

# Regulations Governing the ACRS Materials Certification Scheme

## CONTENTS

<b>1. Introduction and Scope .....</b>	<b>3</b>
<b>2. Definitions .....</b>	<b>3</b>
<b>3. Application for Certification .....</b>	<b>5</b>
<b>3.1. Authority to grant or revoke certification: .....</b>	<b>5</b>
<b>3.2. Application.....</b>	<b>5</b>
<b>3.3. Entitlement for certification .....</b>	<b>6</b>
<b>3.4. Ownership of Certificate.....</b>	<b>6</b>
<b>3.5. Transfer of Certificates .....</b>	<b>6</b>
<b>3.6. Term of Validity of a Certificate.....</b>	<b>6</b>
<b>3.7. Register of Certified Firms .....</b>	<b>6</b>
<b>4. Use Of The Certification Mark .....</b>	<b>6</b>
<b>5. Interruption to, or Cessation of Production of Approved Materials .....</b>	<b>9</b>
<b>5.1. Non-Producer status.....</b>	<b>9</b>
<b>5.2. Significant changes to practices or conditions of manufacture or processing.....</b>	<b>10</b>
<b>6. Fees and Charges .....</b>	<b>10</b>
<b>6.1. The Firm shall pay: .....</b>	<b>10</b>
<b>6.2. Refund policy: .....</b>	<b>10</b>
<b>7. Assessment &amp; Inspection .....</b>	<b>11</b>
<b>8. Conformity and Compliance .....</b>	<b>11</b>
<b>8.1. Non-Conformity:.....</b>	<b>12</b>
<b>8.2. Escalation .....</b>	<b>12</b>
<b>8.3. Non-Compliance .....</b>	<b>12</b>

**9. Cessation of Certification ..... 12**

**9.1. Notice of permanent withdrawal from the Scheme (Relinquishment)..... 12**

**9.2. Timing of permanent withdrawal from the Scheme..... 12**

**9.3. Voluntary withdrawal ..... 13**

**9.4. Termination for Non-Compliance ..... 13**

**9.5. Downgrading of certification for serious non-conformity 13**

**9.6. Public notification ..... 13**

**10. Penalties and Appeal..... 13**

**11. Re-application for Certification ..... 14**

**11.1. After Withdrawal by ACRS ..... 14**

**11.2. After Voluntary Relinquishment by the Firm ..... 14**

**11.3. Outstanding accounts ..... 14**

**12. Serving Notice under the Regulations..... 14**

**12.1. By the Authority: ..... 14**

**12.2. By a Firm..... 14**

**13. Monitoring Of The Certified Firm ..... 14**

**14. Merger or Acquisition of a Firm ..... 15**

**15. Financial Conditions ..... 15**

**16. Confidentiality ..... 15**

**17. Changes To The Regulations ..... 15**

**18. Changes To The Legislation ..... 15**

**19. Certification Mark ..... 15**

Amended:

DATE	AMENDMENT	PAGE

## 1. INTRODUCTION AND SCOPE

These Regulations relate to the application for and use of the Australian Certification Authority for Reinforcing Steels Ltd ("ACRS") Certification Mark under the ACRS scheme for the certification of firms approved for the manufacture and supply of reinforcing steels, prestressing steels, structural steels and associated materials, hereinafter called the Scheme.

## 2. DEFINITIONS

In these Regulations, the following definitions apply:

- (a) "Applicant Firm" – a Firm that has submitted a complete, formal application to be granted the Certification Mark under the terms of these Regulations;
- (b) "Approved Materials" – materials from a Certified Firm, or from a non-Certified Firm that are supplied to a Certified Firm, which have been assessed and approved by the Authority as meeting the requirements of the Scheme;
- (c) "Assessable Location" – any facility of the Firm that manufactures or supplies materials to any Standard assessed under the Scheme;
- (d) "Assessable Materials" – all materials manufactured, processed or supplied by any facility of a Certified or Applicant Firm, or any associated Group entity that are compliant with any Standard assessed by the Scheme. For the avoidance of doubt, Assessable Materials may not be Approved Materials;
- (e) "Audit and Assessment Committee" – a committee of the Authority that audits reports by Representatives and recommends to the Authority acceptance or refusal of certification;
- (f) "Authority" – the Australian Certification Authority for Reinforcing Steels Ltd, ACN 096 692 545 ("ACRS");
- (g) "Board" – The Board established as the governing body of the Authority under the Articles of Association and which may, under the articles of Association, delegate certain of its powers to an Executive Committee and other Subsidiary Committees. The Board comprises the Executive Director, nominated Members to the Board and invited individuals, as required;
- (h) "Certification Mark" – the Authority mark (including, but not limited to, the Authority logo, name and initials) licensed to the Certified Firm;
- (i) "Certificate" – the instrument of approval issued by the Authority specifying the scope of certification of the Certified Firm. There are two classes of Certificate: "Producer" and "Non-Producer";
- (j) "Certificate Number" – a unique number which is indicated on each Producer Certificate;
- (k) "Certified Firm" – a Firm whose materials, processes and quality management system have been successfully assessed as meeting the requirements of the Scheme and to whom a Certificate is issued;
- (l) "Certified Location" – a facility of the Certified Firm holding a Certificate

- (m) “Code of Practice” – a technical document describing materials, methods and processes under which the Certificate and the Certification Mark may be delivered, renewed, suspended or cancelled;
- (n) “Communication Media” – all the Certified Firm’s external communications media, including but not limited to advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures; outdoor advertisements (such as billboards and signs); stationery (such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips);
- (o) “Declaration” – a form signed by each Applicant Firm, or a form submitted quarterly by each Certified Firm;
- (p) “Deficiency” – any Non-Conformity or Non Compliance under the terms of the Scheme;
- (q) “Firm” – any organisation or Group that manufactures, fabricates, stocks and distributes, cuts and bends, or cold works Approved Materials, or any combination thereof;
- (r) “Group” – any subsidiary holding or associated companies or subsidiary undertakings of all such holding companies that manufactures or supplies materials for the production of Approved Materials. For this purpose “subsidiary”, “holding company” and “subsidiary undertaking” shall have the meaning set out in the Corporations Law of New South Wales and as amended from time to time; “associated company” shall mean body corporate in which the relevant party has a direct or indirect 20% beneficial interest in the share capital of that body corporate;
- (s) “Improper Use” – of the Certification Mark means any use that infringes these Regulations. Improper Use includes, but is not limited to, imitation, misrepresentation, counterfeiting or dilution of the Certification Mark;
- (t) “Long Term Quality Tests” – the results of tests on all Assessable Materials conducted by the Firm as required by a Standard and by the Authority for verification of the Firm’s compliance with that Standard;
- (u) “Non-Certified Location” – any facility of a Certified Firm that does not manufacture or process Assessable Materials;
- (v) “Non-Compliance” – a level of Non-Conformity that places the Firm outside the minimum requirements of the Standard and/or the Scheme;
- (w) “Non-Conformity” – any material, process, practice, test result or record not meeting a specific requirement of the appropriate Standard and/or the Scheme;
- (x) “Non-Producer” – A Firm not currently manufacturing Assessable Materials and therefore unable to demonstrate compliance with a Standard, or acquire the Use of the Certification Mark;
- (y) “Producer” – A Firm currently manufacturing Assessable Materials;
- (z) “Regulations” – the rules under which the Scheme is operated and as amended by the Authority from time to time;

- (aa) "Representative" – a person or entity that carries out specific tasks and activities for the Authority and whom the Authority may appoint or remove as it may deem necessary;
- (bb) "Scheme" – the scheme for the certification of Assessable and associated materials and processes established in accordance with these Regulations and associated documents. The Scheme is based upon the demonstration by the Firm of the continuing operation of a quality assurance system consistent with AS/NZS ISO 9001, or other system approved by the Authority, together with appropriate Quality and Operations Assessment Schedules of the Scheme and the ability to supply materials or processes complying with a Standard and the customer's requirements;
- (cc) "Standard" – the appropriate Australian, International or other published codes, standards or specifications that may be selected by the Board from time to time for assessment under the Scheme. For the purposes of the Scheme, all parts of a Standard are referenced, unless specifically noted otherwise in the documentation of the Authority;
- (dd) "Use" – the lawful, authorised, restricted, non-exclusive, limited and revocable right to use the Certification Mark.

### **3. APPLICATION FOR CERTIFICATION**

#### **3.1. Authority to grant or revoke certification:**

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

#### **3.2. Application**

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

- a) An application shall cover all Assessable Locations, and all Assessable Materials produced, processed or supplied by the Firm or Group and all required supporting documentation and information supplied.
- b) A completed Declaration, signed by the appropriate manager and the stated fees shall accompany an application.
- c) The application shall be finalised and all necessary documents supplied, materials tested and inspections allowed by the Applicant Firm within 12-months of the date of receipt by the Authority of the original complete application. Should the application process take longer than 12-months, the Applicant Firm shall submit a new application with such additional application fees payable as may be determined by the Authority, unless any variation is advised to the Applicant Firm in writing by the Authority.
- d) During the 12-month maximum application period, the Authority may mandate such additional assessment visits where, at its sole discretion, it deems them necessary to validate the Applicant Firm's application &

declaration and its performance to the Standards contained therein. Such additional assessment visits shall be at the Applicant Firm's cost.

### 3.3. Entitlement for certification

Any Applicant Firm that satisfies the Authority that it carries on a bona fide business and provides such undertakings that it shall comply with the Scheme, including the conditions of these Regulations, shall be entitled to a Certificate upon successful completion of the Scheme assessment process.

### 3.4. Ownership of Certificate

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

### 3.5. Transfer of Certificates

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

### 3.6. Term of Validity of a Certificate

A Certificate is valid for 12-months from the date of issue, subject to the terms of these Regulations. A Certificate's term of validity shall be renewed annually.

### 3.7. Register of Certified Firms

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

## 4. USE OF THE CERTIFICATION MARK

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

The Certified Firm or Applicant Firm agrees that:

- (a) it shall comply with these Regulations and the requirements of the Scheme at all times;
- (b) It shall not claim any association with the Scheme whatsoever prior to the date of issue by ACRS of the Certificate or Certificates which are the subject of its application.

For the avoidance of doubt, a Firm may represent that it is either certified by ACRS for the Assessable Materials that are the subject of its Certificate or Certificates, or that the Firm is not certified by ACRS;

- (c) its Use of the Certification Mark shall only be in relation to its scope of certification. That is, its Use of the Certification Mark and any Certificate and associated Certificate Number shall be only in respect of the manufacture of materials, the operation of processes or the offering of services that are the subject of the Certificate at or from the addresses stated on the Certificate. The Certification Mark shall not be used in a

manner that may imply materials are approved that are not covered by the Certificate;

- (d) its Use of the Certification Mark does not exonerate the Certified Firm from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale or distribution of its materials;
- (e) it may display the Certification Mark on its website, provided that the Certification Mark is displayed as a hypertext link from its website to the URL of the Authority's website [www.steelcertification.com](http://www.steelcertification.com)
- (f) it shall not, during the period of validity of the Certificate or thereafter, register or attempt to register the Certification Mark or any imitation thereof, nor make or assert any claim of ownership to the Certification Mark as provided herein;
- (g) it shall, upon the suspension, withdrawal or cancellation of the Certificate, forthwith discontinue the Use of the Certification Mark or any reference thereto and shall not thereafter Use any copy or imitation thereof. Such action shall include the Firm immediately destroying all stocks of documentation carrying the Certification Mark and ensuring that it does not in any way imply continued association with the Scheme;
- (h) it shall provide to the Authority, in writing, an updated list of all Assessable Locations upon any change to maintain at all times the currency of information held by the Authority;
- (i) it shall declare and report all Assessable Materials for assessment under the Scheme;
- (j) it shall neither manufacture nor process Assessable Materials at Non-Certified Locations;
- (k) it shall purchase only Approved Materials. The purchasing practice shall indicate a positive link between the Approved Purchasers and the Certified Firm to demonstrate traceability;
- (l) it shall supply only materials that comply with all properties or other criteria specified in the relevant Standards. Repeated failure to comply with such properties shall be cause for withdrawal of the Firm's Certificate or Certificates;
- (m) the sub-contracting of work performed on materials covered by the Certificate shall be with Approved Materials and shall be performed only by Certified Firms;
- (n) respect all changes in Standards and Scheme requirements for which approval to manufacture and/ or supply has been given;
- (o) it shall report each quarter to the Authority, in the format required by the Authority, by the due date and including the completed Declaration of materials manufactured during the quarter, the Long Term Quality test results required by the Scheme;

- (p) it shall not knowingly deliver, or sell, or knowingly permit the delivery or sale of material that does not comply fully with the requirements of this Scheme.

For the avoidance of doubt, this clause shall not preclude a Firm engaging in the manufacture and/or supply to appropriate customers of materials to standards or specifications outside the scope of the Scheme, providing:

- i. appropriate documented procedures are maintained at all times which preclude the manufacture, processing and supply of all non-Approved Materials as Approved Materials.
  - ii. appropriate documented procedures are maintained at all times which positively identify and differentiate the manufacture, processing and supply of all Approved Materials from any non-Approved Materials;
  - iii. such documentation is presented to the Representative for verification at each assessment, or as required by the Authority.
- (q) it shall correct any Deficiencies noted during an assessment;
- (r) it shall not conduct its operations in a manner which may affect the confidence of the public or authorities in the reliability of the Scheme;
- (s) it shall give Representatives of the Authority access during normal working hours to sites in which work that is the subject of the Certificate is being carried out for the purpose of examination of materials, processes, finished articles, methods of test, records, details of internal audits and systems or, if necessary, for establishing that the procedures for the cessation of approval described in these Regulations have been carried out;
- (t) it shall report each quarter, in writing to the Authority and by the due date, a summary of the number of complaints received from customers related to the Non-Conformity of any materials supplied under the Scheme and/or problems in manufacture and processing at any facility of the Firm, together with corrective actions undertaken to rectify these items;
- (u) it shall ensure that all material samples, access, assistance, information, records, documentation and facilities are made available to the Authority, when required by the Authority, including the assistance of properly qualified, briefed and authorised personnel of the Firm;
- (v) it shall nominate for the approval of the Authority a management representative and one or more deputies authorised to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the requirements of the Certificate and who shall, upon each visit by the representatives of the Authority, sign a declaration to the effect that any changes in production or other information relevant to the conditions under which the Certificate is held have been notified to the Authority;

- (w) it shall maintain and document a Quality Management System acceptable under the Standards appropriate for the materials or services to be Certified, and make available to the Authority copies of all or any part of the documented system requested should the Executive Director require it to be lodged with the Authority for reference purposes;
- (x) it shall report in writing to the Executive Director of the Authority any changes in practice or conditions from those pertaining at the time of a satisfactory assessment leading to approval. Unless the Firm receives confirmation, in writing from the Executive Director, that the changes do not render the Certificate invalid, it shall discontinue the Use of the Certification Mark;
- (y) it shall discontinue the Use of the Certification Mark which is unacceptable to the Authority and any form of statement with reference to the Authority by the Firm to claim compliance with the Scheme which in the opinion of the Authority might be misleading;

The Authority shall:

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

## **5. INTERRUPTION TO, OR CESSATION OF PRODUCTION OF APPROVED MATERIALS**

Failure by a Certified Firm to produce material/s for which approval has been granted during the term of validity of a Certificate may result in the lapse of approval for that Firm under the Scheme. Should the Authority confirm the lapse, the Firm can reapply for assessment for a new Certificate when production of materials to the Scheme has resumed.

### **5.1. Non-Producer status**

At the sole discretion of the Board, the Authority may grant a Firm not currently producing Approved Materials Non-Producer status where the Firm has demonstrated that it possesses all other performance-related capabilities required

under the Scheme. Full Producer status together with the appropriate Certificate may be granted upon commencement, or recommencement of production of materials to the requirements of the Scheme and demonstration by test results and any other means as determined by the Board such that the requirements of the Scheme are being met.

Any Firm holding a Non-Producer certificate:

- (a) may not represent itself as “ACRS Certified” in any manner whatsoever;
- (b) shall upon the conferral of “Non-Producer” status, or downgrading of its class of certification from “Producer” to “Non-Producer”, ensure that it does not in any way imply its materials meet the requirements of the Scheme, or any Standard, until and unless its “Producer” certification is confirmed by the Authority and;
- (c) may not supply Assessable Materials warranted as meeting a Standard to any party, whatsoever prior to its “Producer” certification being confirmed in writing by the Authority;

5.2. Significant changes to practices or conditions of manufacture or processing  
Changes in practice or conditions from those pertaining at the time of a satisfactory assessment leading to approval, such as the commissioning of new machinery, plant or testing facilities or relocation within or between premises of existing machinery may, at the sole discretion of the Authority require additional assessment.

## **6. FEES AND CHARGES**

6.1. The Firm shall pay:

- (a) an assessment fee for the initial and each subsequent assessment for each Assessable Location and process;
- (b) a non-refundable application fee of 10% of the total assessment fees due for all Assessable Locations and processes. The application fee is included in the total assessment fees charged for the initial assessment process. A new application fee shall be payable for any Firm that reapplies for certification after cessation or refusal of certification;
- (c) any additional costs incurred by The Authority in the course of assessment, such as travel, testing, freight of samples, etc, not otherwise included in the assessment fee;
- (d) the fees for any additional visits, assessments, surveillance, supervision or testing incurred by the Authority in assessing a Firm under the Scheme, or due to the Firm’s non-compliance with the terms of the Scheme;
- (e) a levy determined from the total tonnages of all Approved Materials manufactured or supplied by the Firm, or a minimum administration charge, whichever is the greater.
- (f) any other charges reasonably incurred by the Authority in administering the application for, or certification of any Firm under the Scheme.

6.2. Refund policy:

Should an Applicant Firm decide not to proceed to completion of its assessment process, any unexpended assessment fees received from the Applicant Firm shall be refunded, less the 10% application fee and any costs incurred by the Authority. Certified tonnage levy or minimum administration payments are not refundable.

## **7. ASSESSMENT & INSPECTION**

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

The types of the assessment undertaken under the Scheme are:

- (a) Initial Assessment: A full, detailed inspection of the Firm's facility that is the subject of assessment. An initial assessment shall be conducted on first assessment and every third annual assessment thereafter, i.e. at first assessment, fourth assessment, seventh assessment, and so on.
- (b) Surveillance Assessment: the second and third assessment in every set of three annual assessments, or an assessment required at the cessation of certification, as directed by the Authority ;
- (c) Additional Assessment: any additional scheduled assessment under the Scheme where non-conformities have been identified during an Initial or Surveillance assessment that, in the sole opinion of the Authority, requires further assessment. The timing of any Additional Assessment shall be scheduled in consultation with the Firm;
- (d) Unscheduled Assessment: an additional assessment conducted at any premise of a Certified Firm, where the Authority is of the reasonable opinion that an inspection with no forewarning of assessment is necessary to confirm the compliance of the Firm with the Regulations. Such assessment shall be undertaken at the sole discretion of the Authority.
- (e) Refusal by the Certified Firm to grant a Representative access for any Scheduled or Unscheduled Assessment shall result in immediate suspension of all Certificates of any classification then held by the Certified Firm until or unless the Authority is again satisfied that the Certified Firm, in its entirety, is meeting its obligations under the Scheme.

## **8. CONFORMITY AND COMPLIANCE**

The Firm shall provide evidence of its conformity with the Scheme at each assessment and evidence of continued conformity with the Scheme through regular submission of all appropriate data that are reasonably required by the Authority.

The Authority operates on the principle of 'excellence' not 'perfection'. Any identified shortfall in performance shall be reported and classified as a Non-Conformity or Non-Compliance. Time frames for rectification shall be communicated to the Firm at the time of assessment or at other times, if the Authority deems it appropriate.

### 8.1. Non-Conformity:

There are three levels of Non-Conformity:

- (a) Minor: An identified shortfall in performance that, when assessed in relation to other audit outcomes, indicates a minor risk of the Firm not meeting the requirements of the Scheme. A Minor Non-Conformity is required to be corrected by the next annual assessment;
- (b) Moderate: Such shortfall in performance that, whilst similar in effect to a “Minor Non Conformity”, is significant enough that it should, in the sole opinion of the Authority, be corrected prior to the next scheduled assessment. The usual time frame for corrective action is within the range 3 to 6 months. Documentary evidence of rectification is required;
- (c) Major: A shortfall in performance that, when assessed in relation to other audit outcomes and in the sole opinion of the Authority, indicates a significant risk of not meeting the requirements of the Scheme. Such Non-Conformities are required to be corrected in a short period of time, but generally within 3 months of notification. Documentary evidence of rectification is required. The Authority may decide, at its sole discretion, that an additional assessment is required to verify that a Major Non-Conformity has been corrected. Any such additional assessment shall be at the Firm’s expense.

Any identified Non-Conformity shall be reported to the Audit and Assessment Committee for review.

### 8.2. Escalation

Should any identified Non-Conformity not be corrected within the stipulated period, the level on Non-Conformity shall be raised automatically to the next highest level: i.e. Minor to Moderate; Moderate to Major; Major to Non-Compliance.

### 8.3. Non-Compliance

Non-Compliance shall be referred to the Board for immediate suspension of certification.

## 9. CESSATION OF CERTIFICATION

### 9.1. Notice of permanent withdrawal from the Scheme (Relinquishment)

If a Certified Firm does not intend to renew its certification at the end of a term of validity it shall inform the Executive Director in writing with a minimum of one calendar month’s notice of its intention not to renew certification for the next term.

### 9.2. Timing of permanent withdrawal from the Scheme

Regardless of the date of notification of permanent withdrawal by the Firm, permanent withdrawal from the Scheme may only occur at the end of the certificate term of validity (30 June). During any period of time remaining after such notification, the Certified Firm shall remain subject to the full requirements of the Scheme, including the payment of all associated fees and charges and the payment for and undertaking of ant due assessments, reporting and testing for all Assessable Locations.

### 9.3. Voluntary withdrawal

The Certified Firm may temporarily suspend the Use of the Certification Mark within the current year of registration. It shall give the Authority written notification and make all changes regarding its Communication Media. Based on this information the Authority shall inform the Certified Firm of the terms and conditions for temporary or definitive cessation of Use of the Certification Mark.

### 9.4. Termination for Non-Compliance

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

- (a) terminate or refuse to grant or renew a Certificate;
- (b) require the Firm to discontinue the Use of the Certification Mark or any claim of compliance or association with the Scheme with immediate effect;

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

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

### 9.5. Downgrading of certification for serious non-conformity

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

- (a) grant, or replace a current Producer Certificate with a Certificate indicating the Firm's Non-Producer status under the Scheme;
- (b) require the Firm to discontinue the Use of the Certification Mark or any claim of compliance or association with the Scheme for any of its manufactured or supplied materials, with immediate effect;

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

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

### 9.6. Public notification

Any Firm having its Certificate withdrawn shall be listed on the Register of Certified Firms, with a note stating the reason for the withdrawal (i.e. "voluntary withdrawal", "temporary suspension" or "terminated for non-compliance").

## 10. PENALTIES AND APPEAL

An applicant Firm may appeal a refusal by the Authority to grant or renew certification under the Scheme.

Any appeal by the Firm against refusal, withdrawal or suspension shall be in accordance with the complaints and appeals procedure that shall be provided by the Authority, upon written request.

## **11. RE-APPLICATION FOR CERTIFICATION**

### **11.1. After Withdrawal by ACRS**

Where a Certificate is withdrawn by the Authority, a Firm may re-apply for approval after a period of three calendar months. During the period of re-application, continuation of manufacturing, fabricating or supply shall be carried out in accordance with the batch testing requirements of the appropriate Standard/s and reported monthly, in writing to the Authority. Where the period of withdrawal exceeds 12-months, a new application shall be made by the firm. Any such new application will be considered on its merits and without prejudice.

### **11.2. After Voluntary Relinquishment by the Firm**

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

### **11.3. Outstanding accounts**

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

## **12. SERVING NOTICE UNDER THE REGULATIONS**

### **12.1. By the Authority:**

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

- a) email to the address on file of the Firm's nominated representative and /or
- b) leaving it or sending it by prepaid recorded delivery or registered post at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.
- c) general statements regarding the Scheme for public information are deemed to be served when uploaded to the Authority's website at [www.steelcertification.com](http://www.steelcertification.com).

### **12.2. By a Firm**

Any notice issued by the Firm to the Authority shall be in writing, sending it by prepaid recorded delivery or registered post at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.

## **13. MONITORING OF THE CERTIFIED FIRM**

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

#### **14. MERGER OR ACQUISITION OF A FIRM**

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

#### **15. FINANCIAL CONDITIONS**

The financial conditions for authorisation to Use the Certification Mark are included in the contract between the Authority and the Certified Firm (the "Declaration"). It is an absolute requirement that a Firm shall have paid all monies owed to the Authority to be granted or to retain its certification under the Scheme.

#### **16. CONFIDENTIALITY**

Unless otherwise agreed in writing by the Authority, the Certified Firm shall keep confidential all documents received from the Authority, with the exception of the Certificate, these Regulations and the Appendices.

#### **17. CHANGES TO THE REGULATIONS**

The Authority reserves the right to modify these Regulations at any time. It shall give the Certified Firm written notification of all changes thereto and the Certified Firm shall be obligated to apply those changes.

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

#### **18. CHANGES TO THE LEGISLATION**

The Authority shall comply with all relevant, applicable national and international laws, Regulations and Standards in force concerning the right to Use the Certification Mark or the conditions for obtaining said right. The Authority shall give the Certified Firm notification of any changes thereto and the Certified Firm shall be obligated to apply all modification resulting from said changes.

#### **19. CERTIFICATION MARK**

The Certification Mark to be displayed by Certified Firms on accompanying tags and documentation shall be the ACRS certificate number for the site of manufacture or processing of the materials concerned (unless by written agreement of executive director) placed immediately adjacent to one or more of the following:



CONFIDENTIAL

1.



2. "The Australian Certification Authority for Reinforcing Steels";
3. "ACRS"