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BRITISH BLIND & SHUTTER ASSOCIATION



**CODE OF PRACTICE**



## **CUSTOMER CODE OF PRACTICE**

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### **FOREWORD**

The British Blind & Shutter Association (BBSA) is the recognised voice of the blind and shutter manufacturing and installation industry in the United Kingdom.

BBSA members range in size from small family firms to large corporations. The BBSA approves all potential members and measures them against set criteria to ensure they reach the high standards expected of a BBSA member. This code applies to all UK based BBSA members.

The purpose of this code is to ensure that all BBSA members trade in a fair and reasonable manner. In the event that this does not happen, the BBSA has developed procedures which should be followed to enable members to resolve customer complaints quickly and fairly. If this fails then the BBSA will provide a conciliation service to help reconcile the member with its customer(s). If a reconciliation cannot be reached then the BBSA will assist the member and the customer in finding a suitable arbitrator.

Compliance with this code is mandatory for all members of the BBSA. As with any code, this document does not explicitly cover every situation which may arise, but members are expected to adhere to the spirit as well as the letter of this code at all times. There is a range of disciplinary procedures and sanctions built into this code, including expulsion for persistent and serious breaches.

Only bona fide members may use the BBSA logo in their promotional material. You may check a company is a member of the BBSA by visiting our website or contacting the BBSA on 01449 780444.

Nothing contained in this code affects the contractual or statutory rights of the member or the customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau. For further help and advice contact the Consumer Direct helpline on 08454 040506 or visit [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk).

## **Customer Code of Practice**

### **1. STANDARD OF SERVICE**

- 1.1 Members must be clear and open in their dealings with customers. They must not knowingly misrepresent facts to a customer. Members must at all times behave with honesty and integrity.
- 1.2 Members shall maintain a high standard of service to customers, trade fairly and responsibly and shall not conduct their business in any manner that would bring the BBSA or its members into disrepute.
- 1.3 Members shall:
  - 1.3.1 Comply with all relevant statutory and regulatory requirements and ensure that their staff are aware of such requirements.
  - 1.3.2 Ensure all members of staff are aware of this code and how its terms apply to them.
  - 1.3.3 Carry out all work to the standards reasonably expected from a specialist.
  - 1.3.4 Ensure that customers are made aware of their rights and this code and are given all the help and advice they may reasonably require.
  - 1.3.5 Comply with BBSA requirements for monitoring customer satisfaction.

### **2. ADVERTISING**

- 2.1 All advertisements must be clear, legal and truthful. It must not be misleading or create a false impression even if everything stated is literally true. It must comply with all relevant legislation.
- 2.2 Where a member uses an additional or alternative trading name, all advertising and marketing material must clearly show the link with the member.

### **3. THE CONTRACT**

- 3.1 Members shall provide customers with clear descriptions of the goods and/or services to be provided and use fair and plain contract conditions which clearly set out the rights and obligations of each party.
- 3.2 The contract must comply with all relevant statutes and legislation.
- 3.3 The contract must:
  - 3.3.1 Show the name and address of the member;
  - 3.3.2 Describe the goods and/or services to be provided;
  - 3.3.3 Provide clear information on timescales etc;
  - 3.3.4 Describe the terms of payment;

- 3.3.5 Identify any additional charges which may arise;
  - 3.3.6 Draw the customer's attention to any unusual features of the contract;
  - 3.3.7 Provide a full set of the member's terms and conditions; and
  - 3.3.8 Incorporate an acceptance by the customers of the terms.
- 3.4 A member may not cancel or significantly alter a contract after it has been entered into without informing the customer of the changes (including any alteration in price) and giving them the opportunity to withdraw from the contract.
- 3.5 Members must have regard to current legislation and statute governing consumer contracts. The BBSA has produced some guides to the most important of these and, whilst not definitive, may assist members in understanding their legal responsibilities.

#### **4. PRODUCT SAFETY**

- 4.1 Members must take all reasonable steps to ensure the safety of employees and members of the public and carry adequate third party and product liability insurance.
- 4.2 Members shall comply with the child safety requirements of EN 13120:2009 and any subsequent revision of that standard.

#### **5. COMPLAINTS, DISPUTES & CLAIMS**

- 5.1 Members must have in place responsive and user friendly procedures for dealing with customer complaints.
- 5.2 Members must ensure that all staff are instructed in the handling of complaints. Staff should adopt a friendly and positive approach towards resolving a complaint.
- 5.3 Members must ensure that all staff have the name and contact details of the person to whom complaints are to be referred to within their organisation.
- 5.4 All members shall maintain a record of complaints and their resolutions. This should be made available for the BBSA to inspect whenever the BBSA so requests.
- 5.5 Members shall co-operate with customers, their advisors and the BBSA in the resolutions of complaints.
- 5.6 In the event of a dispute which cannot be resolved either the customer or the member may refer it to the free conciliation service offered by the BBSA. All members must co-operate with the BBSA conciliation service.
- 5.7 If a dispute cannot be settled by the conciliation service, the BBSA will assist the parties to appoint an independent arbitrator to settle the dispute. Member's co-operation with any appointed arbitrator will be mandatory. The arbitrator will charge a fee and the BBSA may ask either or both parties to pay a deposit in relation to the arbitrator's fees before making such arrangements.

## **6. INFRINGEMENT AND ENFORCEMENT**

- 6.1 The BBSA will investigate all alleged breaches of this code by a disciplinary committee which in the case of minor breaches shall consist of at least three members of the Managing Committee and in the case of serious breaches shall consist of an independent chairperson, a representative of the BBSA and one other independent person (in either case, the 'Disciplinary Committee'). A serious breach is any breach of the Code which, in the opinion of the Managing Committee acting by simple majority, brings the BBSA and/or its membership into disrepute. Where a potential breach of the code is identified during the course of a customer's complaint, the BBSA will usually try to resolve the complaint before addressing the breach.
- 6.2 In addition to the ability of members and non-members to bring complaints to the BBSA or to report alleged breaches of the Code, if the BBSA believes that any member is infringing this Code it shall be entitled to investigate accordingly and commence disciplinary proceedings on its own account.
- 6.3 The Disciplinary Committee shall notify the member of any allegation made against him at least 28 days before its meeting to decide whether or not the alleged breach requires any action to be taken.
- 6.4 The Disciplinary Committee shall be entitled to notify the other members of the notice to the member given under this section of the Code and to invite them to make any written representations to the Disciplinary Committee, except that the Disciplinary Committee shall take into account only such written representations which have been copied to the member by the Disciplinary Committee not less than seven days before its meeting.
- 6.5 The Disciplinary Committee shall notify the member that the member may make written representations to the Disciplinary Committee prior to the meeting. The Disciplinary Committee shall take account of any such written representations which are delivered to the BBSA not less than two clear working days prior to the meeting. Exceptionally, the Disciplinary Committee may grant a request of the member made not less than seven days before the meeting to make oral representations to the Disciplinary Committee immediately before its meeting and to do so through any specified representative of the member of which the Disciplinary Committee shall approve.
- 6.6 The Disciplinary Committee shall take into account in addition to its own discussion:-
- 6.6.1 the notice to the member;
  - 6.6.2 any written representations made in accordance with section 6.4,
  - 6.6.3 any representations made in accordance with section 6.5, and
  - 6.6.4 any documentary evidence which has been copied to the member as soon as reasonably possible before the meeting but in any event not less than seven days before the meeting in order to give a reasonable opportunity for the member to respond in writing to such evidence.

6.7 If the member is judged to have breached this Code by a two-thirds majority of the Disciplinary Committee the Disciplinary and/or Managing Committee shall have the power to impose the following sanctions:

- 6.7.1 Informal reprimand
- 6.7.2 Written warning
- 6.7.3 Re-inspection
- 6.7.4 Improvement notice
- 6.7.5 Public reprimand
- 6.7.6 Suspension of services to a member
- 6.7.7 Suspension of membership
- 6.7.8 Termination of membership

and in deciding the appropriate sanction the Disciplinary and/or Managing Committee may take into account any previous sanctions imposed on the member in the 36 month period prior to the date of the Disciplinary Committee's written notice to the member of their decision.

6.8 The Disciplinary Committee shall give its decision in writing to the member. The Disciplinary Committee may notify the other members of any action taken against a member (other than a private reprimand) but shall decide whether or not to notify the members of the reasons for its decision, and shall take into account any representations of the member whether or not to do so which are made prior to its meeting.

6.9 If the member notifies the BBSA within 14 days of the receipt of the written confirmation of the decision of the Disciplinary Committee that he does not accept that decision then the matter will be referred to an independent arbitrator who shall be agreed between the parties or, if agreement has not been reached within 7 days, who shall be appointed using the Centre for Effective Dispute Resolution (CEDR) or, in the event that CEDR no longer exists or is capable of appointing an arbitrator, such other organisation with similar objectives. The costs of such arbitration shall be borne by the BBSA in the event that the member is found not to have breached the Code and by the member in all other cases or in such other proportions as the arbitrator shall otherwise determine. The decision of the arbitrator shall be binding on both parties.