

## **Intertek Testing & Certification Ltd. Certification Regulations**

### **Version 1.9**

These Regulations govern the relationship between the manufacturer or the applicant who applies for certification, hereinafter referred to as the "Client", and Intertek Testing & Certification Ltd. hereinafter referred to as "Intertek", who issues Licences with respect to product compliance with the safety requirements relevant to the product.

The Licences offered by Intertek give the licence Holder the right to apply the ASTA Diamond Mark, the BEAB Safety Mark, or other Marks as detailed in the annexes of this document on the certified product. This shows that the product complies with the relevant requirements according to the specific national, international, or other standards (s) as applicable.

These certification regulations also cover other Marks not owned by Intertek. These marks are covered in the relevant appendices to these regulations. In all cases, reference will be made to the individual scheme requirements and standards, and these will be implemented in accordance with the schemes at the time of application.

### **1. Definitions**

Throughout these Regulations the definitions and terminology of ISO/IEC 17065 as from time to time amended apply. Additional terms used in this document are defined as follows:

**"Intertek"** means company number 3272281 having its headquarters at Intertek Testing & Certification Ltd., Academy Place, 1-9 Brook Street, Brentwood, Essex, CM14 5NQ, UK.

**"Client"** means an individual, body corporate or body incorporate that has applied for but has not yet been granted a Certificate or License.

**"Standard"** means the version of the Standard appropriate to the Certifiable Goods for which a Certificate or Licence is sought.

**"Certifiable Goods"** means the goods or any of them for which an Applicant seeks a Certificate or Licence.

**"Licence"** refers to authorising the use of a Mark in accordance with these Regulations.

**"Certified Goods"** means the goods for which a Licence has been issued.

**"Licensed Mark"** means any Mark licensed for use by Intertek in accordance with a Product Certification Scheme detailed in the Schedules hereto.

**"Licensee"** means the authorised holder of a Licence authorising the use of a Mark.

**"Manufacturer"** means any legal or natural person who manufactures product or has product designed or manufactured under his name or trade name. A Manufacturer may be an Applicant or Licensee in their own right.

**"Person"** means an individual, firm, body corporate or body incorporate.

**"Product Certification Scheme"** means a scheme through which Intertek may issue a Certificate or Licence for which specific regulations are detailed in the annexes of these Regulations.



"Review Date" means the date by which a product review must be carried out to continue the validity of the Certificate or Licence.

"Certification Management Fee" is the additional fee paid for the inspection of manufacturing locations, where the inspector is provided by an agreed agent.

## 2. Confidentiality

Intertek agrees to treat information that the company receives from the Client, in association with the performance of certification, in strictest of confidence, except as mentioned below. Only the Client or his authorised agent has right of access to the documentation that forms the basis for certification. Intertek will make available to the general public the following details in relation to a Licence, unless the Licence holder specifically requests this is withheld:

- Licence number
- Licence holder or brand name
- Product description and designation
- Factory reference code
- Approval standard(s)
- Licence issue date
- Licence review date

Intertek has the right to make exceptions from confidentiality in cases where the company is so obliged in accordance with the requirements of its accreditation bodies and with specific Countries' laws or constitutions, and subject to decision by the specific Country's court of law or National authority.

Intertek Testing and Certification Ltd operates certification activities under ISO/IEC 17065:2012. Therefore, the Department of Business and Trade (DBT), via the UK National Infrastructure Regulation, appointed UKAS as the UK national Accreditation Body (observers)

to have a right of access to review client information at either an Intertek or Client site.

## 3. The Licence

Before a Licence authorising the use of one of the Intertek Approval Marks is issued Intertek shall be satisfied with regard to every application:

a) that the general provisions contained in these Intertek Marks Certification Regulations are satisfied.

b) that a sample of the Certifiable Goods is constructed in accordance with good engineering practice and does not endanger the safety of persons, domestic animals or property when properly installed, maintained and used in applications for which it was made. The product thereby conforms with the relevant product safety legislation for the country where it is intended to be placed on the market.

c) that a sample of the Certifiable Goods completely complies with the appropriate safety standard(s) or there exists an acceptable degree of compliance with the appropriate electrical safety standard(s);

d) that in the case of an application submitted pursuant to the CCA Procedure that any Notification of Test Results presented as being issued by Body A is true and authentic statement of the testing of the Certifiable Goods and is accompanied by an Identity Declaration or Statement of Identification as required by CCA Operational Documents.

e) that in the case of an application submitted under Agreements, other than the CCA Agreement entered by Intertek, the documentation presented includes a true and authentic statement of the testing of the Certifiable Goods and an Identity Declaration or Statement as required.



f) that the Manufacturer's production procedures and system of quality control will be such that all Certified Goods will conform to the appropriate Electrical Safety Standard and/or to the relevant Intertek Production Control Specifications and will do so to that degree which is considered acceptable at the time of the grant of the Licence.

#### 4 Validity of the Licence

A Licence is issued for a maximum of five years with a period of validity up to the end of the sixtieth month (see specific Licence requirements in the relevant annex). This period shall be reduced where the Date of Withdrawal of the Standard (DOW) dictates that the Standard to which the product was tested has been superseded or the Licence has been cancelled.

The validity of the Licence is determined by compliance with the following provisions:

- a. The Client pays the invoiced annual Licence fee on the due date at the latest.
- b. The Client issues payment for testing/certification on the due date at the latest.
- c. If these provisions are not complied with within a specified period, the Licence is invalid and the fact that a Licence has been issued is no longer relevant. Section 4 states that the Licence may prematurely cease to be valid in certain circumstances.
- d. Pre-Licence and periodic inspections of the manufacturing locations, as stated in the relevant annex, are successfully completed.
- e. Sample inspections, as stated in the relevant annex, are successfully completed.
- f. The Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the Certification Body.

g. Any modification to the product is reported to Intertek and tests or inspections are carried out as directed by Intertek prior to implementation of production.

h. Any change of manufacturing site is advised to Intertek and accepted in writing by Intertek.

i. The Client makes claims regarding certification consistent with the scope of certification and in line with Section 16 of this agreement.

j. If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the Certification Scheme.

#### 5 Premature cessations of validity of the Licence

Intertek retains the right to recall a Licence with immediate effect in the following instances:

- a. The Clients system for production control does not comply with the relevant requirements.
- b. The Client does not issue payment for testing/certification by the due date.
- c. The Client acts in some other way which contravenes this agreement.
- d. Where the standard in question has been amended or superseded and Intertek has informed the Client of the changes that may need to be made, and the Client does not take appropriate action so that the period of validity of the certificate is not affected.

The Client may give notification of premature termination of this agreement providing that the manufacture or import of the certified products bearing Intertek Mark(s) has ceased.

The agreement ceases to be valid on the day that notification is received by Intertek.



The Client is obliged to pay all licence fees that are due for payment before the termination of the agreement and the costs of inspection to the company who carried out the factory inspection or other comparable inspection on behalf of Intertek if the inspection took place before the termination of the agreement. Intertek is obliged to confirm cessation to the Client as soon as possible. Once the Licence ceases to be valid, it is the responsibility of the Client, or his agent, to ensure that any marking of the product discontinues. Product manufactured prior to the date of cancellation is still considered to be certified, even though these products may be sold after the date of cancellation, providing all other requirements, for example, the Date of Withdrawal (DOW) of the standard, are met.

Notwithstanding the fact that the agreement is terminated prematurely, the parties are bound by the obligations that are specified in the relevant annex

#### **6 Assignment of a Licence**

The Client has the right to assign the Licence under the following conditions:

The holder of the Licence, i.e., the proposed new Licence Holder, applies for a new Licence to be issued in his own name, giving his name, address, and other necessary details. The Licence Holder agrees to the transfer and the Client's permission is valid, i.e. it has not been recalled when the application for transfer is submitted.

#### **7 Confirmatory inspections**

To safeguard the value of the Licence, Intertek maintains the right during the period of validity of the Licence to carry out production and market inspections for the purpose of checking

that the products that are available on the market, and which have been certified by Intertek, and are consistent with the product as certified.

For this purpose, the Client agrees to provide Intertek, at no cost to and upon request from Intertek, samples of the product that are certified by Intertek from manufacturers,

importers, wholesalers, distributors or other enterprises which make the product available on the market, and to permit Intertek or Intertek's representative access to the production unit to perform an inspection.

Furthermore, the Client agrees to ensure that the production process incorporates a production control system, through inspection and testing, for the purpose of ensuring that manufactured products are consistent with the product as certified and in accordance with Intertek or other certification scheme requirements. If, after such confirmation inspection, it is found that the product differs from the product as certified, the Client is obliged to comply with the decisions made by Intertek.

The Manufacturer will be obliged to permit Intertek (Intertek: Employees and Subcontractors) access to the premises on reasonable request, including 3rd Party Accreditation Body representatives and observers to Intertek, for the purpose of conducting on site peer witness assessments of Intertek during scheduled or unscheduled conformity assessment verification visits.



## 8. Invoicing and Fees

Application and Annual Licence fees are covered in the relevant Annex.

The Client is obliged to pay the fee/charge and/or other reimbursement for inspection of the manufacturer's production control (factory inspection) to the company that performed the inspection, irrespective of whether the inspection was carried out by Intertek or by Intertek's representative.

The Client is obliged to pay any other costs incurred by Intertek due to a Licence Holder non-compliance with these Regulations. A test fee to cover the cost of testing to the requirements of the appropriate standard is payable by the Client to Intertek when Intertek arranges such testing.

Unless agreed otherwise, the terms of payment are thirty (30) days net. Penalty interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 Act may be applied to overdue payment.

Value added tax is charged in accordance with current legislation.

## 9. Agent and an agent's payment obligation

If the Client is represented by an agent, the Client and the agent are jointly responsible to Intertek for ensuring that all costs incurred in association with certification inclusive of licence fees and any additional fees are paid. If an agent ceases to act on behalf of a Licence Holder, the agent or the Licence Holder shall notify Intertek of the circumstances in writing, without delay.

## 10. Claim for compensation

If the Client intends to charge Intertek with responsibility for damage which the Client

claims to have suffered in connection with certification, he shall submit a written statement outlining the reasons for the claim. The claim for compensation, in order to be valid, must be made within a reasonable period from the time the damage became apparent or should have become apparent to the Client and must have occurred at the latest within two (2) years from testing. The agent or the Client shall notify Intertek of the circumstances in writing, without delay.

## 11. Limitation of liability

Intertek is responsible under the provisions set out below and under the limitations stipulated for damages suffered by the Client as a result of demonstrated negligence by Intertek in conjunction with certification. Intertek is not responsible for damages caused as a direct result of a decision made by a court of law, supervisory authority, or international authority whose decisions have been agreed by the specific Country, or other circumstances over which Intertek has no control. Intertek is not responsible for any loss of production, loss of profit, loss of contract or any other indirect loss. Certification of a product does not absolve the Client from product liability.

Intertek's total liability is limited to the value of the contract.



## 12 Complaints and Appeals

All appeals and disputes shall be conducted in accordance with Intertek GMS-OP-28 "Certification complaints" / GMS-QC-03 "Appeals and Disputes Handling". The complaint and/or appeal must be submitted in writing within 14 days of the suspension letter issued by the Certification body. The appeal in writing is submitted to in all cases the local country or Regional Quality Manager. The appeal is reviewed by a panel not involved in the initial decision and the decision made by the appeals panel shall be final.

Further UK contact information as follows: <http://www.intertek.com/certification/appeals-uk/>

## 13. Date of coming into force

These Regulations come into force on the date that the Client signs the specific Intertek Certification Application Form.

## 14. Records of Complaints

A Licensee shall maintain a record of any complaints received in respect of Certified Goods relating to any aspect which could be construed as endangering the safety of persons, domestic animals or property or which might suggest that the goods do not conform to the Low Voltage Directive and/or other New Approach Directives/Harmonised or appropriate Standards. The records shall include details of actions taken in respect of deficiencies found and their effectiveness. The records shall be made available to any person duly authorised by Intertek to inspect such records. Whereupon initial investigation, compliance with the Low Voltage Directive, other relevant regulations or the Appropriate Standard is in doubt, or the effectiveness of the Appropriate Standard is in question Intertek shall be notified immediately, and any further

investigation shall be conducted in consultation with Intertek.

## 15. Indemnifications and Liability

The Client agrees to hold Intertek harmless and to defend and indemnify Intertek against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any negligent or intentional acts of the Client or third parties relating to the certified product or arising from the use of the Certification Mark. Intertek will not, in any circumstances, be liable to the Client for any indirect, special, punitive, or consequential damages, or any third-party claims which may arise as a result of the services provided in this Certification Agreement or services falling under the responsibilities of Recognised Test Laboratories or Manufacturer's Laboratories. The maximum aggregate liability of Intertek for damages in connection with this certification agreement shall not exceed the fees paid by the client to Intertek under this agreement in the 12 months prior to the incident initiating the claim.

## 16. The name of Intertek and use of the Certification Marks

The Client must ensure that a product that is certified by Intertek has the appropriate Mark affixed for as long as the Licence is valid unless otherwise agreed with Intertek. When marketing a certified product, the Client has the right to use Intertek marks, symbols and names in a specified manner:

The Mark may be used on products, packaging or other marketing methods. The Client is entitled to print the Intertek name on products or packaging, but only in the phrase "Tested and certified by Intertek Testing & Certification" or equivalent phrasing in another language. The Client is also only



entitled to use the Mark, the Intertek name or other Intertek symbols in agreement with Intertek.

It is a condition of use that the Mark shall not be used in any printed advertisements or printed publicity matter directed primarily to the market in the United Kingdom and in the Isle of Man or in retail point of sale display cards distributed by the registered proprietor for use within the United Kingdom and the Isle of Man without indicating that it is a certification mark.

Any right which may arise as a result of the promotion of the symbol which is owned and/or used by Intertek will be held by Intertek. Irrespective of whether the use of the symbol is permitted in accordance with the provisions set out above, Intertek may take action against the use of the said symbol by the Client if the use is to the detriment of the profile, reputation, and goodwill of the symbol. The Client is not permitted to register the Mark, the Intertek symbol, or any other symbols owned by Intertek. The client is not permitted by these regulations to infringe on the protection of the Marks, symbols, and names owned by Intertek.

Marks which are not owned by Intertek, for example, the ENEC Mark may be subject to restrictions as defined within the relevant certification and/or brand guideline documents.

#### **17. Alteration of Regulations**

These Regulations may from time to time be altered, but no such alterations shall affect the right of any Licensee to use the Licensed Mark unless, or until, three months' notice in writing of such alteration shall have been given to him by Intertek.

#### **18. Notices**

Any notice required by these Regulations to be given to any Person shall be deemed to have been given if forwarded properly addressed, to the last known address of the person concerned.



## Annex A

### ASTA Diamond Mark

#### A1 Invoicing and fees for the ASTA Diamond Mark

A Licence fee will be charged for the certified product during the period of validity of the Licence. The first Licence fee is charged in conjunction with the initial certification. The fee is charged to the applicant's account, and the amount is either for a full 12 months or in proportion to the number of months until the annual invoicing month (often arranged such that all the Licences for a client share the same invoicing month). Subsequent Licence fees are charged annually in advance to coincide with the invoicing month stated on the Licence.

An Application Fee is payable to Intertek by a Licence Holder for a Certificate or Licence before any work is carried out and is not returnable.

#### A2 Validity of the ASTA Licence

A Licence will be reviewed every 5 years. This period shall be reduced where the Date of Withdrawal of the Standard (DOW) dictates that the Standard to which the product was tested has been superseded. If the review of Licensed Goods has not been completed by the review date the Licence shall lapse, and the licensee shall no longer be entitled to place the Licensed Mark on the Certified Goods.

A Licence may be reinstated if the review is satisfactorily completed in the period during which it has been allowed to lapse. A Licence shall be cancelled if it has not been reinstated within twelve months from being allowed to lapse.

A pre-licence inspection of all the relevant manufacturing locations must be successfully completed prior to issuing a new approval unless the factory already produces similar, currently Licenced products.

Samples of the product will be periodically inspected and/or tested by Intertek. A fee will be payable by the Client to cover any test and administration fees. A maximum of one inspection per product will be carried out per year, unless issues arise concerning unauthorised modifications of the product.

#### A3 ASTA Diamond Mark

The ASTA Diamond Mark licensed for use by Intertek is as shown below:



A "short-form" version of the Mark may be used on products where there is insufficient space for the full form. For further details please refer to the Marks Usage Guide available on request



## Annex B

### BEAB Mark

#### B1 Invoicing and fees for the BEAB Mark

A Licence fee will be charged for the certified product during the period of validity of the Licence. The first Licence fee is charged in conjunction with the certification. The fee is charged to the applicant's account for a full year irrespective of the date of issue. Subsequent Licence fees are charged annually in advance in the anniversary month of issue.

An Application Fee is payable by a Client for a Certificate or Licence to Intertek before any work is carried out and is non-refundable.

A fee is payable for each inspection of all the relevant manufacturing locations and where this inspection is carried out by an agreed agent; a Certification Management Fee is also required.

#### B2 Validity of the BEAB Licence

A Licence will be reviewed either every 3 or 5 years (depending on the product). This period shall be reduced where the Date of Withdrawal of the Standard (DOW) dictates that the Standard to which the product was tested has been superseded. If the review of Licensed Goods has not been completed by the Review Date the Licence shall lapse, and the licensee shall no longer be entitled to place the Licensed Mark on the Certified Goods.

A Licence may be reinstated if the review is satisfactorily completed in the period during which it has been allowed to lapse. A Licence shall be cancelled if it has not been reinstated within twelve months from being allowed to lapse. A pre-licence inspection of all the relevant manufacturing locations must be

successfully completed prior to issuing a new approval and an annual routine inspection will be carried out on the anniversary of the approval, for the lifetime of the approval.

Samples of the product will be periodically inspected, and a fee will be payable by the Client to cover any test and administration fees. A maximum of one inspection per product will be carried out per year, unless issues arise concerning unauthorised modifications of the product.

#### B3 BEAB Approval Marks

The BEAB Approval Mark for Certified Goods other than electrical controls, components and switches for appliances is as shown below:



Intertek

The BEAB Approval Mark for controls, components or switches for appliances is as shown below:





## Annex C

### BEAB Care Mark

#### C1 Invoicing and fees for the BEAB Care Mark

Is as stated in Annex B1 and is in addition to the Fees required for the BEAB Mark.

#### C1 Testing and Validity of the BEAB CARE Mark Licence

As per Annex B2

Testing for the BEAB CARE Mark shall be carried out in accordance with the latest edition of STS 56 Particular requirements for Care Wash Units. The BEAB Care Mark may only be applied to product that is in accordance with STS 56 and also carries the BEAB Approval Mark.

#### C3 BEAB CARE Marks

The BEAB CARE Mark licensed for use by Intertek is as shown below:





## Annex D ENEC Mark

### D1 The ENEC Mark

The ENEC Mark licensed for use by INTERTEK is as shown below:



This Mark is not owned by Intertek and other regulations may apply in accordance with the ENEC rules in existence at the time of the application. These will be supplied as required.



## Annex E

### Intertek Tick Mark

This Mark can only be used where other Intertek Marks are not available.

#### E1 Invoicing and fees for the Tick Mark

A Licence fee will be charged for the certified product during the period of validity of the Licence. The first Licence fee is charged in conjunction with the certification. The fee is charged to the applicant's account for a full year irrespective of the date of issue. Subsequent Licence fees are charged annually in advance in the anniversary month of issue.

An Application Fee is payable by a Client for a Certificate or Licence to Intertek before any work is carried out and is not returnable. A fee is payable for each inspection of all the relevant manufacturing locations and where this inspection is carried out by an agreed agent; a Certification Management Fee is also required.

#### E2 Validity of the Intertek Tick Mark Licence

A Licence will be reviewed every 4 years. This period shall be reduced where the Date of Withdrawal of the Standard (DOW) dictates that the Standard to which the product was tested has been superseded. If the review of Licensed Goods has not been completed by the Review Date the license shall lapse, and the licensee shall no longer be entitled to place the Licensed Mark on the Certified Goods. A Licence may be reinstated if the review is satisfactorily completed in the period. during which it has been allowed to lapse. A Licence shall be cancelled if it has not been reinstated within twelve months from being allowed to lapse.

A pre-license factory inspection of all the relevant manufacturing locations must be successfully completed prior to issuing a new approval and an annual routine factory production control (FPC) inspection will be carried out on the anniversary of the approval, for the lifetime of the approval.

Samples of the product will be periodically inspected, including marking, data and build level reviews each 4 year period and a fee will be payable by the client to cover any test and administration fees. Additional inspections may be required if issues arise concerning unauthorized modifications of the product.

#### E3 The Tick Mark

A sample of the Tick Mark for Certified Goods is as shown below which shall reference the relevant certificate number:



It is also permitted for the client to utilise the enhanced Tick Mark logo shown below.

