



Code of Practice for the Kitchen Bathroom Bedroom Specialists Association

1. Introduction and definitions

- 1.1 The purpose of this Code is to give kitchen, bathroom, bedroom and home office specialists and their customer's practical guidance in the process of buying and selling fully fitted kitchen, bathroom, bedrooms and home offices by recommending procedures and practices which ensure good service and the customer's satisfaction.
- 1.1.1 The KBSA definition of a kitchen, bathroom and bedroom and home office specialist is:
A company or firm which, having showrooms displaying fitted furniture and equipment, and whose representatives have detailed knowledge of all such goods, designs kitchen, bathroom, bedroom and home office layouts specifically to the customer's requirements and will agree to supply and install all the furniture and equipment in accordance with agreed designs.
- 1.1.2 The Code has no relevance whatsoever to companies offering a lesser services, i.e. retailers who do not contract to install, direct sales companies who do not have showrooms, or any other company which does not offer all four distinct services of the kitchen, bathroom and bedroom specialists:
- DISPLAY
 - DESIGN
 - SUPPLY
 - INSTALLATION
- 1.1.3 In their Code the products of the kitchen, bathroom and bedroom specialist will be defined as follows:
- 1.1.4 'Units' will include all the kitchen units, cupboards or cabinets, worktops and fixed breakfast/eating bars.
- 1.1.5 'Furniture' will include all free-standing tables, chairs and stools.
- 1.1.6 'Fittings' will include sinks, taps, inset chopping boards and any item which is fitted or fixed to units but which is not connected to a gas or electricity supply.
- 1.1.7 'Appliances' will include all cookers, washing machines, dishwashers, refrigerators and any device which is permanently connected to a gas or electricity supply.
- 1.1.8 'Finishing's' will include all floor and wall tiles, floor coverings, wall coverings, paints, varnishes and lacquers, etc.
- 1.1.9 'Materials' will include all sundry fixings, adhesives, timber and building materials.
- 1.1.10 'Works' will include all on-site constructional, installation, plumbing, electrical and finishing work.
- 1.2 The scope of the Code will cover the complete range of activities which involve a relationship between the kitchen, bathroom, bedroom specialist and the customer. It will be sub-divided into each area of activity:
- 1.2.1 Advertising, sales promotion and public relations.
- 1.2.2 Display, price-marking and point-of-sale materials.
- 1.2.3 Information given verbally to potential and actual customers.
- 1.2.4 Written and printed information, drawings, plans, illustrations and quotations.

- 1.2.5 Receipt of orders, confirmation, and delivery advice.
- 1.2.6 Delivery and installation, advice of usage and care of all goods supplied, manufacturers' warranties and guarantees.
- 1.2.7 Complaint procedures, conciliation.
- 1.2.8 Staff training and knowledge.

2. Aims and objectives

- 2.1 The broad aim of the Code is to advise the kitchen, bathroom and bedrooms specialist of procedures which assure the customer of good service.
 - 2.1.1 The quality of information given to the customer should be of a high standard. It should be accurate and reflect a considerable depth of product knowledge.
 - 2.1.2 Systems of communication should be maintained to keep the customer well informed at all times during any transaction.
 - 2.1.3 Systems should be maintained to ensure the customer's wishes and requirements are properly recorded and acted upon where necessary.
- 2.2 The final aim of the Code is to define the procedures to be adopted in the event of complaints.

3. Code of practice

- 3.1 Advertising, sales promotion and public relations.
 - 3.1.1 Members will comply, in advertisements, with the British Code of Advertising Practice and the IBA Code.
 - 3.1.2 Advertising and promotional copy must be clear and unambiguous. If special offers are advertised which are conditional, the condition's must be clearly stated. The basis of any value quoted must also be defined in accordance with the current Price marking (Bargain Offers) Order.
- 3.2 Display, price marking and point-of-sale materials.
 - 3.2.1 Displayed goods should be of a standard which the customers may expect to enjoy in any goods of the nature installed as a result of any transaction.
 - 3.2.2 All prices shown should comply with current price legislation regarding VAT and, where appropriate, be qualified by 'exclusive/inclusive of fittings/installation'.
 - 3.2.3 There should be no obligation to display prices, as, it is acknowledged, conclusion can arise due to the infinitely differing circumstances of each transaction. Members, should, however, be equipped and prepared to give written or verbal price guidance on request.
- 3.3 Information given verbally to potential or actual customers.
 - 3.3.1 Members and their staff will take care to avoid making statements which cannot be substantiated or commitments which cannot be met. They should make it clear that wherever any statement of price, quality or delivery is given, it is a rough estimate. They also undertake not to accept deposits for any work where there is a reasonable cause for doubt about the completion of a contract.
 - 3.3.2 When a member's planning or design service is chargeable, sales staff will make it clear, before agreeing to undertake the service, how it is to be charged and when. It should also be made clear whether the charge is refundable in the event of an order being made, how the refund would be made, and whether the plan and/or designs will be retained or passed to the customer prior to a purchase agreement.

- 3.3.3 If advice relating to credit transactions is to be offered, the member will ensure that a valid brokerage license under the terms of the Consumer Credit Act is in the company's possession.
- 3.4 Written and printed information: drawings, plans, illustrations and quotations.
 - 3.4.1 When printed lists of manufacturers' prices are given to a customer, the member will ensure that it is current and will inform the customer or any known impending price increase or any other departure from that printed list.
 - 3.4.2 All literature, brochures and catalogues given to customers should be up-to-date, as far as possible. If any major changes of specification are not noted, the customer should be informed.
 - 3.4.3 Drawings, plans and illustrations of proposals for kitchen improvements are prepared for the customer, should not seek to overstate the benefits offered by the improvements, e.g. by omitting an inelegant central heating boiler.
 - 3.4.4 Quotations are not offers for sale but an invitation to trade. An order for goods and/or services is not binding until accepted in writing by a member.
 - 3.4.5 All offers of credit terms will comply with the provisions of the Consumer Credit Act.
 - 3.4.6 If any eventual agreement is to be under the governance of a written contract, sale agreement, or form of conditions of sale which will require the customer's signature, a sample copy of a contract, agreement or form, should accompany the quotation unless such a copy has been given to the customer on a previous occasion.
- 3.5 Receipt of orders, confirmation, and delivery advice.
 - 3.5.1 When a deposit is taken, its receipt will be acknowledged in writing within seven working days.
 - 3.5.2 When an order is placed, it will be confirmed in writing within seven working days and the approximate date of delivery/installation will be stated.
 - 3.5.3 Unless an order is for a simple supply and/or service, confirmation of it will be accompanied by a detailed specification of goods to be supplied and services to be undertaken; and, unless they are already in the customer's possession, sufficient plans and/or illustrations so that the customer can check thoroughly that they comply with their requirements. The customer will be given a period of five working days to notify any omission, error or deviation from their requirements.
 - 3.5.4 If a member is made aware of any substantial delay in delivery to them of goods ordered on a customer's behalf, they will inform the customer accordingly. In the case of a simple supply and/or service, the customer will be offered an alternative supply if an appropriate alternative is available, or refund of deposit if the revised delivery estimate proves unacceptable. In the case of a more substantial supply the member will use their best judgement to decide whether it is in the customer's best interest to offer an alternative supply or a revised estimate of delivery. They will undertake to employ their best endeavours to improve any revised delivery estimates and to keep the customer informed in a timely manner of any change of circumstances.
 - 3.5.5 When a member is in a position to set a positive date for delivery and/or installation, they will give the customer reasonable notice, in writing, of when delivery/installation will take place and will give reasonable notice of any monies which will fall due for payment.
- 3.6 Delivery and installation, advice on usage and care of all goods supplied, manufacturers' guarantees/warranties.
 - 3.6.1 Deliveries will be made at pre-arranged times. The member will give an approximation of the time at which delivery will take place, e.g.: 'between 11.00am and 1.00pm on Monday', and the customer will not be expected to wait all day for a delivery.
 - 3.6.2 Commencement for works will be arranged in the same way as delivery (see 3.6.1 above).

- 3.6.3 When installation work to be carried out by a member involves co-ordination with other contractors working on site, the member will use their best endeavours to adhere to the agreed timetable. The member will liaise as far as possible with other contractors as required.
- 3.6.4 When the nature of works involves the member's personnel passing through or working in areas of the customer's home other than the kitchen, the member will take steps to prevent the damage or soiling of furnishing and décor.
- 3.6.5 Unless other arrangements are made under the sale agreement, the member will undertake to clear away from the customer's home all debris, rubble and packaging resulting from their works, and leave the kitchen area in a clean and tidy condition.
- 3.6.6 The member will at all times give the customer reasonable notice of any date or time that payment is due.
- 3.6.7 If, at any time during delivery and installation, it becomes apparent that any part of the units, furniture or fittings supplied are defective or damaged, the member will undertake to place an order for replacement parts within three working days of the damage or defect being noted or being notified by the customer. When damage or defect is due to misuses or accident on the part of the customer, an order for chargeable replacement parts will be placed within three working days of the customer's agreement that such a replacement is required.
- 3.6.8 The member will undertake to inform the customer in writing of the likely day of delivery of replacement parts and to make arrangements to deliver and/or install them within ten working days of receiving them.
- 3.6.9 The member will undertake to urge their suppliers to give a high priority to the delivery of replacement parts, and in the event of a delay beyond the expected date of delivery, to make frequent and persistent representation to the supplier to expedite the delivery.
- 3.6.10 If, at any time during or after an installation, a defect arises in an appliance or in any goods supplied which are covered by a manufacturer's guarantee, warranty or service agreement, the member will undertake to give every possible assistance to the customer in arranging service calls and performance under the guarantee, warranty or service agreement.
- 3.6.11 The member will undertake to give the customer adequate guidance in the use, care and cleaning of all goods supplied, and to inform the customer of any special provisions made by manufacturers for further instruction in the use of appliances.

4. Health & Safety

- 4.1 The member agrees to comply with all current Health & Safety Legislation.

5. Waste Legislation

- 5.1 The member agrees to comply with current Environmental Waste Legislation.

6. Consumer Protection

All members of the KBSA are required under the criteria of membership to register all consumer/domestic contracts on either one of the two KBSA Consumer Protection Schemes.

The retailer registers the customer's contract, after which the customer receives their certificate of insurance directly from our insurer. Remember, no certificate, no cover!

6.1 Consumer Care

KBSA ConsumerCare Deposit Protection Scheme is a scheme to protect the customer of a full member of the KBSA in respect of deposits up to 25% of the total contract price.

The protection of the KBSA ConsumerCare Deposit Protection Scheme is only available where the KBSA member has ceased to trade having taken a deposit and failed to supply the goods offered. The insurance protection is co-insured by Guarantee Protection Insurance Ltd (GPI) and Red Sands Insurance Company (Europe) Limited (RSL), and is administered by Warranty Services Ltd (WSL). The KBSA ConsumerCare Deposit Protection Scheme only applies to the immediate business failure of a current approved member and does not cover failure by any third party supplier or company, including builders/developers.

6.2 ConsumerCare Plus

Some KBSA members offer additional protection for their customers, in the form of ConsumerCare Plus. The insurance protection is co-insured by Guarantee Protection Insurance Ltd (GPI) and Red Sands Insurance Company (Europe) Limited (RSL), and is administered by Warranty Services Ltd (WSL).

Terms & Conditions apply – please see policy wording for full details.

Full details and telephone confirmation of cover can be obtained for both elements of cover from the Insurance Scheme Administrators, Warranty Services Limited by telephoning – 01292 – 268020 .

Please note as a customer you must be in receipt of your insurance certificate for proof of cover.

7. Complaints

- 7.1 The member is required to have a complaints procedure in place and this should be sufficient to resolve any complaints from their customers. Members are expected to deal with their customers in an honest and fair manner and must keep a record of any complaints made against them. When being audited, members will be expected to provide evidence to show that such a complaints procedure is in place and managed effectively.
- 7.1.1 The Member agrees to abide by the Association's Complaint's procedure and to co-operate fully if a complaint is referred to the Association and (agrees to be bound by the Arbitrator's decision).