

## BASEC CERTIFICATION TRADE MARK REGULATIONS

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### 1.5 BASEC CERTIFICATION TRADE MARK REGULATIONS

Governing the use of its Certification Trade Marks in respect of Certifiable Goods. These regulations shall apply to the BASEC Product Certification and Licensing Schemes.

#### 1. Definitions

- 1.1. "British Approvals Service for Cables" (or BASEC) means company number 1150237 incorporated in England and Wales on, 10 December 1973 and having its headquarters at Presley House, Presley Way, Crownhill, Milton Keynes, MK8 0ES, United Kingdom. [See Note 2]
- 1.2. "The Board of Management" means the Board of Management appointed in accordance with the Articles of BASEC.
- 1.3. "Appropriate Standard" means a standard or specification against which the Certification Committee has indicated the BASEC is prepared to certify.
- 1.4. "Certifiable Goods" means such goods or any other goods referred to in Regulation 1.4.8 which from time to time fall within the range covered by an Appropriate Standard.
- 1.5. "Certified Goods" means Certifiable Goods to which a Certification Trade Mark has been applied.
- 1.6. "Certificate" means a Licence issued by BASEC authorising the use of one or other of the Certification Trade Marks in accordance with these Regulations.
- 1.7. "The Certification Committee" is a Committee appointed by the Board of Management and consisting of not less than three persons appointed by the Board of Management who predominantly do not represent manufacturers of Certifiable Goods.
- 1.8. "Certification Trade Marks" means the certification trade marks of BASEC authorised by BASEC to be used by Holders of Certificates to depict the satisfaction of BASEC pursuant to these Regulations.
- 1.9. "Chief Executive" means the member of the permanent staff of BASEC appointed by the Board of Management to be in charge of the operations of BASEC or such other person to whom the powers of the Chief Executive may from time to time be delegated.
- 1.10. "Person" means an individual, firm, body corporate or body unincorporate.
- 1.11. "Supplier" means the authorised Holder of a Certificate
- 1.12. "The Appeals Panel" means a panel selected by the Chairman of the Board of Management for the purpose of hearing the appeal. It shall consist of at least three persons none of whom shall have any direct commercial interest in the subject of the appeal.

#### 2. Board of Management

These Regulations shall be administered under the authority of the Board of Management.

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### 3. Rights and Powers

No person may use a Certification Trade Mark and or logo except under and by virtue of a Certificate.

### 4. Issue of Certificates

BASEC shall be satisfied with regard to every Applicant for a Certificate:

- 4.1. that it carries on a bona fide business as a manufacturer of Certifiable Goods and is of good repute and sound financial standing;
- 4.2. that it understands and will abide by the rules for certification published by BASEC and any other such rules as may be from time to time approved by the Board of Management;
- 4.3. that it has executed the Undertaking set out in the Application for a Certificate and paid the prescribed fee;
- 4.4. that the specified samples of the Certifiable Goods comply with the Appropriate Standards.
- 4.5. that it is likely that the production and process procedures and system of quality control of the Applicant will be such that all Certified Goods will conform to the Appropriate Standards.
- 4.6. that it complies in full with the requirements of BASEC Product Certification Requirements section 2.6, supported by an ISO 9001 registration from a certification body accredited by UKAS or a body formally recognised by UKAS. A copy of ISO 9001 can be obtained from [www.iso.org](http://www.iso.org);
- 4.7. that it recognises that a condition of the issue of a Certificate will be that all Certifiable Goods constructed to the same standard or specification as the Certified Goods shall bear the Certification Trade Mark(s) for which application for a Certificate has been made;
- 4.8. that it keeps a record of all complaints and remedial actions relative to the products to be covered by the Certificate and to the services provided to its clients.
- 4.9. that it keeps clear and accessible records of the amount of production of certifiable and certified goods at all times.
- 4.10. that it has not previously been refused, or had a certificate cancelled by BASEC under circumstances which could prejudice the reputation of BASEC.

### 5. Certificates

- 5.1. Any Applicant which satisfies BASEC in regard to all the conditions set out, or referred to in Regulation 4, shall be entitled to a Certificate, this Certificate shall nevertheless remain the property of BASEC.
- 5.2. A Certificate shall, subject to these Regulations, continue in force from the date of issue for such time as may be prescribed by BASEC or until the Certified Goods are no longer

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marketed by the Supplier or the Certificate is withdrawn or cancelled under the provisions of Regulation 14.

- 5.3. A designation of the Certifiable Goods, in respect of which a Supplier is authorised to use the Certification Trade Marks, shall be endorsed, together with references to the current specification for the testing and approval of the Certifiable Goods as laid down by the Appropriate Standard, on a Certificate and/or Appendices/Schedules which shall not be transferable.

### **6. Record of Certificate Holders**

BASEC shall keep records in which shall be entered the name, address and trade description of every Supplier; the date of issue, re-issue or cancellation of the Certificate; the special number allotted to the Supplier; the designation of the Certifiable Goods to which the Certificate relates, and the references to the current specifications for the testing and approval of the Certifiable Goods as laid down by the Appropriate Standard, and as endorsed upon the Certificate; and any other particulars which BASEC may from time to time deem necessary. The Records shall be kept at Presley House, Presley Way, Crownhill, Milton Keynes, MK8 0ES and can be viewed Monday to Friday from 9am to 5pm excluding public holidays. [See Note 2]

### **7. Change of Address**

If a Supplier changes the name or address or the place of manufacture of the Certified Goods it shall forthwith notify BASEC.

### **8. Certifiable Goods**

- 8.1. The Certification Trade Mark shall be applied only to Certifiable Goods after the issue of a Certificate unless there is a written authority from BASEC to mark the Certifiable Goods and to bond these until a Certificate is issued. The Chief Executive shall be the authority for the release of such Certifiable Goods from bond.
- 8.2. A Certification Trade Mark may be applied only to Certifiable Goods that conform to the same specification as that to which the sample tested by BASEC was produced and granted a Certificate by BASEC.
- 8.3. On each occasion on which the Appropriate Standard is amended or superseded by the publication of a new edition of the Appropriate Standard, BASEC shall allow the Supplier such time, as in the opinion of BASEC is reasonable in which to comply with such amended or new edition of the Appropriate Standard, and after such reasonable time the Certification Trade Mark may only be applied to the Certified Goods of a Supplier that have been produced to the same specification as that to which a sample tested and approved by BASEC as conforming to the new edition of the Appropriate Standard was produced.

### **9. Examination of Goods**

- 9.1. Every Supplier shall during normal business hours, with or without notice, permit entry to his premises by any person duly authorised by BASEC for the purpose of examining or testing any Certified Goods or Certifiable Goods and the methods of manufacture, and shall permit any such person to take samples of such goods or of any materials used in their manufacture for the purpose of testing, which may take place on the premises of the Supplier or elsewhere.

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- 9.2. BASEC may require any Supplier to send to BASEC out of each or any delivery, in the course of trade, of any Certified Goods upon, or in relation to, which he uses the Certification Trade Mark, a sample or samples of the Certified Goods for examining and testing, or to make available records of internal testing.
- 9.3. BASEC shall require any person who applies for a Certificate to send to BASEC a sample or samples of the Certifiable Goods, in relation to which he is desirous of being granted a Certificate, for testing.

### **10. Use of Certification Trade Mark**

- 10.1. A Supplier may use a Certification Trade Mark only in relation to Certifiable Goods conforming to the specification for the testing and approval of the Certified Goods as laid down by the Appropriate Standard and to which reference has been endorsed upon the Certificate, or (in the event of that Standard being amended or superseded) as BASEC may from time to time expressly authorise.
- 10.2. Subject to prior authority from BASEC, a Supplier may print, or otherwise reproduce, the Certification Trade Mark for which a Certificate is in force upon price lists, show cards or other trade literature, or in press advertisements or in any other mode sanctioned by BASEC, all being in relation only to the particular Certifiable Goods endorsed on his Certificate.
- 10.3. The Certification Trade Marks may only be used in correspondence, advertising and promotional material and must not be used except in connection with those goods or locations listed on the Certificate or appendix thereto. The Supplier must identify the goods to which the certification applies when using the logo in a context where the scope of the application is open to doubt.
- 10.4. It is a condition of use that Certification Trade Marks shall not be used in any advertisements or publicity matter, printed or otherwise reproduced, 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 in the Isle of Man without an indication that it is a certification mark.
- 10.5. In making use of a Certification Trade Mark as aforesaid, a Supplier shall not alter it in any respect whatsoever or make any addition thereto, provided that nothing in these Regulations shall interfere with the separate use by a Supplier of his own trade mark, or brands upon or in relation to his goods.
- 10.6. A Supplier shall at all times give all such information regarding his use of a Certification Trade mark, as BASEC may from time to time require, and shall permit a duly authorised representative of BASEC to make any reasonable investigations upon his premises, including inspection of the relevant records and goods, as may be reasonably required by BASEC for the purpose of satisfying BASEC that the Certification Trade Mark has been properly used.
- 10.7. The Supplier shall discontinue any use of the logo and/or designation which is unacceptable to BASEC and any form of statement relating to the certification which, in the opinion of BASEC, might be misleading. In cases of blatant misuse the Certificate may be summarily cancelled at the discretion of BASEC.

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### 11. Fees Payable to BASEC

- 11.1. All fees are due payable thirty days from date of invoice unless otherwise stated and are payable in advance at the discretion of BASEC.
- 11.2. BASEC shall be entitled to charge fees at a level to be determined from time to time by BASEC. A Supplier or an Applicant as the case may be shall pay:
- a) a fixed annual fee for each Certificate granted, which fee shall apply similarly to all Suppliers relating to Certified Goods of the same designated type, and which fee shall not in any circumstances be returnable;
  - b) additional fees for surveillance, inspection, testing, supervision, Certificate re-issue, administration and the verification of the standard or specification, as shall from time to time be determined by BASEC to be fair and appropriate to the Appropriate Standard.
- 11.3. In the event of additional test work being carried out, due to non-compliance with the Appropriate Standard or retesting at the supplier's instance, BASEC shall charge an additional fee appropriate to the amount of testing undertaken.
- 11.4. There shall be no discrimination in the level of fees charged and all Applicants and all Suppliers shall be charged at an identical rate for a particular service, but additional fees arising from travel, subsistence and administration will be charged.
- 11.5. Any Supplier which defaults in payment of its fees shall be given notice in writing by BASEC and unless payment in full shall have been made within fifteen days from the despatch of such notice BASEC may at its discretion take action to either suspend or cancel the Certificate in accordance with Regulations 13 and 14.
- 11.6. A list of current Fees is available on request from BASEC.

### 12. Duplicate Certificates

- 12.1. If a Certificate is lost or inadvertently destroyed the Supplier shall be entitled to a duplicate thereof on his furnishing BASEC with a Statutory Declaration satisfactory to BASEC evidencing the circumstances of such loss or destruction and on payment of such a fee as is set from time to time.
- 12.2. Copy Certificates may be given if the Supplier makes a written application detailing the use of these copy Certificates.
- 12.3. A charge will be made for these services.

### 13. Suspension of Certificates

- 13.1. If the Chief Executive at any time is satisfied:
- a) after evaluation and/or testing that a sample or samples does not conform to the Appropriate Standard; or,
  - b) that the Supplier's product is not manufactured so as to conform to the current Appropriate Standard; or,

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- c) that the Supplier has failed to submit a sample for examining or testing by BASEC within the period set out in BASEC's request for such a sample; or,
- d) that the Supplier is failing to comply with the particular rules and technical requirements of the relevant Scheme; or,
- e) that the Supplier no longer meets the requirements set out in Regulation 4 above; or,
- f) that the Supplier has defaulted in payment of fees as required under Regulation 11,

but that the matter is not urgent or there in his view has not been a history of such failings, he may give one month's written notice of his intention to suspend a Certificate unless appropriate action is taken by the Supplier to remedy the failing.

- 13.2. If after the elapse of a notice issued under regulation 13 the Chief Executive is not satisfied that appropriate action has been taken to remedy the failing he may give written notice suspending a Certificate.
- 13.3. Where the Chief Executive at any time considers that a Supplier's failing to comply with the particular rules and technical requirements of the Scheme is part of a history of such failings or where the failing is such that he considers that it is urgent that there is an immediate suspension the Chief Executive may suspend a Certificate immediately without notice.
- 13.4. Within one month of a suspension the Chief Executive shall review any suspension, he shall determine whether the suspension should be lifted or the Certificate cancelled, and shall give notice of his decision.

### 14. Cancellation or Non-Renewal of Certificates

14.1. BASEC may cancel and withdraw the Certificate of any Supplier:

- a) in any of the circumstances referred to in Regulation 13 (a) to (f) above; or,
- b) where the Supplier makes any unauthorised or improper use of the Certification Trade Mark or commits a breach of, or ceases to comply with, any of these Regulations;
- c) where the Supplier becomes bankrupt or makes any arrangement or composition with its creditors, or, being a Company, is dissolved or enters into liquidation whether compulsory or voluntary save for the purpose of amalgamation or reconstruction, or has a Receiver appointed of his business; or,
- d) where the Supplier informs BASEC that it no longer markets the goods in respect of which the Certificate was issued;
- e) where the Supplier fails to pay, in full, costs or fees due to BASEC in the performance or provision of its services.

14.2. A Supplier may surrender a Certificate at any time by notice in writing to BASEC, and shall forthwith cease to use, print or otherwise reproduce the Certification Trade Marks.



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- 14.3. On cancellation of a Certificate BASEC shall forthwith give to the Supplier notice in writing of such cancellation, and such cancellation shall be effective from the day following the despatch of such notice.
- 14.4. If BASEC shall cancel a Certificate, or upon the determination against the Supplier of an appeal with regard to such cancellation under Regulation 1.4.15, the Supplier shall return the Certificate and shall forthwith cease to use, print, or otherwise reproduce a Certification Trade Mark.
- 14.5. On the cancellation or surrender of a Certificate, Certified Goods of a Supplier which are then unsold shall, if BASEC so require, be so treated as to erase or remove a Certification Trade Mark.

### 15. Appeals

- 15.1. A supplier may appeal to the Appeals Panel against any cancellation or refusal of a Certificate or Licence. Such appeal shall be initiated by notice in writing addressed to the Chief Executive served within fourteen clear days after the date of service of the notice cancelling or refusing a Certificate.
- 15.2. A meeting of the Appeals Panel shall be held within forty-five clear days after service of the notice of appeal and the Supplier shall be given at least seven clear days' notice of the time and place of such meeting.
- 15.3. The decision of the Chief Executive under Regulation 13 shall stand pending the decision of the Appeals Panel.
- 15.4. At the meeting of the Appeals Panel both the Supplier and the Chief Executive shall be entitled to be heard in confidence.
- 15.5. The decision of the majority of the Appeal Panel as declared by its Chairman shall be final and shall be conveyed to the supplier within five days of the hearing.
- 15.6. An Applicant or a Supplier respectively may also appeal by notice in writing addressed to the Chief Executive against any test results relating to Certifiable Goods or Certified Goods within fourteen clear days after the posting of the Test Report or the despatch of a facsimile thereof to the Applicant or the Supplier relating to the Certifiable Goods or Certified Goods as the case may be.
- 15.7. An appeal against any test results pursuant to Regulation 15.6 shall be determined by the Chief Executive, or, if he shall consider that there are exceptional circumstances warranting such a determination, by the Chief Executive and the Chairman of the Certification Committee jointly, within fourteen days of the receipt of the notice of appeal.
- 15.8. There shall be no further appeal against a determination made pursuant to Regulation 15.7.

### 16. Alteration of regulations, rules and certification requirements

These Regulations, BASEC's rules and regulations for certification, and any associated rules agreed by the Board of Management may, from time to time, be altered but no such alterations shall affect the right of any Supplier to use the Certification Trade Mark unless, or until, three months' notice in writing of such alteration shall have been given to him by BASEC [See Note 3].

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### 17. Delegation of Powers

The Board of Management may from time to time authorise amendments, deletions and additions to the list of Certifiable Goods and Appropriate Standards and may delegate its powers or any of them to Committees, Sub-Committees or to the Chief Executive, and appoint and remove officers or representatives as it may deem necessary for any purpose under these Regulations.

### 18. Notices

18.1. Any notice under these Regulations shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post, in the case of BASEC or the Supplier, at or to its address for the time being (registered office where applicable).

18.2. 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. In proving such notice it shall be sufficient to prove that notice was properly addressed and posted in accordance with this Regulation.

### 19. Governing Law

These Regulations shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

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#### Notes:

1. Previously known as BA 2250.
2. BASEC was previously located at 23 Presley Way. BASEC's register of certifications can be accessed at any time at [www.basec.org.uk](http://www.basec.org.uk).
3. Licence holders will be provided with notice of any changes to rules and regulations.
4. The Certification Trade Mark Regulations listed here are those applicable for the United Kingdom. **Where the Trade Marks are registered elsewhere, such as the Republic of Ireland, different Regulations will apply.** These can be found on the BASEC website.