

## PRODUCT CERTIFICATION SCHEME REGULATIONS

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### 1.4 PRODUCT CERTIFICATION SCHEME REGULATIONS

These Regulations set out BASEC's approach to the certification of products and for licensing the use of Registered Certification Trade Marks. Separate Regulations set out BASEC's requirements for management systems certification. In order to be eligible for product certification, the issue of Product Certificates, and the award of a Product Marking Licence (which permits the use of the Registered Certification Trade Marks on products) it is required that the organisation achieves and maintains certification by BASEC to PCR Section 2.6 for the applicable locations and activities. Note: PCR Section 2.6 incorporates all the individual requirements of BS EN ISO 9001.

#### 1.4.1 Definitions

"British Approvals Service for Cables" (or BASEC) means company number 1150237 incorporated in England and Wales, and having its headquarters at Presley House, Presley Way, Crownhill, Milton Keynes, MK8 0ES, United Kingdom.

"Applicant for Product Certification" means a Certified Client or an organisation which has applied for but has not yet been granted a Certificate or Product Certificate.

"Certified Client" means an organisation whose management system has been certified by BASEC.

"Licensee" means an organisation that is a Certified Client (holding BASEC certification to PCR Section 2.6, who has gained one or more Product Certificates, and who has been awarded a Product Marking Licence enabling the use of one or more Registered Certification Trade Marks.

"Board" means the Board of Management of British Approvals Service for Cables appointed in accordance with the Articles of Association thereof.

"Certification Committee" is a Committee appointed by the Board of Management for the purposes of monitoring the impartiality of the services offered by BASEC.

"Certificate" means a document issued by BASEC recording the certification of the Certified Client to one or more management system schemes, as set out in the BASEC Management System Certification Scheme Regulations.

"Product Certificate" means a document issued by BASEC recording the certification of a particular range / scope of products, in accordance with these Regulations and in recognition of the Certified Client's satisfaction of the requirements of the relevant Scheme. Product Certificates are normally issued as schedules to a Product Marking Licence.

"Product Marking Licence" means a document issued by BASEC recording the use of Product Certificates issued for specified products made by the Licensee and authorising the use of specified Registered Certification Trade Marks (as detailed on each Product Certificate), in accordance with these Regulations and in recognition of the Licensee's satisfaction of the requirements of the relevant Scheme(s).

"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.

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“UKAS” means the United Kingdom Accreditation Service.

“BASEC Rules for the Use of Marks” means the document published by BASEC which sets out conditions for the use of logos, trademarks and related material by Certified Clients and Licensees.

“Appeals Panel” means a panel selected by the Chairman of the Board for the purpose of hearing appeals.

### 1.4.2 Scope and General

- 1.4.2.1 BASEC operates a number of separate Schemes of Product Certification. The schemes are designated Scheme A, Scheme B, Scheme C, CAD, etc. and are each listed in the Index and requirements are set out in this section and in later sections of the BASEC Product Certification Requirements document.
- 1.4.2.2 These Regulations and the various Schemes define the responsibilities and obligations of BASEC as the certification / licensing authority and of the Applicant for Product Certification / Licensee.
- 1.4.2.3 Where an appropriate Scheme does not exist, or the specific product specification is not listed within that scheme, BASEC will undertake certification procedures and issue certificates (including CADs), provided that the Standard(s) and / or Specification(s) are considered suitable by BASEC’s Certification Committee.
- 1.4.2.4 Applications for management systems certification to PCR Section 2.6 and also for product certification may be processed concurrently or sequentially at BASEC’s discretion. It is not possible to issue Product Certificate(s) or a Product Marking Licence until such management systems certification is held for the respective production facility.
- 1.4.2.5 Applicants for Product Certification gaining a Product Certificate for at least one product type within any Scheme may be granted a Product Marking Licence entitling them to use specific Registered Certification Trade Marks in connection with the respective product(s). Use of Registered Certification Trade Marks is subject to the BASEC Certification Trade Mark Regulations in addition to these Regulations and Rules. The BASEC Certification Trade Mark Regulations are set out in another document.
- 1.4.2.6 The requirements of the various Schemes are applicable to both Applicants for Product Certification applying for product certification and to Licensees who already hold one or more Product Certificates and a Product Marking Licence.
- 1.4.2.7 Unless otherwise stated these Regulations apply equally to each of the following Schemes:
- a) Product Certification to Scheme A, B, C, D, E, F, G, etc.
  - b) Certificates of Assessed Design (CAD)
  - c) Capability Approval
  - d) Other Product Certification Schemes as offered by BASEC from time to time.

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### 1.4.3 Eligibility for Product Certification and Licensing

- 1.4.3.1 Product certification by BASEC to the BASEC Product Certification Schemes, and the issuing of a Product Marking Licence for the use of Registered Certification Trade Marks as set out above is available only to organisations operating within any of the following areas of scope:
- the manufacture and sale of rod, wire, cable and cable accessories; and,
  - the manufacture and sale of components, materials or equipment associated with the manufacture and sale of rod, wire, cable and cable accessories.
- 1.4.3.2 The following requirements must be met by all Applicants for Product Certification and must be maintained by all Licensees:
- a) The Applicant for Product Certification / Licensee must own, control via a lease, or have alternative arrangements approved by BASEC, installed and operational machinery which is suitable and capable for the manufacture of the type(s) and range(s) of product for which the application is being made.
  - b) The Applicant for Product Certification / Licensee must own, control via a lease, or have alternative arrangements approved by BASEC, installed, operational and suitably calibrated facilities to carry out all the tests and measurements prescribed in the relevant product / testing Standard(s) and / or Specification(s) and as identified in the relevant Scheme requirements for the particular product.
  - c) The Applicant for Product Certification / Licensee must manufacture all products as required by the individual product Standard(s) and / or Specification(s) for which the Product Certificate(s) and Licence are held, or to be held, or have alternative arrangements approved by BASEC.
  - d) The Applicant for Product Certification / Licensee must perform to a level acceptable to BASEC all tests and inspections that are specified and described in the relevant product Standard(s) and / or Specification(s), or have alternative arrangements approved by BASEC.
  - e) The Applicant for Product Certification / Licensee must establish, maintain and operate a management system which meets the requirements of PCR Section 2.6, **any other requirements of the product certification scheme for which they are being assessed**, which will be audited by BASEC at least twice per year. Loss or suspension of PCR 2.6 certification will result in the immediate suspension of any Product Certificate(s) and Licence.
- 1.4.3.3 BASEC will conduct an assessment of each application for the purposes of determining eligibility (as defined above). If BASEC determines that the activities of the Applicant for Product Certification are not within the scope and requirements defined above then BASEC may decline to process the application further.
- 1.4.3.4 Following acceptance of eligibility as within scope and that the above requirements are met, BASEC will issue the Applicant for Product Certification a formal quotation for the processes of establishing and maintaining certification, and for the issuing of the appropriate Product Marking Licence. The costs of pre-quotation assessment activities may be incorporated into the quotation. The Applicant for Product Certification accepts the terms of the quotation by

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signing a certification agreement. The terms of the quotation and agreement may be altered subsequently as more information is obtained about the Applicant for Product Certification.

- 1.4.3.5 Following acceptance of the quotation BASEC will provide guidance (as appropriate) and undertake initial assessment activities. As part of this process BASEC will conduct a risk-based assessment of each application against a number of criteria for the purposes of determining acceptability of the application, including the ownership and organisational structure of the organisation, its establishment and facilities, professed capabilities including personnel and equipment, trading history, financial standing, and reputation. A fee may be charged for conducting this assessment. The outcome of this assessment will be communicated to the Applicant for Product Certification.
- 1.4.3.6 If BASEC determines that the application exhibits features such that the risk to the reputation of BASEC is substantial and that the application should not be accepted, then BASEC may require additional assessment activities, may decline to process the application further, or impose special conditions on the Applicant for Product Certification.
- 1.4.3.7 An application may also be declined if the Applicant for Product Certification has had a previous certificate (of any nature) or Licence withdrawn by BASEC under circumstances which would prejudice the reputation of BASEC.
- 1.4.3.8 Applicants for Product Certification whose applications are declined by BASEC under any of the above circumstances may make an appeal to the BASEC Appeals Panel.
- 1.4.3.9 Following acceptance of the application, BASEC will issue to the Applicant for Product Certification a formal quotation for the processes of establishing and maintaining certification, and for the issuing of the appropriate Product Marking Licence. The costs of pre-quotation assessment activities will be incorporated into the quotation. The Applicant for Product Certification accepts the terms of the quotation by signing a certification agreement. The terms of the agreement may be altered subsequently as more information is obtained about the Applicant for Product Certification.

### 1.4.4 Certification Process

- 1.4.4.1 The BASEC Board is the sole authority by which product certification may be granted and a Product Certificate and Product Marking Licence issued, but this authority is delegated to the Chief Executive and BASEC staff for day to day operations.
- 1.4.4.2 Applicants for Product Certification shall submit to BASEC:
  - a) completed Application Form(s) signed in the defined place to signify that the Applicant for Product Certification will abide by these Regulations, the BASEC Certification Trade Mark Regulations, and with the rules, regulations and requirements of the particular Scheme(s);
  - b) a copy of the requisite documentation in English and supporting information as defined on the Application Form(s) or in written requirements from BASEC.
- 1.4.4.3 BASEC will conduct a risk-based assessment of each application against a number of criteria for the purposes of determining the level of effort to be applied to the Applicant for Product Certification for initial audit / type testing and also for surveillance activity to be applied once certification is issued. The criteria will include the criteria previously applied in assessing acceptability, regulations and guidance issued by accreditation authorities including IAF and

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UKAS, and taking account of any pre-existing certifications, the ease of conducting audits and other criteria. The outcome of this assessment will be communicated to the Applicant for Product Certification. The terms of BASEC's quotation may be amended at this point as a result of this assessment.

1.4.4.4 The following additional procedures and requirements shall be applied:

- a) Fees for all services are to be paid under the terms specified on BASEC's quotation and / or invoice(s). A list of test fees is available from BASEC.
- b) If there is a planned BASEC visit to collect samples, but the samples requested are not made available, the Applicant for Product Certification / Licensee will be charged for the aborted visit. In addition, BASEC may choose to purchase product from the market for testing, the full cost of which is recoverable from the Licensee.
- c) The Applicant for Product Certification shall provide the specified number, type, range and length of samples for type test as set out in BASEC's quotation to allow BASEC to verify that the product complies with the Standard(s) and / or Specification(s) identified in the quotation and that the applicant is capable of manufacturing the product.
- d) An Applicant for Product Certification may request product certification for the whole range of conductor sizes and constructions relating to one cable type, but where an applicant requests only a limited range of sizes and / or constructions then the quotation will specify the range of approval.
- e) BASEC will issue job numbers for the type test samples when the Applicant for Product Certification advises BASEC of the readiness of samples. Type test samples must be clearly labelled with the relevant BASEC job number.
- f) Each sample shall be fully inspected and tested by BASEC or a BASEC nominated laboratory under the direction and supervision of BASEC to all the requirements of the product Standard(s) and / or Specification(s). Alternatively, witnessed type testing at the client's site is possible if requested, subject to adequate facilities and at BASEC's discretion.

**Note 1:** Scope of product certification. Where an individual cable Standard or Specification classifies one or more cable construction variants in the form of "tables" of permitted values of construction parameters, the term "cable type" used here denotes all permitted constructions of cables or cords covered by an identified single table within the Standard or Specification. Where a Standard or Specification does not use tables, and uses another means of classification of cable construction variants or does not classify cable construction variants, then the term "cable type" used here denotes all permitted constructions of cables or cords covered by the entire Standard or Specification, unless specifically restricted by BASEC.

**Note 2:** Conductor size range. The range of approved products to be included within the scope of certification may be two standard sizes lower than the minimum size of type test sample submitted, and two standard sizes above the maximum size of type test sample submitted, provided there would be no differences in construction.

**Note 3:** Origin marking. BASEC requires an unambiguous mark of origin (marking, tape or thread as appropriate) on all products, as defined in the relevant product standards and specifications. For traceability purposes this mark of origin shall not be used by any other

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manufacturer. Where it is commercially requested by a third party (e.g., customer, wholesaler, distributor or other intermediary) for their brand name or similar to be used as the only mark of origin (without the manufacturer's own mark of origin being present), BASEC will require a written legal undertaking from the third party granting the manufacturer exclusive and time unlimited use of the third party's proposed mark of origin, together with appropriate legal permissions if the mark of origin is protected as a registered trade mark, and an undertaking that the mark of origin will not be used by the third party with any other manufacturer. The third party's mark of origin will be recorded on the relevant Product Certificate.

### 1.4.5 Issue of Product Certificates and Product Marking Licence

1.4.5.1 On satisfactory completion of all of the following requirements, certification will be granted, BASEC will issue a Product Marking Licence and Product Certificate(s) will be issued for each relevant product type (in the form of schedules to the Product Marking Licence). This will entitle the Licensee to use the appropriate Registered Certification Trade Mark(s) for the type of cable identified on the Product Certificate at the place or places of manufacture of the products referred to on the Product Certificate(s).

- a) All initial assessment activities and the clearance of non-conformities by the Applicant for Product Certification. The initial audit for Product or Management Systems Certification is carried out in two parts (Stage 1 and 2), usually back to back. If during the stage 1 audit the auditor identifies potential Major non-conformities, then the Stage 2 audit may be postponed and any resulting costs may be invoiced or quoted separately. However we must point out that if during the Stage 1 audit concerns of potential Major NCs are raised, then the Stage 2 audit may not result in a successful outcome. In the event potential Major NCs are raised at Stage 1, the auditor shall:
- evaluate the related risks; and
  - discuss with your representatives the positive and negative aspects.

We would, in general recommend that we still continue with the stage 2 audit to ensure that there are no other major breakdowns. However this may result in repeating the Stage 2 or even the Stage 1 audit.

For your reference the stage 1 audit is to ensure that:

- your documented management system complies with the basic requirements of the appropriate standard(s),
- the above requirements are implemented,
- you have the required production capability for the scope requested, and
- your organisation is meeting any applicable statutory requirements.

The Stage 2 audit may be repeated if corrective actions to Non-conformities are not resolved within 6 months from the issue of the audit report.

- The specified requirements set out in these Regulations;
- All type testing required by BASEC has been successfully completed; and,
- Payment of any outstanding fees.

1.4.5.2 Product Certificates and the Product Marking Licence are valid from the date of issue or reissue until formal withdrawal or revision of certification by BASEC, and subject to satisfactory ongoing surveillance and the payment of the applicable fees. Product



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Certificates and the Product Marking Licence shall remain the property of BASEC.

- 1.4.5.3 BASEC shall keep at its offices a record in which shall be entered the name, address, trade and description of every Certified Client and Licensee, the date of issue, re-issue, suspension or withdrawal of all Product Certificates and Product Marking Licences, the unique certification and Licence numbers allocated to the Licensee, the scope of certification and any other particulars which BASEC may from time to time deem necessary. Summary information from this record will be made publicly available on the BASEC website.
- 1.4.5.4 A Licensee's right to any Product Certificate and / or Product Marking Licence is not transferable without BASEC's prior permission in writing.
- 1.4.5.5 If a Product Certificate or Product Marking Licence is lost or inadvertently destroyed the Licensee shall be entitled to a duplicate thereof on 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.
- 1.4.5.6 Copies of Product Certificates and / or Product Marking Licences may be provided if the Licensee makes a written application detailing the proposed use of these copies. A charge will be made for these services.

### 1.4.6 Maintenance of Product Certification and Product Marking Licences

- 1.4.6.1 To ensure that certified products continue to meet the requirements of the relevant Standards and Specifications, surveillance testing or witness testing shall be carried out according to the following procedures.
- 1.4.6.2 Continued use of the Product Marking Licence is subject to satisfactory compliance with the requirements of the BASEC Product Certification Regulations, BASEC Certification Trade Mark Regulations and the requirements of the relevant Scheme(s).
- 1.4.6.3 In addition:
  - a) The Licensee shall continue to own, control via a lease, or have alternative arrangements approved by BASEC, installed and operational machinery which is suitable and capable for the manufacture of the type(s) and range(s) of product for which Product Certificate(s) are held.
  - b) The Licensee shall continue to own and control, control via a lease, or have alternative arrangements approved by BASEC, installed, operational and suitably calibrated facilities to carry out all the tests and measurements prescribed in the relevant product / testing Standard(s) and / or Specification(s) and as identified in the relevant Scheme requirements for the particular product(s) for which Product Certificate(s) are held.
  - c) The Licensee shall manufacture all products as required by the individual product Standard(s) and / or Specification(s) for which the Product Certificate(s) and Licence are held, unless a Cross-Licence agreement or subcontracting agreement is approved by BASEC, or have alternative arrangements approved by BASEC.
  - d) The Licensee shall mark all product made that is within the technical scope (standard or specification, type, size range, etc.) of each Product Certificate held

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with the origin and certification markings as specified on the relevant Product Certificate(s). The Licensee is not permitted to supply product that is within the technical scope of a Product Certificate without these markings, except as expressly set out in writing by BASEC. Clients' customer requests shall not override this requirement.

**Products already certified to an equal or similar technical scope (e.g. a national standard and an EN standard) by other CBs need to be declared during the initial enquiry or whenever they are certified.**

- e) The Licensee shall continue to perform to a level acceptable to BASEC all tests and inspections that are specified and described in the relevant product Standard(s) and /or Specification(s) for the products for which Product Certificates are held, or have alternative arrangements approved by BASEC.
- f) The Licensee's management system shall meet the requirements of PCR Section 2.6, which will be audited by BASEC at least twice per year. Loss or suspension of any such management system certification will result in the immediate suspension of any Product Certificate(s) and Product Marking Licence.
- g) The Licensee shall immediately inform BASEC of any changes that may affect the condition under which the Licence has been granted to enable BASEC to take any required action. This includes any relevant changes of supplier, materials, production or testing equipment, calibration status, manufacturing locations, and personnel.
- h) If the Licensee wishes to deviate from any BASEC requirements such as:
  - Test equipment requirements;
  - Procedural requirements and other similar deviations from normal practice;
  - Requirements of standards;
  - Requirements of BASEC PCR Section 2.6;

then the Licensee must apply to BASEC for a concession using form BSF238.

As an example, if a licensee does not possess their own test equipment for the assessment of halogens, as may be required under the BASEC PCR, the licensee requests a concession to have this testing undertaken at a third party laboratory for a period, until they obtain the test equipment, then this form should be used. Details of the subcontracting laboratory, copies of agreements and sample reports etc. should be added as supporting information.

Application for a concession does not necessarily mean that BASEC will agree to it. Requests may be declined, or special terms applied, at BASEC's discretion.

In normal circumstances any concession would be valid for 12 months or until recertification is required, and reviewed / renewed / rescinded at that time, only if this is requested by the Licensee.

### 1.4.7 Visits / Number of Samples

- 1.4.7.1 BASEC will determine the number of routine visits by a BASEC representative in each certification year (1st April to 31st March) to each place of manufacture. During the visits, the following shall be reviewed and checked:



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- a) The appropriate management system is still operating satisfactorily and demonstrates that products meet the standards / specified requirements.
- b) That there are satisfactory management system processes for testing samples of unfinished and finished product for continuous process controls, or on any other technique suitable for the purpose and acceptable to BASEC.
- c) That the Licensee has and uses, or has access to and uses, the facilities to carry out all the tests and measurements prescribed in the scheme description for the product and such test and measurement equipment is maintained, functional, calibrated and suitable for the tests and measurements.
- d) The results of any such tests shall be made available to the BASEC representative on request.

1.4.7.2 The number(s) of samples to be submitted by the Licensee will be determined by reference to the Rules of the particular Scheme(s) and confirmed by BASEC. Variation of the number(s) by BASEC may be made, with reference to performance and risk rating.

1.4.7.3 BASEC may at its absolute discretion at any time make unannounced visits to any location of a Licensee for the purposes of taking samples for testing, for inspection of facilities and for checking that the provisions of these Regulations are being adhered to.

1.4.7.4 BASEC may at its absolute discretion at any time obtain samples of product produced by the Licensee from the market (including from customers of the Licensee) for testing, in addition to the samples obtained during routine surveillance visits. If test failures are noted at actionable level, the Licensee shall be responsible for BASEC's costs.

1.4.7.5 BASEC will on a regular basis conduct a risk-based assessment of the performance of each Licensee against a number of criteria for the purposes of determining whether the level of surveillance activity is adequate. The outcome of this assessment will be communicated to the Licensee.

### **1.4.8 Product Test Failures**

1.4.8.1 Where a test failure has been identified on a routine surveillance sample selected by BASEC at a previous visit, the BASEC representative shall verify that any corrective/ preventive actions have been satisfactorily implemented.

1.4.8.2 If the implementation of the corrective / preventive actions is not acceptable, BASEC may increase the number of routine samples selected, may require additional internal testing by the Licensee, or BASEC may conduct additional testing of the Licensee's product(s), the cost of which will be borne by the Licensee.

### **1.4.9 Registered Certification Trade Marks, Logos and Designations**

1.4.9.1 Product certification Schemes resulting in the issue of a Product Marking Licence permit the use of specified BASEC Registered Certification Trade Marks, as listed on each Product Certificate.

1.4.9.2 A Licensee is entitled to use the relevant marks appropriate to the Scheme for which they have a Product Certificate, subject to the conditions specified in these Regulations, the

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BASEC Certification Trade Mark Regulations and the BASEC Rules for the Use of Marks.



“BASEC Roundel”,

and / or the “**BASEC**” name.

For UKAS accredited product certification schemes, the BASEC Roundel may be used in combination with the relevant UKAS symbol and accreditation and Licence numbers. BASEC will provide the Licensee with appropriate graphics on request.

**Note 1:** HAR Scheme. Suitably qualified Licensees may be granted permission by BASEC to use the HAR Scheme Registered Certification Trade Mark in addition to the BASEC marks, for those cable types which it is permitted to approve under the HAR scheme, in a form that will be specified by BASEC and set out on the Product Certificate.

HAR scheme mark: **BASEC <HAR>**

**Note 2:** The marking of “BASEC” on a cable or other product should wherever possible appear directly adjacent to the manufacturer’s origin mark, or as close as is reasonably practicable, taking account of other markings present.

- 1.4.9.3 The relevant mark may be used by the Licensee only in accordance with BASEC regulations and associated rules and must always be used in conjunction with the Licensee’s name and address as stated on the Product Certificate, and have the Product Marking Licence number adjacent to it. For UKAS accredited schemes there are additional rules set by UKAS and by the UK Government for the use of the UKAS accreditation symbols (URN BIS/16/25).
- 1.4.9.4 The mark(s) may only be used on product, on packaging, in correspondence, in product technical information, advertising and promotional literature and must not be used except in connection with those goods and/or sites listed on the Product Certificate. The Licensee must identify the goods to which the certification applies when using a mark in a context where the scope of the application is open to doubt.
- 1.4.9.5 The mark(s) may not under any circumstances be used directly on or closely associated with any products in such a way as to imply that the product is certified by BASEC unless the Licensee holds a Product Certificate authorising the use of the relevant Registered Certification Trade Mark(s) in relation to such products. In particular, the Licensee may not use any mark in association with any product, where any Certificate(s) held relate(s) only to management systems and a Product Certificate is not held for that product.
- 1.4.9.6 The Licensee shall discontinue any use of the mark(s) 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 Product Certificate(s) and

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/ or the Product Marking Licence may be summarily withdrawn at the discretion of BASEC.

- 1.4.9.7 The Licensee shall, upon the suspension or withdrawal by BASEC of any Product Certificate or the Product Marking Licence, forthwith discontinue the use of the BASEC mark(s) and all advertising matter which contains them or any reference to them, including websites. In addition, any other documents in the possession of the Licensee which bear any reference to the certification of the Licensee by BASEC shall, if BASEC requires, be so treated as to erase the reference. Any product that bears any BASEC mark shall be quarantined pending review by BASEC.

### **1.4.10 Obligations of Applicants for Product Certification and Licensees**

- 1.4.10.1 The Applicant for Product Certification or Licensee shall at all times comply with these Regulations and related documents and notifications issued by BASEC from time to time and shall pay all charges relevant to the Scheme(s).
- 1.4.10.2 If a Licensee wishes to withdraw from certification or does not intend to renew its certification after the expiry of any Certificate it must notify BASEC in writing giving 90 clear days notice.
- 1.4.10.3 The Applicant for Product Certification or Licensee shall promptly notify BASEC of any changes in name, address, documentation, organisational ownership or structure, or any other circumstance which may affect the validity of a Product Certificate or Product Marking Licence.
- 1.4.10.4 The Applicant for Product Certification or Licensee shall promptly notify BASEC of any changes to or changes of status of any production equipment, material, test equipment, personnel, technical or other issue which might affect in any way the compliance of any product for which a Product Certificate has been issued with the relevant Standard(s) or Specification(s).
- 1.4.10.5 The Applicant for Product Certification or Licensee shall promptly notify BASEC of any breach, potential, alleged or otherwise, of statutory or legislative regulations, as soon as recognised or notified, as appropriate.
- 1.4.10.6 The Applicant for Product Certification or Licensee shall give representatives of BASEC and UKAS access at any time during normal working hours to the premises or sites on which work relevant to a Product Certificate or Product Marking Licence is performed for the purpose of surveillance, taking of samples or establishing that the procedures on product recall, suspension or withdrawal of a Product Certificate or Product Marking Licence have been carried out.
- 1.4.10.7 The Applicant for Product Certification or Licensee shall nominate for the approval of BASEC a management representative and one or more deputies authorised to act in the main nominee's absence (and any replacement nominees as may from time to time be necessary) who shall be responsible for all matters in connection with the requirements of the relevant Scheme(s) and the fulfilment of obligations under these Regulations and the Product Marking Licence.
- 1.4.10.8 If the relevant premises or sites are in a country for which a visa is required for BASEC personnel, the Applicant for Product Certification or Licensee shall facilitate and expedite the obtaining of a visa for the period which BASEC has allocated for audit and / or routine surveillance.

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- 1.4.10.9 The Licensee shall maintain for inspection by BASEC, or submit to BASEC on request, records of all batches of licensed product manufactured within the scope of any Product Certificate or Product Marking Licence, these records to include batch number(s), date(s) of production, quantities, test results, specifications, type(s) and size range(s), and customer details.
- 1.4.10.10 The Licensee shall maintain for inspection by BASEC, or submit to BASEC on request, a record of all complaints received, and all related corrective and preventive actions, arising from the manufacture or supply of any product within the scope of any Product Certificate or Product Marking Licence.
- 1.4.10.11 The Licensee shall promptly quarantine and / or recall from customers, or from the market generally, any relevant batch(es) of product within the scope of a Product Certificate, on notification to the Licensee by BASEC of an actionable test failure or other relevant finding of serious non-conformity, as decided by BASEC. Furthermore, the Licensee shall promptly communicate with all necessary points in the supply and use chain about the recall of product and shall be responsible for co-ordinating all such activities with customers and the market in general. The Licensee shall facilitate the prompt and effective recovery, and rework or disposal of any such product, especially those carrying any BASEC Registered Certification Trade Mark, and shall promptly follow any reasonable instruction issued by BASEC in this regard. These obligations shall continue beyond the suspension or withdrawal by BASEC of any Product Certificate or Product Marking Licence or the termination of certification by the Licensee, and shall apply equally to the Licensee and any representative (such as legal, financial, or ownership) taking on the rights and duties of the Licensee. The Licensee shall pay BASEC's reasonable costs in regard to any such recall of product.
- 1.4.10.12 The Licensee shall include in their conditions of sale suitable provision to ensure that customers must comply with any reasonable request for the quarantine or recall of any product that is subject to a recall notice issued by the Licensee or by BASEC as set out above, and to cascade relevant communications in this regard to further customers.

### 1.4.11 Obligations of BASEC

- 1.4.11.1 For product certification Schemes BASEC shall, at its own discretion, send a representative to the Applicant for Product Certification or Licensee not less than twice in any year (depending on the Scheme), for the purpose of verifying that the obligations of the Applicant for Product Certification or Licensee in respect of these Schemes are being met. For HAR Scheme Licensees this will be not less than four times in any year.
- 1.4.11.2 BASEC shall notify the Applicant for product Certification or Licensee of any changes in the applicable documents relating to the appropriate Scheme(s) and give it such time as, in the opinion of BASEC, is reasonable in which to adjust its procedures to meet the revised requirements.
- 1.4.11.3 BASEC shall on a regular basis review and revise as necessary the risk-based assessment conducted for each Applicant for Product Certification, and following each surveillance visit / test of surveillance samples for each Licensee. The outcome of this review will be communicated to the Applicant for / Certified Client. The terms of BASEC's contract with the Applicant for Product Certification or Licensee may be amended by BASEC from time to time as a result of this review (see below).
- 1.4.11.4 BASEC shall not disclose any confidential information relating to the Applicant for

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Product Certification or Licensee unless (a) as requested by accreditation bodies such as UKAS, or (b) as required to do so by regulatory bodies or by law, or (c) in order to promote public safety.

- 1.4.11.5 BASEC reserves the right to publish any Licensee-related information about non-conforming product, the causes of non-conformity, the progress and findings of investigations and other matters as determined necessary by BASEC to promote public safety or to maintain the reputation of BASEC and / or its Schemes.
- 1.4.11.6 BASEC shall notify the Applicant for Product Certification or Licensee as necessary of any complaints relating to its certification.

### 1.4.12 Risk Assessment, Level of Initial Audit and Level of Surveillance

- 1.4.12.1 The risk assessments conducted as part of the application process (for an Applicant for Product Certification) or following normal surveillance activities (for Licensees) will result in a risk rating of the Applicant for Product Certification or Licensee. The risk rating will be classified as (a) Low, (b) Normal, (c) Raised, or (d) High. This risk rating and information about the areas contributing to higher risk will be communicated to the Applicant for Product Certification or Licensee, and will remain confidential between the parties. Applicants for Product Certification and Licensees may appeal against a risk rating to the BASEC Appeals Panel.
- 1.4.12.2 The level of initial audit that is applied to an Applicant for Product Certification by BASEC before issue of Product Certificate(s) and a Product Marking Licence may be varied by BASEC in accordance with the risk rating.
- 1.4.12.3 Following initial audit visit(s), any necessary testing, and verified clearance of any relevant non-conformities, BASEC will review the risk assessment. Applicants for Product Certification with a revised risk rating at Raised level shall be subjected to one additional visit of duration to be decided by BASEC (but not less than one day) before a Product Certificate and Product Marking Licence is issued. The objective of this additional visit is to address the risk areas resulting in the Raised rating. Following this one additional visit BASEC will review the risk assessment again. If the risk rating has become Low or Normal the Product Certificate(s) and Product Marking Licence will be issued as normal and the new Licensee will commence at a normal level of surveillance. If the risk rating remains at Raised, the Product Certificate(s) and Product Marking Licence will be issued as normal but with an increased level of surveillance, to be decided by BASEC. If the risk rating has become High, the Product Certificate(s) and Product Marking Licence will not be issued, and the Applicant for Product Certification shall be subjected to additional audit activities, as below.
- 1.4.12.4 Applicants for Product Certification with a risk rating at High level shall be subjected to additional audit visits on a monthly basis, of duration to be decided by BASEC (but not less than one day). The objective of these additional visits is to address the risk areas resulting in the High rating. Following each monthly visit BASEC will review the risk assessment again. If the risk rating remains at High the monthly visits will continue as above. If the risk rating has become Raised, Normal or Low, then the Applicant for Product Certification will be subjected to one additional monthly visit before the Product Certificate(s) and Licence are issued, as set out above (Raised ratings will be subject to an increased level of surveillance). No new or revised Product Certificate or new Product Marking Licence will be issued while a risk rating remains at High level (this also applies at recertification.)

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- 1.4.12.5 Once Product Certificate(s) and a Product Marking Licence have been issued the Licensee will be subjected to a level of surveillance (frequency and duration of visits, quantity and type of testing) determined in part by their risk rating. Under usual circumstances it is expected that all Licensees should maintain a risk rating of Low or Normal. Following each surveillance visit / batch of routine surveillance tests the Licensee's risk rating will be reviewed by BASEC. Licensees maintaining a risk rating at Low for 12 months or longer will be eligible for a reduced level of surveillance as decided by BASEC (see also Reduced Sampling). [Note: separate arrangements for reduced sampling apply under the HAR scheme.] Licensees whose risk rating is assessed as Normal (twice in succession), Raised (once) or High (once) will cease to be eligible for a reduced level of surveillance.
- 1.4.12.6 Licensees whose risk rating is assessed as Raised will be subjected to an additional surveillance visit of duration to be decided by BASEC (but not less than one day), with the objective of addressing the risk areas resulting in the Raised rating. This visit will occur within one month of the risk rating being communicated to the Licensee. Following the visit the Licensee's risk rating will be reviewed again by BASEC.
- 1.4.12.7 Licensees whose risk rating is assessed as High will be subjected to an additional surveillance visit of duration to be decided by BASEC (but not less than one day), with the objective of addressing the risk areas resulting in the High rating, and in addition to this will be subjected to an additional surveillance sample pickup and test regime at the same time. This visit will occur within one month of the risk rating being communicated to the Licensee. Following the visit the Licensee's risk rating will be reviewed again by BASEC. Licensees whose risk rating is assessed as High twice in succession will be considered for suspension of one or more Product Certificates, or considered for suspension of their Product Marking Licence.

### 1.4.13 Fees Payable to BASEC

- 1.4.13.1 All fees and charges are due payable thirty days from date of invoice unless otherwise stated and are payable in advance at the discretion of BASEC.
- a) An application fee.
  - b) A fixed annual fee for each Product Marking Licence issued.
  - c) Fees for certification audit, surveillance, re-issue or endorsement of the Product Certificate(s) and Product Marking Licence, and for administration such as shall from time to time be determined by BASEC to be fair and appropriate.
  - d) Fees for type testing, surveillance testing, witnessed testing and related costs, as shall from time to time be determined by BASEC.
  - e) Appropriate fees may be charged to cover travel, subsistence and administration.
  - f) A final audit fee upon termination of the certification if such audit is required by BASEC.
  - g) Any additional costs incurred by BASEC due to the Applicant for Product Certification or Licensee's non-compliance with these Regulations, or the particular rules, regulations and requirements of a particular Scheme, e.g.



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special visits, additional testing, costs of investigating complaints.

- 1.4.13.2 There shall be no discrimination in the rate of fees charged and all Applicants for Product Certification and Licensees shall be charged at an identical rate for a particular service, but the fees will be determined by the level of surveillance and testing, and additional fees will be charged arising from the costs of travel, subsistence and administration.
- 1.4.13.3 Any Applicant for Product Certification or Licensee which defaults in payment of its fees by the due date shall be given notice in writing by BASEC and unless payment in full shall have been made within fifteen days from the dispatch of such notice BASEC may cancel (i) any application or (ii) certification / Licence and in such cases shall give the Applicant for Product Certification or Licensee notice in writing of such cancellation.

### **1.4.14 Suspension**

1.4.14.1 If BASEC at any time is satisfied that any of the following apply:

- a) the Licensee is failing to comply with the particular rules and requirements of the relevant Scheme;
- b) the Licensee no longer meets the requirements set out in these Regulations;
- c) after evaluation and/or testing that a product or sample does not conform to the appropriate standard or specification for the time being laid down;
- d) the Licensee's product is not manufactured so as to conform to the current Certificate of Assessed Design or the relevant standard;
- e) the Licensee 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;
- f) the Licensee is failing to comply with the particular rules and technical requirements of the relevant Scheme;
- g) the risk rating of the Licensee has been assessed as High on two or more successive occasions over a period of 90 days or more;

then BASEC may consider suspension of one or more Product Certificates or of the entire Product Marking Licence until compliance is again achieved.

- 1.4.14.2 Other conditions under which BASEC may suspend or withdraw certification are stated in BASEC's Terms and Conditions of Business.
- 1.4.14.3 If BASEC decides that the matter is not urgent or there in BASEC's view has not been a history of such failings, one month's written notice may be given of BASEC's intention to suspend certification unless appropriate action is taken by the Licensee to remedy the failing(s).
- 1.4.14.4 If after the elapse of a notice issued under these regulations BASEC is not satisfied that appropriate action has been taken to remedy the failing(s) written notice suspending certification may be given.

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- 1.4.14.5 Where the scope, scale or severity of the failings are deemed by BASEC to be sufficiently serious to have significant implications for products, services, customers' interests, or BASEC's reputation, then BASEC may suspend certification immediately without notice.
- 1.4.14.6 On suspension of certification the relevant provisions with respect of the use of Registered Certification Trade Marks and logos during suspension as set out above must be implemented by the Licensee. BASEC will publish a notification of suspension on the BASEC website.
- 1.4.14.7 BASEC will investigate the circumstances of the suspension, and may choose to conduct additional visits, which may be at the next surveillance or separately, at BASEC's discretion. The Licensee will be liable for BASEC's charges for any such activities, and for other reasonable costs necessarily incurred by BASEC in association with the suspension.
- 1.4.14.8 Within 30 days of the start of a suspension BASEC shall conduct a review of the suspension, taking account of the actions by the Licensee and the findings of BASEC's investigations. BASEC shall determine whether the suspension should be continued while further investigations are made, the suspension lifted, the scope of certification reduced or otherwise amended, or the certification withdrawn, and shall give notice of such decision. Suspension may not be continued beyond 60 days from the start of the suspension.
- 1.4.15 Lifting of Suspension and Reinstatement of Certification**
- 1.4.15.1 If the decision of BASEC is to lift the suspension and to reinstate certification, BASEC will publish a notice to this effect on the BASEC website for a minimum of 90 days.
- 1.4.15.2 Following the lifting of suspension, BASEC will review and revise as necessary the risk-based assessment conducted for the Licensee. The outcome of this review will be communicated to the Licensee. The terms of BASEC's contract with the Licensee may be amended as a result of this review.
- 1.4.16 Withdrawal of Certification**
- 1.4.16.1 The powers of withdrawal of certification given by these Regulations shall be exercised by BASEC giving notice to the Licensee that certification has been withdrawn. BASEC may also give notice withdrawing either one or more Product Certificates or the entire Product Marking Licence if the Licensee commits a breach of or ceases to comply with any other of these Regulations or if BASEC determines that a particular Scheme shall cease. In this latter circumstance the Licensee will be given not less than twelve months notice of the withdrawal of certification.
- 1.4.16.2 Withdrawal of certification may also be invoked where the Licensee becomes bankrupt or makes any arrangement or composition with its creditors, or, being a Company, is dissolved or enters into legal administration or liquidation, whether compulsory or voluntary, save for the purpose of amalgamation or reconstruction, or has a Receiver or equivalent person appointed of his business, or the equivalent of these in local law.
- 1.4.16.3 The Licensee will be liable for any reasonable costs necessarily incurred by BASEC in association with the withdrawal of certification.

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1.4.16.4 Any Licensee which has one or more Product Certificates withdrawn will not be accepted for re-application for the same or similar product certification within six months of the date of that withdrawal. Any Licensee which has their Product Marking Licence withdrawn will not be accepted for re-application for product certification within twelve months of the date of that withdrawal. Following acceptance of any subsequent re-application, BASEC may impose additional requirements, in consultation with BASEC's Board and committees.

### **1.4.17 Appeals**

1.4.17.1 An Applicant for Product Certification or Licensee may appeal to the BASEC Appeals Panel against any refusal by BASEC to process an application, the refusal to issue product certification, risk ratings, or the withdrawal of product certification or a Product Marking Licence. Such appeal shall be initiated by a notice in writing addressed to BASEC served within fourteen clear days after the date of service of the refusal or withdrawal notice issued by BASEC.

1.4.17.2 A meeting of the BASEC Appeals Panel shall be held within forty-five clear days after service of the notice of appeal and the Applicant for Product Certification or Licensee shall be given at least seven clear days' notice of the time and place of such meeting.

1.4.17.3 The decision of BASEC shall stand pending the decision of the BASEC Appeals Panel.

1.4.17.4 At the meeting of the BASEC Appeals Panel the Applicant for Product Certification or Licensee and BASEC shall be entitled to be heard in confidence.

1.4.17.5 The decision of the majority of the BASEC Appeals Panel as declared by its Chairman shall be final and shall be conveyed to the Applicant for Product Certification or Licensee within five days of the hearing.

### **1.4.18 Amendment of Regulations**

1.4.18.1 These Regulations and associated rules may from time to time be altered by BASEC.

1.4.18.2 No such alteration shall affect the right of any Licensee to use the Registered Certification Trade Marks or logos or designations or claim to be certified under the relevant Scheme(s) unless or until it shall have been given notice in writing of such alterations by BASEC who will notify the Licensee of the date by which it must comply with the altered Regulations, which shall normally be within three to six months from the date of notification of the alterations.

### **1.4.19 Notices under the Regulations**

1.4.19.1 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 Applicant for Product Certification / Licensee, at or to its address for the time being (registered office where applicable).

1.4.19.2 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.