
The Furniture Ombudsman Rules of Full Membership

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Welcome to Full Membership of The Furniture Ombudsman...

Full Membership provides an ethical Code of Practice which sets out to promote high standards and encourage good relations between you, your consumers and The Furniture Ombudsman. This helps to inspire consumer confidence and raises the profile of the industry for the benefit of all those associated with it.

As part of your pledge to abide by the Code of Practice you now agree to support the overall aims and objectives of The Furniture Ombudsman in raising the standard of the industry.

Your Full Membership can be used as a practical tool to make public your commitment to quality and customer service. Moving closer to The Furniture Ombudsman is a unique way for your business to inspire consumer confidence.

The Furniture Ombudsman is recognised by consumers as a mark of excellence. It is seen as an assurance of quality and service in relation to products, the way they are sold, and the way customer aftercare and service requests are handled.

Integrity and Independence

Officially recognised by The European Commission as an Alternative Dispute Resolution scheme in the UK, The Furniture Ombudsman is referenced on the Consumer Direct website which is delivered in partnership with Trading Standards.

The Furniture Ombudsman is an associate member of The British and Irish Ombudsman Association, corporate affiliate members of The Trading Standards Institute and it maintains links with The Chartered Institute of Arbitrators (CI Arb) through its adjudicators who are professionally qualified by them.

Organisation

The Head of The Furniture Ombudsman

The Head of The Furniture Ombudsman is responsible for overseeing the organisation, including its integrity and impartiality. The Head also oversees the day to day management and operation of The Furniture Ombudsman Alternative Dispute Resolution Service and is responsible for representing the organisation during meetings with The Furniture Ombudsman Standard Board and other bodies that work in partnership with the organisation.

The Dispute Resolution Team

The Dispute Resolution Team comprises of individuals who administer conciliation and adjudication casework and provide general advice to Full Members. They use their best endeavours to resolve disputes independently between Full Members and their customers as practically as possible.

The Administration Team

The administration team deals with administrative matters relating to The Furniture Ombudsman conciliation and inspection service.

The Membership & Marketing Team

The Membership and Marketing Team work in conjunction with the Head to market The Furniture Ombudsman. They are also responsible for administering the membership scheme, training courses and other events.

The Furniture Ombudsman Standards Board

The Furniture Ombudsman Standards Board seeks to ensure the organisation's integrity and impartiality. The Standards Board meets every three months to review a cross section of the Ombudsman's adjudication reports to ensure that its decisions are both fair and reasonable. It may also offer recommendations to The Head of The Furniture Ombudsman with regards to the administration of individual cases. The Standards Board is chaired by a senior official of Trading Standards who sits alongside other individuals representing the interests of the industry and the consumer.

The Furniture Ombudsman can be contacted at:

The Furniture Ombudsman
Maxwell Road
Stevenage
Hertfordshire
SG1 2EW

Telephone: 0845 653 2064
Fax: 0845 653 2065

Email: info@thefurnitureombudsman.org
Web: www.thefurnitureombudsman.org

The Furniture Ombudsman Rules of Full Membership

- 1) All bona fide organisations in the furniture and home improvement industries are eligible to apply for Full Membership of The Furniture Ombudsman.
- 2) Full Members shall promote the aims and objectives of The Furniture Ombudsman in raising the standard and profile of the furniture and home improvement industries. Full Members shall abide by The Furniture Ombudsman's Rules of Full Membership which incorporate the Code of Practice and Rules Governing the Operation of The Furniture Ombudsman Alternative Dispute Resolution Service.
- 3) Full Members shall refrain from any commercial practice which could be adverse to the consumer and fair trade in general and which could bring The Furniture Ombudsman into disrepute as a result of their membership.
- 4) Any Full Member, their staff or agents who are found to be in breach of the Rules of Full Membership or show purposeful disregard for them or are guilty of dishonourable or unprofessional conduct or conduct which is, or could be prejudicial to the welfare of The Furniture Ombudsman or its stakeholders may be suspended or excluded summarily from their Full Membership and notice of such disclosed by The Furniture Ombudsman.
- 5) The Furniture Ombudsman may also summarily terminate organisations from Full Membership in the following circumstances:
 - a) Where a Full Member refuses or is obstructive in accepting the findings of The Furniture Ombudsman Alternative Dispute Resolution Service and/or fails to pay the costs that have been laid down.
 - b) Where a Full Member is more than two calendar months in arrears of paying his annual renewal or case fees.
 - c) Where a Full Members is found to have deliberately misled The Furniture Ombudsman in calculating the contribution due upon application or renewal.
 - d) Where during the course of dispute resolution, a Full Member is found to have falsified or withheld evidence or has purposefully misled The Furniture Ombudsman.
- 6) Full Members shall inform The Furniture Ombudsman of any impending civil or criminal proceedings or actions involving themselves, their staff or agents which may bring their character or professional standing into question.
- 7) Full Members shall not in dealing with The Furniture Ombudsman's affairs represent or purport to represent the views of The Furniture Ombudsman.
- 8) Any Full Member who has been suspended or excluded by The Furniture Ombudsman shall have 14 days from the date of suspension or exclusion to present an appeal in writing to The Furniture Ombudsman for consideration. During any period of suspension the Full Member must not hold himself out as a current Full Member of The Furniture Ombudsman. Appeals shall be duly considered by The Furniture Ombudsman and a decision made within 3 calendar months.
- 9) Full Members who have an order of bankruptcy made against them or enter administration, liquidation or otherwise cease to trade shall advise The Furniture Ombudsman immediately. Notice of such may be grounds for The Furniture Ombudsman to resign that organisation from their Full Membership. Where The Furniture Ombudsman discovers that a Full

Member has ceased trading for any reason given in this clause other than by notice, The Furniture Ombudsman may resign the Full Member immediately.

- 10) Full Members authorise The Furniture Ombudsman to carry out checks with third parties for the purpose of indentifying any adverse information about them if so required.
- 11) Full Members shall answer any written requests for information from the Head of The Furniture Ombudsman and the Chairman of The Furniture Ombudsman Standards Board as may be required from time to time enabling them to carry out his duties in administration of these rules or any other matters on behalf of The Furniture Ombudsman.
- 12) A full term of Full Membership to The Furniture Ombudsman shall last for 12 months from 01 January until 31 December inclusive. All Full Membership renewals shall fall due on 01 January in each calendar year. Applications for membership made during a calendar year shall be charged pro-rata from the beginning of the month of application until 31 December.
- 13) The cost of Full Membership for 12 months is calculated as follows (plus VAT):
 - a) Annual Registration fee of £100.00; and
 - b) Subscription fee of 07.2p per £1000.00 of total sales of domestic furniture, floor covering and home improvements for the last financial year.
- 14) Full Members who wish to provide proper notice of their resignation must do so in writing no later than 30 November in any calendar year; this being 1 month before renewal is due. Notice given inside of the remaining month of a term will not constitute proper notice and that member shall be liable for payment for the following full term in full together with any other relevant costs as set out. New applications for Full Membership received after 31 November in any given year shall be accepted on the basis of a minimum 13 month term of membership ending on 31 December of the following year.
- 15) Full Members will pay their renewal within 30 days of being invoiced on a self-assessment calculation which should be validated if requested by The Furniture Ombudsman.
- 16) The Furniture Ombudsman shall retain the absolute right to rescind or refuse to renew Full Membership.
- 17) Full Members shall be entitled to display, during the term of their membership, a current Furniture Ombudsman sticker and membership certificate in all of their outlets. Full Members who have resigned or are otherwise no longer Full Members shall discontinue the use of any material which is related to The Furniture Ombudsman, its logo or any other reference to their membership.
- 18) Full Members who have resigned or are otherwise no longer Full Members of The Furniture Ombudsman shall continue to be bound by and pay the appropriate share of any costs in relation to any referral to The Furniture Ombudsman Alternative Dispute Resolution Service which relates to a transaction that took place during their term of membership.
- 19) Full Members who have resigned or are otherwise no longer Full Members of The Furniture Ombudsman will not be entitled to any refund of contribution and shall pay all outstanding amounts due to The Furniture Ombudsman prior to termination plus any additional costs incurred due to the Full Member's non-compliance with The Furniture Ombudsman Rules of Full Membership.

- 20) Full Members shall appoint an individual who will keep The Furniture Ombudsman updated fully with regards to the contact details of the member including all business names, addresses, telephone and fax numbers and email addresses if they change during the term.
- 21) Full Members shall appoint a contact, who may be the same person specified in clause 20, together with at least one deputy who will be responsible for all matters relating to The Furniture Ombudsman Alternative Dispute Resolution Service. The specified person and deputy should be equipped with such authority so as to bind the Full Member during negotiations over settlements with consumers and other matters arising out of the administration of cases.
- 22) Full Members will adopt written procedures for dealing with complaints and for the purpose of monitoring them. These procedures will include the name of the person within the organisation who is the nominated management contact with The Furniture Ombudsman.
- 23) In the event of an unresolved complaint, Full Members will make available to their customers The Furniture Ombudsman Alternative Dispute Resolution Service and accept as binding the decisions thereof and meet the costs as laid down. The decision of The Furniture Ombudsman in respect of all Adjudication reports which are found against a member are final and no automatic route to appeal shall be afforded to either party. A consumer shall not lose their statutory rights or be bound by The Furniture Ombudsman Alternative Dispute Resolution Service.
- 24) The Furniture Ombudsman shall retain the right to amend the Rules of Full Membership at any time without notice.

The Furniture Ombudsman Full Member Code of Practice

This Furniture Ombudsman Code of Practice forms part of The Rules of Full Membership and provides a set of ethics which set out to promote high standards and encourage good relations between Full Members, consumers and The Furniture Ombudsman. This helps to inspire consumer confidence and raises the profile of the furniture and home improvement industries for the benefit of all those associated with them.

As part of your Full Membership pledge, you shall abide by the ethics of the Code of Practice, thereby supporting the overall aims and objectives of The Furniture Ombudsman.

Full Members will:

1. Provide consumers with dependable products which are fit for the purpose for which they are bought;
2. Provide clear and accurate product information prior to a sale which will assist consumers in making well informed decisions;
3. Provide consumers with information regarding the likely performance of a product and any maintenance regimes which may be required after purchase;
4. Provide consumers with clear and accurate information regarding product prices and delivery costs;

5. Deliver products as agreed, on time and in good condition and advise the consumer of any issues which may compromise delivery as soon as is practicable;
6. Promote a high level of customer service and professionalism amongst staff and encourage them to meet all service requests with courtesy and efficiency;
7. Listen to customer feedback and where appropriate use it as a tool to improve service;
8. Avoid any commercial practice that could be adverse to the consumer and the principles of fair trade in general;
9. Listen to all complaints seriously and sympathetically and adopt an effective procedure when trying to resolve them. In the event of an unresolved dispute to accept the ruling of The Furniture Ombudsman;
10. Promote the aims of The Furniture Ombudsman in raising the standard and profile of the furniture and home improvement industry for the benefit of consumers.

Code of Practice Guidelines

The following guidelines are designed to help Full Members to fulfil their obligations under The Furniture Ombudsman Full Member Code of Practice.

Quality

Full Members who are retailers will only sell products of a dependable quality and performance, taking into account the price and description of the goods.

All furniture and floor-covering products offered for sale by Full Members will comply with those standards which are relevant to furniture and floor-coverings. Retailers will monitor their suppliers to ensure they comply with these standards. All mandatory regulations in terms of product, specification and performance will be complied with.

Product Information

Full Members will ensure that their advertising and display material is clear and accurate, giving an honest description of the product or service on sale.

Full Members will ensure that information is available at point of sale about the basic construction, recommended usage of the product based upon objective testing, and (where applicable) advice as to the recommended methods for cleaning and maintenance. Where home assembly is required, all relevant information and instructions will be supplied in full with the product.

Full Members shall endeavour to ensure that information given by their staff, whether verbal or in writing is clear and accurate.

All transactions should be conducted in accordance with statutory and common-law requirements. Full Members should, in recognition of the requirement that goods should be of satisfactory quality, fit for purpose and as described should ensure that the best possible advice is given to consumers before a sale is concluded.

When a consumer insists on making a purchase contrary to best advice, the retailer should ensure that the consumer understands that his rights of redress may be limited. If such a caution is given it should be noted on the order.

Pricing

All pricing information given should be expressed clearly, legibly and in an unambiguous manner. Prices charged will be those quoted at the time the sale is made and should vary only in accordance with VAT changes. Misleading price claims should not be made and all relevant legislation complied with. All prices quoted to consumers will show the VAT inclusive price.

Guarantees

A consumer may be offered a guarantee by the Full Member on a voluntary basis.

Guarantees do not have to be offered but if they are, those given free of charge with a product:-

- Will be legally binding on the organisation offering the guarantee;
- Should be written in plain English;
- Should be available for viewing by consumers before purchase;
- Should state that they do not affect the consumer's legal rights.

It is up to the company offering free guarantees to decide on their duration. Despite any guarantee, a consumer retains their statutory rights. The expiry of a 1 year guarantee does not mean that there is no remedy for a defective product.

Delivery

Full Members should ensure that their staff provide realistic and accurate delivery dates based on current information from the manufacturer/supplier. The estimated delivery date should refer to the delivery to the consumer rather than to the retail outlet or warehouse. The estimated delivery date should be in writing on the consumer's invoice or together with details of the purchase order.

The Full Member will monitor the progress of the order and in the event of any variation to the estimated delivery date the consumer should be advised as soon as practicable.

When an order has been accepted with the understanding that it is dependent on a specific delivery date and a payment taken, any delay which is unacceptable to the consumer shall be cause for refund of deposit. If, following the expiry of the originally estimated delivery date or any subsequently agreed delivery date, the retailer is still unable to complete the delivery, the consumer shall be entitled to a refund of his deposit and may be entitled to other remedies.

Retailers will ensure that where products require specialist fitting or installation, only suitably competent personnel should be engaged.

Customer After Care

All service requests should be handled courteously and efficiency. Full Members of The Furniture Ombudsman will repair, replace or refund for faulty or damaged goods consistent with or beyond, their legal responsibilities.

Where goods have been accepted by the consumer and have been in use for some time, the retailer may find it appropriate to apportion the cost of the repair. It is not possible to set out rigid guidelines for the apportionment of costs. These costs must be agreed between the consumer and the retailer before repairs are undertaken.

Replacement items for current production models, such as castors, knobs, hinges etc. should be delivered to as soon as possible.

Complaint Procedures

All complaints should be handled efficiently. Written instructions should detail the methods of handling consumer complaints and be available to, and known by all relevant staff. Full Members shall keep a record of any complaints received together with a note of the action taken and should be prepared to provide this information to The Furniture Ombudsman.

Where a preliminary inspection in the home is appropriate the consumer should be contacted as soon as possible to make arrangements for the inspection to be made. If the retailer, having inspected the goods, then feels an inspection by the manufacturer's representative or a specialist is appropriate the consumer should be contacted as soon as possible for inspection arrangements to be made.

Where repairs are agreed to be necessary these should be carried out on site wherever possible. Where goods have to be removed from the home, they will be removed for the shortest time possible and a written estimated delivery date should be given to the consumer and best efforts will be made to comply with this.

The retailer will monitor the progress of the complaint and inform the consumer of the status of any inspections and any variation to the expected dates.

The Furniture Ombudsman Alternative Dispute Resolution Service

Where the consumer has made all reasonable efforts to exhaust the Full Member's internal complaints procedure or three months have elapsed since the initial complaint, the consumer may contact:

The Furniture Ombudsman
Maxwell Road
Stevenage
Hertfordshire
SG1 2EW

The Furniture Ombudsman will endeavour to settle the dispute amicably in consultation with all parties concerned. When this does not prove possible the matter will be referred for adjudication.

There will be a charge to both parties for adjudication. The consumer's payment will be refundable to him if his case is successful in full or in part. Full Members are bound absolutely by The Furniture Ombudsman Alternative Dispute Resolution Service and its findings without prejudice to the consumer's legal rights.

Training

It is the responsibility of Full Members to ensure that all staff are well versed in their obligations under The Furniture Ombudsman Rules of Full Membership, the Code of Practice and applicable law.

Full Members will ensure that their staff are as knowledgeable as possible about the goods and products within their outlets and that all relevant information is clearly stated to prospective purchasers at the point of sale.

Full Members should encourage their staff to attend both in-house and external training schemes. The Furniture Ombudsman runs consumer law and customer service courses which staff should be encouraged to attend.

Rules Governing the Operation of The Furniture Ombudsman Alternative Dispute Resolution Service

1 Member's Responsibilities

- 1.1 Full Members shall endorse the Code of Practice by endeavouring to ensure that all sales and service arrangements are satisfactorily carried out.
- 1.2 The consumer's contract is with the retailer who at all times remains responsible for the goods sold to the consumer, although he may seek assistance from his supplier in resolving the problem.
- 1.3 The retailer must ensure that all complaints are handled efficiently. The consumer retains the right to seek the assistance of The Furniture Ombudsman when all reasonable in house procedures have failed, or within 3 months – whichever is the sooner.
- 1.4 All relevant staff should be made aware of the member's procedures for dealing with consumer complaints.

2 Sources of Advice

- 2.1 Where possible the Furniture Ombudsman will offer its best practical advice to Full Members with regards to consumer disputes. This can be obtained by contacting The Furniture Ombudsman by letter, fax, email or by telephone.

3 Procedures and Charges

- 3.1 The Furniture Ombudsman's Alternative Dispute Resolution Service incorporates a process of Conciliation and Adjudication. All cases initially enter a period of conciliation during which The Furniture Ombudsman uses all best endeavours to resolve a dispute between the Member and the Consumer. Where conciliation is not possible, the case is moved to Adjudication whereby a formal decision is made and if appropriate a remedy granted. Remedies may come in different forms, for example compensation, refunds, replacements or remedial works.
- 3.2 When an initial enquiry is received from the consumer an Application Form is sent to the consumer which begins the process of Conciliation. No charge is made to the consumer at this stage.

- 3.3 When the consumer's Application Form is returned to The Furniture Ombudsman a decision is made whether the application has merit. If The Furniture Ombudsman decides that the application is suitable for conciliation, a Response Form is sent to the Full Member together with a covering letter which advises of the charge. The flat rate for Conciliation at the time of print is £48.00 for home installations (such as kitchens, bathrooms and bedrooms) and £40.00 for general domestic furniture and floor coverings.
- 3.4 The Full Member has 14 days to respond. When responses from both parties have been received the case is assessed by The Furniture Ombudsman and where possible a resolution to the complaint is proposed, or further information is requested to work towards this. Where a Full Member fails to respond, either within 14 days or not at all, the Furniture Ombudsman will assume that the member does not wish to challenge or contest the claim and a decision/award may be made at that point.
- 3.5 When agreement cannot be reached through conciliation the consumer is (where appropriate) offered the opportunity to have the case adjudicated. The consumer pays a contribution fee of £50.00 (including VAT) towards costs in advance. The fee is refundable if the consumer's complaint is upheld. A retailer may offer to pay the consumer's fee and providing this offer is in writing the case will be allowed to proceed.
- 3.6 The Furniture Ombudsman arranges for the necessary evidence to be obtained to determine whether the consumer has a valid complaint or not. This may involve on site inspection by an independent consultant and/ or physical testing. The retailer will pay the cost of the inspection/report plus any reasonable expenses.
- 3.7 If a case is resolved after inspection and/ or testing has been carried out but before the need for adjudication the retailer is invoiced for the inspection/testing costs plus a £90.00 administration fee.
- 3.8 When a case proceeds to adjudication the retailer is invoiced for the inspection/testing costs plus a £140.00 adjudication fee. If the consumer's claim is not upheld, their £50.00 fee is contributed to costs and deducted from the retailer's invoice.
- 3.9 Where both the retailer and manufacturer are The Furniture Ombudsman members the charges outlined above may be shared between the two organisations.
- 3.10 Full Members who participate in The Furniture Ombudsman Payment Protection Scheme shall ensure that the balance held by The Furniture Ombudsman represents a minimum of 20% of the combined value of all contracts which are the subject of a dispute before The Furniture Ombudsman. The Furniture Ombudsman shall have full permission to use this fund to meet any award made in favour of the consumer in part or in full.
- 3.11 Invoices relating to case fees should be paid within 28 days unless otherwise agreed.
- 3.12 The outcome of the adjudication is fully binding on The Furniture Ombudsman Full Member. The consumer has the right to pursue the matter further through alternative channels if the outcome is considered to be unacceptable to them. There is no automatic right to appeal for the consumer or the Full Member. If the Full Member fails to honour their obligations, The Furniture Ombudsman shall provide details of that

non-compliance to any relevant person representing the interests of the consumer in formal litigation and may publish details of that non-compliance on its website.

- 3.13 Where in the opinion of The Head of The Furniture Ombudsman, there are exceptional grounds to re-examine a decision or award which is contained in adjudication he may refer the case to The Furniture Ombudsman Standards Board for their comment and recommendations. If accepted by The Head of The Furniture Ombudsman; those recommendations will become binding on the Full Member as an appendix to the adjudication.
- 3.14 The Furniture Ombudsman Standards Board shall comprise of a Chairman and other individuals who represent the interests of the consumer and the industry. Those individuals will be appointed from time to time as required by The Furniture Ombudsman.
- 3.15 In order to maintain the integrity of The Furniture Ombudsman Alternative Dispute Resolution Service, the Standards Board shall review a cross section of adjudications monthly to ensure that decisions are both fair and reasonable. The Furniture Ombudsman Standards Board shall make recommendations to The Head of The Furniture Ombudsman on the administration of cases, the Rules of Full Membership and any other policy or procedure and shall meet quarterly for that purpose.

April 2010
The Furniture Ombudsman