



CODE OF CONDUCT FOR BETA RETAILERS AND FEED MERCHANTS

The Code of Conduct and this Guide have been drawn up in the interest of fair competition within the equestrian industry and of fair trading with customers.

ADVERTISING

All advertising and display material shall comply with both the letter and spirit of current legislation and of the codes and regulations produced by the Advertising Standards Authority. All advertising shall be clear, truthful and accurate and shall not intentionally mislead any customer about the services or goods for sale or offered. No member should advertise goods for sale or offer services in the knowledge that when the advertisement appears before the public either the goods will not be available or the Member will be unable to provide the service to the customer. Members shall display a notice stating clearly the opening and closing hours of the premises. Members shall not display any notice or sign which may mislead the customer who has purchased the goods subsequently found to be faulty about its legal rights. For example: 'No Goods Exchanged' and 'No Refunds Given', are prohibited.

REPAIRS

Under common law the materials used in repairs shall be fit for the purpose and repairs should be carried out in a proper and workmanlike manner. All repairs should be carried out within a reasonable period of time. Every attempt should be made to avoid damage during repair. A retailer shall not undertake a repair if the article cannot be repaired in a satisfactory manner in his opinion and he shall say so to the customer. A ticket with the estimated date of collection shall be given and a record of the repair.

EXCLUSION OF LIABILITY

Members should not attempt to limit their liability for the repairs they do. However, where a repair is especially difficult and a perfect repair cannot be guaranteed or where there is an obvious risk that the tack might be damaged whilst being repaired the member should bring this to the notice of the customer and if the customer still wishes the repair to be done the member should note on the ticket any agreed limitation of liability.

SALE OF GOODS

Under the Sale of Goods Act 1979 goods should:
Meet with the description given them on the label, by salesmen or elsewhere.
Be of satisfactory quality, that means the goods must meet the standard a reasonable person would regard as satisfactory taking account of any description of the goods, the price if relevant and all other relevant circumstances.
If a customer asks for the goods to perform a specific purpose, then the goods supplied must serve that specific purpose. If the seller is not confident that the goods will meet the particular requirement this must be made clear to the customer.

PRICING

All goods to be sold should have clear indication of the cash price (inclusive of VAT) at which they are offered for sale.

PRICE REDUCTIONS

Where a price reduction is offered the member should ensure that it is clearly understood and easily verifies by the customer. Imprecise comparisons with claims of 'worth', 'value' and 'price elsewhere' are not to be used. Where the member wishes to show a price reduction the following methods are recommended. A reduction from the member's own previous price or charge. The claim should include:

- i) The current price
- ii) The previous price or reduction from it
- iii) The nature of the higher price eg 'our previous price'

A reduction from the producer's or manufacturer's recommended price. The claim should include:

- i) The current price
- ii) The recommended price of reduction from it
- iii) The nature of the higher price eg 'Manufacturer's Recommended Price'

In making these statements, however, the member should at no time attempt to confuse or mislead the customer, or falsely describe any of the goods or services offered at a discount and ensure at all times that the Consumer Protection Act 1987 is followed.

DEPOSITS

Whenever a member accepts a deposit for goods to be ordered he should give the customer a receipt and should indicate as clearly as possible the expected delivery date. If delivery is not made within one month of the date specified the customer shall be given a full refund if he wishes it. The member shall reserve the right to dispose of the goods if not collected within one month of the specified date.

DISPOSAL OF UNCOLLECTED ARTICLES

Members are entitled within the terms of the Code to display a notice to the effect, or otherwise clearly make known to any customer, that any article left for repair not collected within twelve months, or such period not less than 3 months TORTS (Interference with Goods) Act 1977 as may be stated, may be disposed of by the member and the proceeds applied to defray the process charge. This right will be exercised only after all reasonable attempts have been made to contact the customer with a view to his collecting the articles and paying the appropriate charge.

ADVICE

The member should always be ready to offer the customer advice about the repair of tack, in particular the materials to be used and about subsequent care needed for the tack.

COMPLAINTS PROCEDURE

Repairs: In the event of a repair being unsatisfactory as a result of defective materials or poor workmanship the member should offer to correct the defect promptly and free of charge.

Goods: Strictly speaking in law the customer is only entitled to return faulty goods and have his money returned or to be paid compensation or both. What exactly he can demand depends on particular circumstances, for example, how serious the defect is or how soon he returns the goods. In practice, the member will often be willing to remedy the defect himself or have it remedied by the manufacturer. But this can only happen if the customer agrees. Similarly the customer does not have to accept a credit note where goods are faulty. The customer may wish to have a replacement or a similar article instead of his money back, but the member has discretion whether to agree to this. Complaints badly handled often take on an importance quite out of proportion to the nature of the dispute itself. To prevent this happening the member should ensure that he and his staff deal with all complaints promptly and politely. Wherever possible a senior member of staff should decide what action is to be taken.

If the member decides that the customer has not got a justifiable complaint he should explain politely why he thinks so and if the customer appears still not to be satisfied he should be told that BETA or the local Trading Standards Department, Consumer Advice Centre or Citizens Advice Bureau (whichever is appropriate) is prepared to conciliate and help to settle the dispute. In order to obtain maximum co-operation with local consumer protection officials, the member should contact them as soon as convenient and discuss with them the operation of the Code. In those cases where a dispute cannot be resolved, both parties either collectively or individually may ask BETA to obtain an independent test report or assessment. This will normally be done through the institute of Arbitrators and the cost is chargeable to both parties. Copies of the report issued as a result of such reference must be made available to all parties in the dispute. Any findings favourable to the customer should be honoured by the member. To do otherwise could be considered a direct breach to this Code of Conduct.

CO-OPERATION WITH RETAILERS AND MANUFACTURERS

Complaints which appear to be attributable to poor manufacturers or the use of poor materials should be passed to the manufacturer direct or via BETA. Action may then be taken to prevent similar complaints arising in the future.

TRAINING

Retail staff should be encouraged to attend any relevant training courses to improve their skill and efficiency. Retail staff should receive training in matters relating to their work, including product knowledge, customer approach and the commercial policy of the Company.

MEDICINES

Retailers selling Saddlers List Medicines must also comply with the Code of Practice (Saddlers List Products) and the Medicines Act.

FEED

Members selling feed must observe the law relating to age and deterioration of feed products.

MONITORING OF PERFORMANCE

BETA will monitor the complaints of its members with the Code of Conduct and discuss with a member any continued breach of any provision. Every year BETA will publish to its members an analysis of all complaints received about the operation of the Code of Conduct and the action taken. Council has the right to disbar members deemed to be in breach of this Code.

DISPLAY OF CODE AND THE BETA SYMBOL

To gain maximum benefit from the Code of Conduct all members should prominently display the Code and the symbol and have this available on request. A display card is provided to all retail members.

MEMBERSHIP CRITERIA

All BETA members have to satisfy Council that they are operating as a bona fide business, properly staffed at all times during normal working hours and from proper retail premises. Feed merchants may operate from yards but must only display the Feed Merchants symbol.

British Equestrian Trade Association
East Wing, Stockeld Park,
Wetherby LS22 4AW
Tel: 01937 587062
Fax: 01937 582728
Email: info@beta-uk.org
www.beta-uk.org