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Telecommunication Equipment Certification Scheme

Terms, Conditions, and Obligations of the Applicant and Certificate Holder

1. Preface

The Telecommunication Equipment Certification Scheme (TECS) offered by Comtest Certification Body is based on a type test scheme, which is one where a representative sample is provided for testing and certification, and does not include any surveillance activities or ongoing product quality control.

Ongoing conformance of the product with the standard is the responsibility of the client and the Australian manufacturer or importer.

This document sets out the Comtest Certification Body Pty Ltd terms and conditions for granting a Certification Body Statement for a telecommunications product and the obligations of the Applicant that must be satisfied to firstly obtain approval certification and then to maintain the validity and currency of the certificate.

2. Definitions

2.1 General

ACMA	Australian Communications and Media Authority
CCB	Comtest Certification Body Pty Ltd
Certificate	The Certification Body Statement issued by CCB
Client	The registered business who is applying to be the Holder of a Certificate
JASANZ	Joint Accreditation System of Australia and New Zealand
TECS	The <i>Telecommunication Equipment Certification Scheme</i> as operated by Comtest Certification Body

2.2 Associated Documentation

TCB-Application-01	Application Form
CCB-04	Application Guide
CCB-05	Terms & Conditions
CCB-07	Schedule of Fees

3. Terms, Conditions and Obligations

The Application Form, Application Guide, and Schedule of Fees all form part of these Terms, Conditions and Obligations. These documents may be obtained freely from the Comtest Certification Body website (<https://comtestcertificationbody.com.au/terms-and-conditions/>), or by contacting Comtest Certification Body via details given in Section 21 of this document.

All information as required by the Application Form must be provided prior to assessment. The Application Form must be completed in full and signed and dated by the Client or their Agent.

Deviations from the Terms, Conditions and Obligations of a Certificate Holder of a product will make the Certificate null and void.

All changes to the Client's details, product and/or manufacturer must be notified immediately and assessed by Comtest Certification Body.

The application is to be accompanied with all relevant documentation:

1. Test Report/s demonstrating compliance of the product to the applicable Standards
2. Detailed colour photographs
3. Technical documents
4. Sample where required
5. Application fee
6. Either –
 - a. Signed Declaration by the Client
 - b. Letter of Authorisation signed by the Client, authorising their Agent to submit the application

4. Foundation for Claim of Compliance

A Certificate is issued for telecommunication products that show compliance with the relevant ACMA Technical standards. Certification is based on the following information supplied in relation to the product:

1. any Endorsed Test Report demonstrating compliance with all or part of the Applicable Technical Standard;
2. any Test Report from a Testing Body demonstrating compliance with all or part of the Applicable Technical Standard;
3. any design analysis of the Item;
4. any electrical safety certificate issued under a law of a State or Territory that deals with the safety of electrical equipment (e.g. a Certificate of Conformity or Certificate of Suitability given by an electricity safety authority of a State or Territory, or Recognised External Certification Scheme (RECS) Certifiers);
5. any IECEE CB Test Report that is accompanied by an IECEE CB Test Certificate;
6. any relevant statement or certificate of compliance issued by a body recognised under a Mutual Recognition Agreement (MRA).

All products must meet the requirements of the current Technical Standard at the time of certification.

5. Product Samples

A sample may be requested if there is a specific requirement such as; but are not limited to:

1. If ambiguous or incomplete information has been supplied in the test report and/or supporting information
2. A safety issue has been identified regarding the particular type of product that requires review
3. Review of the information supplied indicates an issue that needs to be investigated

At the conclusion of certification process and after any evidential requirements, notification will be provided in writing to the Applicant that the item is ready for collection.

At the end of 30 days after sending the notice, if the item has not been collected, CCB may dispose of the item in a manner they consider appropriate and the Applicant will not be entitled to claim for the item or any loss or damage to it.

After examination and testing, the product may not be operational, or in an unsafe condition and will be labelled accordingly.

6. Changes and Modifications

6.1 General

Certification does not automatically apply to modified products.

Any modifications must be communicated to CCB for re-evaluation immediately and prior to supply of the modified product.

An appropriate review fee as listed in CCB-07 applies.

In all cases, Application Form *TCB-Application-01* is to be completed, signed and forwarded to CCB.

All modifications will require an evaluation to establish compliance to the relevant Standard.

6.2 Technical Modifications

Technical Modifications may include modified additional models or other technical changes that would affect compliance under the original Certificate.

Where modifications constitute a new type of product the Client shall apply for a new Certificate.

6.3 Administrative Modifications

Administrative Modifications may include a model number change, additional trade name or other non-technical change where a test report is not required.

6.4 Change in Client Details

Client Modifications may include changes to the business name, ABN, ACN, ARBN, business address or contact details or change of ownership.

7. Transfer of Certificates

Certificates can be transferred to another business entity.

Both parties must provide written authorisation to CCB, and the new Certificate Holder is to complete the Application Form. If the changes are accepted, the Certificate is re-issued.

8. Fees

1. The Schedule of Fees is set out in CCB-07 and is available on the CCB website.
2. The application fees are based on a single review and processing of documentation.
3. Where additional time is required to review and process additional information, charges at the published rate will be applied.
4. If complex modifications and numerous models are submitted with an application for Certification an additional fee may apply.
5. Upon application, the Client will be issued an invoice detailing total fees.
6. Fees may be paid by Credit Card, Electronic Funds Transfer (EFT), or cheque.
7. Invoices must be paid by the Client within 7 days.
8. Payment is required irrespective of certification status. The completion of review is not linked to any positive or negative outcome of certification.
9. CCB reserves the right to refuse to provide additional services to the Client, and any related party, until all outstanding fees are paid in full.
10. CCB may elect to bring legal action for the collection of unpaid fees in any court having competent jurisdiction.
11. Unless otherwise agreed, a service charge 1.5% per day may be charged on all sums not paid within a 45-day period after date of billing.

9. Non-Conformities during Application Process

If non-conformities are identified during the application evaluation process, they shall be documented and raised with the applicant.

Only when all non-conformities are satisfactorily addressed shall the certification process be completed.

10. Marking of Products

Marking shall be in accordance with the *Telecommunications (Labelling Notice for Customer Equipment and Customer Cabling) Instrument 2025*.

Products must not be labelled with the RCM until the requirements of all the applicable ACMA labelling notice is met.

When the RCM is used it must be in accordance with the requirements as detailed in AS/NZS 4417.1:2012 and AS/NZS 4417.2:2020.

11. Obligations of Clients

1. Claims for certification shall only be made in respect of products that fall within the scope of the certification scheme and have been certified by the Scheme.
2. Any modification to the product must be presented to CCB for assessment.
3. The Client has an obligation to take appropriate actions to ensure that manufactured products offered for sale are the same as the approved product.
4. Clients must ensure payments for certification fees are made at the time of the submitted application.
5. Clients must either sign the Application Form or provide their authorised consultant with a Letter of Authorisation.
6. The Client must make available any samples, drawings, specifications, documentation, reports and records that CCB require in the course of issuing and maintaining certification.
7. The Client shall only make claims regarding certification in respect of the scope in which the certification has been granted.
8. The Client must not use certification in such a manner to bring the certification body into disrepute and shall not make any statement regarding its product certification that the certification body may consider misleading or unauthorised.
9. The Client may not reproduce the certificate except in full, unless permission is obtained in writing from Comtest Certification Body.
10. The Client shall ensure that no certificate or report nor any part thereof is used in a misleading manner.
11. The Client may make reference to its product certification in communication media, in accordance with the other requirements of these Terms, Conditions, and Obligations,
12. When the RCM mark is used it must be in accordance with the requirements as detailed in the ACMA labelling notices and AS/NZS 4417
13. The Client must keep a record of all complaints relating to the products compliance with the relevant standard and make these available to Comtest Certification Body Pty Ltd on request.
 - a. The Client must take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and document the actions taken.
14. The Client shall inform Comtest Certification Body immediately of any changes that may affect its ability to conform with the certification requirements.

12. Period of Validity

A Certificate is valid for five years from date of issue. A certificate may be renewed prior to the certificate's expiry date.

A Certificate in relation to an item must be kept for a period ending two years after the item or all items of a class of items cease to be supplied in Australia, whichever is the later.

A Certificate may be withdrawn, suspended or cancelled during the certification life cycle in some circumstances: for example where changes have been made to the product and Comtest Certification Body have not been notified of the change.

Where amendments to the existing standards are published the certificate remains valid.

On modification of the product, the product shall comply with any published amendment or new version of the applicable standard/s.

13. Withdrawal, Suspension, Cancellation or Expiry of Certification

CCB may withdraw, suspend or cancel Certificates where a breach of the terms, conditions and obligations specified herein has been substantiated or at the legal direction from an officer of a government regulator.

The Client shall in these circumstances ensure all certificates are returned to Comtest Certification Body and there shall be no reference to the certification in any public form such as advertising, promotions, literature, or on any internet web page.

If during the application process, or after approval is given, it is determined that false information or an incorrect sample knowingly has been supplied by the client the certification will automatically be invalid and the certificate will be immediately withdrawn.

The Client may, at any time, request in writing that their Certificate be withdrawn or cancelled.

14. Changes of Comtest Certification Body Certification

Prerequisites

CCB shall publish notification to the CCB website homepage and by email to affected Clients in regard to:

1. Technical standards changes, regulatory revisions, and legislative changes by the ACMA and/or a relevant legislative body
2. Changes to the approval process that may or will affect the application requirements

Notification will be given by CCB within 7 days of this information being known.

15. Management of Certification Documentation

Certificates remain the property of Comtest Certification Body with consent given to the successful applicants to be Holders of the Certificate.

16. Complaints, Appeals, and Disputes

A complaint or appeal or dispute for a decision made during the certification process can be addressed in writing to the via the CCB website or by email to ccb@comtest.com.au.

A member of Comtest Certification Body will respond within 2 working days of receipt of this notice.

17. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in any certificate, document, quotation acknowledgements, shall be subject to correction.

Clients will be notified immediately upon any such error or omission being made known

18. Confidentiality

CCB shall be responsible, for the management of all information obtained or created during the performance of certification activities.

CCB shall make the following information available via the JASANZ Register within 7 days of Certificate issue:

1. Certificate number, issue date, expiry date
2. Client name and address
3. Certified product model number and description
4. Applicable standard

Other than the information listed above - except where the Client makes publicly available, or when agreed between the CCB and the Client, all other information is considered proprietary information and shall be regarded as confidential.

19. Force Majeure

Comtest Certification Body shall not be liable to the Client for any loss or damaged directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delays in transportation of any other cause beyond Comtest Certification Body control.

20. Proper Law

The contract and these conditions of approval shall be governed by Victorian Law and the Victorian Courts shall have exclusive jurisdiction in connection herewith.

Comtest Certification Body has applied for accreditation as a Certification Body in accordance with the Telecommunications (Approving Body) Determination 2017, which specifies the Joint Accreditation System of Australia and New Zealand (JASANZ) as the approving body for the purposes of section 410 of the Telecommunications Act 1997.

21. Contact Information

Website: www.comtestcertificationbody.com.au

Email: ccb@comtest.com.au

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