

## Preface

The Electrical Product Safety Certification Service offered by SAA Approvals is based on a Type Test Scheme, which is one where a representative sample is provided for testing and certification, and does **not** include any surveillance activities or ongoing product quality control.

Ongoing conformance of the product with the standard is the responsibility of the certificate holder and the Australian/New Zealand importer.

This document sets out the SAA Approvals Pty Ltd terms and conditions for granting a Certificate for an electrical product and the obligations of the Applicant/Certificate Holder that must be satisfied to firstly obtain approval certification and then to maintain the validity and currency of the certificate.

## 1. Definitions

<b>Applicant:</b>	The registered business who is applying to be the Holder of a Certificate
<b>Certificate Holder:</b>	The registered business that holds an SAA Certificate of Approval for the product
<b>SAA:</b>	SAA Approvals Pty Ltd trading as SAA Approvals
<b>EPSCS:</b>	The "Electrical Product Safety Certification Scheme" as operated by SAA Approvals
<b>Certificate of Approval:</b>	A Certificate of Approval will cover declared electrical
<b>Certificate of Suitability:</b>	A certificate of Suitability will cover non-declared products
<b>Declared</b>	Electrical Equipment – which are electrical products as defined by legislation as gazetted by the NSW Fair Trading or listed in Appendix B of AS/NZS 4417.2 and which must be approved prior to sale. See <a href="http://www.saaapprovals.com.au">www.saaapprovals.com.au</a> ; and
<b>Non-declared</b>	Electrical Equipment – which are all other electrical products that are not <b>Declared</b> Electrical Equipment as detailed above.

## 2. Terms, Conditions and Obligations

The Application Forms (S-0001, S0002 & S-0003), Guides for Completing the Forms (S-0021, S-0022 & S-0023) and Schedule of Fees (S-0030) all form part of these Terms, Conditions and Obligations.

All information as required by the Application form and the Guide for Completing the Forms must be provided in order to obtain certification.

Deviations from the Terms, Conditions and Obligations at any time during the Certification life cycle of a product will make the Certificate null and void.

All changes to the Certificate Holders details, product and/or manufacturer must be notified and assessed by SAA Approvals.

The application forms must be completed in full and signed and dated in accordance with the Guides.

The application is to be accompanied with all relevant documentation and information as detailed in the Guides for Completing the Form and will include at least the following:

- ◆ Test Report/s demonstrating compliance of the product to the applicable Standards.
- ◆ Detailed colour photographs
- ◆ Technical documents
- ◆ Sample where required
- ◆ Certification fee
- ◆ Signed Declaration by applicant and/or consultant.

## 3. Foundation for Claim of Compliance

A **SAA** Certificate is issued for electrical products that show compliance with the relevant standards or where appropriate evidence is provided and it is deemed that the electrical product will not create an unsafe situation for the installer, user, repairer and the installation. In the case of non-declared equipment, in addition to any test report to the applicable standard evidence showing that it meets the essential safety criteria of AS/NZS 3820 may also be required. See **SAA** website or [www.saiglobal.com](http://www.saiglobal.com) for information on relevant standards. Certification is based on the following order of application of Standards:

1. Australian and New Zealand Standards
2. International Electro Technical Commission (IEC) Standards
3. European Norm (EN) standards or Harmonised Document (HD) based on IEC Standards
4. Any National Standards that show equivalence to IEC Standards

Where amendments to the existing standards are published, products shall comply with the published amendment when the Certificate is renewed. New product that is not yet manufactured and modified product shall comply with the amended standard.

Refer to the relevant Guide for further information.

#### **4. Product Samples**

**A sample may be requested** if there is a specific requirement such as; but are not limited to:

- If ambiguous or incomplete information has been supplied in the test report and/or supporting information
- When the provided sample is not in compliance, a further sample will be required
- A safety issue has been identified regarding the particular type of product that requires review
- Review of the information supplied indicates an issue that needs to be investigated
- When random product surveillance is being undertaken

Refer to the relevant Guide for further information.

At the conclusion of certification process and after any evidential requirements, notification will be provided in writing to the Applicant that the item is ready for collection. At the end of 14 days after sending the notice, if the item has not been collected, **SAA** may dispose of the item in a manner they consider appropriate and the Applicant will not be entitled to claim for the item or any loss or damage to it. Please note, that after examination and testing, the product will not be operational; may be in an unsafe condition and will be labelled accordingly.

#### **5. Changes and Modifications**

##### **a. Technical Modifications**

Any technical changes to the approved product will require registration. These changes may include modified additional models or other technical changes that would affect compliance under the original Certificate. Modifications will require an evaluation to establish compliance to the relevant Standard. The Form S-0001 is to be completed, signed and forwarded to **SAA** (this can be done in conjunction with an Application for Certification). Where modifications constitute a new type of product the applicant shall apply for a new Certificate.

##### **b. Administrative Modifications**

Where modifications of an administrative or non-technical nature occur to an approved product the Form S-0001 must be completed, signed and forwarded to **SAA**. Such changes include a model number change, additional trade name or other non-technical change where a test report is not required. All modifications will be evaluated to ensure compliance is maintained to the relevant Standard.

##### **c. Change in Registered Applicant Details**

When changes of the registered Certificate Holder details occur, including the business name, ABN, ACN, ARBN, business address or contact details or change of ownership, the Certificate Holder must give written notice of such change/s to SAA within 30 days of the change by submitting the Form S-0002 with the appropriate fee.

If the changes are accepted, a new main Certificate is re-issued with no change of the expiry date.

#### **6. Transfer of Certificates**

Certificates can be transferred to another business entity provided both are in agreement and written authorisation from the existing Certificate Holder or appointed liquidator or other person in authority is provided.

Refer to the relevant Guide for further information.

If the changes are accepted, a new main Certificate is re-issued with no change of the expiry date.

## 7. Renewal of Certificate

The **Certificate Holder** has an obligation to ensure the certificate remains current while approved product remains in the marketplace to be sold.

**SAA** will send out notices to **Certificate Holders** up to six months prior to the expiry date. The **Certificate Holder** must make arrangements to have the product reviewed against the current applicable standard/s prior to the certificate expiry date.

The renewal application must be submitted between one and two months prior to the expiry date.

Refer to the relevant Guide for further information.

## 8. Extension of Certificates

An extension of up to 12 months may be approved to the expiry date of a Certificate where the certified product is no longer in production and only a small number of products remain available for sale in the Australian and/or New Zealand marketplace. After the 12 month period the Certificate is automatically withdrawn and the website register updated to this effect.

For Declared products, SAA must seek approval from Fair Trading (NSW) in order to issue an extension to the certificate. This may take several weeks to be approved by NSW, so please ensure your application is submitted at least one month prior to the expiry of the Certificate.

**NOTE:** NSW may ask for a new test report indicating the article is safe.

Refer to the relevant Guide for further information.

## 9. Fees

The Schedule of Fees is set out in Form S-0030 and is available on our website.

- ◆ The application fees are based on a single review and processing of documentation.
- ◆ Where additional time is required to review and process additional information, charges at published rate will be applied.
- ◆ If complex modifications and numerous models are submitted with an application for Certification an additional fee may apply.
- ◆ The applicable fee/s must be paid in Australian Dollars when the application is submitted.
- ◆ Fees may be paid by Credit Card, Electronic Funds Transfer (EFT) or cheque.

## 10. Non-Conformities during Application Process

If non-conformities are identified during the application evaluation process, they shall be documented and raised with the applicant. Only when all non-conformities are satisfactorily addressed shall the certification process be completed.

Where a product is non-conforming with a requirement of the relevant product Standard, a **SAA** Certificate may be issued when appropriate evidence is provided and it is also deemed that the electrical product will not create an unsafe situation for the installer, user, repairer and the installation.

## 11. Marking of Products

Marking shall be in accordance with the standards and legislative requirements which include, but are not limited to, the following.

- ◆ Each product must be marked with the information as required by the applicable Standard; and
- ◆ Be permanently marked with the registered approval mark as identified and in the same format as on the Certificate; and
- ◆ Where the RCM is used either the **SAA** number or an alternative **SAA** mark (must register with **SAA** before using)
- ◆ When the RCM mark is used it must be in accordance with the requirements as detailed in AS/NZS 4417.

## 12. Obligations of Certificate Holders

- ◆ Claims for certification shall only be made in respect of products that fall within the scope of the certification scheme and have been certified by the Scheme.
- ◆ The **Applicants** and **Certificate Holders** and the manufacturer must make available any samples, drawings, specifications, documentation, reports and records that **SAA** require in the course of issuing and maintaining certification.
- ◆ Any modification to the product must be presented to **SAA** for assessment.
- ◆ The **Applicants** and **Certificate Holders** have an obligation to take appropriate actions to ensure that manufactured products offered for sale are the same as the approved product.
- ◆ **Applicants** must ensure payments for certification fees are made with application.
- ◆ **Applicants** must either sign the declaration of section 8a of the application form or provide their authorised consultant with a declaration as per section 8a.
- ◆ A **Certificate Holder** must not use **SAA** Certification in such a manner to bring the certification body into disrepute and shall not make any statement regarding its product certification which the certification body may consider misleading or unauthorised.
- ◆ A **Certificate Holder** shall only make claims regarding certification in respect of the scope in which the certification has been granted.
- ◆ A **Certificate Holder** shall ensure that no certificate or report nor any part thereof is used in a misleading manner.
- ◆ A **Certificate Holder** shall ensure that in making reference to its product certification in any communication media, such advertising complies with the requirements of the **SAA EPSCS**.
- ◆ Keep a record of all complaints known to certificate holder relating to the products compliance with the relevant standard and make these available to **SAA** on request.
- ◆ Take appropriate action with respect to such complaints and any deficiencies found that affect compliance with the requirements for certification and document the action taken.
- ◆ A Certificate Holder may not reproduce the certificate or any part of the certificate.
- ◆ When the RCM mark is used it must be in accordance with the requirements as detailed in AS/NZS 4417

## 13. Period of Validity

A Certificate is valid for a period of up to 5 years with the exception of a hair straightener which is for only 2 years.

A Certificate may be either renewed or extended.

A Certificate may be withdrawn, suspended or cancelled during the Certification life cycle in some circumstances: for example;

- ◆ Significant changes are made to the Standards which form a basis of testing and certification; or
- ◆ Changes have been made to the product and SAA Approvals have not been notified of the change.

Where amendments to the existing standards are published the certificate remains valid until the expiry date. On renewal the product shall comply with any published amendment or new version of the applicable standard/s.

New stock that is not yet manufactured shall comply with the amended standard.

## 14. Withdrawal, Suspension, Cancellation or Expiry of Certification

SAA Approvals may withdraw, suspend or cancel Certificates where a breach of the terms, conditions and obligations specified herein has been substantiated or at the legal direction from an officer of a government regulator. The Certificate Holder shall in these circumstances ensure all certificates are returned to SAA Approvals and there shall be no reference to the certification in any public form such as advertising, promotions, literature or on any internet web page. If a public safety issue arises, SAA Approvals upon the withdrawal of certification will contact the relevant regulatory authorities and the Policy Section Compliance Strategies Branch of the ACCC who manage Product Safety Recalls. Reference to the certification may be permitted for the purposes of recalls however any advertisement must be submitted to SAA Approvals for acceptance.

If during the application process, or after approval is given, it is determined that false information or an incorrect sample knowingly has been supplied by the client the certification will automatically be invalid and the certificate will be immediately withdrawn.

The Certificate Holder may, at any time, request in writing that their Certificate be withdrawn or cancelled. Any Certificates that are not renewed or that have been extended will be withdrawn after the expiry date and will be notated as "Expired".

## **15. Changes of SAA Approvals Certification Prerequisites**

Changes to the SAA Approvals Certification process may arise from Standards changes, regulatory revisions, process reviews or legislation.

Public notification of Standards changes, regulatory revisions and legislative changes by Standards Australia and/or a relevant legislative body is deemed to be notification on behalf of SAA Approvals.

All affected certificate holders will be given the opportunity to express their view on proposed major changes that will affect a product that they have certified. The proposed changes will be published on the SAA Approvals web site and emailed directly to affected clients and given 14 days to respond. Note that any significant changes will normally occur through the Standards and adequate consultation is provided through that forum.

After publication of a significant change, SAA Approvals will follow up on the affected clients to ensure that requirements are met prior to date advised by the Standard or regulator. A significant change to the Standards requirements that affects the production of the product must be submitted as a modification.

Due notice of any changes to the approval process that may or will effect the requirements shall be given to Clients of SAA Approvals with sufficient time as deemed reasonable to allow the Client to take action.

Any changes to application requirements that are made to the client application guide will be communicated via the SAA Approvals web site.

## **16. Management of Certification Documentation**

Certificates remain the property of SAA Approvals with consent given to the successful applicants to be Holders of the Certificate. Under no circumstances is the certificate or any part of the certificate to be reproduced. Conditions of correct use of other regulatory marks such as the RCM are the responsibility of the regulators and the Rules for the RCM are provided in AS/NZS 4417.

## **17. Complaints, appeals and disputes**

A complaint or appeal or dispute for a decision made during the certification process can be addressed in writing to the General Manager via the SAA website ([www.saaapprovals.com.au/feedback.php](http://www.saaapprovals.com.au/feedback.php)) or directly to [info@saaapprovals.com.au](mailto:info@saaapprovals.com.au). A member of SAA Approvals will respond within 2 working days of receipt of this notice.

## **18. SAA Approvals Web Site**

Limited details of an approval will be published on the public area of SAA Approvals web site. Members of the public will be able to search for registered product details to substantiate currency of approval and models.

The only details available on the website will be as follows:

Certificate number;  
Product description;  
Model numbers;  
Certification status (Active, Suspended, Withdrawn, Expired, Cancelled); and  
Expiry date

All other information will remain commercial-in-confidence and no personal information will be made public.

SAA Approvals must comply with any lawful requests for information by a statutory authority. Please note that the EESS data base has additional details including the Certificate Holders name and address.

## **19. Errors or Omissions**

Clerical errors or omissions, whether in computation or otherwise in any certificate, document, quotation acknowledgements, shall be subject to correction.



# SAA Approvals Pty Ltd

## Electrical Product Safety Certification Scheme

### Terms, Conditions and Obligations of the Applicant and Certificate Holder

Form: S-0110  
Version: 6.0  
Date: 10-01-14  
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#### **20. Force Majeure**

SAA Approvals shall not be liable to the Client for any loss or damaged directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delays in transportation of any other cause beyond SAA Approvals control.

#### **21. Proper Law**

The contract and these conditions of approval shall be governed by New South Wales Law and the New South Wales Courts shall have exclusive jurisdiction in connection herewith.

#### **NEED MORE INFORMATION?**

**Website:** [www.saaapprovals.com.au](http://www.saaapprovals.com.au)

**Email:** [info@saaapprovals.com.au](mailto:info@saaapprovals.com.au)

**Or write to:** The General Manager  
SAA Approvals Pty Ltd  
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Australia

**Ph:** +61 7 3393 9455

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