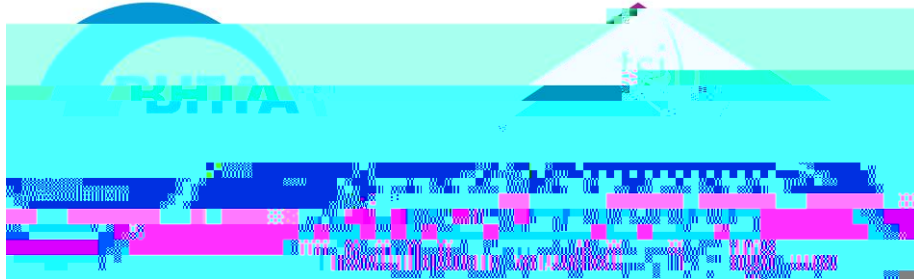


BHTA CODE OF PRACTICE

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



Version updated February 2015

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

INDEX

		Page
1.	General Scope / Principle / Purpose of the Code	3
2.	Definitions / Terminology	
	Healthcare Industry	4
	Assistive Technology	4
	Company	4
	Customer	4
	Code Member	5
	Code Administrator	5
3.	Over-riding Principles Underpinning this Code	5
4.	Advertising and Marketing	6
5.	Conduct of Staff	6
6.	Training of Staff / Ongoing Development	7
7.	Representation at Point of Sale	8
8.	Pre-Contractual and Point of Sale Information	8
9.	Linked Goods and Services	10
10.	Instructions for Use / Manuals	10
11.	Cooling Off Period / Cancellation Rights / Protection of Deposits	10
12.	After-Sales Service Provisions	11
13.	Specific Criteria for Particular Methods of Selling / Supply	
	Sales Conducted in the Customer's Home	13
	Internet Sales	13
	Mail Order	13
	Rental Products	14
14.	Adverse Incident Reporting	14
15.	Product Recalls and Safety Warnings	14
16.	Clauses Relating to Commercial Business/Relationships	
	Sponsorship	14
	Sub-Contractors / Third Parties	14
	Service/Product Support	14
	Manufacturers / Persons Responsible for Placing a Product on the Market in the EU	15
	Selling Training	15
	Selling/Supplying to Authority	15

³/₄ **Code Member**

2.6 Any BHTA member company undertaking to abide by this Code of Practice.

³/₄ **Code Administrator (BHTA)**

2.7 The British Healthcare Trades Association (BHTA) is the Administrator for this Code.

3. Over-

- 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) take account of the customs, values and spiritual beliefs of customers.
- x) make known to an appropriate person or authority any conscientious objection that may be relevant to the performance of his/her 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 his/her 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.
- xiii) respect the confidentiality of information obtained during the course of their work and not disclose such information without the consent of the customer concerned or a person entitled to act on their behalf, except where such disclosure is required by law.
- xiv) assist colleagues, wherever possible, to develop competence in relation to the needs of their work.
- xv) refuse to accept any gift, favour or hospitality that is intended to exert undue influence to obtain preferential consideration. Whilst it may be appropriate, on occasions, to accept small gifts or tokens of thanks from customers, these should always be disclosed to relevant senior staff and, where necessary, advice sought.
- xvi) to abide by any additional Code(s) of Practice covering particular sectors or functions within the healthcare field relevant to their employment.

6. Training of Staff/Ongoing Development

- 6.1 All staff must be made aware of any legislation pertinent to their role, especially in relation to health and safety, disability discrimination, and consumer rights. They must give due regard to infection control issues, where relevant.
- 6.2 They must also be informed of any regulations to which they must give due regard in the course of their work, such as building regulations and LOLER ([Lifting Operations and Lifting Equipment Regulations 1998](#)).
- 6.3 Staff should not work unsupervised until they are considered competent to do so. They should not be asked to carry out tasks for which they have not received training.627(ai)6(ni)6(ng)-7(.

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. Representation at Point of Sale

7.1 Staff must have the appropriate product knowledge to advise and assist purchasers.

7.2 A copy of this Code will be made available, free of charge, on request. The BHTA leaflet "Get Wise to Buying Safely" will be given to every consumer to whom a home visit is made, or who buys through distance selling means (or its availability must be clearly mentioned in paperwork which the consumer will receive); and it will be displayed in retail outlets. In addition businesses will display the BHTA Code of Practice poster and the combined BHTA TSI Approved Code logo

user to develop satisfactory control. (A document outlining [tuition requirements](#) is available on request from BHTA.)

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 /

[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

- 12.3 Guarantees/Warranties must be in writing, and be clear and unambiguous. They do not affect a consumer's statutory rights and all guarantees and warranties used by Code members should carry a statement making this clear. Distributors and retailers must pass on the individual parts and labour guarantee offered by the manufacturer, and abide by the terms contained in the guarantee during its currency.
- 12.4 There must be no high pressure selling of additional warranties, nor any misrepresentation of their costs, coverage and any benefits they provide.
- 12.5 A minimum 3 month guarantee must be offered in respect of all repair work carried out.
- 12.6 It must be explained to the purchaser that no claim will be met under guarantee if the product has been abused in any way, or damaged by neglect, improper use or failure to maintain in accordance with the manufacturer's recommendations, or has been damaged in any accident. Abnormal wear and tear will also be considered when assessing a guarantee claim.
- 12.7 If, after purchase, the customer wishes to sell the product to another consumer, the transfer of a valid guarantee/warranty should be possible and a mechanism should be in place to facilitate this.
- 12.8 Maintenance agreements must be clear and unambiguous and the covered duration must be stated.
- 12.9 If a company has a buy-back policy this must be clear and unambiguous, and be outlined to the customer in writing in advance of the sale taking place. Any reason for not buying back the product, for example because it is single-use, or bespoke, must be stated and the reason made clear. Companies that do not buy back product under any circumstances should be prepared to make available an advice sheet on how to sell the product and advise on the likely second-hand value.
- 12.10 Customers must be given a clear explanation of the basis for charging for repair work not covered by warranty/guarantee and, where practicable, a written estimate in advance, of the anticipated costs of such work. (Customers have the legal right to repair or replacement free of charge for goods that are identified, within a reasonable timescale, as being faulty.)
- 12.11 When work has been carried out, a schedule of the work (labour, parts, etc) should accompany the invoice, detailing a breakdown of costs.
- 12.12 Adequate stocks of components/parts should be held to facilitate prompt service.
- 12.13 Customers should be given details of opening hours, contact telephone numbers and arrangements, if any, for emergencies out of hours.
- 12.14 Reasonable care should be exercised in protecting customers' property whilst in the company's possession and companies should not seek any disclaimers to avoid liability for loss or damage. Companies are advised to ensure they are adequately insured to cover such liability, as well as cover against any claims for death, personal injury and damage to property arising out of the demonstration of goods or their use after sale.
- 12.15 If a company is prepared to remove unwanted products, the terms under which they will do so must be made clear when this is requested, particularly in regard to disposal.

13. Specific Criteria for Particular Methods of Selling/Supply

$\frac{3}{4}$

- 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 The customer must be provided with literature describing the products and services available, together with actual price examples, or where exact prices are not possible (for example with a bespoke product) with price ranges. This information must be provided in advance of the visit unless this is not feasible for practical reasons (for example if a visit is to be conducted the same day). Prices, pricing examples or price explanations should be given on websites, to enable customers who have Internet access to gain an understanding of these in advance of the visit.
- 13.3 There should be no objection to ETBT1e vt merswvisi

- 13.11 Information must be provided to the customer before they take the decision to buy, as required by, and set out in the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#).

³/₄ **Rental Products**

- 13.12 Where product is rented, the terms and conditions of the rental must be clear and unambiguous, including responsibility for any damage to the product, insurance requirements, and, where appropriate, the responsibilities for decontamination/cleaning of the product, and packaging for return.

14. Adverse Incident Reporting

- 14.1 Where a company becomes aware of an incident involving a product that resulted in, or could have resulted in, serious injury or death of a customer, they must report that incident to the appropriate authority - either the [Health & Safety Executive \(HSE\)](#), or (if it is a medical device) the [Medicines & Healthcare products Regulatory Authority \(MHRA\)](#). (See useful contacts.) All such incidents must also be reported to the manufacturer of the product.

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

product concerned (ie there must be consistent support for the product/customer, whether the customer is local or geographically distant from the seller).

¾ 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.

¾ Selling Training

16.8 Companies should provide a checklist of the minimum information the trainer will require to

3/4

Supply and/or dispensing of Appliances on FP10 Prescription

18. Sanctions / Disciplinary Action

- 18.1 Where an identified breach of the Code is minor, the Code Administrator will issue a warning and suggest action, if appropriate, to prevent repetition. All serious, or repeated, breaches of the Code will result in the Code Administrator calling upon the Code member concerned to appear before a Disciplinary Committee which will consist of a panel of 6 people, 3 drawn from the relevant industry sector and 3 from appropriate external organisations, with a Chairperson drawn from the external organisations. The Chairperson will have a casting vote in the event of a hung decision.
- 18.2 The nature of the breach will be identified to the Code member in writing, and they will be given the opportunity to offer any evidence in writing in advance of the hearing, which will be on a date arranged/agreed with the Code member.
- 18.3 The Committee's decision may include one or more of the following:
- no further action be taken
 - the Code member be required to undertake a specified course of remedial action (such as re-training of a particular salesperson)
 - the Code member be issued with a formal warning
 - 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 signed up to the Code (and hence from BHTA)
 - expulsion of the Code member from the register of companies signed up to the Code (and hence from BHTA)
- 18.4 Where expulsion occurs, a minimum period of twelve months must pass before any application to re-join the register of companies signed up to the Code, and to re-join BHTA, will be considered. If any complaints against the company have been made to BHTA during that time, such application may be rejected for a further period of time.
- 18.5 From establishing that a serious breach has occurred through to final decision of the Disciplinary Committee and instigation of any action should take no more than 90 days.

19. Monitoring

- 19.1 Every Code member selling goods and/or providing services to consumers will be monitored by at least one of the following means every 12 months (the means will vary depending on the product/service provided - details can be made available on request and will be outlined in the Annual Report):

- mystery shopping exercises
- independent compliance audits
- customer satisfaction BT1 dits

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