Content

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20VD200v230_UK_230403

1 Area of application

The certification program at hand applies to the certification of products in the scope of application of the Statutory Instrument 2016 No. 1107 as amended.

2 Certification procedure

2.1 Selection - Evaluation step I

1. Has a written application for examination / certification been submitted to the IBExU® UK? (The application forms / forms can be found on www.ibexu.uk in the respective service sectors.)
2. Has the requested scope of examination / certification (incl. relevant Designated Standards etc.) been clearly defined?
3. Are the products requested for certification covered by the scope of the IBExU UK Ltd. (hereinafter referred to as "IBExU® UK")?
4. Do the products requested for certification fall within the scope of application of
   - Statutory Instrument 2016 No. 1107 as amended?

IBExU® UK is entitled to reject an order. The applicant shall be informed about the rejection in writing.

If IBExU® UK accepts an order, a contract is only concluded with the order confirmation sent by the IBExU® UK.

The general terms and conditions and the general terms of contract published on www.ibexu.uk/general-terms apply.

2.2 Check of prerequisites - Evaluation Step II

1. Have the required documents been submitted
   - marked accordingly as such
   - in a sufficient quantity
   - in English and
   - in an adequate format?

   Do they document completely the implementation of the scope of auditing / certification applied for?
2. Are the required test models available
   - in a sufficient quantity
   - in the respective processing steps and
   - if necessary, with associate accessories / spare parts?
3. Do the test models comply with the test documents?
   (The customer is obliged to provide exclusively test models which comply with the test documents.)
4. Does the test model have to be subjected to any experimental tests?
   (Test models can soil or wear out or they can be destroyed in the experimental tests. IBExU® UK shall not be liable for impairment or damage to test models caused by the experimental tests.)

The general terms and conditions and the general terms of contract published on www.ibexu.uk/general-terms apply.

2.3 Assessment

1. Do the test documents meet the applicable requirements?
2. Do the test models meet the applicable requirements?

IBExU® UK will inform the customer, if the test documents / test models do not meet the applicable requirements. The customer has the right to make improvements or to cancel the order. IBExU® UK does not make any revisions or amendments of test documents.

Corrections are not part of the original order, they are charged according to the expenses incurred by further reviews. A review of corrections starts from the time when the customer has submitted further documents to the original order.

The customer has to inform the IBExU® UK in writing, if he has decided to cancel the order. The termination of an order will be confirmed by the IBExU® UK in writing.

If both the test documents and the test models meet the applicable requirements, the IBExU® shall sign the test documents as “checked”.

Applicable requirements

The applicable requirements are due to the scope of examination / certification applied for. According to the scope of examination / certification, the following regulations are consulted in particular, but not limited to, for the assessment:

- Statutory Instrument 2016 No. 1107 as amended
  incl. the:
- respective essential health and safety requirements
- applicable provisions of the corresponding Designated Standards or other relevant technical specifications

2.4 Decision on certification

After the assessment (2.3), the certification will be decided upon.

After an assessment (2.3) with positive result, the certification is granted, maintained and / or extended according to the requested scope of certification.

However, depending on the result of the assessment (2.3), the certification may also be limited, suspended and / or withdrawn.

The general terms and conditions and the general terms of contract published on www.ibexu.uk/general-terms apply.

2.5 Documentation of certification

After a positive decision on certification (2.4), the customer will receive an official confirmation of conformity. This confirmation is usually given in form of a report as well as a corresponding conformity document.

The general terms and conditions and the general terms of contract published on www.ibexu.uk/general-terms apply. IBExU® UK is entitled to suspend, refuse or restrict a conformity document, if

1. the holder of the certificate no longer fulfills the obligations arising from the certification program or from the contract concluded with the IBExU® UK,
2. it was noticed that the holder of the certification document has deceived or attempted to deceive the IBExU® UK or its representatives,
3. in particular the sign of conformity or the conformity document are used for a misleading or other inadmissible advertising,
4. the sign of conformity or the conformity document is misused,
5. the legal regulations for marketing are not observed,
6. the health and safety requirements have changed or relevant changes have occurred in the application of draft standards compared to the adopted standard with regard to the standardized requirements, unless it has been determined by a chargeable verification that the product meets the changed requirements
7. the conformity document is used for products or areas for which it has not been issued
8. defects are subsequently found in the products which were not identified during the inspection and which were not remedied within the specified period despite a written request by the approved body, or facts otherwise become known which would have prevented a certificate from being issued
9. the legal basis for the certification of a product is no longer given
10. in the case of QA-systems, the requirements on which the assessment was based have changed, taking into account transitional periods, unless it has been established by means of subsequent assessment, for which a charge is made, that the QA-system complies with the changed requirements
11. in the case of QA-systems, the certificate is used for operating areas for which it was not issued
12. defects are subsequently discovered in the QA-system that were not identified during the assessment, or facts otherwise become known that conflict with the issuance of a certificate.

3 Place of performance

IBExU® UK located in

IBExU UK Ltd.
Bristol Road South · Regus Park House
Birmingham · B45 9AH | United Kingdom

is responsible for performing the steps described in 2. However, these steps are subcontracted or contracted (with exception of steps 2.4 and 2.5) and performed at the subcontractor's or contractors registered office.

Where other agreements are made, the alternative place of performance must fulfil the same conditions as the original place of performance.

4 Subcontracting

IBExU® UK is entitled to subcontract (partial) examinations, whether or not an alternative place of performance is agreed upon between the customer and the IBExU® UK. Subcontracts are only concluded with authorities that are equivalent to the IBExU® UK and only after consultation with the customer.

The expenses incurring by subcontracting will separately be listed and invoiced to the customer.

5 Storage of test models

The customer is entitled to collect the provided test models in the condition being after the (experimental) examination within three months after completion of the certification procedure (2) or to charge a transport company for the collection of the test models.

IBExU® UK and its subcontractor(s) are to be informed in writing about the date of collection at least five working days prior to the scheduled collection date. If a transport company is charged with the collection, the respective transport order has to be sent to the IBExU® UK and its subcontractor(s).

The times for the receipt and collection of goods are published on www.ibexu.uk/company.

After expiry of the mentioned period the provided test models will be disposed of. The costs for disposal will be invoiced to the customer afterwards.

6 Use of conformity documents and signs of conformity

1. Reports and conformity documents may only be used unchanged, in the full wording and with indication of the date of issue.
2. In accordance with the applicable requirements, the holder of a conformity document is entitled and obliged to affix the sign of conformity on the products complying with the tested models as specified in the conformity document.
3. Without any consultation with the holder of a conformity document, the IBExU® UK is entitled to inform other equivalent bodies about issued conformity documents.

7 Holders of conformity documents - Obligation to provide information

7.1 Changes

The general terms and conditions and the general terms of contract published on www.ibexu.uk/general-terms apply. The holder of a conformity document (usually the customer) has to inform the IBExU® UK about any essential change planned in the company, for example, changes in the company name, owners, location, locations of production sites, etc.
IBExU® UK checks each case individually and then decides whether:

- a new issue is released
- re-assessment is necessary
- a new certificate is necessary

After review and evaluation of the indicated changes, the IBExU® UK will take a decision on certification (2.4) and inform the customer about it. Depending on decision, the customer can be informed by means of a conformity document (2.5).

Note:
Certificates issued acc. to Part 7 of Statutory Instrument 2016 No. 1107 Schedule 3A as amended cannot be changed or supplemented. Changes in these certificates are only possible in case of formal typing errors. This excludes any professional or technical change.

The expenses incurring in the context of the mentioned activities will be invoiced to the customer.

7.2 Objections

Holders of conformity documents must inform the IBExU® UK immediately and without being asked about all objections concerning the maintenance of conformity of manufactured products with the respective applicable requirements. Holders of conformity documents shall keep records of all objections, the remediation of objections as well as the future avoidance. These records shall be made available to the IBExU® UK.

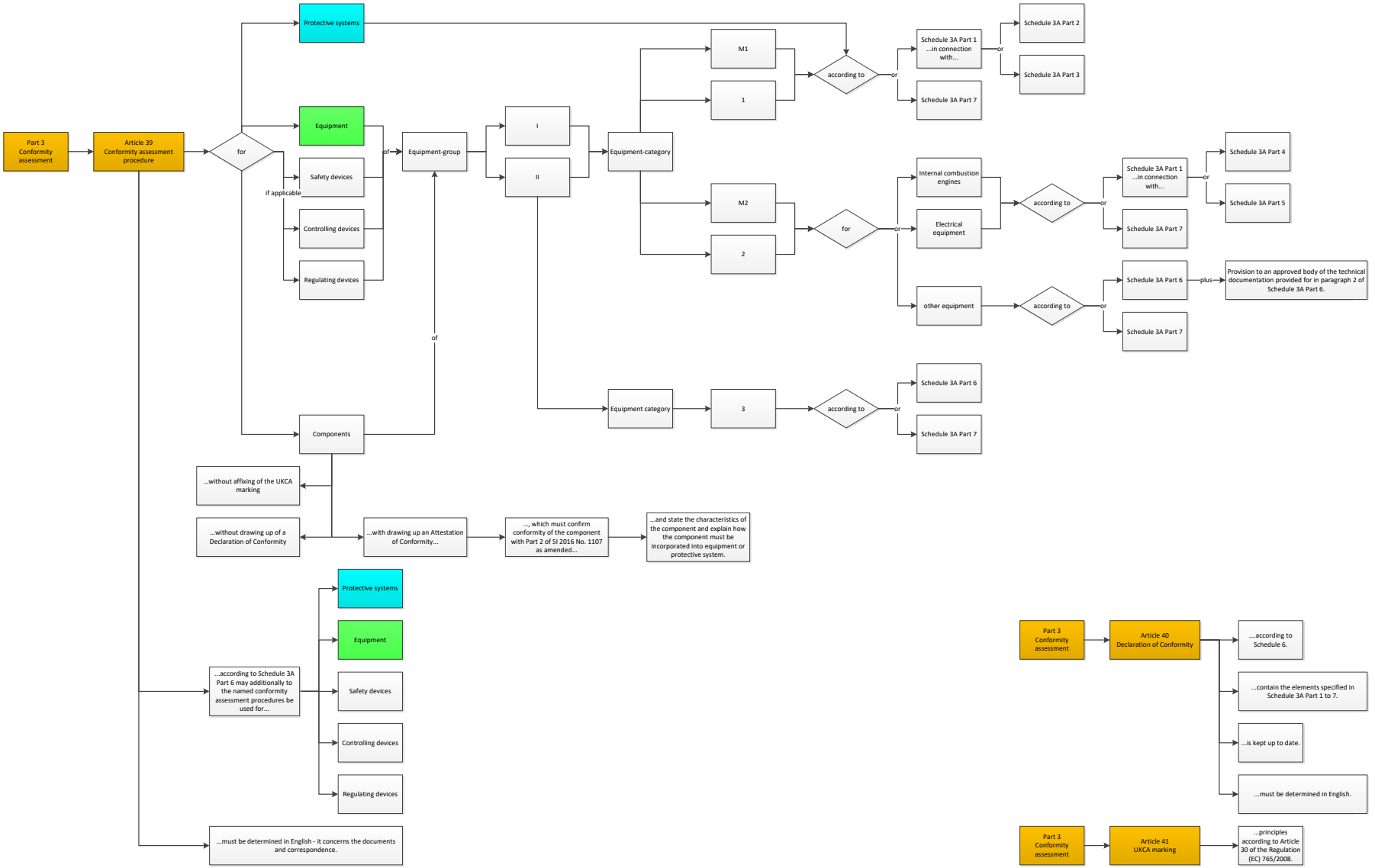
8 Complaints and appeals

The general terms and conditions and the general terms of contract published on www.ibexu.uk/general-terms apply.

If no agreement is reached on a complaint, an arbitration procedure may be conducted by another authority that is equivalent to the IBExU® UK. IBExU® UK shall bear the costs of the arbitration procedure, if a complaint was justified. If a complaint was unfounded, the customer shall bear the costs of the arbitration procedure.

If no agreement about a complaint can be reached, it will be presented to the mechanism to save the neutrality. The mechanism to save the neutrality which comprises various interested parties will process the appeal and inform both the IBExU® and the customer about the decision taken. In addition, a representative of the mechanism to save the neutrality will inform the respective notified authority (BEIS).

I Annex


Part 3 Conformity assessment
Article 39 Conformity assessment procedure
for
Protective systems
Equipment
Safety devices
Controlling devices
Regulating devices
if applicable
of
Equipment-group
I
II
Equipment-category
M1
1
M2
2
according to
for
or
Schedule 3A Part 1 ...in connection with...
Schedule 3A Part 2
Schedule 3A Part 3
Schedule 3A Part 7
Internal combustion engines
Electrical equipment
other equipment
Schedule 3A Part 4
Schedule 3A Part 5
Schedule 3A Part 6
plus
Provision to an approved body of the technical documentation provided for in paragraph 2 of Schedule 3A Part 6.
Components
Equipment category
3
...without affixing of the UKCA marking
...without drawing up of a Declaration of Conformity
...with drawing up an Attestation of Conformity...
..., which must confirm conformity of the component with Part 2 of SI 2016 No. 1107 as amended...
...and state the characteristics of the component and explain how the component must be incorporated into equipment or protective system.
...according to Schedule 3A Part 6 may additionally to the named conformity assessment procedures be used for...
...must be determined in English - it concerns the documents and correspondence.
Part 3 Conformity assessment
Article 40 Declaration of Conformity
...according to Schedule 6.
...contain the elements specified in Schedule 3A Part 1 to 7.
...is kept up to date.
...must be determined in English.
Part 3 Conformity assessment
Article 41 UKCA marking
...principles according to Article 30 of the Regulation (EC) 765/2008.

Schedule 3A	Description			
Part 1	Type examination is a	(the first) part of a	conformity assessment procedure	(a second part is required)
Part 2	Conformity to type based on quality assurance of the production process is a	(the second) part of a		
Part 3	Conformity to type based on product verification is a			
Part 4	Conformity to type based on internal production control plus supervised product testing is a			
Part 5	Conformity to type based on product quality assurance is a			
Part 6	Internal production control is a	complete		(no further part is required)
Part 7	Conformity based on unit verification is a			

Schedule 3A	Description		
Part 1	involvement of an approved body is	required	
Part 2			
Part 3			
Part 4			
Part 5			
Part 6			, if applicable
Part 7			

Schedule 3A	Description				
Part 1	approved body examines the technical design of a product and verifies and attest that the technical design of the product meets the requirements of the Regulations that apply to it				
Part 2	manufacturer fulfils the obligations for:	a) manufacturing, c) UK marking, declaration of conformity and attestation of conformity	and ensures and declares that the products concerned	, which have been subject to the provision of verification by an approved body,	are in conformity with the type described in the Type examination certificate and satisfy the requirements of the Regulations that apply for them
Part 3					
Part 4		a) manufacturing, b) product checks, c) UK marking, declaration of conformity and attestation of conformity			
Part 5		a) manufacturing, c) UK marking, declaration of conformity and attestation of conformity			
Part 6		a) technical documentation, b) manufacturing c) UK marking, declaration of conformity and attestation of conformity	and ensures and declares that the product concerned	, which has been subject to verification by an approved body,	is in conformity with the requirements of the Regulations that apply for them
Part 7					satisfy the requirements of the Regulations that apply for them