

# Rules of Registering with The Furniture Ombudsman

## 1 Registration

- 1.1 All bone-fide companies, partnerships, and sole traders in the furniture, floorcoverings, and allied trades are entitled to apply for Registered Membership provided that they agree to abide by the Code of Practice and Rules of Registration and are able to do so – as manufacturers, importers, factors and retailers for Full Registered Membership and suppliers to the industry for Associate Registered Membership.
- 1.2 Registered Members will pay their subscriptions within 30 days of invoice on a self-assessment calculation, which they must be able to validate.

## 2 Rights And Responsibilities Of Registered Members

- 2.1 Registered Members will accept the Code of Practice and the Charter of The Furniture Ombudsman.
- 2.2 Registered Members will appoint a management contact and one or more deputies authorised to act in the main nominee's absence, who will be responsible for all matters relating to The Furniture Ombudsman and who is an authorised signatory to any changes in procedures and guidelines relevant to Registered Membership. The registered member will advise The Furniture Ombudsman of the contact's name and of any changes as they occur.
- 2.3 Registered Members will adopt written procedures for dealing with complaints and monitoring them. These procedures will include the name of the person within the company who is the nominated contact with The Furniture Ombudsman. These procedures will be reviewed annually and issued to all staff.
- 2.4 Registered Members will, in the event of an unresolved complaint, make available to their customers The Furniture Ombudsman Conciliation Service and accept as binding the decisions thereof and meet the costs as laid down.
- 2.5 Registered Members will be licensed to display and use The Furniture Ombudsman Registered Membership logos and symbols.
- 2.6 Registered Members will provide clear and accurate information about their products and ensure that their staff have adequate and accurate product knowledge.
- 2.7 Registered Members will train all their staff to ensure that they are well versed in their obligations under the Code of Practice and at Law.

### **3 Disciplinary Procedures**

- 3.1 The Furniture Ombudsman will have the authority to secure bank and trade references in relation to any registered member and to seek information regarding breaches or potential breaches of the law.
- 3.2 The Furniture Ombudsman will decline Registered Membership where it has good or substantial reason to believe that the standards of The Furniture Ombudsman and its Registered Members will be prejudiced by granting it.
- 3.3 Registered Members agree to provide information relevant to their obligations under these rules that The Furniture Ombudsman may reasonably request.
- 3.4 Registered Members agree to any person designated by The Furniture Ombudsman entering any of their premises during normal working hours, without prior notice, to ascertain whether the Code of Practice and the Rules and Guidelines of The Furniture Ombudsman are being adhered to.
- 3.5 The Furniture Ombudsman may summarily terminate Registered Membership in the following circumstances:
  - 3.5.1 Where a registered member refuses to accept the findings of The Furniture Ombudsman Conciliation Service and/or to pay the share of the costs that have been laid down.
  - 3.5.2 Where a registered member is more than two months in arrears of paying his annual subscription.
  - 3.5.3 Where a registered member has deliberately under-assessed the contribution due to The Furniture Ombudsman.
  - 3.5.4 Where the company or firm is the subject of a bankruptcy or winding-up petition.
- 3.6 The Furniture Ombudsman may terminate or suspend Registered Membership where it has good and substantial reasons to believe that the standards of The Furniture Ombudsman and its Registered Members will be prejudiced by allowing it to continue provided that:
  - 3.6.1 The Furniture Ombudsman has given notice in writing to the registered member concerned as to the nature of the complaint against it;
  - 3.6.2 The Furniture Ombudsman has given the registered member an opportunity to answer the complaint and to take steps to prevent its recurrence.
- 3.7 The Furniture Ombudsman will give the registered member an opportunity to appeal against a decision to terminate Registered Membership within fourteen days of receiving notice of that decision.
- 3.8 The decision of The Furniture Ombudsman Council shall be final.

- 3.9 In the event of termination of Registered Membership the use of The Furniture Ombudsman logo and symbols shall be discontinued immediately. All advertising, in-house displays, brochures, stationery, or other materials shall be amended, or their use discontinued, forthwith.
- 3.10 The Furniture Ombudsman may reinstate a registered member who can satisfy the Council that the standards of The Furniture Ombudsman and its Registered Members will be upheld on payment of the appropriate subscription fees including arrears if any.

#### **4 Termination Of Registered Membership By A Registered Member**

- 4.1 Registered Members may resign their Registered Membership by giving three months notice in writing before the expiration of the subscription year. In default of giving such notice the registered member will be liable to pay the whole of the subscription for the following year.
- 4.2 At the expiry of the notice period the registered member shall discontinue use of The Furniture Ombudsman logos and symbols.
- 4.3 The former registered member will accept the findings of The Furniture Ombudsman Conciliation Service and pay the appropriate share of any costs in relation to any referral to The Furniture Ombudsman Conciliation Service, which relates to a transaction that took place during their period of Registered Membership.
- 4.4 The former registered member 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 company's non-compliance with The Furniture Ombudsman Rules of Registration.

#### **5 Alteration Of Rules**

- 5.1 These rules may be altered by The Furniture Ombudsman Council. Any alterations will be notified to the Registered Members and there will be not less than six months for registered member companies to comply with any such amendments.