



**The Australian Gas Association Limited**

**ABN: 98 004 206 044**



**The AGA Product Certification Scheme**

**- For Type Tested Gas Products.**



## Rules Governing the AGA Product Certification Schemes for Type Tested Gas Products

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## **1 PURPOSE**

The Certifying Body is a not for profit organisation accredited by JAS-ANZ to ISO/IEC 17065 to operate and maintain a product certification scheme.

The primary purpose of the Scheme is to provide an independent, non-discriminatory, transparent and objective technical assessment of new gas Products for compliance with the safety, reliability and energy efficiency intent of applicable Standards, and any other requirements of Regulatory Authorities, with respect to the design and manufacture of a range of new domestic, commercial and industrial gas Products (refer Section 3, Scope). Where there is no applicable industry Standard or where industry standards are considered deficient with respect to the product subject to certification, authorisation of the proposed assessment process will be sought from Regulatory Authorities.

The Certification process is based on a Type-Test method of assessment that includes product testing and/or assessments by an Authorised Laboratory. The outcome of this process does not guarantee:

- Safety, but provides a level of assurance, acceptable to Regulatory Authorities, that the Technical Design of a Sample Product complies with requirements of accepted applicable industry Standards that may have a safety intent
- Manufacturers will construct mass-produced gas Products to the same Technical Design and identical specifications of the Type Test Sample Product submitted to the Certifying Body. Conformity of a Production Unit with the Certified Design is the responsibility of the Customer in accordance with Section 6 of these Rules Governing.

The Scheme is designed to:

- Ensure the Certification process satisfies Australian Commonwealth, State and Territory Regulatory Authorities approval requirements (where applicable);
- Encourage a focus on energy efficiency; and
- Contribute to an improved natural environment.

## **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 is based upon Type Test of a Sample Product as described in the Technical Design provided by the Customer. The Sample Product is supplied by the Customer to the Certifying Body or Authorised Laboratory on the basis it is representative of Production Units and the Sample Product will be assessed for compliance with prescribed requirements in relevant Standards. If there is no applicable Standard or such Standard is inadequate, the Certifying Body may certify a Technical Design if it meets the requirements of relevant Regulatory Authorities.

The Scheme is not applicable to second-hand or refurbished Products unless written Certification assessment criteria for such Products have been approved by relevant Regulatory Authorities and part (d) below is satisfied.

The following categories of Products fall within the scope of the Scheme:

- (a) New Type A Gas Appliance (typically covered by the Standards listed in Appendix 9 of these Rules Governing).
- (b) Other new Gas Appliances of no more than 500 MJ/h for which suitable product specific Standards are not readily available but which may be certified on the basis of a Test Programme approved by the Regulatory Authorities.

- (c) New Components designed for use with Gas and for which either suitable product specific Standards are available or the Regulatory Authorities have approved a suitable Test Programme. Such components may be stand-alone or intended to be utilised as part of an appliance.
- (d) Any other appliances and/or components that do not fall within the preceding categories provided the Regulatory Authorities and the Certifying Body each support the Customer's Application.

#### **Regulatory Authority Acceptance of the Certification Scheme**

The Certifying Body is authorised by Regulatory Authorities to operate a Certification Scheme, which is accepted in all Australian States and Territories.

#### **4 DEFINITIONS**

**AGAMark** means a legally protected mark owned by the Certifying Body, which may be licensed to the Customer for use strictly in accordance with the AGAMark Licence Terms and Conditions and not otherwise.

**AGAMark Licence** means the document issued to the Customer, licensing the Customer to use the AGAMark in accordance with the AGAMark Licence Terms and Conditions.

**AGAMark Licence Number** means the unique number attached to an AGAMark Licence and which is referenced on the associated AGAMark Licence issued by the Certifying Body to the Customer in accordance with the AGA Mark Licence Terms and Conditions.

**AGAMark Licence Terms and Conditions** is a document (as amended from time to time) issued by the Certifying Body, which (i) sets out the terms and conditions for use of the AGAMark, and (ii) the artwork comprising the AGAMark.

**Application** means a written request, made by the Customer to the Certifying Body under these Rules Governing, seeking a Certificate in respect of the Technical Design of a Sample Product.

**Application for an AGAMark Licence** means a document issued by the Certifying Body to the Customer, to be completed by the Customer as a written request, made by the Customer to the Certifying Body under the AGAMark Licence Terms and Conditions, seeking permission to use the AGAMark.

**Audit** means audit action carried out by the Certifying Body in accordance with one or more of the matters referred to in Clause 6.6 and Appendix 6 of these Rules Governing.

**Authorised Bodies** means such bodies as the Certifying Body may authorise to conduct one or more tests and/or assessments in a Test Program but does not mean an Authorised Laboratory.

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

**Authorised Laboratory** means a laboratory that has been authorised by the Certifying Body to conduct tests and/or assessments on gas appliances and gas components. Please refer to the notes in Appendix 7.

Note:

- (a) Authorised Laboratories 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 an Authorised Laboratory.

**Certificate** means a certificate of conformity issued by the Certifying Body to the Customer evidencing that the Technical Design of the Sample Product assessed by the Certifying Body complies with the requirements of relevant Standards and of the Scheme.

**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 Certification Scheme.

**Certification Mark** means permanent identification markings on a Production Unit for which a Certificate has been issued to the Customer by the Certifying Body and which identifies (i) the Certifying Body that has issued the Certification, (ii) the unique Certificate Number issued for the Product and (iii) the scope of certification. Refer to Appendix 4 for more information about the mark.

**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.

**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 and/or Codes and other requirements of Regulatory Authorities.

**Certified Design** means the Technical Design of a Sample Product that has been certified by the Certifying Body and for which a Certificate has been issued by the Certifying Body.

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

**Certification Scheme (or Scheme)** means the Certifying Body's Product Certification Scheme for Type Tested Gas Products. The Scheme is a prescribed method or process developed, maintained and operated by the Certifying Body to formally assess an Application for gas Products. It is designed to provide a method of independent Product Certification and is (i) accredited under the Joint Accreditation System of Australia and New Zealand in accordance with ISO/IEC 17065 – General requirements for bodies operating product certification systems and (ii) accepted by relevant Regulatory Authorities in all 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 be issued with a Certificate. In relation to post-Certification issues, means any person, whether an individual, business name, body corporate or other legal entity whose name appears on a Certificate at any time as the holder of the Certificate (commonly referred to as the Certificate Holder).

**Final Inspection** means the inspection of the Sample Product carried out by or on behalf of the Certifying Body immediately prior to the issue of a Certificate and which is intended to confirm that any recorded non-conformances of which the Certifying Body has been made aware have been rectified and that the Technical Design of the Sample Product provided to it appears to be consistent with the proposed Certified Design.

**Gas** means one or other of the gaseous fuels listed in Appendix 8 published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au) as amended from time to time.

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

**Maker's Warranty Badge** means a self-adhesive badge, the design of which is owned by the Certifying Body, and by which the Customer warrants by affixing it to a Production Unit that the Production Unit has been manufactured in strict conformity with the Certified Design.

**Non-Conformance (or Non-Compliance)** means non-conformance of a Sample Product or a Production Unit with a relevant certification requirement as determined by the Certifying Body (typically with a requirement referenced in a Standard or the Rules Governing).

**Product** means any gas appliance or component as described in Section 3 "Scope" of these Rules Governing.

**Production Unit** means a Product that must be manufactured in strict conformity with the Certified Design and which is intended for distribution and/or sale or disposal for gain or otherwise or which is distributed for sale or disposal for gain or otherwise.

**Regulatory Authority** means an Australian State, Territory or Commonwealth government body exercising jurisdiction over those gas appliances and components described in Section 3 (Scope) of these Rules Governing.

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

**Sample Product** means a sample of a Product that the Customer has provided to the Certifying Body for certification purposes and upon the Technical Design of which, or upon an amended Technical Design of which, a Certificate may be issued. Sample Product in respect of a series or family of closely related products means a series of closely related samples of products that the Customer has provided to the Certifying Body that are representative of and compliant with the Technical Design(s) provided to the Certifying Body and which, or upon an amended Technical Design(s) of which, a Certificate may be issued.

For the purposes of this Definition:

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

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

**Standards and/or Codes** means the national and international standards and/or codes acceptable to the Regulatory Authorities for Certification purposes - refer to the list of Standards and/or Codes in Appendix 9 and published on the Certifying Body’s website [www.aga.asn.au](http://www.aga.asn.au). as amended from time to time.

**Technical Design** means an engineering description of a Sample Product provided by the Customer to the Certifying Body in support of its Application and includes (i) the design characteristics and specifications; (ii) physical configuration and structure, including dimensional relationships; (iii) electrical and electronic hardware and software; (iv) materials and components, (v) model identification and (vi) all relevant installation, operating and servicing instructions.

**Test Programme** means a written document prepared by the Certifying Body and outlining the Type Test to be performed and/or assessments to be carried out on a Sample Product by an Authorised Laboratory and/or an Authorised Body.

**Test Report** means an original or a certified copy of a Test Report issued by an Authorised Laboratory on a Sample Product received by the Certifying Body and which contains all relevant test results and a summary of the compliance (or otherwise) of the Sample Product against the tests required by the Test Programme.

For the purposes of this Definition:

- Each Test Report from an Authorised Laboratory operating in Australia shall be an official National Association of Testing Authorities (NATA) endorsed Test Report; and
- Each Test Report from authorised laboratories operating overseas shall be similarly endorsed by an equivalent national laboratory accreditation body.

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

**Type A Gas Appliance** means an appliance designed to burn Gas as a fuel at a consumption rate not more than 500 MJ/h and for which Standards and/or Codes, or combinations of Standards and/or Codes applicable to Australian conditions are available.

**Type B Gas Appliance** means an appliance (including a second-hand appliance) with a gas consumption in excess of 10 MJ/h, including any components or fittings of that appliance downstream of and including the appliance manual shut-off valve but does not include a Type A appliance.

**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 and/or Codes shall be deemed to be a reference to either one or both, 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 and/or Codes 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 2 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 Appendices to these Rules Governing form part of these Rules Governing.

## **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 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 then current non-refundable Application/Certification fee at the same time as it lodges its Application with the Certifying Body (refer to Appendix 2 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 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;
- Authorises the Certifying Body to contact the manufacturer of a Sample Product if the Customer is not the manufacturer of the Sample Product and to discuss with the manufacturer the Application made by the Customer;
- 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 including, if the Customer is not the manufacturer of a Sample Product, all relevant information that the manufacturer holds in relation to the Sample Product 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;
- Will disclose to the Certifying Body if the Product for which the Certification is being sought is or has been the subject of a separate Application with the Certifying Body, another certifying body or with a Regulatory Authority;
- Warrants that all submittal documentation, Test Reports and related information provided to the Certifying Body is a true, accurate and complete representation of the Product and any configurations of the Product requested for Certification;
- Warrants that any Test Report submitted is a true record of assessments conducted on a Sample Product and that the Technical Design of the Sample Product represents the Product and any configurations 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, Test Reports and related information provided by the Customer;
- Acknowledges and accepts that where an Application has been submitted with appropriate Test Reports, the relevant obligations under 5.2 Testing Stage also apply.

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;
- Will provide the Customer with a Test Programme (where required) as soon as practicable after receipt of the submittal documentation - refer to the list of submittal documentation in Appendix 1 and published on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au) as amended from time to time.

## **5.2 The Testing Stage**

The Customer

- Will, where testing is to be conducted, promptly forward the Test Programme to an Authorised Laboratory and/or to an Authorised Body and ensure that the tests required by the Test Programme are carried out and a Test Report on the Sample Product is provided to the Certifying Body;
- Will promptly forward any new, additional or amended Test Programme to an Authorised Laboratory and/or an Authorised Body and shall ensure that the tests required by the new, additional or amended Test Programme are carried out and a Test Report is provided to the Certifying Body;
- Will, at its cost, and if required by the Certifying Body, provide sufficient numbers of a Sample Product, together with the associated Technical Design documentation, to an Authorised Laboratory and/or to any Authorised Body for testing and/or any other assessment (this may include any supplementary testing and/or assessment as the Certifying Body may require);
- Will instruct Authorised Laboratories and/or Authorised Bodies to disclose to the Certifying Body all information that might reasonably be expected to be taken into account by the Certifying Body for the purposes of Certification.

- Will instruct Authorised Laboratories and/or Authorised Bodies to provide to the Certifying Body a copy of all test and/or assessment results/data and all other relevant information relating to tests/assessments carried out and testing/assessment procedures;
- Will fully disclose to the Certifying Body all other relevant information it or its contractors or agents may hold in relation to the Sample Product which information might reasonably be expected to be taken into account by the Certifying Body if it was known to it at the time it was preparing a Test Programme or considering the results of a Test Report and testing procedures;
- Agrees that the Certifying Body will rely upon the accuracy and completeness of any Test Reports, assessments and all other documentation provided to it by the Customer and its Authorised Laboratory and/or Authorised Body.

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

- Will, in a timely manner, review and report to the Customer on any testing information submitted;
- Will advise the Customer of any non-compliance with requirements of an applicable Standard and/or Code, 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.

### **5.3 The Certification Stage**

The Customer:

- Will at its cost provide the Certifying Body, upon request by the Certifying Body, with full access to the Sample Product at the Certifying Body's premises or such other location reasonably required by the Certifying Body sufficient to enable the Certifying Body to undertake a Final Inspection;
- Will at its cost promptly rectify any matters the Certifying Body advises to it which are preventing the issuing of a Certificate and will, when requested, resubmit the Sample Product to the Certifying Body to enable a Final Inspection to take place.
- Warrants to the Certifying Body that the Sample Product submitted for Final Inspection has been manufactured strictly to comply with all requirements of the Certifying Body as advised in writing by the Certifying Body to the Customer.

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

- Will promptly advise the Customer of matters which, in its opinion, are preventing the issuing of a Certificate;
- Will, prior to issue of a Certificate and in accordance with Section 9.9 of these Rules Governing, provide the Customer with a reserved Certificate Number to allow preparation of product markings, etc and to enable a Final Inspection (if required) - but only if the Customer is not at that time indebted to the Certifying Body.
- Will, as required, conduct a Final Inspection on the Sample Product and will promptly advise the Customer of the outcome of the Final Inspection;
- Will, subject to a satisfactory report on the Final Inspection, promptly issue the Customer with a Certificate, but only if the Customer is not at that time indebted to the Certifying Body.

## **6 POST-CERTIFICATION**

### **6.1 Manufacturing of Production Units**

#### The Customer:

- Warrants, if a manufacturer of a Production Unit, to manufacture each Production Unit in strict conformity with the Certified Design;
- Warrants, if not a manufacturer of a Production Unit, to cause each Production Unit to be manufactured in strict conformity with the Certified Design;
- Warrants that it will not distribute for sale, sell or otherwise dispose of for gain or otherwise any Production Unit, the Technical Design of which does not comply in every detail with the Certified Design;
- Will become and remain conversant with relevant gas industry technical and related Standards and/or Codes including any amendments to those Standards and/or Codes and comply with those Standards and/or Codes.
- Will fully disclose to the Certifying Body all relevant information the Customer or its agents or contractors may hold including, if the Customer is not the manufacturer of a Production Unit, all relevant information that the manufacturer holds in relation to a Production Unit.
- Will provide, at the request of, and in a form and manner determined by the Certifying Body, a declaration of the compliance or otherwise of Production Units with the Certified Design.

### **6.2 Labelling of Production Units**

#### The Customer may elect to either:

- (i) Affix an AGA Maker's Warranty Badge to each Production Unit in accordance with these Rules Governing, or
- (ii) Apply the AGAMark on each Production Unit in accordance with the AGAMark Licence Terms and Conditions but only if the Customer has first been issued with the AGAMark Licence by the Certifying Body to enable the Customer to apply the AGAMark, and to do so only in accordance the AGAMark Licence Terms and Conditions.

#### **6.2 a) AGA Maker's Warranty Badges**

#### The Customer:

- Will obtain Maker's Warranty Badges only from the Certifying Body and only for the purposes of affixing such Badges to Production Units for which the Customer holds a current Certificate.
- Will pay the Certifying Body such sum as may be required by it from time to time to enable the Customer to obtain Maker's Warranty Badges in respect of the Certified Design of a Product which is the subject of a current Certificate issued in the name of the Customer (refer to Appendix 2 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 affix or cause to be affixed in an easily visible location, the appropriate form of Maker's Warranty Badge, as set out in Appendix 3, to each Production Unit manufactured, distributed, sold or otherwise disposed of by it throughout the currency of the Certificate;
- Will not affix and will not permit any other party to affix a Maker's Warranty Badge to any Product, the Technical Design of which does not comply in every particular with the Certified Design for that Product;
- Will not distribute, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit which does not bear the appropriate form of Maker's Warranty Badge;
- Will not permit the distribution, sale or disposal of for gain or otherwise any Production Unit which does not bear the appropriate form of Maker's Warranty Badge;

- Will surrender to the Certifying Body any Maker's Warranty Badges held by it immediately upon request by the Certifying Body if in the opinion of the Certifying Body the Customer has failed to comply with its obligations under these Rules Governing.
- Acknowledges that the Certifying Body's Maker's Warranty Badges incorporate a registered trade mark owned by the Certifying Body and that any use of the design other than as permitted under these Rules Governing may constitute a breach of the Trade Marks Act 1995;
- Warrants that it shall not purchase Maker's Warranty Badges for any Product for which the Customer does not hold a current Certificate;
- Will not provide any Maker's Warranty Badges held by the Customer to a third party to enable that party to affix Maker's Warranty Badges to Products except those Products the subject of a current Certificate registered in the name of the Customer, unless written approval has first been received from the Certifying Body to do so;
- Will not accept from a third party any Maker's Warranty Badge and will not affix any such Badge to any Production Unit unless such Badge has been provided to the Customer by the Certifying Body;
- Acknowledges that the Certifying Body may exercise its rights in the manner set out in Appendix 5 of these Rules Governing in the event that the Customer fails to comply with the labelling requirements of this section.

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

- Will provide the Customer with sufficient numbers of Maker's Warranty Badges as may reasonably be requested by the Customer in respect of each Production Unit warranted by the Customer as having been manufactured or caused by it to be manufactured in strict conformity with the Certified Design, but only if the Customer is not indebted to the Certifying Body at the time of making the request, is otherwise not subject to the matters set out in Appendix 5 and if the request is made by the Customer in the form and manner required by the Certifying Body at that time.

## **6.2 b) AGA Mark**

The Customer must comply with the AGAMark Licence Terms and Conditions as well as these Rules Governing. A representation of the AGAMark is set out in Appendix 3.

## **6.3 Marking of Production Units**

The Customer:

- Will apply or cause to be applied the appropriate Certification Mark to each Production Unit manufactured, distributed, sold or otherwise disposed of by it throughout the currency of the Certificate (See Appendix 4 for details of the mark);
- For components where it may be impractical to apply the Certification Mark due to physical constraints etc, may apply to the Certifying Body for a variation to the marking requirement.
- Will not apply and will not authorise any other party to apply the Certification Mark to any Product, the Technical Design of which does not comply in every particular with the Certified Design for that Product;
- Will not distribute, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit which does not bear the appropriate Certification Mark;
- Will not permit the distribution, sale or disposal of for gain or otherwise any Production Unit which does not bear the Certification Mark;
- Acknowledges that the Certifying Body may exercise its rights in the manner set out in Appendix 5 of these Rules Governing in the event that the Customer fails to comply with the marking requirements of this section.

## 6.4 Proposed Change to Certified Design

### The Customer:

- Acknowledges and accepts that product which varies from the Certified Design is not covered by the Certification;
- 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 referred to in Appendix 1 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 (refer to Appendix 2 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).
- Authorises the Certifying Body to contact the manufacturer of a Production Unit if the Customer is not the manufacturer of the Production Unit and to discuss with the manufacturer the Application for modification.

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

- Will promptly process any Application received by it and relating to any proposed modification or change to a Certified Design in accordance with the principles set out in Clause 5.1;
- Will, where appropriate, issue a replacement Certificate to the Customer, which will extinguish the prior Certificate.

## 6.5 New or Amended Certification Requirements

### The Customer

- Will take all necessary steps to remain fully aware of current Certification requirements relating to the Certified Design including any relevant new or amended Standard and/or Code 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 and/or Code 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 and/or Code 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 and/or Code requirements.

### The Certifying Body

- Will ensure the Customer is made aware of any changed Scheme requirements that affect the Customer and verify that such changed requirements are implemented by the Customer.
- Will promptly respond to notification 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 and/or Code requirements, and notify the Customer, in writing, regarding implications for continuance of the Certificate.
- Will, where compliance with new Certification requirements is established to the satisfaction of the Certifying Body, promptly reconfirm in writing, the Certificate.

## 6.6 Audits

### The Customer:

- Will permit the Certifying Body, or any person authorised by it, at all reasonable times to enter upon the Customer's premises or such other location reasonably required by the Certifying Body for the purpose of allowing an Audit to take place on one or more Production Units and will provide such assistance and reasonable facilities including the provision of relevant documentation and other information reasonably requested by the Certifying Body to enable the Audit to be properly carried out;
- Acknowledges that the Certifying Body will conduct audits on a regular basis on one or more Production Units in accordance with Appendix 6.
- Acknowledges that the Certifying Body or any body authorised by it to undertake an Audit will rely upon the accuracy of the information provided to it by the Customer;
- Acknowledges that the Audit process is both random and selective and that it is based on a limited assessment of a representative sample or samples of a Production Unit and on relevant quality assurance measures (refer to Section 9.6);
- Will, if requested by the Certifying Body, provide a representative sample of a Production Unit at a location reasonably determined by the Certifying Body;
- Will pay the Certifying Body fees and charges relating to the Audit (refer to Appendix 2 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, together with the non-standard expenses/costs set out in Section 9.10);
- Will promptly rectify any Non-Conformance disclosed by an Audit;
- Authorises the Certifying Body to contact and to discuss with any relevant government and regulatory bodies concerned with public safety any perceived or potentially significant safety issue that has been disclosed as a result of the Audit.

### The Certifying Body:

- Will, subject to compliance by the Customer with its obligations, conduct Audits on one or more Production Units in accordance with Appendix 6;
- Will advise the Customer in writing of any instance in which the Audit identifies that a Production Unit does not comply with the Certified Design and may suspend the Certificate;
- Will, in the event that it reasonably believes that a perceived or potentially significant non-compliance with the safety intent of any applicable Standards and/or Codes has been identified during an Audit, advise Regulatory Authorities.
- Will suspend or cancel the Certificate in accordance with provisions of Section 8 if, in the opinion of the Certifying Body, the variance of any Production Unit from the Certified Design represents, or could reasonably be considered to represent a non-compliance with the safety intent of any applicable Standards and/or Codes relating to a Production Unit.
- Will suspend or cancel the Certificate in accordance with provisions of Section 8 if, in the opinion of the Certifying Body, the variance of any Production Unit is significant enough that the Certifying Body is unable to confirm compliance with the appropriate Standards and/or Codes.
- Will immediately suspend any Certificate in accordance with Appendix 5 where the Audit reveals a significant non-conformance.

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

### The Customer

- Will advise the Certifying Body 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 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 unsafe or potentially unsafe operation or condition of a Production Unit;
- Will fully cooperate with the Certifying Body and authorises the Certifying Body to advise Regulatory Authorities in the event of an unsafe or potentially unsafe operation or condition of a Production Unit;
- Will initiate every reasonable action to rectify the unsafe or potentially unsafe operation or condition of a Production Unit;
- Will meet the costs incurred by the Certifying Body if it, in its absolute discretion, elects to provide resources at the request of the Customer, to facilitate resolution of matters relating to the field safety issue.

The Certifying Body,:

- Will, at the request of the Customer, and at the Customer's cost, assist the Customer (subject to compliance by the Customer with these Rules Governing and subject to the availability of the Certifying Body's resources at that time), in facilitating a resolution of the matters relating to any field safety issue if possible;
- Will contact, and cooperate with, Regulatory Authorities in the event that it becomes aware of 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 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 5 (found on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au) as amended from time to time.)
- Acknowledges that where the Certificate covers a series or family of closely related products, the Certifying Body may suspend and/or cancel the Certificate held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 5 (found on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au). as amended from time to time.) and the suspension or cancellation will apply to all models, or configurations of models under coverage of that Certificate.
- Undertakes that it will not market or offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Certificate has been suspended or cancelled;
- 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 distribute for sale, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Certificate has been suspended or cancelled by the Certifying Body;
- Will not, affix or permit to be affixed a Maker's Warranty Badge or apply or permit to be applied an AGAMark, to any Production Unit for which a Certificate has been suspended or cancelled by the Certifying Body;
- Must, during the suspension period, comply with any written directions issued by the Certifying Body in relation to use of the AGA Maker's Warranty Badge or AGAMark;
- Will not apply or permit to be applied the Certification Mark to any Production Unit for which a Certificate has been suspended or cancelled;
- 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 5;
- May, in the case of suspension of one or more than one Certificate require satisfactory resolution of the matter, before removing the suspension;
- Shall, in a timely fashion, cancel a Certificate upon receipt of a written instruction to do so from an authorised representative of the Customer;
- Shall comply with reporting requirements of Regulatory Authorities and/or government bodies concerned with public safety with respect to the suspension and/or cancellation of a Certificate.
- Will maintain, and publish on its website periodically, a Directory of all current Certifications;
- 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. In addition, information about a Customer obtained from sources other than the Customer (eg from a complainant or from Regulatory Authorities) shall be treated as confidential.

### **9.2 Transfer of a 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.
- Will provide the Certifying Body with all necessary information required by it to enable the processing of the Transfer and will meet the Certifying Body's charges in processing the Transfer (i.e. the administrative fee set out in Appendix 2 published on 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 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 process any proposed Transfer received by it, 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 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.



#### **9.4 Choice of Law and Jurisdiction**

The laws of the State of Victoria govern these Rules Governing and the AGAMark Terms and Conditions. Subject to the dispute resolution process referred to in Section 9.14, 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 these Rules Governing.

#### **9.5 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 these Rules Governing and the Certification process the AGAMark Licence Terms and Conditions 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 issuing of a reserved Certificate Number.
- (e) The Final Inspection of any Sample Product;
- (f) The granting of any Certificate;
- (g) The affixing of any Maker's Warranty Badge or the application of the AGAMark;
- (h) The applying of any Certification Mark;
- (i) The installation (in accordance with all applicable Acts and Regulations) of any Production Unit bearing a Maker's Warranty Badge, Certification Mark and/or the AGAMark.
- (j) The carrying out of any Audit/Spot Test and any actions undertaken following an Audit/Spot Test;
- (k) The suspension or cancellation of any Certificate or the lifting of a suspension;
- (l) Any communication with Regulatory Authorities or other government bodies concerned with public safety and discussing with those bodies any matters concerning (a) a Sample Product, a Production Unit, a Certified Design, any Audit/Spot Test or a Certificate, and (b) any matters concerning Maker's Warranty Badges;
- (m) The granting, refusal to grant, revocation or termination of any use of the AGAMark under the AGAMark Terms and Conditions or these Rules Governing.
- (n) Any breach by the Customer of any one or more than one of these Rules Governing or any one of the terms and conditions of the AGAMark Terms and Conditions.
- (o) Any breach by the Customer of any one or more than one of the terms and conditions of the AGAMark Licence Terms and Conditions.

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 and also includes any Customer who has held a Certificate at any time.

#### **9.6 Quality Assurance**

The Customer's system of factory quality management must be acceptable to the Certifying Body in order for a Certificate to be issued and remain current. If the Customer is not the manufacturer of a Production Unit then the manufacturer of the Production Unit must have a factory quality management system that must be acceptable to the Certifying Body in order for a Certificate to be issued and remain current.

Where appropriate, the Customer shall complete (and the manufacturer, if different) documentation as described in Appendix 1 – Submittal Documentation and Appendix 6 – Audits.

The Certifying body will accept that a Customer's or a manufacturer's system of factory quality management is sufficient if that system has ISO 9001 accreditation and refers to the Customers obligations under these Rules Governing. Such Customers must provide to the Certifying Body a true copy of its and/or its manufacturer's ISO 9001 accreditation together with, as appropriate, a copy of the QMS procedures that relate to the Customer's obligations under these Rules Governing.

#### **9.7 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.

#### **9.8 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 and/or Code. In some cases, however, the Product may incorporate features or technologies for which requirements in the Standard and/or Code are inapplicable, inadequate or nonexistent - and an alternative assessment approach is necessary.
- b. Accordingly, Products with innovative or novel features which do not fit neatly within the parameters of an existing Standard and/or Code will not be denied Certification as long as they satisfy the safety requirements of Regulatory Authorities. Such Products will be referred to the Regulatory Authority 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 and/or Code, will be dealt with in accordance with the procedure in paragraph (b) above.

#### **9.9 Reserved Certificate Numbers**

The Certifying Body may, upon receiving a written request from the Customer in a form approved by the Certifying Body, issue the Customer with a reserved Certificate Number. A reserved Certificate Number may only be issued to enable the Customer to print data plates and/or publications relating to a Sample Product shortly prior to the issue of a Certificate.

The Customer agrees that any reserved Certificate Number issued to it may be withdrawn by the Certifying Body after the expiration of 30 days from the date of its issue if a Certificate has not been issued to the Customer. The Certifying Body may in exceptional circumstances and in its absolute discretion extend the 30-day period.

The Customer agrees that a reserved Certificate Number has no Certification status, does not entitle the Customer to represent that the reserved Certificate Number is a valid and current Certificate Number and agrees that no Product will be sold in or supplied to the marketplace prior to the Certificate being issued.

Furthermore, subsequent confirmation of a reserved Certificate Number (ie receipt from the Certifying Body of the Certificate) does not provide a retrospective Certification of any product that has been released into the marketplace whilst bearing that reserved Certificate Number.

#### **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 important post-Certification services to a Customer. Typically, these expenses/costs would relate to travel and/or accommodation where the Certifying Body has to provide such services outside its operational metropolitan areas.

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, and in advance, of the projected non-standard expenses and the Customer will agree 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 and post-certification services, 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 expeditiously 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 relevant 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 important tests and/or assessments designed to help address non-compliance with the safety intent of the applicable Standards and/or Codes associated with issues such as field failures, failed audits and Product complaints. The Customer shall, at its own cost and if requested by the Certifying Body, provide a Production Unit to the Certifying Body, an Authorised Laboratory and/or an Authorised Body nominated by the Certifying Body for the purposes of conducting such testing and/or assessments. All costs associated with Spot Tests are at the Customers expense.

Regulatory Authorities may also require a Customer to provide a Production Unit for assessment, as they deem necessary.

### **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 by the Certifying Body (refer to Appendix 2 published on 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 (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.

### **9.16 Validation Period of a Certificate**

A Certificate will continue to operate unless it is Cancelled or Suspended under these Rules Governing, subject to (i) compliance with these Rules Governing and (ii) payment of all Certifying Body's fees and charges.

### **9.17 Use of the AGA logo and Makers Warranty Badge**

The AGA logo is legally protected and its unauthorised use is strictly prohibited. AGA accepts that customers may legitimately wish to include an appropriate reproduction in product and related materials and requires customers to formally request approval for use of its logo for such use. In determining the suitability, or otherwise, of the use of its trademark, the Customer must provide a draft of the relevant section of the Product brochure, etc and AGA will consider the context in which the logo will appear to help ensure its use is not misleading or inappropriate. AGA will assist customers wherever possible in satisfying its content and timeframe issues.

It is important to note that the AGA Maker's Warranty Badges are also protected legally - and that AGA will under no circumstances authorise their reproduction.

### **9.18 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 in due course, the Certifying Body reserves the right to dispose of the Sample Product at a time and manner of its choosing and without further advice to the Customer. The Customer agrees that, if requested, it will reimburse the Certifying Body for any associated disposition costs.

### **9.19 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.

### **9.20 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**

### **10.1 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 Product Certification Form* (AGA Ref: QF743) 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 (refer to Appendix 2 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. A copy of Product Specifications, which clearly identify the Sample Product. These shall provide an engineering description of the Sample Product and cover physical configuration and structure, dimensional relationships, electrical hardware and software, wiring diagrams, materials and components. The specifications are also to include a copy of fully dimensioned A4 size drawings and instructions relating to installation, operation and maintenance applicable to the Product. In addition, you should refer to the relevant Standards as they may require further specific documentation for assessment purposes.
4. If the manufacturer of the Sample Product is not the Customer, a completed quality assurance documentation form (AGA Ref: QF813) with relevant supporting documentation (NB: check AGA website for current version of the Form);
5. Any other information the Customer wishes the Certifying Body to consider in its Certification assessment. This may also include appropriate test reports relevant to the product submitted for certification.

#### **Notes:**

1. *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.*
2. *Applications received without the necessary supporting documentation and payment (as described above) may be rejected and returned to the Customer.*
3. *If a Test Report is to be submitted with an Application, it must be from an Authorised Laboratory/Authorised Body and will need to report on all relevant testing requirements subsequently identified by the Certifying Body if it is to help reduce the time taken to gain certification.*
4. *Customers are advised to refer to the AGA's website ([www.aga.asn.au](http://www.aga.asn.au)) or contact the AGA Head Office (tel: +61 3 9580 4500) to obtain the current versions of Forms. The AGA Head Office can also provide fee details/quotations.*

## **10.2 APPENDIX 2: AGA FEES AND CHARGES**

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

- Applications/Certifications (quotations provided upon request)
- Annual Certificate Renewal (per Certificate and invoiced at the start of each Financial Year)
- Product Verification Audits
- Administrative Work (charged at the appropriate hourly rate)
- AGA Laboratory Testing (quotations provided upon request)

Customers holding Certificates for Gas appliances are also required to comply with AGA Marking requirements and, subject to eligibility, can choose to purchase Makers' Warranty Badges or an AGAMark Licence.

Please contact AGA for further details if required.

**10.3 APPENDIX 3: LABELLING REQUIREMENTS**

**Part 1: AGA MAKER'S WARRANTY BADGES**

**NB:** AGA Maker’s Warranty badges can only be purchased from the AGA Head Office. The badges incorporate a Registered Design of the AGA and may **NOT** be reproduced under any circumstances. The AGA may suspend and/or cancel a Certificate Holder’s Certification/s for breaches as outlined in these Rules Governing.



**General Appliance**

*(Includes general domestic appliances such as cookers, space/ducted air/water heaters)*

**BLUE**



**Residential Type BBQ**

*(ie BBQ's designed for domestic use whether fixed or mobile)*

**RED**



**Portable Camping & Leisure Products**

*(ie small, easy to carry camping and picnic type appliances)*

**GREEN**



**Commercial Catering Products**  
*(ie equipment designed for use in commercial cooking situations)*

**YELLOW**

*NB: All types of Maker’s Warranty badges only sold in sheets of 10*

**Part 2: THE AGAMARK**

**NB:** The AGAMark is an alternative labelling option available to AGA Members only and one that incorporates a Customer’s specific AGAMark Licence Number. The AGAMark is legally protected. AGA authorisation for a Customer to apply the AGAMark is subject to acceptance by AGA of an Application for an AGAMark Licence and payment in full of the relevant AGAMark Licence fee. Use of the AGAMark is governed by the AGAMark Terms and Conditions and these Rules Governing. The AGAMark may be applied in colour as described in the AGAMark Terms and Conditions or in black and white. Sample images are shown below.



Refer to the document on our website entitled AGAMark Licence Terms and Conditions for full details of the AGAMark and its properties including but not limited to its size and colour.



## 10.4 APPENDIX 4: CERTIFICATION MARK

The Certification Mark is a unique identifier that provides key Product certification information to stakeholders, including Regulatory Authorities.

### Certification Mark Objectives

The Certification Mark shall clearly:

- a. Identify the Certifying Body that has issued the Certification.
- b. Reference the Certificate Number that applies to the Product; and
- c. Indicate the scope of certification issued by the Certifying Body (eg if the certification covers gas or electrical or both gas and electrical related Standards)

The Customer must advise the Certifying Body how and in what form the Certification Mark is to be applied to certified products and the Certifying Body reserves the right to reject any Certification Mark proposal advised to it by the Customer. For gas and gas/electrical appliances, the Certification Mark shall be incorporated into the appliance data plate. The information below describes how to successfully fulfil the Certification Mark objectives and, unless otherwise agreed to by the Certifying Body in writing, shall apply.

### Certification Mark Requirements

#### GAS

For certificates issued to cover **Gas Product Standards only**, the Certification Mark MUST include the pre-fix "AGA", then followed by the Certificate No., then followed by the letter "G".  
ie **AGA XXXX G**

#### ELECTRICAL

For Certificates issued to cover **electrical Product Standards only**, the Certification Mark MUST include the pre-fix "AGA", then followed by the Certificate No., then followed by the letters "EA" (if the electrical equipment is a regulatory declared article) OR the letter "E" (if the electrical equipment is not a regulatory declared article);  
i.e. **AGA XXXX EA or AGA XXXX E**

#### GAS & ELECTRICAL (COMBINED CERTIFICATION)

For Certificates issued to cover **gas and electrical Product Standards**, the Certification Mark MUST include the pre-fix "AGA", then followed by the Certificate No., then followed by the letter "G", then followed by the letters "EA" (if the electrical equipment is a regulatory declared article) OR the letter "E" (if the electrical equipment not a regulatory declared article).  
ie **AGA XXXX G EA or AGA XXXX G E**

In the examples above:

- |             |  |
|-------------|--|
| <b>AGA</b>  | identifies the Certifying Body   |
| <b>XXXX</b> | denotes the relevant Certificate No.   |
| <b>G</b>    | denotes Certification under The AGA Product Certification Scheme for Type Tested Gas Products  |
| <b>EA</b>   | denotes certification (regulatory declared article) under The AGA Product Certification Scheme for Type Tested Electrical Products     |
| <b>E</b>    | denotes certification (non regulatory declared article) under The AGA Product Certification Scheme for Type Tested Electrical Products |

## 10.5 APPENDIX 5: CERTIFICATION STATUS CHANGE

### Suspension

Subject at all times to its rights of cancellation set out on the following page, the Certifying Body may suspend a Certificate (including a Certificate where a series or family of closely related products are covered by the Certificate) for such period as determined at the sole discretion of the Certifying body when:

- In the opinion of the Certifying Body, continuance of a Certificate may result in a significant or potentially significant threat to public or consumer safety;
- The Customer fails to meet one or more than one of the Customer's obligations under these Rules Governing.
- 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 2 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 is received from a Regulatory Authority or other government body.
- The Customer has failed to comply with a provision of the AGAMark Licence Terms and Conditions.

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:

- Gas train/safety componentry (eg gas controls, limit switches, pressure switches)
- Combustion system (eg air/flue passages, rating, burner, injectors, aeration controls)
- Introduction of Product for use with a specific gas type / voltage supply characteristics that is not covered by the claimed certification.
- Introduction of Product for use with a specific gas type that has not been assessed
- Installation and/or operating instructions
- Material composition changes (eg in casings, castings, trivets, burners, heat-exchangers, seals, hoses)
- Product being falsely represented as certified by bearing or claiming a Certification Mark or claiming a Certificate number that does not apply to that Product.
- Product bearing a Certification number, and/or Product to which a Maker's Warranty Badge or an AGAMark has been affixed or applied, but for which a Certificate has not been issued.
- 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
- Data Plate errors (eg missing/incorrect Certificate Mark, gas type, injector size, rating)

#### Notes:

1. It is a requirement of Regulatory Authorities that they be advised when a Certificate has been suspended including the reasons and circumstances that lead to the suspension of the Certificate. The Certifying Body will comply with such requirement.
2. Where the Certificate covers a series or family of closely related products, the Certifying Body may suspend the Certificate held by the Customer for any one, or more than one, of the reasons set out in and in accordance with these Rules Governing (found on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au). as amended from time to time) and the suspension will apply to all models, or configurations of models under coverage of that Certificate.

## Cancellation

### 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 and the AGAMark Licence Terms and Conditions.

Notwithstanding the above, the Certifying Body:

- Reserves the right to cancel a Certificate where a Certificate has been suspended for a period greater than 12 months.
- May cancel a Certificate 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 Certificates 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 2 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 from an Australian Court of Law, Regulatory Authority or other government body;
- May cancel a Certificate when the Customer fails to comply with one or more than one of the Customer's obligations as set out in these Rules Governing.
- May cancel a Certificate when a Customer fails to comply with AGAMark Licence Terms and Conditions, purports to have been granted an AGAMark Licence when it has no such licence, or continues to apply an AGAMark to Production Units past the expiry date of such licence.

### **Notes:**

1. *It is a requirement of Regulatory Authorities that they be advised when a Certificate has been cancelled, including the reasons and circumstances that lead to the cancellation of the Certificate. The Certifying Body will comply with such requirement.*
2. *Where the Certificate covers a series or family of closely related products, the Certifying Body may cancel the Certificate held by the Customer for any one, or more than one, of the reasons set out in and in accordance with these Rules Governing (found on the Certifying Body's website [www.aga.asn.au](http://www.aga.asn.au) as amended from time to time) and the cancellation will apply to all models, or configurations of models under coverage of that Certificate.*

## 10.6 APPENDIX 6: AUDITS

### Purpose

- To provide a limited level of independent verification that Production Units continue to be manufactured in accordance with the Certified Design; and
- To help ensure the Certified Design is reviewed in light of new or changed Certification requirements or Standards.

### Audit Limitations

- The Audit process is routinely based upon a selective review of a single (or restricted number) of Production Units. Audits are generally conducted at the Customer's premises (or that of their nominated representative) and, as such, are unable to involve detailed laboratory testing.
- The Audit process is both random and selective and is based on a limited, essentially visual, assessment of a representative sample or samples of a Production Unit.
- The Audit process is also based on a basic assessment of the Customers/manufacturers quality assurance measures and requires completion of the relevant AGA forms by the appropriate party/parties (Refer to AGA Forms Ref: QF811 and QF813, available from the AGA website).

### Audit Principles

- The Certifying Body reserves the right to conduct audits on randomly selected Production Units as and when it sees fit.
- It is intended that Audits should be conducted on a regular basis.
- An Audit is predominantly a visual comparison of a Production Unit with elements of the associated Certified Design and the current requirements prescribed in applicable Standards and/or Codes.
- Audits may not necessarily cover all features, versions or components of the Certified Design but should (over time) cover most of them.
- Irrespective of nature, severity or cause, auditors will report all audit non-compliances disclosed by the Audit to the Certifying Body.
- In addition to any fee to renew a Certificate, all failed audits relating to that Certificate will attract an audit charge based on the current hourly rate (i.e. on-site audit time plus a reasonable estimate of pre/post audit administrative and total travelling time).
- The Certifying Body may recover from the Customer non-standard expenses incurred by it arising from an Audit.
- For a Certificate to remain current, the Customer must pay the required Renewal Fee each year and by the due date and make a Production Unit available for audit when requested.
- The Certifying Body will suspend the Certificate for any Production Unit failing an Audit for reasons that, in the opinion of the Certifying Body, may represent a significant safety problem because of non-compliance with the safety intent of any applicable Standards and/or Codes relating to a Production Unit. 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 standard Audit is unable to adequately confirm continued compliance with current Certification requirements, and where it has reasons to suspect a significant non-compliance may exist, the Customer agrees to submit a Production Unit for laboratory re-testing at its own expense.
- Where no Production Unit relating to a Certification has been assessed in a laboratory for in excess of 5 years, the Certifying Body may request appropriate laboratory re-testing, and the Customer agrees to comply with such request and at the Customer's expense.

## 10.7 APPENDIX 7: AUTHORISED LABORATORIES

### Notes:

- The AGA Laboratory is able to assist Customers with their testing requirements for AGA Certification purposes. Please refer to the AGA website [www.aga.asn.au](http://www.aga.asn.au) for our contact details.
- Not all laboratories are recognised by AGA and/or are accredited to perform all types of test work. It is the responsibility of the Customer to check, and receive written confirmation that their selected laboratory (i) is recognised by AGA and (ii) holds a Scope of Accreditation that authorises it to conduct and report on the relevant Test Programme. To avoid any unnecessary expense and/or being issued with a non-compliant Test Report, please discuss with AGA before finalising your testing arrangements.

## 10.8 APPENDIX 8: LIST OF GASEOUS FUELS

Gaseous fuels for which the AGA Product Certification Scheme(s) applies are as follows:

- 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.

## 10.9 APPENDIX 9: LIST OF COMMONLY USED STANDARDS

The following is a non-exhaustive list of the most common Australian/other standards that relate to specific products submitted to AGA for Certification purposes.

- AG 112 Approval Requirements for Incinerating Toilets
- AG 805 Approval Requirements for Natural Gas Vehicle (NGV) Components
- AG 806 Approval Requirements for Vehicle Refuelling Appliances
- AG 807 Approval Requirements for Natural Gas Flexible Hose and Hose Assemblies for Pressures Above 2.6 MPa
  
- AS 2473 Valves for compressed gas cylinders
- AS 2658 LP Gas - Portable and Mobile Appliances
- AS 3645 Essential requirements for gas equipment
- AS 3814 Industrial and commercial gas-fired appliances
- AS 4551 Domestic Gas Cooking Appliances
- AS 4552 Gas Water Heaters
- AS 4553 Gas Space Heating Appliances
- AS 4554 Gas Laundry Dryers
- AS 4555 Domestic Gas Refrigerators
- AS 4556 Indirect Gas-Fired Ducted Air Heaters
- AS 4557 Domestic Outdoor Gas Barbecues
- AS 4558 Decorative Gas Log and Other Fuel Effect Appliances
- AS 4560 Gas Pool Heaters
- AS 4563 Commercial Catering Gas Equipment
- AS 4565 Radiant Gas Heaters for Outdoor and Non-Residential Indoor Use.
- AS 4566 Flue Cowls – Gas Appliances
- AS 4567 Twin Wall Metal Flues – Gas Appliances
- AS 4617 Manual Shut-Off Gas Valves
- AS 4618 Gas Appliance Regulators
- AS 4619 Gas Appliance Thermostats
- AS 4620 Thermoelectric Flame Safeguards
- AS 4621 Regulators for Use with Liquefied Petroleum Gases - Vapour Phase
- AS 4622 Electrical and Electronic Ignition Devices for Gas Appliances
- AS 4623 Jointing Compounds and Materials for Use in Gas Pipe Joints
- AS 4624 Combination Controls for Gas
- AS 4625 Electronic Flame Safeguards and Flame Detectors
- AS 4627 Quick-Connect Devices for Gas
- AS 4628 Pressure and Temperature Limit Devices for use with Gas Burners
- AS 4629 Automatic Shut-Off Valves and Vent Valves
- AS 4630 Leakage Detection Systems
- AS 4631 Limited Flexibility Connectors for Gas
- AS 4632 Over-pressure and Under-pressure Cut Off Devices
- AS 4643 Overhead Radiant Tube Gas Heaters
- AS 5262 LP Gas mobile industrial direct fired air heaters
- AS 5263.0 Gas appliances - General requirements
- AS/NZS 1425 LP Gas Fuel Systems for Vehicle Engines
- AS/NZS 1869 Hose and Hose Assemblies for Liquefied Petroleum Gases (LP Gas), Natural Gas and Town Gas
  
- AS/NZS 5601 Gas installations - General installations
- EN 298 Automatic Gas Burner Control Systems for Gas Burners and Gas Burning Appliances With or Without Fans