



Version 1.3

# RULES FOR THE OPERATION OF The Australian Carpet Classification Scheme Incorporating The Environmental Certification Scheme

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**Administered by the Carpet Institute of Australia Limited**

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## RULES FOR THE OPERATION OF THE AUSTRALIAN CARPET CLASSIFICATION SCHEME

### 1 Title

The title of the Scheme shall be the Australian Carpet Classification Scheme.

### 2 Scope

The Australian Carpet Classification Scheme is a scheme by which floor covering products, manufactured in, or imported for use within Australia, are classified in accordance with the Australian Carpet Classification Scheme Technical Guidelines as amended from time to time by the Australian Carpet Classification Scheme Panel.

Floor covering products comprise machine made and hand made textile floor coverings, soft underlay for textile and resilient floor coverings, resilient floor coverings, floor installation adhesives, artificial turf and acoustic panels.

### 3 Definitions and Construction

3.1 In these Rules and in any schedule hereto the following terms shall have the respective meanings set out below:-

3.1.1 "ACCS" shall mean the Australian Carpet Classification Scheme;

3.1.2 "Appeal" shall mean an appeal to the Registrar of Trade Marks;

3.1.3 "CIAL" shall mean the Carpet Institute of Australia Limited;

3.1.4 "Certification Mark" shall mean Registered Trade Mark No. C309,403 in the name of the Carpet Institute of Australia Limited of Level 1, 493 St. Kilda Road 3004, Melbourne which comprises a "shuttle" symbol and the words "AUSTRALIAN CARPET MARK" set out in Schedule 1;

3.1.5 "Classified Floor Covering" shall mean:

- i. a machine-made and hand made textile floor covering having a pile use surface classified under the Australian Carpet Classification Scheme in accordance with the Australian Carpet Classification Scheme Technical Guidelines and ACCS Rug Certification Technical Guidelines, as amended from time to time by the Australian Carpet Classification Scheme Panel;
- ii. a machine made underlay in accordance with the ACCS ECS Underlay Technical Guidelines as amended from time to time by the Australian Carpet Classification Scheme Panel;
- iii. adhesive classified in accordance with the ACCS ECS Adhesive Technical Guidelines as amended from time to time by the Australian Carpet Classification Scheme Panel;
- iv. machine made artificial turf classified under the ACCS ECS Artificial Turf Technical Guidelines as amended from time to time by the Australian Carpet Classification Scheme Panel;
- v. machine made acoustic panels and tiles classified under the ACCS ECS Acoustic Panel Technical Guidelines
- vi. machine made resilient flooring classified under the ACCS ECS Resilient Technical Guidelines as amended from time to time by the Australian Carpet Classification Scheme Panel;

3.1.6 "Committee" shall mean the Committee of the Carpet Institute of Australia Limited appointed in accordance with the Articles of Association of that company;





- 3.1.7 ECS Carpet Level 1 means the initial assessment level of environmental certification  
 ECS Carpet Level 2 means the second assessment level of environmental certification  
 ECS Carpet Level 3 means the third assessment level of environmental certification  
 ECS Carpet Level 4 means the fourth assessment level of environmental certification  
 ECS Carpet Level 4+ means the fifth assessment level of environmental certification  
 ECS Resilient Level 1 means the initial assessment level of environmental certification  
 ECS Resilient Level 2 means the second assessment level of environmental certification  
 ECS Resilient Level 2+ means the third assessment level of environmental certification  
 ECS Adhesive Level 1 means the initial assessment level of environmental certification  
 ECS Adhesive Level 2 means the second assessment level of environmental certification  
 ECS Underlay Level 1 means the initial assessment level of environmental certification  
 ECS Underlay Level 2 means the second assessment level of environmental certification  
 ECS Underlay Level 2+ means the third assessment level of environmental certification  
 ECS Artificial Turf Level 1 means the initial assessment level of environmental certification  
 ECS Artificial Turf Level 2 means the second assessment level of environmental certification  
 ECS Artificial Turf Level 2+ means the third assessment level of environmental certification  
 ECS Acoustic Panels Level 1 means the initial assessment level of environmental certification  
 ECS Acoustic Panels Level 2 means the second assessment level of environmental certification  
 ECS Acoustic Panels Level 2+ means the third assessment level of environmental certification
- 3.1.8 “Label” shall mean any one of the labels set out in Schedule 2 bearing the Certification Mark as varied from time to time by notice in writing given to the Licensee by the Licensor and any other Label brought within the scope of this Agreement from time to time by notice in writing given to the Licensee by the Licensor;
- 3.1.9 “Licence” shall mean a licence to use the Certification Mark and the Labels on or in relation to Classified Floor Coverings and submit Floor Coverings to the Carpet Institute of Australia Limited for classification by the Panel in accordance with the Rules as amended from time to time with the consent of the Registrar;
- 3.1.10 “Licence Number” shall mean the licence number issued to a Licensee upon registration of a granted Licence;
- 3.1.11 “Licensee” shall mean a person holding a valid Licence and may include both members and non-members of the Carpet Institute of Australia Limited;
- 3.1.12 “Person” shall include companies, bodies corporate and other legal entities;
- 3.1.13 “Panel” shall mean the classification panel of the CIAL appointed in accordance with Rules 8 and 9;
- 3.1.14 “President” shall mean the president of the Carpet Institute of Australia Limited appointed in accordance with the Articles of Association of that company;
- 3.1.15 “Register” shall mean the General Register in accordance with Rule 14;
- 3.1.16 “Registered Number” shall mean the exclusive number allotted to each floor covering under the ACCS as recorded by the ACCS General Register;
- 3.1.17 “Registered Office” shall mean Level 1, 493 St. Kilda Road 3004, Melbourne Victoria 3004



- 3.1.18 “Registered Specification” shall mean the nominal and tested specification of a Classified Floor Covering as recorded by the ACCS General Register;
- 3.1.19 “Rules” shall mean the rules herein prescribed as amended from time to time;
- 3.1.20 “Standard Tolerance” shall mean standard manufacturing process variation as described in ACCS ECS Carpet Technical Specifications (Textile Floor Coverings - Metric Units and Commercial Tolerances for Measurement);
- 3.1.2.1 “Technical Specifications” shall mean the:
- i. ACCS ECS Carpet Technical Specifications
  - ii. ACCS ECS Resilient Technical Specifications
  - iii. ACCS ECS Underlay Technical Specifications
  - iv. ACCS ECS Adhesive Technical Specifications
  - v. ACCS ECS Artificial Turf Technical Specifications
  - vi. ACCS ECS Acoustic Panel Technical Specifications
  - vii. ACCS Rug Certification Technical Specifications
- As amended from time to time containing the details of the technical standards and other standards and specifications prescribed for classification by the Panel
- 3.1.22 “Testing Laboratory” shall mean a testing laboratory accredited by the National Association of Testing Authorities or international equivalent; and
- 3.1.23 “Floor Covering” shall mean a textile floor covering having a pile use surface of a particular combination of construction, pile fibre, composition, pile weight, pile height, and other technical considerations set out in the ACCS ECS Carpet Technical Specifications and the ACCS Rug Certification Technical Specifications, as amended from time to time and any other such textile floor coverings as determined by the Australian Carpet Classification Scheme Panel from time to time.
- 3.2 In these Rules and in any schedules hereto words in the singular include the plural and vice-versa and words in one gender include the other genders.
- 3.3 The headings in these Rules are for ease of reference only and shall not affect the construction or meaning of these Rules or any provision thereof.



## 4 Funding and Administration

The ACCS shall be sponsored by the CIAL and vested in the CIAL and administered by the CIAL.

The ACCS shall be part funded by ACCS Licensees in the form of Licence fees and any other fees charged in relation to the classification of Floor Coverings and part funded by the CIAL in the form of technical, marketing, administrative and other support services provided over and above remuneration set out in Rule 38.

## 5 Accounts and Business Records

The accounts and business records of the ACCS shall be kept separately by the CIAL, but these accounts and records shall be subsumed under the CIAL for taxation and other related purposes. The CIAL and the ACCS shall use the same auditor, but all ACCS funds shall be accounted for separately.

## 6 Certification Mark

The Certification Mark may only be used on and in relation to Floor Coverings classified under the ACCS in accordance with the Technical Specifications and these Rules.

## 7 Panel

The Panel shall be responsible for classifying Floor Coverings submitted to it by the CIAL for classification under the ACCS in accordance with the Technical Specifications.

## 8 Panel Composition

8.1 The Panel shall initially be appointed by the Committee of the CIAL. The Panel shall comprise a maximum of 13 members or such other number as determined by the CIAL from time to time and shall be selected from representatives of carpet and other flooring manufacturers, whether members of the CIAL or not, and other persons having relevant technical experience relating to the manufacture of Floor Coverings or other experience which in the view of the CIAL shall be of assistance to the operations of the Panel.

8.2 A minimum of five Panel members must be present before gradings can be awarded at any classification meeting.

## 9 Appointment of Members of the Panel

The Panel may appoint new members to the Panel or remove existing members from the Panel on a decision of the majority of the members of the Panel subject to the new members being selected from nominees nominated by the Committee.

## 10 Maintain copy of Technical Specifications

10.1 The CIAL shall maintain at the Registered Office a copy of the Rules and a copy of the Technical Specifications. The Rules and Technical Specifications shall be available to the public for inspection during the normal business hours of the Registered Office.

10.2 CIAL shall submit a copy of the Technical Specifications to the Registrar of Trade Marks upon request.





## 11 Licences

- 11.1 Every person wishing to participate in the ACCS and use the Certification Mark and the Labels must submit a written application to the CIAL for a Licence to do so and, if required by the Panel, show to the reasonable satisfaction of the Panel:
- 11.1.1 that he is a manufacturer or a bona fide distributor/importer of Floor Coverings;
  - 11.1.2 that he is of good repute and of good financial standing; and
  - 11.1.3 that he shall sign a Licence.
- 11.2 In the event of any inconsistency between any provision of the Rules and any provision of a Licence, the Rules shall prevail.

## 12 Issue of Licence Number

The CIAL shall issue to each applicant who, in the opinion of the Panel, complies with the conditions set out in Rule 11, a Licence Number, provided always that the Panel may, subject to an appeal to the Registrar, in its absolute discretion refuse to grant a Licence to any applicant. The Panel shall provide the applicant with reasons for any such refusal to grant a Licence.

## 13 Scope to Make Further Applications for Licence

Nothing in Rule 12 shall preclude an applicant submitting a further application for a Licence.

## 14 Register

The CIAL shall establish and maintain a General Register containing:

- 14.1 the name and address of each Licensee under the ACCS;
- 14.2 the name and address of the Australian agent(s) of each overseas Licensee under the ACCS;
- 14.3 the date of registration of each Licence and the Licence Number issued to each Licensee;
- 14.4 the Registered Number allotted to each Floor Covering classified under the ACCS and such other detail as the Panel may from time to time require to be recorded concerning each Classified Floor Covering; and
- 14.5 such other particulars as the CIAL or Panel may from time to time deem necessary.

## 15 Entitlement

Subject to the Licence, the Technical Specifications and the Rules, upon being issued with a Licence Number, the Licensee shall be entitled to submit Floor Coverings to the CIAL for classification under the ACCS and use the Certification Mark and the Labels on and in relation to Classified Floor Coverings.

## 16 Fees

Each Licensee shall pay to the CIAL the annual subscription payable in advance of such amounts in accordance with the Licence and on such terms and conditions as may, from time to time, be prescribed by the Panel. The Licensee shall also pay to the CIAL any further or other fees the Panel may at its discretion prescribe for the promotion and running of the ACCS.



## 17 Classification

An application for classification of a Floor Covering under the ACCS shall be in the form from time to time prescribed by the CIAL. Each application shall be accompanied by as many samples of the Floor Covering as are from time to time prescribed by the Panel and included in the Technical Specifications, as published by the ACCS from time to time. Each application shall also be accompanied by the prescribed fee as determined by the Panel from time to time. A prescribed fee will, in addition, be payable for each Floor Covering registered for each calendar year or part thereof. A Licensee who voluntarily withdraws a Floor Covering submitted for classification under the ACCS in accordance with the Rules and the Technical Specifications, shall be liable to pay the fee from time to time prescribed for the whole of the calendar year in which the withdrawal takes place. Fees may, from time to time, be prescribed by the Panel on the recommendation of the CIAL.

## 18 Categories

The categories prescribed by the Technical Specifications shall be:

### ACCS Location Guidance Classification:

Residential Light Duty	(1 star rating)
Residential Medium Duty	(2 star rating)
Residential Heavy Duty (lower to mid range)	(3 star rating)
Residential Heavy Duty (mid to higher range)	(4 star rating)
Residential Extra Heavy Duty (lower to mid range)	(5 star rating)
Residential Extra Heavy Duty (mid to higher range)	(6 star rating)
Contract Light Duty	(1 star rating)
Contract Medium Duty	(2 star rating)
Contract Heavy Duty	(3 star rating)
Contract Extra Heavy Duty	(4 star rating)

### ACCS ECS Environmental Classification

Environmentally Certified

ECS Carpet Level 1 means the initial assessment level of environmental certification

ECS Carpet Level 2 means the second assessment level of environmental certification

ECS Carpet Level 3 means the third assessment level of environmental certification

ECS Carpet Level 4 means the fourth assessment level of environmental certification

ECS Carpet Level 4+ means the fifth assessment level of environmental certification

ECS Resilient Level 1 means the initial assessment level of environmental certification

ECS Resilient Level 2 means the second assessment level of environmental certification

ECS Resilient Level 2+ means the third assessment level of environmental certification

ECS Adhesive Level 1 means the initial assessment level of environmental certification

ECS Adhesive Level 2 means the second assessment level of environmental certification

ECS Underlay Level 1 means the initial assessment level of environmental certification

ECS Underlay Level 2 means the second assessment level of environmental certification

ECS Underlay Level 2+ means the third assessment level of environmental certification

ECS Artificial Turf Level 1 means the initial assessment level of environmental certification

ECS Artificial Turf Level 2 means the second assessment level of environmental certification

ECS Artificial Turf Level 2+ means the third assessment level of environmental certification

ECS Acoustic Panels Level 1 means the initial assessment level of environmental certification

ECS Acoustic Panels Level 2 means the second assessment level of environmental certification

ECS Acoustic Panels Level 2+ means the third assessment level of environmental certification

ACCS Certified Rugs means Residential Heavy Duty and Light Commercial





## 19 Labels

There shall be a designated Label as set out in Schedule 2 for each of the categories of classification of the ACCS specified in Rule 18, which shall be used in accordance with the Licence and the Rules.

## 20 Consideration of Applications

The Panel shall consider each application submitted to it for classification of a Floor Covering and evaluate whether the Floor Covering the subject of the application falls within the category applied for by the Licensee under the Technical Specifications given the technical data provided by the Licensee, the results of tests conducted by Testing Laboratories and such other evaluation as required by the Panel.

## 21 Notification of Classification

The CIAL shall advise the Licensee of the classification allocated by the Panel to the Floor Covering submitted for classification. The classification shall be entered in the Register. Each registration shall be made in such a manner as to enable each Floor Covering recorded in the Register to be identified individually by reference to a Registered Number.

## 22 Index of Carpet Quality Names

The CIAL shall in addition to the Register maintain an Index of Carpet Quality Names governed by the Index of Carpet Quality Names Rules containing:

- 22.1 the registered name of each Textile Floor Covering whether or not classified under the ACCS;
- 22.2 the name of the company requesting a name of a particular Textile Floor Covering be registered;
- 22.3 the date of registration;
- 22.4 if the Textile Floor Covering is classified under the ACCS, the classification and Registration Number allotted to that Classified Textile Floor Covering; and
- 22.5 such other details as the CIAL may require to be recorded from time to time.

## 23 Quality Names

It shall be possible for a Floor Covering to be registered under more than one quality name provided that an entry of a Classified Floor Covering shall state the classification and Registered Number of that Classified Floor Covering so as to clearly identify that one particular Floor Covering has been registered under alternate names.



## 24 Dispute

In the event of a dispute between a Licensee and the Panel as to the correct classification of the Floor Covering, the following appeal process will apply:

The Licensee shall inform the Panel in writing that they dispute or wish to have reviewed the classification assigned by the Panel to a particular carpet quality. In requesting a review, the Licensee shall state in writing the reasons why the review is sought and supply technical documentation, the results of further testing or any other information necessary to support the case for re-classification of a carpet quality. The Panel shall review the classification at the first available opportunity. The Licensee shall be required to pay any charges associated with re-classification of a carpet quality.

If, after such review, a dispute still exists between the Licensee and the Panel as to the classification of a Floor Covering an Appeals Committee comprising two Carpet Industry Arbitration Service Arbitrators and the Executive Director of the CIAL shall decide upon the correct classification for the Floor Covering. The decision of the Appeals Committee shall be final and binding on all parties. The costs for arbitration shall be born by the licence.

## 25 Property of Certification Mark

The Certification Mark is the absolute property of the CIAL and shall not be used by any persons except as permitted under the Licence.

## 26 Use of the Certification Mark

- 26.1 The Certification Mark is to be used to indicate a Floor Covering bearing the Certification Mark and the Registered Number allotted to that Floor Covering of that quality have been tested and classified under the ACCS by the Panel. The Certification Mark and the Registered Number allotted to the Floor Covering shall not be used other than in accordance with the Rules.
- 26.2 The Certification Mark shall not be used in any manner which is misleading or deceptive or which is likely to be misleading or deceptive or which may bring the Certification Mark into disrepute.
- 26.3 If the Licensor in its absolute discretion considers that the representation of the Certification Mark used by the Licensee is unsuitable the Licensee shall upon written notification by the Licensor terminate such use.
- 26.4 The Certification Mark shall only be used on or in relation to a Classified Floor Covering while it conforms to its classification under the ACCS.
- 26.5 The Licensee shall not use the Certification Mark or the Labels on or in relation to any Floor Covering if the Floor Covering ceases to meet its classification under the ACCS in accordance with the Technical Specifications and in accordance with the Rules.
- 26.6 If the characteristics of the Classified Floor Covering are varied in any way that will, or is likely to, change its classification under the ACCS, the Licensee shall not use the Certification Mark and Labels on or in relation to that Floor Covering until the compliance of that Floor Covering to that classification is confirmed.
- 26.7 If the Floor Covering ceases to meet its classification the Licensee may submit the Floor Covering for another classification under the ACCS.



## 27 Display of the Certification Mark and Labels

- 27.1 The Certification Mark shall be used on a Label and shall be applied to any and all Samples of the Classified Floor Coverings in a position, which is visible to the consumer.
- 27.2 Whenever the Certification Mark accompanies Floor Coverings it shall not be represented in a manner that would deceive a consumer into believing that those Floor Coverings had been manufactured in a place other than the place of their true origin.
- 27.3 In the event that a Classified Floor Covering is described in brochures or other literature, it is the responsibility of the Licensee to ensure that any mention of that Classified Floor Covering shall be clearly identified by its quality name, registration number and its classification according to either:
- 27.3.1 the standard ACCS lettered abbreviations for each of the grading categories (printed on the registration certificate) or
  - 27.3.2 the full description of the classification category.
- 27.4 Whenever the specifications of a Classified Floor Covering is listed, or otherwise referred to, the classification of the Floor Covering must be associated with the Registered Number.
- 27.5 Whenever the Certification Mark is used on or in relation to a Sample of the Classified Floor Covering, the Floor Covering itself or in any literature, the Licensee shall specify the Registration Number of the Classified Floor Covering and such other details required by the Licensor to be represented from time to time.

## 28 Quality Assurance Program

- 28.1 In order to ensure that the Registered Specification of a Classified Floor Covering is achieved throughout its manufactured life the Panel, and such others as required by the CIAL, shall administer the Quality Assurance Program as prescribed by the Panel from time to time.
- 28.2 The Quality Assurance Program shall be divided into two parts:
- 28.2.1 a random testing program; and
  - 28.2.2 a re-assessment program.



## 29 Selection and Collection of Samples for Random Testing

- 29.1 The staff of the CIAL may at any time randomly select one or more Classified Floor Coverings from the ACCS General Register in order to collect Classified Floor Coverings for testing to confirm quality assurance.
- 29.2 The staff of the CIAL or their representative may collect samples of the randomly selected Classified Floor Coverings from either point of manufacture (the premises of the manufacturer or distributor) or point of sale (the retailer or supplier).
- 29.3 In the event that the Classified Floor Covering is collected at point of sale, the Licensee shall be immediately notified in writing of such a collection and if requested, the CIAL will provide to the Licensee copies of any documents relating to the purchase of the sample(s).
- 29.4 The Licensee shall reimburse direct costs incurred by the CIAL in the collection or purchase of samples obtained at point of sale for quality assurance testing.
- 29.5 Prior to quality assurance testing of samples collected at point of sale, the Licensee shall have the option of inspecting the sample to confirm that the product collected is as described.

## 30 Testing Procedures for ACCS Grade Classified Floor Coverings

- 30.1 Samples collected will be subject to the following preliminary testing:
  - 30.1.1 Surface Pile Mass (according to AS2111.4);
  - 30.1.2 Tufts per unit length and area (according to AS2111.9);
  - 30.1.3 Pile thickness above backing (according to AS2111.5);
  - 30.1.4 Texture and appearance change - hexapod tumbler (according to IWS251/247/284-1992)
- 30.2 The Licensee shall be given the option of nominating which NATA or equivalent laboratory is to be used for testing under the Quality Assurance Program.
- 30.3 The cost of preliminary testing as described in Rule 30.1 will be met by the ACCS. The cost of any subsequent testing or re-testing will be met by the Licensee.



## 31 Interpretation of Quality Assurance Results and Compliance

- 31.1 The results of all quality assurance testing will be presented to the ACCS Panel in regular session. Following consideration by the Panel, the CIAL will notify the Licensee of the results of quality assurance tests conducted on Classified Floor Coverings that are registered to the Licensee.
- 31.2 In the event that the test results of the Classified Floor Covering are outside standard manufacturing tolerances, (with reference to AS1385) of the Registered Specification of the Classified Floor Covering, a follow up and compliance procedure will commence as described in this clause:
- 31.2.1 the Licensee shall be notified in writing that the Classified Floor Covering as tested does not meet the requirements of its Registered Specification.
- 31.2.2 the Licensee shall within 14 days of receipt of the notification give notice in writing that:-
- 31.2.3 it challenges the results of test results and agrees to undertake further testing at its expense as directed by the Panel and within 21 days of receipt of notification; and/or
- 31.2.3.1 agrees to re-develop the Classified Floor Covering to meet the requirements of its Registered Specification and to so do within 45 days of receipt of notification; and/or
- 31.2.3.2 agrees to withdraw all samples and documentation containing reference to the ACCS and the Classified Floor Covering in question from the market within 14 days of receipt of the notification.

## 32 Re-assessment of Classification Assigned to Floor Coverings

- 32.1 The Panel may at any time and at its discretion re-assess any of the Classified Floor Coverings on the Register.
- 32.2 The Panel shall upon deciding that it will re-assess a particular Classified Floor Covering notify the Licensee in writing of such a decision and provide reasons for such decision.
- 32.3 Upon such a notification, the Licensee must supply to the CIAL samples of the Classified Floor Covering and other documentation so required in order to re-assess the Classified Floor Covering.
- 32.4 In order to re-assess the Classified Floor Covering, the full ACCS testing requirements shall be carried out in accordance with the Technical Specifications.
- 32.5 The cost of QA re-assessment under Rule 32 will be borne by the ACCS.
- 32.6 The Panel shall notify the Licensee in writing of the outcome of the re-assessment.
- 32.7 If the Panel decides to re-classify the Floor Covering to a lower classification category than currently assigned and provided that test results are within standard tolerances of Registered Specification, the Panel shall allow the Licensee a period of 12 months to withdraw the product from the market and/or re-develop the product to meet the requirements of the original classification.
- 32.8 If the Panel decides to re-classify the Floor Covering to a lower classification category than currently assigned and the test results are outside the standard tolerances of Registered Specification, the compliance procedure outlined in Rule 31 shall apply.



### 33 Cancellation of Licences

A Licence may, subject to an Appeal to the Registrar, be cancelled by the Panel if a majority of the members of the Panel are reasonably satisfied that the Licensee has:

- 33.1 used the Certification Mark or any part thereof and/or the Registered Number allotted to any or all Floor Coverings registered in his name in the Register in an unauthorised or improper manner;
- 33.2 used a Label in an unauthorised or improper manner;
- 33.3 used information in relation to any allocated category, registration and other such information under the ACCS in an unauthorised or improper manner;
- 33.4 failed to pay to the CIAL any fee due and payable as a result of his obligations as a Licensee under the ACCS within 60 days of the same becoming due;
- 33.5 died, had an administrator appointed, become bankrupt or made any assignment or composition for the benefit of his creditors;
- 33.6 in the case of a company, had a receiver appointed, been made the subject of winding up proceedings (whether voluntary or compulsory) otherwise than for the purpose of reconstruction;
- 33.7 failed to address the requirements of rule 31.2

### 34 Voluntary Withdrawal

Any Licensee wishing to voluntarily withdraw a Floor Covering from the Register may do so by notifying the CIAL in writing who will in turn notify the Panel.

### 35 Procedure for Withdrawal

Any Licensee desiring to withdraw from the ACCS shall give the CIAL six months notice in writing and at the time of giving such notice, the Licensee must pay in full any fee which is then due under the ACCS.

### 36 Discontinue Use of Certification Mark

If any of the events defined by Rules 31.2, 32 and 33 occur, the Licensee shall immediately discontinue the use of the Certification Mark or any part thereof or any similar words or representations and/or all Registered Numbers allotted to Classified Floor Coverings on or in relation to any Floor Covering, immediately pay all fees then due under the ACCS and within 7 days of such occurrence return to the CIAL all Labels issued under the ACCS in respect of the Classified Floor Coverings.

### 37 Indemnity

- 37.1 The CIAL, the Panel and/or any member or office bearer of the CIAL shall not be liable for any loss or damage resulting from cancellation of a Licence and the Licensee shall indemnify those parties against any such loss or damage.
- 37.2 The Licensee shall further indemnify the CIAL for all damage or loss suffered by the CIAL as a result of any breach of any provisions of the Rules.



### **38 Remuneration to Carpet Institute of Australia Limited**

The ACCS shall pay by equal quarterly instalments to the CIAL a fee for the administration and other services of not less than \$30,000.00 per annum. Such fee will be re-negotiated in January of each year and will be set for that calendar year at a level agreed upon between the Panel and the Committee. In the event of a disagreement with respect to that fee, the matter shall be arbitrated by an Arbitrator for the time being employed by the Carpet Industry Arbitration Service who is not a member of the Panel.

### **39 Termination of the ACCS**

Upon the termination of the ACCS, all moneys paid by Licensees pursuant to Rule 16 and held by the CIAL on behalf of the ACCS shall be paid by the CIAL to all Licensees on a pro-rata basis in accordance with the respective Licensee's subscriptions and other fees paid for that calendar year.

### **40 Amendment of Technical Specifications**

The Panel may, on a decision of a majority of the members of the Panel, amend the provisions or specifications of the Technical Specifications. A copy of any proposed amendment shall be sent to each Licensee under the ACCS together with a notice advising each Licensee that unless objection to such amendment is received within 30 days of the date of that notice, the amendment will come into force at the expiration of that time period.

### **41 Objection of Amendment of Technical Guidelines**

In the event of any objection being received from any Licensee within the prescribed time period to any proposed amendment, such amendment will not come into force until the first day of January in the next year provided that if the first day of January in the next year shall fall before the expiration of the 30-day period in respect of any alteration to which objection is received, such alteration shall not commence until 6 months after the expiration of the prescribed time period for objection.

### **42 Amendment of Rules**

The CIAL may from time to time apply to the Registrar for an amendment to the Rules and any schedules hereto or to substitute new Rules therefore in accordance with Section 87 of the Trade Marks Act 1955 provided that, unless the Registrar otherwise deems, no such amendment or substitution as the case may be shall affect the use of the Certification Mark by any Licensee unless and until the Licensee has received two months' notice in writing of such amendment or substitution.

### **43 Appeal**

Any person who is aggrieved by any refusal by the Panel to issue a Licence or to classify a Floor Covering under the ACCS or by any decision of the Panel to cancel a Licence may appeal to the Registrar of Trade Marks, who, after hearing the parties, shall decide whether the said grievance should be redressed and if so, upon what terms.

### **44 Licensee Responsible for Complaints**

Each Licensee will be individually responsible for any complaints arising from any statement made by him in relation to the ACCS and undertakes to indemnify the CIAL, the Panel, members, office bearers and staff of the CIAL against any claims that might arise in connection with the ACCS.



## SCHEDULE 1

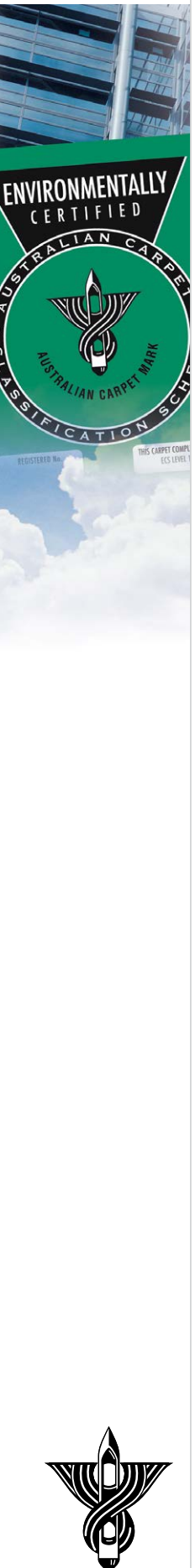
### MARK:

Registered Trade Mark No. C309,403 in class 27 in the name of Carpet Institute of Australia Limited.

Representation of mark:



**AUSTRALIAN CARPET MARK**





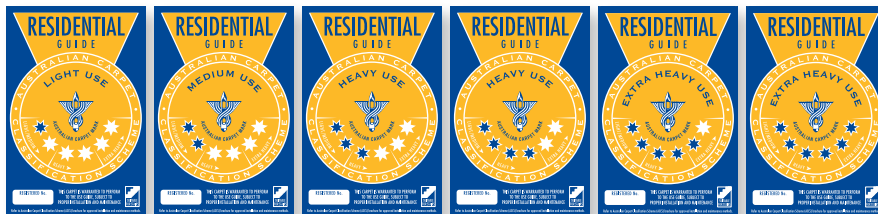


## SCHEDULE 2

### ACCS Location Guidance Classifications

#### ACCS Residential Carpet

- Light Use 1 star
- Medium Use 2 star
- Heavy Use 3 star
- Heavy Use 4 star
- Extra Heavy Use 5 star
- Extra Heavy Use 6 star



#### ACCS Contract Carpet

- Light Use 1 star
- Medium Use 2 star
- Heavy Use 3 star
- Extra Heavy Use 4 star



### ACCS Environmental Certification

#### ECS Carpet

- ECS Carpet Level 1
- ECS Carpet Level 2
- ECS Carpet Level 3
- ECS Carpet Level 4
- ECS Carpet Level 4+



#### ECS Resilient Flooring

- ECS Resilient Level 1
- ECS Resilient Level 2
- ECS Resilient Level 2+



#### ECS Adhesive

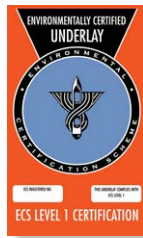
- ECS Adhesive Level 1
- ECS Adhesive Level 2





## ECS Underlay

- ECS Underlay Level 1
- ECS Underlay Level 2
- ECS Underlay Level 2+



## ECS Artificial Turf

- ECS Artificial Turf Level 1
- ECS Artificial Turf Level 2
- ECS Artificial Turf Level 2+



## ECS Acoustic Panels

- ECS Acoustic Panels Level 1
- ECS Acoustic Panels Level 2
- ECS Acoustic Panels Level 2+



## ACCS Rug Certification

Residential Heavy Duty / Light Commercial

Residential Heavy Duty / Light Commercial / Indoor Air Quality





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