



RULES GOVERNING THE SAFE GAS EQUIPMENT SCHEME

TABLE OF CONTENTS

- 1. EQUIPMENT MANDATE**
- 2. LEGISLATION**
- 3. PURPOSE**
- 4. UNDERTAKING**
- 5. SCOPE**
- 6. EXCLUSIONS**
- 7. DEFINITIONS**
- 8. THE VERIFICATION PROCESS**
 - 8.1 The Application Stage
 - 8.2 The Testing Stage
 - 8.3 The Verification Stage
- 9. POST-VERIFICATION**
 - 9.1 Manufacturing of Production Units
 - 9.2 Marking Production Units
 - 9.3 Proposed Change to Certified Design
 - 9.4 New or Amended Verification Requirements
 - 9.5 Audits
- 10. FIELD SAFETY ISSUES (INCLUDING SAFETY NOTICES AND EQUIPMENT RECALLS)**
- 11. VERIFICATION STATUS (SUSPENSION AND/OR CANCELLATION)**

12. GENERAL ISSUES

- 12.1 Confidentiality
- 12.2 Transfer of a Permit
- 12.3 Notices
- 12.4 Choice of Law and Jurisdiction
- 12.5 Liability
- 12.6 Quality Assurance
- 12.7 Severability
- 12.8 Non-Routine Verification Assessments
- 12.9 Reserved Permit Numbers
- 12.10 Verification Body Non-Standard Expenses/Costs
 - 12.10.1 Recovery of Verification Body's non-standard expenses/costs:
 - 12.10.2 Recovery of Verification Body non-standard resource costs:
- 12.11 Spot Tests
- 12.12 Importer & manufacturer Contact Details
- 12.13 Non-Technical Modifications
- 12.14 Dispute Resolution Process
- 12.15 Reservation of Verification Body's Rights
- 12.16 Validation Period of a Permit
- 12.17 Use of the Scheme Mark
- 12.18 Importer & manufacturer Supplied Equipment

13. APPENDICES

- 13.1 APPENDIX 1: SUBMITTAL DOCUMENTATION
- 13.2 APPENDIX 2: FEE STRUCTURE - SAGA FEES AND CHARGES EFFECTIVE 1 FEBRUARY 2014
- 13.3 APPENDIX 3: SCHEME MARK STICKER
- 13.4 APPENDIX 4: SCHEME MARK
- 13.5 APPENDIX 5: VERIFICATION STATUS CHANGE
 - Suspension
 - Cancellation
- 13.6 APPENDIX 6: AUDITS
- 13.7 APPENDIX 7: LIST OF AUTHORISED LABORATORIES
- 13.8 APPENDIX 8: LIST OF GASEOUS FUELS
- 13.9 APPENDIX 9: LIST OF COMMONLY USED STANDARDS
- 13.10 APPENDIX 10: LIST OF INTERNATIONAL ACCREDITED TEST HOUSES

1. MANDATE

As the Department of Employment and Labour (DEL) has neither the expertise nor the manpower to manage the process of Verification, the Southern African Gas Association (SAGA), offered to assist on behalf of the DEL. A letter of authority "the Mandate", signed by the Chief Inspector of the DEL on 27 July 2010, mandates SAGA to verify and register equipment as being compliant with the standards as called up in the Pressure Equipment Regulations (PER). Standards can from time to time, be in transition with the Verification Body for adoption by SABS as national standards which are not included in the schedule of the PER now.

2. LEGISLATION - OHS ACT of 1993 – PRESSURE EQUIPMENT REGULATION 5

"Duties of Importers and suppliers

- 5 (1) *Importers and suppliers shall ensure that pressure equipment sold complies with the requirements of these Regulations.*
- (2) *The Importer shall assume the liability of the manufacturer in terms of these Regulations.*
- (3) *Any pressure equipment that requires a permit to be issued by an organisation [aka SAGA] approved by the chief inspector shall ensure that such approval is obtained by the importer or manufacturer before the pressure equipment is placed in the market. Provided that such equipment shall comply with the relevant health and safety standard incorporated into these Regulations under section 44 of the Act"*

Note: *The importer must be a juristic person in RSA*

3. PURPOSE

SAGA, as the Verification Body is a non-profit company mandated by the DEL through the Pressure Equipment Regulations (PER) to maintain the Safe Gas Equipment Scheme (SGES) taking into consideration all relevant and applicable regulations, directives, technical and safety standards as listed in the annexure attached.

The SGES covers all equipment operating above 0.5GJ/h, 140kW and 10kg/h of LPG in the Commercial, Industrial and Specialised environments inclusive Natural Gas Vehicles (excluding the cylinders). Natural Gas fuelling stations and derivatives thereof are also to be included. All equipment below 0.5 GJ/h is covered and registered by the LPGSA Safe Appliance Scheme (SAS) for both Natural Gas and LPG. A Memorandum of Understanding between the LPGSA and SAGA was concluded, signed by both parties and co-signed by the DEL.

The primary purpose of the Verification Scheme is to provide an independent, non-discriminatory, transparent and objective technical verification of new and existing gas equipment for compliance with the safety, reliability and energy efficiency of commercial and industrial gas equipment. Where there is no applicable industry Standard or where industry standards are considered deficient with respect to the equipment subject to certification, the equipment will need to be tested at an accredited test facility, locally or internationally.

For locally manufactured equipment, the Verification process is based on a Type-Test method of assessment that includes equipment testing and/or assessments by an authorised laboratory (approved test house).

For imported equipment, the Verification process is based on submission of a Type Examination Certification and or Declaration of Conformity by an ILAC approved test house and all applicable technical certificates which verify that the equipment was tested against an approved standard. Where the imported item complies with an Internationally recognised standard no additional testing may be required.

The outcome of this Verification process does not guarantee:

- (i) Safety, but provides a level of assurance, acceptable to Regulatory Authorities, that the Technical Design of a Sample Equipment complies with requirements of accepted applicable industry Standards that may have a safety intent.
- (ii) Manufacturer's mass-produced gas equipment is to the same technical design and identical specifications of the Type Test Sample Equipment submitted to the Certifying Body.
- (iii) Conformity of a Production Unit with the Certified Design is the responsibility of the Manufacturer.

The Verification Scheme is designed to:

- (i) Ensure the Verification process satisfies South African Regulatory Authorities approval requirements (if and where necessary or applicable).
- (ii) Encourage a focus on safety, reliability and energy efficiency.

4. UNDERTAKING

The Importer & Manufacturer undertake to comply with these Rules Governing and understand and agree that Verification is conditional upon such an undertaking. The Importer & Manufacturer also undertake to comply with any changes to these Rules Governing as may occur from time to time.

5. SCOPE

The Scheme is based upon Type Test of a Sample Equipment as described in the Technical Design provided by the Importer & Manufacturer. The Sample Equipment is supplied by the Importer & Manufacturer to the Certifying Body or Authorised Laboratory on the basis it is representative of Production Units and the Sample Equipment will be assessed for compliance to prescribed requirements in relevant Standards. If there is no applicable Standard or such Standard is inadequate, the Certifying Body may certify a Technical Design if it meets the requirements of relevant Regulatory Authorities.

6. EXCLUSIONS

The Scheme is not applicable to second-hand or refurbished Equipment unless specific Certification assessment criteria for such Equipment have been approved by relevant Regulatory Authorities.

All equipment below 0.5 GJ/h is covered and registered by the LPGSA SAS for both Natural Gas and LPG

7. DEFINITIONS

Application means a written request, made by the Importer & Manufacturer to the Verification Body under these Rules Governing, seeking a Permit in respect of the Technical Design and Testing of a Sample Equipment.

Audit means audit action carried out by the Verification Body in accordance with matters referred to in Appendix 6 of this Rules Governing.

Authorised Bodies means such bodies as the Verification Body may authorise to conduct one or more tests and/or assessments in a Test Program but does not mean an Authorised Laboratory.

Note: *Authorised Bodies are not agents of the Verification Body and do not act on its behalf or represent it in any manner.*

Authorised Laboratory means a laboratory that has been identified, appointed and or authorised by the Verification Body to conduct tests and/or assessments on pressure equipment for gas as defined by the PER.

Note:

- (a) *Authorised Laboratories are not agents of the Verification Body and do not act on its behalf or represent it in any manner, and;*
- (b) *The Importer & Manufacturer must contract directly with an Authorised Laboratory.*

Certification means the act of certifying that the Technical Design and Testing of a Sample Equipment provided to the Certifying Body complies with requirements of applicable Standards and/or Codes and other requirements of Regulatory Authorities.

Certified Design means the Technical Design of a Sample Equipment that has been certified by the Certifying Body and for which a Certificate has been issued by the Certifying Body.

Certifying Body means an authorised test facility or laboratory.

Equipment means any gas equipment or component as described in Section 3 “Scope” (Purpose) of this Rules Governing.

Equipment Group means a series or family of closely related equipment.

Final Inspection means the inspection of the Sample Equipment carried out by or on behalf of the Verification Body immediately prior to the issue of a Permit and which is intended to confirm that any recorded non-conformances of which the Verification Body has been made aware have been rectified and that the Technical Design of the Sample Equipment provided to it appears to be consistent with the proposed Certified Design.

Information means any technical information not publicly available provided by the Importer & Manufacturer to the Verification Body.

Importer and manufacturer means the person, whether an individual, business name, body corporate or other legal entity, whose name appears in the Application as the person seeking to be issued with a permit. In relation to post-Verification issues, means any person, whether an individual, business name, body corporate or other legal entity whose name appears on a permit at any time as the holder of the permit (commonly referred to as the Permit Holder).

Non-Conformance (or Non-Compliance) means non-conformance of a Sample Equipment or a Production Unit with a relevant Verification requirement as determined by the Verification Body (typically with a requirement referenced in a Standard or these Rules Governing).

Permit means a certificate issued by the Verification Body to the Importer & Manufacturer evidencing that the Technical Design of the Sample Equipment assessed by the Verification Body complies with the requirements of relevant Pressure Equipment Regulations, Technical and Safety Standards, and of the Scheme.

Permit Holder means the Importer & Manufacturer, whose legal name is recorded on the Permit, and within the Verification Body’s record systems as the Permit Holder and who is the sole legal entity responsible for the Permit and the Equipment endorsed thereon, including ensuring continued compliance with the requirements of the Verification Scheme.

Permit Number means the unique number attached to Verification and which is referenced on the associated Permit issued by the Verification Body to the Importer & Manufacturer.

Production Unit means Equipment that must be manufactured in strict conformity with the Certified Design and which is intended for distribution and/or sale

Regulatory Authority means a South African government body exercising jurisdiction over those gas equipment and components described in Section 3 “Scope” (Purpose) of this Rules Governing.

Rules Governing means this Rules Governing as amended by the Verification Body from time to time and by which the Verification Body and the Importer & Manufacturer agree to be bound.

Sample Equipment means a sample of equipment that the Importer & Manufacturer has provided to the Verification Body for Verification purposes and upon the Technical Design of which, or upon an amended Technical Design of which, a Permit may be issued. Sample Equipment in respect of a series or family of closely related equipment means a series of closely related samples of equipment that the Importer & Manufacturer has provided to the Verification Body that are representative of and compliant with the Technical Design(s) provided to the Verification Body and which, or upon an amended Technical Design(s) of which, a Permit may be issued.

For the purposes of this Definition:

“**Sample Equipment**”, in respect of the Application and “Testing Stage”, and, if required by the Verification Body, means a sample of the Equipment for which a Permit is sought and may include a prototype of Equipment.

“**Sample Equipment**” in respect of the “Verification Stage” means a fully marked up and packaged Production quality Equipment which has been manufactured to strictly comply with a Technical Design proposed to be registered by the Verification Body and which is intended for distribution, sale or disposal for gain or otherwise.

Scheme Mark means the design of which is owned by the Verification Body, and by which the Importer & Manufacturer warrants by affixing it to a Production Unit and/or packaging that the Production Unit has been manufactured in strict conformity with the Certified Design.

Standards and/or Codes means the national and international standards and/or codes acceptable to the Regulatory Authorities delegated to the Verification Body via its mandate for Verification purposes - refer to the list of Standards and/or Codes in Appendix 9 and published on the Verification Body’s website www.safegasequipment.co.za as amended from time to time.

Technical Design means an engineering description of a Sample Equipment provided by the Importer & Manufacturer to the Verification Body in support of its application and includes:

- (i) the design characteristics and specifications;
- (ii) physical configuration and structure, including dimensional relationships;
- (iii) electrical and electronic hardware and software;
- (iv) materials and components,
- (v) model identification and
- (vi) All relevant installation, operating and servicing instructions.

Type Test Certificate means a written document prepared by the Verification Body and outlining the Type Test to be performed and/or assessments to be carried out on a Sample Equipment by an Authorised Laboratory and/or an Authorised Body.

Test Report means an original or a certified copy of a Test Report issued by an Authorised Laboratory on a Sample Equipment received by the Verification Body and which contains all relevant test results and a summary of the compliance (or otherwise) of the Sample Equipment the tests required by the Test Programme.

For the purposes of this Definition:

- (i) Each Test Report from an Authorised Laboratory operating in South Africa shall be a SANAS endorsed Test Report; and
- (ii) Each Test Report from Authorised Bodies operating overseas shall be similarly endorsed by SAGA.

Transfer means an assignment and novation to a third party of the rights and obligations attaching to a Permit.

Verification Body means The Southern African Gas Association NPC

Verification Scheme means the Verification Body's Equipment Verification Scheme referred to as the Safe Gas Equipment Scheme (SGES) for Type Tested or Tested Gas Equipment. The Scheme is a prescribed method or process developed, maintained and operated by the Verification Body to formally assesses an Application for Gas Equipment. It is designed to provide a method of independent Equipment Verification and is accepted by relevant Regulatory Authorities in South Africa to support government regulatory requirements (where applicable).

General Notes:

- (i) *Words implying the singular only shall also include the plural (and vice versa).*
- (ii) *Words implying one gender shall include every gender.*
- (iii) *Words implying persons shall include individuals, corporations, associations and partnerships.*
- (iv) *A reference to Standards and/or Codes shall be deemed to be a reference to either one or both, in whole or in part, as amended from time to time as well as a reference to any Standards and/or Codes, which may be substituted by another or any new Standard and/or Code.*
- (v) *The Certifying and Verification Body reserves the right in its absolute discretion to apply one or more relevant Standards and/or Codes in the Certification & Verification process.*
- (vi) *All fees, charges and other monies referred to in this Rules Governing are listed and payable in South African currency - refer to the list of fees, charges and other monies in Appendix 2 published on the Verification Body's website www.safegasequipment.co.za as amended from time to time.*

8. THE VERIFICATION PROCESS

8.1 The Application Stage

8.1.1 The Importer & Manufacturer:

- 8.1.1.1 will fully and accurately complete each Application lodged by it with the Verification Body and will ensure that all documentation that may be required by the Verification Body is attached to that Application (a description of current documentation requirements is set out in Appendix 1 published on the Verification Body's website www.safegasequipment.co.za as amended from time to time);
- 8.1.1.2 will promptly respond to any requests made by the Verification Body seeking further documentation and/or information and will provide the same to the Verification Body to enable the Application to proceed;
- 8.1.1.3 will pay all fees due and owing to the Verification Body, as at the date of withdrawal or cancellation if the Importer & Manufacturer's Application is withdrawn by the Importer & Manufacturer or cancelled by the Verification Body;
- 8.1.1.4 authorises the Verification Body to contact the manufacturer of a Sample Equipment if the Importer & Manufacturer is not the manufacturer of the Sample Equipment and to discuss with the manufacturer the Application made by the Importer & Manufacturer;
- 8.1.1.5 will at the request of the Verification Body obtain relevant information in respect of the Sample Equipment from any relevant third parties and provide that information to the Verification Body;
- 8.1.1.6 will fully disclose to the Verification Body all relevant information the Importer & manufacturer or its agents or contractors may hold including, if the Importer & Manufacturer is not the manufacturer of a Sample Equipment, all relevant information that the manufacturer holds in relation to the Sample Equipment and which information might reasonably be expected to be taken into account by the Verification Body when assessing the Importer & Manufacturer's Application;

- 8.1.1.7 authorises the Verification Body to discuss any matters relating to the Importer & Manufacturer's Application with any relevant Regulatory Authority, authorised;
 - 8.1.1.8 authorises the relevant Authorised Laboratory to disclose to the Verification Body any information or knowledge regarding the Equipment for which Verification is being sought or reassessed;
 - 8.1.1.9 will disclose to the Verification Body if the Equipment for which the Verification is being sought is or has been the subject of a separate Application with the Verification Body, another Verification body or with a Regulatory Authority;
 - 8.1.1.10 warrants that all submitted documentation, test reports and related information provided to the Verification Body is a true, accurate and complete representation of the Equipment and any configurations of the Equipment requested for Verification;
 - 8.1.1.11 warrants that any Test Report submitted is a true record of assessments conducted on a Sample Equipment and that the Technical Design of the Sample Equipment represents the Equipment and any configurations of the Equipment requested for Verification;
 - 8.1.1.12 acknowledges and accepts that the Verification Body's verification process and decision making is fully reliant on the accuracy and completeness of the submitted documentation, Test Reports and related information provided by the Importer & Manufacturer;
 - 8.1.1.13 acknowledges and accepts that where an Application has been submitted with appropriate Test Reports, the relevant obligations under 6.2 Testing Stage also applies;
- 8.1.2 The Verification Body, subject to compliance by the Importer & Manufacturer with its obligations:
- 8.1.2.1 Will promptly process each Application received by it;
 - 8.1.2.2 Will process each Application received by it in a non-discriminatory manner.
 - 8.1.2.3 Will promptly notify the Importer & Manufacturer of any factor which is preventing the timely processing of the Application;
 - 8.1.2.4 May refuse to process an Application at any time during the Application stage if the Importer & Manufacturer fails to comply with any of its obligations under this Rules Governing and, in such event, may upon giving the Importer & Manufacturer 10 days prior notice of its intention to cancel the Application,
 - 8.1.2.5 Will provide the Importer & Manufacturer with a Test Programme (where required) as soon as practicable after receipt of the submittal documentation - refer to the list of submittal documentation in Appendix 1 and published on the Verification Body's website www.safegasequipment.co.za as amended from time to time.

8.2 The Testing Stage

- 8.2.1 The Importer & Manufacturer
 - 8.2.1.1 Will, where testing is to be conducted, promptly forward the Test Programme to an Authorised Laboratory and/or ensure that the tests required by the Test Programme are carried out and a Test Report on the Sample Equipment is provided to the Verification Body;
 - 8.2.1.2 Will promptly forward any new, additional or amended Test Programme to an Authorised Laboratory and/or shall ensure that the tests required by the new additional or amended Test Programme are carried out and a Test Report is provided to the Verification Body;
 - 8.2.1.3 Will, at its cost, and if required by the Verification Body, provide enough of a Sample Equipment, together with the associated Technical Design documentation, to an Authorised Laboratory and/or to any for testing and/or any other assessment (this may include any supplementary testing and/or assessment as the Verification Body may require);
 - 8.2.1.4 Will instruct Authorised Laboratories and/or to disclose to the Verification Body all information that might reasonably be expected to be considered by the Verification Body for the purposes of Verification.
 - 8.2.1.5 Will instruct Authorised Laboratories and provide to the Verification Body a copy of all test and assessment results/data and all other relevant information relating to tests/assessments carried out and testing/assessment procedures;
 - 8.2.1.6 Will fully disclose to the Verification Body all other relevant information it or its contractors or agents may hold in relation to the Sample Equipment which information might reasonably be expected to be taken into account by the Verification Body if it was known to it at the time it was preparing a Test Programme or considering the results of a Test Report and testing procedures;

- 8.2.1.7 Agrees that the Verification Body will rely upon the accuracy and completeness of any Test Reports, assessments and all other documentation provided to it by the Importer & Manufacturer and its Authorised Laboratory.
- 8.2.2 The Verification Body, subject to compliance by the Importer & Manufacturer with its obligations:
 - 8.2.2.1 Will, in a timely manner, review and report to the Importer & Manufacturer on any testing information submitted;
 - 8.2.2.2 Will advise the Importer & Manufacturer of any non-compliance with requirements of an applicable Standard and/or Code, and/or other requirements of Regulatory Authorities and/or the Verification Body in respect of the Technical Design identified because of the testing process and/or other assessment.

8.3 The Verification Stage

- 8.3.1 The Importer & Manufacturer:
 - 8.3.1.1 Will at its cost provide the Verification Body, upon request by the Verification Body, with full access to the Sample Equipment at the Verification Body's premises or such other location reasonably required by the Verification Body sufficient to enable the Verification Body to undertake a Final Inspection;
 - 8.3.1.2 Will at its cost promptly rectify any matters the Verification Body advises to it which are preventing the issuing of a Permit and will, when requested, resubmit the Sample Equipment to the Verification Body to enable a Final Inspection to take place;
 - 8.3.1.3 Warrants to the Verification Body that the Sample Equipment submitted for Final Inspection has been manufactured strictly to comply with all requirements of the Verification Body as advised in writing by the Verification Body to the Importer & Manufacturer.
 - 8.3.1.4 The Verification Body, subject to compliance by the Importer & Manufacturer with its obligations:
 - 8.3.1.5 Will promptly advise the Importer & Manufacturer of matters which, in its opinion, are preventing the issuing of a Permit;
 - 8.3.1.6 Will, prior to issue of a Permit and in accordance with Section 9.9 of these Rules Governing, provide the Importer & Manufacturer with a reserved Permit Number to allow preparation of equipment markings, etc. and to enable a Final Inspection (if required) - but only if the Importer & Manufacturer is not at that time indebted to the Verification Body.
 - 8.3.1.7 Will, as required, conduct a Final Inspection on the Sample Equipment and will promptly advise the Importer & Manufacturer of the outcome of the Final Inspection;
 - 8.3.1.8 Will, subject to a satisfactory report on the Final Inspection, promptly issue the Importer & Manufacturer with a Permit, but only if the Importer & Manufacturer are not at that time indebted to the Verification Body.

9. POST-VERIFICATION

9.1 Manufacturing of Production Units

- 9.1.1 The Importer & Manufacturer:
 - 9.1.1.1 Warrants, if a manufacturer of a Production Unit, to manufacture each Production Unit in strict conformity with the Certified Design;
 - 9.1.1.2 Warrants, if not a manufacturer of a Production Unit, to cause each Production Unit to be manufactured in strict conformity with the Certified Design;
 - 9.1.1.3 Warrants that it will not distribute for sale, sell or otherwise dispose of for gain or otherwise any Production Unit, the Technical Design of which does not comply in every detail with the Certified Design;
 - 9.1.1.4 Will become and remain conversant with relevant gas industry technical and related Standards and/or Codes including any amendments to those Standards and/or Codes and comply with those Standards and/or Codes.
 - 9.1.1.5 Will fully disclose to the Verification Body all relevant information the Importer & Manufacturer, or its agents or contractors may hold including, if the Importer & Manufacturer is not the manufacturer of a Production Unit, all relevant information that the manufacturer holds in relation to a Production Unit.
 - 9.1.1.6 Will provide, at the request of, and in a form and manner determined by the Verification Body, a declaration of the compliance or otherwise of Production Units with the Certified Design.

9.2 Marking of Production Units

9.2.1 The Importer & Manufacturer:

- 9.2.1.1 May obtain the Scheme mark only from the Verification Body and only for the purposes of affixing the mark to Production Units for which the Importer & Manufacturer holds a current Permit.
- 9.2.1.2 May affix or cause to be affixed the appropriate form of the Scheme mark to each Production Unit manufactured, distributed, sold or otherwise disposed of by it throughout the currency of the Permit;
- 9.2.1.3 Will not affix and will not permit any other party to affix the Scheme mark to any Equipment, the Technical Design of which does not comply in every particular with the Certified Design for that Equipment;
- 9.2.1.4 Will surrender to the Verification Body any Scheme Mark held by it immediately upon request by the Verification Body if in the opinion of the Verification Body the Importer & Manufacturer has failed to comply with its obligations under these Rules Governing.
- 9.2.1.5 Acknowledges that the Verification Body's Scheme Mark incorporate a registered trademark owned by the Verification Body and that any use of the design other than as permitted under these Rules Governing.
- 9.2.1.6 Warrants that it shall not obtain the Scheme Mark for any Equipment for which the Importer & Manufacturer does not hold a current Permit;
- 9.2.1.7 Will not provide the Scheme Mark held by the Importer & Manufacturer to a third party to enable that party to affix the Scheme Mark to Equipment except those Equipment the subject of a current Permit registered in the name of the Importer & Manufacturer, unless written approval has first been received from the Verification Body to do so.
- 9.2.1.8 Will not accept from a third party the Scheme Mark and will not affix the mark to any Production Unit unless the mark has been provided to the Importer & Manufacturer by the Verification Body;
- 9.2.1.9 Acknowledges that the Verification Body may exercise its rights in the manner set out in Appendix 5 of these Rules Governing if the Importer & Manufacturer fails to comply with the marking requirements of this section.
- 9.2.1.10 For very small pressure vessels where a normal sized data plate cannot be permanently fixed in a conspicuous place as stated in PER 9(2), a data plate may be affixed with a corrosion resistant metal wire to this pressure vessel.
- 9.2.1.11 Will not permit the distribution or will not distribute, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit which does not bear the appropriate Scheme Mark
- 9.2.1.12 The Scheme mark may only be used in conjunction with the Permit number, which shall be clearly displayed on all qualifying products, packaging material, brochures, appliances etc.
- 9.2.1.13 The Scheme Mark shall conform proportionally to the original dimensional layout.
- 9.2.1.14 Refer to the Pressure Equipment Regulations 5, 7, 9 and 17 pertaining to Duties of Importers and Suppliers, Approval, Duties of Approved Inspection Authority (AIA), Pressure Equipment Marking and Gas Reticulation Equipment and Systems respectively.
- 9.2.1.15 The Scheme Mark:



- 9.2.2 The Verification Body, subject to compliance by the Importer & manufacturer with its obligations:
- 9.2.2.1 Will provide the Importer & manufacturer with the Scheme Mark as may reasonably be requested by the Importer & manufacturer in respect of each Production Unit warranted by the Importer & manufacturer as having been manufactured or caused by it to be manufactured in strict conformity with the Certified Design, but only if the Importer & manufacturer is not indebted to the Verification Body at the time of making the request, is otherwise not subject to the matters set out in Appendix 5 and if the request is made by the Importer & manufacturer in the form and manner required by the Verification Body at that time.

9.3 Proposed Change to Certified Design

- 9.3.1 The Importer & Manufacturer:
- 9.3.1.1 Acknowledges and accepts that equipment which varies from the Certified Design is not covered by the Verification;
- 9.3.1.2 Will promptly notify the Verification Body of any proposed modification or change to a Certified Design and will not proceed with any modification or change to the Certified Design without the prior written approval of the Verification Body.
- 9.3.1.3 Will lodge an Application seeking approval from the Verification Body in the form required by it for any proposed modification or change to the Certified Design. The current Application Form relating to proposed modifications and changes to a Certified Design is referred to in Appendix 1 published on the Verification Body's website www.safegasequipment.co.za as amended from time to time.
- 9.3.1.4 Will provide full assistance and will cooperate with the Verification Body to enable it to carry out its assessment of the proposed modification or change;
- 9.3.1.5 Will pay the fees and charges of the Verification Body arising out of the Application (refer to Appendix 2 published on the Verification Body's website www.safegasequipment.co.za as amended from time to time.)
- 9.3.1.6 Authorises the Verification Body to contact the manufacturer of a Production Unit if the Importer & Manufacturer is not the manufacturer of the Production Unit and to discuss with the manufacturer the Application for modification.
- 9.3.2 The Verification Body, subject to compliance by the Importer & Manufacturer with its obligations:
- 9.3.2.1 Will promptly process any Application received by it and relating to any proposed modification or change to a Certified Design.
- 9.3.2.2 Will, where appropriate, issue a replacement Permit to the Importer & manufacturer, which will extinguish the prior Permit.

9.4 New or Amended Verification Requirements

- 9.4.1 The Importer & Manufacturer
- 9.4.1.1 Will take all necessary steps to remain fully aware of current Verification requirements relating to the Certified Design including any relevant new or amended Standard and/or Code requirements and shall lodge an Application with the Verification Body to address such new and/or amended Verification requirements.
- 9.4.1.2 Will promptly advise the Verification Body, in writing, of any issues that compromise, or may compromise compliance of the Certified Design with current, amended or new Verification requirements including new or amended Standard and/or Code requirements.
- 9.4.1.3 Will advise the Verification Body, in writing, of any intended or proposed modification or change to the Certified Design considered necessary to comply with new or amended Verification requirements including new or amended Standard and/or Code requirements prior to introduction of the modifications or change and shall not undertake any modification or change without the prior written approval of the Verification Body.
- 9.4.1.4 Will promptly make any changes to the Certified Design as may be required by the Verification Body because of any amended or new Verification requirements including any new or amended Standard and/or Code requirements.

9.4.2 The Verification Body

- 9.4.2.1 Will promptly respond to notification from the Importer & Manufacturer advising the Verification Body of any intended or proposed modification or change to the Certified Design resulting from amended or new Verification requirements including amended or new Standard and/or Code requirements, and notify the Importer & Manufacturer, in writing, regarding implications for continuance of the Permit.
- 9.4.2.2 Will, where compliance with new Verification requirements is established to the satisfaction of the Verification Body, promptly reconfirm in writing, the Permit.

9.5 Audits

9.5.1 The Importer & Manufacturer:

- 9.5.1.1 Will permit the Verification Body, or any person authorised by it, at all reasonable times to enter upon the Importer & Manufacturer 's premises or such other location reasonably required by the Verification Body for the purpose of allowing an Audit to take place on one or more Production Units and will provide such assistance and reasonable facilities including the provision of relevant documentation and other information reasonably requested by the Verification Body to enable the Audit to be properly carried out;
- 9.5.1.2 Acknowledges that the Verification Body will conduct audits on a regular basis on one or more Production Units in accordance with Appendix 6.
- 9.5.1.3 Acknowledges that the Certifying Body or anybody authorised by it to undertake an Audit will rely upon the accuracy of the information provided to it by the Importer & Manufacturer;
- 9.5.1.4 Acknowledges that the Audit process is both random and selective and that it is based on a limited assessment of a representative sample or samples of a Production Unit and on relevant quality assurance measures (refer to Section 9.6);
- 9.5.1.5 Will, if requested by the Verification Body, provide a representative sample of a Production Unit at a location reasonably determined by the Verification Body;
- 9.5.1.6 Will pay the Verification Body fees and charges relating to the Audit where the audit reveals a non-conformance (refer the administrative fee in Appendix 2 together with the non-standard expenses/costs set out in Section 9.10);
- 9.5.1.7 Will promptly rectify any Non-Conformance disclosed by an Audit;
- 9.5.1.8 Authorises the Verification Body to contact and to discuss with any relevant government and regulatory bodies concerned with public safety any perceived or potentially significant safety issue that has been disclosed because of the Audit.

9.5.2 The Verification Body:

- 9.5.2.1 Will, subject to compliance by the Importer & Manufacturer with its obligations, conduct Audits on one or more Production Units in accordance with Appendix 6;
- 9.5.2.2 Will advise the Importer & Manufacturer in writing of any instance in which the Audit identifies that a Production Unit does not comply with the Certified Design and may suspend the Permit;
- 9.5.2.3 Will, if it reasonably believes that a perceived or potentially significant non-compliance with the safety intent of any applicable Standards and/or Codes has been identified during an Audit, advise Regulatory Authorities.
- 9.5.2.4 Will suspend or cancel the Permit in accordance with provisions of Section 8 if, in the opinion of the Verification Body, the variance of any Production Unit from the Certified Design represents or could reasonably be considered to represent a non-compliance with the safety intent of any applicable Standards and/or Codes relating to a Production Unit.
- 9.5.2.5 Will suspend or cancel the Permits in accordance with provisions of Section 8 if, in the opinion of the Verification Body, the variance of any Production Unit is significant enough that the Verification Body is unable to confirm compliance with the appropriate Standards and/or Codes.
- 9.5.2.6 Will immediately suspend any Permit in accordance with Appendix 5 where the Audit reveals a significant non-conformance.

10. FIELD SAFETY ISSUES (including Safety Notices and Equipment Recalls)

10.1 The Importer & Manufacturer

- 10.1.1 Will advise the Verification Body immediately that it becomes aware of any matter which involves or may involve an unsafe or potentially unsafe operation or condition of a Production Unit and will otherwise comply with the Importer & Manufacturer's obligations at law;
- 10.1.2 Will immediately make available to the Verification Body all information held by it, which relates to any unsafe or potentially unsafe operation or condition of a Production Unit;
- 10.1.3 Will fully cooperate with the Verification Body and authorises the Verification Body to advise Regulatory Authorities in the event of an unsafe or potentially unsafe operation or condition of a Production Unit;
- 10.1.4 Will initiate every reasonable action to rectify the unsafe or potentially unsafe operation or condition of Production Unit;
- 10.1.5 Will meet the costs incurred by the Verification Body if it, in its absolute discretion, elects to provide resources at the request of the Importer & Manufacturer, to facilitate resolution of matters relating to the field safety issue.

10.2 The Verification Body

- 10.2.1 Will, at the request of the Importer & Manufacturer, and at the Importer & Manufacturer's cost, assist the Importer & Manufacturer (subject to compliance by the Importer & Manufacturer with this Rules Governing and subject to the availability of the Verification Body's resources at that time), in facilitating a resolution of the matters relating to any field safety issue if possible;
- 10.2.2 Will contact, and cooperate with, Regulatory Authorities if it becomes aware of the unsafe, or potentially unsafe operation or condition of a Production Unit.

11. VERIFICATION STATUS (Suspension and/or Cancellation)

11.1 The Importer & Manufacturer:

- 11.1.1 Acknowledges and accepts that the Verification Body may suspend and/or cancel any one, or more than one, Permit held by the Importer & Manufacturer for any one, or more than one, of the reasons set out in and in accordance with Appendix 5 (found on the Verification Body's website www.safegasequipment.co.za as amended from time to time.)
- 11.1.2 Acknowledges that where the Permit covers a series or family of closely related equipment, the Verification Body may suspend and/or cancel the Permit held by the Importer & Manufacturer for any one, or more than one, of the reasons set out in and in accordance with Appendix 5 (found on the Verification Body's website www.safegasequipment.co.za as amended from time to time.) and the suspension or cancellation will apply to all models, or configurations of models under coverage of that Permit.
- 11.1.3 Undertakes that it will not market or offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Permit has been suspended or cancelled;
- 11.1.4 Will not claim, imply or infer in any way whatsoever that the Technical Design of any Equipment is the subject of a Permit if that Permit has been suspended or cancelled by the Verification Body;
- 11.1.5 Warrants that it will not distribute for sale, offer for sale, sell or otherwise dispose of for gain or otherwise any Production Unit for which a Permit has been suspended or cancelled by the Verification Body;
- 11.1.6 Will not, where normally required, affix or permit to be affixed a Scheme Mark Sticker to any Production Unit for which a Permit has been suspended or cancelled by the Verification Body;
- 11.1.7 Will not apply or permit to be applied the Permit Mark to any Production Unit for which a Certificate has been suspended or cancelled;
- 11.1.8 Authorises the Verification Body to advise Regulatory Authorities and/or government bodies concerned with public safety of the suspension or cancellation of a Permit;
- 11.1.9 Authorises the Verification Body to promulgate in such manner and to such parties as it deems appropriate the fact of suspension and/or cancellation of a Permit;
- 11.1.10 Will promptly return to the Verification Body all Permits held by the Importer & Manufacturer which have been the subject of cancellation by the Verification Body;
- 11.1.11 Acknowledges that cancellation of a Permit is irrevocable and that a new Application seeking re-Verification must be lodged with the Verification Body in accordance with the requirements set out in Appendices 1 and 2 and this Rules Governing in the event that the Importer & Manufacturer seeks re-Verification;
- 11.1.12 May, in writing by its authorised representative, request the Verification Body to cancel permit.

- 11.2 The Verification Body:
- 11.2.1 May suspend and/or cancel anyone, or more than one, Permit held by the Importer & Manufacturer for anyone, or more than one, of the reasons set out in and in accordance with Appendix 5;
 - 11.2.2 May, in the case of suspension of one or more than one Permit require satisfactory resolution of the matter, before removing the suspension;
 - 11.2.3 Shall, in a timely fashion, cancel a Permit upon receipt of a written instruction to do so from an authorised representative of the Importer & Manufacturer;
 - 11.2.4 Shall comply with reporting requirements of Regulatory Authorities and/or government bodies concerned with public safety with respect to the suspension and/or cancellation of a Permit.
 - 11.2.5 Will maintain, and publish on its website periodically, a Directory of all current Permits;
 - 11.2.6 Will promulgate in such manner and to such parties, as it deems appropriate, the fact that a Permit has been suspended or cancelled.

12. GENERAL ISSUES

12.1 Confidentiality

The Verification Body shall keep confidential the Information provided to it by the Importer & Manufacturer. This obligation does not apply to Information, which is already, or which may appear later, in the public domain, nor does it apply in respect of Information which is requested to be produced by the Courts, Tribunals, Police, Regulatory Authority or other government body concerned with public safety.

12.2 Transfer of a Permit

12.2.1 The Importer or Manufacturer:

- 12.2.1.1 Will promptly notify the Verification Body in writing of any proposed change of an Importer or Manufacturer and will not infer to any party or legal entity that any such change has taken place, without the prior written approval of the Verification Body.
- 12.2.1.2 The new Importer & Manufacturer will provide the Verification Body with all necessary information required by it to enable the processing of the change and will meet the Verification Body's charges in processing there Verification (i.e. the administrative fee set out in Appendix 2 published on the Verification Body's website, www.safegasequipment.co.za as amended from time to time.)
- 12.2.1.3 Will ensure that both parties execute such documentations may be required by the Verification Body to affect any changes.

12.2.2 The Verification Body, subject to compliance by the Importer & Manufacturer with its obligations:

- 12.2.2.1 Will process any proposed change received by it, but only if the current and new Importer & Manufacturer are not indebted to the Verification Body at the time of the Importer & Manufacturer making the request and that all charges of the Verification Body in processing the change have first been received by it. Debate by committee

12.3 Notices

The respective addresses of the Importer & Manufacturer and the Verification Body are the addresses set out on the Application unless a different address is notified in writing to the other party. These addresses will apply for the serving of notices or other communications, and which may be affected by personal delivery or by post, and if by post the date of service shall be deemed to be the day after posting.

12.4 Choice of Law and Jurisdiction

The laws of the South Africa will govern the Rules Governing. Subject to the dispute resolution process referred to in Section 9.14, the Importer & Manufacturer, Verification Body and the Certifying Body agree that the courts of the South Africa shall have exclusive jurisdiction to determine any dispute arising out of or relating to this Rules Governing. The Rules Governing will comply to the requirements of the Occupational Safety and Hazards Act - No. 85 of 1993 (as amended) " and "Pressure Equipment Regulations, R 734, 15 Jul 09 (as mended).

12.5 Liability

The Importer & Manufacturer shall forever release the Verification Body, SAGA's Board of Directors, employees, agents, scheme committee members and association members and each of them from and forever agrees to indemnify and keep indemnified each of them against all actions, claims, suits, demands, costs and expenses, whether based wholly or partly on the negligence of the Verification Body, SAGA's Board of Directors, employees, agents, scheme committee members and association members, in any way arising out of or in connection with the Verification Body's obligations under this Rules Governing and the verification process including (but without prejudice to the generality of the foregoing) the following:

- (i) The giving of any assistance and/or advice prior to the time an Application is made.
- (ii) The inspection or testing (whether before or after the grant of a Permit) of any Sample Equipment, including the giving of any advice and/or assistance during the testing or inspection process;
- (iii) Any advice and/or assistance given during or in connection with the testing or inspection of a Sample Equipment or Production Unit;
- (iv) The issuing of a reserved Permit Number.
- (v) The Final Inspection of any Sample Equipment;
- (vi) The granting of any Permit;
- (vii) The installation (in accordance with all applicable Acts and Regulations) of any Production Unit bearing a Scheme Mark Sticker and/or Permit.
- (viii) The carrying out of any Audit/Spot Test and any actions undertaken following an Audit/Spot Test;
- (ix) The suspension or cancellation of any Permit or the lifting of a suspension;
- (x) Any communication with Regulatory Authorities or other government bodies concerned with public safety and discussing with those bodies any matters concerning a Sample Equipment, a Production Unit, a Certified Design, any Audit/Spot Test or a Certificate;

Note: This rule survives termination of, severance of, or amendment of this Rules Governing. To this rule "Importer & Manufacturer" includes the definition of "Importer & Manufacturer" in rule 4 and includes any Importer & Manufacturer who has held a Certificate at any time.

12.6 Quality Assurance

The Importer & Manufacturer's system of factory quality management must be acceptable to the Verification Body for a Permit to be issued and remain current. If the Importer & Manufacturer is not the manufacturer of a Production Unit then the manufacturer of the Production Unit must have a factory quality management system that must be acceptable to the Verification Body for a Permit to be issued and remain current.

Where appropriate, the Importer & Manufacturer shall complete (and the manufacturer, if different) documentation as described in Appendix 1 – Submittal Documentation and Appendix 6 –Audits.

The Verification body will accept that an Importer & Manufacturer 's or a manufacturer's system of factory quality management is sufficient if that system has ISO 9001 accreditation and or PED/SANS 347 conformity quality assurance assessments and refers to the Importer & Manufacturer's obligations under this Rules Governing. Such Importer & Manufacturer s must provide to the Verification Body a true copy of its and/or its manufacturer's ISO 9001 accreditation together with, as appropriate, a copy of the QMS procedures that relate to the Importer & Manufacturer's obligations under this Rules Governing.

12.7 Severability

Should any part of this Rules Governing be or become invalid, that part shall be severed from this Rules Governing. Such invalidity shall not affect the validity of the remaining rules.

12.8 Non-Routine Verification Assessments

- (i) The routine assessment criteria used by the Verification Body is generally to assess compliance with requirements published in an applicable Standard and/or Code. In some cases, however, the Equipment may incorporate features or technologies for which requirements in the Standard and/or Code are inapplicable, inadequate or non-existent - and an alternative assessment approach is necessary.

- (ii) Accordingly, Equipment with innovative or novel features which do not fit neatly within the parameters of an existing Standard and/or Code will not be denied Verifications long as they satisfy the safety requirements of Regulatory Authorities. Such Equipment will be referred to the applicable Regulatory Authority and, by agreed arrangement between the Verification Body and the applicable Regulatory Authority, will be subject to assessment against a set of essential requirements formulated to help ensure safety and fitness for purpose.
- (iii) Equipment that incorporates features that are not necessarily innovative or novel but for which the assessment necessitates deviation from requirements of the Standard and/or Code, will be dealt with in accordance with the procedure in paragraph (ii) above.

12.9 Reserved Permit Numbers

The Verification Body may, upon receiving a written request from the Importer & Manufacturer in a form approved by the Verification Body, issue the Importer & Manufacturer with a reserved Permit Number. A reserved Permit Number may only be issued to enable the Importer & Manufacturer to print data plates and/or publications relating to a Sample Equipment shortly prior to the issue of a Permit.

The Importer & Manufacturer agrees that any reserved Permit Number issued to it may be withdrawn by the Verification Body after the expiration of 30 days from the date of its issue if a Permit has not been issued to the Importer & Manufacturer. The Verification Body may in exceptional circumstances and in its absolute discretion extend the 30-day period.

The Importer & Manufacturer agrees that a reserved Permit Number has no Permit status, does not entitle the Importer & manufacturer to represent that the reserved Permit Number is a valid and current Permit Number and agrees that no Equipment will be sold in or supplied to the marketplace prior to the Permit being issued.

Furthermore, subsequent confirmation of a reserved Permit Number (i.e., receipt from the Verification Body of the Permit) does not provide a retrospective Permit of any equipment that has been released into the marketplace whilst bearing that reserved Permit Number.

12.10 Verification Body Non-Standard Expenses/Costs

12.10.1 A Recovery of Verification Body's non-standard expenses/costs:

12.10.1.1 From time to time, the Verification Body may incur non-standard expenses/costs in completing a Permit or providing important post-Verification services to an Importer & Manufacturer. Typically, these expenses/costs would relate to travel and/or accommodation where the Verification Body must provide such services outside its operational metropolitan areas.

12.10.1.2 The Verification Body will endeavour to minimise non-standard expenses/costs for an Importer & Manufacturer by considering appropriate servicing alternatives but, in any case, reserves the right to recover all incurred non-standard expenses/costs from the Importer & manufacturer.

12.10.1.3 The Verification Body will advise the Importer & Manufacturer in writing, and in advance, of the projected non-standard expenses and the Importer & Manufacturer will agree to meet the cost of such expenses as agreed with, and in a manner notified by the Verification Body

12.10.2 Recovery of Verification Body non-standard resource costs:

12.10.2.1 The published standard fees relating to Verification Applications and post Verification services, are based on the Importer & Manufacturer providing all necessary documentation, access to equipment samples, addressing any identified non-conformances and complying with any other Verification requirements expediently and in accordance with the published Verification processes (refer website www.safegasequipment.co.za).

12.10.2.2 The Verification Body reserves the right to apply additional charges (based on the relevant published hourly rate) where it is required to apply excessive resources to progress and/or resolve outstanding issues with an Importer & Manufacturer. In such cases, the Importer & Manufacturer will be formally advised that additional charges are to be applied and the reason for them and the Importer & Manufacturer agrees to pay those charges.

12.11 Spot Tests

12.11.1 Spot Tests are important tests and/or assessments designed to help address non-compliance with the safety intent of the applicable Standards and/or Codes associated with issues such as field failures, failed audits and Equipment complaints. The Importer & Manufacturer shall, at its own cost and if requested by the Verification Body, provide a Production Unit to the Verification Body, an Authorised Laboratory and/or an Authorised Body nominated by the Verification Body for the purposes of conducting such testing and/or assessments. All costs associated with Spot Tests are at the Importer & Manufacturer's expense.

12.11.2 Regulatory Authorities may also require an Importer & Manufacturer to provide a Production Unit for assessment, as they deem necessary.

12.12 Importer & Manufacturer Contact Details

The Importer & Manufacturer shall keep the Verification Body fully informed in writing of all relevant contact details necessary for the Verification Body to satisfactorily administer the Importer & Manufacturer's Verification (e.g., name of contact officer, job title, email address, telephone, etc.).

12.13 Non-Technical Modification

The Importer & Manufacturer shall pay the administrative fee set out in Appendix 2 published on the Verification Body's website www.safegasequipment.co.za as amended from time to time, for non-technical modifications that require the re-issue of documentation by the Verification Body.

12.14 Dispute Resolution Process

The Verification Body encourages Importer, Manufacturer's and or Customers to resolve disputes at the local level with the Verification Body and its representatives.

If such dispute cannot be resolved at the local level, then the Importer, Manufacturer's and or Customer may refer the dispute to the Chair of the Verification Body. The Chair will attempt to resolve the dispute with the Chairs counterpart in the Importer, Manufacturer's and or Customers organisation.

If the dispute cannot be resolved at Chair level, the Importer, Manufacturer's and or Customer may commence a formal dispute process. That process is available from the Verification Body's offices as amended from time to time.

12.15 Reservation of Verification Body's Right

Notwithstanding any other provision of this Rules Governing, the Verification Body reserves the right in its absolute discretion to

- (i) Decline to accept any new Application or to terminate an existing Application at any time prior to issue of a Permit and
- (ii) Refer an application to the relevant Regulatory Authority(s) for comment/direction.

12.16 Validity Period of a Permit

A Permit will remain valid for a period of three (3) years (if not subjected to cancellation/suspension during this period), subject to:

- (i) Compliance with this Rules Governing, and
- (ii) Payment of all Verification Body's fees and charges, and
- (iii) Renewal of the permit every three (3) years

Extension of a permit for 1 year, could be granted due to importer having stock of discontinued products

12.17 Use of the Scheme Trademark

The Scheme mark is legally protected, and its unauthorised use is strictly prohibited. Verification Body accepts that Importer & Manufacturer may legitimately wish to include an appropriate reproduction in equipment and related materials and requires Importer & Manufacturer's to formally request approval for use of its scheme mark for such use. In determining the suitability, or otherwise, of the use of its trademark, the Importer & Manufacturer must provide a draft of the relevant section of the Equipment brochure, etc. and Verification Body will consider the context in which the mark will appear to help ensure its use is not misleading or inappropriate. Verification Body will assist importer & manufacturer wherever possible in satisfying its content and time frame issues. It is important to note that the Verification Body Scheme Mark is also legally protected, and that the Verification Body will under no circumstances authorise their reproduction.

12.18 Importer & Manufacturer Supplied Equipment

Where an Importer & Manufacturer supplies the Verification Body with a Sample Equipment and does not formally specify at the time of supply that it wishes for the Sample Equipment to be returned to it in due course, the Verification Body reserves the right to dispose of the Sample Equipment at a time and manner of its choosing and without further advice to the Importer & manufacturer. The Importer & Manufacturer warrant that, if requested, it will reimburse the Verification Body for any associated disposition costs.

13. APPENDICES

13.1 APPENDIX 1: SUBMITTAL DOCUMENTATION

Submittal documentation required by the Verification Body as received from the importer and manufacturer before it can commence the verification process, must include all of the following:

- (i) A completed Application for Equipment Verification Form (SAGA Ref: ES001) signed by an authorised employee of the Importer & Manufacturer (NB: is obtainable from SAGA offices)
- (ii) A Declaration of Conformity.
- (iii) A Type Examination Certificate.
- (iv) Test report
- (v) A copy of Equipment Specifications, which clearly identify the Sample Equipment. These shall provide an engineering description of the Sample Equipment and cover physical configuration and structure, dimensional relationships, electrical hardware and software, wiring diagrams, materials and components. The specifications are also to include a copy of fully dimensioned drawings and instructions relating to installation, operation and maintenance applicable to the Equipment. In addition, you should refer to the relevant Standards as they may require further specific documentation for assessment purposes.
- (vi) Any other information the Importer & manufacturer wishes the Verification Body to consider in its Verification assessment. This may also include appropriate test reports relevant to the equipment submitted for Verification.
- (vii) Quality Management System Certificate (if accredited) or Quality Management System Documentation (if not accredited) and or PED/SANS 347 quality assurance conformity assessment modules.

Notes:

- (a) The Importer & Manufacturer is responsible for ensuring Submittal Documentation is consistent with any specification requirements described in the Standard applicable to the Sample Equipment and must be acceptable to the Verification Body.

- (b) Applications received without the necessary supporting documentation (as described above) and older than 3 months may be rejected and returned to the Importer & Manufacturer .
- (c) If a Test Report is to be submitted with an Application, it must be from an Authorised Laboratory/Authorised Body and will need to report on all relevant testing requirements subsequently identified by the Verification Body if it is to help reduce the time taken to gain Verification.
- (d) Importer & Manufacturer s are advised to refer to the Verification Body website (www.safegasequipment.co.za) or the Verification Body Office (tell: 011 431 2016) to confirm the current versions of listed Forms and Fee Structure as amended.

13.2 APPENDIX 2: FEE STRUCTURE – VERIFICATION BODY FEES AND CHARGES EFFECTIVE 1 JULY 2022 (AS AMENDED)

Verification fee (New Permit)	R2 720 per application
Permit Renewal Fee (Members)	R2 260 per permit
Permit Renewal Fee (Non-Members)	R2 720 per permit
Audit Fee	R2 000 per hour for non-standard chargeable activities

13.3 APPENDIX 4: Scheme Mark

Background

As the Verification Body expands its Verification services to include equipment that are not necessarily related to the use of gas, and its traditional (gas) Verification activities are subject to competition from other Verification organisations, it is evident that some equipment need to carry more detailed Verification identification. Accordingly, and to assist the various Regulatory Authorities, the following marking requirements are being introduced (as appropriate) from 1 July 2011:

Scheme Mark Objectives

Scheme Mark applied to certified equipment should clearly:

- (i) Identify the Verification Body that has issued the Permit. Suitable identification markings to identify the Verification Body include the Scheme mark,
- (ii) Reference the Permit Number (see also point (iii) below). The Permit Number is recorded on the Permit and the Permit relates to specific Equipment model identification details that are the responsibility of the Permit Holder. The Permit Number must be marked only on certified equipment; and
- (iii) Indicate the scope of Verification issued by the Verification Body

13.5 APPENDIX 5: VERIFICATION STATUS CHANGE

Suspension

The Verification Body may suspend a Permit (including a Permit where a series or family of closely related equipment is covered by the Permit) for such period as determined at the sole discretion of the Verification body when:

- (i) In the opinion of the Verification Body, continuance of a Permit may result in a significant or potentially significant threat to the public or consumer safety;
- (ii) The Importer & Manufacturer fails to meet one or more than one of its obligations under this Rules Governing, including failing to provide an audit sample when reasonably requested and failing to comply with the Verification Body’s badging and/or marking requirements;
- (iii) The Importer & Manufacturer fails to fulfil its financial obligations to the Verification Body with respect to fees and charges payable in accordance with Appendix 2 and this Rules Governing as amended from time to time;
- (iv) A request is received from a Regulatory Authority or Government Body. Notwithstanding the above, the Verification Body will immediately suspend a Permit in cases where it becomes aware of Equipment non-compliance that will or may, in the opinion of the Verification Body, affect safety and/or safety related performance. Examples of reasons for immediate suspension of a Permit include, but are not limited to, non-compliances relating to the following:
 - a. Gas train/safety components (e.g., gas controls, limit switches, pressure switches)
 - b. Combustion system (e.g., air/flue passages, rating, burner, injectors, aeration controls)

- c. Introduction of Equipment for use with a specific gas type / voltage supply characteristics that is not covered by the claimed certification.
- d. Introduction of Equipment for use with a specific gas type that has not been assessed.
- e. Installation and/or operating instructions
- f. Material composition changes (e.g., in casings, castings, trivets, burners, heat-exchangers, seals, hoses)
- g. Equipment being falsely represented as certified by bearing or claiming a Permit mark or claiming a Permit number that does not apply to that Equipment.
- h. Equipment bearing a Permit number, and/or Equipment to which a Scheme Mark has been affixed, but for which a Permit has not been issued.
- i. Failure to comply with any rectification programme and timetable which may be provided to the Importer & manufacturer by the Verification Body following identification of a non-compliance.
- j. Failure to comply with any rectification programme and timetable which may be provided to the Importer & manufacturer by the Verification Body following identification of non-compliance.

Notes:

- a) It is a requirement of Regulatory Authorities that they be advised when a Permit has been suspended including the reasons and circumstances that lead to the suspension of the Permit. The Verification Body will comply with such requirement.
- b) Where the Permit covers a series or family of closely related equipment, the Verification Body may suspend the Permit held by the Importer & Manufacturer for any one, or more than one, of the reasons set out in and in accordance with these Rules Governing (found on the Verification Body's website www.safegasequipment.co.za, as amended from time to time) and the suspension will apply to all models, or configurations of models under coverage of that Permit.

Cancellation

The Verification Body

- (i) Will not, except in exceptional circumstances, cancel a Permit without first suspending the Permit and affording the Importer & Manufacturer reasonable opportunity to fulfil the Importer & Manufacturer's obligations under this Rules Governing.

Notwithstanding the above, the Verification Body:

- (ii) Reserves the right to cancel a Permit where a Permit has been suspended for period greater than 12 months.
- (iii) May cancel a permit when, in the opinion of the Verification Body, continuance of the Permit may result in a significant, or potentially significant threat to public or consumer safety;
- (iv) May cancel a Permit, together with any other Permits held by the Importer & Manufacturer, in circumstances in which the Importer & Manufacturer fails to fulfil its financial obligations to the Verification Body with respect to fees and charges payable in accordance with Appendix 2 and this Rules Governing as amended from time to time;
- (v) May cancel a Permit upon receiving a request from a South African Court of Law, Regulatory Authority or other Government Body;
- (vi) May cancel a Permit when the Importer & manufacturer fails to meet one or more than one of the Importer & Manufacturer's obligations as described in this Rules Governing.

13.6 APPENDIX 6: AUDITS

Purpose

- (i) To provide a limited level of independent verification that Production Units continue to be manufactured in accordance with the Certified Design; and
- (ii) To help ensure the Certified Design is reviewed considering new or changed Permit requirements or Standards.

Audit Limitations

- (i) The Audit process is routinely based upon a selective review of a single (or restricted number) of Production Units. Audits are generally conducted at the Importer & Manufacturer's premises (or that of their nominated representative) and, as such, are unable to involve detailed laboratory testing.

- (ii) The Audit process is both random and selective and is based on a limited, essentially visual, assessment of a representative sample or samples of a Production Unit.
- (iii) The Audit process is also based on a basic assessment of the Importer & Manufacturer s/quality assurance measures and requires completion of the relevant Verification Body forms by the appropriate party/parties.

Audit Principles

- (i) The Verification Body reserves the right to conduct audits on randomly selected Production units as when it sees fit.
- (ii) It is intended that Audits should be conducted on a regular basis.
- (iii) An Audit is essentially a visual comparison of a Production n unit with elements of the associated Certified Design and the current requirements prescribed in applicable Standards and/or Codes.
- (iv) Individual Audits may not necessarily cover all features, versions or components of the Certified Design but should (over time) cover most of them.
- (v) Irrespective of nature, severity or cause, auditors will report all audit non-compliances disclosed by the Audit to the Verification Body
- (vi) In addition to any fee to renew a Permit, all failed audits relating to that Permit will attract an Audit charge based on the current hourly rate (i.e., on-site audit time plus reasonable estimate of pre/post audit administrative and total travelling time).
- (vii) The Verification Body may recover from the Importer & Manufacturer non-standard expenses incurred arising from an Audit.
- (viii) For a Permit to remain current, the Importer & Manufacturer must pay the required Renewal Fee on renewal of the permit every three (3) years and by the due date and make a Production Unit available for audit, when requested. Should the Permit not be current the Importer & Manufacturer shall enter a new cycle, a cycle outside of the Renewal cycle, and the Importer & Manufacturer must pay the Required Fee for the issue of a new permit as if it's a first issue.
- (ix) The Verification Body will suspend the Permit for any Production Unit failing an Audit for reasons that, in the opinion of the Verification Body, may represent a significant safety problem because of non-compliance with the safety intent of any applicable Standards and/or Codes relating to a Production Unit. Such suspension shall remain in force until such time as the Verification Body advises the Importer & Manufacturer otherwise in writing.
- (x) Where, in the opinion of the Verification Body, a standard Audit is unable to adequately confirm continued compliance with current Verification requirements, and where it has reasons to suspect a significant non-compliance may exist, the Importer & Manufacturer agrees to submit a Production Unit for laboratory re-testing at its own expense.
- (xi) Where no Production Unit relating to a Permit has been assessed in a laboratory for an excess of 5 years, the Verification Body may request appropriate laboratory re-testing, and the Importer & Manufacturer agrees to comply with such request and at the Importer & Manufacturer's expense.

13.7 APPENDIX 7: LIST OF AUTHORISED LABORATORIES

The following contact information relates to laboratories registered by SANAS (South African National Accreditation System) to conduct tests and report on testing.

- **SABS**

www.sabs.co.za

Phone: 012 428 7911

E-mail: info@sabs.co.za

Importers & manufacturers are required to provide Type Test Certifications and Reports & Declarations of Conformity to SAGA for Verification purposes. As laboratories may not be accredited by SANAS to perform all types of test work, it is incumbent upon the Importer & Manufacturer to check, and receive formal confirmation, that their selected laboratory is fully accredited as per ILAC.

13.8 APPENDIX 8: LIST OF GASEOUS FUELS

Gaseous fuels for which the Equipment Verification Scheme(s) applies are as follows:

- Natural Gas (NG)
- Methane Rich Gas (MRG)
- Liquefied Petroleum Gas (LPG)
- Bio Methane Gas
- Liquefied Natural gas (LNG)
- Compressed Natural Gas (CNG)
- Liquid Fuels are included as a fuel type using pressure equipment as prescribed in SANS 13577

Note: Liquefied Petroleum Gas is divided into two sub-groups designated as follows:

- (a) Propane
- (b) Butane

Or such other gaseous fuel(s) as may be determined by the Verification Body from time to time.

13.9 APPENDIX 9: LIST OF APPLICABLE STANDARDS

The following is a non-exhaustive list of the safety standards that relate to required equipment to be submitted to the Verification Body for the issuing of an equipment permit.

Also refer to the applicable **Normative References** within each of these standards.

1. SANS 13577-2
2. SANS 347
3. SANS 15500 – all parts
4. SANS 16924
5. SANS 20110
6. SANS 1104
7. ISO 12614
8. ISO 16923

PER Schedule gazetted 2017

<https://safegasequipment.co.za/index.php/database/>

13.10 APPENDIX 10: LIST OF INTERNATIONAL ACCREDITED TEST HOUSES

<https://ilac.org/>

https://commission.europa.eu/index_en