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, the parties agree that all disputes shall be issued and determined in Melbourne in the State of Victoria, subject to any appeals to the High Court of Australia sitting in Canberra.

#### **9.6 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 carrying out of any Factory Inspection and/or Monitoring Inspection and any actions undertaken following a Factory Inspection and/or Monitoring Inspection;
- (f) The suspension or cancellation of any Certificate or the lifting of a suspension;
- (g) 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 inspection or a Certificate;
- (h) Any act or omission of a Regulatory Authority in relation to any Registration Application lodged by the Certifying Body on behalf of a Customer.
- (i) Any act or omission of the Certifying Body in relation to the provision of or failure to provide a Release Authorisation.

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 Section 4 of these Rules Governing and also includes any Customer who has held a Certificate at any time.

#### **9.7 Quality Assurance**

As and when requested by the Certifying Body, information about a Customer's Quality System must be provided by the Customer to the Certifying Body, and acceptable, to the Certifying Body before a Certificate may be issued and/or for a Certificate to remain current.

#### **9.8 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.

#### **9.9 Reserved Certificate and Test Station Numbers**

The Certifying Body will issue the Customer with a reserved certificate number and reserved test station 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. Reserved certificate and test station numbers are 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 certificate or test station 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 certificate or test station number has no Certification status, does not entitle the Customer to represent that the reserved certificate or test station number is a Certificate Number or Test Station Number and agrees that no Product will be advertised in any document or publication prior to the Certifying Body issuing a Certificate in respect of a Product.

#### **9.10 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 inspection time, travel and/or accommodation where the Certifying Body has to provide such services in addition to what would routinely be expected.

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:*

Standard fees relating to Certification Applications, 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](http://www.aga.asn.au)).

The Certifying Body reserves the right to apply additional charges (based on the appropriate 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.

#### **9.11 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 Inspections 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.

#### **9.12 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).

#### **9.13 Non-Technical Modifications**

The Customer shall pay an administrative fee for non-technical modifications that require the re-issue of documentation or amendment of Information provided to it by the Certifying Body. For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au), as amended from time to time.

#### **9.14 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 Chief Executive. The Chief Executive will attempt to resolve the dispute with the Chief Executive's counterpart in the Customer's organisation.

If the dispute cannot be resolved at Chief Executive level, the Customer may commence a formal dispute process. That process is published on the Certifying Body's website [www.aga.asn.au](http://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.

### **9.15 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.

### **9.16 Validation period of a Certificate**

A Certificate will remain valid (if not cancelled/suspended), subject to (i) compliance with this Rules Governing and (ii) payment of all Certifying Body's fees and charges. Notwithstanding the foregoing, the Certificate will have an expiry date consistent with any regulatory exemption certificates.

### **9.17 Customer Supplied Product**

Where a Customer supplies the Certifying Body with a Sample Product, and does not specify in writing at the time of supply that it wishes for the Sample Product to be returned to it, 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.

### **9.18 Customer Marketing of Product**

The Customer undertakes that it will:

- Not use its Product Certification in such a manner as to bring the Certifying Body into disrepute.
- Not make any statement regarding its Product Certification that the Certifying Body may consider misleading.
- Not reproduce the AGA logo or any other marks owned by the Certifying Body without the prior written consent of the Certifying Body.
- Discontinue its use of all advertising matter that contains any reference to Product that is the subject of a Suspended or Cancelled Certificate and take any action or measure required by the Certifying Body.
- Ensure copies of any Certification documents that it provides to others are reproduced in their entirety or as specified in these Rules Governing.
- Comply with the requirements of the Certifying Body or as specified in these Rules Governing, in making reference to its Product Certification in communication media such as documents, brochures or advertising.

### **9.19 General Requirements**

The Customer undertakes that it will:

- Always fulfil the Certification requirements, including implementing appropriate changes as required by the Certifying Body.
- Make all necessary arrangements for:
  - The conduct of any evaluation and/or surveillance activity required by the Certifying Body, including provision for examining documentation and records, and access to the relevant equipment, locations, areas, personnel, and client's subcontractors;
  - The investigation of complaints; and
  - The participation of observers during any certification-related activity, if requested by the Certifying Body.
- Keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to the Certification Body when requested.
- Take appropriate action with respect to such complaints and deficiencies found in products that affect compliance with the requirements for certification, and document the actions taken.
- Inform the Certifying Body, without delay, of changes that may affect its ability to conform with Certification requirements

Note: Examples of changes can include legal, commercial, organisational status or ownership, organisation and management (eg key managerial, decision-making or technical staff), modifications to the Product or the production method, contact address and production sites, major changes to the quality management system.

## **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 Cylinder Certification* (- AGA Reference QF760) signed by an authorised employee of the Customer;
2. Payment of the applicable fees and charges. For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au), as amended from time to time.
3. Product Specifications which clearly identify the Product proposed to be covered by the Certificate which must include the following documentation:
  - i. Colour photographs
  - ii. Dimensioned technical drawings to include wall thickness details, overall dimensions, thread details, footing, collar, neckring, end form details and any other attachments including boss or pad.
  - iii. Technical information to include working pressure, test pressure, min. water capacity, inside/outside diameter, nominal wall thickness and min thickness.
  - iv. Material specification, min. tensile strength, min. yield strength, min. elongation.
  - v. Cylinder valve, safety valve etc. model details, specifications and approval evidence
  - vi. Surface coating specifications
  - vii. Welding techniques including types of joints (i.e. butt or joggle butt)

#### **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](http://www.aga.asn.au)) or contact the AGA Office (tel: +61 3 9580 4500) to obtain the current versions of Forms. The AGA Office can provide fee details/quotations.*

## APPENDIX 2: 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;
- Production units which are intended for Release or which are Released have not undergone a Monitoring Inspection or are not covered by a Monitoring Inspection Report approved 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 Monitoring Inspections to enable an Monitoring Inspection to be undertaken properly, or failing to provide a Sample Product to the Certifying Body when reasonably requested;
- The Premises Relocates, and Products which are intended for Release or which are Released and have not undergone a Monitoring Inspection, 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. For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au), as amended from time to time.
- A request to suspend a Certificate is received from a Regulatory Authority or other government body.
- Withdrawal of Registration by the Regulatory Authority.

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 Cylinder Markings that is not the subject of a Certificate and for which a Certificate has not been issued;
- 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-Compliance;
- 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.

### 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. For information about fees and charges please refer to Appendix 8 of these Rules Governing and the Certifying Body's website [www.aga.asn.au](http://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;

### General Notes:

**Note 1:** *The cancellation of a Certificate is irrevocable and Customers must reapply for certification in accordance with Clause 5 of these Rules Governing.*

## **APPENDIX 3: INSPECTIONS**

### **Purpose**

- To provide a degree of assurance that the Quality System Requirements are satisfied and continue to be satisfied.

### **Inspection Limitations**

- Inspections 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 Inspection process is both random and selective and is based on a limited, assessment of a representative sample or samples of a Production Unit selected from production at the Premises and a review of a limited number of documents, records and other elements comprised in the Quality System.

### **Inspection Principles**

- The Certifying Body reserves the right to conduct Inspections on randomly selected Production Units or Sample Products and documentation, records and other elements comprised in the Quality System when it sees fit;
- Monitoring Inspections are to be conducted on every Production Run;
- An Inspection is (i) assurance the inspection and testing is conducted in accordance with the Quality System Requirements and (ii) a review of a limited number of documents, records and other elements required to operate the Quality System.
- Inspections may not necessarily cover all features, versions or components of the Certified Design or documents, records and other elements required for satisfactory operation of the Quality System.
- Irrespective of the nature, severity or cause, the Certifying Body's representatives will report all Inspection results disclosed by the Inspection to the Certifying Body;
- Inspection fees payable by the Customer take into account Inspection 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 Inspection, complete pre/post Inspection administrative functions and any travel-related costs;
- The Certifying Body may recover from the Customer non-standard expenses incurred by it arising from an Inspection;
- For a Certificate to remain current, the Customer must pay the required annual certification renewal fee by the due date 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 Inspection.
- The Certifying Body will suspend the Certificate for any Inspection Non-Compliances 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) The Quality System Requirements. 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 Monitoring Inspection 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 or Authorised Body, and further agrees that it will be at the Customer's expense;

#### **APPENDIX 4: MARKINGS**

The following markings are the minimum required markings to be applied to Production units in addition to the required markings of the Standard:

- Manufacturer's mark
- Owner's mark
- Serial number
- Water capacity (litres)
- Test pressure (MPa)
- Date of original test pressure test m/y
- Tare mass (kg)
- Standard
- Design Registration Number
- AGA Inspection Mark (see Appendix 5)
- AGA Logo (see Appendix 6)
- AGA Test Station Mark (see Appendix 7)

Where Applicable:

- Orientation mark
- Surface coating symbol
- Toxic traffic mark
- Dry traffic mark
- Date of original heat treatment
- Skull mark
- "Fill by weight only"
- Thread form

APPENDIX 5: AGA INSPECTION MARK





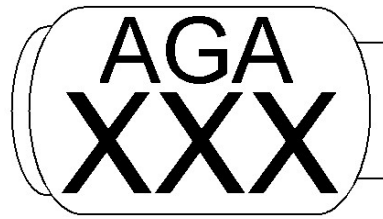
**APPENDIX 6: AGA LOGO**



Note 1: "XXXX" is the Certificate Number

Note 2: Colours are Blue PMS 2728 and Green PMS 340.

**APPENDIX 7: AGA TEST STATION MARK**



Note: "XXX" is the Test Station Number

## **APPENDIX 8: FEES AND CHARGES**

Obtaining and maintaining an AGA Certification involves a number of discrete fees and charges, typically associated with the following:

- Certifications
- Factory and Monitoring Inspections
- Production Unit Releases
- Annual Renewal (per Certificate and invoiced at the start of each Financial Year)
- Modifications to an existing Certificate
- Administrative Work (charged at the appropriate hourly rate)

NB: Quotations for services will be provided upon request.

Please contact AGA for further details if required.