



## CODE OF PRACTICE

The National Carpet Cleaners Association (NCCA) has the stated Aims and Objectives of establishing and maintaining minimum standards within the carpet and upholstery cleaning industry, in accordance with the Constitution of the Association, to safeguard the reputation of the industry and to protect customers in both the domestic and commercial markets.

The following Code of Practice is intended to be a minimum standard to which our members conduct their business to uphold the Aims and Objectives stated above. Compliance with the Code of Practice is mandatory for all members of the Association, and all members are expected to provide a fair deal for their clients, summed up by the Association motto "SERVICE WITH INTEGRITY".

Local Authority Trading Standards Services and the Consumer and Markets Authority (CMA) are jointly responsible for enforcing consumer protection law. Citizens Advice consumer services are responsible for advising consumers on their rights.

All Association members are expected to keep up to date and comply with /operate to these regulations.

This includes **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** and the **Consumer Protection (Amendment) Regulations 2014 (regulation 9)**, which replace the Consumer Protection (Distance Selling) Regulations 2000 and the Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008 for all contracts made from 13 June 2014. This legislation covers consumers rights of cancellation if a contract is made anywhere other than your business premises.

Members should also be aware of and comply with the **Torts (Interference with Goods) Act 1977** which covers uncollected goods.

The following Code is intended to provide consumers and commercial clients with additional security and peace of mind when employing the services of a carpet and upholstery cleaner who is a member of the Association.

Should any member of the Association or a client or consumer require clarification of the current Consumer Protection and Fair Trading Regulations they should contact the Citizens Advice consumer service on 08454 040506. Advice is also available through their website:

<https://www.citizensadvice.org.uk/consumer/>

The Trading Standards Institute also provide consumer advice on their website;

<http://www.tradingstandards.uk/advice/index.cfm>

A summary of advice regarding Uncollected Goods is published on the NCCA website:

<http://www.ncca.co.uk/members/downloads/UncollectedGoods.pdf>

A summary of advice regarding Consumer Contracts is published on the NCCA website:

<http://www.ncca.co.uk/members/downloads/DoorstepSelling.pdf>

The full **Torts (Interference with Goods) Act 1977** can be found online at:

<http://www.legislation.gov.uk/ukpga/1977/32?view=plain>

The full Consumer contracts legislation can be found at;

[Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#)

and

[Consumer Protection \(Amendment\) Regulations 2014 \(regulation 9\)](#)

## **CONTENTS**

1. Customer Service and Satisfaction	Page 4
2. Pricing & Prepayments	Page 5
3. Advertising and Promotions	Page 6
4. Use of NCCA Logo	Page 6
5. Complaints	Page 7
6. Owners Risk Clauses	Page 9
7. Enforcement	Page 9
8. Publicity	Page 10

## **1. Customer Service and Satisfaction**

Customer service and satisfaction is the most important aspect of a member's business. As such the Association expects all members to operate in such a manner that minimises the possibility of customer dissatisfaction or complaints. To this effect it is required that members adhere to the following principles.

### Professional Standards

Members are expected to show due diligence at all times whilst performing services for their clients.

This should include compliance with PAS86: 2008, the Publicly Available Specification for the Professional Inspection Maintenance Cleaning and Restoration of Textile Floor Coverings.

Industry best practice should be followed with regard to all services provided and members have a duty to keep themselves current with relevant industry practice. The Association will endeavour to assist members to keep up to date through various media, training opportunities and events.

Appropriate training should be undertaken by members for all of the services they offer, and the One to One Rule, whereby the Association requires a trained technician to be present at every job, must be strictly adhered to at all times. Further details of the One to One Rule can be found on the NCCA website:

[http://www.ncca.co.uk/members/downloads/1to1\\_rule.pdf](http://www.ncca.co.uk/members/downloads/1to1_rule.pdf)

### Timely and Effective Communication

This must include;

- a)** Replying to telephone calls, emails and other forms of communication promptly.
- b)** Punctual attendance of appointments.
- c)** Informing clients of delays in attending appointments should they occur, even if the delay is minimal.
- d)** Rescheduling appointments to suit clients needs if required.

- e) Providing comprehensive written quotations in the timescale advised.
- f) Advising clients of any factors which may affect cleaning outcomes or price prior to commencement of works.
- g) Informing clients of their rights of cancellation under the Doorstep Selling Regulations 2008.
- h) Informing clients of the existence of this Code of Practice.

## **2. Pricing and Prepayments**

The Association does not in any way seek to impose a price structure on its membership. Costs and expenses vary widely from one part of the country to another, and prices will also vary considerably with volume, condition and quality of items to be cleaned and the type of process to be used.

It is difficult to maintain a professional, effective service if the price charged is insufficient or incorrect.

Notwithstanding the above, the Association expects members to offer value for money, and retains the right to investigate the price charged by a member should a consumer complaint be received.

Particular consumer concern regarding the industry, which has been noted by the Association, is the inflation of prices once cleaners are on site performing work. To allay consumer concerns and help remove undesirable practices from the industry, members are advised to be aware that offering additional services (such as protector application) is perfectly acceptable, but that high pressure sales practices and illegal “Bait and Switch” selling tactics will not be tolerated and may result in expulsion from the Association.

Taking pre-payment for work to be performed at a later date, whether full or partial payment, is not an acceptable practice and should be avoided.

### **3. Advertising and Promotions**

Members should, at all times, ensure that any advertising, promotional materials and customer communications are truthful, honest, clear and unambiguous. This includes Internet based advertising, web sites and social media as well as printed materials, telephone promotions and broadcast media such as radio and television.

Compliance with Advertising Codes should be ensured at all times. Details of advertising codes can be found on the Committee of Advertising Practice website:

<http://www.cap.org.uk/The-Codes/CAP-Code.aspx> and  
<http://www.cap.org.uk/The-Codes/BCAP-Code.aspx>

Any terms, conditions and time constraints applicable to any promotions should be clearly presented at the point of promotion.

### **4. Use of NCCA Logo**

Full Members, Associate Members and Corporate Members are authorised to use the NCCA logo during their membership period only.

1. The Logo must only be used as supplied by the NCCA office and no variations or amendments whatsoever must be made to this.
2. On expiry, suspension or withdrawal of membership (for any purpose or reason whatsoever), authorisation to use the NCCA logo is withdrawn and all uses of the same must cease immediately (or as soon as reasonably practicable for printed material) including, but not limited to, use on websites, business cards, advertisements and business literature
3. In cases of all members who maintain a Corporate membership or any Members who are Franchisors, Networks, or have control over any other organisation:
  - a. It is their responsibility to ensure that all and any franchisees, subsidiaries, network members or other organisations under their control must only use the

NCCA logo if they are also members of the NCCA themselves.

- b. They must ensure that if any of their franchisees, subsidiaries, network members or other organisations under their control are not members of the NCCA or their membership expires, is withdrawn or suspended, that they cease to use the NCCA logo immediately (or as soon as reasonably practicable with respect to printed literature).
  - c. They must ensure that it is made clear to all franchisees, subsidiaries, network members or other organisations under their control that they must not use the NCCA logo if they are not members of the NCCA themselves.
  - d. The NCCA reserves the right to request evidence of a policy or procedure being in place for franchisees, subsidiaries, network members or other organisations under their control to ensure the correct use of the NCCA logo as detailed in this Code of Practice. Sanctions for any franchisee, subsidiary or other organisation under their control who do not follow this policy or procedure must be included. Failure to provide evidence of such a policy or procedure on request may result in suspension of membership for both the Corporate Member, Franchisor, Network Operator or controlling organisation and all their franchisees, subsidiaries, network members and other organisations under their control including the withdrawal of permission to use the NCCA logo for all associated businesses.
4. The NCCA reserve the right to seek any available legal remedy for breach of the use of the NCCA logo including, but not limited to, immediate suspension of membership and a claim for damages

## **5. Complaints**

Complaints may well be received from time to time, no matter how carefully a business operates. To minimise the impact of any complaints received, members are required to follow the procedure below.

- a) Acknowledge the complaint immediately, within 24 hours.**
- b) Without admission of responsibility, inform the client that the complaint will be promptly investigated and a reply given as soon as practically possible.**
- c) Thoroughly investigate the complaint within a reasonable timescale and not more than 14 days from the original complaint, reporting back to the client in writing with your findings.**
- d) Should the complaint be justified, endeavour to deal with the problem in the most effective manner possible, at no cost to the client and to their satisfaction. Members should offer to re-clean or re-process any article, which has been cleaned or processed unsatisfactorily because of fault on their part, free of charge. This should be completed within a reasonable timescale and not later than 28 days from the original complaint. Further, in the event of loss or damage, which is shown to be due to the member's negligence, the member agrees to pay fair compensation. What is fair is a matter to be determined according to the facts of each case. The technician is not obliged at law to replace a lost or damaged article with a new article, nor to reimburse the customer the complete cost of buying a new article. Both parties should take into account the depreciation and wear and tear, which has occurred prior to the loss or damage, as this may affect the articles value in respect of compensation to be paid.**
- e) Should the complaint not be justified, inform the client in writing within 14 days of the issue initially being reported in a professional and sensitive manner, detailing why you believe the complaint to not be justified.**

Should the customer not be satisfied with the method or manner in which their complaint was handled, or disagree with the conclusion, they have the option to report the matter to the NCCA. The Association provides an independent arbitration service to assist members and customers should a dispute arise.



Customers also have the right to seek the advice of an official authority such as the local Trading Standards office, Consumer Advice Centre or a Solicitor.

Members are required to comply with all reasonable requests from the Association or its representatives for information regarding complaints within 7 days and are required to co-operate fully with any investigation by the Association, Trading Standards or any other regulatory body or consumer protection organisation.

The decision of any arbitration undertaken by the Association is to be final and binding on the member. Any actions to be taken by a member in resolution of a complaint decided upon by the Association must be undertaken within 14 days of written notification by the Association.

## **6. Owners Risk Clauses**

Clauses stating treatments are undertaken at the owners' risk are inconsistent with this Code of Practice and may well be unreasonable and therefore unenforceable under the Unfair Contract Terms Act 1977.

However, if in a particular case it is apparent to the member that;

- a)** damage may be an inevitable consequence of the cleaning process
- b)** the article is of exceptional value
- c)** there are other unusual factors

It would be both wise and reasonable for the member to point this out in writing to the client. In such circumstances the member may ask the client to acknowledge in writing that cleaning is undertaken in full knowledge of the risks involved. Members should, however, be aware that legal precedent would usually indicate that in their professional capacity as an expert cleaner, the member may still be liable for any damage occurring as a direct result of the cleaning process.

## **7. Enforcement**

Should the Association become aware of any breach of this Code of Practice, membership of the Association may be suspended pending an investigation.

Following investigation should any breach be confirmed the member may either;

- a) be expelled from the Association under the provision for expulsion in the Articles of Association, or
- b) be given a probationary period during which any further breaches of this Code will result in expulsion from the Association. The length of probationary period is to be determined by the Board of Directors, but shall be not less than three (3) months and not more than eighteen (18) months.

## **8. Publicity**

The Association will publicise and promote this Code of Practice to consumers, the commercial sector and the industry as a whole with the intention of creating awareness of the Code and the enhanced protection it provides when using the services of an Association member.

Such promotion will be made via the NCCA website, editorial articles and advertisements in the trade and consumer press and through any means the Association deems appropriate.

Members of the Association are required to make the existence of this Code clear to their customers through their own marketing and customer information, and in the event of a complaint, provide a copy of the Code to the complainant should this be requested.

The Code can be downloaded from the NCCA website:  
<http://www.ncca.co.uk/codeofpractice.php>