

BHTA CODE OF PRACTICE

**For the healthcare &
assistive technology products
and services industry**



Version 1 January 2018 (links updated Dec 2021)

**BHTA Code of Practice
for the Healthcare & Assistive Technology
Products and Services Industry**

Introduction

BHTA Code of Practice is approved by the Trading Standards Institute under its [Consumer Codes Approval Scheme](#). This means the Code Members are license

directors/partners and will not allow entry by any company where a director, partner or major stakeholder has been involved, within the previous 12 months, in the winding up of a company in such a manner that customers have been disadvantaged. Such companies will therefore be barred from signing up to this Code.

2. Definitions / Terminology

Healthcare Industry

- 2.1 Companies in the healthcare industry, as defined for the purposes of this Code of Practice, will be involved in one or more of the following:

4. Advertising and Marketing

4.1

- viii) work in a collaborative manner with healthcare professionals (such as doctors, consultants, occupational therapists, physiotherapists etc) and recognise and respect the contribution of all within the healthcare team.
- ix) not discriminate on the grounds of race, gender, sexual orientation, religious beliefs, disability or age when discharging their duties to their employer, colleagues and customers, and shall take account of customs and values where possible.
- x) make known to an appropriate person or authority any conscientious objection that may be relevant to the performance of their duties.
- xi) ensure that the customer is fully informed (in this context, this means that the terms and conditions of contract, options available and any other pre-contractual and point of sale requirements set out herein have been explained), and this is recorded, before seeking their consent to an intervention, or to a purchase.
- xii) ensure that there is no abuse of the privileged relationship that exists with customers or of the privileged access allowed to their property, residence or workplace.

6.6 All staff, in particular those in direct contact with the customer, must be given a copy of this Code and be made aware that the company is required to adhere to the provisions herein.

7.

large print, Braille, or on audio tape must be provided if requested, within a reasonable timescale. Customers with poor eyesight, or who become easily confused, should consider having a relative, friend or other advisor/carer with them.

8.7

Tuition should follow a proper assessment of needs, wishes, abilities and disabilities to enable selection of the most suitable vehicle and specification for user and circumstances. A vehicle should only be sold if the member can realistically expect the user to develop satisfactory control. (A document outlining [tuition requirements](#) is available on request from BHTA, as is one which sets out what should be recorded when assessing [competency to use a powerchair or mobility scooter](#).)

9. Linked Goods and Services

- 9.1 If the product will need servicing regularly, an explanation must be given as to what is entailed, and the likely costs thereof should be outlined. It should be made clear whether maintenance is offered / available, or will have to be obtained elsewhere.
- 9.2 Where appropriate, arrangements for insuring the product should be discussed, or leaflets regarding such insurance should be made available. If insurance is discussed, it must be made clear that it is cancellable, the consumer must be given the option to pay for it up front rather than as part of a credit agreement and it must be made clear to whom any refund will be paid in the event of cancellation.
- 9.3 Any optional guarantees / warranties must be explained, including who is offering them and what the benefits are, or leaflets that do this must be provided.
- 9.4 Clear, accurate information on the availability and price of all the above and any other linked goods and services must be provided in writing.

10. Instructions for Use / Manuals

- 10.1 Any instructions for use and manuals should be written in clear language, and those responsible for their production should be aware that versions in large print, or on audio tape, may be requested and this must be facilitated as swiftly as is practicable.
- 10.2 Such instructions/manual must be made available with all new products, and should, if feasible, be made available with second- should be drawn to user manuals and they should be informed of the need to read them thoroughly.
- 10.3 Depending on the nature of the product, the instructions/manual should cover all or some of the following (this is not an exhaustive list):

Product name, description and intended purpose

Name of manufacturer and/or supplier

Illustration of the product

Reference to any variants or accessories

General, or detailed, dimensions

General, or detailed, description of construction

Explanation of how to use it safely

Any known limitations

Description of maintenance requirements including recommended frequency of servicing

Cleaning / decontamination instructions

Any specific warnings

11. Cancellation Rights / Protection of Deposits

- 11.1 If a company offers a cancellation period or returns policy other than that required by the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#), this should be explained to the customer and be clearly defined in the written terms and conditions of contract or shop returns policy.

[Consumer Credit Act 1974](#) Consumers who enter into a credit agreement have a right to a 5 day cooling off period from the date the consumer receives a copy of the executed agreement regardless of whether the visit was pre-arranged.

- 11.2 Where cancellation rights apply or are offered, the customer must be informed under what circumstances they may cancel and these instructions should be plainly visible in the paperwork given to the customer, for example next to the signature box, and be in large bold type. Where a customer has indicated they have poor eyesight or are confused by paperwork, the salesperson should go through the paperwork with them.

In accordance with the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#) a cancellation form must be provided setting out:

that a cancellation period applies and the date from which it starts
the length of the cancellation period
how to cancel

- 11.3 If a deposit will not be refundable, or will be only part-refundable, this must be made clear when the customer places the order and the reasons for this must be described to them, in writing. If the customer cancels the contract properly full repayment should occur (unless, for example, the goods have been damaged after delivery), and in any circumstance moneys withheld should not amount to more than the net costs or net loss of profit incurred by the Code member.
- 11.4 Where an order cannot be fulfilled and the customer does not wish to accept substitute goods or services, refund must be made speedily and in full and in the case of contracts where cancellation rights apply under the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#), refund must be made within 14 days of return of the goods or their collection from the customer (whichever is earliest). Vouchers/credit note to the equivalent value must not be offered unless the customer agrees this is acceptable.
- 11.5 Where refundable deposits / advance payments are taken that are not covered under [Section 75 of the Consumer Credit Act](#), or by an online payment service protection, a mechanism such as placing these in a separate account must be in place to ensure that consumers are returned their money without undue delay.
- 11.6 Where a cancellation period applies and a part exchange has occurred, the part exchanged product must not be broken up, disposed of, or sold on until after the cancellation period has been completed.

(Exceptions may occur, for example, where a customer has bespoke needs that cannot be met from normal stock held, or where a hospital/clinic appointments system must be followed, however every effort must be made to keep the period the customer is without mobility to a minimum.)

- 12.3 Guarantees / Warranties must be in writing, and be clear and unambiguous. They do and all guarantees and warranties used by Code

13. Specific Criteria for Particular Methods of Selling / Supply

13.1 All cold calling is unacceptable and this includes cold calling by telephone. Salespersons and / or assessors must not visit without a mutually agreed appointment first being made. The purpose and intent of any visit must be made clear to the customer.

13.2

15. Product Recalls and Safety Warnings

- 15.1 Each company must maintain records sufficient to identify to whom they have sold a product, to ensure it can be traced and recovered in the event of a recall for safety purposes, or given appropriate attention if a safety warning is issued necessitating preventive action. Distributors and retailers must comply with manufacturer instructions for product recalls and safety work and must act on these without delay.
- 15.2 Companies selling to agencies such as the NHS and local authorities should advise them of the need to track products, to ensure this can occur.

16. Clauses Relating to Commercial Business / Relationships

Sponsorship

- 16.1 Where a company sponsors part or all of the salary of a professional employed by the regarding sponsorship. No pressure must be exerted on the sponsored individual to supplied should be that which the professional considers needs.

Sub-Contractors / Third Parties

- 16.2 Companies must ensure any sub-contractor, third party, or person carrying out work or

Service/Product Support

- 16.3 Retailers / distributors who sell into an area of the country where they cannot service / support the product themselves in a prompt and adequate manner, must have in place a third party agreement with an organisation in that area, which meets comparable standards, or there must be a return to manufacturer provision for the product concerned (ie there must be consistent support for the product / customer, whether the customer is local or geographically distant from the seller).

Manufacturers / Persons Responsible for Placing a Product on the Market in the EU

- 16.4 Companies are reminded that they must accept responsibility for the quality, performance and safety of the products they place on the market in the EU and consider whether compliance with relevant safety and testing standards is appropriate. Statements and claims on performance and safety contained in their published literature must comply with any standards they claim to meet.
- 16.5 Such companies, where registered to abide by this Code, must be able to evidence to the Code Administrator, on request, that any of their products carrying a CE mark to indicate compliance with a European Directive, do meet the essential requirements of the relevant Directive. They must be able to provide (or provide access to) a technical file for inspection.
- 16.6 Companies that manufacture and/or import medical devices should ensure spare parts are available for at least five years from date of final manufacture. For all other products, companies must be mindful of their obligation to stock spare parts for a reasonable period of time from date of final manufacture.

- 16.7 Companies must provide technical training, spare parts lists, and preventative maintenance schedules to anyone requesting them, providing they are satisfied that the enquirer meets any objective criteria they have set for such provision.

Selling Training

- 16.8 Where training is booked by telephone via administrative staff, those staff must be given a checklist of the minimum information the trainer will require in order to proceed.

Selling / Providing Services to Authorities /

- 17.2 Complainants must be informed to whom within the company they should address their complaint, what information they are required to provide, and the timescales that will apply to dealing with the complaint. These must include targets for initial acknowledgement of notification of a complaint (with advice regarding procedure to be followed in addressing it), as follows:

Telephone call indicating there is a problem within 2 working days
Letter, fax or email within 5 working days

They must also be informed that should this process fail, they have the right to contact the Code Administrator, BHTA, who will follow the procedure outlined later in this document for conciliation and, if need be, independent arbitration.

- 17.3 Code members should offer maximum co-operation with consumer advisers or any other intermediary acting on behalf of the complainant, such as a Citizens Advice Bureau, or Trading Standards Officer.
- 17.4 Staff must be advised to be professional, courteous, prompt and fair when dealing with a complainant.

Code Administrator (BHTA)

- 17.5 When BHTA receives notification in writing of a complaint against a Code member, it will consider whether the company:

has infringed the complainant
has been guilty of maladministration (including inefficiency or undue delay)
in a way that has resulted in the complainant losing money or suffering
inconvenience
x has not complied with this Code of Practice

- 17.6 BHTA can not deal with a complaint if:

the complaint is against a company that is not a Code member

stalemate

the complaint is being, or has been dealt with by a court, an alternative dispute resolution provider, or similar body

the complaint relates to a point in time

Where referral to the Independent Arbitrator is chosen, BHTA will pass all the evidence gathered, including copies of all correspondence between the parties and BHTA, to the Independent Arbitrator within five working days. At this juncture, either party may make direct representation of further evidence to the Arbitrator.

Independent Arbitrator

17.9 The objective of the Arbitrator is to arrive at a conclusion that is fair and reasonable in the circumstances, looking at all the evidence presented by both parties. The Arbitrator is an individual who is completely independent from the Code Administrator (BHTA) and from the industry. Technical expertise will be called upon for input as and when this

concerned within seven working days and normally, a conclusion should be reached within fifteen working days. (If further evidence is presented by either party, this may prolong proceedings.)

17.10 That the company is not at fault or that the complainant has a valid complaint) will be issued in writing and will give a decision is binding on both parties.

17.11 Where a Code member is found to be in breach of this Code, the Independent Arbitrator may require them to do one or more of the following, depending on the circumstances:

repay all money paid by the complainant

replace or repair the product without charge

pay any costs incurred by the Code Administrator and / or the Independent Arbitrator

take all reasonable steps, including any specified actions, to prevent a recurrence of the breach

pay compensation to the complainant (the amount to be decided by the Arbitrator based on the evidence and circumstances of the breach)

a fine be issued, relating to the amount of work incurred by BHTA and the Independent Arbitrator regarding the complaint, the cost of the Disciplinary hearing, and/or the nature of the offence
suspension, for a stated period, of the Code member from the register of companies

Driving Mobility

Tel: 01872 672520 or visit www.drivingmobility.org.uk/

For assistance relating to consumer rights:

The Citizens Advice Consumer Service

Tel: 03454 04 05 06 or visit www.citizensadvice.org.uk/consumer/

Equality and Human Rights Commission

Tel: 0808 800 0082 or visit www.equalityhumanrights.com/en

Disability Law Service (DLS)

Tel: 020 7791 9800 (10am-1pm then 2pm-5pm Mon-Fri) or visit <https://dls.org.uk/>

Trading Standards

or visit

<https://www.gov.uk/find-local-trading-standards-office>

To make an adverse incident report:

For medical devices: Medicines & Healthcare products Regulatory Authority (MHRA)

Tel: 020 3080 6000 (switchboard) or visit

<https://www.gov.uk/report-problem-medicine-medical-device>

For machinery: Health & Safety Executive

Tel: 0845 300 9923 or visit www.hse.gov.uk/riddor/index.htm

21. Pertinent Legislation

The following is not an exhaustive list of all the legislation that might apply to a given circumstance, but is a list of the legislation considered likely to be most pertinent to clauses within this Code of Practice.

[Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#): sets out what information must be provided to the consumer, reW*nBTq0.0he tann

This Code is published by:

**BHTA
Office 404
Tower Bridge Business Centre
46-48 East Smithfield
London E1W 1AW**

Tel: 020 7702 2141

Email: bhta@bhta.com

Website: www.bhta.com

**For a copy of this document in large
print or on audio tape, please telephone
020 7702 2141**

This copy (January 2018) is available on page 98141