

PestCert

ACCREDITATION RULES

PestCert Accredited
Our professionalism ... your security

March 2010

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Introduction

The following document sets out the Accreditation Rules for the PestCert Accreditation Program for the pest management industry.

PestCert is the Australian pest management industry's quality assurance program developed by the Board of PestCert and managed by PestCert Limited. Its purpose is to ensure that Accredited Pest Managers:

- (a) Commit to ensuring the safety of people, pets, buildings and the environment;
- (b) Can demonstrate they have passed independently-conducted tests of advanced skill and knowledge;
- (c) Commit to PestCert's strict Code of Conduct;
- (d) Pledge to undertake continuing professional development and keep up-to-date with the latest pest management technologies;
- (e) Can be relied on to only use properly maintained equipment and vehicles, and use and store chemicals and other pest management products safely and correctly; and
- (f) Provide true value-for-money service.

These Rules provide the fundamental framework for PestCert, and are administered by PestCert Limited on behalf of the Australian pest management industry.

Confidentiality

Information obtained from member enterprises by PestCert Limited will be treated as confidential and will not be divulged to other parties other than in accordance with these Accreditation Rules.

1. Definitions and Interpretations

1.1. Definitions

In these Rules where commencing with a capital letter, the following definitions will apply, unless the context otherwise requires:

Accreditation means Accreditation of an Enterprise being a pest manager in accordance with these Rules and the PestCert Standards;

Accredited Group means a group of more than one (1) pest manager operation that are formed through a legal entity and affiliated with PestCert Limited, examples include multi-branch operating franchises.

Agent means a person approved by PestCert Limited to act on its behalf:

Audit means the systematic examination to verify that the Enterprise is acting in accordance with these Rules;

Auditor means a person approved by PestCert to conduct audits on its behalf;

Auditee means the Enterprise that is the subject of an Audit;

Self-Audit means a systematic examination carried out by the Enterprise to verify that Enterprise is acting in accordance with these Rules;

Self Assessment – see **Self Audit**

Group Internal Audit means a systematic examination carried out by a member of the Group to verify that the Auditee is acting in accordance with the Rules as outlined in Section 6.6;

Authorised User means a person authorised in accordance with these Rules to use the Trademark;

Chemical Safety Program means the guidelines for motor vehicles used for pest management and for the storage of chemicals – shown in Section 2.2.

PESTCERT means PESTCERT LIMITED, ABN 115 850 872

Company means PESTCERT, ABN 115 850 872

Enterprise means a pest management business accredited by PESTCERT LIMITED in accordance with these Rules and the PESTCERT Approved Licensing Program;

Goods means pests and chemicals used to manage a business as above;

Trademark means the Accreditation trademark as represented in Appendix A;

Non-Conformance means non-conformance as defined in these Rules;

Registrar means the Registrar of Trademarks;

Rules means these Rules and any amendments made hereto from time to time;

Standards means these Rules of Accreditation and any amendments to them, from time to time; and,

ISO means International Standards Organisation.

1.2. Interpretation

1.2.1. In these Rules, unless the context otherwise requires:

- words in the singular will include the plural and vice versa;
- references to a particular gender shall include all genders;
- references to a person shall include natural persons, corporations, bodies politic, associations, partnerships and trusts.

1.2.2. For the purpose of these Rules, all powers to be exercised by PestCert are exercised by its Board of management (or delegate) unless these Rules state otherwise.

1.2.3. All discretions or decisions by PestCert must be exercised or made in good faith. A person alleging that PestCert has not acted in good faith bears the onus of proving that allegation.

1.2.4. A reference to a person includes the person's successors and permitted assigns. A reference to a person who holds an office includes (as the case requires) the person who holds:

- (a) that office from time-to-time;
- (b) a corresponding office in another jurisdiction; or
- (c) an office that replaces the nominated office from time to time.

1.2.5. A reference to a paragraph or appendix is a reference to a paragraph of or appendix to these Rules.

1.2.6. A reference to any other agreement or instrument where amended or replaced means that agreement or instrument as amended or replaced.

1.2.7. Headings must be ignored in the interpretation of these Rules.

1.3. Proprietorship

The Trademark is the absolute property of the Company and may not be used by any person except an Accredited PestCert Enterprise, unless with the specific approval of PestCert Limited.

2. Obligations of Accredited Enterprises

2.1. Compliance

2.1.1. Each Accredited Enterprise must comply in all respects with:

- (a) its application for Accreditation;
- (b) these Rules;
- (c) the PestCert Standards; and
- (d) all laws and regulations relevant to the conduct of its activities, including holding all licences, permits, consents and approvals required for its activities.

2.1.2. Each Accredited Enterprise must, if required by PestCert, provide evidence of compliance with paragraph 2.1.1.

2.2. Chemical Safety Program

2.2.1. Each Accredited Enterprise must establish and maintain a Chemical Safety Program that:

- (a) is approved by PestCert; and
- (b) meets the requirements set out in the PestCert Standards, as well as any other requirements notified by PestCert to the Accredited Enterprise from time-to-time

2.2.2. Each Accredited Enterprise must ensure that its Chemical Safety program is varied to conform to any variations in these Rules or any other variations required by PestCert from time-to-time.

2.2.3. In the event of the scope of the operations changing from that detailed in the Enterprise's application or ACCREDITATION certificate, the Enterprise must give written notice to PestCert at least seven days prior to the changes taking effect. The Enterprise must ensure that its Chemical Safety Program is amended to reflect these changes.

2.2.4. Each Accredited Enterprise must conduct its activities in accordance with its Chemical Safety Program.

2.2.5. Vehicle Accreditation.

Annual self-assessment against the "PestCert Code of Practice for Vehicles and Chemical Storage used for Pest Management Purposes" and completion of compliance declaration re any deficient items.

Possible audit by an external party when nominated by PestCert.

2.2.6. Storage Accreditation

Companies who distribute product to other business locations, either company owned franchisee or sub contractor from central storage areas may need premises accreditation using Agsafe criteria. Information in relation to these criteria can be obtained at www.agsafe.com.au. Vehicles used for the storage, transport and application of pest management chemicals.

The majority of the following requirements are either based in law, Government Guidelines or are simply good practice. Although some requirements are specific to a particular State or Territory, PestCert requires that best practice is followed in order to gain accreditation.

The requirements have been grouped into specific areas, however some requirements will overlap so you may need to check other areas if you are unsure whether a certain requirement covers the specific situation you are considering.

2.2.7. Vehicle

- (a) *Is roadworthy and has required registration and insurance.*
A Technician's vehicle must be well maintained so it does not add to the risk of an accident causing harm to the technician, public or the environment.
- (b) *Has a floor and walls impervious to chemicals.*
Chemicals can react with / degrade certain materials, thereby increasing the risk of spilt chemicals not being contained within the vehicle.
- (c) *Is able to contain leaks or spills of pesticide concentrate so they do not leave the vehicle.*
Chemicals must be contained to minimise the risk to the technician, public and the environment.
- (d) *Will not allow contact of chemicals with porous surfaces.*
Porous materials will hold chemicals, increasing the risk to the technician and potentially leading to leaks from the vehicle.
- (e) *Has the driver and passenger areas separated from chemical carrying areas by air tight seals.*
Chemicals must never be transported with people. Spills and vapours from chemicals can cause serious harm. Cabins in vehicles with enclosed storage areas must have air tight seals from the chemical storage areas.
- (f) *Has adequate ventilation in the chemical storage area.*
Vans or similar enclosed vehicles carrying gas cylinders must have adequate cross flow ventilation. Chemical vapours can cause serious harm and so enclosed storage areas must be able to be

well ventilated. A build up of gasses in a confined area can cause an explosion if an ignition source is available.

- (g) *Is clearly identifiable as a pest control vehicle.*
It is a legal requirement in all States and Territories that vehicles used for pest control be appropriately labelled.
- (h) *Is easily cleaned and kept clean.*
Chemicals can build up in difficult to clean areas. Chemical residues can be harmful and therefore a vehicle should be regularly cleaned to remove any chemical residues.

2.2.8. Equipment

- (a) *Is able to be appropriately stored and secured to avoid damage.*
Damaged equipment increases the risk of harm to the technician, public or the environment and even minor damage can lead to unsuccessful pest control.
- (b) *Is kept clean.*
Chemical residues can be harmful as discussed above.
- (c) *Tanks on the vehicle used to carry diluted pesticide are labelled with the words.*
POISON (followed by the active constituent name)
AVOID CONTACT
HAZARDOUS PESTICIDE
This labelling makes it clearly obvious to an untrained person of the potential risks and is a requirement by many States and Territories. In an accident, it also aids any emergency personnel in the identification of the hazard present.
- (d) *Hoses are suitable for the application of pesticides under pressure.*
Australian Standard AS2594 Hoses and Hose Assemblies for Liquid Chemicals', provides details on appropriate hose quality which is important when used to deliver hazardous chemicals.

2.2.9. Chemicals on Vehicles

- (a) *Chemicals are appropriately stored and secured to avoid damage and theft.*
Damaged chemical containers will increase the risk of leaks and spills. Note: In WA there are more stringent security requirements for the transport and storing 1080 and strychnine).
- (b) *All undiluted pesticides must be kept in the original closed container bearing the original intact and readable label.*
All States and Territories require this by law. Pesticide labels contain information on chemical identity, warnings, precautions and instructions on use which must be followed to ensure a safe and effective result. In the case of an accident, emergency workers will need to know what hazards are on the vehicle and to

help determine what the best containment or treatment practices are.

- (c) *Chemicals are mixed on site and not transported on the vehicle in any appreciable quantity unless unavoidable due to extenuating or unforeseeable circumstances.*

This is a good practice requirement so as to minimise the risk associated with contamination of the environment and or public hazard in the case of a vehicle accident.

- (d) *Chemical containers are triple or pressure rinsed with the rinsates and containers disposed of appropriately.*

Pesticide labels require that containers be triple or pressure rinsed and that rinsates be added to the spray tank. Rinsing is best done immediately after use. Containers to be recycled (eg for DrumMuster) must be clean. If not recycling, then containers must be rendered unusable by breaking, crushing or puncturing. Destroyed containers must then be taken to an appropriate authority landfill or disposal pit meeting the appropriate authority requirements. Empty containers and product must not be burnt. Programs exist for the disposal of unwanted chemicals. Check with your local hazardous goods authority or a licensed waste contractor.

2.2.10. Safety

- (a) *Carry an inventory (list) in a prominent place in the vehicle of all pesticides carried, including an MSDS for each one.*

This is a requirement of Occupational Health and Safety regulations and is good practice should you need quick access to information regarding any chemical you may need to use or have previously used.

- (b) *Carry an appropriate Standard Operating Procedure to deal with chemical spills or leaks.*

To ensure you are prepared to deal with any foreseeable chemical spills or leaks during pest management activities, all vehicles must contain a relevant Standard Operating Procedure (SOP). All technicians using the vehicle should be trained in the SOP requirements.

- (c) *Carry an appropriate first aid kit.*

The kit should be regularly maintained and updated so that it is sufficient to be useful in any potential injury situation.

- (d) *Carry appropriate personal protective equipment and a spare change of clothes.*

A full set of personal protective equipment necessary to cover any chemical use or spill clean up should be kept on the vehicle.

A spare set of clean clothes should be kept in case any clothes worn become contaminated.

(e) *Carry an appropriate fire extinguisher.*

There are a number of types of portable fire extinguishers available in Australia. Each type of extinguisher may be rated for one or more classes of fire.

The Classes of fire are (according to Australian Standard AS):

CLASS A: Ordinary Combustibles (paper, wood, cardboard)

CLASS B: Flammable and combustible liquids (methylated spirits)

CLASS C: Flammable gases (LPG, hydrogen)

CLASS D: Combustible metals

CLASS E: Electrical fires

CLASS F: Cooking oils and fats

Ensure that the fire extinguishers carried on the vehicle are appropriate for the types of fires which could occur. A chemical specific fire extinguisher (ie fire types B and C) is required. Dry chemical or carbon dioxide (CO²) fire extinguishers are suitable for chemical fires; however check that you have one to cover the class of fires expected. Note: water based extinguishers are not appropriate for fires other than class A, and could spread any fire rather than contain it.

(f) *Carry an appropriate Spill Kit.*

Spill kits can be bought or you can put it together yourself. Besides the personal protective equipment discussed above, a spill kit will require material to absorb the spill (eg hydrated lime, cat litter, or clay), a solution to help decontaminate the area (refer to the label, however most pesticides can be neutralised with household bleach or another sodium hypochlorite product mixed with water), hand shovels and plastic, sealable barrels or similar containers, to collect the spill and contaminated adsorbent.

(g) *Carry appropriate warning sign/s for use when cleaning up chemical spills and when chemical sprays are in use (e.g. Pest Management operations – please keep clear).*

It is a duty of care that you warn any nearby people that you are cleaning up or using potentially hazardous chemicals. Removing or at least minimising exposure is the best way of avoiding harm.

(h) *Carry an adequate quantity of clean water.*

Clean water is required to wash off any pesticide contamination of skin and to flush out, if in eyes (see chemical label or MSDS under Safety Directions for instructions).

2.2.11. Storage and Disposal Requirements

- (a) *The chemical storage area meets Government requirements for Minor or Major Storage.*

The Australian Standard for the Storage of Agricultural and Veterinary Chemicals (AS 2507) sets storage requirements for pesticides. AS 2507 also sets limits for “Minor Storage”, ie where storage requirements are less than would be required for “Major Storage”. The Government Regulations which refer to AS 2507 will have different requirements for Minor and Major Storage. Major Storage areas have significant requirements to be met. See your relevant State or Territory Authority for further information and detailed requirements.

Although Minor Storage premises may be exempt from licensing, this does not mean that all of the regulations and requirements can be ignored. The basic safety precautions still apply (eg separation, segregation, containment and conduct of persons etc). In addition, Local Government approval may be required to operate a business where chemicals are stored at the business. This is particularly important where a business is operated in a non commercial/industrial area (eg a domestic residence).

For storage areas to be considered minor they must be areas where packages are kept closed and any staffs present are trained in hazardous goods storage requirements. Storage limits are dependant on the Dangerous Goods “Packaging Group” (PG) definitions as follows:

PG I – 5 kg or L maximum

PG II – 250 kg or L maximum

PG III – 1000 kg or L maximum

Non Dangerous Goods – 1000 kg or L maximum

It is permitted to store each of the maximum allowable quantity of each packing group combined, e.g. 200 L PG II and 900 L PG III or even 900 L PG III and 900 L non DG are both permissible as minor storage

- (b) *The Storage area is secure from non-authorized persons and located externally to domestic residence.*

To avoid untrained persons accessing a potentially hazardous area and any exposure of children and other non-authorized people to potentially harmful vapours from damaged or open containers, storage areas must be locked and are not to be located within a domestic residence (e.g. garage).

- (c) *The Storage area has adequate bunding and spill collection.*

To minimise risks to the public and environment, storage areas should be able to contain 25% of the total amount of liquid

pesticides in the storage area and 110% of the largest single container of liquid pesticide.

- (d) *The Storage area is appropriately signed.*

To provide adequate warning to unauthorised persons, to ensure incompatible substances are separated or segregated, and to advise any emergency personnel in the case of an accident.

- (e) *The Storage area is isolated from incompatible materials and other hazards.*

As per the requirements for chemicals in vehicles. In addition chemicals must be stored away from heat, combustible material or electrical sources, including fuse boxes, naked flames and other heat sources.

- (f) *The Storage area is free of non-absorbent material.*

As per the requirements for chemicals in vehicles.

- (g) *The Storage area has appropriate ventilation.*

As per the requirements for vehicles.

- (h) *The Storage area has an inventory of all chemicals in the storage area.*

As per the requirements for vehicles.

- (i) *There are appropriate first aid and spill kit supplies, fire extinguisher, personal protective equipment and Standard Operating Procedures accessible.*

As per the requirements for chemicals in vehicles.

2.3. Management representative

Each Enterprise must:

- (a) nominate a person employed or engaged by the Enterprise who is acceptable to PestCert and has completed a course of training approved by PestCert (or has otherwise demonstrated equivalent competency to the satisfaction of PestCert);
- (b) ensure that the person nominated in sub paragraph 2.3(a) is responsible for managing the Enterprise's Chemical Safety program on a day-to-day basis,
- (c) ensure all records are properly completed and that action is promptly taken to remedy any defects in them;
- (d) ensure all staff receive appropriate training in compliance with these Rules; and
- (e) ensure prompt action is taken in accordance with all notifications from PestCert from time-to-time.

2.4. Staff

2.4.1. Each Enterprise must demonstrate to the satisfaction of PestCert that it has within its operations at all times during the Enterprise's working hours sufficient trained staff to maintain its Chemical Safety program and otherwise ensure compliance by the Enterprise with these Rules.

2.4.2. Who needs individual accreditation?

- **Pest Management Technicians.**
Persons applying pest management products to a site.
- **Sales representatives.**
Sales representatives employed by pest management businesses who provide advice and give job quotations irrespective if they themselves apply or use products for pest management purposes.
- **Office staff.**
Office staff analysing pest problems and providing advice on pest management options and/or product advice.

Important Note: Office administrative staff, including those who answer phones and book / schedule jobs do not require accreditation. Office staff providing advice directly from written prepared material and working under the supervision a PestCert accredited individual who takes responsibility for recommendations given to customers do not require accreditation.

An individual is eligible for accreditation when they meet all of the following requirements:-

- (a) Obtain the appropriate competency units.
- (b) Provides an undertaking to abide by PestCert Code of Conduct.
- (c) Provides an undertaking to participate in continuing professional development - minimum of 240 points over three year period, with a minimum of 80 points in any one year and attend a minimum of 2 CPD Events in any one year.

2.5. Equipment

2.5.1. Each Enterprise must ensure there is adequate equipment, in good working order, for all treatments and inspections required under these Rules to be properly carried out.

2.6. Reference material

2.6.1. Each Enterprise must at all times make the following documents available for reference by all relevant staff:

- (a) these Rules;
- (b) all PestCert notifications, which PestCert advises, must be retained by the Enterprise;
- (c) the PestCert Standards; and
- (d) all other applicable codes and/or legislation specified by PestCert,
- (e) and all other documents, which PestCert advises from time to time.

2.7. Change in Ownership

2.7.1. If a change in ownership is proposed or occurs in respect of an Enterprise, the Enterprise must give PestCert written notice of a change in ownership (including, without limitation, parties involved in the transaction and any other details PestCert requires).

2.7.2. PestCert may (but is not obliged to) review the Accreditation of an Enterprise if a change occurs.

2.8. Requirements of Accreditation

2.8.1. Company Accreditation

The main focus of accreditation will be company accreditation (as accredited companies will be promoted to the general public).

A company or company location will be eligible for PestCert accreditation when it meets all of the following criteria:-

- (a) All eligible company individuals are accredited.

- (b) At least one supervisor / operational manager within a business or business location must hold a pest management licence for the jurisdictions in which they operate. Other individuals may hold different levels of qualification, however to encourage growth and professional development in a company, a maximum number of individuals who do not hold a licence or the necessary qualifications to conduct pest management activities (trainees) is allowed. The maximum number of trainees in a business depends on the number of licensed people present and the size of the operation. The requirements are outlined in the following table:-

Number of Licensed individuals in company	Maximum number of Trainees allowed
1	1
2 to 10	Not more than 1 for every 2 Licensed persons
Greater than 10	30%

- (c) All individuals must hold the competency units applicable to the type of work undertaken eg all individuals involved in timber pest management must have units 8 and 10. Those carrying out fumigation must also hold unit 11.
- (d) All eligible vehicles and storage areas must be accredited.
- (e) The organisation must commit to have accredited individuals undertake continuing professional development including the attendance of a minimum of two CPD events per year.
- (f) The organisation must undertake to abide by PestCert's Code of Conduct.
- (g) The organisation must undertake to abide by all industry codes of Practice (where they exist).
- (h) The organisation Agrees to participate in audits of the company's compliance against the PestCert standards.

Once a business/business location is accredited, then that business is entitled to use the PestCert accreditation and logo in the promotion of the business.

3. Fees

3.1. Member Fees

3.1.1. Each Enterprise must pay all fees payable to in connection with these Rules (including without limitation, fees payable to PestCert, its agents, assessors and auditors)

The following membership fees are payable by PestCert members:

A Class Members	\$425 which includes the first technician plus \$245 for each technician thereafter (excl GST)
B Class Members	\$2,000 (excl GST)
C Class Members	\$250 (excl GST)

3.2. Membership Duration

3.2.1. The membership year shall be from 1 July to 30 June. Members who join outside this time shall be entitled to pro rata membership as determined by the Board from time to time

3.3. Amendments

3.3.1. PestCert may uniformly prescribe such other fees or amendments to the above fees as it thinks fit.

3.4. Classes of Membership

A Class Member

Any sole trader, partnership, trust, company, co-operative or association carrying on a business who has fulfilled all of the Company's requirements to be accredited and has been accredited by the Company and includes any person or entity who has fulfilled any required level of accreditation or been admitted to any level of accreditation set by the Company.

'A' Class members shall be entitled to an additional vote for each additional office or franchise office so accredited.

B Class Member

Any individual, associate, sole trader, partnership, trust, company, co-operative or association carrying on business as a contractor, merchant or manufacturer supplying goods, material, chemicals, or plant and equipment connected with the treatment, prevention, destruction or control of insect, animal or plant pests and any members of any trade or profession ancillary or supplementary to the pest

management industry who earns greater than 100K gross from the pest management industry per annum.

C Class Member

Any individual, associate, sole trader, partnership trust, company, co-operative or association carrying on business as a contractor, merchant or manufacturer supplying goods, materials, chemicals, or plant and equipment connected with the treatment, prevention, destruction or control of insect, animal or plant pests and any members of any trade or profession ancillary or supplementary to the pest management industry who earns less than 100K gross from the pest management industry per annum. An industry supporter shall be entitled to receive publications and information which the Company may issue from time to time and attend general meetings and shall be entitled to receive notices, and to vote.

4. Application for Accreditation

4.1. Application

- 4.1.1. Each Enterprise must supply all relevant information as required by PestCert. It is the responsibility of each Enterprise to notify PestCert of all changes to information provided at the time of application.
- 4.1.2. Each Enterprise must pay all fees payable to PestCert or its agents connected with such an application.
- 4.1.3. Each Enterprise must establish and maintain a Chemical Safety program approved by PestCert.
- 4.1.4. Each Enterprise must carry out a self assessment utilizing the approved PestCert forms and provide the completed assessment to PestCert.

4.2. Initial Self Assessment

- 4.2.1. Prior to Accreditation, each proposed Enterprise may be required to undergo an audit of its business in respect of which it is seeking Accreditation. PestCert may audit an Enterprise at its own discretion.
- 4.2.2. Following a Self Assessment Accreditation audit referred to in paragraph 4.2.1, PestCert will notify the Enterprise of its decision concerning Accreditation.
- 4.2.3. Upon the successful Accreditation of an Enterprise, against the requirements set out in these Rules and the Standards, the Company will grant the successful Enterprise the right to use the PestCert Trademark in accordance with the stated Rules.

5. Audits

5.1. Audits

- 5.1.1. Each Accredited Enterprise may be required to undergo an audit of the Enterprise's continued compliance with these Rules. Such audits will be conducted at frequencies determined by PestCert. The frequency of audits may be extended at the discretion of the Company based on an assessment of chemical safety risk and history of performance for individual enterprises.
- 5.1.2. Subject to paragraph 5.1.1. Accredited enterprises will be contacted in advance of the intended date of audit.
- 5.1.3. Whilst the date of an audit may vary year-to-year, the Accreditation date will remain 1 July each year.
- 5.1.4. Audits should ideally be scheduled to take place during pest management operations; however it is acknowledged this will not always be possible. Where an audit is to take place outside the pest management period, the enterprise must ensure that they can demonstrate management procedures and provide adequate records to support their PestCert system.
- 5.1.5. All Accredited Enterprises must comply with all audit requirements prescribed in the Standards. Accredited Enterprises are required to self-monitor and correct problems when they arise and not to wait until an audit is due.
- 5.1.6. PestCert may schedule random audits of an Accredited Enterprise or require additional audits if, in the opinion of PestCert, such Audits are necessary or desirable to protect the interests of PestCert. At any time PestCert deems appropriate, an Accredited Enterprise must undertake a further audit which may be at the Enterprise's sole expense.
- 5.1.7. Subject to paragraph 5.1.4, each Accredited Enterprise will be notified of PestCert's intention to conduct a random Audit at least fourteen (14) days before the Audit. Where an Audit is required as the result of a complaint being received by PestCert the accredited Enterprise will receive three (3) working days notice of the Audit.
- 5.1.8. If an Authorised User fails any audit prescribed under this section 5, then PestCert may in its absolute discretion revoke the permission to use the Trademark, subject to a right of appeal to PestCert.

- 5.1.9. An Accredited Enterprise may refer to PestCert any perceived variations in auditing standards, to ensure uniform standards are maintained.
- 5.1.10. An Audit must be conducted by an Auditor approved by PestCert to conduct audits on its behalf.
- 5.1.11. Any Enterprise will be able to appeal to PestCert Limited against an Auditor's decision.
- 5.1.12. PestCert will recognise audits undertaken by ISO accredited auditors and participation in an ISO Standard.

5.2. Conduct of Initial Accreditation

- 5.2.1. When conducting an initial Accreditation, the Auditor will evaluate the competency and understanding of the individual with regard to general chemical safety principles and the PestCert Standards. In addition, the Auditor will evaluate the competency of the individual in implementing the PestCert system within their day-to-day operations, through the review of individual elements of the PestCert Standards.
- 5.2.2. When auditing, an Auditor will evaluate non-conformance according to a non-conformance scale as shown in Table 1.

Table 1: Non-conformance assessment scores

Non-conformance	Documented by	Definition
Critical non-conformance	A Critical Incident Report (CIR).	The integrity of Chemical Safety or the integrity of PestCert has been compromised.
Major non-conformance	A Corrective Action Report (CAR).	There is the potential to compromise chemical safety or PestCert.
Minor non-conformance	A Corrective Action Report (CAR).	Does not directly impinge on Chemical Safety or the integrity of PestCert.

Without limiting the manner in which an Auditor may conduct an Audit, the Audit will usually be conducted in the following manner:

- (a) On arrival at the Accredited Enterprise's premises the Auditor will conduct an entry meeting to explain the scope and manner of the Audit and answer any questions the Accredited Enterprise may have in respect of the Audit.
- (b) The Auditor may audit the Accredited Enterprise's Chemical Safety Program records to assess compliance with these Rules.

Chemical Safety Program (CSP) records refer to all documents and records defined in the CSP that have been established and/or used to satisfy the requirements of PestCert Accreditation (including, but not limited to, records required by Legislation, Industry Codes of practice).

- (c) At the completion of the Audit the Auditor will conduct an exit meeting noting:
 - I. faults detected and their severity;
 - II. matters which require rectification; and
 - III. the date by which rectification must be undertaken.
- (d) At the completion of the Audit, the Auditor will provide a written report of the Audit to the Accredited Enterprise, together with a copy of corrective action requests prepared by the Auditor during the course of the Audit; and
- (e) Advise whether or not the Enterprise will be recommended for initial or continued Accreditation as applicable.

5.3. Follow-up Audit/Corrective Action

5.3.1. An Auditor may conduct a follow-up Audit to verify that effective action has been taken by the Accredited Enterprise to remedy any matters which the Auditor or PestCert consider requires rectification and, following any such Audit, will provide a written report of the Audit to the Accredited Enterprise.

5.3.2. Where an Audit requires a corrective action to be taken by the accredited Enterprise that Enterprise may be required to confirm in writing that the required actions have been completed.

5.4. Assistance and Access

5.4.1. Each Accredited Enterprise must provide all reasonable assistance required by an Auditor during the course of each Audit.

5.4.2. Each Accredited Enterprise must, on request from an Auditor, give the Auditor access to:

- (a) the Accredited Enterprise's premises;
- (b) all records concerning the Accredited Enterprise; and
- (c) all pest management product storage areas including vehicles

for any purposes relating to Audits.

6. Accredited Groups

6.1. Application to PestCert Limited

Each Accredited Group must apply to PestCert on the prescribed Umbrella Group application form and pay the prescribed fee to PestCert.

Each Group must complete the documents required and provide them to PestCert.

Examples of Accredited Groups include franchises, companies operating from more than one location.

6.2. Legality

Each proposed Group must be a legal entity under Australian law (the intent is that the entity must at least be Incorporated and hold a current Certificate of Incorporation as proof of its legal status).

6.3. Structure

Each Group must document to the satisfaction of PestCert the structure of the Group.

6.4. Responsibilities and Duties

The documented structure must clearly identify the position/s responsible for the management of PestCert activities including management of the Umbrella Group.

6.5. Pest Manager Self Audit

Each Pest Manager business within the Group must perform an individual self-audit once per year using the PestCert Checklist as appropriate for the operation.

6.6. Group Internal Audits

Each Group must undertake to have an internal audit of each member by the designated auditor/s within that group at least once per year.

Internal audits must address the PestCert Standards and Rules as applicable to the auditee.

Internal audit reporting must include:

- (a) Identification of the Group member;
- (b) Signature of the auditee;
- (c) Audit date;
- (d) Auditor;
- (e) Audit scope;

- (f) Details of any non-conformances; and
- (g) The recommended status of the member.

6.7. Group Sanctions

Each Group must communicate and apply the PestCert sanctions (or equivalent) to its members and maintain records of the sanctions applied.

The group must report all critical non-conformances to PestCert within five (5) working days of the non-conformance being identified.

Notification of non-conformance must include a full description of the non-conformance with the disposition of the product involved and full disclosure of corrective action taken to address the non-conformance.

6.8. PestCert External Audit

Each Group must permit full access to PestCert and its agents to undertake an external audit as required by PestCert.

The audit will address the approved Group Quality System and associated facilities including all assets of the group, i.e. buildings, branches and vehicles, if applicable.

A random sample of Group members may be selected on the day of the audit to participate in on site audits of member facilities.

The sample size will be the square root of the number of members, or five (5) members, whichever is the greater sample size.

6.9. Product traceability and identification

Each Group will be responsible for the use of the PestCert certification Trademark to ensure its use is in accordance with the PestCert Rules as amended.

7. Use of the Trademark

- 7.1** The PestCert Trademark may only be used in connection with pest management carried out in compliance with the PestCert Code of Conduct and these Rules.
- 7.2** An Accredited Enterprise may only use the Trademark as represented in **Appendix A** (2 formats) and must not in any way alter, amend or vary the Trademark.
- 7.3** An Accredited Enterprise may only identify the Trademark as a certification Trademark.

8. Withdrawal of Accreditation

8.1. Voluntary Withdrawal by an Enterprise

8.1.1. An Enterprise may, on written notice to PestCert, withdraw from Accreditation. Withdrawal is effective on receipt of the notice by PestCert Limited at their registered office of Suite 204, Level 2, 105 Pitt Street, Sydney NSW 2000, or GPO Box 4886, Sydney NSW 2001.

8.1.2. The Enterprise must return its Certificate of Accreditation and all Accreditation Cards to PestCert and cease using the Trademark.

8.2. Withdrawal of Accreditation by PestCert

8.2.1. If an Enterprise:

- (a) being a body corporate, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
- (b) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors; or
- (c) ceases to operate its business for a continuous period of two years

PestCert may, by written notice to the Enterprise, withdraw the Enterprise's Accreditation.

8.2.2. If an Enterprise:

- (a) breaches any term of these Rules which, in the opinion of PestCert, is not capable of remedy;
- (b) fails within seven (7) days after receipt of written notice from PestCert, or such other period as agreed between the parties, to remedy any breach of these Rules which, in the opinion of PestCert, is capable of remedy; or
- (c) supplies false information or documentation; or
- (d) fails to grant satisfactory access or assistance in accordance with paragraph 5.4 of these Rules; or
- (e) issues a notice under paragraph 2.8 notifying a proposed change in ownership of the Enterprise,

PestCert shall consider the matter and may by written notice to the Enterprise, suspend the Enterprise's Accreditation.

8.2.3. If any of the matters set out in paragraph 8.2.2 occurs, PestCert may serve a notice in writing on the Enterprise:

- (a) setting out the decision taken of PestCert and the grounds on which it was based; and
- (b) stating that the Enterprise may give PestCert a written statement within 14 days of receipt of the notice, showing cause why Accreditation should not be withdrawn, and that if the Enterprise fails to respond to the notice, Accreditation may be withdrawn.

8.2.4. PestCert will consider any written submission made by the Enterprise pursuant to paragraph 8.2.3. PestCert may also consider such other matters or take such other action as it considers necessary in deciding whether or not to withdraw the Accreditation of an Enterprise.

8.2.5. Where Accreditation of an Enterprise is withdrawn:

- (a) PestCert will revoke permission granted to the Enterprise to use the Trademark;
- (b) PestCert will notify the Enterprise in writing and remove the Enterprise's name from the Register of Accredited Enterprises; and
- (c) the Enterprise must return its Certificate of Accreditation to PestCert and cease using the Trademark.

8.2.6. On withdrawal of Accreditation PestCert may recover from the Enterprise all damages, losses, costs and expenses incurred by PestCert arising from or in any way connected with any conduct, act or omission on the part of the Enterprise in connection with withdrawal of the Accreditation.

8.3. Reapplying for Accreditation

8.3.1. If an Accredited Enterprise voluntarily withdraws from the PestCert Approved Supplier Program, an application for Accreditation may be made at any time following the same procedure as for initial Accreditation.

8.3.2. If Accreditation is withdrawn by PestCert, an application for Accreditation cannot proceed until THIRTY DAYS have elapsed from the date Accreditation was withdrawn. After this period, application for

Accreditation may be made following the same procedure as for initial Accreditation. When considering any such new application PestCert will adopt procedures which it considers appropriate to protect the interests of the Australian pest managers and products.

8.4. Revocation of permission to use Trademark

8.4.1. PestCert may revoke permission for use of the Trademark on the occurrence of any one or more of the following events:

- (a) Accreditation of the Enterprise being withdrawn in accordance with these Rules.
- (b) The Accredited Enterprise breaches any one or more of these Rules;
- (c) The Accredited Enterprise fails to comply with the Standards;
- (d) The Accredited Enterprise fails an audit;
- (e) The Accredited Enterprise uses the Trademark in a manner not authorised by these Rules; or
- (f) The Accredited Enterprise becomes bankrupt or is the subject of winding up or liquidation proceedings.

9. Appeals

- 9.1** Any refusal to grant Accreditation or any revocation of Accreditation by PestCert is subject always to a right of appeal to PestCert.
- 9.2** If the dispute is not resolved within 28 days of submission of the dispute to them, or such other time as they agree, the provisions of paragraph 9.3 will apply.
- 9.3** Either party may request the President of the Law Society of New South Wales or his nominee to appoint an Expert to determine the dispute.
- 9.4** In making a determination in accordance with paragraph 10.3:
- Each Expert acts as an expert and not as an arbitrator; and
 - The Expert's decision is conclusive, final and binding on the parties (except in the case of manifest error).
- 9.5** The parties must pay the costs of the determination as determined by the Expert.

10. Indemnity

10.1. PestCert Indemnity

- 10.1.1. The Enterprise covenants and agrees with PestCert that the Enterprise indemnifies and keeps indemnified PestCert in respect to all or any claim, action, demand or suit made by any third party against PestCert arising from or in any way related to the withdrawal or refusal of Accreditation in accordance with these Rules.
- 10.1.2. The Enterprise covenants and agrees with PestCert that in the event that Accreditation is withdrawn or refused in accordance with these Rules, the Enterprise will not make or institute any claim, demand, action or suit against PestCert arising from or in any way related to the withdrawal or refusal of Accreditation.

11. Variations

11.1. Amending the Rules

- 11.1.1. PestCert may from time to time amend these Accreditation Rules including the Code of Conduct.
- 11.1.2. Where PestCert proposes to amend the Rules or Code of Conduct, PestCert must notify all Accredited Enterprises of its intention. A variation takes effect:
 - (a) Seven (7) days after PestCert sends the notice, or from any other date specified in the notice; and
 - (b) Despite any accidental failure to give notice to any Accredited Enterprise.

12. The Register

12.1. The Register

- 12.1.1. PestCert or a body authorised by PestCert shall maintain a Register of Accredited Enterprises which shall include details of the name, address and trade description of each Accredited Enterprise and the date of registration and number allotted to each Accredited Enterprises and such other details PestCert may wish from time-to-time to include in the Register.

12.2. Use of Information

- 12.2.1. The Enterprise acknowledges that PestCert may use information concerning the Enterprise or the business of the Enterprise obtained in connection with these Rules or the Accreditation of the Enterprise in a manner PestCert considers appropriate for the purposes of these Rules or the Accreditation of the Enterprise, including publishing any or all such information as PestCert considers necessary or desirable for the purposes of the Accreditation Program

13. Public Inspection of the Rules

- 13.1** These Rules will be available for inspection during normal business hours at the offices of the Company at Level 2, 105 Pitt Street, Sydney, NSW 2000. These Rules are also available for inspection on the PestCert website www.pestcert.com.au.

14. Paramountcy

- 14.1** In the event of any inconsistency between these Rules and a Permit, these Rules will prevail to the extent of that inconsistency.

Appendix A

1. Requirement for the Use of the PestCert Certified Trademark

- 1.1 The Certified User of the PestCert Trademark will be a PestCert accredited pest management business.
- 1.2 The PestCert Certified Trademark is used to indicate that a pest management business has been assessed as meeting the standards of PestCert accreditation and has made a commitment to abide by the PestCert Code of Conduct.
- 1.3 Authority to use the Trademark as a Certified User for the period that accreditation is in place will be provided by PestCert via a non exclusive licence agreement.

2. Requirements for use of the Certified Trademark by Certified User

- 2.1 The Certified User is to display the Trademark in a prominent manner alongside the business name on business letterhead, advertisements, website and other promotional material.
- 2.2 The Certified User has an obligation to make consumers aware of PestCert accreditation and the existence of these Rules and the PestCert Code of Conduct through;
 - Signage
 - Advertising and promotion
 - Promotion by staff
 - Provision of Code of Conduct information when complaints are made.
 - Advice to customers on the process to follow for any customer complaints or issues.
- 2.3 The Certified User undertakes to use the Trademark only in the form authorised by PestCert Limited. The Trademark shall not be used in Australia by any person or business except with the authority of PestCert Limited.
- 2.4 Uses of the Certified Trademark in print will either in be in black or in PMS 300 blue colour.
- 2.5 It is a fundamental condition of the use of the Certified Trademark or any other trade or other marks of PestCert Limited that the user fully observes and performs all of the obligations set out in the PestCert Code of Conduct.

- 2.6 If PestCert withdraws or otherwise terminates a businesses' right or licence to use the PestCert Trademark or any other trade or other marks of PestCert, that business must forthwith cease the use of any such mark and must not represent or hold out that the business is entitled to use any such mark.

3. Control of PestCert Trademark

- 3.1 The Certified Trademark is the absolute property of PestCert and shall not be used by any person or business except under and by virtue of an accreditation issued under these Rules.
- 3.2 Use of the Trademark is subject to the permanent control of PestCert which may take such steps as necessary to ensure the observance of requirements of these Rules and the Certified User of the Trademark acknowledges PestCert's rights to this regard.
- 3.3 PestCert may from time to time alter these Rules or make new ones, providing that the Australian Competition and Consumer Commission ("the ACCC") consents to these changes.
- 3.4 The power of issuing, renewing and withdrawing an accreditation is vested with PestCert Limited.
- 3.5 These Rules remain enforceable regardless of the termination of any right to use or licence granted under them.

4. Misuse of PestCert Certified Trademark

- 4.1 It is in the interest of all accredited pest management businesses that these Rules are adhered to and that the PestCert trademark becomes known for its professionalism and consistency.
- 4.2 Misuse of the Trademark may include
- Its use by a non accredited individual or business
 - Continued use by an individual or business that has not paid annual accreditation fees.
 - Continued use by an individual or business that has had accreditation withdrawn or not renewed.
- 4.3 Pest managers or members of the general public who become aware of any misuse or breaches are encouraged to inform the Executive Director, PestCert Limited.

- 4.4 If a pest manager or a pest management business is reported to be in breach of these Rules, initial clarification of the situation will be sought by PestCert Limited to ascertain the specific nature of the breach. Subsequent investigation and discussion will then be held with the reported individual or business to enable a satisfactory outcome for all parties and compliance with the requirements of the Certified Trademark and PestCert accreditation.
- 4.5 The process for the Right of Appeal is defined within these Rules.

5. PestCert Code of Conduct

- 5.1 The PestCert Code of Conduct defines the obligations of individuals within accredited businesses in meeting the ethical and behavioural requirements of PestCert accreditation. This Code encourages industry best practice by PestCert accredited pest managers and business in their dealings with consumers and other businesses.
- 5.2 The Manager of a pest management business must make a written commitment (contained within the application form) to abide by this Code before being granted business accreditation.
- 5.3 The requirements of the Code are that PestCert accredited businesses:-
- Always provide customers with factual information, opinions and advice on pest management options which will generate realistic expectations.
 - Operate and market the pest management business ethically, fairly, responsibility and safely at all times.
 - Ensure that all those responsible for advising, recommending or applying pest management products and practices comply with the PestCert accreditation standards for competency and continuing professional development.
 - Comply with all legislation covering the use of pest management products and practices.
 - Where chemical products are used, always ensure that they are registered or under permit with the APVMA, and used according to label directions.
 - Only apply and use pest management products and equipment in ways which protect the health and safety of people and the environment.

- Adopt risk management procedures within the business which are adequately documented and staff undergo training in implementation.
- Have an effective complaints management process that is committed to an efficient and fair resolution. Record all complaints in a Complaints Register, which includes all relevant complainant details, including detail on all discussions and correspondence.
- Only use the PestCert Certified Trademark in accordance with PestCert requirements.
- Undergo audits, arranged by PestCert, to ensure compliance with PestCert accreditation and Trademark User standards and requirements.

5.4 PestCert reserves the right to withdraw, without notice, the right or licence of any person or other entity to use the PestCert Trademark or any other trade or other marks of the Company at any time if any such person or entity breaches the PestCert Code of Conduct in any way.

6. Disclaimer

Statements made by accredited persons and Certified Users of the Trademark are the responsibility of people making them, not PestCert Limited.

PestCert (including the PestCert Board, Management and Committees), its employees, officers and agents do not accept any liability of whatever nature:

For the results of action taken in reliance upon, based on or in connection with this Code;

For any errors or omissions contained in this document or in any publication made pursuant to this document;

The publication of information relating to the grant, refusal, suspension or withdrawal of accreditation;

Arising out of or relating to the PestCert accreditation scheme; and/or

For direct, indirect or consequential losses suffered by any party as a result of the PestCert accreditation scheme and more particularly resulting from a refusal or withdrawal by PestCert of PestCert accreditation.