



## **Terms and Conditions Reliance Technical Service Limited**

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## 1 Introduction

### 1.1 Summary and Purpose

This document is to provide potential clients and applicants with some of the information they need before they place an order with RELIANCE TECHNICAL SERVICE LIMITED for inspection and Notified Body services. Much of the information is intended to be the basis of the contract between the client and RELIANCE TECHNICAL SERVICE LIMITED.

### 1.2 Scope and Applicability

This document applies to all the inspection and Notified Body services undertaken by RELIANCE TECHNICAL SERVICE LIMITED International.

## 2 Definitions

Applicant means the organisation, which is intended to, or has submitted an application for an EC-Type Certificate. The Applicant may be the manufacturer or their authorised representative.

Certificate means a certificate issued by RELIANCE TECHNICAL SERVICE LIMITED which states that the product complies with specified standards, and any copies issued by RELIANCE TECHNICAL SERVICE LIMITED.

UKAS means the United Kingdom Accreditation Service.

## 3 Terms and Conditions

This document applies to all agreements for the services and licences provided by RELIANCE TECHNICAL SERVICE LIMITED in connection with any Inspection or Notified Body Services

## 4 Services to be provided by RELIANCE TECHNICAL SERVICE LIMITED

RELIANCE TECHNICAL SERVICE LIMITED will provide the applicant with copies of the Certificate when all due fees have been paid.

## 5 Duties of the Applicant

The Applicant shall:

- give access, accommodation, and reasonable office facilities to RELIANCE TECHNICAL SERVICE LIMITED's and UKAS's staff at all reasonable and necessary times to enable them to assess the compliance of the System with the Standard by examination of information however held, by interviewing the Applicant's staff, and by examining processes and products;
- ensure that appropriate documentation, records and staff are available to ensure that RELIANCE TECHNICAL SERVICE LIMITED can effectively assess all relevant aspects of the system;
- only claim that it is certified with respect to those activities for which it has been granted certificate;
- not bring RELIANCE TECHNICAL SERVICE LIMITED into disrepute by inappropriate claims of certification;

- make its complaints file available to RELIANCE TECHNICAL SERVICE LIMITED and UKAS on request.
- comply with the requirements for certification, and supply any information needed for assessment;
- nominate for RELIANCE TECHNICAL SERVICE LIMITED approval a management representative and deputies as necessary to be responsible for all matters relating to the Certificate;
- keep copies of any evaluation reports and other associated documentation for a minimum of 10 years;
- inform RELIANCE TECHNICAL SERVICE LIMITED immediately if it becomes aware of any legal challenge regarding the safety or legality of any products or services that it provides that are covered by the scope of its RELIANCE TECHNICAL SERVICE LIMITED certification.
- pay RELIANCE TECHNICAL SERVICE LIMITED's fees as agreed;
- ensure that the applicant fulfils his obligations of this document

## 6 Application for EC-Type Examination

Any application made to Reliance Technical Service Limited shall include:

- The name and address of the manufacturer and, if the application is lodged by the authorized representative, their name and address as well
- A written declaration that the same application has not been lodged with any other notified body
- The technical documentation. Technical Documentation shall make it possible to assess the product's conformity with the applicable requirements of the legislative instrument and shall include an adequate analysis and assessment of the risk(s). The technical documentation shall specify the applicable requirements and cover, as far as relevant for the assessment, the design, manufacture and operation of the product. The technical documentation shall contain, wherever applicable, at least the following elements:
  - a general description of the product,
  - conceptual design and manufacturing drawings and schemes of components, sub-assemblies, circuits, etc.,
  - descriptions and explanations necessary for the understanding of those drawings and schemes and the operation of the product,
  - a list of the harmonised standards and/or other relevant technical specifications the references of which have been published in the Official Journal of the European Union, applied in full or in part, and descriptions of the solutions adopted to meet the essential requirements of the legislative instrument where those harmonised standards have not been applied. In the event of partly applied harmonised standards, the technical documentation shall specify the parts which have been applied,
  - results of design calculations made, examinations carried out, etc., and
  - test reports,
- the specimens representative of the production envisaged. The notified body may request further specimens if needed for carrying out the test programme,
- the supporting evidence for the adequacy of the technical design solution. This supporting evidence shall mention any documents that have been used, in particular where the relevant harmonised standards and/or technical specifications have not been applied in full. The supporting evidence shall include, where necessary, the results of tests carried out by the appropriate laboratory of the manufacturer, or by another testing laboratory on his behalf and under his responsibility.

Failure to submit the correct documentation during the application may lead to a delay in the process of performing the Notified Body duties.

Reliance Technical Service Ltd is not obliged to carry out any functions where:  
The documents submitted in relation to performing evaluation processes are not in English  
The manufacturer has not submitted any necessary payments  
We do not believe that, having regard to the number of outstanding applications made, we will not be able to carry out the required work within 6 months of receiving the application  
The terms of our designation do not entitle use to perform the functions required by a Notified Body

## 7 Use of the EC-Type Certificate

Any EC-Type certificate is issued under the following conditions:  
It applies only to the tested model submitted to the tests specified in the report(s) referenced above  
It does not imply that the notified body has performance any surveillance or control of its manufacture  
The manufacturer shall ensure that the manufacturing process assures compliance of the products with the approval model subject to this certificate  
The applicant shall inform the notified body of all modifications made to the approved model which must receive, when necessary, additional approval leading to an addition to the original EC type-examination certificate  
As technical advances or new work could affect the conclusion of this EC type-examination, the applicant shall regularly keep himself informed of any modification made to the tests carried out on the approved model by the notified body.  
Copies are available upon request by the applicant

### 7.1 License to use the EC-Type Certificate

Subject to the Applicant fulfilling their responsibilities hereunder, and during the currency of this agreement, RELIANCE TECHNICAL SERVICE LIMITED grants a licence for the applicant to use the Certificate.

Copyright in the Certificate remains vested in RELIANCE TECHNICAL SERVICE LIMITED and the copyright owners of the marks not owned by RELIANCE TECHNICAL SERVICE LIMITED.

Incorrect references to the certification system or misleading use of Certificates in advertisements, sales brochures, etc. is not acceptable.

The Certificate may not be used in any way which is unacceptable to RELIANCE TECHNICAL SERVICE LIMITED and bring us into disrepute.

RELIANCE TECHNICAL SERVICE LIMITED may revoke the Applicants licence to use the Certificate if the Applicant or Manufacturer fails to comply with any of these terms and conditions, or if the Applicant or Manufacturer becomes bankrupt or makes an arrangement with its creditors or enters into liquidation (except for purposes of reconstruction) or has a receiver appointed, or if the Applicant fails to pay fees in due time, or if RELIANCE TECHNICAL SERVICE LIMITED loses its relevant accreditation.

## 8 Misuse of Certificates and Conformity Number

Each EC-type certificate issued shall have a unique reference which is generated from the EC Type certificate log. The numbers shall be numbered sequentially but shall have the reference "RTSL" before the number.

The certificates issued shall only be used in conjunction with the product referenced within the certificate information.

Should it be identified that an organisation has misused the certificate or is found to be misleading through their advertisements or literature then a non-conformance shall be raised as per procedure 10. The manufacturer and any other relevant parties shall be contacted and informed of the incident and corrective actions requested along with any supporting objective evidence to support the closure. If suitable corrective actions are not received or the organisation is found to still be in violation, a letter shall be issued to the organisation informing them that the certificate has been withdrawn and is no longer valid. This information shall also be added to the Reliance website and if felt necessary, legal action taken. The certificate log shall be updated to identify the new status of that certificate.

## 9 Unannounced Visits to Manufacturers

Unannounced visits shall be performed to manufacturing facilities should any doubt be cast onto the performance of the manufacturer or if it is felt that the manufacturing processes are not being completed or compliant with the technical documentation.

The visits shall be performed by an auditor who has ISO 9001 certification audit training and experience and also relevant knowledge of the products and processes being performed by the manufacturer.

After such visits have been performed, a review of the auditors findings shall be performed and if necessary, non-conformances issued to the manufacturer and corrective actions requested. If the results of the corrective actions are not suitable or the manufacturer does not improve performance then the certificates shall be suspended and the certificate log updated. The status of the certificate shall be added to the Reliance website. Continued non-conformance shall result in the certificate being withdrawn and the status shown as such. The manufacturer shall be informed of all actions as a result of any visits.

## 10 Notification of changes to designs or products

The manufacturer shall notify Reliance Technical Service Limited of any changes to the design or products for which an EC Type-Certificate has already been issued. An assessment shall be performed of whether or not the changes affect the conformity of the product with the essential requirements for the prescribed conditions for the use of the product. The product may need to be re-tested and evaluated for which a new application shall be made.

Changes include:

The manufacturing process for the toy  
Any raw material used in the toy  
Any component of the toy

The manufacturer shall also make a new application if 5 years have elapsed since the certificate was issued without it having been reviewed by a notified body, 5 years have elapsed since the certificate was last reviewed by a notified body without it having been reviewed again by a notified body or the manufacturer is of the view that a review of the certificate is necessary for any other reason

## 11 Application of Harmonized Standards

The manufacturer is confirming by submission of any application that the correct harmonized standards have been applied which are relevant to the product in question.

## 12 Suspension, withdrawal and Cancellation of Certificates

The circumstances under which an EC-Type certificate may be suspended, withdrawn and/or cancelled include:

- The applicants product has persistently or seriously failed to meet requirements;;

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- The applicant does not allow onsite unannounced visits to be conducted when necessary;
- The applicant has voluntarily requested a suspension;
- Misuse of EC-Type Certificates;
- The applicants circumstances change in such a way as to invalidate the certificate;
- The customer otherwise contravenes the terms and conditions of the certificate or this document.

During suspension, the applicant will not make any claim that the product is certified. The RELIANCE TECHNICAL SERVICE LIMITED logo / certification mark will not be used on any products during the period of suspension. The suspended status of the certification shall be made publically accessible via the website and RELIANCE TECHNICAL SERVICE LIMITED shall take any further measures deemed appropriate.

Any verification actions shall be carried out within six months of the suspension decision.

In the event that the customer does not complete the activities set out in the Corrective Action Plan, the Certificate will be withdrawn. With immediate effect, the customer will be required to return the certificate to RELIANCE TECHNICAL SERVICE LIMITED International, cease all further use of the RELIANCE TECHNICAL SERVICE LIMITED logo and certificates, and will not make any claim to certification of services or products. The withdrawal status of the certification shall be made publically accessible via the website and RELIANCE TECHNICAL SERVICE LIMITED shall take any further measures deemed appropriate.

## 13 Clear Down Corrective Actions

For any nonconformity there will be a proposed corrective action to remedy any defects in either products or processes. All corrective actions must be cleared to the satisfaction of the evaluator or a nominated representative before certification.

The proposed action should state:

- The action completion date;
- Any rework of nonconforming product;
- Any product recall requirements;
- Corrective action.

NB: simply repairing or re-working nonconforming product is not corrective action; you must identify the root causes of nonconformities and take action to remove them and the correction and corrective actions.

We can provide soft-copy forms to assist in the preparation of the corrective action plan. You are encouraged to maintain the plan in machine readable form.

## 14 Complaints and Complaint Records

As part of his/her documented management system, the applicant shall keep a record of all complaints received and records of the remedial and corrective actions taken, and any predisposing factors within the system. These records shall be made available to Reliance Technical Service Ltd at any time.

## 15 Statement of Impartiality

RELIANCE TECHNICAL SERVICE LIMITED provides its services in an open, independent and impartial manner to all clients and potential clients. All clients are treated in the same manner and are expected to achieve the same level of performance, both for their organisation and their services in order to obtain and maintain certification. RELIANCE TECHNICAL SERVICE LIMITED takes its certification decisions solely on the basis of objective evidence and in an objective manner, and any potential or actual conflicts of interest are assessed and managed.

Anyone who uses a certified product of RELIANCE TECHNICAL SERVICE LIMITED may rely on this impartiality and objectivity in their own procurement decisions.

## 16 Complaints and Appeals

At any time, an applicant may make a complaint about the service provided by RELIANCE TECHNICAL SERVICE LIMITED. Complaints should be addressed to the General Manager. If you are not satisfied with the response to a complaint, you may further complain to UKAS

At any time, any interested party may appeal to a decision if:

- An application is rejected;
- a certificate is suspended or withdrawn;
- an evaluation result is not satisfactory

Appeals should be made via the General Manager. The appellant will have the opportunity to present his/her case. The Notified Body's costs arising from the appeal shall be to the account of: the appellant if the appeal fails; and to RELIANCE TECHNICAL SERVICE LIMITED if the appeal succeeds.

Complaints will be acknowledged with an initial response in writing within 10 days, and a full written response will be provided upon completion of a full investigation.

If a dispute arises during an evaluation, the evaluator will aim to reach an agreement with the applicant. Where this is not possible, the applicant should contact the General Manager who will undertake an investigation into the nature of the dispute, and inform the applicant in writing as to the decision. The General Manager will also inform the applicant of the appeals procedure and further rights to take the matter to UKAS.

At any time, any interested party may make a complaint to RELIANCE TECHNICAL SERVICE LIMITED about you as a certificated product supplier. In this event, we shall send you details of the complaint (excluding the identity of the complainant), and ask you to provide timely comment on the complaint. We would expect that you would propose appropriate corrective action. Depending on your response, we would take note and might require an onsite visit.

## 17 Confidentiality

RELIANCE TECHNICAL SERVICE LIMITED shall keep all information of the applicant and products in confidence, except insofar as such information is in the public domain, unless the applicant gives his permission for its release, unless such information must be released by law or for the purpose of RELIANCE TECHNICAL SERVICE LIMITED's accreditation, or unless the information is part of RELIANCE TECHNICAL SERVICE LIMITED's register of evaluated products, or other public database specific to the Notified Body scheme.

## 18 Openness

Any member of the public may request access or disclosure of any EC-Type Certificate status (i.e. the granting, suspending, or withdrawing of certificates) in order to gain confidence in the integrity and

credibility of the scheme. RELIANCE TECHNICAL SERVICE LIMITED shall provide this information in a timely manner. They may also request information about our evaluation process.

RELIANCE TECHNICAL SERVICE LIMITED Shall provide access to specific interested parties that request information on conclusion of a specific evaluation will be provided relevant non-confidential information about the conclusion of an evaluation

The applicant shall do likewise in respect of RELIANCE TECHNICAL SERVICE LIMITED's information.

## 19 Fees

RELIANCE TECHNICAL SERVICE LIMITED shall charge the applicant fees for the services and licences provided. The fee rates shall be according to RELIANCE TECHNICAL SERVICE LIMITED's quoted prices for the service or licence concerned.

Fees may be quoted as a firm price explicitly or as an estimate.

Fees are due fourteen days in advance of the activity to which they relate, except for fees which are ascertained only after the activity is complete which are due thirty days after their invoice date. Fees shall be paid by the due date.

Where fees are quoted as a daily rate, the nominal day is eight hours, however a day's fee may be charged for five or more hours. Activities which are of only a few hours duration and at the Reliance office may be charged at an hourly rate prorated from the daily fee rate.

The fees for travel, hotel and subsistence expenses will be charged at cost, unless quoted otherwise.

Value added tax will be charged as necessary.

Twenty one days after payment is due, interest is payable on overdue charges at *The Royal Bank of Scotland* base rate plus 5% per month.

## 20 Postponement and Cancellation

If the manufacturer or applicant postpones or cancels a planned activity with less than 21 days notice before the start of the activity, RELIANCE TECHNICAL SERVICE LIMITED will charge the Client an additional fee for postponement or cancellation.

If cancellation is less than 7 days notice prior to the start of the process then the full quoted fees will be payable by the manufacturer or applicant.

Cancellations must be received in writing acknowledging the cancellation fee will be applied.

In the case of cancellation by the manufacturer or applicant during an activity, the whole quoted, estimated or actual fee for the activity will be charged.

RELIANCE TECHNICAL SERVICE LIMITED shall not be entitled to a cancellation fee where cancellation is due to RELIANCE TECHNICAL SERVICE LIMITED's act or omission.

RELIANCE TECHNICAL SERVICE LIMITED may cancel an activity if the fees for it are unpaid by the due date; in this case a cancellation fee shall be due to RELIANCE TECHNICAL SERVICE LIMITED.

## 21 Termination of the Agreement

Either party may cancel this agreement by giving three months' notice. Termination of the agreement shall lead automatically to termination of the Certificate.

On termination of the Certificate (however determined), the Applicant shall:

- immediately discontinue use of the Marks and the Certificate
- remove all references to such from all material and electronic media,
- return the Certificate (and all copies) to RELIANCE TECHNICAL SERVICE LIMITED.

## 22 General Terms and Conditions

Copyright shall remain RELIANCE TECHNICAL SERVICE LIMITED's property, but the manufacturer shall have a licence to copy only for internal use all copyright material produced by RELIANCE TECHNICAL SERVICE LIMITED in the course of the agreement conditional on all due fees having been paid.

The Client and the Client on behalf of the Applicant hereby consent to RELIANCE TECHNICAL SERVICE LIMITED's subcontracting its work as it sees fit.

Under no circumstances whatsoever shall RELIANCE TECHNICAL SERVICE LIMITED be liable under the law of contract, tort, or otherwise for any loss of profits or contracts or any indirect or consequential loss or damage.

The Client shall indemnify RELIANCE TECHNICAL SERVICE LIMITED against all claims, costs, actions and demands arising from RELIANCE TECHNICAL SERVICE LIMITED's services hereunder (except due to RELIANCE TECHNICAL SERVICE LIMITED's negligence), the use or misuse of the Marks or the Certificate, and any breach of this agreement.

Notices will be deemed to have been served 48 hours after being posted recorded delivery to the addressee's last known address.

Both parties agree that this contract is the complete and exclusive agreement between them. The contract shall be governed by English Law and both parties shall submit to the jurisdiction of the English Courts.

## 23 Records

Records shall be retained by the Manufacturer for 10 years after the product has been placed on the Market