



Code of Practice

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 Approved Members of the Outdoor Industries Association.

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

Outdoor retailers and their suppliers 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 organised 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 Outdoor Industries Association 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'.

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 the manufacturers, suppliers or retailers concerned.

Association members are required to honour the provisions and spirit of the code. Those who are found to be persistently in breach of any provision of the code will be subject to such action as thought necessary by the council of the association.

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.

1. AIMS AND OBJECTIVES

1.1. The aims and objectives of the Go Outdoors Code of Practice are to ensure that:

1.2. All advertising is clear, honest and truthful.

1.3. Full information is available to the consumer about the goods and their care, prices charged, returns policies and conditions of sale.

1.4. Orders are acknowledged and realistic delivery dates given and adhered to.

1.5. The rights of the consumer and obligations of the retailer are made known.

1.6. The retailer makes every effort to resolve any dispute between himself and the consumer.

1.7. Failing agreement between the retailer and the consumer, adequate conciliation facilities are available.

2. ADVERTISING AND DISPLAY

2.1. To demonstrate to the public their observance of the code, all retail members should wherever possible display the association's Approved Member symbol in their shop, web site, literature and advertising. A copy of this code should be freely available for inspection by customers on request.

2.2. All advertising must be legal, decent, honest and truthful. It must meet the conditions of the British Codes of Advertising and Sales Promotion (BCASP). Members must comply with the rulings of the Advertising Standards Authority (ASA). Where web sites or literature contain advertising material from other organisations this should be clearly identified as such.

2.3. Nothing should be displayed which cannot be substantiated or is likely to mislead customers. Discounts offered should be based on fair comparisons. Misleading price offers relating, for example, to 'worth', 'value', 'up to £x off', should not be used. All retail prices quoted should be VAT inclusive.

2.4. Where goods are offered 'at a distance', that is other than from retail premises (eg by mail order or the internet), members must provide full contact details for the business including phone and fax numbers and email and postal addresses for correspondence.

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

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. A leaflet, *Using & Caring for Your Outdoor Clothing & Equipment*, is available from the association for this purpose.

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 a customer insists on making a purchase, notwithstanding advice that the goods may not be suitable for the purpose the customer indicates they are being purchased, the customer should be advised that if the goods do turn out to be unsuitable this does not give the customer the right to reject the goods.

3.6. 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. 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.

4.2. Acknowledgement of orders should contain the following information: the members' business name, the order or reference number and the total price. It should also include a statement about any right to cancel, how to cancel, who the cancellation notice may be sent to and whether the customer must pay for the cost of returning the goods.

4.3. Retailers should ensure that their sales staff quote realistic delivery dates in line with the retailer's assessment of current information supplied by the manufacturer or supplier.

4.4. When deposits are taken, the delivery dates should be quoted in writing except when delivery should take place within one month.

4.5. Retailers should periodically check with suppliers on the delivery position and must advise customers immediately if it becomes apparent that the quoted delivery date is not likely to be met.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. Customers must be advised of terms and conditions of members' contracts which should be set out clearly and in plain English, or other appropriate language. Contracts should include the statement that the terms do not affect consumers' statutory rights.

5. REPAIRS

5.1. Where goods have been returned for repair, the retailer 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 retailer and the consumer.

5.2. 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.

5.3. Where the liability for the repair has been acknowledged to be the responsibility of the retailer or manufacturer (whether under guarantee or otherwise) then they will be responsible for the repair and transport costs.

6. SALES 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. All staff in shops displaying a symbol demonstrating their observance of this code, should be made aware of the code's provisions and their part in honouring it.

6.3. 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.

6.4. Members must ensure that policies and procedures are established and all staff suitably trained to meet their obligations under the consumer protection and other laws currently in force including:

Sale of Goods Act 1979;
Supply of Goods and Services Act 1982;
Consumer Credit Act 1974;
Trades Descriptions Act 1968;
Unfair Contract Terms Act 1977 and the 1999 Regulations;
Consumer Protection Act 1987;
Data Protection Act 1998;
Consumer Protection (Distance Selling) Regulations 2000

7. COMPLAINT RESOLUTION

7.1. 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 three step procedure designed to resolve problems involving members of the association.

Step 1 - Help by the Retailer

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

7.3. Retailers 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.

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

Step 2 - Help by Local Agencies

7.5. 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.

7.6. 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 retailer.

Step 3 - Help by the Outdoor Industries Association

7.7. Should the local agency be unsuccessful in resolving the complaint then the association has an established conciliation service to help deal with any case involving one of their members which has not been referred for legal action. Problems should be referred, in writing, to the association at the following address:

Outdoor Industries Association
Morritt House
58 Station Approach
South Ruislip
RUISLIP
HA4 6SA
United Kingdom

7.8. Should the association be unable to resolve the complaint within a reasonable period, either party may at any time refer the dispute to the small claims court or seek any other remedy available to them under the law. In such circumstances, the association will play no further part in seeking to resolve the dispute.

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