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Methods Of Selling

- 1.1 In selling/supplying goods or services, Trade Right International (and their Ambassadors) will comply with all law relevant to that sale/supply.
- 1.2 An Ambassador engaging in direct selling activities in a country outside the UK will comply to this Code of Best Practice and to any Code of Best Practice in their country or will conduct those activities in compliance with the WFDSA World Codes of Conduct for direct selling.
- 1.3 Trade Right International (and their Ambassadors) will comply with this Code and, in relation to distance or remote sales, with the Annex to this Code.
- 1.4 Trade Right International will ensure:
 - (a) That adequate initial training and information is given to all Ambassadors with particular regard to their responsibilities to the public; and that continuing training is made available throughout a Ambassador's contract;
 - (b) That Ambassadors are encouraged to take out adequate public liability cover where appropriate.
2. Members whose sales and/or recruiting methods include inviting would-be Ambassadors and consumers to meetings shall ensure that all invitations:
 - (a) Specify the purpose of the meeting;
 - (b) Explain that those invited are under no obligation to purchase anything.
 - (c) Invitees shall be given details of a named contact person and telephone/fax number or E-mail address.

Integrity

3. Trade Right International shall take all reasonable steps to see that Ambassadors act with integrity; and in particular:
 - (a) Do not use misleading, deceptive or unfair sales practices;
 - (b) Make personal or telephone contact with consumers only in a reasonable manner and during reasonable hours;
 - (c) Respect the customers' right to privacy and their right to bring any contact to an end;
 - (d) Describe the goods or products truthfully and accurately;
 - (e) Answer customers' questions honestly and clearly;
 - (f) Make only such verbal or written product claims with respect to product efficacy as are authorized by Trade Right International;
 - (g) Give clear and legally accurate information about price and all aspects of after-sales service;
 - (h) Abide by all current guidelines covering the promoting and selling of goods;



- (i) Refrain from in any way exploiting the customer, especially anyone who is particularly vulnerable;
- (j) Offer maximum co-operation to trading standards officers and other individuals or bodies (such as Citizens Advice Bureaux) representing consumers.

Fair Direct Selling

- 4.1 A phone call to make an appointment to visit a consumer should normally be made between 8am and 9pm.
- 4.2 When making an appointment to visit a consumer with a view to effecting a sale or soliciting or confirming (or interesting the consumer in placing) an order, the member or Ambassador should not misrepresent the sales process and should:
- (i) Make the appointment for a reasonable time of day, normally not to start before 8 am and planned to finish by 9pm, unless:
 - (a) It is a party plan appointment with a later finish time acceptable to the host/hostess; or
 - (b) The consumer gives his/her specific express consent to a later stated agreed planned finish time which is no later than 10pm (and the visit must not continue after 10pm).
 - (ii) Inform the consumer that the consumer will be under no obligation to place an order;
 - (iii) Inform the consumer as to all other purposes of the visit, e.g. to demonstrate/preview products;
 - (iv) If the visit is not a party plan sales event, inform the consumer as to the likely length of the visit, i.e. the total time which the Ambassador is likely to spend in the consumer's home, including any breaks that the Ambassador may take;
 - (v) Inform the consumer as to the different stages, if any, involved in the visit (including the likely length of any demonstration, or DVD presentation);
 - (vi) Where products are targeted at the elderly or infirm, check for any vulnerability (lack of understanding etc.) that the consumer might have. In such cases, the member should provide, and require its Ambassadors to use, an effective screening system able to identify vulnerable consumers.
 - (vii) Where a consumer is identified as vulnerable, take all reasonable steps to ensure that the vulnerability is not exploited, even unintentionally.
- 4.3 The following will normally be considered as examples of unfair direct selling practices:
- (i) Failing to comply with paragraph 4.1 and 4.2 above,
 - (ii) Failing to leave when the consumer requests a termination of a visit;
 - (iii) An unreasonably long visit to the consumer's home;
 - (iv) Falsely creating the impression that a consumer has won or will win a prize;
 - (v) Offering a discounted price unless the undiscounted price quoted is a genuine price at which retail sales of a significant number of goods could reasonably have been expected to have been made;
 - (vi) Offering a "there and then" discount except where the discounted price is £500 or less.
- 4.4 A discount offered during a visit to a consumer's home or place of work is a "there and then" discount unless, at the time it is offered, the consumer is informed that the discount will be available for at least a week thereafter.
- 4.5 A visit is unreasonably long if it exceeds the period reasonably necessary to carry out the purposes of the visit: e.g. demonstration of the product. In the case of a straightforward product easily demonstrated, a visit of reasonable length might not exceed 30 minutes. Party plan visits might well be much longer. Apart from party plan visits, a visit exceeding three hours would normally be too long.
- 5 Ambassadors must be able to satisfy Trade Right International that:
- (a) Appropriate steps are taken to protect private information given by consumers or potential consumers;
 - (b) They are familiar with current legislation on trade and consumer protection and Data Protection;



(c) Where appropriate they inform Ambassadors of their relevant legal obligations and keep them up to date with all changes as and when appropriate.

Advertisements

- 6.1 Advertisements shall be truthful and accurate and, as a general rule, shall incorporate a reference to their Ambassador code. Sales and promotional literature shall also be truthful and accurate.
- 6.2 Any advertisement placed must be agreed by with Trade Right International in order to check that the advertisement complies with the British Codes of Advertising Practice and Sales Promotion where relevant.

Identification

7. All Ambassadors should immediately:
- (a) Identify themselves to prospective customers;
 - (b) Explain the purpose of their approach;
8. Copies of this Code of Practice must be available for any customer upon request.

Order Forms

- 9.1 Only Trade Right International Ambassador Customers' Order Forms are to be used. These will:
- (a) Be clear and legible;
 - (b) Contain the Ambassador's full name and address;
 - (c) Set out any guarantee referred to in Rule 10;
 - (d) Set out the consumer's right of cancellation referred to in Rule 12;
 - (e) Give contact details of the Ambassador and indicate the Ambassador's contractual relationship with the consumer;
 - (f) Indicate the dispute resolution procedure.
- 9.2 A copy of an order must be given to the customer when it is placed. Either the order form, or some other document given to the customer at or before the time of the order, must contain clear information as to the terms and conditions of supply and must include information as to delivery/completion dates. Unless otherwise agreed, delivery/completion shall be within 30 days of the order.

GUARANTEES

- 10.1 Any guarantee of goods shall be clear and easy to understand.
- 10.2 Ambassadors must not add, delete or alter in any way the guarantee.

AFTER SALES SERVICE

11. When an after sales service is offered, details and limitations must be clearly stated in writing. Where a customer would normally expect an after sales service but none is offered, this must be stated in writing and given to the customer.

RIGHTS OF CANCELLATION & REFUND

- 12.1 Customers are allowed to cancel any order within 14 days from the date of an order and are informed of that right in writing on the order form. A full refund of the price or any deposit shall, subject to paragraph 12.2 and 12.3 below, be made forthwith. If the goods have deteriorated because the consumer has failed to take reasonable care of them, the Ambassador may make an appropriate adjustment.
- 12.2 Where a customer's contract (as set out in the customer order form) so provides, they may be required to pay a reasonable sum (including, if it is reasonable, the full contract price) for the goods supplied at the consumer's written request before the contract is cancelled:
- Goods which are supplied under a contract having a value of £500 or less and which it is commercially unrealistic to return to the member's general stock on account of them being:
- i) Made to the customer's specifications,
 - ii) Clearly personalised,
 - iii) By their nature unreturnable, or
 - iv) Liable to deteriorate or expire rapidly.



After a contract is cancelled, the consumer is under no obligation to return any goods for which he is required to pay a reasonable sum under this paragraph 12.2.

12.3 Returns Policy

Soaps and cosmetics can only be accepted for return if the item is:

- i) Damaged
- ii) Past it's 'Best Before' date
- iii) The item is unopened and unused

If any item is not what the customer ordered, a refund will only be issued if the item is unused and unopened and it returned within 14 days.

For damaged or faulty goods a replacement or refund will be made at the customer's request and upon receipt of the item.

12.4 Where the Ambassador is unable to supply goods or services, the Ambassador must make a full refund of any price or deposit, unless the customer agrees to accept substitute goods or services.

12.5 The cancellation and other rights given by this paragraph are in addition to any provided by law.

PRE-PAYMENTS

13.1 Where a consumer makes a pre-payment (or pays a deposit) under a contract to buy goods from an Ambassador who is acting as principal (as retailer), the Ambassador shall refund that pre-payment in the event that delivery of the goods is not possible. If the Ambassador is unable to (or fails to) deliver the goods and also is unable to (or fails to) refund the consumer's pre-payment, the member will either deliver the goods or else will itself make the refund.

13.2 An Ambassador who holds a consumer's pre-payment or deposit for longer than two working days must make provision for the protection of such payments in the event that the member is unable to deliver the promised goods or services. This does not apply to pre-payments or deposits paid by Ambassadors.

13.3 Refunds under this paragraph 13 are subject to verifiable evidence as to pre-payment and non-supply/non-delivery.

Self-Regulation & Complaints Handling

14. Trade Right International will:

- (a) Make regular audits of systems, procedures and documentation to prove compliance with this code of practice;
- (b) Inform Ambassadors in writing of to whom (name & postal address) they may address any complaint;
- (c) Have effective procedures for dealing with consumers' complaints and responding within a reasonable time (normally within ten working days);
- (d) Keep records of customers' complaints and of the action taken in response.

Breaches Of The Consumer Code

15. Any complaint about a breach of the Code (or its Annex) shall be treated in the following way.

- (a) The complainant may refer it:
 - (i) To the Chief Executive of Trade Right International; or
 - (ii) A Director of Trade Right International or
 - (iii) Their Supervisory Ambassador
- (b) If the complainant is dissatisfied with any solution proposed the following procedure will be used:
 - (i) The complainant will be asked to set out details of the complaint in writing;
 - (ii) The Director will send a copy of the written complaint to the member requesting prompt remedial action; the complainant will be kept informed at all times;
- (c) If the complainant is dissatisfied with the recommended action, or if the Ambassador fails to act as required by Trade Right International, Trade Right International take steps to sanction the Ambassador as outlined in section 18.



Sanctions

- 16.1 Where an Ambassador is found to be in breach of the Code (including the Annex), Trade Right International may require the Ambassador:
- (a) To repay all money paid by the complainant;
 - (b) To replace or repair any product without charge;
 - (c) To pay any costs incurred for technical advice or testing;
 - (d) To take all reasonable steps, including any specified steps, to prevent a recurrence of the breach;
 - (e) To pay compensation (not exceeding £500) to the complainant.

16.2 Trade Right International may recommend that the Ambassador appear before the Disciplinary Committee and may make recommendations as to the action it should take.

Disciplinary Committee

- 17.1 The Disciplinary Committee shall consist of two Directors of Trade Right International and one Supervisory Ambassador. The Disciplinary Committee shall consider all the evidence and may call for written or oral evidence from any person. The Disciplinary Committee's decision will formally be a recommendation to Trade Right International of any one or more of the following:
- (i) No action be taken;
 - (ii) The member be required to undertake a specified course of remedial action;
 - (iii) Issue by Trade Right International a formal warning;
 - (iv) Suspension of the Ambassador for a stated period;
 - (v) Expulsion of the Ambassador.
- 17.2 The Disciplinary Committee shall send its report to the complainant and the Ambassador and the Directors of Trade Right International.
- 17.3 The Ambassador is bound by the adjudication.
- 17.4 Trade Right International may not reverse or overturn the decision of the Disciplinary Committee. Upon application by the Ambassador, however, or on its own initiative, Trade Right International may refer the decision back to the Disciplinary Committee for re-consideration

Definitions

"Ambassador" means any person involved in direct selling in any capacity;

"direct selling" means the direct selling of consumer products either in the home or away from normal retail premises by which a salesperson either: demonstrates the product or presents a product catalogue; or, collects an order; or arranges for the delivery of the products; or collects payment for the product or arranges for credit;

"product" means any goods or services.



Annex to Code of Practice for Consumers

This Annex gives additional protection to consumers who buy goods or services by remote or distance sales contracts.

Remote Or Distance Selling

1. This Annex supplements Trade Right International's Code of Best Practice for Consumers. It applies where goods or services are sold to consumers by sales which are remote sales or distance sales, for example where a consumer places an order over the telephone, by mail or over the internet.
In those cases Trade Right International (and their Ambassadors) will comply with:
 - (a) The terms of this Annex;
 - (b) The requirements of the Consumer Protection (Distance Selling) Regulations 2000.

Consumer Information

- 2.1 Trade Right International will ensure that consumers are given full information, clear and comprehensible, both before the contract is concluded and also in writing (or other durable form) before or at the time of performance of the contract or delivery of the goods.
- 2.2 The information must include details of the consumer's right of cancellation under paragraph 3 below.
- 2.3 The information must also include: the seller's/supplier's name and address, a description of the main characteristics of the goods or services, the price (including for how long it is valid and whether it is inclusive of VAT and delivery), arrangements for delivery/performance and payment, charges for delivery (where the price does not include them).
- 2.4 The information given in durable form must also include: the conditions and procedures for exercise of the consumer's right of cancellation, a geographical address where any complaints can be sent; information as to any guarantees or after-sales services.
- 2.5 Trade Right International will observe the information-giving requirements of the Consumer Protection (Distance Selling) Regulations 2000.

Rights Of Cancellation

- 3.1 In the case of services Trade Right International must ensure that customers are allowed to cancel any order within 14 days from the date of the contract being made and are informed of that right in writing.
- 3.2 In the case of goods Trade Right International must ensure that customers are allowed to cancel the order within 9 working days of delivery (or, if it is later, within 14 days of the order).
- 3.3 A full refund of the price or any deposit shall be made forthwith.
- 3.4 By way of exception, there is no right of cancellation of a contract for the supply of the following goods or services, provided that the customer has been informed in writing prior to the contract that he will not be able to cancel the order.
 - (a) Any services (other than services to be provided continuously on a long term basis), where performance has with the consumer's consent begun before the end of the cancellation period.
 - (b) Goods which are supplied under a contract having a value of £500 or less and which it is commercially unrealistic to return to the member's general stock on account of them being:
 - (i) Made to the customer's specifications,
 - (ii) Clearly personalised,
 - (iii) By their nature unreturnable, or
 - (iv) Liable to deteriorate or expire rapidly.

Performance

4. Unless otherwise agreed, delivery/completion shall be within 30 days of the order.

Fraudulent Use Of Payment Card

5. Where, in relation to a remote or distance sale, fraudulent use is made of a consumer's payment card by someone else not acting as his agent, the consumer is entitled to cancel the payment and to have his account re-credited. Trade Right International will co-operate with card issuers in ensuring this right of consumers is honoured.

