

British Association of Removers

CODE OF PRACTICE



This Code has been drawn up by the British Association of Removers and is approved by the Office of Fair Trading under its Consumer Codes Approval Scheme.

FOREWORD

For over 100 years the BAR has been the recognised voice of the professional moving and storage industry in the United Kingdom. Currently, it has over 650 members in the UK and 250 abroad. Its members carry out over 400,000 moves within the UK each year.

BAR members range in size from small family businesses to multinational companies, but involvement in the industry alone does not qualify a company for membership. BAR inspects and investigates all potential members and matches them against criteria for membership that cover premises, vehicles, staff, operational procedures and insurance arrangements. BAR also has a programme of ongoing inspection during membership to ensure standards are maintained.

Through this programme and through this Code of Practice, BAR constantly seeks to raise standards in the industry so customers may receive the most efficient and trouble free move possible.

This Code applies to furniture removal activities for private individuals within the UK

BAR and its members recognise that moving home is a stressful experience and the purpose of this Code is, therefore, to ensure that members trade fairly, clearly explain the service being offered and then provide that service. In the event that this does not happen, the Code sets out in-company procedures that should enable complaints to be resolved. If this fails, then BAR as Code Sponsor provides a conciliation service aimed at resolving problems quickly and fairly. On the rare occasion that this fails, a low cost arbitration scheme operated by the Chartered Institute of Arbitrators is available.

There is a range of disciplinary processes and sanctions built into the Code including expulsion for persistent or serious failure to comply with the Code.

Only bona fide members of BAR may use the BAR logo on vehicles, signage, website, letterheads and promotional or packaging material.

Compliance with this Code is mandatory on BAR members and they are also expected to advertise their adherence to this Code.

You may always contact BAR Head Office on 01923 699480 to check that the company is a member or you can visit the BAR website at www.bar.co.uk

No code of this kind can lay down detailed rules of behaviour to cover every occasion. The Code's effectiveness is dependent on the observance of its provisions in the spirit as well as the letter. The voluntary acceptance of this Code by Members of The British Association of Removers is intended to be a powerful factor in maintaining and raising standards in the professional removal industry.

BAR CODE OF PRACTICE

Compliance with this Code is mandatory upon all BAR members engaged in furniture removal activities for private individuals moving within the UK.

Nothing contained in this Code affects the contractual or statutory rights of the Member or the Customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau. For further help and advice contact Consumer Direct helpline 08454 04 05 06.

1. STANDARD OF SERVICE

Members shall:

- 1.1 be clear and open in their dealings with Customers, and disclose upon request the identity and full details of the company, owner or proprietor and its relationship with any other company, subsidiary or group.
- 1.2 maintain a high standard of service to customers,
 - trade fairly and responsibly
 - comply with all relevant statutory and regulatory requirements. (e.g. the British Code of Advertising, Sales Promotion and Direct Marketing; Distance Selling Regulations; Unfair Terms in Consumer Contract Regulations; Health & Safety regulations; transport legislation governing the operation of goods vehicles)
- 1.3 behave at all times with honesty and integrity in all their dealings with their customers and the general public. (e.g. by providing customers with clear information, avoiding making additional charges for “hidden extras”, and acting fairly and responsibly when dealing with reasonable customer concerns)
- 1.4 not conduct their business in any manner as might tend to bring the Association or its members into disrepute.
- 1.5 provide reliable fixed price written quotations free of charge unless specifically agreed with the customer which shall include a clear description of the work to be undertaken through the use of a Service Specification or equivalent to enable customers to exercise an informed judgement in making their choice of removal services. If the items to be moved have been given by way of a list, then the member must make it clear that the quotation applies only to the removal or storage of those items listed.
- 1.6 provide relevant advice and information to the customer free of charge prior to, during, and after the removal takes place.
- 1.7 not knowingly misrepresent facts to a customer concerning any aspect of a removal transaction.
- 1.8 deal with all complaints courteously and take prompt and effective action to resolve disputes.

- 1.9 ensure that all staff are sensitive to the needs of, and offer additional help to vulnerable customers, e.g. those for whom English is not their first language, those with reading difficulties, or those with access problems such as the physically disabled.
- 1.10 ensure that all employees are fully aware of the terms of the Code and that they play their part in ensuring the Member conforms to the terms of the Code.
- 1.11 commit themselves to observe the Code of Practice which protects the interests of all customers ensuring that the services provided are of the highest possible standard.
- 1.12 ensure that Customers are aware of the mandatory requirement that the member complies with this Code of Practice
- 1.13 ensure that all customers are made aware of the Code of Practice and the benefits of dealing with members which subscribe to it. This should be by distribution of an approved BAR Code leaflet.
- 1.14 shall monitor customer satisfaction carried out after completion of the removal operation. This could be by means of a consumer satisfaction questionnaire to be completed by the customer.

2. ADVERTISING

- 2.1 All advertising and marketing material must identify the Member.
- 2.2 Where a trading name is used all advertising and marketing material should clearly show the link or relationship with the parent company (the Member) or controlling interest.
- 2.3 All advertisements and marketing material shall display the Member's BAR membership number.
- 2.4 All advertising and marketing material must be clear, legal, decent, honest and truthful
- 2.5 Advertising and marketing material must not be misleading, for example by containing false statements, concealing or leaving out important facts, promising to do something there is no intention of doing or creating a false impression even if everything stated is literally true.
- 2.6 All advertising and marketing material shall observe the requirements of all Acts of Parliament and Government Regulation e.g. The Control of Misleading Advertisements Regulations 1988.
- 2.7 All advertising and marketing material shall observe the codes, regulations and rulings of the recognised organisations and associations that regulate advertising.

3. THE CONTRACT

- 3.1 Members shall provide the customer with simple clear statements of the services to be delivered and use fair and plain contract conditions which clearly set out the rights and obligations of each party. *[BAR publish model Terms & Conditions for use by Members]*

- 3.2 Members shall provide clear information to Customers regarding the provisions for protecting and refunding pre-payments and deposits.
- 3.3 The Contract issued by the Member must: comply with the Unfair Terms in Contracts Regulations 1999 and must
 - 3.3.1 show the name and address of the Member
 - 3.3.2 describe the services to be provided and the total price, and identify clearly those services which are excluded.
 - 3.3.3 identify the circumstances under which any additional charges may arise.
 - 3.3.4 identify the locations, collection and delivery addresses from and between which the work is to be carried out.
 - 3.3.5 provide clear information on the removal plan, itinerary or schedule.
 - 3.3.6 describe the payment schedule and method of payment.
 - 3.3.7 draw the customer's attention to the terms and conditions, and in particular to those clauses relating to the Member's liability, the time limits for making claims and cancellation/postponement rights and charges.
 - 3.3.8 draw the customer's attention to any services which the customer might expect to be offered but which would not normally be provided by the remover (for example, these could include the disconnection of electrical or gas appliances, the taking down of curtains, clearing out of cellars lofts and attics, dismantling of fitted bedroom and kitchen furniture, disconnection of washing machines, dishwashers, children's climbing frames, dismantling of greenhouses, garden sheds)

4 INSURANCE & LIABILITY

In respect of removals and/or storage of household goods and personal effects carried out within the UK it is a requirement that all BAR members must EITHER offer insurance to their customers where authorised by and registered with the Financial Services Authority, OR offer a comparable liability commitment that provides the customer with similar protection.

- 4.1 If insurance cover is offered and arranged by the Member for the benefit of the customer the policy must meet the minimum standards set by the Association. *(these are available upon request).*
- 4.2 If insurance cover is not offered or arranged by the Member for the benefit of the customer the Member shall have in place liability insurance sufficient to meet his contractual liabilities. Any such policy must meet the minimum standards set by the Association. *(these are available upon request).*
- 4.3 The Member shall have in place public liability insurance to the level set by the Association.

5. OPERATIONAL STANDARDS

5.1 Vehicles and Equipment

Vehicles used should be presentable, roadworthy, with body work in good condition and suitable for removal work. Equipment must be suitable and adequate for the work undertaken.

5.2 Offices and Warehouses

5.2.1 Members shall operate from an established commercial place of business and comply in full with all local regulations.

5.2.2 Members shall have a dedicated office area with reasonable access for the customer and the facility should provide a professional, disciplined and well regulated appearance.

5.3 Staff

5.3.1 All staff employed by the member shall be presentable, punctual, polite and honest.

5.3.2 An induction programme shall be in place for all staff.

5.3.3 All staff shall be suitably qualified by means of an initial period of relevant training, or adequate professional experience,

5.3.4 A continuing training programme shall be in place.

5.3.5 The company shall maintain a written record of the training undergone by each employee, including safety related training.

5.3.6 Where temporary staff are used Members shall ensure that they are suitably qualified or supervised by suitably qualified full time employees.

5.3.7 Members shall ensure that staff are aware of their legal responsibilities and the need to conform to this Code.

5.4 Packing materials

Packing materials used shall be suitable, i.e. clean, of appropriate shape, size and strength to protect their contents for the duration of the removal. In addition, environmentally friendly, disposable materials should be used wherever possible, and in suitable quantities for the protection and safe transport of the goods to be moved.

5.5 Inventories and receipts

5.5.1 The Member shall submit to the Customer an accurate inventory by way of receipt of all consignments accepted for storage within 7 days.

5.5.2 All consignments stored must be adequately identified and stored in such a manner as to protect them from damage, deterioration, pilferage and confusion with other consignments

6. CANCELLATION OR SIGNIFICANT ALTERATION BY MEMBER

6.1 The Member shall not cancel services previously confirmed in writing by the Member unless it is necessary to do so as a result of reasons beyond the member's control, such as such as war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

- 6.2 If a Member does cancel services previously confirmed in writing the Customer shall be informed without delay and paid within 5 working days of the date of notification either:
- If the cancellation occurs more than 10 working days before the agreed date for the work, a refund of 100% of all monies paid
 - If the cancellation occurs within 10 working days or less before the agreed date for the work, a refund of 150% of all monies paid

OR

If monies have not been paid, payment of all reasonable costs incurred by the Customer as a direct result of the cancellation.

- 6.3 The Member shall agree and confirm in writing to the Customer a timetable and description of services to be provided, and if for any reason these are significantly altered by the Member the Member shall give the Customer as much notice as possible of the changes.
- 6.4 If a Member does make a significant alteration to the agreed timetable or services within 10 working days of the agreed date for the work, the Customer shall be informed without delay and given the choice of one of the following:
- a) accepting the alteration;
 - b) cancelling the agreed services and receiving a full refund of all monies paid within 5 days.
 - c) In the event that the work has already commenced, payment of all reasonable costs incurred by the Customer as a direct result of the alteration.
- 6.5 Where agreed services cannot be delivered as a result of failure of the business and where no alternative service has been provided by another Member BAR would make every effort to ensure that the removal goes ahead on time at no extra cost to the customer by procuring the services of another member local to the customer.
- 6.6 In the event that the above arrangements are not feasible and pre-payments cannot be refunded by the Member, the Member must immediately inform each affected Customer and BAR in order that the established BAR Pre-payment Protection Scheme mechanism for refunding pre-payments and deposits may be speedily activated.

7. COMPLAINTS, DISPUTES AND CLAIMS

- 7.1 The member will ensure that its staff are instructed in the handling of complaints and in their dealings with the customer.
- 7.2 Staff should always adopt a friendly positive approach and avoid a defensive or evasive attitude when handling a complaint.
- 7.3 Members must have in place speedy, responsive, accessible and user friendly procedures for dealing with customer complaints.
- 7.4 Members must make clear to customers the name and contact details of the member of staff to whom complaints should be referred.

- 7.5 Customers must be fully informed and provided with written details of the key elements of the complaints procedure.
- 7.6 Members shall fully co-operate with the Association, local consumer advisers, or any other intermediary consulted by the customer in the resolution of complaints.
- 7.7 Clear levels of authority must be established to ensure speedy and remedial action. A response to a complaint should be issued within 5 working days from the date of receipt with an endeavour to resolve within one calendar month from the date of receipt of the complaint.
- 7.8 All members should maintain a complete record of complaints from which an analysis of complaints about activities covered by the Code can be obtained. Members should take action based on this information to improve their level of service to customers. Members should review their complaints log monthly and make these available to an Association auditor upon request.
- 7.9 The Member shall take reasonable steps to ensure that claims are handled in a fair, speedy and efficient manner.
- 7.10 The Member shall provide the Customer with every assistance in the event of a claim against the Member for loss or damage and shall not by refusal or prevarication delay the processing of any claim.

8. CONCILIATION AND ARBITRATION

- 8.1 In the event of a dispute which cannot be resolved directly with the Member, the Customer may refer it to the free Conciliation Service provided by the Association and designed to ensure fair play and satisfaction for all parties concerned. The Member's participation and co-operation in the Conciliation process shall be mandatory. Referring a dispute to the Conciliation Service does not prevent the Customer from taking legal action in relation to the dispute.
- 8.2 Subject to prior agreement with the Customer, a Member may refer a dispute to the Conciliation Service.
- 8.3 If the dispute cannot be settled by the Conciliation Service either the Customer or the Member, by agreement with the Customer, may refer it to the independent Arbitration Scheme. This Arbitration Scheme is available to make a fair, low cost and fast decision, avoiding the need for costly litigation and court appearances. This service is provided by The Chartered Institute of Arbitrators under the terms of the Arbitration Act, 1996.
- 8.4 The Arbitration Scheme is an effective fast track, accessible, user friendly alternative to the county court (small claims track). An award made under the Arbitration Scheme will be binding and may be challenged under the Arbitration Act 1996 only on certain limited grounds.
- 8.5 Under the Arbitration Scheme, the case will be independently determined by an arbitrator appointed by the Chartered Institute of Arbitrators.
- 8.6 Recourse to arbitration is subject to certain limits (*see in Appendix for details: Arbitration Rules 1.2*) Further details are available upon request from BAR.
- 8.7 The Member must accede to participation in the scheme if the Customer so requests.

9. INFRINGEMENT AND ENFORCEMENT

- 9.1 If any infringement of this Code is alleged against a Member, the Secretariat shall write to the Member within 5 days requesting information and relevant documents.
- 9.2 The Member against whom the allegation has been made shall respond to the Secretariat, within 14 days.
- 9.3 If, after the preliminary investigation, which shall be completed within 21 days of receipt of the Member's response, the facts alleged against the Member appear to the Secretariat to constitute infringement of this Code, the matter shall be dealt with in accordance with Clause 9.4 below or submitted to the Code of Practice Disciplinary Committee in accordance with Clause 9.5 below.
- 9.4 Where the Secretariat has established that the Member has infringed this Code it shall within 28 days issue either a formal warning or a fixed penalty notice in respect of the offence as set out in 9.4.1 below.
- 9.4.1 The following breaches of this Code by a Member constitute a fixed penalty offence and attract a fine of £300 which may be varied by the Board of Management from time to time:
- failure by a Member to have insurance which meets the minimum standards set by the Association (4.1)
 - failure to comply with the provisions regarding cancellation contained in Section 6.
 - failure to respond to the customer following a complaint within the time permitted by the code (7.7)
 - failure to provide information or documents as required by the Secretariat within the time stipulated by the code (9.2)
- 9.4.2 Breaches of the remaining Clauses of this Code are not fixed penalty offences and therefore shall be referred to the Disciplinary Committee in accordance with Clause 9.5 below
- 9.4.3 The Secretariat has at all times the discretion to refer directly to the Disciplinary Committee in accordance with the procedures laid down at Clause 9.5 below all alleged breaches of this Code including breaches of this Code which would normally constitute fixed penalty offences or flagrant breaches of the Code such as:
- Repeated failures to provide written pre-estimates and/or contract terms and conditions.
 - Repeated failures to move customers on time without giving warning of delays
 - Failure to recompense customers for delayed or failed removals
 - Ignoring the findings of the arbitration scheme
 - Failing to modify business behaviour as a consequence of a warning letter from the Disciplinary Committee
- 9.4.4 Where a fixed penalty notice is issued the Member must within 28 days of the service of the notice on him:
- (a) pay the fine or

- (b) appeal against the decision of the Secretariat by written request that the matter be referred to the Disciplinary Committee.
- 9.4.5 Where the Member fails to respond to the fixed penalty notice and/or fails to pay the fine within the specified period as in 9.4.4 (a) above, the Secretariat shall refer the matter to the Disciplinary Committee in accordance with the procedures laid down in Clause 9.5 of this Code.
- 9.4.6 Where the Member appeals against the decision of the Secretariat under 9.4.4(b) above the Secretariat shall refer the matter to the Disciplinary Committee.
- 9.5 Where the Secretariat, after due investigation, has reason to believe that the facts alleged against the Member constitute infringement of this Code, the facts will be submitted to the Disciplinary Committee who shall give the Member at least 14 days notice in writing of the time and place of hearing of the complaint. The Member shall be entitled to make representations at the hearing either personally (with or without legal representation) or in writing. The Committee shall have the power to impose any of the following sanctions:
- (a) reprimand
 - (b) written warning
 - (c) fine
 - (d) compulsory retraining
 - (e) re-inspection
 - (f) naming and shaming
 - (g) improvement notice
 - (h) suspension of services
 - (i) termination of membership
- 9.6 The decision of the Disciplinary Committee shall be notified to the Member, who shall have the right, exercisable within 14 days after the service of the notice upon him, to appeal against such decision to the Appeal Board which shall make such arrangements as it thinks fit for the conduct of the appeal. The decision of the Disciplinary Committee to impose any of the above sanctions shall take effect on the expiration of the period for appeal. If the Member has not then appealed, he shall thereupon be liable to sustain the sanction imposed.
- 9.7 If the Member shall appeal against any sanction imposed, the decision shall not take effect unless and to the extent that it is confirmed or varied by the Appeal Board, which shall determine the appeal by exercising the powers of the Board of Management in such manner as it, in its discretion, thinks fit.
- 9.8 The Appeal Board shall be constituted in accordance with Article 25(e) of the Articles of Association.
- 9.9 After the decision of the Appeal Board has been made known to the appellant, that decision shall be communicated to the Board of Management.
- 9.10 Complainants will be advised of the outcome of any disciplinary procedures.

Definitions

For the purposes of this Code, definitions are as follows:

Advertising:	a means of promoting removal services by any printed, viewable, audible or other form other than a Quotation as defined below.
Arbitration Scheme	a scheme operated by the Chartered Institute of Arbitrators in respect of disputes between members of the British Association of Removers and their clients in connection with the removal and or/storage of goods.
Association	the British Association of Removers
BAR	the British Association of Removers
Basic Price:	the price of removal services shown in a Quotation, or elsewhere, before the addition of any supplements or other optional charges necessary to arrive at the total price of the removal services.
Code:	this Code of Practice
Conciliation Service	An informal process designed to resolve disputes between the British Association of Removers and their clients in connection with the removal and or/storage of goods. If the dispute cannot be settled by the Conciliation Service either the Customer or the Member, by agreement with the Customer, may refer it to the independent Arbitration Scheme (see above)
Customer:	a private individual who purchases services offered by a Member for the removal and/or storage of his/her household and personal effects.
Disciplinary Committee	An independently chaired committee which deals with serious cases of non-compliance with the Code and which ensures that the Code is enforced effectively and that disciplinary procedures are effective, fair and impartial.
Member	a member of the British Association of Removers and as such a subscriber to this Code
Pre-payment Protection Scheme	A scheme under which Customers who have paid in advance for removal services and who are unable to claim a refund as a result of company failure on the part of the Member, may apply to have their money refunded. Claims would be subject to the following conditions: <ul style="list-style-type: none"> a) Proof of payment having been made b) Payment not recoverable from any other source e.g. credit card company c) Customer having been offered and declined service being provided by another Member
Quotation	a communication in any printed, viewable, audible or other form which specifies the price for removal services offered by a Member in sufficient detail to allow a Customer to reliably purchase such services without obtaining additional information from the Member. <i>[defined in BS EN 12522 as "detailed written proposal of the furniture removal service and of the offer price, drawn up and signed by the service provider]</i>

Review Committee	A committee to oversee working of Code and consisting of <ul style="list-style-type: none">• Independent chair• Trading Standards Officer• BAR General Secretary• BAR Consumer Affairs Manager
Significant Alteration	a change of date or a change to the agreed removal plan or timetable or services to be provided.

Nothing contained in this Code affects the contractual or statutory rights of the Member or the Customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau. For further help and advice contact Consumer Direct helpline 08454 04 05 06.