

BRITISH BLIND AND SHUTTER ASSOCIATION CODE OF PRACTICE

INTRODUCTION

The purpose of this Code of Practice is to provide members of the Association with practical guidelines with the aim of improving the quality of the service given by member companies to their customers. It represents a binding commitment on the part of each member of the BBSA to a high standard of quality, safety, integrity and reliability.

In drawing up the Code of Practice, the Association has paid particular attention to recommendations as laid down by the Office of Fair Trading.

The Association, since its inception in 1919, has always actively encouraged the highest standards of product and workmanship combined with professional integrity of conduct and trading.

The products manufactured and supplied by BBSA members include interior and exterior blinds, awnings, security grilles and shutters.

The Association would recommend most strongly to consumers that they only employ the services of reputable, well-established blind and shutter manufacturers - the Association places a very great emphasis on its membership selection procedure.

MEMBERSHIP

The Association comprises the following categories of member:-

Full Member:

Full Membership is open to any applicant substantially engaged in the manufacture of complete blinds and/or shutters from components, marketing the same to the final user or retail distributor of the product, and also any applicant engaged in activities connected with blinds and shutters other than those described above, e.g. cleaning, repairing, fitting or selling. The applicant will have made a substantial financial investment in the industry, and the applicant shall have been engaged in the business so defined for not less than three consecutive years preceding election to membership.

Overseas Associate Member:

Manufacture or supplier of blinds, shutters or components outside the UK.

Service Member:

This category open to any applicant who has a minor involvement in the manufacture and/or distribution of goods connected with the production and marketing of blinds and shutters and also any applicant engaged in activities connected with blinds and shutters including those described above, but where only a minor financial investment has been made, and who shall have been engaged in the business so defined for not less than three consecutive years preceding election to membership.

Membership Selection Procedure

All applicants for membership must have been in the business of manufacturing blinds and/or shutters for a minimum of three years at the time of application during which time their trading practices should not have been inconsistent with the requirements of this Code. Overseas Associate members should have the support of a UK agent or distributor. All applicants (except those overseas) will receive a visit from a delegate of the Managing Committee of the Association, whose detailed inspection of the premises includes careful checks on manufacturing techniques, quality of workmanship and stock

levels. Only after inspection of the premises has taken place, can the application be considered by the Association's Managing Committee which must be entirely satisfied of the applicant's suitability.

CODE OF PRACTICE

Each member shall observe and comply with all of the following requirements relevant to any business dealings provided that the other party(ies) operate and interpret any contract in a fair and reasonable manner.

1. **ADVERTISING**

- (a) All advertising shall be in compliance with the British Code of Advertising Practice, and the IBA Code of Advertising Standards and Practice (see appendix). All advertising should, therefore, be legal, decent, honest and truthful.
- (b) Advertisements should not unfairly attack or discredit other products and advertisers or advertisements directly or by implication.
- (c) Prices or discounts quoted by the member or his agent shall be in no way misleading.

2. **LAW**

All transactions must be conducted in accordance with statutory and common law requirements of the country in which the contract is made, in particular any statutory or other legal requirements relating to the sale of goods so far as concerns the quality of the product and its fitness for purpose.

3. **STANDARD OF WORKMANSHIP**

The member shall observe a good standard of workmanship and any goods or materials manufactured or fabricated by the member shall be of good and merchantable quality except when defects are specifically drawn to the buyer's attention before the contract is made. The member shall consistently check the quality of all of the work, remedy all defects without undue delay and ensure that all finished work is of an acceptable standard.

4. **PRODUCT INFORMATION**

Like advertising, all product information shall be truthful and accurate. Customers should be advised on the operation and maintenance of the product.

5. **SUB-CONTRACTING**

When the member sub-contracts any work it shall ensure that the sub-contractor is a competent and bona fide organisation with all appropriate insurance cover and that the sub-contractor complies with this Code of Practice. The member shall act with fairness and integrity in all dealings with the sub-contractor.

6. **BUSINESS INTEGRITY**

The member shall observe a high standard of business integrity in all dealings with customers, suppliers or sub-contractors. In particular the member shall:

- (a) agree fair and reasonable terms of trading with customers, suppliers and sub-contractors and shall abide by those terms;
- (b) only pursue claims against customers, suppliers or sub-contractors which are believed to be valid, reasonable and sustainable;

- (c) take all practical and reasonable steps to discharge when due at the earliest opportunity all outstanding liabilities. Such liabilities shall include any arising from other business activities in which any or all of the owners, directors or managers of the member bore direct responsibility, notwithstanding that there may not be full legal obligation for such liabilities;
- (d) not conduct business affairs in a manner likely to bring the member or the BBSA into disrepute.

7. COMPETITION

The member shall not engage in price-fixing, market-sharing or any other unlawful anti-competitive practices restrictive to trade.

8. SAFETY AND PRODUCT LIABILITY

The Member shall operate an effective health and safety policy and shall take all reasonable steps to ensure the safety of employees and the public. The Member shall carry adequate third party and product liability insurance.

9. TRAINING

The member shall demonstrate a positive commitment to training and shall take active steps to ensure that all operatives, supervisors, office staff and managers receive proper and continuous training in all aspects of work relevant to standards, safety and efficiency.

10. EMPLOYMENT

The member shall take all reasonable measures to ensure the welfare and stability of employment of all employees and shall fulfil all legal and other duties as an employer including maintaining adequate employers liability insurance. The member shall not discriminate unlawfully or improperly in any aspect of employment.

11. COMPLAINTS

Whilst the contents of this Code of Practice are intended to avoid the possibility of there being cause for complaint against a supplier, there may occasionally be a time when such a situation does arise. If so, the following procedure should be adopted.

- (a) In the case of complaint it is most important that the customer first approaches the supplier concerned - the customer's contract is always with the supplier, even though assistance may be sought from other parties in resolving the dispute. The supplier should ensure that any such complaint is investigated promptly to assess its validity and, if substantiated, is settled efficiently, quickly and courteously. If it is felt that the customer does not have a justifiable complaint, it should be explained politely why this is felt not to be the case.
- (b) If the customer is unsuccessful in resolving the complaint then he or she may refer the matter in writing to the British Blind and Shutter Association pursuant to the Association's disputes resolution procedure. The Association would determine how the dispute should be resolved but this is likely to be by way of appointment of an independent examiner to inspect any product/installation which is the subject of complaint. The Association reserves the right to require either or both parties to pay a deposit to cover the cost of independent inspection such deposit to be dealt with following resolution of the dispute as the Association shall determine having regard to the outcome of the inspection.
- (c) If either party is not satisfied with the determination of the Association following the report of the examiner or such other investigations as the Association shall consider appropriate that party may express their dissatisfaction in writing within 7 days and the Association may, if it thinks it appropriate, convene an independent review body consisting of not less than 3 members to review the complaint and the initial determination of the Association.

- (d) The above complaint procedure shall in no way affect the statutory or legal rights of the customer.
- (e) The determination of the Association in relation to any complaint referred to it or by the review body (if applicable) shall be binding upon the member who shall carry out expeditiously and any such actions (if any) directed to be taken by the Association or the review body (as the case may be). Any failure by a member to comply with the directions of the Association or a review body or any member found as a result of the resolution and disputes procedure to have been conducting business in a manner considered inappropriate to membership or in any way in contravention of the Association's constitution and rules or this Code of Practice may be subject to the Association's disciplinary procedures.

12. ENFORCEMENT OF THE CODE

It is a condition of membership of the Association that this Code of Practice is accepted in its entirety and in the event of a proven breach of the Code of Practice the member concerned may be penalised as decided by the Association in accordance with the Association's Constitution and Rules.

APPENDIX

Copies of the British Code of Advertising Practice are available from the Advertising Standards Authority Limited, Brook House, 2-16 Torrington Place, London WC1E 7HN.

Copies of the IBA Code of Advertising Standards and Practice are available from the Independent Broadcasting Authority, 70 Brompton Road, London SW3 1EI.