BHTA CODE OF PRACTICE
2024 Update

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BRITISH HEALTHCARE TRADES ASSOCIATION

for the Healthcare & Assistive Technology Products and Services Industry

Code of Practice

Introduction to the Code of Practice

For over 100 years, the British Healthcare Trades Association (BHTA) has brought together hundreds of organisations across the healthcare and assistive technologies industry to facilitate business, raise industry standards and protect consumers. BHTA seeks to bring the industry together to support and improve the health and care of the nation. BHTA and its members continue to come together to help the industry overcome the challenges it faces.

BHTA's Code of Practice is an approved Code under the Chartered Trading Standards Institute Consumer Codes Approval Scheme. This means Code Members have the right to display the combined BHTA CTSI logos and customers can be confident they will be treated fairly. The BHTA Code is the only Trading Standards approved code in the healthcare sector.

The Code is reviewed regularly, with input from external organisations.

By entering into their BHTA Membership Agreement, every member commits to the Code. Membership of BHTA and adherence to the Code shows customers, suppliers and employees that BHTA members' businesses operate to higher standards of customer protection then the law requires.

Principles and Objectives of the BHTA Code of Practice

All members must ensure that they are compliant with all relevant legislation (see Annexes 1-7). Members whose business places them in contact with the NHS, its divisions (e.g. NHSSC), and/or its commissioning bodies (e.g. ICSs, NHS Trusts, NHS Hospitals) must ensure their processes and practices do not contravene NHS' Managing Conflicts of Interest in the NHS – Guidance for Staff and Organisations.

Individual persons working in the industry may be registered as competent individuals with a relevant body, such as the Health and Care Professions Council (for qualified occupational therapists, physiotherapists, orthotists, prosthetists), or Trusted Assessors (staff trained to make holistic assessments in a variety of health and social care settings – hospital-to-home discharge, home adaptations to foster independent living, mobility equipment needs analysis – of a non-clinical nature). Such registrants may be required to follow a personal Code of Conduct, which will be available on application to the relevant organisation (see Useful Contacts below).

The Directors, Senior Managers, Shareholders, Owners, Partners and other persons exercising significant controlling functions of the member shall be fit and proper persons for discharging their responsibilities under this Code of Practice.

Members are directly responsible for the behaviour and conduct of their staff. All customer-facing staff must be adequately trained for dealing with consumers and act in accordance with their training at all times.

All BHTA members commit to the 10 key principles and objectives of the Code of Practice:

1. Ensure that they are compliant with all relevant legislation (see Annexes 1-7). They will comply with all relevant legislation relating to advertising and marketing, the sale of goods and services, the safety of goods, consumer rights, disability rights, and data protection.

2. Ensure that they offer, stipulate, infer or imply anything in their terms and conditions of contract which provides the customer with less protection or a worse deal than that provided by law.

3. Ensure that all goods are of satisfactory quality and fit for the purpose specified. Their selling techniques will be ethical and they will deliver high standards of service.

4. Be honest and truthful in all dealings with customers. Any claims made by the company and its employees will not give rise to false expectations. Information, claims and comparisons must be accurate, balanced, fair, objective and unambiguous. They must not mislead directly, by implication or omission.

5. Respect the confidentiality of information obtained and not disclose such information without the consent of the customer concerned or a person entitled to act on their behalf, except where such disclosure is required by law.

6. Products and services will only be supplied where they fulfil a genuine need.

7. All communications, verbal and/or written, will be made in plain language.

8. The vulnerable nature of the customer or that the customer is in a vulnerable situation will be respected. No customer will be coerced in any way. All customers will be given information in an appropriate format and will have their particular needs taken into account.

9. Where complaints cannot be resolved directly with the member, customer must be made aware of the mediation and arbitration services offered under the Code and how to make use of this service.

10. Members will not disparage the products and activities of other healthcare and assistive technology companies; nor the clinical and scientific opinions of health professionals.

Treating Customers Fairly

Advertising and Marketing

Advertisements (which includes websites & leaflets/brochures) must comply with any relevant legislation and:

- The UK Code of Non-Broadcast Advertising
- The UK Code of Broadcast Advertising
- The Phone-Paid Services Authority Code (for content, goods and services charged to a phone bill)

Advertisements must not give misleading indications or omissions about price, value or quality or any benefit that may be derived from the product or service offered or about the organisation placing the advertisement.

The consequence of responding to any advertisement should be clear. Clear pricing should be given for the products shown in all promotional material intended for consumers, including on websites. If VAT-exclusive prices are given, this must be made clear.

Code members must not use the logos of other organisations (such as charities, public bodies, and other businesses) without express permission of those other organisations.

Code members must ensure any gifts related to purchase of a product or service are directly relevant to that purchase and of a nature that cannot be construed as inappropriate or disproportionate.

Conduct of Staff

Staff must always clearly identify themselves to consumers and give their reason for calling. They must never claim or imply to have medical training where this is not the case, nor claim that the product is endorsed by a trusted body unless this can be evidenced.

Training of Staff / Ongoing Development

All staff must be made aware of any legislation pertinent to their role, especially in relation to health and safety, equality and consumer rights.

They must give due regard to infection prevention where relevant.

They must also be informed of any regulations to which they must give due regard in the course of their work, such as building regulations and Lifting Operations and Lifting Equipment Regulations 1998.

Staff should not work unsupervised until considered competent to do so nor carry out tasks for which they have not received training. Regular refresher sessions are advised.

Registered professionals, such as occupational therapists, physiotherapists, nurses, orthotists and prosthetists, and any individuals registered with the Health and Care Professions Council and/or as a Trusted Assessor are required to receive on-going training to keep their knowledge up-to-date and such registration is an indicator of competence. On-going training must be facilitated.

Staff must have the appropriate product knowledge to advise and assist purchasers. Where clinical advice is given by staff, they must be appropriately qualified.

All staff, in particular those in direct contact with the customer, trained in the content of this Code and be aware that the member is required to adhere to the provisions.

Members must maintain a record of training for each member of staff.

Publicising Code Membership to Customers

Members must make a copy of this Code available free of charge to customers on request.

A copy of the BHTA leaflet How to Buy Healthcare Equipment Safely should also be given to consumers, particularly during a home visit; it is available as webpage or PDF.

Retailers must display the BHTA Code of Practice poster and the BHTA and the CTSI Approved Code logo (these are supplied when joining; members may ask for additional copies any time).

All Code members must display their BHTA membership certificate in an accessible location.

All members should display the BHTA Code logo and the CTSI Approved Code logo on their websites; member websites should carry the "Click to Verify" version of the BHTA/CTSI Approved Code logo to enable independent, 3rd-party verification of BHTA membership.

Pre-Contractual and Point of Sale Information

Inappropriate or high pressure selling tactics must not be used by members. Examples of high pressure selling techniques include:

- Subjecting a consumer to a lengthy presentation in their own home
- Contacting a consumer after they have indicated that they do not want the goods or services on offer
- High initial price followed by the offer of a discount (often followed by a telephone call to the "manager")
- Discount on the condition that the consumer agrees to the sale that day (when the discount will actually continue to be available)
- Withholding price information until the end of the sales discussion/visit
- Claiming limited availability of a product when this is not correct

Refusing to leave a consumer's home when asked to do so and claiming that the salesperson faces financial difficulty or will lose their job if they don't achieve a sale are Banned Practices under consumer protection regulations (see Annex 2 for more detail).

Members and their staff must not misrepresent the product, its price or any contractual details.

Where a customer's ability, well-being, environment, and/or activities have an effect on the safe use and suitability of a product for the customer's stated purpose, a full assessment of a customer's ability, well-being, environment, and/or activities and the suitability of a product for the customer's stated purpose (e.g. use on public transport, or use in their home) must be carried out prior to a sale. It is recommended that a record of this assessment be retained and a copy be made available to the customer on request. This applies to all sales, in store, off premises (e.g. at the customer's home), online, via mail order catalogue or by telephone. Any clear disparity between a customer's stated requirements and the nature of the goods and/or services to be purchased must be pointed out and detailed in writing.

Potential customers should be made aware, where appropriate, of services offered by Local Authorities, NHS, the Employment Service, major charities and other agencies. Where professional / medical advice should be considered by the customer before purchasing, details of where this assistance might be obtained should be given. If a practitioner is recommended who is contracted to the advising vendor/salesperson, this should be made explicit.

Where VAT relief or reduced rate VAT can apply, it should be brought to the attention of the customer, along with details of how this can be obtained.

Terms and conditions of members' contracts must be available in writing and must be legible, comprehensive and written in plain language. BHTA recommends larger bold print for important terms such as cancellation rights and instructions.

Also see Annex 6 for the details of what information must be provided to consumers in relation to cancellation rights.

If it appears that a customer is visually impaired or are confused by paperwork, the salesperson should go through the paperwork with them. A version in large print, Braille, or on audio tape must be provided if requested, within a reasonable timescale. Members should consider whether these customers should consider having a relative, friend or other advisor/carer with them. See Annex 1 for more detail.

Cancellation Rights / Protection of Deposits (see Annex 6 for more detail)

Where cancellation rights apply or are offered, the customer must be informed under what circumstances they may cancel and these instructions should be plainly visible in the paperwork given to the customer, for example next to the signature box, and be in large bold type. Where a customer has indicated they have poor eyesight or are confused by paperwork, the salesperson should go through the paperwork with them.

If a member chooses to offer a cancellation period longer than required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (14 days) or to offer other/additional cancellation rights to a customer, these rights should be clearly detailed by the member on their website and in their paperwork; any other/additional rights offered do not undermine a customer's statutory rights.

Where cancellation rights apply, to comply with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 a cancellation form must be provided setting out:

- That a cancellation period applies and the date from which it starts
- The length of the cancellation period
- How to cancel

Deposits

If a deposit will not be refundable, or will be only part-refundable, this must be made clear when the customer places the order and the reasons for this must be laid out in writing.

Where an order cannot be fulfilled and the customer does not wish to accept substitute goods or services, refund of any deposit must be made speedily.

Where deposits or advance payments are taken, members must use a payment protection mechanism to ensure that consumers are returned their money without undue delay should the member be able to fulfil the contract to supply goods or a service. Examples of this could include:

- Dedicated bank account[s] for customer deposits: A member company holds customer deposits in a dedicated bank account in order to access funds in a timely manner in the event of deposit return
- Third-party custodial accounts: A member company works with a 3rd-party financial services company to hold deposits on behalf of customers, similar to a Tenancy Deposit Scheme Custodial Deposit Protection mechanism

Adverse Incident Reporting

Any incidents reported to members or that members become aware of in relation to products they have supplied must be reported to the manufacturer of the product. Further when a company becomes aware of an incident involving any product that they supplied that resulted in, or could have resulted in, serious injury or death of a customer, the incident must be reported to the appropriate authority – either the Health & Safety Executive (HSE), or (if the product is a medical device) the Medicines & Healthcare products Regulatory Authority (MHRA); please see Useful Contacts below. It is advisable to quarantine the item for inspection by the manufacturer.

Product Recalls and Safety Warnings

Each company must maintain records sufficient to identify to whom they have sold a product, to ensure it can be traced and recovered in the event of a recall for safety purposes, or given appropriate attention if a safety warning is issued necessitating preventive action. Distributors and retailers must comply with manufacturer instructions for product recalls and safety work and must act on these without delay.

Companies selling to agencies such as the NHS and local authorities should advise them of the need to track products, to ensure this can occur.

Clauses Relating to Commercial Business / Relationships

Sponsorship
Where a company sponsors part or all of the salary of a professional employed by the NHS or Social Services, they must have due regard to the employing body's rules regarding sponsorship. No pressure must be exerted on the sponsored individual to favour the sponsoring company's products over any other. At all times, the product supplied should be that which a clinical professional considers is best suited to the needs of a patient or client.

Sub-Contractors / Third Parties
Companies must ensure any sub-contractor, third party, or person carrying out work or representation on the company's behalf upholds the same standards as required herein.

Service/Product Support
Retailers who sell into an area of the country where they cannot service/support the product themselves in a prompt and adequate manner, must have in place a third party agreement with an organisation in that area, which meets comparable standards, or there must be a return to manufacturer provision for the product concerned (ie there must be consistent support for the product / customer, whether the customer is local or geographically distant from the seller).

Members Responsible for Placing Products on the Market in the UK and EU

Members are reminded that they are responsible for the quality, performance and safety of the products they place on the market and consider whether compliance with relevant safety and testing standards is appropriate. Statements and claims on performance and safety contained in their published literature must comply with any standards they claim to meet.

Members that are manufacturers must be able to evidence to the Code Administrator, on request, that any of their products carrying a CE and/or UKCA mark to indicate compliance with EU or UK regulation[s], do meet the essential requirements of the relevant regulation[s]. They must be able to provide (access to) a technical file for inspection.

Members that manufacture and/or import medical devices should ensure spare parts are available for at least five years from date of final manufacture. For all other products, companies must be mindful of their obligation to stock spare parts for a reasonable period of time from date of final manufacture.

Members must provide technical training, spare parts lists, and preventative maintenance schedules to anyone requesting them, providing they are satisfied that the enquirer meets any objective criteria they have set for such provision.

Selling Training

Where training is booked by telephone via administrative staff, those staff must be given a checklist of the minimum information the trainer will require to proceed.

Selling / Providing Services to Authorities (e.g. NHS, social care, the Employment Agency)

Companies must give due respect to any codes, regulations, procedures operated by the Authority and to those adhered to by members of the health and care professionals with whom they interact.

They should be aware of complaints procedures in these organisations, so they can advise customers accordingly should there be a problem.

Due regard must be given to the Bribery Act 2010, ie care must be taken to ensure no bribe of any kind (including for example, and without limitation, a facilitation payment, a donation, or excessive hospitality or commission payments) is offered, given to, or placed upon any public servant (e.g. Local Authority or NHS staff member), or their employer, as an inducement to prescribe, supply, administer, recommend or buy any product or service.

Gifts in the form of promotional aids and prizes, whether related to a particular product or of general utility, may be distributed to members of the health professions and to appropriate administrative staff, provided that the gift or prize is inexpensive and relevant to the practice of their profession or employment. All activity involving sponsorship and hospitality must be considered carefully and steps be taken to ensure it is legal, relevant, proportionate and reasonable. Code members must abide by any guidance issued by the UK public sector on these matters, plus the guidelines on "Interactions with Healthcare Professionals and Healthcare Organisations" set out in Part 1 of the Medtech Europe Code of Ethical Business Practice. (If these conflict with each other, the UK guidance will take precedence for activity in the UK.)

Dispensing of Prescription Appliances via FP10 (England and Wales) or GP10 (Scotland)

In addition to giving due regard to the Pharmaceutical Services Regulations and the current arrangements in each country, BHTA members involved in the supply and/or dispensing of appliances are required to abide by the Patients Industry Professionals (PIPs) Forum

Collaborative Standards (which complement both the service requirements and this Code of Practice); to give due regard to BHTA's Guidance for DACs on advertisements, competitions and marketing; and to adhere to the DAC Code of Ethical Business Practice.

Complaint Handling

All Code members must have in place a speedy, responsive and user-friendly procedure for the resolution of complaints. Code members should strive to resolve complaints within one calendar month. Information should be readily available about where to send complaints, what information should be provided and the timescales that will apply to dealing with the complaint.

The procedure must include targets for initial acknowledgement of a complaint:

- Phone call = 2 working days
- Letter or email = 5 working days

If a satisfactory resolution is not reached via a company's internal complaints-handling process within 56 calendar days (i.e. two months), the complainant should be informed that they have the right to contact the BHTA who will assist in resolving the issue via the BHTA Complaints Procedure, which is free to use for complainants. Please see Annex 7 for more detail on the BHTA Complaints Procedure and its steps (including complainants' access to Alternative Dispute Resolution (ADR) via an Independent Arbitrator, should the BHTA Complaints Procedure outcome not be to a complainant's satisfaction).

Code members should offer maximum co-operation with consumer advisers or any other intermediary acting on behalf of the complainant, such as a Citizens Advice Bureau, or Trading Standards Officer.

Staff must be professional, courteous, prompt and fair when dealing with a complainant.

If a Code member has a claim against a consumer and wishes to institute court proceedings, the consumer should be given the opportunity to choose to bring the matter to BHTA for resolution.

Sanctions / Disciplinary Action

BHTA will investigate all alleged breaches of this Code.

An independent Disciplinary Committee ensures that matters relating to breaches of Code are enforced effectively and disciplinary procedures are fair and impartial. In addition the Committee deals with serious cases of noncompliance with the Code. Where a potential breach of the Code has been identified during the course of investigating a consumer complaint, BHTA will normally endeavour to resolve the complaint before addressing the alleged breach.

Where an identified breach of the Code is minor, the BHTA will issue a warning and suggest action, if appropriate, to prevent repetition.

Any serious, or repeated, breaches of the Code may result in the Code member to appear before the Disciplinary Committee.

Disciplinary Committee

This will consist of a panel of three people, one drawn from the relevant industry sector and two from appropriate external organisations, with a Chair drawn from the external organisations. The Chair will have the casting vote in the event of a hung decision.

If BHTA is notified that a Code member has been convicted of an offence (or signed a formal caution) under the Consumer Protection from Unfair Trading Regulations 2008, they will be referred to the Disciplinary Committee.

The nature of the alleged breach will be identified to the Code member in writing and they will be given the opportunity to offer any evidence in writing in advance of the hearing. The hearing will be on a date arranged with the Code member.

The Committee's decision may include one or more of the following:

- No further action
- The Code member be required to undertake a specified course of remedial action (e.g. re-training of a particular salesperson)
- The Code member be issued with a formal warning
- A financial penalty, relating to the amount of work incurred by BHTA and the Independent Arbitrator regarding a complaint, the cost of the Disciplinary hearing, and/or the nature of the breach
- Suspension for a stated period from BHTA (and the register of companies signed up to the Code)
- Expulsion of the Code member from BHTA

Where expulsion occurs, a period of twelve months must pass before any application to re-join BHTA, and the register of companies signed up to the Code, will be considered. If any complaints against the company have been made to BHTA during that time, such application may be rejected for a further period.

From establishing that a breach has occurred through to final decision of the Disciplinary Committee and instigation of any action should take no more than 90 days. A summary of the decision will be published on the BHTA website and may also be published in other member communications (e.g. newsletters).

Monitoring

Every Code member will be monitored periodically by at least one of the following means:

- Compliance Checks: At least once every two years, BHTA members will be subject to Compliance Checks; information will be collected via a detailed checklist (desktop exercise) after which BHTA reserves the right to conduct follow-up reviews if required (face-to-face or via remote meeting software):
- All companies' Compliance Checks will review corporate information including court judgements, directors' fitness, business focus, any major business focus or business process changes since last reporting period

- B2C companies will be asked to provide additional supplementary information, including consumer protection awareness; marketing & selling techniques; finance agreements; contractual terms & cancellation rights; deposits & advance payments
- Independent retail experience assessments (if applicable)
- Customer satisfaction surveys (if applicable)

All other Code members will be monitored by regular compliance checks.

BHTA will keep Code members apprised of Code operations, including the number and nature of complaints received, the remedies recommended and implemented, and the results of any referrals to the Disciplinary Committee.

Useful Contacts

To find an Approved Code member: https://www.tradingstandards.uk/consumers

To check the status / credentials of a health professional or individual working in the industry:
Health and Care Professions Council
Tel: 0300 500 6184 or visit www.hpc-uk.org

Nursing & Midwifery Council
Tel: 020 7631 7181 or visit www.nmc-uk.org

To find out more about Trusted Assessors:
Foundations UK
Tel: 0300 124 0315 or visit https://www.foundations.uk.com/guides/trusted-assessors/

Trusted Assessing and Care Training (TACT)
Tel: 01626 879 528 or visit https://trustedassessing.com

To source a product:
Disabled Living Foundation
Tel: 0300 999 0004 or visit www.dlf.org.uk

To access driving advice and assessment:
Driving Mobility
Tel: 01872 672520 or visit www.drivingmobility.org.uk

For assistance relating to consumer rights:
The Citizens Advice Consumer Service
Tel: 03454 04 05 06 or visit www.citizensadvice.org.uk/consumer/

Equality and Human Rights Commission
Tel: 0808 800 0082 or visit www.equalityhumanrights.com

Disability Law Service (DLS)
Tel: 020 7791 9800 (10am-1pm then 2pm-5pm Mon-Fri) or visit www.dls.org.uk

Trading Standards

Look in your Yellow Pages under "local authority" or visit
https://www.tradingstandards.uk/consumers/support-advice

To make an adverse incident report:
For medical devices: Medicines & Healthcare products Regulatory Authority (MHRA)
Tel: 020 3080 6000 (switchboard) or visit
https://www.gov.uk/report-problem-medicine-medical-device

For machinery: Health & Safety Executive
Tel: 0845 300 9923 or visit www.hse.gov.uk/riddor/index.htm

ANNEXES

Annex 1 – Consumer Vulnerability
Annex 2 – Off-Premises Sales
Annex 3 – Consumer Rights Act 2015
Annex 4 – Consumer Fairness
Annex 5 – After Sales Services
Annex 6 – Cancellation Rights
Annex 7 – BHTA Complaints Procedure

Current relevant statutory and regulatory requirements referred to in the Code include, but are not limited to:

- Consumer Protection from Unfair Trading Regulations 2008
- The British Codes of Advertising Sales Promotion and Direct Marketing
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Health & Safety regulations
- Transport legislation governing the operation of goods vehicles
- Consumer Rights Act 2015 (After 5th October 2015)

DEFINITIONS

Healthcare Industry - *Companies in the healthcare industry, as defined for the purposes of this Code of Practice, will be involved in one or more of the following:*

- Supply of assistive technologies, particularly those for elderly and/or disabled consumers
- Supply of externally applied medical devices, and/or services relating to the fitting of those devices
- Supply of equipment and related services necessary for medical and health professionals to carry out their various specialist functions
- Training in the use of assistive technologies
- Training relating to health and safety, such as first aid at work, and manual handling.

For the purposes of this Code of Practice this does not include:

- Pharmaceuticals
- Alternative medicines or therapies
- Dentistry
- GP practice
- Ophthalmology

- Implants

Assistive Technology - *An assistive technology is a product or service that enhances independent living.*

Company - The term "company" includes organisations or firms with a commercial, profit-making, interest i.e.

- Limited companies
- Partnerships
- Sole traders
- Franchises
- Wholly-owned subsidiaries
- Community interest companies
- Trading arms of charities

Customer - Customers may be private individuals, businesses, charities or authorities/agencies such as the NHS as well as private consumers.

Code Member - Any BHTA member company undertaking to abide by this Code of Practice.

Annex 1 – Consumer Vulnerability: Two Types

Situational

Situational vulnerability should always be assessed on a case-by-case basis. It is important to remember that all consumers can be situationally vulnerable, and vulnerability is dynamic. Vulnerability may be caused by the personal situation or circumstances of the consumer; the timing and nature of the decision; the consumer's level of knowledge, skills or ability; and the effectiveness of tools and communications made available to them by businesses to assist in decision-making.

Situational vulnerability can be caused by, for example, cognitive impairment, low income, illness, loneliness or social isolation. This list is by no means exhaustive. Some of us may experience vulnerability during difficult periods in our lives, such as when we go through a bereavement, a divorce or a period of ill health. Vulnerability can also originate from more enduring personal situations, such as a long-term physical or mental disability.

Market context

The second type of vulnerability can be caused by market contexts; for example, when a consumer has to choose between complex offers or alternatives, or make decisions on the basis of imperfect or unclear information. It can also come about when a consumer hasn't accessed a market for some time or has never done so.

Market context vulnerability can also be caused by business communications, or the way consumers are expected to contact or communicate with a business. Sometimes, lack of experience and education around technology can lead to vulnerability.

Market context vulnerability may arise in some of the following situations (as above, this list is not exhaustive):

- Switching gas or electricity providers or switching bank accounts
- Buying an electric car
- Buying a funeral plan
- Investing in cryptocurrency
- Buying a first car or home
- Choosing a care home for an elderly relative

The two types of vulnerability can affect consumers at the same time.

The checklists above and below should help to:

- Document a vulnerability assessment process
- Help staff assess consumer vulnerability in a consistent way
- Record information about vulnerabilities

Use 'Be REAL' to identify consumers who may show signs they could be vulnerable. Once a consumer has shown signs of vulnerability, then steps can be taken to support them. If signs are there, use the checklist to document what you discussed.

R. Retain

Is the consumer able to retain, remember and repeat in their own words the information you give them? Do you have to repeat what you have said over and over again? Do they ask for clarification and ask you to explain the words or terminology being used.

E. Explain

Is the consumer able to properly evaluate and explain the decision they have made? Are they joining in the discussion or just agreeing with what you are saying? Are they coherent and fluent in the language being used?

A. Able

Is the consumer able to hear, understand and communicate what they are being told and their situation? Are they asking questions that aren't related to what you are saying? Do they tell you their thoughts and ask questions, and if so, do they make sense?

L. Listen

Is the consumer able to listen, follow and understand the discussion taking place, or are they distracted, confused and not hearing what you have to say? Do they take an unusually long time to respond to a question?

Always remember:

- Try to understand the impact of vulnerability and how this might affect the consumer experience and outcomes
- Consumer vulnerability is fluid and dynamic; consumers can move in and out of periods of situational vulnerability
- Do not directly call consumers “vulnerable” as it is disempowering; it's the situations they find themselves in that make them vulnerable

Annex 2 – Off-Premises Sales

Sales Conducted in a Customer's Home (Off Premises Sales)

All cold calling is unacceptable and this includes cold calling by telephone. Salespersons and or assessors must not visit without a mutually agreed appointment first being made. The purpose and intent of any visit must be made clear to the customer.

The customer must be provided with literature describing the products and services available, together with actual price examples, or where exact prices are not possible (for example with a bespoke product) with price ranges. This information must be provided in advance of the visit unless this is not feasible for practical reasons (for example if a visit is to be conducted the same day). Prices, pricing examples or price explanations should be given on websites, to enable customers who have Internet access to gain an understanding of these in advance of the visit.

There should be no objection to the customer having a relative, friend or other advisor / carer with them when the salesperson/assessor visits. In certain circumstances this should be encouraged (for example if it is known that the customer has poor eyesight or that they struggle with paperwork).

Salespersons must not use high pressure selling techniques, such as offering inducements to force a quick decision, or knowingly take advantage of vulnerable customers. (Examples of what might be high pressure selling tactics are listed above in Pre-Contractual and Point of Sale Information).

Salespersons must immediately comply with any request that they leave the customer's home.

In regular circumstances, sales visits/presentations should last no longer than ***one hour***. In complex circumstances – for example, if a health services professional is present and is responsible for leading the assessment, or if multiple measurements must be made (to fit, e.g., a stairlift, homelift, walk-in bath, etc. – the visit should last up to a maximum of ***three hours***.

Distance Sales

When selling over the Internet, via mail order catalogue, or by telephone, information must be provided to the customer before they take the decision to buy, as required by, and set out in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Annex 3 – Consumer Rights Act 2015

Under the Consumer Rights Act 2015, certain standards apply to every transaction for the sale and supply of goods (including hire purchase, hire, part exchange and contracts for work and materials).

Retailer Liability

The person transferring or selling the goods must have the right to do so and the goods must:

Be of a satisfactory quality. Goods must be of a standard that a reasonable person would regard as satisfactory. In assessing quality, all relevant circumstances must be considered, including price, description and your or the manufacturer's advertising. Quality is a general term, which covers a number of matters, including:

- fitness for all the purposes for which goods of that kind are usually supplied
- appearance and finish
- freedom from minor defects
- safety
- durability

Be fit for a particular purpose. When a consumer indicates that goods are required for a particular purpose, or where it is obvious that goods are intended for a particular purpose and a trader supplies them to meet that requirement, the goods should be fit for that specified purpose.

Match the description, sample or model. When a consumer relies on a description, sample or display model the goods supplied must conform to it. If the goods do not conform, an offence may have been committed

Be installed correctly, where installation has been agreed as part of the contract.

Remedies for breach of the above

The short-term right to reject

If, when they are supplied, the goods do not meet the requirements above, there is a short period during which the consumer is entitled to reject them. This short-term right to reject goods lasts for 30 days unless the expected life of the goods is shorter, as with highly perishable goods. The 30-day period does not start until the consumer has ownership (or, for hire, hire-purchase and conditional sale, the consumer has possession) of the goods, and the goods have been delivered.

In addition, if the trader has agreed to do anything else to the goods (for example, to install them), the 30-day period does not start running until this is done. However, the short-term right to reject does not apply if the only breach is that the goods have been installed incorrectly.

If the consumer asks for or agrees to a repair or replacement during this initial 30-day period, the period is paused so that the consumer has the remainder of the 30-day period or seven

days (whichever is longer) to check whether the repair or replacement has been successful and to decide whether to reject the goods.

When a consumer rejects goods they can claim a refund (which can include the return of items handed over in exchange or part-exchange). This would be a full refund or, in the case of hire, a refund for any part of the hire that was paid for but not supplied. They are also released from all their outstanding obligations under the contract - for example, the outstanding instalments in a contract of hire purchase. A refund must be given without undue delay and in any event within 14 days of the trader agreeing that the consumer is entitled to a refund. In some cases (for example, where the exchanged goods have already been sold on) a refund cannot be claimed under the Act, but the consumer would be entitled to claim damages (monetary compensation) for any losses incurred.

The trader is responsible for the reasonable cost of returning the goods except where the consumer is returning them to the place where they took possession of them; for example, the retail shop where they bought them. However, the consumer is not required to return the goods to this place unless this was agreed from the outset as part of the contract. Even if the consumer returns goods to the shop, they may in some circumstances be able to claim some or all of that cost from the trader - for example, where a motor vehicle breaks down and the consumer has to pay for a recovery service to return it.

Repair or replacement

When there is a breach of contract, but the consumer has lost or chooses not to exercise their right to reject goods, they will be entitled in the first instance to claim a repair or replacement.

Where a repair or replacement is claimed, the trader must do this at no cost to the consumer, within a reasonable time and without causing significant inconvenience.

The consumer cannot choose one of these remedies above the other if the chosen remedy is either impossible or disproportionate as compared to the other remedy. Also, once the consumer has chosen a remedy, they must give the trader a reasonable time to provide that remedy.

The remedies fail if, after just one attempt at repair or replacement, the goods still do not meet the necessary requirements. The consumer does not have to give the trader multiple opportunities to repair or replace, although they can do so if they wish. The remedies also fail if they are not provided within a reasonable time and without causing significant inconvenience to the consumer.

In either case, where repair or replacement fail the consumer is entitled to further repairs or replacements, or they can claim a price reduction or the right to reject. The same rule applies if both repair and replacement are impossible or disproportionate from the outset.

Price reduction and the final right to reject

If repair or replacement is not available or is unsuccessful or is not provided within a reasonable time and without significant inconvenience to the consumer, then the consumer can claim a price reduction or reject the goods.

Where repair or replacement fail, are not available, or were not provided within a reasonable time and without causing significant inconvenience to the consumer, the consumer chooses whether to keep the goods or return them. If they keep the goods, then their claim will be for a reduction in price; if they return them, they are rejecting them.

A price reduction must be an appropriate amount, which will depend on all the circumstances of the claim. It can be any amount up to the whole price.

If the consumer rejects the goods, they are entitled to a refund. This refund may be reduced to take account of any use the consumer has had from the goods. However, no deduction can be made for the consumer having the goods simply because the trader has delayed in collecting them. Nor can a deduction be made where goods are rejected within six months of supply, except where the goods are a motor vehicle.

Additional compensation

Whatever remedy the consumer chooses or ends up with, they may also be able to claim compensation for losses that have been incurred. These losses might include the cost of any property damage caused by the goods, compensation for personal injury and compensation for the additional cost of buying equivalent goods if they are more expensive elsewhere.

The burden of proof

If the consumer chooses repair, replacement, price reduction or the final right to reject, and if the defect is discovered within six months of delivery, it is assumed that the fault was there at the time of delivery unless the trader can prove otherwise, or unless this assumption is inconsistent with the circumstances - for example, obvious signs of misuse. This rule is often known as the “reverse burden of proof,” as it reverses the normal rule that a person making a claim has to prove each aspect of that claim.

If more than six months have passed, the consumer has to prove that the defect was there at the time of delivery. They must also prove that the defect was there at the time of delivery if they exercise the short-term right to reject goods. Some defects do not become apparent until some time after delivery, and in these cases it is enough to prove that there was an underlying or hidden defect at that time.

Annex 4 – Consumer Fairness

Terms and conditions must not imply that consumers do not have rights beyond the end of any warranty/guarantee period. They must be appropriate for the type of business and customer mix and should be consistent across all forms of communication (hard copy, website, telephone).

If a product is built to a consumer's specifications (i.e.in a way that is not achievable with accessories/modular components and where additional fabrication outside routine manufacture is required, or using materials supplied by the customer), they must be made aware that the product will be "bespoke." Any changes this may cause to cancellation rights must be explained to them and must be notified to them in writing.

All verbal claims or promises made by the salesperson must be put in writing, either on the contract, on a separate form, or by letter.

Pricing information showing the total price and providing a breakdown, where appropriate, of that total showing e.g. delivery, VAT, credit charges, discount applied, part exchange applied, must be given in writing. Prices must be made available to the customer at the earliest possible stage.

Details of any finance agreement and APR should be explained in such a way that the customer understands how much they will be paying and what the terms of the contract are. Pre-contract information must be sent / presented on its own, allowing time for the consumer to pause and reflect on affordability and to compare credit, before being presented with the agreement to be signed.

Consumers must be given the option of paying for Payment Protection Insurance and other insurances up front, rather than these being automatically offered on credit. It must further be made clear that customers have the right to cancel hire purchase and conditional sale agreements and only pay 50%. This does not extend to the insurances mentioned above.

Details of delivery, installation, training, after-sales support, service and warranty should be made available prior to sale.

Delivery and completion dates should be discussed with the customer in advance of ordering/ making the purchase and a choice of delivery dates and times should be offered. For mail order and Internet orders, normal delivery times should be indicated. Should it become clear these can not be met, the customer must be informed as soon as practicable, with an honest explanation of the reason for the delay. The customer should have the right to cancel without penalty if the order is not delivered within the stipulated time.

Where tuition is necessary for safe use of a product, reasonable and fair tuition for its use under the conditions which the purchaser best describes as "normal" for his/her purposes must be offered prior to conclusion of a sale. If such tuition is declined, record must be made of that fact and the reasons given.

In particular tuition in the control of mobility vehicles should be given at the time of purchase and / or on delivery. Tuition levels will vary according to:

- the user's abilities and experience
- the type of vehicle
- the circumstances of use
- the kind of attendant support expected

Tuition should follow a proper assessment of needs, wishes, abilities and disabilities to enable selection of the most suitable vehicle and specification for user and circumstances. A vehicle should only be sold if the member can realistically expect the user to develop satisfactory control. (A document outlining tuition requirements is available on request from BHTA, as is one which sets out what should be recorded when assessing competency to use a powerchair or mobility scooter.)

Linked Goods and Services

If the product will need servicing regularly, an explanation must be given as to what is entailed, and the likely costs thereof should be outlined. It should be made clear whether maintenance is offered / available or will have to be obtained elsewhere.

Where appropriate, arrangements for insuring the product should be discussed, or leaflets regarding such insurance should be made available. If insurance is discussed, it must be made clear that it is cancellable, the consumer must be given the option to pay for it up front rather than as part of a credit agreement and it must be made clear to whom any refund will be paid in the event of cancellation.

Any optional guarantees / warranties must be explained, including who is offering them and what the benefits are, or leaflets that do this must be provided.

Clear, accurate information on the availability and price of all the above and any other linked goods and services must be provided in writing.

Instructions for Use / Manuals

Any instructions for use and manuals should be written in clear language, and those responsible for their production should be aware that versions in large print, or on audio tape, may be requested and this must be facilitated as swiftly as is practicable.

Such instructions/manual must be made available with all new products, and should, if feasible, be made available with second-hand products. The customer's attention should be drawn to user manuals and they should be informed of the need to read them thoroughly.

Depending on the nature of the product, the instructions/manual should cover all or some of the following (this is not an exhaustive list):

- Product name, description and intended purpose
- Name of manufacturer and/or supplier
- Illustration of the product

- Reference to any variants or accessories
- General, or detailed, dimensions
- General, or detailed, description of construction
- Explanation of how to use it safely
- Any known limitations
- Description of maintenance requirements including recommended frequency of servicing
- Cleaning / decontamination instructions
- Any specific warnings

Rental Products

Where product is rented, the terms and conditions of the rental must be clear and unambiguous, including responsibility for any damage to the product, insurance requirements, and, where appropriate, the responsibilities for decontamination / cleaning of the product, and packaging for return.

Annex 5 – After Sales Services

Code members are expected to provide a high standard of after sales service and to ensure a prompt and adequate service and repair policy.

Prompt will normally be taken to mean response and (where appropriate) visit within 3 working days of request, unless otherwise agreed. No customer should be without equipment on which they rely for mobility and/or daily living for more than 14 days. (Exceptions may occur, for example, where a customer has bespoke needs that cannot be met from normal stock held, or where a hospital/clinic appointments system must be followed, however every effort must be made to keep the period the customer is without mobility to a minimum.)

Guarantees/warranties must be in writing, and be clear and unambiguous. They do not affect a consumer's statutory rights and all guarantees and warranties used by Code members should carry a statement making this clear. Distributors and retailers must pass on the individual parts and labour guarantee offered by the manufacturer, and abide by the terms contained in the guarantee during its currency.

There must be no high pressure selling of additional warranties, nor any misrepresentation of their costs, coverage and any benefits they provide.

A minimum 3 month guarantee must be offered in respect of all repair work carried out.

It must be explained to the purchaser that no claim will be met under guarantee if the product has been abused in any way, or damaged by neglect, improper use or failure to maintain in accordance with the manufacturer's recommendations, or has been damaged in any accident. Abnormal wear and tear will also be considered when assessing a guarantee claim.

If, after purchase, the customer wishes to sell the product to another consumer, the transfer of a valid guarantee/warranty should be possible and a mechanism should be in place to facilitate this.

Maintenance agreements must be clear and unambiguous and the covered duration must be stated. If the agreement includes an annual service it should be evident whether the business will contact the customer to arrange this.

If a company has a buy-back policy this must be clear and unambiguous, and be outlined to the customer in writing in advance of the sale taking place. Any reason for not buying back the product, for example because it is single-use, or bespoke, must be stated and the reason made clear. Companies that do not buy back product under any circumstances should be prepared to make available an advice sheet on how to sell the product and advise on the likely second-hand value.

Customers must be given a clear explanation of the basis for charging for repair work not covered by warranty / guarantee and, where practicable, a written estimate in advance, of the anticipated costs of such work. (Customers have the legal right to refund, repair or replacement for goods that are identified as being faulty, as set out in the Consumer Rights Act 2015.)

When work has been carried out, a schedule of the work (labour, parts, etc) should accompany the invoice, detailing a breakdown of costs.

Adequate stocks of components/parts should be held to facilitate prompt service.

Customers should be given details of opening hours, contact telephone numbers and arrangements, if any, for emergencies out of hours.

Reasonable care should be exercised in protecting customers' property whilst in the company's possession and companies should not seek any disclaimers to avoid liability for loss or damage. Companies are advised to ensure they are adequately insured to cover such liability, as well as cover against any claims for death, personal injury and damage to property arising out of the demonstration of goods or their use after sale.

If a company is prepared to remove unwanted products, the terms under which they will do so must be made clear when this is requested, particularly in regard to disposal.

Annex 6 – Cancellation Rights

Consumer Credit Act 1974 – Consumers who enter into a credit agreement have a right to a 5-day cooling off period from the date the consumer receives a copy of the executed agreement regardless of whether the visit was pre-arranged.

Where cancellation rights apply or are offered, the customer must be informed under what circumstances they may cancel and these instructions should be plainly visible in the paperwork given to the customer, for example next to the signature box, and be in large bold type. Where a customer has indicated they have poor eyesight or are confused by paperwork, the salesperson should go through the paperwork with them.

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 a cancellation form must be provided setting out:

- that a cancellation period applies and the date from which it starts
- the length of the cancellation period
- how to cancel

If a deposit will not be refundable, or will be only part-refundable, this must be made clear when the customer places the order and the reasons for this must be described to them, in writing. If the customer cancels the contract properly full repayment should occur (unless, for example, the goods have been damaged after delivery), and in any circumstance moneys withheld should not amount to more than the net costs or net loss of profit incurred by the Code member.

Where deposits or advance payments are taken, members must use a payment protection mechanism to ensure that consumers are returned their money without undue delay should the member be able to fulfil the contract to supply goods or a service. Examples of this could include:

- Dedicated bank account[s] for customer deposits: A member company holds customer deposits in a dedicated bank account in order to access funds in a timely manner in the event of deposit return
- Third-party custodial accounts: A member company works with a 3rd-party financial services company to hold deposits on behalf of customers, similar to a Tenancy Deposit Scheme Custodial Deposit Protection mechanism

If a member chooses to offer a cancellation period longer required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (14 days) or to offer cancellation to customer other than consumers this should be clearly detailed by the member on their website and in their paperwork.

Annex 7 – BHTA Complaints Procedure

There is no charge to the complainant at any stage in the BHTA complaints procedure or the arbitration process described below. The combined process should normally be concluded within 90 days of BHTA being satisfied it has all the information it needs to address the matter.

When BHTA receives notification in writing of a complaint against a Code member, it will consider whether the company:

- has infringed the complainant's legal rights
- has been inefficient or caused undue delay in a way that has resulted in the complainant losing money or suffering inconvenience
- has not complied with this Code of Practice

BHTA cannot deal with a complaint if:

- the complaint is against a company that is not a Code member or the complaint relates to a point in time prior to the company becoming a Code member
- until the complainant has gone through the company's complaints process
- the complaint is being, or has been dealt with by a court, an alternative dispute resolution provider, or similar body
- the purchase was more than six years ago
- the complaint is deemed vexatious

BHTA will:

- need to see all the complainant's documentation
- ask the member to provide a full report within 7 working days
- look for evidence of any breaches of this Code
- attempt to settle the dispute by agreement between the two parties

If agreement between the member and their customer cannot be reached, the complainant has two options:

- To take up their own independent court action
- Referral by BHTA to an Alternative Dispute Resolution (ADR) procedure undertaken by an Independent Arbitrator (BHTA's current IA is a King's Counsel and Member of the House of Lords)

Where referral to the Independent Arbitrator is chosen, BHTA will pass all the evidence gathered, including copies of all correspondence to the Independent Arbitrator within five working days. Either party may make direct representation of further evidence to the Arbitrator. The Arbitrator's decision is binding.

Independent Arbitrator

The objective of the Arbitrator is to arrive at a conclusion that is fair and reasonable in the circumstances, looking at all the evidence presented by both parties. The Arbitrator is an individual who is independent from BHTA and from the industry. Technical expertise will be called upon for input should this prove necessary. The Arbitrator's initial reaction will be notified to the parties concerned within seven working days and normally, a conclusion should be reached within fifteen working days. If further evidence is presented by either party, this may prolong proceedings.

The Arbitrator's findings will be issued in writing and will give a summary of the facts, the conclusions and reasons for reaching them. The Arbitrator's decision is binding on both parties.

If the conclusion is that the Code member is at fault, the Arbitrator may for example give direction that they must:

- repay all money paid by the complainant
- replace or repair the product without charge
- take all reasonable steps, including any specified actions, to prevent a recurrence of any breach of this Code of Practice
- pay compensation to the complainant, the amount to be decided by the Arbitrator based on the evidence and circumstances
- pay any costs incurred by BHTA and/or the Independent Arbitrator