

**R**etra

**Code of Practice 2021**

This Association has traditionally required a high standard of commercial and technical competence amongst its members providing consumers with quality services. Members in Retra are conscious of their obligations to consumers and continue to meet them willingly as part of a standard of good retailing. One of the pre-requisites of membership of Retra is that retailers should provide adequate information and a reasonable display for any product sold. Both in store and online. While in the vast majority of cases, the sale and servicing of electrical and electronic equipment is performed accurately, promptly, courteously and effectively, this Code of Practice has been drawn up by Retra to govern the conduct of members in their day to day dealings with consumers. The efficient operation of this code is also dependent upon the support of manufacturers and others in the supply of products, spare and service facilities. The Retra Constitution contains provisions for the enforcement of the Code by the Board of Retra. In the event that a member's behaviour to a consumer is proved not to be to the satisfaction of the Board or to have fallen below the standards set by the Code, the measures which may be imposed are a warning or termination of membership of Retra pursuant to the provisions of the Constitution of the Association. There is an identity of interest between the consumer and the responsible retailer to receive and to give good service before and after sales. That service should be efficient, reliable, courteous and fair. The purpose of this Code is to set out the principles that members of the Radio, Electrical and Television Retailers' Association shall adopt to achieve that end and to provide a conciliation procedure for use, if necessary. The Code of Practice applies to Consumers, that is people who are buying for purposes not related to their trade, business or profession. In addition to traditional retail premises, the code applies to retailers using Distance Selling techniques (via Online, Telephone, Catalogue). The Code does not detract or attempt to detract from the legal rights of consumers.

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# 1. Pricing

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- 1.1 All goods to be offered for sale will have a clear indication of the cash price at which they are offered for sale.
- 1.2 The retailer will at all times do everything possible to ensure that any consumer who may have been charged too high a price arising from an error either in the showroom or online will have any excess charge refunded.
- 1.3 Distance Selling Operations must make perfectly clear to consumers via their websites, brochures or telephone/fax at and before the point where payment details are to be entered or taken the following:
- the business name and, if payment is required in advance, it's postal address
  - a description of the goods or services
  - the price including all taxes
  - delivery costs where they apply
  - arrangements for payment
  - arrangements and date for delivery of goods
  - the right to cancel the order
  - how long the offer or the price remains valid
  - the cost of any premium rate telephone
  - internet charges
  - whether substitute goods will be supplied if the order is out of stock or unavailable
  - the consumer must be informed of the cost of returning any substitute goods
  - their ODR/ADR provider
  - their privacy statements
  - WEEE Policy

## **2. Discount & Price Reductions**

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- 2.1 Where a discount or price reduction is offered, the retailer will ensure that it is clearly identified and easily verified by the consumer. Imprecise comparisons with claims of “worth”, “value” and “price elsewhere” are not to be used.
- 2.2 The retailer shall at no time attempt to confuse or mislead the consumer or falsely describe any of the goods offered for sale.
- 2.3 Distance Selling Operations must inform consumers of how long any discounts or price reductions remain valid.

## **3. Refunds**

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- 3.1 Although the retailer is under no obligation (subject to the provisions of the Hire Purchase Acts, DSR and the Consumer Credit Act) to refund payments when a consumer has changed their mind or simply does not like the goods, retailers may in these circumstances give a full refund at their discretion.
- 3.2 The retailer shall advise consumers at the time of sale of any special conditions that he wishes to apply to the sale of goods or the use of credit cards or credit tokens and to the exchange or return of goods sold. Where possible a notice should be displayed to this effect. Re-stocking fees should be clearly explained and agreed in writing where consumers are placing special orders.

- 3.3 Distance Selling Operations must provide clear details and in plain language, information concerning the “Cooling Off Period” along with full postal contact details. (See Distance Selling Regulations)
- 3.4 Distance Selling Operations must provide clear information concerning the procedure for the return of goods and who will be responsible for the cost of returning the goods.

## **4. Deposits**

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- 4.1. Any retailer who accepts an advance payment or deposit for goods shall indicate that consumers' accounts will be debited in advance of receipt of goods. The retailer will stipulate the period during which the delivery of the goods will be made to the consumer. If delivery is not made to the consumer within this period, then the retailer shall offer the consumer the option of a full refund.
- 4.2. Distance Selling Operations may debit consumer accounts as form of deposit only after the express agreement of the consumer has been obtained.
- 4.3. Failure by the consumer to perform their contractual obligation to pay the balance of the purchase price may give the retailer the legal right to retain some or all the deposit to compensate for any loss.

## 5. The Sale

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- 5.1 The retailer will provide as much information as possible about the goods for sale and this will normally include:
- full description of the goods
  - full specification including weight and dimensions of the goods
  - specific purpose the goods can be used for
  - colours or finishes available
- 5.2 The retailer will make clear before the point of payment the exact terms of the contract for the goods, including any additional costs for delivery, installation and commissioning of the goods. In the case of Distance Selling Operations an indication of when the consumer's account will be debited must be given.
- 5.3 If goods are not in stock at the time of the order being taken, retailers and Distance Selling Operations must notify the consumer of the expected delivery date.
- 5.4 Distance Selling Operations will use their best endeavours to maintain the correct information to consumers regarding goods "in stock". Orders must not be taken for goods that are known to be out of stock unless the consumer has been made aware of the situation and given an indication as to when the goods will be available.
- 5.5 The retailer will give some indication as to the complexity of installation or commissioning of the goods and advise when a competent person should be employed to perform the operation. Retailers must inform consumers of the law that requires a Gas Safe Registration person to install a gas appliance.

- 5.6. The retailer should provide consumers with documentary evidence of date of purchase. Distance Selling Operations will send to the consumer details of the transaction via e-mail or the postal system. Consumers are to be advised to keep such documentary evidence and if possible, to produce it when asking for service on making any complaint about the goods.
- 5.7. The retailer will ensure that the goods stocked are manufactured to the relevant standards. If an item is found to be electrically or mechanically dangerous the retailer must pass this information on to the producer as required by General Product Safety Regulations and co-operate in action to avoid risks to consumers.
- 5.8. The retailer will ensure reasonable records of consumer purchases are kept for a period not less than 6 years in order to provide information for any future product recall or modification program.
- 5.9. The retailer must comply with all weee regulations. Consumers must be made aware of any cost them in advance.



## 6. Retailers Guarantee

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- 6.1 Without detracting from the consumer's legal rights, including those under Consumer Rights legislation, the retailer shall guarantee new goods for both parts and labour for a period of not less than twelve (12) months from the date of purchase/delivery. This 12-month period guarantee shall apply even if the manufacturer's guarantee is for a shorter period.
- 6.2 The 12 months retailer's guarantee does not apply in the following respects:
- Damage or faults caused by consumer misuse, negligence or
  - Failure to adhere to the manufacturer or retailer's instructions
  - Certain goods and replaceable parts that may have a limited life span
  - Identified poor quality signal reception
  - Damage caused by Acts of God
- 6.3 Details of any warranty or guarantee, including any geographical restrictions, must be available in clear language and in durable form for inspection by consumers on request.
- 6.4 If during the guarantee period the retailer is unable to effect a repair within seven working days from date of notification of defect, he/she will after the expiration of such period, endeavour to lend the same or a similar item to the consumer. This obligation does not necessarily apply where the retailer is not the service agent, or the service agent is not the retailer or the cause of the fault is as indicated above.

## 7. Life Expectancy of Electronic Equipment

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- 7.1 The economic life expectancy of any product is extremely difficult to determine. Consumers often complain that the goods should have “lasted” longer when they develop a fault. The fact is that in most cases once a repair has been completed the goods will probably go on to function or “last” for a considerable period of time.
- 7.2 Note life expectancy is the length of time a product would reasonable be expected to be able to be economically repaired or where the spare parts are available. Some cosmetic parts may not be available for the same period of time as functional parts. It does not imply that goods should function for a given period of time without going wrong or that the repairer should not make a reasonable charge for a repair.
- 7.3 While the list below is not a comprehensive one it gives a general indication of total life expectancy for a range of product types.
- 7.4 Small Appliances:
- Mobile phones, MP3 Players, Irons, Kettles, Hair Dryers etc 2 – 3 years
- 7.5 Medium Size Appliances:
- Cleaners, Refrigerators and Freezers 3 – 6 years

- 7.6 Large Appliances
- Electric Cookers 5 – 10 years
  - Dishwashers, washing machines 3 – 6 years
  - Low priced portable TV's 2 – 5 years
  - Higher priced non-portable TV's 4 – 8 years
  - Low priced DVD player/recorder 2 – 5 years
  - Higher priced DVD player/recorder 5 – 8 years
  - Low priced Hi-Fi Systems 2 – 5 years
  - Higher priced Hi-Fi Systems 5 – 8 years

7.7 Software may only last for the time period that any manufacturer supports the function.

## 8. Advertising

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- 8.1 The retailer's advertisement shall be clear and honest and in accordance with the British Code of Advertising and Sales Promotion and complying with all relevant legislation.
- 8.2 Any advertising, information on the packaging, leaflets and comments made during the sale process form part of the sale contract.

## 9. Repair Servicing

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- 9.1 The retailer/service company will provide clear contact details if help or repairs/service is required by his/her customers.
- 9.2 Premium rate call numbers should not be used for dedicated help lines or service telephone line numbers.
- 9.3 The retailer/service company will make clear to the customer the exact terms of the contract for any repairs or servicing work to be carried out, including any of the following if applicable:
- call out charges
  - minimum charges - the level of charge at which repairs should not proceed without specific authorisation from the customer
  - labour charges- advanced charges to cover the cost of ordering certain spares
  - collection and delivery charges
  - estimate/quotation charges
  - Any additional chargeable services
- 9.4 Notices detailing any of the above should be displayed clearly and prominently in the area where service work is received. Distance Selling Operations should also state clearly the above terms. These details should also be quoted to customers requesting service/repair work by telephone.
- 9.5 A record should be made of the date, name, address, contact number and email address of caller requesting service at the time of the request for service.
- 9.6 Invoices for services should be clearly presented, in plain non-technical language showing details of fault symptoms, the work carried out, the materials used and VAT charged.

- 9.7 If the customer requests a home visit, the retailer/service company, should ask the customer to provide as much of the following information as possible in order to identify the goods, expedite the repair and minimise the costs:
- make of appliance
  - model number
  - serial number
  - description of fault (using customers own words)
  - name of purchaser
  - address where the equipment is located (indicating any special access difficulties)
  - a suitable time for the engineer to call, giving working day alternatives within 4 hours
  - whether it is an in-guarantee fault or service call for maintenance
  - Proof of purchase (warranty work)
  - Any wall-mounted or disassembly required
- 9.8 The retailer/service company will provide services to the best of their ability. But, where this is not possible, they will explain why.
- 9.9 Where goods are handed in or collected for repair/service, the retailer/service company shall provide the customer with a receipt for the goods, which states the manufacturer, model and serial number, the nature of any faults/symptoms, any accessories and the cosmetic condition of the goods.
- 9.10 When the customer requests a service then under normal conditions the service company will endeavour to make contact within 8 working hours.

Should the fault fail to be repaired, either in situ or in the workshop, the engineer or retailer/service company will report the suspected fault to the customer and the reasons why a repair has not been effected. Reference should be made to one or more of the following categories:

- temporary lack of spare parts
- the equipment requires major repair
- unable to trace defect
- several other important defects are apparent
- appliance unsafe (mechanical, electrical, electronic or physical)
- appliance unrepairable due to permanent unavailability of spares
- Beyond the retailer/service companies control

- 9.11 Retailer/service companies will advise customers of their own conditions for the servicing and repair of products. Field service repairs, which cannot be completed at the time of the first visit, should be completed normally within five working days from the date of the first visit.
- 9.12 If the retailer/service company finds there will be an undue delay in performing the repair, the retailer/service company should notify his customer of this giving the reason for the delay and should keep the customer regularly advised of progress.
- 9.13 Where a product or its connections are found to be unsafe, the customer must be informed and a written record made. The cost of rectification can be included in any price quoted for repair. In the event that a customer refuses to have remedial work carried out, the service company may refuse to repair the goods. In any event the service agent will give written notice to the customer that the goods should not be used until the remedial work has been carried out. The service company reserves the right to disable the unsafe appliance for the safety of the customer.

- 9.14 All customer details will be held in line with current data protection legislation.
- 9.15 Removal of goods e.g. cookers for repair you must leave the premises safe.

## **10. Where the Retailer/service company is not the Service Agent**

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- 10.1 The retailer/service company must fully accept their statutory obligations under the Sale and Supply of Goods to Customers Legislation.
- 10.2 Where the retailer/service company is not the service agent, he/she should provide the customer with the name, address and telephone number of the manufacturer or service agent. Where appropriate the retailer/service company should accept the goods brought in by the customer for return to the manufacturer or service agent for repair.
- 10.3 If the manufacturer fails to provide an adequate service to a customer the retailer/service company should use best endeavours to procure such a service for the customer, and, if necessary enlist the assistance of Retra. Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR) may be applicable in certain cases.
- 10.4 All customer details will be held in line with current data protection legislation.

## **11. Delayed Calls**

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- 11.1 Where the retailer/service company has agreed to an appointment, which has to be cancelled through unusual circumstances, the retailer/service company will endeavour to advise the customer, where practicable, of any change in call times. In such circumstances, customers should be offered the next available service call as a matter of priority.

## **12. Guarantee or Repairs on Product Outside Normal Product Period**

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- 12.1 A specific repair performed by the retailer/service company will be guaranteed both in parts supplied and fitted and workmanship for a minimum period of three months. The details of this guarantee must be available for customer to inspect, and in a durable form and written in plain language. This guarantee shall not detract from the statutory rights of the customer.



## 13. Estimates

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- 13.1 If requested, the retailer/service company will offer to provide at reasonable cost, an estimate of the likely cost of repairs. The customer shall be advised in advance of the cost of providing an estimate.
- 13.2 The retailer/service company may require an initial payment to cover parts required to complete a comprehensive estimate or quotation. Customers must be made aware of any such charges in advance of any work being carried out.
- 13.3 The customer should be advised that, if the estimate is unacceptable, the retailer/service company might not be able to return the goods in the condition in which they were originally received.
- 13.4 Where a quotation for work is provided, as distinct from an estimate, both parties should understand that the acceptance of a quotation constitutes a contract embodying the terms of the quotation.
- 13.5 Where a repair estimate is not agreed the service agent will keep the item for collection for a period of one month. After this time the agent may dispose of the goods. Prior to disposal the agent will inform the consumer of the date of disposal in writing.

## 14. Spare Parts

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- 14.1 The retailer/service company will make every effort to keep a reasonable stock of commonly used parts.

With the increasing complexity of modern goods and the vast overall range of spares, the retailer/service company will be unable to stock all spares. Spares other than those most frequently used will therefore be drawn from the retailer/service company's suppliers and the retailer/service company will use his/her best endeavours to ensure a swift delivery.

Some parts may only be available by special order from the manufacturer and the retailer/service company may request payment with order for replacement parts for goods out of guarantee.

## 15. Conciliation Service

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- 15.1 There is no doubt that the vast majority of sales and service calls are performed satisfactorily. Situations may arise, however, when either the customer or the retailer/service company feels they have been unfairly treated by the other party or by a supplier.
- 15.2 Customers with a complaint should always be encouraged to return the goods to the retailer/service company where the retailer/service company should examine the matter speedily and sympathetically and must take decisive action if justification is established.
- 15.3 The customer should indicate the nature of the complaint in writing by e-mail or letter in the first instance to Retra giving full details of the complaint. ADR and ODR may be applicable in certain cases.

- 15.4 The customer can, of course, at any stage pursue their normal statutory rights and seek redress from the County Courts in England and Wales or the Sheriff Court in Scotland.
- 15.5 Retra can recommend ADR & ODR providers. It should be noted that providers do charge for their services.

## 16. Legal & Recall

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- 16.1 Retra members are required to adhere to all legal requirements including but not limited to Trading Standards, Health & Safety, Environmental Protection including WEEE Regulations, Employment Law, Public Liability, Business Insurance and Data Protection.
- 16.2 **Recalls** - Members should comply with all requests from manufacturers to supply details where products are recalled on the grounds of Health and Safety Where a company has been sold to another party or is in insolvency access to data should not be refused. All the above is subject to GDPR compliance and data should only be used for this specific purpose.

## 17. Associate Member Code of Practice

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- 17.1 Retra members are very conscious of their legal and moral obligations to their customers and continue to meet them as part of their high standard of retailing and supporting quality products. In order to achieve this high level of customer satisfaction the retailer may look to the manufacturer or distributor for assistance in meeting these goals.
- 17.2 In turning to the manufacturer or distributor for help in difficult circumstances, Retra would expect a response from a manufacturer or distributor that is designed to maintain the high level of expectation created by the retailer.
- 17.3 Associate membership of Retra is granted to those organisations that have shown a willingness to provide a high quality, cost efficient service that helps the members to provide the same high quality to their customers for the benefit of all parties.
- 17.4 This relationship is not a one-way relationship. The Retra Board would act on any abuse by members of the normal goodwill that exists between two commercial partners – manufacturer or distributor and retailer.
- 17.5 The following Codes of Practice are intended as guidance for associate members of Retra and as such, Retra would expect associate members to abide by them in their dealings with Retra members:
- Provide to members transparent terms and conditions of trading such that any reasonable person could understand the meaning of such terms and conditions.
  - Maintain sufficient levels of stock in order to meet normal as well as reasonable demand.
  - Manufacturers to restore faulty in-warranty products to full working order within a time frame consistent with current legislation.

- When customers' in warranty goods cannot be restored to working order within a time frame consistent with current legislation the goods should be replaced in order that the retailer can meet his/her legal obligations.
- Liaise with the retailer over the actions and remedies being applied to the retailers' customer to rectify a problem.
- Maintain an adequate level of stock and spares consistent with product population density to support the retailer in their sales and service.
- Fulfil all obligations under the Right to Repair legislation.
- If required to ensure that only current members receive any provided benefits and to remove any non-members or members that have resigned or been removed from membership for benefits.
- Associate members may not pass the details of the Retra database onto any other party for any reason.
- Advise Retra head office of any commercial malpractice or other practice carried out by a member that would require an associate to breach this code of practice.
- To advise Retra in a timely manner of any changes to the benefits, implied or actual provided to the membership.

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# Notes

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