



## PAINTING CONTRACTOR CERTIFICATION PROGRAM HOW PCCP® OPERATES

*Editorial Note: This revision included a new PCCP website link.*

*Due to the current Covid-19 situation public health directions restricting business operations in some industries in Victoria and NSW.*

*CSIRO understands the importance of APAS and PCCP accreditation for specific projects and the need to attend to our members and clients ongoing accreditation requirements in a timely fashion.*

*Effective 03 August 2020, all APAS and PCCP physical audits in affected areas will cease and be replaced with online desktop audits, which include the thorough assessment of quality systems and ongoing documentation for operations. The provisional status of accreditation for 6 - 12 months. The follow up site or office audit will occur when restrictions allow a safe return to sites for us all. The online desktop audits can be conducted via selected video conferencing platforms or email and can be arranged with the APAS and PCCP audit manager. The cost of this type of accreditation audit will not increase from the current listed prices but will be split into two payments, with half to be paid after the online desktop audit and the second payment due subsequent to the agreed site visit.*

*The online audits are applicable for new and existing contractor.*

*The reversion to business as usual will be dependent on the state of COVID-19 restrictions at each review*

### 1. SCOPE

This document describes the PCCP (the Scheme) – what it is, how it operates and the rules governing its operation. It describes the process of accreditation and references other documents of relevance to the process.

### 2. INTRODUCTION

- The PCCP is an accreditation scheme for contractors involved in the coatings industry. Established in 1996 at the request of industry, the scheme aims to provide a means of assessing the competence and professionalism of contractors so that asset and infrastructure owners and managers can have confidence in their chosen service providers.
- Originally PCCP was focussed solely on the heavy-duty industrial (protective coatings) market where high value assets and infrastructure are involved. Recently, PCCP has expanded its activities to other non-traditional markets – see clause 6 below.
- The CSIRO (<http://www.csiro.au>) provides the administrative support necessary to run the scheme through the CSIRO Verification Services group (CVS). The Executive Officer, PCCP (EO) is a CSIRO employee.
- A Technical Advisory Panel, comprised of industry stakeholders, provides advice, guidance and feedback to the EO. Terms of Reference for the Technical Committee can be found in PP-D006.

- The scheme receives applications for accreditation from painting contractor organisations that wish to demonstrate their high level of business professionalism and control. By a process of auditing, the suitability of the applicant for accreditation is determined. Close monitoring of projects undertaken by the accredited organisation is maintained to ensure a continuing high standard.
- PCCP structure and rules have been designed to comply with ISO/IEC 17065:2012. This document replaces the former ISO Guide 65. Where the latter continues to be referenced in older scheme documents, until these can all be updated, it shall be taken to refer to the current document ISO/IEC 17065:2012 and all its requirements.

## 3. DEFINITIONS AND ACRONYMS

### 3.1 General Terms

- Contractor:** An organisation whose principal activity is the preparation of surfaces (by any means including abrasive blasting) for painting and the application of the coating(s) including any subsequent maintenance.
- Branch Site:** A geographic activity area which has access to its own resources, human and plant and equipment and is responsible for jobs sought and won in its geographic area. A Branch Site shall operate under the same management systems as the Main Site and other Branch Sites (if applicable) and other Project Sites. Refer to clause 14 below.
- Main Site:** Or Head Office. Typically, from where the person with responsibility for the business management systems (SHREQ) operates.
- Project Site:** A geographic activity area which is resourced and controlled from the Main Site. No permanent facility or storage is maintained at any Project Site. Refer to clause 14 below.

### 3.2 Acronyms

<b>ABN</b>	Australian Business Number
<b>AISF</b>	Australian Institute of Surface Finishing
<b>CSIRO</b>	Commonwealth Scientific and Industrial Research Organisation
<b>CTM</b>	Certified Trademark
<b>CVS</b>	CSIRO Verification Services Group
<b>EO</b>	Executive Officer, PCCP
<b>PCCP</b>	Painting Contractor Certification Program
<b>PTAP</b>	PCCP Technical Advisory Panel
<b>SHREQ</b>	Safety, Health, Regulatory, Environmental and Quality
<b>VOC</b>	Volatile organic compounds

## 4. RESPONSIBILITY AND AUTHORITY

- The EO may, from time to time, amend the rules governing the Scheme. Such changes shall be



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- subject to the normal four (4) week period for Public Comment.
- b) The EO shall consider, but is not bound to accept, all comments made during the period of Public Comment.
  - c) The EO is responsible for the implementation of the rules governing the Scheme and for their content.

### 5. REFERENCED DOCUMENTS

- a) This procedure refers to the following documents:
  - i. PP-D003 PCCP - Schedule of Fees
  - ii. PP-D004 PCCP - Complaint Handling
  - iii. PP-D006 Terms of Reference of the PCCP Technical Advisory Panel
  - iv. PP-D007 PCCP - Categories and Classes
  - v. PP-D008 PCCP - Business Management System Criteria
  - vi. PP-D013 PCCP - Accreditation Requirements - Classes 1 to 4
  - vii. PP-D014 PCCP - Management of Hazardous Coatings – Industrial Situations
  - viii. PP-D033 PCCP - Accreditation Requirements – Classes 20 to 29
  - ix. PP-D035 PCCP - Accreditation Requirements – Class 30
  - x. PP-F001 PCCP - Initial Application for PCCP Accreditation
  - xi. PP-F002 PCCP - Initial Pre-Audit Questionnaire – Classes 1 to 4
  - xii. PP-F003 PCCP - Initial Application Form – Protective Coatings – Classes 5 to 6
  - xiii. ISO/IEC 17065:2012 - Conformity assessment – Requirements for bodies certifying products, processes and services
- b) Together with this document, the documents listed in the preceding paragraph comprise the “Scheme rules”.
- c) All PCCP documents and forms are available for downloading from the Documents section of the PCCP web site at:  
[Painting Contractor Certification Program \(csiro.au\)](http://Painting Contractor Certification Program (csiro.au))
- d) ISO documents (e.g. AS 3715, AS 4361.1 and AS 4506) may be purchased through the Reference Standards Australia website:  
<https://www.standards.org.au/>

### 6. PCCP ACTIVITY AREAS

- a) PCCP is active in four (4) main categories:
  - A. **Protective Coatings:** Typically for application of liquid organic or thermal metal coatings to steel or concrete for their long-term protection e.g. bridges, tanks and infrastructure

- B. **Pavement Marking:** Typically for application of liquid organic coatings, pre-formed solid coatings to roads and freeways, general pavements and car parks also includes removal of markings.
- C. **Architectural Coatings:** Typically for application of liquid organic coatings to commercial buildings; also includes management of hazardous coatings in those buildings.
- D. **High Voltage Tower Refurbishment:** Typically for the application of liquid protective coatings to galvanised steel and concrete substrates; also includes management of hazardous coatings in those towers.

- b) Accreditation requirements of each category are described in more detail in PCCP Documents:
  - i. Categories A: documents PP-D013 and D014
  - ii. Category B: document PP-D031
  - iii. Category C: document PP-D011
  - iv. Category D: document PP-D035

### 7. PARTICIPATION CRITERIA

- a) PCCP accredits contractors as complying with PCCP and industry requirements for good surface preparation and coating application practices and processes. This identifies them as having:
  - i. The business control systems to consistently undertake projects to a defined standard. This shall include management systems for quality, workplace health and safety and environmental aspects, and
  - ii. The technical competence to routinely and consistently achieve the same project quality standard, and
  - iii. A system of technical control that safeguards ongoing service quality. This shall include controls over plant and equipment and inspection and test equipment, and
  - iv. A business process that is consistent with best industry practice.
  - v. Processes and procedures to ensure their systems are continuously improved.
- b) Further details of compliance requirements for these criteria are provided in documents D011, D013, D033 and D035.

### 8. PCCP STRUCTURE

- a) PCCP is comprised of three (3) types of organisations:
  - i. **Members:** Organisations which make use of the services PCCP and its Secretariat provides. These services enable the Member to call up PCCP accredited contractors in tender documents and painting specifications or other



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- internal documentation. Members pay an annual subscription fee to ensure adequate funding for CSIRO to maintain the scheme. Only financial Members may make use of, or reference to, the scheme.
- ii. **Contractors:** Refer to clause 3.1.
  - iii. **Secretariat:** The organisation that provides administrative support and other resources necessary to keep the scheme functioning. The Secretariat is vested in CSIRO.
- b) PCCP is administered by two (2) types of bodies;
- i. **The Secretariat:** Comprised of the Executive Officer (EO) and CVS officers. The Secretariat provides administrative and management services that make the Scheme function according to set rules.
  - ii. **The PCCP Technical Advisory Panel (PTAP):** Comprised of Members of the Scheme. The PTAP has no decision-making powers. It provides technical advice to the EO. The Terms of Reference of the Technical Advisory Committee are defined in PCCP Document PP-D006.
- j) Class 5 and/or Class 6 applications have as a mandatory pre-requisite, accreditation against Class 3 hence the initial application for these Classes shall be to Class 3.
- k) In some cases, where the Class 5 Applicant has engaged the services of one of the PCCP accredited organisations (refer PCCP Document PP-D012) to prepare a lead compliance plan (that complies to the requirements of AS 4361.1), the Lead Auditor may, following consultation with the EO, opt to review the Lead Compliance Plan as a remote desk-top audit. This process minimises the expense to the Applicant. This is only available for Provisional Accreditation and only if the plan has been prepared by one of the expert organisations above. (Refer also clause 9 of D013).

**Note 1:** *In normal circumstances, combining two audits may result in an extra day or part thereof being required to complete the assessment. The additional audit time shall be chargeable in accordance with the rate published in PP-D003.*

## 9. ACCREDITATION PROCESS

### 9.1 Application

- a) A contractor considering application for accreditation shall study and become familiar with this document and the other referenced below.
- b) Special consideration needs to be given to Categories and Classes (D007) and the respective Requirements for Accreditation (D011, D013 and D033).
- c) Once the contractor believes they comply with the necessary requirements for accreditation, an application may be lodged with PCCP.
- d) Applicants can be either local (Australian) or overseas based organisations. Local organisations must have a current ABN or ACN and not be a Trust.
- e) Individual persons cannot achieve PCCP accreditation.
- f) All applications shall be submitted on the appropriate form (F001).
- g) The application form F001 shall be forwarded to the EO via ordinary mail:  
Executive Officer, PCCP  
Ms E. Stepanova  
CSIRO  
Private Bag 10  
Clayton South Victoria 3169  
Or by email: [elenora.stepanova@csiro.au](mailto:elenora.stepanova@csiro.au)
- h) The EO or their delegate shall review the application to ensure all necessary data has been provided and the Applicant is qualified to make the application according to PCCP Rules.
- i) Where gaps or errors exist, these shall be resolved with the Applicant prior to the application proceeding.



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### 9.2 Service Agreement

- a) PCCP will acknowledge receipt of the application and forward a Verification Service Agreement (VSA) for signing and return.

**Note 2:** Where the Applicant is a Trust or other financial structure that is NOT a Public Company, CSIRO will need to enter into a Service Agreement with one of the Directors of the company personally.

- b) The purpose of the VSA is to clearly document:
- The services CSIRO offers and the price of those services.
  - A Certified Trademark Agreement governing how the PCCP logo and trademark(s) may be used. Once the signed Agreement is returned, CSIRO will issue a tax invoice for the Application Fee.
- c) For accreditation of more than one Branch of the Applicant organisation refer clause 14 below.

**Note 3:** Because time estimate required to achieve accreditation vary widely from Applicant to Applicant, it will be discussed with the Applicant at the time of application.

### 9.3 Pre-Audit Activities

- a) PCCP will acknowledge receipt of the signed VSA and forward a pre-audit questionnaire to obtain basic information regarding the state of adherence to compliance requirements. The purpose of the questionnaire is to determine how ready the Applicant is for a PCCP Accreditation Audit. An Applicant who is not ready will be wasting their money and everyone's time by submitting to an audit at this stage.
- b) PCCP will review the completed questionnaire and advise the Applicant of any obvious shortcomings which may impede an immediate audit.
- c) Once all documents are in place, the Applicant is likely to be ready for an IAV. A Lead Auditor will be assigned, and the Lead Auditor and the Applicant will agree on a date for IAV.
- d) The EO will discuss with the Applicant any Technical Assessors that may be required for the audit. Only Technical Assessors agreed to by the Applicant will be used. The role of the Technical Assessor will be to bring to the audit specialist technical expertise to assess the accreditation application if such expertise is not possessed by the Lead Auditor.
- e) For applicants with a turnover of <\$2M pa, the EO shall raise an invoice for the application fee and 50% of the expected audit charges.
- f) Criteria for acceptability of delegate Lead Auditors and Technical Assessors are documented in PP-D005.

### 9.4 Initial Assessment Visit (IAV)

- a) The IAV shall only be scheduled once the application fee and any other applicable fees have been paid.

**Note 4:** In certain circumstances e.g. at the request of the Applicant or if there has been a history of slow payment or other issues, CSIRO may choose to request whole or part payment of the audit fee prior to undertaking the audit.

- b) The audit team will use a standard checklist and rating procedure established by PCCP for each class of accreditation.
- c) The assessment team will visit and rate the Applicant for compliance to the appropriate PCCP accreditation requirements document nominated in section 6 b) above.
- d) Typically, the audit will take between one and one and a half (1 and 1 ½) days depending on the number of issues detected.
- e) The IAV Team will pay particular attention during the visit to the "culture" of the organisation – the professionalism, good corporate citizenship and general attitude of employees towards technical and QA issues.
- f) At the completion of the IAV, the Assessment Team shall present a final report detailing all aspects requiring attention (Non-Conformances) as detected during the audit. These are graded as Aspects Requiring Attention (ARA) or Observations. Depending on time constraints, this report may be prepared and presented after the Assessment Team has departed. In such case, the report shall be sent to the Applicant no more than two (2) weeks after completion of the audit.
- g) The rectification of all Non-Conformances is a necessary precondition of accreditation.
- h) The audit report will recommend either Accreditation or not, on the condition that all issues will be satisfactorily addressed within the requisite four (4) week time frame and prior to any certification of accreditation.
- i) Where, for reasons beyond the auditor's control e.g. timing reasons, the exit meeting cannot be held immediately after the audit, the auditor will summarise the Non-Conformances and depart, preparing the audit report at a later date and submit it electronically to the Applicant no more than ten (10) working days after the audit. The Contractor representative shall sign the bottom of the report as acceptance of its contents and return a signed copy to the Lead Auditor.

### 9.5 Post-Audit Activities





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- a) Corrective Actions are made by the applicant as necessary, to the satisfaction of Lead Auditor. Evidence of such actions including evidence of the actual implementation shall be supplied. This may in some instances necessitate a further (chargeable) visit depending on the nature of the corrective actions needed. This shall be discussed and agreed with the Applicant prior to any such visit being scheduled.
- b) All evidence shall be supplied to the Lead Auditor within four (4) weeks of the date of despatch of the audit report.
- c) Where evidence of corrective actions is not supplied within the required time, extension(s) may be granted if approved by the EO. If the audit is not closed within four (4) months of the audit date, the EO shall advise the Applicant that unless progress is made within the next five (5) working days, the audit and application will be terminated. There shall be no refund of any monies paid to date and any current outstanding invoices shall be immediately due.
- d) ARAs (and Major Non-Conformances in the case of subsequent audits – see 10.3 e) below) require evidence of the corrective action taken to be provided to the Lead Auditor before Accreditation can be granted. Observations need to be considered, but there is no requirement to immediately report any action taken. However, at the next audit, any Observations not addressed may be upgraded to ARAs.
- e) For Class 5 and/or Class 6 application audit, the accreditation granted shall be Provisional where no Class 5 or Class 6 job has been audited by PCCP.
- f) Provisional Class 5 and/or Class 6 accreditation shall be issued for a period not exceeding one two (2)-year period as the period of validity for Responsible Persons is two (2) years. A fresh application can be made once Responsible Person re-training has been completed.
- g) For Class 30 application audit, the accreditation granted shall be Provisional where no Class 30 job has been audited by PCCP.
- h) The EO will update and publish the list of all Accredited Contractors (PCCP Document PP-D016), reflecting the new organisation.

### 10. POST-ACCREDITATION ACTIVITIES

#### 10.1 General Conditions

- a) Following granting of accreditation, the Contractor shall:
  - i. Continue to comply with its Verification Services Agreement with CSIRO and the applicable Scheme rules including all the requirements of PCCP Documents PP-D001, PP-D004 and the documents listed in clause 6 b) above.
  - ii. Advise the EO if it ceases to comply with its Verification Services Agreement with CSIRO including all the Scheme rules, of any material changes to the Contractor's business, its activities or ownership, product and process changes relevant to the accreditation.
- b) It is the responsibility of the Contractor to advise PCCP about any of the changes above. Failure to do so may result in the implementation of clause 13 below.

#### 10.2 Continuous Improvement

In accepting Recognition, the contractor agrees to implement and maintain a system of continuous improvement to all elements related to the preparation of surfaces, application of coatings and customer satisfaction.

#### 10.3 Surveillance Visits

- a) As near as practicable prior to the certificate expiry date, the EO will contact the Contractor advising of the need for an audit if PCCP accreditation is to be retained. The EO will suggest a date that fits with other audits in the geographic area.
- b) Where PCCP officers are unable to schedule more than one (1) audit in a geographic area, provided the Contractor agrees, the costs of carrying out a single audit will be borne by the Contractor being audited.
- c) Once the company has responded, the EO will schedule the re-assessment audit in accordance with clause 9.3 above.

#### 9.6 Accreditation Activities

- a) Following a response(s) to all audit Aspects Requiring Attention to the satisfaction of the Lead Auditor, a recommendation for Recognition shall be made to the EO who will decide on whether Recognition is warranted.
- b) If approved, a Certificate of Accreditation PP-C001 shall be issued by the Lead Auditor provided that all outstanding invoices have been paid.
- c) The first Certificate of Accreditation shall have an expiry date twelve (12) months from the date of the IAV.
- d) Subsequent certificates, assuming there have been no significant issues or lapses detected, shall have an expiry date not more than twenty-four (24) months from the audit date.
- e) If a follow up audit can't be organised prior to the expiry date due to the unavailability of either a PCCP officer and/or Contractor, then on a case-by-case basis, a certificate extension may be issued for three (3) months.
- f) For the purposes of continuity of certification all certificates issued from 1<sup>st</sup> September 2020 will have seamless transition dates i.e., the new certificate being issued will be backdated to the expiry date on the previous certificate.



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- d) At that audit, the effective implementation of corrective actions and their incorporation into the corporate culture will be reviewed.
- e) ARAs from the previous audit found to not have been adequately corrected or implemented into the management system, shall be upgraded to a Major Non-Conformance.
- f) The rectification of all Major Non-Conformances is a necessary condition of re-accreditation and may require a Mini audit (chargeable – refer D003) in order to verify satisfactory implementation.
- g) Provided that the Contractor receives a satisfactory report on the first Surveillance audit, audit frequency will move to a two (2)-year cycle.
- h) An unsatisfactory first Surveillance audit report shall result in either the audit cycle remaining at twelve (12)-month intervals or the initiation of Suspension activities in accordance with clause 10 below.
- i) Any subsequent unsatisfactory Surveillance audit report shall result in the Suspension of the accreditation in accordance with clause 10 below.
- j) Where there are changes to the **nature** of the activities undertaken by the Contractor, or to the nature of the business ownership, refer clause 9.3 below.

### 11. MANAGEMENT OF SYSTEM CHANGES

#### 11.1 Changes to Scope of Accreditation

- a) For changes initiated by the **Contractor**:
  - i. Contactor initiated changes may be one of the following two types:
    - A. Changes within the normal rules or operation of PCCP e.g. addition or deletion of accreditation classes (see ii) below), or
    - B. Changes outside normal PCCP operation and rules e.g. changes to business ownership, direction, capability or operation.
  - ii. For Type A changes, Contractors with existing accreditation shall contact the PCCP EO if they wish to change or extend their terms of accreditation to other Classes e.g. to add Class 5 to Class 3 or Class 2 to Class 3.
  - iii. Applications for accreditation extensions shall be processed in accordance with clause 9 above.
  - iv. For Type B changes above, the Contractor shall advise the EO as soon as possible about the change, its nature, and any actual or potential impact on its ability to continue to comply with its verification services agreement with CSIRO and the applicable Scheme rules. The EO shall assess the nature of the change and decide on an appropriate course of action. This may include removal of accreditation, supplementary audit (mini audit or full audit) or no action at all.
  - v. Transfer of PCCP accreditation to another entity, even in circumstances where the Contractor's

assets, personnel and systems are assigned to a new entity, shall not be allowed except where this is permitted in accordance with clause 12 below. Where accreditation transfer is not permitted, the new entity is required to apply for accreditation de novo in accordance with clause 9 above.

- b) For changes initiated by **PCCP**:
  - i. Where changes have been made to the requirements for accreditation to a specific Class, the EO shall assess the likely impact of the changes on the accreditation of existing accredited Contractors.
  - ii. Where the changes are judged by the EO to be of a significant nature (refer Note 5 below), affected Contractors shall be advised of the new requirements and be given until their next scheduled audit to comply with the new requirements.
  - iii. Where the changes are judged by the EO to not be of a significant nature, there shall be no impact on the Contractor's accreditation.

**Note 5:** Significant changes are those that fundamentally change the ability of the Contractor to comply with the new requirements e.g. additional specialist equipment is required, or additional externally trained personnel will be required.

### 12. ACCREDITATION TRANSFER

- a) Accreditations are not transferrable except as set out below.
- b) An accreditation transfer from one Contractor to another may be agreed to by the EO, at the EO's discretion, provided that:
  - i. The originally accredited Contractor (Outgoing Contractor) has sold or transferred its business as a going concern to another Contractor complying with 9.1 b) above (Incoming Contractor), and
  - ii. The Outgoing Contractor and Incoming Contractor confirm to the EO that under the above-mentioned sale or transfer arrangements, the management systems (SHEQ) and all key personnel are transferred to the Incoming Contractor. The Incoming Contractor confirm the SHEQ and all key personnel have become part of the Incoming Contractor's business and it has access to all mandatory equipment as defined in the PCCP Document listing requirements for accreditation for the applicable class of accreditation, and
  - iii. The Incoming Contractor supplies the transfer letter/application and an updated F020 Contact details form, and
  - iv. The Outgoing Contractor and Incoming Contractor are willing to enter into a Deed of Novation of the verification services agreement with CSIRO from the Outgoing Contractor to the Incoming Contractor, and



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- v. The Outgoing Contractor and Incoming Contractor provide the EO with such information and documents relating to the sale or transfer of the accredited business as the EO requests, and
  - vi. The Incoming Contractor submits within three (3) calendar months to a full PCCP audit to confirm ongoing compliance to requirements.
- c) In order to provide PCCP stakeholders with the necessary confidence that the Incoming Contractor is suitable for accreditation, the new accreditation certificate will not be issued until the audit process defined in clause 9 above has been completed and all fees are paid.

### 13. ACCREDITATION WITHDRAWAL

#### 13.1 General Conditions

- a) Accreditations can be suspended and/or cancelled by one of two (2) mechanisms;
  - i. Contractor initiated, by mutual agreement with PCCP, or
  - ii. PCCP initiated when one or more of the conditions in 13.1 c) below have been met.
- b) In the case of 13.1 a) i. above, the accredited Contractor can make a request for the termination of their accreditation for any reason valid to the Contractor e.g. changed business requirements or termination of the business.
- c) In the case of 13.1 a) ii. above, when one or more of the following PCCP criteria are satisfied then the EO may initiate the suspension and/or cancellation of accreditation from a Contractor:
  - i. Where the departure and non-replacement of key staff leads PCCP to conclude that insufficient skills, knowledge, experience and/or resources exist to maintain compliance with the business standards expected of accredited PCCP contractors as documented in documents PP-D001, PP-D008 and the documents listed in 6 b) above, or
  - ii. Where the Contractor or any of its directors or key officers or employees are charged with or convicted of fraudulent or other criminal activity, or
  - iii. Where the Contractor is subject to a creditor's petition, bankruptcy notice, or has a receiver or administrator appointed over part or all the Contractor's business, or
  - iv. Where the contractor has failed to comply with the business standards expected of accredited PCCP contractors as documented in documents PP-D001, PP-D008 and the documents listed in 6 b) above, or
  - v. Where the Contractor has ceased to comply with the Scheme requirements for accreditation and failed to implement corrective action(s) to address a non-conformance or continuous improvement

- vi. Where the Contractor has been found to have misused the PCCP trademark in contravention of the Certified Trademark Agreement signed by the two parties, or
  - vii. The Contractor breaches the Verification Services Agreement and fails to remedy that breach within thirty (30) days after receiving written notice from CSIRO requiring it to do so, or the Verification Services Agreement is terminated, or
  - viii. Where there is no signed Service Agreement in place for a period of greater than four (4) weeks despite several unsuccessful attempts to obtain one from the Contractor.
- d) This is generally a two-stage process: Suspension followed by Cancellation.
- e) Cancellation is not a mandatory consequence of Suspension. The process by which accreditation may be suspended and/or cancelled is set out in document PP-D004 Complaint Handling.

#### 13.2 Special Conditions

- a) Accreditations can be **immediately suspended** from a Contractor, without prior notification, by PCCP under Special Conditions, as per 13.2 b) and c).
- b) The basis of the Special Conditions relates to the ongoing history of the Contractor regarding Non-Compliance performance in any one or more of the following areas:
  - i. Audits
  - ii. Documentation
  - iii. Equipment
  - iv. Quality Issues
  - v. Legal Issues
  - vi. Client Complaints
- c) Special Conditions can include, but are not limited to, any number of the following and will be assessed on a case-by-case basis by the EO, where the Contractor has:
  - i. Failed to comply with the rectification of Non-Compliances from current and previous audits;
  - ii. Failed to comply with the document requirements of the PCCP;
  - iii. Failed to comply with quality standards that are expected of PCCP members and, as a consequence, one or more complaints, in writing, have been received from the Contractor's Client(s);
  - iv. Failed to handle Client quality issues and/or complaints to the satisfaction of the Client and/or PCCP.
- d) The Contractor will be notified immediately in writing (electronically) of the suspension of Accreditation pending a special reconvening of the PTAP within a two (2) week period post suspension to consider. The Contractor can supply supporting evidence as to why this suspension is not warranted to the EO in this period.



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- e) Following on from the PTAP Meeting, the Contractor will be notified, in writing (electronically) as to the outcome.
- f) Should the outcome be in the favour of the Contractor, they will be immediately reinstated. Should the outcome not be in favour of the Contractor, they will be notified as to their ongoing suspension and for a minimum of six (6) months but no longer than eighteen (18) months

### 13.3 Withdrawal Process

- a) Except as outlined in 13.2, where the EO believes that one or more of the criteria for suspension and/or withdrawal of accreditation set out in clause 13.1 c) has been satisfied, the EO shall issue a written Notice of Suspension to the Contractor.
- b) The Notice of Suspension will set out the basis upon which it has been issued and any corrective action which the Contractor is required to take in order to avoid cancellation of accreditation (which may require further audit action, the costs of which will be payable by the Contractor).
- c) The Contractor shall have ten (10) working days to show cause to the EO why the Notice of Suspension should be withdrawn.
- d) If, after ten (10) working days the Contractor has not responded or failed to address the non-conformances adequately, then the EO will notify the Contractor in writing that its accreditation has been suspended effective immediately. The EO shall refer the matter for consideration by the PCCP Technical Panel (PTAP).
- e) When referring the matter to the PTAP, the EO will include details of the non-conformance, breach and any other criteria which caused the Notice of Suspension to be issued. The EO shall attach to the submission the notices issued to the Contractor and all documentation received from the Contractor. In addition to the above The EO shall give the Contractor an opportunity to make a written submission for consideration by the PTAP. This submission shall not exceed 1,500 words. It must be submitted within seven (7) days from the Notification of Suspension to the Contractor. The submission to the PTAP shall be distributed by the most expedient means.
- f) Where the Contractor no longer has a valid Service Agreement in place, or where a court has found the Contractor guilty of criminal offence, the EO may decide to move directly to a Cancellation of Accreditation. In such cases, the Contractor shall be immediately notified in writing of the decision by the EO.
- g) At all times during this process, the confidentiality provisions of clause 6 c) of PP-D006 shall be maintained.
- h) The PTAP may request clarification or additional information, but within one (1) calendar month of receipt of the submission, the PTAP shall provide the

EO with a recommendation for action. This shall comprise either:

- i. Uphold the Notice of Suspension
  - ii. Reject the Notice of Suspension
- i) The EO may lengthen the timing requirements depending on calendar situation e.g. Easter, Christmas but may not reduce those timeframes.
  - j) All proceedings up to this stage shall be between the EO and PTAP only and shall be treated as Commercial-in-Confidence.

### 13.4 Suspension/Withdrawal of Accreditation

- a) If the Notice of Suspension is upheld, the EO shall notify the Contractor in writing that its accreditation has been withdrawn, such notice to include the decision taken and the effective date of withdrawal of accreditation. The effective date of any withdrawal shall not be greater than two (2) weeks after the date of the decision as advised.
- b) The contractor shall cease using the Certificate of Accreditation and Certificate of Compliance (referred to in clause 15 below).
- c) The withdrawal of accreditation shall be published in the PCCP eNewsletter, on the PCCP website and by general email broadcast to PCCP Members.
- d) Withdrawal shall be for a minimum of six (6) months but no longer than eighteen (18) months.
- e) Withdrawal shall simultaneously involve the retraction of all classes of accreditation.
- f) Refer to Document D004 Complaint Handling for further information.

### 13.5 Reinstatement of Accreditation

- a) Reinstatement shall only be considered at the conclusion of the minimum six (6) month period set out in clause 13.4 d).
- b) Reinstatement shall be considered as a new application for accreditation except as modified by clause 13.4 d) above. The re-application shall be initiated by the Contractor.
- c) The re-application shall be submitted to the EO in accordance with clause 9 above.
- d) The EO may decide to reject the re-application on one or more of the following grounds:
  - i. Absence of any evidence of real change to correct the issue originally leading to withdrawal of accreditation, or
  - ii. Continuing reports of failure to comply with PCCP rules and/or standards.
- e) The EO may request from Member(s) a (Commercial-in-Confidence) report on the suitability of the Applicant as a good PCCP corporate citizen and take this into account when making a decision regarding the re-application. If there are negative comments, the EO shall make their own independent enquiries prior to deciding on suitability.





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- f) Where a decision is made to permit the re-application, it shall follow the process in clauses 9 above.

### 13.6 Outstanding Fees

- a) Upon a contractor's accreditation status being changed to either Suspended or Withdrawn, the Contractor shall:
- Not be entitled to any reimbursement of any fees, subscriptions or other charges that have already been paid and
  - Shall remain liable to pay all outstanding invoices issued under the Verification Services Agreement.

## 14. RULES GOVERNING BRANCHES AND SITES

### 14.1 General Rules

- a) At the time of the initial application, the Applicant will nominate its main Branch for accreditation. Typically, this will be the location where the majority of work associated with the proposed Accreditation takes place, either physical painting work or the assembly of resources required for work on a client site. At least initially, this is normally the Head Office.
- b) At the time of the initial application, the Applicant may also nominate one or more Branch Site(s) for simultaneous accreditation.
- c) Additional Branch Sites may be applied for at any time during the accreditation provided that the main Branch continues to be accredited and the Company has paid all outstanding CSIRO invoices.
- d) Additional Project Sites, as they are not permanent activity areas, are not required to be nominated.

### 14.2 Applicable Fees

- a) At the time of the initial application, the Main Branch shall be invoiced the Application for Initial Accreditation fee on the PCCP Document PP-D003 Schedule of Fees, plus the fee for any Branch site(s) nominated for accreditation.
- b) At any time after the initial application, application may be made for adding new Branch Site(s).
- c) All applications shall be on the appropriate form on the PCCP website. Following receipt of the application, PCCP shall raise an invoice for the appropriate fee.
- d) Each accredited contractor shall pay an annual accreditation renewal fee for its Main Branch plus the annual fee for each Branch Site as indicated on PP-D003.

### 14.3 Audit Arrangements

- a) Where only a main Branch is listed by PCCP, audits shall take place approximately every two (2) years after successful completion of the initial and twelve (12)-month audits.
- b) Where Branch Site(s) are listed by PCCP, each Branch including Head Office shall also be audited at least every two (2) years.
- c) Accredited contractors with one or more Branch Sites shall have all their audits grouped as close together as practicable.
- d) There shall be only one Certificate of Accreditation issued for whole organisation, listing each Main and Branch site covered by the accreditation.
- e) The initial or renewed Certificate of Accreditation shall only be issued once all non-conformances from all audits (Main and Branch Sites) have been closed.
- f) As there is only one management system and one Certificate of Accreditation per organisation, should the Main or a Branch Site lose its accreditation for any reason in clause 13.1 c) above, all other Sites nominated on the Certificate shall also lose their accreditation.
- g) The audit fee for each Branch Site shall be at the reduced audit fee nominated in D003 as all are operating on the same business management system(s). Only the Main Site will require in-depth auditing of the management systems.

## 15. CERTIFICATE OF COMPLIANCE

- a) At the conclusion of any job requiring application by a PCCP accredited Contractor, the Contractor shall issue to the asset owner and/or the principal contractor a Certificate of Compliance as evidence that all specification and PCCP requirements have been adhered to.
- b) For all jobs deemed significant by the Contractor and irrespective of whether PCCP accreditation was a requirement, it is recommended that a Certificate of Compliance also be issued.
- c) Generation of the certificate is via a hotlink sent by the EO to the Contractor upon request.

## 16. COMPLAINT AND APPEALS

All complaints and appeals shall be handled in accordance with the process described in PP-D004.

## 17. USE OF PCCP® TRADEMARK

### 17.1 General Conditions

- a) The PCCP name and mark shown below are Certified Trademarks (CTM) of CSIRO and may only be used to state or imply accreditation in respect of the areas for which accreditation was granted.
- b) Rules for the use of the CTM form part of the Service Agreement signed by both parties (CSIRO and the Contractor).

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- c) Contractors shall submit copies of any promotional material containing any reference to PCCP or the PCCP logo for approval by CSIRO prior to publication. PCCP retains the right to require corrections or modifications to any material that might be deemed to be misleading.

### 17.2 Eligibility

The Certificate of Accreditation and the PCCP logo may only be used or displayed by a company that holds a valid current PCCP accreditation.

### 17.3 Endorsement

- a) The granting of accreditation means that the Contractor agrees to comply with the PCCP rules regarding endorsements as detailed in the CSIRO Certified Trademark Agreement and clause 17.1 above.
- b) Organisations shall not make any statements, verbal or written, that imply, or could be taken to imply, that the PCCP accreditation endorses the company or its activities in any manner other than those related to PCCP activities.
- c) Organisations shall not make any statements, verbal or written, that imply, or could be taken to imply, that the CSIRO endorses the company or its activities in any manner.

### 17.4 Advertising

- a) All applications of the PCCP Logo shall meet with requirements of the PCCP for reproduction of the Logo.
- b) The PCCP Logo or statement of accreditation may appear in advertising, promotional material or other literature only in reference to the accredited organisation and the category/class the accreditation covers. The PCCP Logo shall be used by the Contactor only to indicate accreditation.
- c) References to the PCCP, which may appear in any advertising, promotional material or other literature, shall not be misleading as to the extent of accreditation. Such references may be used in promotional materials that include uncertified categories of application, provided the material is unambiguous regarding which class is certified.
- d) It is the responsibility of the accredited organisation to ensure that its advertising agencies, graphic artists, marketing consultants etc only use the PCCP logo in the required manner.
- e) Accredited organisations shall amend or discontinue any mode of use of the PCCP logo, which in the opinion of the EO, is unacceptable or could be misleading to consumers or could be likely to diminish the reputation or credibility of the PCCP.

### 17.5 Misuse of Accreditation

- a) Examples of misuse of the PCCP CTM are where the PCCP logo or mark is:
- Used in a manner contrary to the clauses in the signed Certified Trademark Agreement attached to the CSIRO Verification Services Agreement, and/or
  - Used to falsely indicate a level of accreditation that is not endorsed by PCCP or the EO.
- b) All instances of misuse of PCCP CTM should be reported to the EO. Anyone can make such reports.
- c) All reports of misuse shall be investigated by the EO and appropriate action taken.
- d) Appropriate action means, in the first instance, generally writing to the Contractor advising them of the breach of PCCP rules and instructing them to cease misuse of the PCCP CTM. However, the EO may, at their discretion, instigate legal action in the event the PCCP CTM is misused.

## 18. PCCP® LOGO

- a) The following are examples of appropriate use of PCCP logos. Any other use or format shall be approved by the EO prior to use.



Accredited Contractor

- b) Electronic copies of the logos (PC or MAC format) including style sheets can be obtained free of charge by request from the EO.