



# **Australasian Certification Authority for Reinforcing and Structural Steels Ltd (ACRS)**

## **Product Certification Scheme Rules** Version 12.0



## DOCUMENT CONTROL

Date	Amendment	Approved by	New version number
04/12/2019	<p>New version taking into account updated requirements for Use of the ACRS Mark:</p> <ul style="list-style-type: none"><li>• General amendment replacing use of the term “Certification Mark”, where used, with synonymous term “Mark” for consistency and clarity.</li><li>• Amendment of clause 5.5.5, Evaluation of QMS Systems, to remove references to ISO 9001: 2008.</li><li>• Addition of subclause 5.8.3 “Scope of Certificate” and renumbering subsequent.</li><li>• General amendment and subclause renumbering of clause 5.9 “Use of the Mark” to clarify use of ACRS Mark, including remedies for misuse and possible use of any alternative Mark.</li><li>• Amendment of clause 5.9.2.3 Technical Approval to clarify long-standing practice of producer labels referencing TA and number with the ACRS Mark.</li><li>• Amendment of clause 5.9.3 Differentiation of Approved and Exempted Assessable Materials to clarify time allowed for change and Misuse of the Mark.</li></ul> <p>And additionally:</p> <ul style="list-style-type: none"><li>• Amendment of cl 5.11 Refusal to Grant Access.</li><li>• Amendment of clause 8.1 “Fees and Charges”, adding subclause (e) with renumbering of following subclause, and amendment of clause 8.2 “Refund Policy”, removing reference to withdrawn tonnage levy and adding reference to certificate and administration fees.</li></ul>	Board	12
29/05/2019	Amendment of clause 5.4.1 (d) and (e), “New Applications” reducing the permissible application period from 12-months to 6-months. Minor editorial changes.	Board	11.4
05/12/2018	Addition of clause 5.5.1 (h) “Exemption Evaluation”. Addition of clause 5.5.1 (i) “Exit Evaluation” to clarify circumstances under which an Exit Evaluation may be required. Addition of clause 5.5.6 “Evaluation of Exemption”. Addition of clause 5.5.7 “Failure to Allow Evaluation” to reposition wording through clause 5.5.1 “Evaluation”. Amendment of clause 7.1 to extend the notice period for voluntary withdrawal. Minor editorial changes.	Board	11.3
29/08/2018	Amendment of clause 5.9.1.3 to permit display of Technical Approval Mark with associated Approved Materials following board meeting 29 August 2018	Executive Director (minor amendment)	11.2
06/09/2017	Addition of clauses 5.4.8, 9.2 (e) and 9.2.5 relating to bullying and harassment of Representatives	Board	11.1



31/05/2017	<p>New version taking into account creation of new “Product Classes”:</p> <ul style="list-style-type: none"> <li>• Inserting additional subclause, 2(hh) “Product Class” and renumbering subsequent subclauses.</li> <li>• Amendments to various clause 2 definitions to change requirement for a Certified Firm to be approved for all Assessable Materials supplied to all Scheme Standards to the requirement that a Certified Firm may be granted certification for all Assessable Materials supplied to all Scheme Standards within one, or more Product Classes.</li> <li>• Addition of definitions of Producer, Non-Producer and Technical Approval Certificates;</li> <li>• Amendment to clause 5.4 “Application” to reference Product Class, treatment of Product Classes and Exemptions for Certified Firms.</li> <li>• Amendment to clause 5.5.5 “Evaluation of quality management systems” to include traceability of Approved Materials.</li> <li>• Amendment to clause 5.9.2 to clarify Use of the Certification Mark after the introduction of Product Classes.</li> </ul> <p>And additionally:</p> <ul style="list-style-type: none"> <li>• Amendment to clause 4.5 “Interpretation of Scheme Rules and Product Requirements” to clarify that the Authority alone shall have the ability to interpret these.</li> <li>• Amendment to clause 5.5 “Evaluation” to clarify application of various Evaluation types and associated costs.</li> <li>• Addition of new subclause 5.5.3 “Certification of Depot Locations” and renumbering of subsequent subclause.</li> <li>• Amendment to clause 5.7.3 “Technical Approvals Certificates” to clarify the conditions under which ACRS may issue a supporting technical report.</li> <li>• Amendment of clause 7.3 “Temporary Withdrawal” to clarify the time limits of such withdrawal. Minor editorial amendments</li> </ul>	Board	11
10/02/2016	<p>Addition to definition of Assessable materials of the sentence “For the sake of clarity, Assessable Materials also include any materials manufactured to any standard or specification whatsoever that are subsequently delivered to the end user as meeting the Product Requirements of this Scheme”.</p>	Executive Director	10.1
03/02/2016	<p>New version taking into account the development of the Certification Agreement (OPS 002-03) that now operates between ACRS and new Applicant and existing Certified Firms. The Certification Agreement is required by both ISO/IEC 17065 for product certification and ISO/IEC 17021 for management system certification and contains provisions that duplicate similar provisions in previous versions of the Rules.</p> <p>As such, the Rules are amended by:</p>	Board	10



	<ul style="list-style-type: none"> <li>Rules provisions related to agreement between the parties are transferred to the Certification Agreement.</li> <li>Clarification of the provision related to the Client demonstrating the fulfilment of ISO 9001 for Assessable Materials as part of evaluation activities.</li> <li>Addition of provisions related to “Client” and “Management Systems”</li> </ul> <p>Additionally, minor editorial amendments including</p> <ul style="list-style-type: none"> <li>Amendments to terms of Notice to clarify email notification and acknowledged date of receipt of notification.</li> <li>Clarification of ACRS 3-Year assessment cycle and Certification Requirements;</li> <li>Clarification of Assessable location, Assessable Materials and Approved Materials;</li> <li>Clarification of Scheme requirements for acquisition or merger by a Certified Firm;</li> </ul>		
30/03/2015	<p>Addition of definition of Technical Approvals, Primary Location, Transform, Secondary Location and Depot Location, replacement of the use of the term ‘Standard’ with ‘Product Requirement’, replacement of term “site” by “location” and “principal” by “primary”. Amendments to cl. 4 to better align with the company constitution of ACRS. Amendment to clause 5 to replace ‘assessment’, ‘assessment an inspection’, ‘inspection’ with the term ‘evaluation’ to better reflect the use of that term in ISO/IEC 17065. Renumbering of “Merger or Acquisition of Firm” to clause 5.3.3. Amendment of cl 5.3.4 to clarify primary location responsibility for nonconformities of secondary locations and distribution locations. Addition of clause 5.3.5 to define the operation of ACRS Technical Approvals. Amendment of clause 5.8 to distinguish the use of Product Certification Mark from use of the Technical Approvals Mark, and addition of cl 5.8.1.3 to define and to define use of the Technical Approvals Mark. Amendment of cl 5.8.2 (d) to clarify Certified Firm’s sole responsibility to ensure supply of conforming materials. Amendment of cl 6.2 to include requirement to report changes to key personnel. Amendment of cl 7.5 to include the option to downgrade all certificates to “Non-Producer”. General editorial and formatting changes.</p>	Board	9.0
20/11/2013	<p>Deletion of references to ISO/IEC 65, amendment to definition in clause 2 of “Approved Materials”, “Assessment” and “Audit &amp; Assessment Committee”, amendment of clause 5.3 to include requirements for extension of scope of certification, amendment of clause 5.7.5.2 to clarify the ACRS Mark and the mandatory reference to ACRS by Certified Firms on all Firm documents where reference is made to a “Standard”, amendment of clause 5.7.6 to include ACRS standard indemnity, and other minor editorial improvements.</p>	Board	8.3



22/08/2013	Amendments to revise name of Authority to “Australasian Certification Authority for Reinforcing & Structural Steels Ltd.”, modification of clause 3 paragraph 1 to remove reference of supply to “Australian market” and replace with “a Standard” and addition of clause 4.1 (g) to reference AS/NZS 1594 - Hot-rolled steel flat products.	Board	8.2
18/03/2013	Minor amendments to clarify period of certification and assessment Year, change of assessment of secondary sites from 2-Year to 3-Year cycle, change to clarify use of ACRS Mark, and other minor editorial improvements.	Board	8.1
29/11/2012	Version 8.0 approved at the 21 November 2012 Board meeting.	Board	8.0
12/11/2012	Inclusion of the text of the secondary site policy and reinstatement of the original types of assessment. Removal of the provisions for de-escalation of nonconformities and removal of the prohibition of the use of the ACRS mark on test certificates.		8.0 (Draft 6)
03/10/2012	Editorial changes included after a further review with the Executive Director, including removing the list of ACRS members in favour of a weblink to the ACRS website.		8.0 (Draft 5)
28/07/2012	Additions to complaints and appeals.		8.0 (Draft 4)
23/06/2012	Changes in consultation with the Executive Director to section 5.4 on the types of assessment, and included ‘assessment’ in the definitions, and additions to section 9 Complaints.		8.0 (Draft 3)
19/06/2012	Change of the name from ‘Scheme Regulations’ to ‘Scheme Rules’ to reflect terminology in international standards and guide, and minor editorial changes.		8.0 (Draft 2)
10/02/2012	Substantial revision and restructuring of the Regulations in readiness for accreditation of ACRS and to align with relevant international guidance (ISO/IEC CD 17067, <i>Conformity assessment - Fundamentals of product certification and guidelines for product certification schemes</i> ).		8.0 (Draft 1)
01/01/2012	cl 19 “Certification Mark” - new ACRS logo	Executive Director	
01/01/2012	General revision	Executive Director	



23/03/2011	cl 1(q) "Firm" - general revision cl 4 (t) "Complaints" - general revision cl 5.1 "Non-Producer Status" - general revision cl 7 "Assessment & Inspection" - general revision addition of cl 8.3 "De-escalation" "Non-Compliance" renumbered as cl 8.4 and revised cl 9.1 - notification required increased from "one" to "three (3) calendar months" cl 9.2 "ant" corrected to "any" cl 19 "Certification Mark" - general revision	Executive Director	
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# 1. INTRODUCTION

These Scheme Rules provide for the establishment and operation of the product certification scheme of the Australasian Certification Authority for Reinforcing and Structural Steels Ltd (“ACRS” or the “Authority”).

These Rules are to be read in conjunction with the associated ACRS Certification Agreement. Applicant Firms and Certified Firms accept that the Authority provides product certification services to them only under the terms and conditions of these Rules and the Certification Agreement.

This Scheme covers product certification and technical approvals for the manufacture and supply of reinforcing steels, general steels and related products that fulfil the requirements of relevant Australian, New Zealand or international standards, and other specifications.

This Scheme is designed and operated in accordance with recognised standards for product certification that include requirements for impartiality, competence management and appropriate process. These recognised standards are:

- AS/NZS ISO/IEC 17067:2014, *Conformity assessment - Fundamentals of product certification and guidelines for product certification schemes*;
- AS/NZS ISO/IEC 17065:2013, *Conformity assessment - Requirements for bodies certifying products, processes, and services*;
- SA HB 18.23-1991; ISO/IEC Guide 23 *Methods of indicating conformity with Standards for third-party certification systems*; and
- SA HB 18.27-1991; ISO Guide 27 *Guidelines for corrective action to be taken by a certification body in the event of misuse of its mark of conformity*.

The ACRS Scheme was created and is endorsed by the members of the Authority. These members include:

- a) specifiers, engineers and designers;
- b) regulators and inspectors;
- c) purchasers and users;
- d) steel producers;
- e) steel processors;
- f) steel importers;
- g) construction industry associations; and
- h) professional, academic and research bodies.

A full list of the current members is available on the Authority’s website ([www.steelcertification.com](http://www.steelcertification.com)).

The Authority began operation in 2001, and issued its first certificates in 2003.



## 2. DEFINITIONS

In these Rules, the following definitions apply:

- (a) “Applicant Firm” – a Firm that has submitted an application;
- (b) “Approved Materials” – Assessable Materials which have been assessed by the Authority and for which a Certificate has been issued;
- (c) “Assessable Location” – any facility of the Firm that manufactures, Transforms, or supplies, or distributes Assessable Materials of any Product Class. All Assessable Locations of any Product Class are liable\* for assessment at the discretion of the Authority, whether or not a location is a Certified Location;

*(\* For the sake of clarity, the term “liable” indicates that the Authority holds the authority to at its sole discretion inspect, but not necessarily to Evaluate for Certification any site or facility of the Firm supplying Assessable Materials.)*

- (d) “Assessable Materials” – all materials manufactured by the Firm, Transformed by the Firm, or otherwise supplied within the Firm, or to a 3<sup>rd</sup>-party by the Firm, or manufactured, Transformed or supplied by any other entity of the Firm, that are eligible for Certification under the Scheme.

For the avoidance of doubt, Assessable Materials include all materials of all Product Classes manufactured to any Standard or specification whatsoever that are subsequently delivered to the end-user as meeting any of the Product Requirements of this Scheme, whether or not such materials are manufactured, Transformed, or supplied from a Certified Location.

Assessable Materials may not be Approved Materials (e.g. those input materials not subject to Certification, or those materials that fail to meet the Product Requirements).;

- (e) “Audit and Assessment Committee” – a committee of the Authority that reviews Evaluations and makes Certification decisions (with any conditions attached thereto) on behalf of the Authority;
- (f) “Authority” – the Australasian Certification Authority for Reinforcing and Structural Steels Ltd, ACN 096 692 545 (or, “ACRS”);
- (g) “Board” – the Board established as the governing body of the Authority under the constitution and which may, under the constitution, delegate certain of its powers to an Executive Committee and other Subsidiary Committees. The Board comprises the Executive Director, nominated Members to the Board and invited individuals, as required;
- (h) “Certificate” – the statement of conformity issued by the Authority which attests that the Firm:
  - a. conforms to the Scheme Rules and the relevant Product Requirements;  
and
  - b. is subject to Evaluation by the Authority.



There are three classes of Certificate: “Producer”, “Non-Producer” and “Technical Approval”;

- (i) “Certificate Number” – a unique number which is indicated on each Producer Certificate and Technical Approval;
- (j) “Certification” – the procedures by which the Authority undertakes Evaluation to determine whether Assessable Materials conform to the requirements of the Scheme, and in which the Authority attests this conformity in the form of a Certificate;
- (k) Certification Agreement – the binding agreement between the Applicant or Certified Firm and ACRS for the provision of ACRS certification services;
- (l) “Certification Material” – all material created for the purposes of evaluation, audit or certification activities, or is provided to ACRS as part of the Certification Agreement, and includes, without limitation:
  - i. all notes, data, correspondence, documentation, presentations, emails;
  - ii. rules, procedures, evaluation and audit tools, plans and checklists;
  - iii. test results and reports;
  - iv. all certification documents and marks of conformity.
- (m) “Certification Requirement” – A requirement that may include Product or Management System Requirements, which the Client must demonstrate fulfilment of in order to be issued a Certificate;
- (n) “Certified Firm” – a Firm whose materials, processes and quality management systems have been certified by the Authority as meeting the Certification Requirements of the Scheme and to whom a Certificate is issued;
- (o) “Certified Location” – a facility of the Certified Firm holding a Certificate;
- (p) “Client” – an Applicant or a Certified Firm responsible to the Authority for demonstrating that the Certification Requirements, including Product Requirements and Management System Requirements, are fulfilled;
- (q) “Communication Media” – all the Certified Firm’s external communications media, including but not limited to advertisements, displays, posters, TV advertisements, promotional videos, websites, emails, social media statements, brochures; outdoor advertisements (such as billboards and signs); stationery (such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips), and product tags and product markings;
- (r) “Declaration” – a form signed by each Applicant Firm, or a form submitted quarterly by each Certified Firm;
- (s) “Depot Location” – an Assessable Location that stocks, distributes, or resells Assessable Materials, but does not manufacture or Transform Assessable Materials;



- (t) "Evaluation" – activities undertaken by the Authority to confirm the Firm's compliance with the Scheme;
- (u) "Exemption" – (also Exempted) Assessable Materials of a Product Class deemed by the Authority to not be covered by Certification of the Firm;
- (v) "Firm" – any organisation, or Group engaged in the manufacture, Transformation, stocking or distribution (or any combination thereof) of Assessable Materials;
- (w) "Group" – any subsidiary holding, associated company or subsidiary undertaking of a holding company that manufactures, Transforms, or supplies materials for the production of Approved Materials. For this purpose, "subsidiary", "holding company" and "subsidiary undertaking" shall have the meaning set out in the Corporations Law of New South Wales and as amended from time to time; "associated company" shall mean body corporate in which the relevant party has a direct or indirect 20% beneficial interest in the share capital of that body corporate. For the sake of clarity, where more than one Firm is owned by the Group, all such Firms supplying Assessable Materials shall be included both in the Group's application and its subsequent Certification, unless a Product Class (or Classes) has been granted Exemption by the Authority;
- (x) "Intellectual Property" - all intellectual property rights and rights to data, including but not limited to:
  - i. patents, copyright, registered designs, trademarks, know how, trade secrets and any right to have confidential information kept confidential; and
  - ii. any application or right to apply for registration of any of the rights referred to in paragraph (i.).
- (y) "Long Term Quality Level" – the results of tests on all Assessable Materials conducted by the Firm as required by a Product Requirement or by the Authority for verification of the Firm's compliance with that Product Requirement;
- (z) "Management System" – the internal processes, policies, procedures and associated evaluation and audit plans, forms and templates, used by the Authority in its role as a certification scheme owner, and in its role as a certification body, which reflects the requirements of relevant international standards and guides for certification;
- (aa) "Management System Requirement" – requirement specified in Standards or in other normative documents or specifications adopted by the Authority that relates to a Management System;
- (bb) "Mark" – the Authority mark (including, but not limited to, the Authority logo, name and initials, any other mark of recognition (e.g. an accreditation body mark));
- (cc) "Member" – member organisation of the Authority;
- (dd) "Noncompliance" – a level of Nonconformity that places the Firm outside the minimum requirements of the Certification Requirement and/or the Scheme;



- (ee) “Nonconformity” – any material, process, practice, test result or record not meeting a specific requirement of the appropriate Certification Requirement and/or the Scheme;
- (ff) “Non-Producer” – a Firm not currently manufacturing Assessable Materials and therefore unable to demonstrate conformity with Certification Requirements, and therefore unable to acquire the Use of the Certification Mark;
- (gg) “Non-Producer Certificate” – a Certificate issued for Approved Materials not currently produced by the Certified Firm and subject to review and issue of a Producer Certificate before recommencement of supply by the Certified Firm;
- (hh) “Primary Location” – an Assessable Location responsible for one or more Secondary Locations;
- (ii) “Producer” – a Firm currently manufacturing or Transforming Assessable Materials for supply to Certification Requirements;
- (jj) “Producer Certificate” – a Certificate issued for Approved Materials currently produced by the Certified Firm;
- (kk) “Product Class” – a grouping of Assessable Materials as noted under the “List of Applicable Product Requirements”.
- (ll) “Product Requirement” – requirement that relates to a product specified in Standards or in other normative documents or specifications adopted by the Authority. These Requirements are listed in ADM 002-01 List of Applicable Product Requirements;
- (mm) “Representative” – a person or entity that carries out specific tasks and activities for the Authority and whom the Authority may appoint or remove as it may deem necessary, and any observers agreed to by the Authority;
- (nn) “Rules” – the rules under which this Scheme is operated and as amended by the Authority from time to time;
- (oo) “Scheme” – the scheme for the product certification of Assessable and associated materials and processes established in accordance with these Rules and associated documents;
- (pp) “Secondary Location” – an Assessable Location for which a Primary Location is responsible;
- (qq) “Standard” – a formal Australian, New Zealand, International or other Standard that may be adopted as a Certification Requirement by the Board from time to time. For the purposes of the Scheme, all parts of a Standard are referenced, unless specifically noted otherwise in the documentation of the Authority;
- (rr) “Technical Approval” – A class of Product Certificate issued by the Authority which provides information on the technical evaluation of the performance of a manufacturer’s product or kit that is not otherwise eligible for a Producer Certificate;



- (ss) “Technical Approval Certificate” – a Certificate issued for Approved Materials currently produced by the Certified Firm
- (tt) “Transform” – (also Transformation, Transforming) the alteration of Approved Materials to a modified form for supply to the Product Requirements. For the sake of clarity, the term “Transform” includes (but is not limited to) materials processing, fabrication, or any other alteration of Approved Materials from the originally approved form;
- (uu) “Use” – the lawful, authorised, restricted, non-exclusive, limited, and revocable right to use the Certification Mark.
- (vv) “Year” – 1 July of one calendar year to 30 June of the following calendar year.

### **Interpretation**

In this document unless the context requires otherwise, or it is specifically stated otherwise, the singular includes the plural and vice versa;



### 3. IMPLEMENTATION

The Authority (ACRS) owns and administers a not-for-profit, third-party product certification and technical approvals scheme that covers reinforcing steels, general steels and related products that are supplied in accordance with the Certification Requirements. This is achieved with a strong emphasis on process control, product testing and materials traceability.

The policies and procedures of the Scheme are contained in these Scheme Rules and the associated Certification Agreement, and are to be administered through a Management System. Given the constitution and membership of the Authority, all parties significantly concerned have had input into these policies and procedures.

The policies and procedures under which the Authority and the Scheme operates are non-discriminatory, and are administered in a non-discriminatory manner. The Authority does not use its procedures to impede or inhibit market access for compliant products.

The Authority makes its services accessible to all applicants anywhere in the world whose activities fall within the scope of the certification scheme. There are no undue financial or other conditions. Access is not conditional upon the size of the supplier or membership of any association or group, nor is certification conditional upon the number or certificates already issued.

The criteria against which the products of a Client are evaluated are those outlined in the specified Product Requirements listed in Section 4.

The Authority confines its requirements, evaluations, and decisions on Certification to those matters specifically related to the scope of the Certificate being considered.

The Authority shall:

- (a) operate the Scheme in accordance with these Rules, the Certification Agreement and the requirements of relevant international standards and guides, which shall be applied fairly to all, irrespective of Client geographical location, or any other relevant distinction;
- (b) maintain confidential records relating to Evaluation, auditing, and approval of Client Firms. Such confidential records may include intellectual property of the Applicant;
- (c) notify the Client of any changes in the Authority's procedures and requirements and give the Client such time as is, in the sole opinion of the Authority, a reasonable period in which to adjust its processes and relevant procedures to meet the revised requirements;
- (d) notify the Client at its discretion of customer complaints known to the Authority relating to the compliance of such materials, processes, or services to which the Certificate applies;
- (e) hear any appeals from Certified or Applicant Firms in regard to the operation of the Scheme; and
- (f) subject to requirements of applicable laws, not disclose any information of a confidential nature concerning the Client without the permission of the Client.





## 4. CERTIFICATION REQUIREMENTS

### 4.1 General

Under this ACRS Product Certification Scheme the Certification Requirements consist of:

- (a) these Product Certification Scheme Rules;
- (b) Product Requirements as specified in these Scheme Rules (see below);
- (c) all instructions and communications made from time-to-time by the Authority on the administration of the Scheme and interpretation of Certification Requirements, including Product Requirements; and
- (d) the ACRS Management System that includes all policies, procedures, forms and other documents that are necessary for the administration of the Scheme.

### 4.2 Products Covered Under the Scheme

In accordance with the ACRS Constitution the products that may be certified under these Scheme Rules include *reinforcing steels, general steels and related products*. This includes, but is not limited to:

*Common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; goods of common metal not included in other classes.*

### 4.3 Recognised Product Requirements

Product Requirements recognised under this scheme include:

- (a) Australian Standards and Interim Australian Standards;
- (b) New Zealand Standards and Interim New Zealand Standards;
- (c) International Standards produced by the International Organization for Standardization (ISO) or the International Electrotechnical Commission (IEC);
- (d) Standards published by international organisations other than ISO or IEC;
- (e) Standards published by national standards organisations or government authorities in countries other than Australia or New Zealand;
- (f) Standards and specifications used for government procurement;
- (g) Standards and specifications adopted or enforced by government authorities in regulating to supply of goods;
- (h) Publicly available company standards; and



- (i) Standards, or specifications published by other Australian or foreign organisations or government authorities not otherwise categorised in this subclause.

#### **4.4 List of Applicable Product Requirements**

ACRS must keep and maintain a list of applicable Product Requirements that can be applied to the certification of products with reasonable certainty under this scheme.

The list of applicable Product Requirements must be publicly available and ACRS must submit a copy of the list to the Register of Trade Marks upon request.

#### **4.5 Interpretation of Certification Requirements**

The interpretation and application of the Certification Requirements shall be the responsibility of the Audit and Assessment Committee. In making any such interpretation the Executive Director may seek the assistance of the relevant standards or specification development bodies.



## **5. CERTIFICATION PROCESS**

### **5.1 Overview of the Certification Process**

#### **5.1.1 Steps in the certification process**

The certification process consists of the following steps:

- (a) application;
- (b) evaluation, including;
  - i. review of Certification Material;
  - ii. Evaluation of production control, quality management and testing capability; and
  - iii. independent verification testing of samples taken from production;
- (c) nonconformity close out;
- (d) review, certification decision and certificate issue; and
- (e) surveillance, including:
  - i. review of quarterly test data ('Long Term Quality (LTQ) data'); and
  - ii. independent verification testing of samples taken from the market, as required by the Authority.

#### **5.1.2 Period of Certificate validity**

Once granted, a certificate is provided up to 31 December of that year. Subsequent certificates may be granted for the following 12-months from 1 January.

### **5.2 Entitlement to a Certificate**

Any Applicant Firm that satisfies the Authority that it carries on a bona fide business and provides such undertakings that it shall comply with the Scheme, including the provisions of these Rules, shall be entitled to a certificate upon successful completion of certification.

### **5.3 Certification Agreement and Commitments of Applicant Firms and Certified Firms**

Under this Scheme, at the time of submission of an application, or re-application the Client must enter into a legally enforceable agreement (the Certification Agreement) for the provision of certification services between that Firm and the Authority.

Through the Certification Agreement the Client commits itself to adhere to these Scheme Rules from the date of application and makes all necessary declarations.



## 5.4 Applications

### 5.4.1 New applications

An Applicant Firm shall make its application in writing to the Executive Director of the Authority who, for the purpose of making Evaluations under these Rules, may from time to time delegate his/her functions to Representatives. In regard to which:

- (a) An application shall cover all Assessable Locations, and all Assessable Materials produced, Transformed, or supplied by the Applicant Firm, grouped by Product Class. All required supporting documentation and information shall be supplied for all Assessable Materials of all Product Classes supplied by the Applicant Firm, regardless of any Product Class or Classes for which the Firm may request Exemption;
- (b) A completed Certification Agreement, signed by the Chief Executive, Managing Director, or other manager with appropriate authority;
- (c) The Authority shall invoice the Applicant Firm and the applicant pay the invoice in full prior to any initial site assessment.
- (d) The application shall be finalised and all necessary documents supplied, materials tested and inspections allowed by the Applicant Firm within 6-months of the date of receipt by the Authority of the original, complete application.

Should the application process take longer than 6-months, the Applicant Firm shall, where required by the Authority, submit a new application with such additional application fees payable as may be determined by the Authority, unless any variation is advised to the Applicant Firm in writing by the Authority;

- (e) During the 6-month maximum application period, the Authority may mandate such additional Evaluation visits where, at its sole discretion, it deems them necessary to validate the Applicant Firm's application & declaration and its performance to this Scheme and Product Requirements contained therein. Such additional Evaluation visits shall be at the Applicant Firm's cost; and
- (f) The Authority retains the right to accept, modify or reject, in whole or in part, the scope of any application for Certification, application for extension of Certification, or application for Exemption from Certification.

### 5.4.2 Exemption from Certification by Product Class

A Certified Firm may choose to apply for Exemption from Certification of all Assessable Materials supplied by the Firm, to permit Certification of only one, or more individual Product Classes. The Authority shall, at its sole discretion, grant, amend, refuse, or withdraw Exemption from Certification for such Assessable Materials. An application for Exemption for a Product Class for which the Firm is Certified is an application for Voluntary, Permanent Withdrawal of Certification for that Product Class.

### 5.4.3 Extension, or reduction of Certification

Where a Certified Firm intends:

- (a) to open, to acquire, or to close an Assessable Location, or;



- (b) to acquire, or be acquired by, a new company thorough merger or acquisition, or;
- (c) to extend, or to reduce its scope of Certification, or;
- (d) to commence the supply of Assessable Materials outside the current scope of any existing Certification;

it shall inform the Authority in writing prior to the supply of any Assessable Materials not listed on that Firm's Certificate or Certificates, or supply of any Assessable Materials, of any Product Class, not otherwise Certified as Approved Materials such that the Authority may undertake the appropriate Evaluation, issue the appropriate Certificates, or issue the appropriate Exemptions, and to make any necessary public notifications.

No Assessable Materials shall be supplied in these circumstances unless the Authority confirms in writing that the materials are Approved Materials by the issue of Certificates or alternatively, confirms in writing that the named Assessable Materials are covered by an Exemption.

#### **5.4.4 Merger or Acquisition of a Firm**

In case of take-over or merger, written consent from the Authority is mandatory in order to transfer the rights to Use the Certification Mark to the merged entity.

In the case of acquisition, a newly acquired entity producing Assessable Materials shall automatically be considered to be an applicant for extension of certification to the acquiring Certified Firm, and a new location shall be subject to clause 5.4.1(d)

Failure to extend Approval to include an acquired or merged entity producing or Transforming Assessable Materials within 12-months of the date of acquisition or merger by the Client will result in the issue of a notice of noncompliance and may, at ACRS sole discretion, result in Suspension or Termination of the Client's certification.

#### **5.4.5 Re-application for Certification**

##### **5.4.5.1 After Withdrawal by the Authority**

Where the Authority withdraws a Certificate, a Firm may reapply for approval after a period of three calendar months. During the period of reapplication, continuation of manufacturing, fabricating or supply shall be carried out in accordance with the batch testing requirements of the appropriate Product Requirements and reported monthly, in writing to the Authority. Any such new application will be considered on its merits and without prejudice. Any such application shall be considered to be an entirely new application, with no connection to any previous certification held by the Firm.

##### **5.4.5.2 After Voluntary Relinquishment by the Firm**

Where a Certified Firm has voluntarily relinquished its certification, a Firm may reapply for approval. Any such reapplication shall be considered to be an entirely new application, with no connection to any previous certification held by the Firm.

##### **5.4.5.3 Outstanding accounts**

Consideration of any reapplication will be contingent upon the Applicant Firm having paid in full all outstanding accounts from previous application or certification.



#### **5.4.6 Secondary and Depot Locations**

The Firm shall identify all Locations listing which are Primary, Secondary or Depot Locations. For each Secondary Location and Depot Location the Firm shall, where applicable, indicate the Primary Location to which the Location is responsible.

Any change in operation or reporting shall be communicated to the Authority in writing and the details of the Certificate amended accordingly.

The Authority retains sole discretion to determine whether a location is a Primary Location, a Secondary Location, or a Depot Location.

The Primary Location of each Certified Firm in each State or Territory (or country equivalent), or any Location undertaking the manufacturing, Transformation, or distribution of Assessable Materials, shall be certified individually, unless notified otherwise by the Authority.

For Product Certification to AS/NZS 4671, a Secondary Location is any location within the State or Territory, other than a location described above, with one, or more off-coil machines for the processing of steel reinforcing materials, unless notified otherwise by the Authority.

In the case of distributors, stockists and resellers of concrete reinforcing materials, only Approved Materials shall be stocked and supplied.

In the case of distributors, stockists and resellers of structural steels, it is a requirement that where there are multiple sources of supply, the Depot must clearly identify and define in its documentation which hot rolled and cold formed structural steel materials (See Product Requirements) are Approved Materials and which materials are not, to the satisfaction of the Authority.

Notwithstanding the above, any facility of a Certified Firm (or Group) operating under a brand other than the brand of the Certified Firm, and with its own Transformation facilities (of any type), shall be certified as a separate certificate holder.

#### **5.4.7 Technical Approval**

For Assessable Materials for which there is no specific Standard, a Firm shall make an application under this Scheme for a Technical Approval Certificate by completing the relevant parts of the Application Form.

The Authority may at its sole discretion accept such an application and any associated Product Requirements.

The Authority will not offer a Technical Approval Certificate for any Assessable Materials for which the Authority can provide a Producer Certificate.

#### **5.4.8 Improper conduct by a Client**

The Authority is committed to maintaining the integrity of the Scheme to the highest standard possible. To avoid any lack of confidence by the public, or other authorities, in the integrity of the Scheme, the Authority may refuse to grant, or suspend, or terminate a Certificate in circumstances where the Executive Director



is reasonably satisfied that a Representative has been bullied, harassed, intimidated, or coerced by a Client into providing a favourable Evaluation, or in any other performance of the Representative's duties.

## 5.5 Evaluation

### 5.5.1 General

The Authority shall send a Representative to the Firm at its sole discretion, but in any case, not less than once in any Year in which the Firm is manufacturing goods, operating processes, or offering a service for which it holds a Certificate, for the purpose of verifying that the Firm is meeting its obligations under the Scheme.

The Scheme operates on a three-Year cycle of assessment.

The types of the evaluation that may be undertaken under the Scheme are:

- (a) Data Evaluation: The evaluation of:
- i. the test data and any required supporting documentation supplied to the Authority by the Firm every quarter for all Approved Products; and
  - ii. the review at each location evaluation of the regular, internal analysis and reporting of test data undertaken by the Firm and the nonconformity reporting for all Approved Products.
- (b) Full Evaluation: A scheduled full, detailed assessment of the Firm's facility that is the subject of evaluation. A Full Evaluation shall be conducted on first evaluation and subsequently as may be required by the Authority. This is the first evaluation in every three-Year assessment cycle, and additionally as directed by the Authority.
- (c) Surveillance Evaluation: A subsequent scheduled, annual evaluation, or as directed by the Authority. Surveillance Evaluations are normally undertaken in each of Years two and three of the three-Year assessment cycle, subject to continuing demonstration of Client conformity to the Certification Requirements.
- (d) Additional Evaluation: Any Additional Evaluation necessary to meet the Certification Requirements of the Scheme, e.g. where a Noncompliance has been issued by the Authority, or any Nonconformity has been identified that, in the sole opinion of the Authority, requires further evaluation prior to the next scheduled evaluation, or an evaluation required at the cessation of certification, or otherwise as may be directed by the Authority. The timing of any Additional Evaluation shall be determined solely by the Authority. Any Additional Evaluation shall be at the Firm's cost.
- (e) Forensic Audit: An evaluation conducted at any location of a Certified Firm, or other location identified by the Authority, where the Authority is of the reasonable opinion that a detailed inspection focussing on a specific aspect or aspects of the Applicant or Certified Firm's processes, procedures, documents, or materials is warranted to establish necessary confidence that the Firm is meeting Certification Requirements. Any Forensic Audit shall be at the Firm's cost.
- (f) Unscheduled Evaluation: An evaluation conducted at any location of a Certified Firm, where the Authority is of the reasonable opinion that an inspection with no





forewarning of evaluation is necessary to confirm the compliance of the Firm with the Scheme. An Unscheduled Evaluation shall be undertaken at the sole discretion of the Authority and shall be at the Firm's cost.

- (g) Verification testing: Materials testing that includes the independent selection of samples by the Representative during any of the above evaluations, or as a result of market surveillance. Any additional verification testing not already included within a standard Evaluation fee shall be at the Firm's cost.
- (h) Exemption Evaluation: An evaluation conducted at any location of a Certified Firm or Group, where the Authority is of the reasonable opinion that an evaluation is necessary to determine the compliance of a Certified Firm with the Scheme requirements for a new application for Exemption, or to confirm an existing Exemption. Any Exemption Evaluation shall be at the Firm's cost.
- (i) Exit Evaluation: An evaluation conducted after formal notification to the Authority of a Firm's intention to withdraw from the Scheme, or for an Exemption, that the Authority may, at its sole discretion, require to verify the Firm's adequate separation from the Scheme. Any Exit Evaluation shall be at the Firm's cost.

For the sake of clarity, Additional Evaluations, Forensic Audits and Unscheduled Evaluations are additional to any scheduled Evaluations.

Evaluation and independent verification testing shall be undertaken by competent persons and organisations, as prescribed in the Management System.

### **5.5.2 Timing of Scheduled Evaluations**

The timing of a scheduled Evaluation shall be determined solely by the Authority. A scheduled Evaluation shall (unless conducted earlier) normally occur 12-months after either the date of receipt of initial application (for the first Surveillance Evaluation), or from the last scheduled Evaluation, as determined by the Authority. Subsequent annual Evaluations shall normally occur 12-months, but no later than 13-months, after the last scheduled Full or Surveillance Evaluation, as determined by the Authority. (For the sake of clarity, Additional or Forensic Evaluations are additional to scheduled Evaluations.)

### **5.5.3 Evaluation of Secondary Locations**

Upon receipt of an application for Certification of a facility as a Secondary Location, the Authority will undertake an Evaluation in accordance with these Rules. Upon successful completion of the Evaluation the Secondary Location status of the facility and the Primary Location to whose Certificate it is deemed attached will be confirmed and listed on the ACRS website under that Certificate entry.

Secondary Locations are deemed certified under a Primary Location Certificate, subject to the following conditions:

- (a) all data from the Primary Location and from each of its Secondary Locations shall be reported in accordance with these Rules;
- (b) for Product Certification to AS/NZS 4671, sample testing at evaluation will be to the Certification Requirements for "Surveillance" level evaluation for reinforcing steels;





- (c) for Technical Approvals Certification, sample testing as required by the specific Product Requirements that are approved by the Authority;
- (d) each Secondary Location shall have in place a quality management system that fulfils the requirements of ISO 9001, or similar procedures as may be approved by the Authority, that are broadly similar to those of the Primary Location. These procedures and their operation shall be verified at evaluation;
- (e) the Authority reserves the right to visit and/or sample materials from a Secondary Location to ensure compliance with the requirements of the Scheme at any time;
- (f) Secondary Locations shall be assessed individually. Such locations will be assessed at least once in every three-Year period.

Any location not included above is classified a “Depot Location” and is deemed certified under the Primary Location certification, unless otherwise notified in writing by the Authority.

#### **5.5.4 Evaluation of Depot Locations**

Depot Locations are subject to the provisions of this Scheme.

The Group shall provide the Authority in writing with details of all Depot Locations. (For the sake of clarity, Depot Locations not operated by any Firm of the Group are not subject to these provisions)

Depot Locations shall be subject to Evaluation at the sole discretion of the Authority, and to issue of Certificates where appropriate.

Where a Depot Location is not a Certified Location it shall be certified under a Primary Location, unless the Certified Firm is notified in writing by the Authority.

#### **5.5.5 Evaluation of quality management systems**

During Evaluations, the Client shall demonstrate the production and provision of Assessable Materials are undertaken in accordance with a quality management system that is certified as fulfilling the requirement of ISO 9001.

As part of demonstrating to the Authority the fulfilment of ISO 9001 requirements, the Authority may take into account existing certificates related to the quality management system, or may require the Client to seek and obtain ISO 9001 certification from the Authority.

Documentation shall be available demonstrating an unbroken chain of Certification of all Assessable materials supplied by the Firm.

#### **5.5.6 Evaluation of Exemption**

As part of Evaluation by the Authority of the Group, or Firm’s ongoing fulfilment of scheme requirements concerning application for Exemption, or maintenance of an existing Exemption, the Firm shall permit the Authority to undertake such surveillance activity as the Authority, at its sole discretion, deems necessary to reasonably validate the Firm’s claims of the separation of the Exempted Assessable Material or Materials from Approved Materials.



Documentation shall be provided to the Authority demonstrating a clear, separate and unbroken chain of supply differentiating all Exempted Assessable Materials from Approved Materials supplied by the Group, or Firm. In addition, site Evaluation may be required where, at its sole discretion, the Authority deems this necessary.

Surveillance activity related to Exemption shall be charged by the Authority on a case by case basis.

### **5.5.7 Failure to allow Evaluation**

Failure to allow an Evaluation of any type required by the Scheme, in whole, or in part, or payment of related fees and charges, shall be considered a Refusal to Grant Access.

## **5.6 Conformity and Compliance**

The Firm shall provide evidence of its conformity with the Scheme at each evaluation and evidence of continued conformity with the Scheme through regular submission of information reasonably required by the Authority.

The Authority operates on the principle of 'excellence' not 'perfection'. Any identified shortfall in performance shall be reported and classified as a Nonconformity or Noncompliance. Timeframes for rectification shall be communicated to the Firm at the time of evaluation or at other times, if the Authority deems it appropriate.

### **5.6.1 Noncompliance**

Noncompliance is a failure to meet the requirements of the Scheme.

Noncompliance may result in immediate suspension of certification of the location or locations concerned until the Noncompliance is resolved to the satisfaction of the Authority. Any Noncompliance shall be referred to the Audit and Assessment Committee and may result in termination of certification.

Verification of closeout of any Noncompliance shall require an Additional Evaluation.

### **5.6.2 Nonconformity**

A Nonconformity is an identified shortfall in performance that, when assessed in relation to other audit outcomes, indicates a risk of the Firm not meeting the requirements of the Scheme. A Nonconformity shall be corrected by the due date set by the Representative. Documentary evidence of rectification is required.

Any identified Nonconformity shall be reported to the Audit and Assessment Committee for its information and review.

Verification of Nonconformity closeout may, at the sole discretion of the Authority, require an Additional Evaluation. Otherwise, closeout shall be verified at the next scheduled evaluation.

### **5.6.3 Requirements for Secondary and Depot Locations**

Any Nonconformity or Noncompliance discovered at a Secondary Location, or at a Depot Location shall be issued to the Primary Location as if that Nonconformity or Noncompliance were discovered at the Primary Location. The Primary Location shall be responsible for necessary corrective and preventative actions, and closing out the



Nonconformity or Noncompliance. Failure to correct an identified Nonconformity or Noncompliance issued for a Secondary Location shall be treated as if the Primary Location has failed to close out the identified Nonconformity or Noncompliance.

## **5.7 Decision**

### **5.7.1 General**

The Board is the sole authority by which Certificates may be granted or withdrawn, and acts through the Audit and Assessment Committee, subject to such conditions that the Board may impose from time to time impose.

After review of the evaluation evidence by the Authority, the Authority may issue Certificates with or without conditions.

### **5.7.2 Producer and Non-Producer Certificates**

Upon successful completion of the Evaluation, the Authority will issue a Certificate with the relevant scope of certification and range of Approved Materials.

Non-Producer Certificates allow a Certified Firm to cease production and restart production within a defined period without undue delays. Non-Producer locations are subject to the same review and assessment as Producer locations.

### **5.7.3 Technical Approval Certificates**

Upon successful completion of the Evaluation, the Authority will issue a Technical Approval Certificate.

In addition, and where the Approved Material has not been assessed by the Authority to the specific requirements of a Standard, the Authority may produce a report stating the specifications to which the Assessable Materials were tested, the date or dates the materials were tested, the conditions under which the Assessable Materials were assessed, and the results of that testing and evaluation.

Where such a report has been issued by the Authority, the Certificate and report shall always be read and presented together as a single document.

The products or materials covered by a scope of Technical Approval Certification are considered Approved Materials.

Where deemed appropriate by the Authority, Technical Approval Certificates may include Secondary Locations.



## **5.8 Certificates**

### **5.8.1 Ownership of Certificate**

A Certificate shall at all times remain the property of the Authority and shall be returned to the Authority immediately upon request, together with any and all copies of that Certificate made by the Firm.

### **5.8.2. Transfer of Certificates**

A Firm's right to Use the Certificate and Certification Mark is not transferable without the prior written permission of the Authority.

### **5.8.3 Scope of a Certificate**

Each Certificate shall have a defined and limited scope of Certification, stating the Firm, location of the site, Product Requirements, and, Approved Materials covered by the Certificate, (including where appropriate sizes, profiles, and grades, manufacturing processes, and markings and labelling), and with any other information that may be deemed necessary by the Authority for the proper use of the Certificate.

### **5.8.4 Term of validity of a Certificate**

A Certificate is valid during one calendar year, subject to the terms of these Rules. A Certificate's term of validity shall be renewed annually.

### **5.8.5 Register of Certified Firms**

A register of Certified Firms shall be kept by the Authority and shall be open to inspection by the public at the registered office of the Authority. The list of Firms and Certificate details shall be published from time to time, including on the Authority's website.

## **5.9 Use of the Mark**

### **5.9.1 General**

To minimise risk to Certificate users, to Certificate holders, and to the Authority, the Scheme requires that the Authority actively restricts and monitors Use of the Mark to prevent its misuse.

Use of the Mark is therefore strictly limited to a Certified Firm whose quality management systems, processes, and materials have been assessed and approved by the Authority, and for which a Certificate, or Certificates have been issued.

The Mark shall be used by a Certified Firm only with Approved Materials, or in reference to Approved Materials.

The Mark shall not be used by any party that is not a Certified Firm.

The Mark shall not be used on, or with any materials that are not Approved Materials, or used on, or with Communication Media for any materials that are not Approved Materials.



The Certified Firm shall apply the Mark with all Approved Materials and in Communication Media referencing all Approved Materials supplied by that Firm, to appropriately identify them as Approved Materials.

The Mark shall be used only in such a manner that (in the sole view of the Authority) there is no reasonable possibility that any party may consider Non-Approved materials to be Approved Materials, or that the Mark may be associated with other marks where not expressly permitted by the Authority.

Examples of prohibited Use of the Mark include (but not limited to):

- (a) Use with Transformed materials not within a Certified Firm's Scope of Certification.
- (b) Use with Transformed materials (e.g. processed bar, welded mesh, or welded structural sections) not produced at an ACRS Certified Location;
- (c) Use with Exempted Assessable Materials
- (d) Use where (in the sole view of the Authority) such Use may reasonably be presumed to connect a Firm, or third party, of their materials to the Authority, or to the Scheme outside the scope of any Certification held by the Firm.
- (e) Use with any other mark, or logo (i.e. any product certification mark, or logo other than the Mark, except where expressly permitted by the Authority,

It shall remain the responsibility of the Certified Firm to manage its Use of the Mark to ensure no Misuse of the Mark occurs. Any Misuse identified shall be corrected quickly and effectively by the Certified Firm, working with and as directed by the Authority.

## 5.9.2 The Mark

### 5.9.2.1 General

The Mark to be displayed by Certified Firms on any product and media shall be the ACRS logo or ACRS block letters mark as shown below.

### 5.9.2.2 Display of the Mark for Producer Certification on product and supporting documentation

Certified Firms that hold a valid Producer Certificate shall display the Mark:

- (a) on all product identification (e.g. tags, labels, in-line printed product markings, etc.) placed on or with Approved Materials, or as otherwise instructed by the Authority and;
- (b) also, in any Communication Media referencing the conformity of Approved Materials.

Where possible, the Mark shall be placed immediately adjacent to any reference to the Product Requirement, or as otherwise instructed by the Authority.

The Mark shall be placed prominently, legibly and of such dimensions that the Mark is the primary means of identification of conformity of the Approved Materials to the Product Requirements.



Failure to display the Mark in accordance with these Rules shall be considered Misuse of the Mark.

The Mark shall be one or both of the following:

1. the logo of the Authority (preferred & to be used wherever possible):



**Certified Producer**

Or (less preferred)

2. the letters "ACRS";

and, in addition with product (unless otherwise approved in writing by the Authority):

3. the certificate number.

#### **5.9.2.3 Display of the Mark for Technical Approval Certification on product and supporting documentation**

Certified Firms that hold a valid Technical Approval Certificate shall display the Mark:

- (a) on all product identification (e.g. tags, labels, in-line printed product markings, etc.) placed on or with Approved Materials, or as otherwise instructed by the Authority and;
- (b) also, in any Communication Media referencing the conformity of Approved Materials.

Where possible, the Mark shall be placed immediately adjacent to any reference to the Product Requirement, or as otherwise instructed by the Authority.

The Mark shall be placed prominently, legibly and of such dimensions that the Mark is the primary means of identification of conformity of the Approved Materials to the Product Requirements.

Failure to display the Mark in accordance with these Rules shall be considered Misuse of the Mark.

The Mark shall be one or more of the following:

1. the logo of the Authority (preferred & to be used wherever possible):



**Technical Approval**



Or (less preferred)

2. the letters “ACRS Technical Approval”, or “T”;

and in addition, with product:

3. The certificate number.

#### **5.9.2.4 Display of Certificate Numbers on product & supporting documentation**

The ACRS Certificate Number for the individual Location of manufacture or Transformation of the materials concerned shall be displayed with the Mark (unless by written agreement of the Authority).

### **5.9.3 Differentiation of Approved and Exempted Assessable Materials**

It shall remain the sole responsibility of the Certified Firm to demonstrate, on a continuing basis, or within 3-months of any change following Approval of Exemption, that all Exempted Assessable Materials are clearly and unambiguously differentiated from Approved Materials such that any Exempted Assessable Materials may not reasonably be confused with Approved Materials.

Demonstration of differentiation shall be to the sole satisfaction of the Authority. Failure to so satisfy the Authority shall be considered a Misuse of the Mark.

### **5.9.4 Use of the Mark with other marks, or logos**

Other Product Certification marks, or logos shall not be used on Approved Materials (e.g. line markings, or labels), or with any identification of Approved Materials (e.g. on tags, or labelling, or other documentation).

Use of the Mark with any other product certification mark, or logo on Communication Media (with the exception of product markings, tags and labels), is permitted subject to obtaining prior written approval from the Authority.

Where approved, other product certification marks, or logos shall only be used with the Mark subject to the Authority’s approval of satisfactory Differentiation of the Mark from other marks, or logos.

### **5.9.5 Differentiation of the Mark from other marks, or logos**

The Mark shall be used only such that it is clearly and unambiguously differentiated from other product certification marks, or logos.

The Mark shall not be used in a manner that, in the sole opinion of the Authority, may lead to false, misleading, or unauthorised association with the Mark, or the Authority with other marks, or schemes, or business entities.

For the sake of clarity, the Mark may be used only such that, in the sole opinion of the Authority, no reasonable possibility of misunderstanding might arise from Use of the Mark with any other mark, logo, or other descriptor, for example (but not limited to), false attribution, or misattribution, of the Mark, false association of the Mark with other marks, false equivalence (stated, or implied) of the Mark with other marks, or misinterpretation or devaluation of the Mark or the Scheme.





It shall remain the sole responsibility of the Certified Firm to demonstrate, before Approval, and on a continuing basis thereafter, that other marks and logos are, and remain differentiated from, the Mark.

Demonstration of differentiation shall be to the sole satisfaction of the Authority. Failure to so satisfy the Authority shall be considered a Misuse of the Mark.

### **5.9.6 Misuse of the Mark**

Where, in the sole opinion of the Authority, misuse of the Mark has arisen, or is likely to arise, the Authority shall issue a Noncompliance. The Authority shall instruct the Firm on the appropriate use of the Mark, and to make such corrective actions as the Authority deems necessary to correct the identified misuse within a timeline determined by the Authority.

As part of any corrective action the Authority may instruct the Firm to make such public notices and to take such other reasonable actions that the Authority deems appropriate, reasonable, and proportionate to address the Misuse of the Mark and resolve any identified concerns.

Any corrective actions required of the Firm by the Authority shall be solely at the Firm's cost.

The Firm shall reimburse the Authority for any associated costs it incurs. Such costs may include (but not limited to) document reviews, legal reviews, public announcements, additional assessments, or other reasonable verification activity undertaken by the Authority.

Refusal by the Firm to rectify Misuse of the Mark to the satisfaction of the Authority, or to pay reasonable costs of satisfactory rectification shall be a Noncompliance and may, at the Authority's sole discretion, result in the suspension, or termination of any, or all Certificates held by the Firm.

### **5.10 Surveillance**

The Authority may during the entire period of validity of a Certificate make or entrust a Representative to make evaluations deemed necessary using the methods and frequencies indicated in the appropriate Product Requirements and/or by the Scheme. Checks shall ensure that the Product Requirements applicable to each Certified Firm are applied and that conformity to these Rules and to the Product Requirements is maintained.

As a minimum, in addition to any regular, additional, or unscheduled evaluations, Certified Firms are required to submit quarterly returns of test data and complaints summaries from production facilities. These quarterly returns provide a basis for data evaluation by the Authority whereby the Certified Firm can demonstrate its production is consistently being managed, and is within defined parameters of the relevant Product Requirements.

As part of surveillance the Authority may also take samples from the market and have them independently tested for compliance with the relevant Product Requirements. For Technical Approval Certificates, subsequent Evaluations will validate the currency and continuing validity of the report, and subject to continuing successful Evaluation outcomes a new Technical Approval Certificate will be issued annually.





### **5.11 Refusal to Grant Access**

Refusal by the Certified Firm to grant a Representative access for any scheduled or unscheduled evaluation, or to provide the Authority with the required test data in any period, or to provide the Authority any other information reasonably required under this Scheme, may, at the sole discretion of the Authority, result in immediate suspension of all Certificates of any classification then held by the Certified Firm until, or unless the Authority is again satisfied that the Certified Firm, in its entirety, is meeting its obligations under the Scheme.



## 6. INTERRUPTION TO, OR CESSATION OF, PRODUCTION OF APPROVED MATERIALS

Failure by a Certified Firm to produce Approved Materials during the term of validity of a Certificate may result in the lapse of approval for that Firm under the Scheme. Should the Authority confirm the lapse, the Firm shall reapply for approval when production of Assessable Materials is to resume.

### 6.1 Non-Producer Status

Where a Certified Firm holding a Producer Certificate temporarily ceases manufacture, the Authority may grant a Non-Producer Certificate to the Certified Firm, where the Firm has demonstrated to the satisfaction of the Authority that it possesses all other performance-related capabilities required under the Scheme.

A Producer Certificate may be reinstated upon recommencement of production of Assessable Materials.

Any Firm holding a Non-Producer Certificate shall:

- (a) remain subject at all times to the full requirements of the Scheme, including annual Evaluation, until recommencement of manufacture of Assessable Materials;
- (b) notify the Authority in writing prior to recommencement of manufacture of Assessable Materials;
- (c) immediately upon recommencement of manufacture of Assessable Materials supply any necessary test data and test samples required by the Authority;
- (d) ensure that it does not supply Assessable Materials until and unless its "Producer" certification is confirmed; and
- (e) upon resuming supply of Assessable Materials be subject to such further location Evaluation as may be required by the Authority.

### 6.2 Significant Changes to Practices or Conditions of Manufacture or Transformation

Changes in practice or conditions from those current at the time of any satisfactory evaluation leading to approval (such as the commissioning of new machinery, plant or testing facilities, or relocation within or between premises of existing machinery, or changes of key personnel) shall be notified immediately and in writing to the Authority. Such changes may, at the sole discretion of the Authority, require additional evaluation.



## **7. CESSATION OF CERTIFICATION**

### **7.1 Notice of Voluntary, Permanent Withdrawal from the Scheme (Relinquishment), including Application for Exemption**

If a Certified Firm does not intend to renew its Certification at the end of the term of Certificate validity (31 December, annually), it shall inform the Executive Director in writing with a minimum of six (6) calendar months' notice of its intention not to renew Certification for the next term of certificate validity.

### **7.2 Timing of Voluntary, Permanent Withdrawal from the Scheme**

Regardless of the date of notification of voluntary permanent withdrawal by the Firm, or approval by the Authority of any Exemption for Certified materials, permanent withdrawal from the Scheme may only occur at the end of the term of Certificate validity (31 December, annually).

During any period of time remaining after such notification, the Certified Firm shall remain subject to the full requirements of the Scheme, including liability for payment of all associated fees and charges and the payment for and undertaking of any due Evaluations, reporting and testing for all Assessable Locations.

### **7.3 Temporary Withdrawal**

The Certified Firm may temporarily suspend the Use of the Mark within the current Calendar year of certification. It shall give the Authority written notification of the reasons for and the expected time of Temporary Withdrawal. The Certified Firm shall make all changes to and necessary notifications in its Communication Media. Based on this information the Authority shall inform the Certified Firm of the terms and conditions for temporary or permanent cessation of Use of the Mark.

During any period of Temporary Withdrawal, the Certified Firm shall remain liable to maintain the Certification Requirements of this Scheme and upon resumption the process for of resumption of certification shall be as per the requirements for a Non-Producer (Clause 6.1) including re-evaluation, which shall be at the Firm's cost.

For the sake of clarity, a Temporary Withdrawal shall automatically become a Voluntary, Permanent Withdrawal at the 31 December following receipt by the Authority of the written notification of Temporary Withdrawal, unless by 31 December the Authority has received written notification by the Firm of the resumption of Certified status and the Authority has confirmed the Firm's compliance with the Scheme.

### **7.4 Termination for Noncompliance**

If a Firm is not in compliance with the requirements of the Scheme, the Authority may, at its sole discretion and subject to the provisions of these Rules,

(a) terminate or refuse to grant or renew a Certificate; and



- (b) require the Firm to discontinue the Use of the Mark or any claim of compliance or association with the Scheme with immediate effect;

until the Authority is satisfied that compliance is achieved, or pending the result of an appeal by the Firm. Such decisions and the grounds for them shall be communicated to the Firm in writing.

NOTE Examples of the reasons for termination and withdrawal of a Certificate include, but are not limited to:

- frequent noncompliance with any of the specified requirements, or other criteria specified in the relevant Standard or Schedule;
- nonconformities uncorrected by the due date;
- misuse of the Mark, or failure to use it in accordance with these rules;
- refusal to allow the Authority to carry out Evaluation, or hindrance of the Authority during an Evaluation;
- refusal to produce documentary evidence of monitoring results;
- supply of Assessable Materials outside the Firm's scope of Certification;
- Noncompliance during the period of exit leading to Permanent Withdrawal, or Noncompliance during any period of Temporary Withdrawal;
- any circumstances which in the opinion of the Authority may affect the confidence of the public, or authorities in the reliability of the Scheme.
- failure to pay due fees and charges

The Authority may, at its sole discretion, insist that the Firm undergoes a re-evaluation, resubmitting the information as laid down in the Declaration before renewing or granting a Certificate, or an Exemption, or allowing Temporary or Permanent Withdrawal from the Scheme. Any re-evaluation shall be at the Firm's cost.

## 7.5 Suspension of Certification for Serious Nonconformity

If a Firm is not in compliance with the requirements of the Scheme, the Authority may, at its sole discretion and subject to the provisions of these Rules, apply one or more of the following:

- (a) grant, or replace a current Producer Certificate with, a Non-Producer Certificate indicating that an Assessable Location, or one of its Assessable Materials produced at that Location holds Non-Producer status under the Scheme;
- (b) replace all current Producer Certificates issued to the Firm with Non-Producer Certificates;
- (c) suspend one, several, or all of the current Certificates issued to the Firm; or
- (d) require the Firm to discontinue the Use of the Mark or any claim of compliance or association with the Scheme for any of its Assessable Materials, with immediate effect;



until the Authority is satisfied that compliance is achieved, or pending the result of an appeal by the Firm. Such decisions and the grounds for them shall be communicated to the Firm in writing.

The Authority may, at its sole discretion, insist that the Firm undergoes re-evaluation, resubmitting the information as laid down in the Declaration before renewing or granting a Certificate. Any re-evaluation shall be at the Firm's cost.

## **7.6 Public Notification**

Any Firm voluntarily relinquishing a Certificate, or having its Certificate withdrawn, shall be listed on the Register of Certified Firms with a note stating the reason for the withdrawal (i.e. "voluntary withdrawal", "temporary suspension" or "terminated for noncompliance"). The Authority may also make public communications as it deems necessary of any change of status.



## **8. FEES AND CHARGES**

### **8.1 Fees and Charges**

The Firm shall pay:

- (a) an evaluation fee for the initial and each subsequent evaluation for each Assessable Location and process;
- (b) a non-refundable fee of 15% of the total evaluation fees is due for all Assessable Locations and processes, at initial application and each Year thereafter. The application fee is included in the total evaluation fees charged for each production process;
- (c) any additional costs incurred by the Authority in the course of evaluation, such as travel, testing, freight of samples, etc., not otherwise included in the evaluation fee;
- (d) the fees for any additional visits, evaluations, surveillance, supervision, or testing incurred by the Authority in assessing a Firm under the Scheme, or due to the Firm's noncompliance with the terms of the Scheme; and
- (e) a Certificate fee charged for each certificate issued. This fee is charged annually.
- (f) any other charges reasonably incurred by the Authority in administering the application for, or certification of any Firm under the Scheme.

### **8.2 Refund Policy**

Should an Applicant Firm decide not to proceed to completion of its evaluation process, any unexpended evaluation fees received from the Applicant Firm shall be refunded, less the 15% administration fee, plus any costs incurred by the Authority. Certificate fees are not refundable.

### **8.3 Financial Conditions**

The financial conditions for authorisation to Use the Mark are included in the Certification Agreement between the Authority and the Certified Firm. It is an absolute requirement that a Firm shall have paid all monies owed to the Authority to be granted or to retain its Certificates.



## 9. APPEALS AND COMPLAINTS

### 9.1 Appeals

An Applicant or Certified Firm may appeal a certification decision of the Authority.

Any appeal by the Firm shall be in accordance with the appeals procedure (OPS 009) that shall be provided by the Authority upon request. The Appeals Panel will then investigate, and as necessary, hear the appeal and make a decision on the appeal based on the application of the Scheme Rules. The Appellant may attend the hearing of the appeal.

### 9.2 Complaints

There are several forms of complaints recognised under these Scheme Rules as follows:

- (a) complaints received by Certified Firms from their customers regarding the performance of materials supplied to Product Requirements certified by the Authority;
- (b) complaints made to the Authority, normally by users of materials and/or products, in relation to the performance to Product Requirements certified by the Authority;
- (c) complaints made to the Authority by its Certified Firms, or other parties, regarding the performance of the Authority or any of its officers or Representatives;
- (d) misrepresentation of ACRS certification.
- (e) complaints received by the Executive Director from a Representative regarding bullying, harassing, intimidatory, or coercive conduct by a Client or their representative in the Evaluation process, or in performing any other of the Representative's duties

A complaint shall be deemed to have been received when:

- (a) a written complaint has been submitted from the complainant;
- (b) the nature of the complaint corresponds to one of the categories listed above; and
- (c) the complainant has direct or first-hand access to the basis of the complaint.

All complaints shall be addressed as quickly as possible.

#### 9.2.1 Complaints received by Certified Firms about Approved Materials

Certified firms shall have a complaints registration and resolution procedure, which allows for investigation of the complaint and undertaking corrective or preventative action. Records of complaint handling by the Certified Firm shall be made available for review during evaluations. The Certified Firm shall report the occurrence of such complaints in each quarterly data submission to the Authority.



### **9.2.2 Complaints received by the Authority about Approved Materials**

In the first instance the Authority will endeavour to identify and provide the complaint to the relevant Certified Firm for resolution.

Where the complainant is dissatisfied with the response, or if the Authority is concerned about the Certified Firms adherence to the Scheme Rules or Certification Requirements, the Executive Director may investigate the complaint further, including requesting any further information from the Certified Firm, undertaking any further evaluation activities or initiating verification testing at the expense of the Certified Firm.

### **9.2.3 Complaints about the Authority's services or personnel**

Complaints received by the Authority in relation to its certification services and personnel shall be investigated by the Executive Director in accordance with the Management System.

### **9.2.4 Complaints about the misrepresentation of ACRS Certification**

Complaints received by the Authority in relation to misrepresentation of ACRS Certification shall be investigated by the Executive Director in accordance with the Management System.

### **9.2.5 Complaints of improper conduct towards a Representative**

Complaints received by the Executive Director of alleged bullying, harassing, intimidatory, or coercive conduct towards a Representative by or on behalf of a Client will be investigated by the Executive Director or their designate.

The Executive Director may require further information from the Client, which may include interviewing the Client's personnel about the conduct complained of.

If the Executive Director finds that the conduct complained of occurred, the Authority may refuse an application, or suspend or terminate a Certificate.

A Client the subject of such a complaint must assure the Executive Director, to the Executive Director's reasonable satisfaction, that it will prevent any further improper conduct before the Authority will continue with its Evaluation process, or reinstate a Certificate.





## 10. SERVING NOTICE UNDER THE SCHEME

### 10.1 By the Authority:

Any notice issued to the Firm by the Authority shall be in writing and signed by or on behalf of the Authority and may be served by:

- (a) email to the address on file of the Firm's nominated representative; and /or
- (b) leaving it or sending it by prepaid recorded delivery or registered post at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.
- (c) The parties' addresses, email addresses and facsimile numbers are as specified in Schedule A of the Certification Agreement, or as otherwise notified in writing to the Authority.

General statements regarding the Scheme for public information are deemed to be served when uploaded to the Authority's website at [www.steelcertification.com](http://www.steelcertification.com).

### 10.2 By a Firm

- a) Any notice issued by the Firm to the Authority shall be in writing, sending it by prepaid recorded delivery, or registered post at or to its address for the time being (registered office where applicable), or by email to the Executive Director. Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.
- b) A notice given in accordance with this clause is taken to be received by the Authority:
  - i. if hand-delivered, upon delivery at the Authority's registered address;
    - a. if sent by pre-paid post, upon delivery at the Authority's registered address;
    - b. if sent by facsimile, when the Authority confirms successful receipt of the total number of pages of the notice; or
  - ii. if sent by email, when
    - a. the Authority's email system confirms receipt of the email, and;
    - b. that the email and all attached files are readable by the Authority.
- c) The date of receipt of the communication is the Business Day of receipt if received prior to 2:30pm or if later, at 9:30am on the following Business Day.
- d) In this clause, Business Day means a day on which the Authority is open for general business.



## 11. CONFIDENTIALITY

Unless otherwise agreed in writing by the Authority, the Client shall keep confidential all documents received from the Authority, with the exception of this document and any Certificates.



## **12. CHANGES AFFECTING THE SCHEME**

### **12.1 Changes to the Rules**

The Authority reserves the right to modify these Rules at any time. The Authority shall communicate changes via the ACRS website ([www.steelcertification.com](http://www.steelcertification.com)) and the Client shall be obligated to apply those changes.

No such alterations shall affect the right of any Client to Use Mark or claim compliance with the Scheme unless the Client shall have been given notice in writing of such alteration by the Authority, who shall notify the Client of the date by which the Client shall comply with the altered Rules. This period shall not normally be less than six-months from the date of notification of the alterations, or at the commencement date of the Client's next issued Certificate/s, whichever is the soonest.

### **12.2 Changes to Legislation**

The Authority shall comply with all relevant, applicable national and international laws, Rules and Product Requirements in force concerning the right to Use the Mark or the conditions for obtaining said right. The Authority shall communicate all changes via the ACRS website and the Certified Firm shall be obligated to immediately apply all modifications resulting from said changes.