INSPEC REGULATIONS – UKCA SCHEME
OWNED BY INSPEC INTERNATIONAL LTD, AB0194

REGULATIONS GOVERNING ALL MODULES

1. These Regulations define the prime responsibilities of INSPEC International Ltd AB0194 and INSPEC Certification Services, hereinafter referred to as "INSPEC", in the issuing and monitoring of certificates and of the certificate holder in maintaining their certification.

2. The Certification Manager of INSPEC, acting through the Top Management, has responsibility for the issue and maintenance of certificates. The Certification Manager may delegate these day-to-day responsibilities to specified individuals who will be employed as necessary to undertake such tasks. Testing services are outsourced on a permanent basis to organisations meeting Personal Protective Equipment Regulation (Regulation (EU) 2016/425 as brought into UK law and amended) and the Personal Protective Equipment (Enforcement) Regulations 2018 requirements, hereinafter referred to as "UKCA legislation".

3. An applicant company which satisfies all of the necessary criteria and gives undertakings as required shall be entitled to be issued with a certificate demonstrating their status as a certified company, which shall remain the property of INSPEC. Certification is not transferable without the written permission of INSPEC.

4. Each certified company shall:-

a. make claims of certification only in accordance with the certificate(s) issued.
b. comply with these Regulations at all times.
c. comply with national legislation and UKCA legislation at all times.
d. only use the UKCA marks in accordance with national legislation.
e. permit access to competent UK authorities of Great Britain (England, Scotland and Wales) to relevant technical documentation, upon a reasoned request, for at least 10 years following the placement on the market of each PPE.
f. at the request of the Certification Manager cease claims to certification considered unacceptable.
g. nominate a company representative and at least one deputy to be responsible for the company's compliance with these Regulations.
h. upon cancellation of certification return all certificates and schedules to INSPEC and immediately cease applying the certification mark to products and claims to certification, including the erasing of certification claims on any company literature, advertising material etc.
i. upon cancellation of certification shall remove the certification mark from product in his possession, if requested to do so by the Certification Manager.
j. maintain a record of complaints and related actions to be made available to authorised persons when requested.
k. notify INSPEC without delay of any planned changes to the certified product, technical file or management system which may affect product conformity, before any such change is made.
l. maintain high standards of integrity in the conduct of their business practices and understand that if found not to be fair and equitable, certification may be suspended or withdrawn.

5. Each company issued with a certificate shall pay:-

a. a certificate issue fee.
b. product testing fees, if required.
c. varied additional fees covering certificate amendments, re-issues, renewals, special assessments and administration.
d. a cancellation assessment fee if such a visit is considered necessary by the Certification Manager.
e. any additional costs incurred by INSPEC due to the company's non-compliance with these Regulations.

6. INSPEC shall:-

a. give due notice of any serious reported problems or complaints concerning the company providing that confidentiality will not be breached.
b. maintain confidentiality of all information except that which is in the public domain or at the request of the relevant authorities.
c. notify a third-party company or persons when required by law or authorised by contractual arrangements to disclose confidential information, unless prohibited by law.

d. make any necessary amendments to these Regulations and give those companies affected a minimum of 6 months to comply with any changed requirement.
e. maintain a register of certified companies and products, which shall be available for inspection by the general public at the registered office.
f. give at least two months' notice of any intention not to permit a company to renew their certificate(s).
g. take action to deal with any incorrect references to certification status, misleading use of certification documents, marks, or audit reports. Such action could include requests for correction and corrective action, suspension or withdrawal of certification, publication of the transgression and, if necessary, legal action.

7. If a company fails to comply with these Regulations, then certification may be:-

i. not granted
ii. reduced
iii. suspended
iv. withdrawn

The company will be notified in writing of any such decisions.

8. If a company goes into receivership, liquidation, becomes the subject of bankruptcy laws, is convicted of breaking the law of the land or acts in a disreputable manner, then certification may be not granted, or withdrawn. The company shall be notified in writing of any such decisions.

9. If a company wishes to appeal against any decision made by the Certification Manager under these Regulations, it shall inform the Quality Manager in writing within 21 days of being informed of such a decision. A meeting of the appeals panel shall be held within 30 days of the receipt of written notice and the appellant company shall be given 14 days' notice of the details of the meeting. These timelines may be adjusted with agreement of all parties. Both the Certification Manager and the appellant shall have the right to be heard in confidence at the meeting. The majority decision of the panel shall be final.

The result of the appeal shall be considered by the Certification Manager for a renewed decision. The Certification Manager's renewed decision will stand.

The appeals panel shall consist of 3 members of the governing board, none of which shall have a vested interest in the outcome of the appeal.

10. Any notice given under these Regulations shall be in writing via email or letter, typically to the last notified email address, else to the last notified physical address.

Any notice served by email or post shall be considered to have been served 48 hours from the time of emailing or posting.

ADDITIONAL REGULATIONS FOR MODULE B

11. Separate certificates shall be issued for each model, or group of models, or product family, as requested by the applicant. All certificates and / or amended certificates are subject to a maximum validity period of 5 years from date of issue / amendment. The validity of certificates covering category III products is also linked to continuing compliance with the requirements of either Module C2 or Module D.

12. Each certified company shall:-

a. maintain the technical documents assessed as satisfactory and make available copies for the use and retention, if considered appropriate, by INSPEC.

ADDITIONAL REGULATIONS FOR MODULE C2

13. Separate certificates shall be issued for each application and shall be valid for a period defined by the expiry of the associated type-examination certificate. Thereafter, each certificate shall be subject to completion of Product Checks. Renewal shall occur alongside the associated type-examination certificate. If a company does not intend to meet Product Check requirements or renew its certificate, notification must be given to INSPEC.

14. INSPEC may make unannounced visits to assess continued compliance.

15. Each certified company shall:-

a. maintain their internal documented quality system as assessed by means of testing of samples from production and make available copies of production documentation for the use and retention, if considered appropriate, by INSPEC.
b. give access during normal working hours to INSPEC representatives to all areas subject to the conditions of certification for the purposes of sampling from product to complete product checks.

c. hold a valid and current third-party liability insurance policy relevant to company sites, and provide a copy of such insurance policy if requested to do so.
d. treat any attendee of INSPEC or their Accreditor or Accreditor representative with respect.
e. ensure that the premises and conditions at the sites are suitable and safe, considering all health and safety requirements.
f. advise INSPEC in sufficient time to arrange provision of any personal protective equipment as may be necessary to reduce risks to an acceptable level and meet any legal requirements. If specific personal protective equipment is required, such equipment shall be provided to each attendee.

16. Each certified company shall pay:-

a. an annual certificate fee for each certificate held.
b. routine assessment fees.
c. product check fees.

17. INSPEC shall:-

a. arrange for sampling visits to be carried out at the required frequency but in no case less than one per annum for the purpose of verifying that the conditions of certification are being met by the company.

ADDITIONAL REGULATIONS FOR MODULE D

18. Separate certificates shall be issued for each application and shall be valid for three years from the date of issue. Thereafter, each certificate shall be subject to annual renewal. If a company does not intend to renew its certificate, notification must be given to INSPEC at least three calendar months before the renewal date.

19. INSPEC may make unannounced visits to assess continued compliance.

20. Each certified company shall:-

a. maintain the documented quality system assessed as satisfactory and make available copies for the use and retention, if considered appropriate, by INSPEC.
b. give access during normal working hours to INSPEC representatives to all areas subject to the conditions of certification for the purposes of assessing the continued compliance of the quality system.
c. hold a valid and current third-party liability insurance policy relevant to company sites, and provide a copy of such insurance policy if requested to do so.
d. treat any attendee of INSPEC or their Accreditor of Accreditor representative with respect.
e. ensure that the premises and conditions at the sites are suitable and safe, considering all health and safety requirements.
f. advise INSPEC in sufficient time to arrange provision of any personal protective equipment as may be necessary to reduce risks to an acceptable level and meet any legal requirements. If specific personal protective equipment is required, such equipment shall be provided to each attendee.

21. Each certified company shall pay:-

a. an annual certificate fee for each certificate held.
b. routine assessment fees.

22. INSPEC shall:-

a. arrange for routine surveillance assessments to be carried out at the required frequency but in no case less than one per annum for the purpose of verifying that the conditions of certification are being met by the company.