

# CERTIFICATION PROCEDURE FOR WOODHEATERS

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>1. PURPOSE.....</b>   | <b>2</b>  |
| <b>2. SCOPE.....</b>   | <b>2</b>  |
| 2.1    GENERAL .....   | 2         |
| 2.2    INCLUDED APPLIANCES.....  | 2         |
| 2.3    EXCLUDED APPLIANCES.....  | 2         |
| <b>3. GLOSSARY .....</b>   | <b>2</b>  |
| <b>4. PROCESS.....</b>   | <b>5</b>  |
| 4.1    APPLICATION .....   | 5         |
| 4.2    TESTING .....   | 6         |
| 4.3    CERTIFICATION .....   | 6         |
| <b>5. POST-CERTIFICATION .....</b>                                       | <b>7</b>  |
| 5.1    MANUFACTURING OF PRODUCTION UNITS .....                           | 7         |
| 5.2    LABELLING OF PRODUCTION UNITS .....                               | 7         |
| 5.3    DESIGN SPECIFICATION TESTING OF PRODUCTION UNITS .....            | 8         |
| 5.4    PROPOSED CHANGE TO CERTIFIED DESIGN .....                         | 8         |
| 5.5    NEW OR AMENDED CERTIFICATION REQUIREMENTS .....                   | 9         |
| 5.6    RECERTIFICATION .....   | 10        |
| 5.7    COMPLIANCE VERIFICATION .....                                     | 10        |
| 5.8    ACCESS TO ENGINEERING DRAWINGS BY REGULATORY AUTHORITIES.....     | 10        |
| 5.9    PROMULGATION OF INFORMATION IN RELATION TO PRODUCTION UNITS ..... | 11        |
| <b>6. CERTIFICATION STATUS (SUSPENSION AND/OR CANCELLATION).....</b>     | <b>11</b> |
| <b>7. GENERAL ISSUES.....</b>  | <b>12</b> |
| 7.1    CONFIDENTIALITY .....   | 12        |
| 7.2    TRANSFER OF CERTIFICATE OF COMPLIANCE.....                        | 13        |
| 7.3    NOTICES .....   | 13        |
| 7.4    LIABILITY.....  | 13        |
| 7.5    DISPENSATIONS.....  | 14        |
| 7.6    CUSTOMER CONTACT DETAILS .....                                    | 14        |
| 7.7    NON TECHNICAL MODIFICATIONS.....                                  | 14        |
| <b>8. APPENDICES.....</b>  | <b>15</b> |
| APPENDIX 1:    SUBMITTAL DOCUMENTATION.....                              | 15        |
| APPENDIX 2:    TEST PROGRAM .....  | 15        |
| APPENDIX 3:    FEE STRUCTURE.....  | 16        |
| APPENDIX 4:    CERTIFICATION STATUS CHANGE .....                         | 16        |
| APPENDIX 5:    AUTHORISED LABORATORIES .....                             | 17        |
| APPENDIX 6:    PUBLICATION OF NEW/AMENDED DOCUMENTS.....                 | 17        |
| APPENDIX 7:    COMPLIANCE VERIFICATION.....                              | 18        |

# **CERTIFICATION PROCEDURE FOR WOODHEATERS**

## **1. PURPOSE**

The purpose of this document is to ensure that wood heating appliances comply with the Australian/New Zealand Standards, AS/NZS 4013:1999 and AS/NZS 4012:1999.

This document sets out the roles and responsibilities of Customers and the Certifying Body in ensuring compliance with these Standards.

## **2. SCOPE**

### **2.1 General**

The Certification Procedure for Woodheaters is applicable to a range of domestic solid fuel burning appliances.

### **2.2 Included Appliances**

Appliances within the scope of this procedure are:

- (a) space heating appliances; and
- (b) space heating appliances which include water-heating devices.

### **2.3 Excluded Appliances**

Appliances excluded from this procedure are:

- (a) site-built masonry appliances;
- (b) central heating appliances;
- (c) cooking appliances;
- (d) appliances intended solely for water heating; and
- (e) appliances intended solely to distribute convective heat via ducting to locations remote from the appliance.

## **3. GLOSSARY**

The Following terms are defined for the purposes of this Certification Procedure for Woodheaters:

**Application** means a written request, made by the Customer to the Certifying Body seeking a Certificate of Compliance.

**Authorised Laboratory** means a laboratory that has been accredited by the National Association of Testing Authorities, or equivalent, for testing in accordance with the Standards. A list of current Authorised Laboratories is at Appendix 5.

**Certificate of Compliance** means a certificate issued by the Certifying Body to the Customer evidencing that the emissions performance, Technical Design and appropriate documentation including Test Report/s assessed by the Certifying Body comply with the Standards and, subject to the Customer's compliance, will be valid for a period of three years.

**Certificate of Exemption** means a certificate issued by the Certifying Body to the Customer evidencing that the Technical Design and appropriate documentation for a Production Unit meets the exclusion requirements of AS/NZS 4013:1999 section 1.2.3 (f) and (g). A Certificate of Exemption, subject to the Customer's compliance, will be valid for a period of three years.

**Certification** means the act of evidencing by the Certifying Body that the emissions performance, Technical Design and appropriate documentation, including Test Report(s), of a Sample Product, comply with the Standards.

**Certified Design** means the Technical Design of a Product for which a Certificate of Compliance has been issued by the Certifying Body.

**Certifying Body** means the Australian Home Heating Association, incorporated in Victoria, Australia ABN 13 156 892 844.

**Compliance Plate** means a permanently attached label by which the Customer warrants, by affixing same to a Production Unit, that the Production Unit has been manufactured in conformity with the Standards.

**Compliance Verification** means a Design Specification Test and Labelling Inspection of a randomly selected Production Unit by a Product Verifier in accordance with the Standards.

**Customer** is the entity, whether an individual, business, body corporate or other legal entity, whose name appears in the Application for a Certificate of Compliance.

**Design Specification Test** means a test consisting of both a test to determine compliance with the Technical Design and a Labelling Inspection, in accordance with the Standards.

**Emissions Test** means a test to determine compliance with the maximum allowable appliance particulate emission factor, in accordance with the Standards.

**Labelling Inspection** means an inspection to determine compliance with labelling requirements, in accordance with the Standards.

**Non-Compliance** means non-conformance of a Sample Product or Production Unit with the Standards, as determined by the Certifying Body.

**Notice** means a decision communicated in writing between the Certifying Body and the Customer in relation to a Certificate of Compliance or Application for a Certificate of Compliance.

**Product** means a domestic solid fuel heating appliance as described under Section 2.2.

**Product Verifier** means a person contracted to perform a Design Specification Test who is suitably trained to understand and perform a Design Specification Test in accordance with the Standards.

**Production Unit** means a Product that is required to be manufactured in conformity with a Certified Design and which is intended for distribution and/or sale or disposal for gain or otherwise or which is distributed for sale or disposal for gain or otherwise.

**Regulatory Authorities** means the relevant government agencies of the Commonwealth, New South Wales, Victoria, Queensland, Western Australia, South Australia, Tasmania, Northern Territory and the Australian Capital Territory, separately and collectively.

**Sample Product** means a Product for which a Certificate of Compliance is sought.

**Standards** means the standards against which the emissions performance, heating efficiency, Technical Design, and labelling requirements of a Product are assessed. The relevant Standards are “AS/NZS 4012:1999 Domestic solid fuel burning appliances – Method for determination of power output and efficiency” and AS/NZS 4013:1999 Domestic solid fuel burning appliances – Method for determination of flue gas emission”, or the most recent versions thereof.

**Technical Design** means an engineering description of a Product as required by the Standards and includes the physical configuration and structure, including dimensional relationships, electrical and electronic hardware, materials and components of a Product together with all relevant installation, operating and servicing instructions.

**Technical Documentation** means any technical information not publicly available provided by the Customer to the Certifying Body.

**Test Program** means the tests to be performed or assessments to be carried out on a Sample Product by an Authorised Laboratory, as documented at [Appendix 2](#).

**Test Report** means a report on a Sample Product received by the Certifying Body from an Authorised Laboratory and which contains all relevant test results, as described in the Standards including a copy of Technical Design documentation and a summary of the compliance, or otherwise, of the Sample Product against the tests required by the Test Program.

For the purposes of this definition:

- Each Test Report from an Authorised Laboratory operating in Australia shall be an official National Association of Testing Authorities (NATA) endorsed Test Report; and

- Each Test Report from an Authorised Laboratory operating overseas shall be similarly endorsed by an equivalent laboratory accreditation body.

***Transfer*** means an assignment and novation of the rights and obligations attaching to a Certificate of Compliance to a third party.

#### **4. PROCESS**

##### **4.1 Application**

***The Customer:***

- will fully and accurately complete each Application lodged with the Certifying Body and will ensure that all documentation that is required by the Certifying Body is attached to that Application. A description of documentation requirements is set out in Appendix 1;
- authorises the Certifying Body to utilise submittal documentation as required at Appendix 1, for the purposes of assessing the compliance status of the relevant Production Unit, at any time during the period of currency for the relevant Certificate of Compliance, notwithstanding any commercial-in-confidence issues;
- will pay the lodgement fee at the same time the Application is lodged with the Certifying Body;
- will promptly respond to any requests made by the Certifying Body to seek further documentation or information in relation to compliance with the Standards and will provide the same to the Certifying Body to enable the Application to proceed;
- will fully disclose to the Certifying Body all relevant information the Customer or its agents or contractors may hold including, if the customer is not the manufacturer of the Sample Product, all relevant information that the manufacturer holds in relation to the Product and which information might reasonably be expected to be taken into account by the Certifying Body when assessing the Customer's Application;
- authorises the Certifying Body to discuss any matters relating to the Customer's Application with the relevant Authorised Laboratory or Regulatory Authorities, notwithstanding any commercial-in-confidence issues;
- authorises the Authorised Laboratory to disclose to the Certifying Body all information or knowledge of which it is aware, regarding compliance issues; and
- authorises the Certifying Body to disclose to the Regulatory Authorities all information or knowledge of which it is aware, regarding compliance issues.

### The Certifying Body

- will promptly address each Application received by it;
- will promptly notify the Customer of any factor which prevents the timely processing of the Application;
- may refuse to process an Application at any time during the Application stage if the Customer fails to comply with any of its obligations and may cancel the Application;
- will fully disclose to the Regulatory Authorities all relevant information the Certifying Body may hold in relation to compliance issues; and
- will notify the Customer that a request for information from Regulatory Authorities has been made.

## **4.2 Testing**

### The Customer

- acknowledges that the Certifying Body will rely on the accuracy and completeness of any Test Reports and Technical Documentation provided to it by an Authorised Laboratory and the Customer.

### The Certifying Body, subject to compliance by the Customer with its obligations:

- will advise the Customer of any Non-Compliance with the Standards in respect of the Technical Design made known to it as a result of the Test Program or other assessment (see Appendix 2).

## **4.3 Certification**

### The Customer:

- warrants to the Certifying Body that the Sample Product submitted for Certification has been manufactured in conformity with all requirements of the Standards;
- will provide all relevant documentation required by the Certifying Body to enable completion of Certification; and
- will respond to a request for re-Certification from the Certifying Body within two months of receiving the request to ensure the process is complete before the lapse of Certification (see Section 5.6).

The Certifying Body:

- will promptly advise the Customer of matters which, in its opinion, are preventing the issuing of a Certificate of Compliance;
- will, subject to a satisfactory Certification assessment, promptly issue the Customer with a Certificate of Compliance, but only if the Customer is not at that time indebted to the Certifying Body; and
- will provide to the Regulatory Authorities at six-month intervals, and upon request, a current list of Certificates of Compliance and Certificates of Exemption in force.

**5. POST-CERTIFICATION**

**5.1 Manufacturing of Production Units**

The Customer:

- warrants, if a manufacturer of a Production Unit, to manufacture each Production Unit in conformity with the Certified Design;
- warrants, if not a manufacturer of a Production Unit, to ensure each Production Unit is manufactured in conformity with the Certified Design;
- warrants that it will not knowingly distribute for sale, sell or otherwise dispose of for gain or otherwise any Production Unit, the Technical Design of which does not comply in every detail with the Certified Design; and
- will, if a manufacturer, agent or retailer, become and remain conversant with relevant domestic solid fuel appliance industry technical and related Standards including any amendments to those Standards, and comply with those Standards.

**5.2 Labelling of Production Units**

The Customer:

- will not knowingly affix and will not permit any other party to affix a Compliance Plate to any Production Unit, the Technical Design of which does not comply in every particular with the Certified Design for that Product;
- will not knowingly distribute, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit which does not bear the appropriate Compliance Plate;
- will not knowingly permit the distribution, sale or disposal of for gain or otherwise any Production Unit which does not bear the appropriate Compliance Plate; and

- acknowledges that the Certifying Body may exercise its rights in the manner set out in Appendix 4 in the event that the Customer fails to comply with the labelling requirements of this section.

### **5.3 Design Specification Testing of Production Units**

#### *The Certifying Body:*

- within three months of issuing a Certificate of Compliance shall, at the Customer's expense, arrange for a Production Unit of the relevant woodheater model to have a Design Specification Test conducted by a Product Verifier on a model randomly selected by the Product Verifier;
- will advise the Customer of Non-Compliance with the Standards in respect of the Certified Design made known to it as a result of the Design Specification Test;
- will immediately suspend the Certificate of Compliance if the Design Specification Test indicates Non-Compliance with the Standards in respect of the Certified Design made known to it as a result of the Design Specification Test; and
- will notify the Regulatory Authorities of suspension of a Certificate of Compliance, as a result of Non-Compliance with the Standards in respect of the Certified Design, made known to it as a result of the Design Specification Test, including the cause(s) of Non-Compliance.

### **5.4 Proposed Change to Certified Design**

#### *The Customer:*

- acknowledges and accepts that a Production Unit which varies from the Certified Design, except in such a way as will not adversely affect power output and efficiency or emissions, is not covered by the Certification;
- will promptly notify the Certifying Body of any proposed modification or change to a Certified Design;
- will submit a Test Report from an Authorised Laboratory to the Certifying Body that gives an assessment of the proposed modification or change to a Certified Design;
- will pay the fees and charges of the Certifying Body arising out of the Application; and
- authorises the Certifying Body to contact the manufacturer of the Production Unit to verify the Application for modification or change to the Certified Design made by the Customer, where the Customer is not the manufacturer of the Production Unit.

The Certifying Body, subject to compliance by the Customer with its obligations:

- will promptly process any Application received by it and relating to any proposed modification or change to a Certified Design; and
- will, where appropriate, issue a replacement Certificate of Compliance to the Customer which will extinguish the prior Certificate of Compliance.

## **5.5 New or Amended Certification Requirements**

The Customer:

- will take all necessary steps to remain fully aware of current requirements for Certification relating to the Certified Design including amendments to the Standards and shall lodge an Application with the Certifying Body if required to address such new or amended requirements for Certification;
- will promptly advise the Certifying Body, in writing, of any issues that compromise, or may compromise, compliance of the Certified Design with current, amended or new requirements for Certification including new or amended requirements of the Standards; and
- will advise the Certifying Body, in writing, of any intended or proposed modification or change to the Certified Design considered necessary in order to comply with new or amended requirements for Certification including new or amended requirements of the Standards prior to introduction of the modifications or change.

The Certifying Body:

- will publish any amended or new requirements for Certification, including notification of new or amended requirements of the Standards (see Appendix 6);
- will promptly respond to notification from the Customer advising the Certifying Body of any intended or proposed modification or change to the Certified Design resulting from amended or new requirements for Certification including amended or new Standard requirements, and notify the Customer, in writing, regarding implications for continuance of the Certificate of Compliance; and
- will, where compliance with new requirements for Certification is established to the satisfaction of the Certifying Body, promptly reconfirm the Certificate of Compliance in writing.

## **5.6 Recertification**

### *The Certifying Body:*

- will ensure that a Production Unit for which a Certificate of Compliance is in force are subject to a Design Specification Test every 3 years;
- will notify the Customer in writing, of the requirement for renewal of a Certificate of Compliance, with a minimum of 3 months Notice;
- will, upon application for renewal of a Certificate of Compliance, request the Product Verifier to conduct a Design Specification Test on the Production Unit if the Production Unit has not, in the past twelve months, been subject to a Design Specification Test;
- will notify Certificate of Compliance holders in writing of current certification procedures, including any amendments;
- will advise the Customer in writing of any instance in which a Design Specification Test discloses that a Production Unit does not comply with the Certified Design; and
- will advise the Regulatory Authorities in the event that the Certifying Body reasonably believes that Non-Compliance with the Standards has been disclosed by a Design Specification Test, including the causes of Non-Compliance.

## **5.7 Compliance Verification**

### *The Certifying Body:*

- reserves the right to conduct Compliance Verification testing on a randomly selected Production Unit during the life of a Certificate of Compliance in accordance with Appendix 7; and
- will suspend the Certificate of Compliance in accordance with provisions of Section 6 if the Customer fails to provide a Production Unit for Compliance Verification when reasonably requested.

## **5.8 Access to Engineering Drawings by Regulatory Authorities**

### *The Certifying Body:*

- will, on request, provide Regulatory Authorities access to Test Reports and sufficient engineering design details of the Certified Design of a Product to enable the conduct of a Design Specification Test by a person suitably trained to carry out the necessary testing. Such requests will be subject to:
  - (a) The operational ability of the Certifying Body to provide this information.

- (b) An understanding that Regulatory Authorities will keep confidential Technical Documentation provided to them under this Section and use it solely for the purpose of conducting a Design Specification Test.

## **5.9 Promulgation of Information in Relation to Production Units**

### *The Certifying Body:*

- will make available to Regulatory Authorities, on request and at regular intervals of not greater than six months, a current list of all Production Units for which a Certificate of Compliance is in force, including details of emissions performance, operating efficiency, power output, and test fuel; and
- will provide a publicly accessible listing on its web site, updated on a monthly basis, of all Production Units for which a Certificate of Compliance is in force. The list will provide details of each Production Unit including emissions performance, operating efficiency, test fuel, make, model, heater type, Certification number, Test Report number and status of Certification (see also Appendix 4).

## **6. CERTIFICATION STATUS (Suspension and/or Cancellation)**

### *The Customer:*

- acknowledges and accepts that the Certifying Body may suspend or cancel a Certificate of Compliance held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 4;
- undertakes that it will not market or offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Certificate of Compliance has been suspended or cancelled;
- will take all reasonable steps to ensure that all distributors of a Production Unit for which a Certificate of Compliance has been suspended or cancelled are notified in writing of the certification status of these Production Unit;
- will not claim, imply or infer in any way whatsoever that the Technical Design of any Product is the subject of a Certificate of Compliance if that Certificate has been suspended or cancelled by the Certifying Body;
- will not knowingly affix a Compliance Plate to any Product for which a Certificate of Compliance has been suspended or cancelled by the Certifying Body;
- authorises the Certifying Body to notify the Regulatory Authorities of the suspension or cancellation of a Certificate of Compliance, including the reasons for the suspension or cancellation;

- authorises the Certifying Body to promulgate the fact of suspension or cancellation of a Certificate of Compliance, including the reasons for the suspension or cancellation;
- will promptly return to the Certifying Body a Certificate of Compliance held by the Customer which have been the subject of cancellation by the Certifying Body;
- acknowledges that cancellation of a Certificate of Compliance is irrevocable and that a new Application seeking re-certification must be lodged with the Certifying Body in accordance with the requirements set out in Appendices 1 and 2 in the event that the Customer seeks re-certification; and
- may in writing request the Certifying Body to cancel a Certificate of Compliance.

*The Certifying Body:*

- may suspend or cancel a Certificate of Compliance held by the Customer for any one, or more than one, of the reasons set out in and in accordance with Appendix 4;
- may, in the case of suspension of a Certificate of Compliance require satisfactory resolution of the matter, before removing the suspension;
- shall, in a timely fashion, cancel a Certificate of Compliance upon receipt of a written instruction to do so from an authorised representative of the Customer;
- may promulgate the fact that a Certificate of Compliance has been suspended or cancelled, including the reasons for suspension or cancellation; and
- shall advise the Regulatory Authorities in the event that it has suspended or cancelled a Certificate of Compliance, including the reasons for suspension or cancellation; and
- acknowledges that Regulatory Authorities may promulgate this information at their discretion.

**7. GENERAL ISSUES**

**7.1 Confidentiality**

- The Certifying Body shall keep confidential the information provided to it by the Customer. This obligation does not apply to information which is already, or which may appear later, in the public domain, nor does it apply in respect of information which is requested to be produced by the Courts, Tribunals, Police or by any government or regulatory bodies concerned with public safety or environmental protection.

## **7.2 Transfer of Certificate of Compliance**

### *The Customer:*

- will promptly notify the Certifying Body in writing of any proposed Transfer of a Certificate of Compliance to another party or legal entity (proposed transferee) and will not infer to any party or legal entity that the Transfer has taken place, without the prior written approval of the Certifying Body;
- will provide the Certifying Body with all necessary information required by it to enable the processing of the Transfer and will meet the Certifying Body's charges in processing the Transfer; and
- will ensure that the Customer and the proposed transferee execute such documentation as may be required by the Certifying Body to effect any Transfer.

### *The Certifying Body,* subject to compliance by the Customer with its obligations:

- will process any proposed Transfer received by it, but only if the Customer and proposed transferee are not indebted to the Certifying Body at the time of the Customer making the request and the charges of the Certifying Body in processing the Transfer have first been received by it.

## **7.3 Notices**

- The respective addresses of the Customer and the Certifying Body are the addresses set out on the Application, unless a different address is notified in writing to the other party.
- These addresses will apply for the serving of Notices or other communications which may be affected by personal delivery or by post, and if by post the date of service shall be deemed to be the day after posting.

## **7.4 Liability**

### *The Customer:*

- Shall forever release the Certifying Body, its directors, employees, servants, agents and members and each of them from liability; and
- Agrees to indemnify and keep indemnified each of them against all actions, claims, suits, demands, costs and expenses, whether based wholly or partly on the negligence of the Certifying Body, its directors, employees, servants, agents or members, in any way arising out of or in connection with the Certifying Body's obligations under the Certification Procedure for Woodheaters including (but without prejudice to the generality of the foregoing) the following:
  - (a) The giving of any assistance or advice prior to the time an Application is made.

- (b) The issuing of a reserved certification number.
- (c) The granting of any Certificate of Compliance.
- (d) The affixing of any Compliance Plate.
- (e) The installation (in accordance with all applicable Acts and Regulations) of any Product bearing a Compliance Plate.
- (f) The suspension or cancellation of any Certificate of Compliance or the lifting of a suspension.
- (g) The contacting of Regulatory Authorities and discussing any matters concerning a Product, a Production Unit, a Certified Design, any Compliance Verification or a Certificate of Compliance.

### **7.5 Dispensations**

Certification is intended to confirm that a domestic solid fuel appliance, as described under Section 2.2, meets the requirements of the Standards. As a general rule, dispensation from these requirements will not be permitted. There may be, however, exceptional circumstances for which dispensations may be permitted. Such circumstances are outlined as follows:

- (a) The incorporation of new technology, new applications of existing technology or a combination of technologies not specifically covered in the Standards and which does not compromise emissions performance.
- (b) Circumstances in which the intent rather than the literal interpretation of the requirement in the Standards is met and which do not compromise emissions performance.

The decision of the Certifying Body to grant a dispensation shall be made on the written opinion of the original testing agency as described under Section 9.2 of AS/NZS 4013:1999.

### **7.6 Customer Contact Details**

The Customer shall keep the Certifying Body fully informed in writing of all relevant contact details necessary for the Certifying Body to satisfactorily administer the Customer's Certification. This should include where available: name of contact officer, job title, mailing address, telephone number, fax number, email and web address.

### **7.7 Non Technical Modifications**

The Customer shall be liable for costs incurred by the Certifying Body that require the re-issue of documentation as the result of a non-technical modification.

## **8. APPENDICES**

### **Appendix 1: Submittal Documentation**

Submittal documentation required by the Certifying Body before it can commence the Certification assessment process, must include all of the following:

1. A completed Application for Certification Approval form signed by the Customer or an authorised employee of the Customer;
2. Payment of the applicable fees and charges as stipulated in the current Fee Schedule (available from the certifying body)
3. One copy of the Test Report which clearly identifies the Sample Product and reports all information required in Clause 8.2 of AS/NZS 4013:1999. The Test Report should be provided together with copies (hard copy or electronically on CD or Disk) of fully dimensioned A4 size drawings and instructions relating to the installation and operation of the Sample Product.
4. A copy of the Compliance Plate, and photograph of the Product showing the fuel type label and its location on the front of the Product.
5. Any other information the Customer wishes the Certifying Body to consider in its Certification assessment.

#### *Notes*

1. *The Customer is responsible for ensuring Submittal Documentation is consistent with any specification requirements described in the Standards applicable to the Product and must be acceptable to the Certifying Body.*
2. *Applications received without the necessary supporting documentation and payment (as described above) will be rejected and returned to the Customer.*
3. *Customers are advised to refer to the Certifying Body to confirm the current versions of the listed Forms and Fee Schedule.*
4. *All submittal documentation shall be retained by the Certifying Body throughout the period for which the relevant Certificate of Compliance is held.*

### **Appendix 2: Test Program**

The Test Program to be followed before Certification is granted will be determined and conducted by an Authorised Laboratory in accordance with AS/NZS 4012:1999 and AS/NZS 4013:1999. It shall comprise the following element:

- Assessment and testing to AS/NZS 4013:1999 and AS/NZS 4012:1999 of a Sample Product at an Authorised Laboratory. The Customer shall submit to the Authorised Laboratory the Sample Product with the documentation described in

AS/NZS 4013:1999 section 8.2. Any changes to the Technical Design made during testing will require amended documents to be submitted.

### **Appendix 3: Fee Structure**

Available from the Certifying Body

### **Appendix 4: Certification Status Change**

#### **Suspension**

The Certifying Body may suspend a Certificate of Compliance for such period as determined at the sole discretion of the Certifying Body:

- if the Customer is unable, or refuses to meet one or more than one of the Customer's obligations, including failing to provide a Production Unit for Compliance Verification when reasonably requested;
- upon a Production unit failing Compliance Verification testing (see Section 5.7); and
- if the Customer is unable, or refuses to fulfil its financial obligations to the Certifying Body with respect to fees and charges payable to the Certifying Body (see Appendix 3) .

#### **Cancellation**

##### *The Certifying Body:*

- will not, except in exceptional circumstances, cancel a Certificate of Compliance without first suspending the Certificate of Compliance and affording the Customer reasonable opportunity to fulfil the Customer's obligations;
- will not cancel a Certificate of Compliance for a Production Unit in Compliance with the Standards.

Notwithstanding the above, the Certifying Body:

- may cancel a Certificate of Compliance when the Customer is unable, or refuses to meet, one or more than one of the Customer's obligations.
- may cancel a Certificate of Compliance, together with any other Certificates of Compliance held by the Customer, in circumstances in which the Customer is unable, or refuses, to fulfil its financial obligations to the Certifying Body with respect to fees and charges payable;
- will cancel a Certificate of Compliance immediately upon receiving a request from an Australian Court of Law, regulatory or government body; and

- will cancel a Certificate of Compliance where a Production Unit fails an Emissions Test in accordance with the provisions of Appendix 7.

### **Public Advice**

- The Certifying Body will list on its web site details of all Production Units. The status of a Production Unit will be specified under “status of certification” as one of the following (see Section 5.9):
  1. Current
  2. Suspended
  3. Cancelled

### **Appendix 5: Authorised Laboratories**

#### **Australian Home Heating Association**

Box 6, 26 Stirling Street, THEBARTON SA 5031

Phone: 08 8351 9288

Fax: 08 8351 9099

Email: demi@homeheat.com.au

#### **HRL Technologies**

Tramway Road, Private Bag 1, MORWELL VIC 3840

Phone: 03 5132 1500

Fax: 03 5132 1580

Email: gmooney@HRL.com.au

#### **Applied Research Services Ltd**

P.O. Box 687, Nelson, New Zealand

Phone: 64 3 5477347

Fax: 64 3 5472909

Email: applied@ts.co.nz

### **Appendix 6: Publication of New/Amended Documents**

New or amended requirements for Certification (including changes to the Standards) will be publicised in any of the following ways:

- Thinking Business (the SAI Global Magazine)
- Certifying Body Publications, including Technical Bulletins
- Public advertisements
- The Certifying Body's web site
- Direct with the Customer

## **Appendix 7: Compliance Verification**

- Compliance Verification will consist of a Design Specification Test and Labelling Inspection of a randomly selected Production Unit, in accordance with the Standards.
- Compliance Verification is distinct from and in addition to the Design Specification Testing of Production Units conducted within 3 months of issuing a Certificate of Compliance as described under Section 5.3.
- The Certifying Body will immediately suspend the Certificate of Compliance for any Production Unit failing Compliance Verification. The suspension will remain in force until such time as the Certifying Body advises the Customer otherwise in writing.
- Upon suspension, the Customer may apply for a second Compliance Verification at the Customer's expense. If the randomly selected Production Unit passes the second Compliance Verification, the Certificate of Compliance will be reinstated. If the randomly selected Production Unit fails the second Compliance Verification, the suspension will remain and details of the make and model of the Production Unit may be publicly released by the Certifying Body.
- Where a Production Unit fails two consecutive Compliance Verifications, the Customer may then apply to have an Emissions Test performed by an Authorised Laboratory on the relevant Production Unit. If the randomly selected Production Unit passes the Emissions Test, Certification will be reinstated. If the randomly selected Production Unit fails the Emissions Test, Certification will be cancelled.
- The Customer shall not distribute for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Certificate of Compliance has been suspended or cancelled.
- The Customer shall take all reasonable steps to inform all relevant distributors/retailers/wholesalers of any Production Unit for which a Certificate of Compliance has been suspended or cancelled.