



Code of Practice

**For the Sale of Supply
of Goods & Services
by Members of the Association**

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Introduction

This Association has traditionally required a high standard of commercial and technical competence amongst its members providing customers with quality service and that continues today.

Members of retra are conscious of their obligations to customers and continue to meet them willingly as part of a standard of good retailing. One of the pre-requisites of membership of retra is that retailer/service company should provide adequate information and a reasonable display for any products sold.

While in the vast majority of cases, the sale and servicing of electrical and electronic equipment is performed accurately, promptly, courteously and effectively, this Code of Practice has been drawn up by retra to govern the conduct of members in their day to day dealings with customers.

The efficient operation of this code is also dependent upon the support of manufacturers and others in the supply of products, spares and service facilities. The retra constitution contains provisions for the enforcement of the Code by the Board of retra. In the event that a member's behaviour to a customer is proved to the satisfaction of the Board to have fallen below the standards set by the Code, the measures which may be imposed are a warning or termination of membership of retra pursuant to the provisions of the constitution of the Association.

There is an identity of interest between the customer and the responsible retailer/service company/service member to receive and to give good service before and after sales. That service should be efficient, reliable courteous and fair.

The purpose of this Code is to set out the principles that members of retra shall adopt to achieve that end and to provide a conciliation procedure for use, if necessary.

The Code of Practice applies to Customers, that is people who are buying or having goods serviced for purposes not related to their trade, business or profession.

In addition to traditional retail/service premises, the code applies to retailer/service companies using Distance Selling techniques, (via the internet, telephone, fax, and catalogue).

The code does not detract or attempt to detract from the legal rights of customers.



1. Repair Servicing

- 1.1 The retailer/service company will provide clear contact details if help or repairs/service is required by his customers.
- 1.2 Premium rate call numbers should not be used for dedicated help lines or service telephone line numbers.
- 1.3 The retailer/service company will make clear to the customer the exact terms of the contract for any repairs or servicing work to be carried out, including any of the following if applicable:
 - *call out charges*
 - *minimum charges- the level of charge at which repairs should not proceed without specific authorisation from the customer*
 - *labour charges- advanced charges to cover the cost of ordering certain spares*
 - *collection and delivery charges*
 - *estimate/quotation charges*
 - *Any additional chargeable services*
- 1.4 Notices detailing any of the above should be displayed clearly and prominently in the area where service work is received. Distance Selling Operations should also state clearly the above terms. These details should also be quoted to customers requesting service/repair work by telephone.
- 1.5 A record should be made of the date, name, address, contact number and email address of caller requesting service at the time of the request for service.
- 1.6 Invoices for services should be clearly presented, in plain non technical language showing details of fault symptoms, the work carried out, the materials used and VAT charged.
- 1.7 If the customer requests a home visit, the retailer/service company, should ask the customer to provide as much of the following information as possible in order to identify the goods, expedite the repair and minimise the costs:
 - *make of appliance*
 - *model number*
 - *serial number*
 - *description of fault (using customers own words)*
 - *name of purchaser*
 - *address where the equipment is located (indicating any special access difficulties)*
 - *a suitable time for the engineer to call, giving working day alternatives within 4 hours*
 - *whether it is an in-guarantee fault or service call for maintenance*
 - *Proof of purchase (warranty work)*
 - *Any wall-mounted or disassembly required*

- 1.8 The retailer/service company will provide services to the best of their ability. But, where this is not possible, they will explain why.
- 1.9 Where goods are handed in or collected for repair/service, the retailer/service company shall provide the customer with a receipt for the goods, which states the manufacturer, model and serial number, the nature of any faults/symptoms, any accessories and the cosmetic condition of the goods.
- 1.10 When the customer requests a service then under normal conditions the service company will endeavour to make contact within 4 working hours. Should the fault fail to be repaired, either in situ or in the workshop, the engineer or retailer/service company will report the suspected fault to the customer and the reasons why a repair has not been effected. Reference should be made to one or more of the following categories:
- *temporary lack of spare parts*
 - *the equipment requires major repair*
 - *unable to trace defect*
 - *several other important defects are apparent*
 - *appliance unsafe (mechanical, electrical, electronic or physical)*
 - *appliance unrepairable due to permanent unavailability of spares*
 - *Beyond the retailer/service companies control*
- 1.11 Retailer/service companies will advise customers of their own conditions for the servicing and repair of products. Field service repairs, which cannot be completed at the time of the first visit, should be completed normally within five working days from the date of the first visit.
- 1.12 If the retailer/service company finds there will be an undue delay in performing the repair, the retailer/service company should notify his customer of this giving the reason for the delay and should keep the customer regularly advised of progress.
- 1.13 Where a product or its connections are found to be unsafe, the customer must be informed and a written record made. The cost of rectification can be included in any price quoted for repair. In the event that a customer refuses to have remedial work carried out, the service company may refuse to repair the goods. In any event the service agent will give written notice to the customer that the goods should not be used until the remedial work has been carried out. The service company reserves the right to disable the unsafe appliance for the safety of the customer.



2. Where the Retailer is not the Service Agent

- 2.1 The retailer/service company must fully accept their statutory obligations under the Sale and Supply of Goods to Customers Legislation.
- 2.2 Where the retailer/service company is not the service agent, he should provide the customer with the name, address and telephone number of the manufacturer or service agent. Where appropriate the retailer/service company should accept the goods brought in by the customer for return to the manufacturer or service agent for repair.
- 2.3 If the manufacturer fails to provide an adequate service to a customer the retailer/service company should use best endeavours to procure such a service for the customer, and, if necessary enlist the assistance of retri. Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR) may be applicable in certain cases.

3. Delayed Calls

- 3.1 Where the retailer/service company has agreed to an appointment, which has to be cancelled through unusual circumstances, the retailer/service company will endeavour to advise the customer, where practicable, of any change in call times. In such circumstances, customers should be offered the next available service call as a matter of priority.

4. Guarantee or Repairs on Product Outside Normal Product Period

- 4.1 A specific repair performed by the retailer/service company will be guaranteed both in parts supplied and fitted and workmanship for a minimum period of three months. The details of this guarantee must be available for customer to inspect, in a durable form and written in plain language. This guarantee shall not detract from the statutory rights of the customer.

5. Estimates

- 5.1 If requested, the retailer/service company will offer to provide at reasonable cost, an estimate of the likely cost of repairs. The customer shall be advised in advance of the cost of providing an estimate.
- 5.2 The retailer/service company may require an initial payment to cover parts required to complete a comprehensive estimate or quotation. Customers must be made aware of any such charges in advance of any work being carried out.
- 5.3 The customer should be advised that, if the estimate is unacceptable, the retailer/service company might not be able to return the goods in the condition in which they were originally received.
- 5.4 Where a quotation for work is provided, as distinct from an estimate, both parties should understand that the acceptance of a quotation constitutes a contract embodying the terms of the quotation.

6. Spare Parts

- 6.1 The retailer/service company will make every effort to keep a reasonable stock of commonly used parts.
With the increasing complexity of modern goods and the vast overall range of spares, the retailer/service company will be unable to stock all spares. Spares other than those most frequently used will therefore be drawn from the retailer/service company's suppliers and the retailer/service company will use his best endeavours to ensure a swift delivery.
Some parts may only be available by special order from the manufacturer and the retailer/service company may request payment with order for replacement parts for goods out of guarantee.



7. Conciliation Service

- 7.1 There is no doubt that the vast majority of sales and service calls are performed satisfactorily. Situations may arise, however, when either the customer or the retailer/service company feels they have been unfairly treated by the other party or by a supplier.
- 7.2 Customers with a complaint should always be encouraged to return the goods to the retailer/service company where the retailer/service company should examine the matter speedily and sympathetically and must take decisive action if justification is established.
- 7.3 The customer should indicate the nature of the complaint in writing by e-mail or letter in the first instance to retra giving full details of the complaint. ADR and ODR may be applicable in certain cases.
- 7.4 The customer can, of course, at any stage pursue their normal statutory rights and seek redress from the County Courts in England and Wales or the Sheriff Court in Scotland.

8. Legal

- 8.1 retra members are required to adhere to all legal requirements including but not limited to Trading Standards, Health & Safety, Environmental Protection including WEEE Regulations, Employment Law, Public Liability, Business Insurance and Data Protection.

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