

MOTA (THE MAIL ORDER TRADERS' ASSOCIATION)

Is an association of leading general catalogue mail order companies in the United Kingdom

For members of the Association see www.mota.org.uk.

Mail Order Trading

Members issue catalogues covering a wide range of goods.

Members deal with the general public either through agents - or directly with the general public by post, telephone or the internet.

The methods of trading adopted by members are recognised and appreciated by the public as offering the following advantages:

- The provision of a comprehensive catalogue fully and accurately describing goods offered for sale from which the public can readily compare prices and values.
- The facility to order goods from the home after unhurried consideration and without high-pressure salesmanship.
- A clear and written statement of conditions of trade including prices and credit terms.
- A prompt refund of any money paid for goods returned within the specified time limit subject to applicable conditions.
- A prompt refund of any money paid in respect of goods which do not meet their description or repair or replacement if appropriate.

Code of practice

In offering these facilities members accept an obligation to the public and, in recognition of this obligation, adopt methods of trading that are wholly consistent with the public interest and give better consumer protection than is required by law. The code of practice has been drawn up by the Association to formalise these existing trading methods.

The code of practice has the support of all members. Any persistent breach of the code by a member shall be brought by the Secretary to the notice of the directors of the Association who shall deal with the case under the rules of the Association.

All members will display clearly - in their catalogues and websites the code of practice statement agreed by the Association, for the information of agents and customers. The code of practice statement is given at Appendix 1.

This Code should also be read in conjunction with relevant legislation, including:

Supply of Goods Act
Misrepresentation Act 1967
Consumer Credit Act
Consumer Protection Act 1987
Data Protection Act 1988
Trade Descriptions Act 1968
Unsolicited Goods and Services Act 1971
Consumer Protection (Distance Selling) Regulations 2000
Electronic Commerce (EC Directive) Regulations 2002
Sale of Goods Act 1979 (as amended by the Supply of Goods and Services Act 1982)
The Sale and Supply of Goods to Consumers Regulations 2002
Control of Misleading Advertisements Regulations 1988
Unfair Terms in consumer Contracts Regulations 1994 and 1999

EMOTA Code of Practice
www.emota.org

Code of Practice

- 1) Members accept an obligation to their agents, customers, the general public - to adopt methods of selling that are consistent with the interest of consumers and the public.
- 2) The Code of Practice shall be honoured in both letter and spirit.
- 3) Members shall endeavour to keep themselves informed of all consumer legislation and any relevant Codes of Practice.

Advertising

- 4) Advertising shall be clear, truthful and accurate and shall not mislead customers about the goods or services offered. All advertising and promotional material produced by its members shall comply with the code drawn up by the Advertising Standards Authority and if broadcast with the Code of OFCOM insofar as they are applicable.
- 5) Catalogues and advertisements shall contain the trading name of the member concerned and an address to which enquiries or complaints may be made. Statements shall be accurate in content and intention and shall not mislead whether by omission or otherwise. No claims or comparisons shall be made in any publication without adequate substantiation being available at the time the claim is made.
- 6) The terms of business adopted by members shall be so published as to be easily available to all agents and customers. Agents shall have the right to terminate their agencies without explanation at any time upon discharging all liabilities for money and goods and upon supplying the Member concerned with all information reasonably needed.
- 7) Members shall endeavour to ensure that literature or catalogues are not mailed to minors, that mailing lists are kept as accurate and up to date as practicable and that the names and addresses of persons who have asked to be deleted (either direct to the member or through the Mailing Preference Service) are removed without delay

Sales promotions

- 8) No advertisements shall describe goods or samples as "free" unless the goods or samples are supplied at no cost or no extra cost (other than actual postage/carrriage) to the recipients. Conditional gifts may be described as "free" only when the conditions are defined in close proximity to the word "free".
- 9) A gift shall not be described as "free" if the article to be purchased is increased in price or decreased in quality as a result of the offer.
- 10) The terms on which premiums and gifts form part of any offer shall be clearly stated and particularly, whether their distribution is conditional upon order or purchase.
- 11) No schemes involving the availability of prizes to members of the public shall be permissible as a marketing incentive unless the rules governing entry are clearly stated, and any special conditions that may apply are clearly explained.

Relationship with agents

- 12) Where members trade via agents, they are appointed at the discretion of the members and act on their behalf. Members recognise the importance of good relations and effective communication with agents. Clear instructions to agents on how to operate their agency will be provided, together with all the necessary forms. Members shall make reasonable provision for the handling of communications whether written or by telephone. These shall be dealt with quickly and fully.

Information for the customer

- 13) Full and clear information shall be given in catalogues in relation to the goods offered. In particular, members shall ensure that customers are able to obtain from the catalogue, where relevant, information about the following:
 - i) Size
 - ii) Colour – availability and accurate description
 - iii) Materials used
 - iv) Important restrictions
- 14) Full and clear instructions shall be given in the catalogue regarding methods of ordering and measuring for items such as clothes, shoes, blinds, curtains and floor coverings.
- 15) Full and clear instructions for installation, assembly, use, care and cleaning shall be included with the goods where relevant.

Supply of Goods

- 16) Except where otherwise clearly stated, members shall either despatch goods "on approval" - or shall give customers the right of cancellation by returning the goods. In both cases, unused goods shall be returnable within a certain period of their receipt by the customer through the agent or direct from the customer (if appropriate) without any obligation of any kind other than to take reasonable care of the goods. The period during which the customer may return goods shall be specified by the individual member firm concerned and shall not be less than (14) days. Any money paid in respect of the purchase price of such goods shall be promptly refunded in full.
- 17) If goods are found not to be of satisfactory quality or fit for their purpose, they may be returned and a replacement (if requested and available) may be sent or a repair may be undertaken or the money refunded in full or in part as appropriate. If the goods are returned, customers have the right to reclaim any carriage costs incurred. If a fault can be repaired locally customers may, by prior agreement, authorise the repair and be reimbursed in full for the costs incurred.
- 18) Where goods are found to have been damaged in transit, they may be returned and a replacement, if available, shall be despatched - If a replacement is not available, the member will on request offer a full refund of any monies paid, including carriage costs if applicable.
- 19) If the goods are not available, members may supply for approval a close substitute returnable at the customers option, rather than disappoint the customer. All substitute goods will be sent on approval, returnable without cost to the customer.

Prices

- 20) All goods offered for sale in the catalogues or advertisements shall have a clear indication of the cash price including VAT at which they are offered at the time of printing.
- 21) When a price reduction is offered, the extent of the reduction shall be made clear.
- 22) Members who wish to reserve the right to adjust their prices within the life of the catalogue shall make this clear in their catalogues. Goods which have been subject to a price increase other than VAT can provided they are in resaleable condition be returned within the approved period without cost to the customer.

Availability of goods

- 23) Members shall ensure that as far as possible goods and catalogues are available throughout the life of the catalogue.

Surcharges and restrictions on availability

- 24) If the availability of any items in the catalogue is restricted to certain parts of the United Kingdom, this shall be clearly stated. If an additional delivery charge is made for despatch to certain areas, this shall be made clear and shall not exceed the extra cost of doing business in the areas involved.

Service and Repair Facilities

- 25) For goods normally requiring servicing, members will - only offer items for which appropriate servicing facilities are available.
- 26) Members will inform customers of servicing arrangements on request.

Non-optional Extras, postage and packing and delivery of goods

- 27) Customers shall be left in no doubt as to the total cost of any goods or services offered. In particular, members shall make it clear whether:
- a) The cost of any non-optional extra is included in the price of any item and, if not, what additional cost is involved;
 - b) The cost of postage and packing or delivery is included and, if not, what these costs are.

Assembly of goods

- 28) Where goods are delivered to the customer in an unassembled form, the catalogue shall clearly indicate this.
- 29) Comprehensive instructions, including any appropriate safety precautions, shall accompany all goods to be assembled.

Safety standards

- 30) In their merchandise control systems, members shall observe relevant safety requirements of the British Standards Institution.

Delivery Dates

- 31) Members shall check periodically with their suppliers about the delivery position of their goods listed in their catalogues and where estimated despatch is unduly delayed, the agent or customer, as appropriate, shall be informed.
- 32) If specifically quoted delivery dates are not met, customers may exercise their right to the return of any money paid and the cancellation of the order.

Collection of debts

- 33) Before instituting legal action for the collection of debts, members shall take all practical steps to ensure the identity of the debtor has been correctly established and that the debt has not been settled. Where debt collection agencies are employed, members shall require that the same degree of caution is exercised before any proceedings are taken on their behalf.

Relationship between agents and customers

- 34) Agents shall be given information to enable them to explain to customers the methods of trading of the member. Agents shall be informed how they should deal with any customers who default on their payments or find themselves unable, due to extenuating circumstances, eg. illness or unemployment, to keep to the prescribed period of payment.

Monitoring

- 35) Members shall maintain a system of monitoring complaints from agents and customers about their service and products so that appropriate remedial action can be taken.
- 36) Members shall report to the Association annually on the working of the code. The Association will analyse these reports together with any complaints about the code and matters referred to the Association for conciliation.

Complaints procedure

Step one

- 37) Agents and customers who for any reason feel that there are grounds for complaint should write to the member concerned at the address indicated in the members' catalogue.
- 38) Members shall give clear instructions in their catalogues or other relevant literature about the procedure for making complaints. If possible, a specific department should be named. Members shall examine problems speedily and sympathetically and take decisive action whenever they can.

Step two

- 39) If a complaint is not resolved satisfactorily after reference to the member, the matter may be referred for conciliation to the Chief Executive of MOTA (The Mail Order Traders' Association) at the following address:

MOTA (The Mail Order Traders' Association)
PO Box 51909
London SW99 0WZ

Or by email to: mota@mota.org.uk

Step three

- 40) If the complaint is still not resolved to the satisfaction of the customer, the Secretary shall advise the customer on how to proceed. The customer may seek resolution of the complaint under special low cost arbitration arrangements administered by the Institute of Arbitrators. Under these arrangements, arbitration will normally be on the basis of documents only. Alternatively, the customer may, of course, seek redress in the County or Sheriff Court, where simplified small claims procedures in England and Wales, and the Summary Cause procedure in Scotland, may be applicable.

Appendix 1

Statement for inclusion in mail order catalogues

We subscribe to the Code of Practice established by MOTA (The Mail Order Traders' Association) - We undertake to deal with any complaints speedily and sympathetically. If any complaint cannot be resolved by us to the satisfaction of the customer, we offer to refer the problem for conciliation by: -

The Chief Executive
MOTA (The Mail Order Traders' Association)
PO Box 51909
London
SW99 0WZ

Or by email to: mota@mota.org.uk