

# The key features of the Carpet Foundation Consumer Code of Practice

The new Carpet Foundation Consumer Code of Practice is a comprehensive document which includes all aspects of the selling practices which are covered by the Code. It is, of necessity, a detailed document, however it is written in non-legalistic terms. **All Registered Specialists should read the Code of Practice and become familiar with its contents.** It is important that retail staff are also aware of the contents.

However, for a quick reference, the key features of the Code are as follows:

## 1. Scope of the Carpet Foundation Consumer Code of Practice

- a. It covers **all** carpet sold to residential consumers but **rugs are excluded**
- b. It applies to **all** suppliers but with differential guarantees operating
- c. It covers the relationship between the **retailer** and the **consumer**
- d. The Carpet Foundation has sponsored the Code for the **exclusive use of Registered Specialists**

## 2. The Provision of Impartial Advice to Consumers

- a. Advice given to consumers must be **objective and impartial** and cover the following key areas:
  - i. Product selection
  - ii. Pile Reversal implications
  - iii. Details of the guarantees (products, duration etc)
  - iv. The responsibility for the installation
- b. The provision of advice does not prevent some 'selling in' but advice given **must not** mislead the consumer
- c. The need to give advice extends beyond the sale through **good quality after sales service** to customers
- d. The Code requires Registered Specialists to adopt a sympathetic approach to the provision of advice to 'vulnerable consumers' who may have difficulty understanding the advice given

### 3. Advertising

- a. All advertising used by Registered Specialists **must** comply with the **advertising standards legislation**
- b. Obviously all advertising used **must not** mislead the consumer in any way
- c. The rules on advertising apply to all products sold

### 4. Promotion of the use of the Consumer Code of Practice

- a. Registered Specialists will be required to promote the Code to consumers at every opportunity
- b. The Carpet Foundation will produce dedicated point of sale material and this **must be used**
- c. Local advertising should include a reference to the use of the Code
- d. The Carpet Foundation will promote the Code on a national basis through magazine advertising and advertorials
- e. A certificate stating the Registered Specialist's support for the Code **must** be shown in store

### 5. Registered Specialists are required to sign-on to use the Code

- a. In order to make it clear that support is given to the Code, Registered Specialists are required to sign an agreement honouring the terms of the Code
- b. The copy of the 'promise' made should be shown in store and sent to the Carpet Foundation to signify support for the Code
- c. When the OFT grant stage two approval after a successful monitoring period of 6-9 months, use of the Code will be **mandatory** for Registered Specialists

## 6. Retail Staff Training

- a. **All** retail staff who deal with consumers must be made aware of the Code and its contents
- b. A training package will be produced by the Carpet Foundation for use with in-store staff
- c. **Sub-contract staff** will also need to be informed of the parts of the Code which affect them
- d. The legal responsibilities of retail staff will also need to be included in the training

## 7. Terms of Business

- a. All Registered Specialists will need to have **clear written Terms of Business** which should cover the following:
  - i. Payment Terms and Methods
  - ii. Deposits and Deposit Protection
  - iii. Estimates and Quotations
  - iv. Special contractual terms
  - v. Delivery
  - vi. Guarantees
- b. The terms of business **must** be communicated to the consumer prior to the order being placed
- c. In the event of cancellation by the consumer on 'reasonable grounds', deposits should be refunded

## 8. Estimates and Written Quotations

- a. **Verbal estimates** on the approximate cost **are acceptable** as a guide to the price of the job
- b. **Written Quotations must be provided** for the consumer at some stage in the buying process. It is acceptable that this is done for every confirmed order
- c. Quotations must specify what is, and what is not, in the contract **to avoid any 'hidden surprises'** when the consumer actually receives the invoice
- d. Registered Specialists can decide what they put in detail in the quotation and rigid itemisation is not necessary
- e. An **'open' policy on pricing** is needed with 'who does what' and 'who pays for what' clearly specified

## 9. Deposit Protection Scheme for Consumers

- a. The vast majority of Registered Specialists operate their business in a professional and prudent manner free from the threat of liquidation. However, consumers need the reassurance that their deposit is safe if the retailers' business fails
- b. The Carpet Foundation manufacturers have put together a **Deposit Protection Scheme** to ensure that in the event of a liquidation they will fulfill the order for the consumer at the agreed retail price
- c. Deposits up to 33.3% will be protected by the scheme and it only applies to liquidation or business failure
- d. Consumers affected by such rare cases will apply to the Carpet Foundation to deal with the matter on their behalf

## 10. Guarantees on offer to the Consumer

The Guarantees, which are based on those offered in the old Carpet Council Guarantees and Code of Practice, are underpinned by the Carpet Foundation manufacturers and are provided to the consumer free of charge

The Guarantees do not in any way inhibit the consumer's rights to seek legal redress against Registered Specialists if they feel they have a case to pursue

The details of the Guarantees are as follows:

- A. Manufacturing Faults (Carpet Foundation products only)**  
A **Two Year Guarantee** against Manufacturing Faults
- B. Manufacturing Faults (For Carpet Manufacturers and Wholesalers who are not supporters of the Carpet Foundation)**  
A **One Year Guarantee** against Manufacturing Faults
- C. Pile Reversal (for Carpet Foundation products only)**  
A **Two Year Guarantee** against **Pile Reversal**
- D. Installation Guarantee**  
A **One Year Guarantee** against faults arising from the installation **in cases where the Registered Specialist is responsible for the installation**  
In situations where the fitting is carried out by totally independent installers the responsibility for quality lies with them and consumers who have a complaint need to address them accordingly

**The details of the Manufacturing and Installation Guarantees are contained in section J of the Code.**

There are a number of conditions which apply to the guarantees offered by Registered Specialists and these include:

- Proof of ownership
- On-site rectification as an alternative to replacement
- Allowances offered as an alternative to replacement
- The identity of the installer and the relationship to the Registered Specialist
- The impact of local conditions upon pile reversal cases
- Support from the Carpet Foundation manufacturers and the requirement to deal with claims which involve carpet replacement

## 11. Complaints Procedures for Consumers

- a. The Code of Practice provides for ways in which a consumer can bring a complaint against Registered Specialists in the event that a transaction does not meet with full approval
- b. The key feature of the complaints process is a rapid resolution to any justifiable complaints raised by consumers
- c. The process for complaint resolution is as follows:
  - Initial Inspection of carpet (by the Registered Specialist) Within 7 days of the complaint
  - Report back to the consumer Within 7 days of the visit
  - Manufacturers visit (if shown to be relevant) Within 10 days of the initial report to consumer
  - Report from manufacturer Within 28 days of manufacturer's visit
  - Final report from Registered Specialist Within 7 days of manufacturer's report
- d. The process requires commitment from the Registered Specialist to carry out an investigation as soon as possible. In addition, if a manufacturing fault is suspected a visit from a local representative is required as quickly as possible
- e. If the complaint timetable cannot be met on reasonable grounds it is important that the consumer is informed as soon as possible

## 12. The Conciliation Process

- a. In circumstances where consumers cannot obtain a satisfactory outcome to their complaint they have the right to claim further as follows:
  - i. To the small claims court (legal redress)
  - ii. To the Carpet Foundation conciliation service
- b. The Carpet Foundation conciliation service is provided **free of charge** exclusively to Registered Specialists to help resolve disputes with consumers

- c. It is essentially a 'peace brokering' service aimed at giving a 'no frills' face value analysis of a complaint between a consumer and a Registered Specialist. It **does not** include product testing or site visits
- d. Consumers who have a complaint may ask for a Conciliation Application Form which needs to be completed and countersigned by the Registered Specialist
- e. Completed forms, together with supporting documentation, should be sent to the Carpet Foundation Technical Director within 7 days of the consumer's application
- f. The investigation by the Carpet Foundation is aimed at suggesting a resolution to the dispute to both parties within 15 days of receipt of the application form

### 13. Independent Arbitration

- a. In cases where the Registered Specialist's attempt to resolve a problem fails and conciliation cannot bring the parties together, the consumer has a number of courses of action:
  - i. Drop the complaint
  - ii. Pursue the complaint through the courts
  - iii. Refer the complaint to Arbitration
- b. The Carpet Foundation has set up a special Arbitration Service with the British Carpet Technical Centre (the BCTC) to provide 'low cost' arbitration services **exclusively** to Registered Specialists
- c. Registered Specialists are required to use this facility and refer **all** their arbitration cases to BCTC
- d. The special rate negotiated with BCTC is £110 per case (plus VAT), shared equally between the consumer and retailer
- e. Details of the submission made by both parties for conciliation will be passed on to the arbiters to assist with the resolution of the case
- f. The decision of the arbiter is **legally binding** on both parties

#### 14. Adherence to the Consumer Code of Practice

- a. Obviously with over 1100 Registered Specialists in the network **it is absolutely essential** that the integrity of the promises made by supporters of the Carpet Foundation Consumer Code of Practice are maintained
- b. The small minority of Registered Specialists who, having signed up to the Code, fail to comply with all aspects, will face sanctions
- c. Registered Specialists **must** satisfy all terms of the Code – it is not a pick and choose option!
- d. Complaints made against Registered Specialists from consumers, Trading Standards Authorities, and other sources, will need to be investigated by the Carpet Foundation and, if serious enough, referred to an independent Non-Compliance Panel
- e. Minor breaches of the Code will be dealt with by the Carpet Foundation but repetition or more serious cases will be referred to the independent Non-Compliance Panel for judgement

#### 15. Monitoring the Performance of the Consumer Code of Practice

- a. It is not simply good enough to agree the 'wording' of the Code. It is essential to show that the practices employed by its supporters actually deliver a better purchase experience for consumers
- b. To ensure that the Code works, it will be necessary to monitor the experiences of consumers and individual Registered Specialists
- c. A sample of Registered Specialists will be required to participate in consumer satisfaction monitoring and may be subject to telephone mystery shopping to ensure that the staff of Registered Specialists are aware of the contents of the Code

## 16. Management of the Carpet Foundation Consumer Code of Practice

- a. The Carpet Foundation is the sponsor of the Code and will manage its day to day running
- b. **Ownership of the Code lies with Registered Specialists** who can suggest changes and general improvements to the Code
- c. A Steering Group to oversee the operation of the Code has been set up by the Carpet Foundation. It is chaired by a senior retail figure and is made up of independent retailers, Buying Group chief executives and a number of manufacturing representatives
- d. The Steering Group will consider all aspects of the operation of the Code including compliance, monitoring results, conciliation performance, arbitration and complaints from consumers. Any changes to the Code may need to be referred to the OFT

THE FOLLOWING LEADING ORGANISATIONS SUPPORT THE NEW  
CARPET FOUNDATION CONSUMER CODE OF PRACTICE

MANUFACTURERS:

ABINGDON  
AXMINSTER  
BRINTONS  
CAVALIER  
CURRAGH TINTAWN  
POWNALL  
RYALUX  
ULSTER  
VICTORIA  
WESTEX  
WOODWARD GROSVENOR

BUYING GROUPS:

ACG  
BRM  
FLOORING ONE  
GREENDALE  
METRO  
SMG

OTHER ORGANISATIONS:

BRITISH WOOL MARKETING BOARD  
CANESIS



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