

MANAGEMENT SYSTEM CERTIFICATION SCHEME REGULATIONS

1.3 MANAGEMENT SYSTEM CERTIFICATION SCHEME REGULATIONS

These Regulations set out BASEC's approach to the certification of the management systems of organisations. Separate Regulations set out BASEC's requirements for product certification. In order to be eligible for Product Certification and the award of a Product Marking Licence (which permits the use of the BASEC Registered Certification Trade Marks on products) it is required that the organisation achieves and maintains certification by BASEC to PCR Section 2.6, as set out in these Regulations.

1.3.1 Scope

Unless otherwise stated these Regulations apply equally to each of the following Schemes:

- a) Quality Management Systems to BS EN ISO 9001
- b) Environmental Management Systems to BS EN ISO 14001
- c) Health & Safety Management Systems to BS OHSAS 18001
- d) PCR Section 2.6 (necessary for a Product Marking Licence)
- e) Other Schemes for the certification of an organisation's management systems as offered by BASEC from time to time.

1.3.2 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" means an organisation which has applied for but has not yet been granted a Certificate.

"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 and authorising the use of the logo appropriate to the particular Scheme, in accordance with these Regulations and in recognition of the Certified Client's satisfaction of the requirements of the relevant Scheme.

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

"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.

"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.

"Appeals Panel" means a panel selected by the Chairman of the Board for the purpose of

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hearing appeals.

1.3.3 Eligibility for Certification

1.3.3.1 Certification by BASEC to the management systems Schemes set out above is available only to organisations operating within any of the following areas of scope:

- the manufacture of rod, wire, cable and cable accessories;
- the sale of rod, wire, cable and cable accessories;
- the manufacture and sale of components, materials or equipment associated with the manufacture and sale of rod, wire, cable and cable accessories; and,
- the provision of services associated with the design, manufacture, sale, installation, testing or recycling of rod, wire, cable and cable accessories.

1.3.3.2 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 are not within the scope defined above then BASEC may decline to process the application further.

1.3.3.3 An application may also be declined if the Applicant has had a previous certificate cancelled by BASEC under circumstances which would prejudice the reputation of BASEC.

1.3.3.4 Following assessment of eligibility, BASEC will issue to the Applicant a formal quotation for the processes of establishing and maintaining certification. The costs of preliminary assessment activities may be incorporated into the quotation or quoted separately. The terms of any quotation may be altered subsequently as more information is obtained about the Applicant.

1.3.3.5 Following acceptance of the quotation by the applicant, BASEC will begin initial assessment activities, which will be in a number of stages. 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 the acceptability of the application and the level of assessment activity required, including the ownership and organisational structure of the organisation, its establishment and facilities, professed capabilities, 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.

1.3.3.1 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.

1.3.3.2 Applicants whose applications are declined by BASEC under any of the above circumstances may make an appeal to the BASEC Appeals Panel.

1.3.4 Certification Process

1.3.4.1 The BASEC Board is the sole authority by which certification may be granted, but this authority is delegated to the Chief Executive and BASEC staff for day to day operations.

1.3.4.2 Applicants for certification against any of the BASEC Schemes shall submit to BASEC:

- a) a completed Application Form signed in the defined place to signify that the

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Applicant will abide by these Regulations and with the rules, regulations and requirements of the particular Scheme (copies are available on request from BASEC);

b) a copy of the requisite documentation in English as set out on the Application Form or in written requirements from BASEC.

1.3.4.3 For certification in relation to ISO 9001, ISO 14001, OHSAS 18001 and under PCR Section 2.6, applications must normally cover all operations / facilities on each site for which certification is sought.

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

1.3.4.5 For PCR Section 2.6 certification and any UKAS accredited management system certification Schemes BASEC will conduct initial assessments in two stages separated by a defined period.

1.3.4.6 On successful completion of all initial assessment activities and the clearance of non-conformities by the Applicant, certification will be granted and Certificate(s) issued.

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 stage 1 audit concerns of potential Major NCs are raised, then stage 2 may not result in a successful outcome. In the event potential Major NCs are raised at Stage 1, the auditor will evaluate the related risks and will discuss with your representatives the positive and negative aspects. We would, in general recommend that we still continue with the stage two 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), to ensure that they are implemented, to ensure that you have the required production capability for the scope requested and to ensure that 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.

1.3.4.7 Certificates are valid for three years from the date of issue until formal recertification, withdrawal or amendment of certification by BASEC, and subject to the payment of the applicable fees. Certificates shall remain the property of BASEC.

A Stage 1 audit may be also required during **re - certification** of Management Systems, in situations where there have been significant changes to the management system, the organisation, or the context in which the management system is operating (e.g. changes to legislation) and any resulting costs may be invoiced or quoted separately.

1.3.4.8 BASEC shall keep at its offices a record in which shall be entered the name, address, trade and description of every Certified Client, the date of issue, re-issue, suspension or cancellation of all Certificates, the unique certification number allocated to the Certified Client, the scope of

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certification and any other particulars which BASEC may from time to time deem necessary. Summary information from this record will be made publically available on the BASEC website.

- 1.3.4.9 A Certified Client's right to any Certificate is not transferable without the permission in writing of BASEC.
- 1.3.4.10 If a Certificate is lost or inadvertently destroyed the Certified Client 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.
- 1.3.4.11 Copy Certificates may be given if the Certified Client makes a written application detailing the proposed use of these copy Certificates. A charge will be made for these services.

1.3.5 Scheme Logos

- 1.3.5.1 Each Scheme has a unique logo which is depicted on the appropriate Certificate. The Scheme logos are Registered Trade Marks of BASEC, they remain the property of BASEC, and may only be used by Certified Clients in accordance with Rules published from time to time by BASEC.
- 1.3.5.2 Applicants may not under any circumstances make reference to BASEC, use any Scheme logo or Registered Trade Mark, use the BASEC name in any way, or refer to their application in any communication or promotional material without the written permission of BASEC.
- 1.3.5.3 A Certified Client is entitled to use the logo appropriate to each Scheme for which they hold a valid Certificate, subject to the conditions specified in these Regulations as follows:

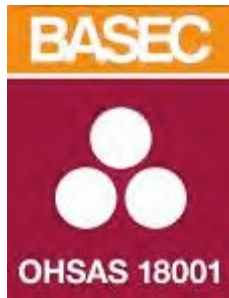


Quality Management Systems to BS EN ISO 9001



Environmental Management Systems to BS EN ISO 14001

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Health & Safety Management Systems to BS OHSAS 18001



PCR Section 2.6

- 1.3.5.4 Certified Clients are not permitted to use any Management System Scheme logo in connection with any product for which separate Product Certification may be obtained from BASEC. A logo may not under any circumstances be used directly on or closely associated with products in such a way as to imply that the products themselves are certified by BASEC unless the Certified Client is the holder of a separate BASEC Product Certification Licence authorising the use of the BASEC Registered Certification Trade Marks in relation to such products. In particular, the Certified Client may not use any logo in association with any product, or in connection with any laboratory test, calibration or inspection report, where any Certificate(s) held relate(s) only to management systems and a Product Certification Licence is not held for that product. A suggested use of the Management System scheme logo is: <Clients name> is applying a <.....(1).... Management System> certified by BASEC to <management system standard> - (1) e.g. Quality.
- 1.3.5.5 The relevant logo may be used by the Certified Client only in accordance with the BASEC Rules for the Use of Marks and must always be used in conjunction with the Certified Client's name and address as stated on the Certificate, and have the Certificate number adjacent to it. **For UKAS accredited schemes the latest issue of rules set by UKAS and by the UK Government for the use of the UKAS accreditation symbols apply.**
- 1.3.5.6 The relevant logo may only be used in correspondence, advertising and promotional literature and must not be used except in connection with those sites listed on the Certificate or schedule thereto.
- 1.3.5.7 The Certified Client shall discontinue any use of the logo which is unacceptable to BASEC and any form of statement relating to the certification which, in the opinion of BASEC, might be misleading. In cases of blatant misuse the Certificate may be summarily withdrawn at the discretion of BASEC.
- 1.3.5.8 The Certified Client shall, upon the suspension or withdrawal of any Certificate, forthwith cease any claim of BASEC certification, and discontinue the use of the BASEC logos, certificate(s) and all advertising or promotional material which uses or makes any reference to them. In addition, any other documents in the possession of the Certified Client which

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bear any reference to the certification of the Certified Client by BASEC shall, if BASEC requires, be so treated as to erase the reference.

1.3.6 Obligations of Applicants and Certified Clients

- 1.3.6.1 The Applicant or Certified Client shall at all times comply with these Regulations, with the requirements of the certification schemes for which they are being assessed and related documents issued by BASEC from time to time and shall pay all charges relevant to the Scheme(s).
- 1.3.6.2 If a Certified Client 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.
- 1.3.6.3 The Applicant or Certified Client shall promptly notify BASEC of any changes in name, address, documentation, organisational ownership or structure, or other circumstances which may affect the validity of the Certificate.
- 1.3.6.4 The Applicant or Certified Client 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 the Certificate is performed for the purpose of surveillance or establishing that the procedures on suspension or cancellation of a Certificate described above have been carried out.
- 1.3.6.5 The Applicant or Certified Client 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 replacement nominees as may be necessary) who shall be responsible for all matters in connection with the requirements of the relevant Scheme(s).
- 1.3.6.6 If the relevant premises or sites are in a country for which a visa is required for BASEC personnel, the Applicant or Certified Client shall facilitate and expedite the obtaining of a visa for the period which BASEC has allocated for assessment and / or routine surveillance.
- 1.3.6.7 The Applicant or Certified Client shall keep for inspection by BASEC a record of all complaints and remedial actions relative to the scope of the relevant Certificate.
- 1.3.6.8 The Applicant or Certified Client shall notify BASEC of any breach, potential, alleged or otherwise, of statutory or legislative regulations, as soon as recognised or notified, as appropriate.
- 1.3.6.9 Any certification documents provided by the Applicant or Certified Client (certificate holder) shall be supplied in their entirety.

1.3.7 Obligations of BASEC

- 1.3.7.1 For ISO 9001, ISO 14001, OHSAS 18001 and PCR Section 2.6 schemes BASEC shall, at its own discretion, send a representative to the Applicant / Certified Client not less than twice in any year, for the purpose of verifying that the obligations of the Applicant / Certified Client in respect of these Schemes are being met.
- 1.3.7.2 BASEC shall notify the Applicant or Certified Client 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.
- 1.3.7.3 BASEC shall on a regular basis review and revise as necessary the risk-based assessments

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conducted during the application process for each Applicant and Certified Client. The outcome of this review will be communicated to the Applicant / Certified Client. The terms of BASEC's contract with the Applicant / Certified Client may be amended from time to time as a result of this review.

1.3.7.4 BASEC shall not disclose any confidential information relating to the Applicant/ Certified Client unless required to do so by law.

1.3.7.5 BASEC shall notify the Applicant / Certified Client as necessary of any complaints relating to its certification.

1.3.8 Fees Payable to BASEC

1.3.8.1 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 Certificate issued.
- c) Fees for Certification assessment, surveillance, recertification, re-issue or endorsement of the Certificate and for administration such as shall from time to time be determined by BASEC to be fair and appropriate.
- d) As appropriate, the fees may be charged to cover travel, subsistence and administration.
- e) A final assessment fee upon termination of the certification if such assessment is required by BASEC.
- f) Any additional costs incurred by BASEC due to the Applicant or Certified Client's non-compliance with these Regulations, or the particular rules, regulations and requirements of a particular Scheme, e.g. special visits.

1.3.8.2 There shall be no discrimination in the level of fees charged and all Applicants and Certified Clients shall be charged at an identical rate for a particular service, but additional costs will be charged arising from the extra costs of travel, subsistence and administration.

1.3.8.3 Any Applicant or Certified Client 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 and in such cases shall give the Applicant / Certified Client notice in writing of such cancellation.

1.3.9 Suspension

1.3.9.1 If BASEC at any time is satisfied that either:

- a) the Certified Client is failing to conform to the particular rules and requirements of the relevant Scheme; or,
- b) the Certified Client no longer meets the requirements set out in these Regulations;

then suspension of certification may be considered until conformity is again achieved.

1.3.9.2 Other conditions under which BASEC may suspend or cancel certification are stated in BASEC's Terms and Conditions of Business.

1.3.9.3 If BASEC decides that the matter is not urgent or there has in BASEC's view not been a

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history of such failings, one month's written notice may be given of the intention to suspend certification unless appropriate action is taken by the Certified Client to remedy the failing(s).

- 1.3.9.4 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.
- 1.3.9.5 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.
- 1.3.9.6 On suspension of certification the relevant provisions with respect of the use of logos and certificates during suspension as set out above must be implemented by the Certified Client. BASEC will publish a notification of suspension on the BASEC website.
- 1.3.9.7 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 Certified Client 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.
- 1.3.9.8 Within 30 days of the start of a suspension BASEC shall conduct a review of the suspension, taking account of the actions by the Certified Client 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.

1.3.10 Lifting of Suspension and Reinstatement of Certification

- 1.3.10.1 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.
- 1.3.10.2 Following the lifting of suspension, BASEC will review and revise as necessary the risk-based assessment conducted for the Certified Client. The outcome of this review will be communicated to the Certified Client. The terms of BASEC's contract with the Certified Client may be amended as a result of this review.

A special or even a stage 2 audit may be required before the re-issue of certificates is decided.

1.3.11 Withdrawal of Certification

- 1.3.11.1 The powers of withdrawal of certification given by these Regulations shall be exercised by BASEC giving notice to the Certified Client that certification has been withdrawn. BASEC may give notice withdrawing certification if the Certified Client 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 Certified Client will be given not less than twelve months notice of the withdrawal of certification.
- 1.3.11.2 Withdrawal of certification may also be invoked where the Certified Client 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.

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- 1.3.11.3 Upon receipt of a notice of withdrawal, the Certified Client shall immediately cease the use of and surrender the BASEC certificate(s), remove from use any marketing material or other public display of the BASEC certificate(s), logo(s) and the BASEC name, except as expressly granted in writing by BASEC.
- 1.3.11.4 The Certified Client will be liable for any reasonable costs necessarily incurred by BASEC in association with the withdrawal of certification.
- 1.3.11.5 Any Certified Client which has its certification withdrawn will not be accepted for re-application for certification within six months of the date of that withdrawal. Following acceptance of any subsequent re-application, BASEC may impose additional requirements, in consultation with the BASEC Certification Committee.

1.3.12 Appeals

- 1.3.12.1 An Applicant or Certified Client may appeal to the BASEC Appeals Panel against any refusal by BASEC to process an application, the refusal to issue or reissue certification, or the withdrawal of certification. Such appeal shall be initiated by a notice in writing addressed to the Chief Executive served within fourteen clear days after the date of service of the refusal or cancellation notice issued by BASEC.
- 1.3.12.2 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 or Certified Client shall be given at least seven clear days' notice of the time and place of such meeting.
- 1.3.12.3 The decision of BASEC shall stand pending the decision of the BASEC Appeals Panel.
- 1.3.12.4 At the meeting of the BASEC Appeals Panel the Applicant / Certified Client and BASEC shall be entitled to be heard in confidence.
- 1.3.12.5 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 / Certified Client within five days of the hearing.

1.3.13 Amendment of Regulations

- 1.3.13.1 These Regulations and associated rules may from time to time be altered by BASEC.
- 1.3.13.2 No such alteration shall affect the right of any Certified Client to use the BASEC logos 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 Certified Client 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.

1.3.14 Notices under the Regulations

- 1.3.14.1 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 / Certified Client, at or to its address for the time being (registered office where applicable).
- 1.3.14.2 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.