

## **CODE OF PROFESSIONAL PRACTICE: ISSUE dated 11 November 2015**

This Code of Professional Practice has been produced by BUFCA to set down standards within the spray/injected polyurethane foam industry, which are intended to further good technical and professional practice and encourage good relationships between members of the Association and their clients, from the initial promotion to the after sales service.

### **INDEX**

1. Introduction
2. Marketing
3. The Contract/Agreement
4. Technical Training
5. Installation
6. Health & Safety
7. Customer Care
8. Guarantees
9. Complaints Procedure
10. Code Enforcement & Disciplinary Powers

### **1. INTRODUCTION:**

This Code should be used in conjunction with other Codes and Certificates relevant to members, as issued by other regulatory bodies from time to time. The Code exists as a benchmark to further standards of conduct within the industry; it is not all-embracing, as circumstances vary, and it is up to Members to measure their conduct against the standards set by the Code.

All Members agree to abide by the Code of Professional Practice and it is a condition of membership. Members operating to the Code have an advantage over non-members, being in a position to demonstrate good value and service, whilst ensuring high standards. It is recommended that Members display the Association logo to demonstrate compliance with the Code.

This section refers to all forms of advertising on television, in the press and in other media; also sales, promotion, including exhibitions, retail display, videos/literature distribution, e-commerce via the internet and other forms of advertising.

### **2. MARKETING:**

A Member shall:

2.1 Ensure all marketing, advertising and promotional material is legal, decent, honest and truthful, as set out in the British Codes of Advertising & Sales Promotion Practice. Members shall not use Internet

sponsored links (such as Google) to directly target other members' web sites and shall not use members' company names as keywords or metatags.

2.2 Highlight advantages of individual systems and services and not attack or discredit competitors, other processes, advertisers or advertisements, directly or by implication.

2.3 Misrepresentation: Not make any statement or visual presentation within sales literature or other promotional material, either directly or by implication, omission, ambiguity, or exaggerated claim, which may mislead the consumer about the product advertised, the advertiser, or any other product or advertiser.

2.4 Misleading Information: Not knowingly, particularly through its sales personnel, impart false or misleading information concerning its products or services and recognise that the company has an obligation to use all reasonable care to avoid doing so inadvertently. They shall not exaggerate benefits. Nor shall they intentionally make inaccurate, misleading or deliberately malicious statements concerning competitive installers, products or services.

2.5 Telephone Selling: Follow the guidelines on telephone selling as issued by the Office of Fair Trading and published in telephone directories. Where members are making unsolicited telephone sales approaches to consumers the principles noted in Clause 2.4 also apply.

### **3. THE CONTRACT/AGREEMENT:**

This section applies to all activities relating to the contract, including order terms, price lists, and so on.

A Member shall:

3.1 Identification: Ensure that all sales personnel are able to produce evidence of identification upon request.

3.2a Legal Obligations and Cancellation of Credit Orders: Ensure that all sales personnel are fully aware of current legislation and the company meets its obligations.

3.2b Only offer credit, to customers, where they are licensed by the Office of Fair Trading to do so, that credit to be provided in accordance with the provisions of existing consumer credit legislation, in particular with the Consumer Credit Act 1974, and subordinate legislation. These include a cooling-off period to allow cancellation, where such orders are negotiated away from business premises, the main points of which are as follows:

3.3 Cancellation of Credit Order: Undertake that contracts subject to the Consumer Credit Act, negotiated away from business premises may be cancellable by the customer up to the end of the fifth day following the day on which he last received a copy of his agreement or notification of his cancellation rights.

3.3a In the case of such contracts, notice indicating the right of the consumer to cancel the agreement, how and when that right is exercisable, and the name and address to whom cancellation may be given, must:

a) be included in every agreement given to the customer, and

b) be sent by post to the customer within seven days following the making of the agreement, save in those cases where a copy of the executed agreement (which under (a) above will contain notification of

his cancellation rights) has in any event to be given to him within seven days following the making of the agreement.

3.4 Accept cancellation given in accordance with such rights. Where a cooling-off period applies, it is sufficient for the notice of cancellation to have been posted, clearly worded, by recorded delivery to the address as defined in 3.3a (above) within that period for that notice to be effective.

3.6 Sales Documentation: Ensure that the customer is given clear, helpful and adequate pre-contractual information, and that they are aware of the terms and conditions of contract before the order is placed. The contract itself should be clear and fair.

3.6a Show the Value Added Tax (VAT) inclusive price (for domestic sales) within the estimate and contract.

3.6b Limit deposits to domestic clients a reasonable amount, normally expected to be no more than 30% of the contract price, unless products are specially made to order.

#### **4. TECHNICAL TRAINING:**

A Member shall:

4.1 Ensure their sales and operational personnel undergo adequate training to cover their product and survey procedures, including familiarisation with this Code. Misleading titles such as "surveyor" shall not be used by representatives who do not have the appropriate qualifications and experience.

4.2 Have their own in-house training and ensure that regular training updates are undertaken, in order that employees are competent for their respective roles.

4.3 Hold a current list of approved sales personnel who have undergone training in survey procedures.

#### **5. INSTALLATION:**

A Member shall:

5.1 Complete the installation as soon as reasonably possible after the receipt of the contract. This period should not normally exceed eight weeks, unless otherwise agreed with the customer.

5.2 Work in an acceptable manner, be courteous, keep appointments (as far as reasonably possible); when installation dates need to be cancelled give as much notice as possible and rearrange these at a time convenient to both parties.

5.3 Ensure that their technicians take every reasonable precaution to protect the property on which they are working, and to leave the job clean and tidy.

#### **6. HEALTH & SAFETY:**

A member shall:

Ensure safe working practices for both employees and others at all times in accordance with the Health & Safety at Work Act 1974 and the guidelines of the Health & Safety Executive e.g. safe use of ladders; proper storage of materials and equipment; etc.

## **7. CUSTOMER CARE:**

The Association helps to set and maintain high technical standards, as defined in this Code of Professional Practice.

A Member shall:

7.1 Have a general duty to respect the public interest; to deal fairly and honestly with their customers, past and present, and to ensure that their sales personnel treat the customer with courtesy and respect at all times, and conduct themselves in a manner which reflects the integrity of the Association and the reputation of the spray/injected polyurethane foam industry.

7.2 Exercise responsible commercial behaviour, the principles of which are laid down in this Code. Through the Code, the Association may act as a regulatory body towards its members.

7.3 Insurance Cover: Hold Public and Product Insurance cover, carrying an indemnity limit of at least £1 million for any one incident, or series of incidents and if necessary to ensure customer protection such insurance policies shall be extended to cover the work of any sub-contractors.

7.4 Conciliation: Assist the Association if it offers to investigate and attempt to conciliate in the event of a dispute between a member firm and its customer being unresolved.

7.5 Advisory Service/Register of Members: The Association operates an advisory service for customers and keeps a Register of Members, all of whom agree to operate to the standards and conditions set out in this Code, this Register is available to customers and prospective customers and is published on the BUFGA website.

## **8. GUARANTEES:**

BUFGA have approved and recommend a 25 year Insurance Backed Guarantee Scheme administered by the Jelf Insurance Brokers, of Chipping Sodbury who are authorised and regulated by the Financial Services Authority (FSA). Members are recommended to provide a 10 year (minimum) Insurance Backed Guarantee in accordance with the law under the Financial Services Act January 2005.

## **9. COMPLAINTS PROCEDURE:**

Complaints about breaches of the Code, which may come from any individual or organisation, are investigated in the first instance, by the Association's Complaints Committee and will be referred to the system supplier where a technical inspection is recommended. Whilst the principles set out within the Code are intended to provide significant benefits for consumers over and above those provided by common law, it is in no way a substitute for the law of the land and does not affect a customer's statutory rights.

The Association may offer to act as Arbitrator between parties in an endeavour to settle a complaint.

9.1 In the first instance the customer should contact their installer member to try to resolve any complaint. Members have a responsibility to investigate complaints. Complaints received from customers should be investigated promptly by the installer to assess their validity and if substantiated, they should be settled quickly, efficiently and courteously, including any necessary remedial work, without charge to the customer. This would not, of course, require the installer to put right any building defect itself that was not detailed in the contract. If it is felt that the customer does not have a justifiable complaint, the position should then be explained politely.

9.1a The installer is required to have a written complaints procedure in place.

9.1b If the customer is not then satisfied the following complaints procedure comes into force.

9.2 The customer should write to the Association in the first instance. BUFGA will endeavour to mediate with the installer on the customer's behalf, or, at its discretion, will forward the complaint to the system supplier for a full technical investigation.

- The installer should respond to the customer and evaluate the situation within seven days;
- A resolution should be agreed, and acted upon where possible, within 28 days. (This is subject to prevailing weather conditions.)

Association Undertaking:

9.3 The Association undertakes to arrange for an investigation of problems, attributable to the workmanship of a former member, in the unlikely event that such a problem arose after the firm had ceased to trade or gone into liquidation and such work was carried out prior to the appointment of a liquidator or receiver.

9.4 The Association will correspond with the customer in an efficient manner; acknowledging receipt of the complaint; keeping the customer informed as to relevant progress; and giving timescales where relevant until resolution of the problem.

9.5 The Association will bring complaints to the attention of the member involved, where he had not already been advised.

9.6 The Association will endeavour to restore communication between the customer and the member concerned, via director or equivalent executive, where this has not been established, or has broken down.

9.7 The Association will investigate complaints where a member appears to be failing to comply with the Standards laid down in the Code of Practice.

9.8 If the complaint is still not resolved to the satisfaction of the customer, the Association may provide the customer with advice on how to proceed.

9.9 The Association will provide on request written or oral evidence on acceptable commercial practices and standards to arbitration authorities and the Courts when the activities of any member of the Association are being questioned.

## **10. FINANCIAL CONDUCT**

10.1 Members have a duty to ensure that any financial or legal obligations are honoured, where reasonably possible. This includes making sure the company has enough funds and resources to carry out orders, including installations and/or supplies; and pay suppliers or other creditors.

## **11. CODE ENFORCEMENT & DISCIPLINARY POWERS:**

It is a condition of membership of the Association that the Code of Professional Practice is accepted in its entirety. The penalties which may be imposed in the event of a proven infringement of the Code are reprimand and/or fine, at the sole discretion of the Association Council, or the termination of membership as an ultimate sanction.

11.1 Where a member acts or behaves in such a manner that the Council deems the member to have:

a) violated any standards of professional conduct established or prescribed under the provisions of the Memorandum & Articles of Association and the Code of Professional Practice; or

b) failed to observe the provisions of the Memorandum and Articles, Code of Professional Practice or any regulations made by the Council under the provisions of these Articles;

The Council shall be empowered to:-

- reprimand a company in the first instance - this being in the form of a written letter outlining the Association's views to the Member concerned;

- severely reprimand a member - with a stronger warning letter being sent to the Member concerned, outlining that further action will be taken, which may lead to possible suspension, or expulsion from the Association if their actions are not changed;

- suspend a member from membership for a period not exceeding two years; or

- in the case of gross misconduct, terminate the membership with immediate expulsion (see procedure for expulsion in 10.2 below)

11.2 Gross Misconduct - Procedure for Expulsion:

If the Council shall decide that any member has violated the Memorandum and Article of Association or the Code of Professional Practice, or been guilty of conduct unbecoming a Member of the Association, he may be expelled by a vote of not less than six members of the Council at any regular or special meeting of the Council. The member charged shall be given at least 14 days' notice and invited to be present and to be represented at the time the proposal for expulsion is discussed.

11.3 Where a member wishes to resign his membership when a complaint has been brought against him, the member's resignation shall not become effective until such time as the complaint has been disposed of.

11.4 Any decision by the Council to suspend or terminate the membership of a member shall automatically disqualify for five years the member concerned from holding any office or committee membership within the Association.

11.5 Any suspension or expulsion may be withdrawn by Council at any time after the expiry of two years from its commencement at the discretion of Council upon application by the member concerned.

11.6 The Council's decision is final, binding on all parties and shall be communicated to them as soon as reasonably possible.

11.7 Reprimands, severe reprimands, suspension or termination of membership may be revoked or modified by Council at any time, subject to this being passed at a Council meeting with notice of the resolution, at which the quorum shall be two-thirds of the membership of Council and for which not less than three-quarters of those present shall agree.

\*

\*

\*