

Outdoor Industries Association Ltd

Code of Practise draft (between OIA members and the consumer)

This code of practice is designed to give practical advice and enhance the high standards of quality and service expected by consumers when purchasing outdoor clothing, equipment, accessories and related goods or services from Members of the Outdoor Industries Association (OIA). This code is intended to operate in normal trading conditions. However, at times, industrial disputes or other circumstances may arise creating problems beyond the control of members concerned. Association members are required to honour the provisions and spirit of the code.

The code sets out guidelines which reflect good trading practice and provides for the efficient resolution of differences between consumers and association members.

OIA members enjoy a reputation for a high standard of service to the consumer. Nevertheless, from time to time, justified complaints can and do arise which can lead to criticism of the entire sector, both by individuals and by organized consumer groups. Some complaints are of a minor nature but can quickly escalate into major problems when handled inefficiently. Failure to acknowledge a complaint, broken promises, vague assurances and defensive or evasive attitudes can all lead to customer dissatisfaction. It is essential, therefore, that complaints should be properly handled and dealt with as effectively as possible.

Members of the OIA recognise their responsibilities for the goods offered for sale. The retailer, in law, bears responsibility for the 'fitness for purpose' of the goods they sell. The manufacturer or supplier is responsible to the retailer for ensuring that the materials used and the products themselves are suitable for the 'purpose for which they are intended'.

Note: wherever the term 'goods' is used in this code, it is taken to mean new outdoor clothing, equipment and accessories, excluding those specifically sold for contract or commercial use. 'Goods' should also be taken to include services where appropriate.

To demonstrate to the public their observance of the code, all members should wherever possible display the association's Approved Member symbol in their shop, centre, web site, literature and advertising.

Lapsed members must remove from their premises logos, advertising and printed matter indicating that the business is an Member of the Outdoor Industries Association.

The code is set out as follows:

1. AIMS AND OBJECTIVES

- 1.1 To conduct all transactions not only in accordance with all statutory and common law requirements and practices, but also in accordance with the accepted practice of the trade for the time being.
- 1.2 To accept and abide by the Association's Code of Practice or whatever Code of Practice is deemed by the Board to be that to which all members should adhere to and/or subscribe to.
- 1.3 To ensure that all advertising is clear, honest and truthful.
- 1.4 To ensure that full information is available to the consumer about the goods and their care, prices charged, returns policies and conditions of sale.
- 1.5 To ensure that orders are acknowledged and realistic delivery dates given and adhered to.
- 1.6 To ensure that the rights of the consumer and obligations of the retailer are made known.
- 1.7 To ensure that every effort is made by the member to resolve any dispute.
- 1.8 To give public support to the Outdoor Industries Association and to participate regularly in their activities and deliberations by personal or delegated representation or correspondence and, where appropriate, to seek and heed advice from the association in connection with the operation of their business between himself and the consumer.

2. ADVERTISING AND DISPLAY

- 2.1. In marketing and promotional activities, in addition to having due regard for current legislation, care must be taken to ensure any gifts related to purchase of a product or service are directly relevant to that purchase and of a nature that cannot be construed as inappropriate or disproportionate.
- 2.2 Advertisements must comply with any relevant code of advertising including:
 - the British Codes of Advertising, Sales Promotion and Direct Marketing
 - the Television, Advertising Standards Code
 - the Radio Advertising Standards Code
 - the PhoneyPayPlus code for all premium rate charged telecommunication

services

They must also comply with relevant statutory requirements such as the Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Credit (Advertisements) Regulations 2004 as amended in 2004 and 2007.

2.3 Advertisements must not give misleading indications about price, value or quality, nor about the organisation placing the advertisement, nor about any benefit that may be derived from the product or service offered. The consequence of responding to the advertisement should be clear.

3. INFORMATION & ADVICE

3.1. Manufacturers should provide the retailer with adequate information concerning the construction, including compliance with appropriate standards, dimensions and general care and cleaning instructions.

3.2. Retailers should provide instructions for cleaning and care of goods to customers.

3.3. In circumstances where there are no sales staff to advise the customer, such as in self-service retail establishments or in the case of mail order or internet sales, adequate information should be provided to assist self-selection. In such circumstances members must provide clear instructions on how to order goods including information about the terms, conditions, costs associated with the transaction and methods of payment.

3.4. Retailers should give the best possible advice to their customers, bearing in mind their responsibility for the 'merchantable quality of goods', their fitness for the purpose for which they are sold, and the importance of the correct description of goods.

3.5. Where guarantees are offered, members must make clear what is covered and for how long. It should be made clear that any guarantee or warranty is offered in addition to the customers' statutory rights.

4. ORDERS, DISTANCE SALES AND DELIVERIES

4.1 Information must be provided to the customer before they take the decision to buy, as required by, and set out in, the Consumer Protection (Distance Selling) Regulations 2000 amended 2005 and the E-Commerce Regulations 2002.

4.2 Information as to any facility or goods to be purchased on sale or return, and the conditions upon which goods may be returned, must be brought to the attention of customers in writing.

- 4.3 Orders should be confirmed in writing, or in the case of internet orders electronically, either before the conclusion of contract or immediately after the order is placed.
- 4.4 When an order has been accepted with a requirement for delivery by a specific date, any deposit will be refunded on request if a revised delivery date is unacceptable to the customer.
- 4.5 These provisions do not affect the right of the retailer to obtain from the customer the loss incurred when the customer wrongfully breaks his contract and fails to take the goods ordered.
- 4.6 Prices charged will normally be those ruling at the time the goods are offered for sale. The retailer must advise the customer where the price to be charged will be that ruling at the time of delivery.
- 4.7 Guarantees/Warranties must be in writing, and be clear and unambiguous. They do not affect a consumer's statutory rights and all guarantees and warranties used by members should carry a statement making this clear. Distributors and retailers must pass on the individual parts and labour guarantee offered by the manufacturer, and abide by the terms contained in the guarantee during its currency.
- 4.8 Any clear disparity between a customer's stated requirements and the nature of the goods/and or services to be purchased must be pointed out and explained.
- 4.9 Pricing information showing the total price and providing a breakdown, where appropriate, of that total showing eg delivery, VAT, credit charges, discount applied, part exchange applied, must be given in writing.
- 4.10 Delivery dates should be discussed with the customer in advance of ordering/making the purchase and a choice of delivery dates and times should be offered. For mail order and Internet orders, normal delivery times should be indicated. Should it become clear these can not be met, the customer must be informed as soon as practicable, with an honest explanation of the reason for the delay. The customer should have the right to cancel without penalty if the order is not delivered within the stipulated time.

5. REPAIRS

- 5.1 Code members are expected to provide a high standard of after sales service and to ensure a prompt and adequate service and repair policy. Prompt will normally be taken to mean response within 2 working days of request, unless otherwise agreed

- 5.2 Where goods have been returned for repair, the member may find it necessary to apportion the cost of the repair and transport, depending on the period of use and on the quality and type of product, in relation to normal wear and tear. It is not possible to set out rigid guidelines for the apportionment of costs, which must be agreed between the member and the consumer.
- 5.3 The cost of the repair should be ascertained and agreed with the consumer before the work is undertaken. The information should be passed to the consumer as quickly as possible.
- 5.4 Where the liability for the repair has been acknowledged to be the responsibility of the member (whether under guarantee or otherwise) then they will be responsible for the repair and transport costs.

6. CONDUCT AND TRAINING OF STAFF

- 6.1. It is members' responsibility to ensure that their staff receive appropriate training in dealing with customers, in knowledge of the goods which they handle and in the procedure for handling complaints.
- 6.2 The retailer should ensure that a badge, or other identification is worn, clearly showing that the staff are employees of the supplier or manufacturer when, by arrangement, a manufacturer or supplier has provided staff to sell or act as a consultant for his goods.
- 6.3 All staff must be made aware of any legislation pertinent to their role, especially in relation to health and safety, disability discrimination, and consumer rights. They must give due regard to infection control issues, where relevant.
- 6.4 Companies must maintain a record of training for each member of staff.

7. COMPLAINT RESOLUTION

- 7.1 All members must have in place a speedy, responsive and user friendly procedure for the resolution of complaints, ie any expression of dissatisfaction regarding the product and / or service supplied. Code members are normally expected to resolve complaints within one calendar month.
- 7.2 Customers wishing to make a complaint must be informed to whom within the company they should address their complaint, what information they are required to provide, and the timescales that will apply to dealing with the complaint. These must include targets for initial acknowledgement of notification of a complaint (with advice regarding procedure to be followed in addressing it), as follows:

Telephone call indicating there is a problem – within 2 working days
Letter, fax or email – within 5 working days

7.3 Staff must be advised to be professional, courteous, prompt and fair when dealing with a complainant.

7.4 The vast majority of sales and service arrangements are carried out perfectly satisfactorily. Situations will sometimes, however, arise when the customer feels he or she has been unfairly treated. In these circumstances the code provides a simple two step procedure designed to resolve problems involving members of the association.

Step 1 - Help by the member

In the case of complaints it is essential that the customer first approaches the member as the customer's contract is always with the member even though in resolving the complaint the assistance of the manufacturer or supplier may be sought.

Members should ensure that all complaints are handled speedily, equitably and in a businesslike manner. Written instructions which should be reviewed annually, should be issued to all staff over the signature of a senior executive.

Staff handling customer complaints must demonstrate a high degree of interest and involvement in the customer's problem.

Step 2 - Help by Local Agencies

If the customer is not satisfied by the retailer he or she should seek help from local advice services, namely the local authority Trading Standards Department, Consumer Advice Centre or Citizens Advice Bureau.

These agencies will attempt to resolve the problems by advising or aiding the parties concerned and contact may be at the initiative of either the customer or the member.

8. MONITORING OF THE CODE

8.1. The Outdoor Industries Association will keep a record of complaints received together with details of action taken. A report on the performance of the code will be published annually with a copy sent to the Office of Fair Trading and other appropriate organisations or agencies.

8.2 An Annual Report will be published, giving the results of these exercises, the number and nature of complaints received, the remedies recommended and

implemented.

9. Sanctions / Disciplinary Action

9.1 Where an identified breach of the Code is minor, the OIA Board shall consider what action should be taken in the interests of the OIA. The Board may consider that no further action is to be taken, or, that further action is to be taken.

9.2 If the Board decides that further action is to be taken, it shall itself or by a sub-committee appointed by it investigate any allegation of a breach of this Code and produce a document containing the allegation and the reasons why that allegation has been made. It shall provide this document to the member against whom the allegation has been made and give them an opportunity to respond with their own document.

9.3 The Board or its sub-committee will, upon receipt of the documents containing the allegation and the response to the allegation consider them both and reach a decision as to whether (i) any breach of this Code has been established, and, (ii) what action it should take in respect of any breach that has been made out.

9.4 The actions open to the Board or its sub-committee after deciding that a breach of the Code has been established are (i) no further action, (ii) a formal reprimand, (iii) a period of suspension from OIA, and, (iv) proposing a resolution resolving that the member be expelled on the ground that their continued membership is harmful to or is likely to become harmful to the interests of the OIA.

9.5 If the Board or its sub-committee propose a resolution that a member be expelled, the procedure for expulsion from the OIA set out in paragraph 8.4 of the Articles of Association of OIA shall then be followed.

9.6 OIA shall owe no duty of confidentiality to any party in respect of the decision to take any of these actions.