

# THE RETAIL OMBUDSMAN



## TERMS OF REFERENCE AND MEMBERSHIP RULES



# Terms of Reference and Membership Rules

(As at November 2016)

## INTRODUCTION

### Credentials:

The Retail Ombudsman (TRO) is an independent non-statutory organisation that is authorised to operate as an ombudsman scheme by the Secretary of State for the Department for Business, Energy & Industrial Strategy.

TRO is also authorised by: **Chartered Trading Standards, the Civil Aviation Authority** and **Ofcom**, pursuant to The Alternative Dispute Resolution for Consumer Disputes (Competent Authority and Information) Regulations 2015.

TRO is a full member of Ombudsman Associations (OA).

### Purpose:

TRO scheme is designed to reach a resolution of unresolved disputes in full and final settlement. It provides consumers (who may have purchased goods or services online, in-store or via other remote means) with free and independent redress of complaints relating to acts or omissions of retailers, traders, home services and other suppliers that are registered with TRO ("Members"), in connection with the purchase of goods or services in the United Kingdom.

TRO is set up as a limited by guarantee company and has three parts to its structure:

- a. TRO Office (Admin and complaint handlers)
- b. The Office of the Ombudsman
- c. TRO Standards Board

Complaints start and finish with the Ombudsman. In his Decisions, he is impartial and independent of the TRO Office, TRO Standards Board and all outside influences.

### ***Integrity and Independence***

Our independent status is at the heart of everything that we do, as is our commitment to openness, honesty and integrity and we recognise the importance of this to everyone that relies on our services.

### ***The Retail Ombudsman Standards Board ("Board")***

To help preserve our independence and provide an invaluable set of checks and balances on our work, The Retail Ombudsman Standards Board acts to regulate how we operate. All board members share our vision of inspiring consumer confidence and raising industry standards and do so on a voluntary basis.

Governed by a set of internal bye-laws, the Standards Board regularly review a cross section of our adjudications, to ensure they are both fair and reasonable. It also oversees our rules, practices and procedures.

## **OMBUDSMAN TERMS OF REFERENCE**

### **PART 1 – ACCOUNTABILITY**

1.1 The Ombudsman is accountable to the TRO Standards Board (Board). This ensures the Ombudsman's independence and impartiality.

1.2. It is from the Board that he receives, or asks for, any general guidance.

1.3 His relationship with the Board is explained further at Part 5.

### **PART 2 – PRINCIPAL DUTIES AND POWERS**

#### **Duties**

2.1 The Ombudsman's principal duties are:

- a. To receive unresolved complaints by, or on behalf of, any consumer in relation to the purchase of goods or services from any Member; and to investigate such complaints and issue a Decision within the powers of the Ombudsman. See Part 3.
- b. To actively assist in and contribute to raising standards by highlighting best practice and promoting it, and by identifying bad practice and helping to eliminate it. See Part 4.

#### **Powers**

2.3 The Ombudsman's principal powers are:

- a. to direct that a Member take, or desist from taking, such steps as he may specify, including the issuing of a formal apology to the Complainant;
- b. to direct that a Member pay the Complainant a financial Award, in full and final settlement, not exceeding £25,000 by way of compensation for i) actual proven financial loss and/or aggravation, distress and/or inconvenience caused by the act(s) or omission(s) which was/were the subject matter of the complaint and/or ii) any reasonable proven costs incurred by the complaint in bringing the complaint.

Members are legally bound by the Ombudsman's decision/determination. If a member fails to fully observe or follow a decision/determination of the Ombudsman, it is a breach of the Membership Rules which can lead to termination of membership (See Rule 5 of Membership Rules).

### **PART 3 – DEALING WITH COMPLAINTS**

#### **SCOPE OF INVESTIGATIONS**

##### **Grounds of complaint**

3.1 The grounds of any complaint must be that in relation to the Complainant, the act or omission by the Member complained of constitutes:

- a. a breach of the Member's obligations under the law;
- b. a breach of the Member's obligations under any relevant Code of Practice or any internal rules, procedures or statements of practice of the Member;
- c. unfair treatment;

- d. maladministration;

in a way that results in the Complainant suffering loss, expense and/or aggravation, distress and/or inconvenience and/or breaches the Complainants statutory rights.

### **General conditions for acceptance of a complaint**

3.2 The Ombudsman, or a member of TRO to whom he has delegated the task, shall decide if a complaint is within TRO's jurisdiction where he will only consider, or continue to consider, a complaint if he is satisfied that:

- a. the complaint is made against a Member or an entity that agrees to be bound by TRO's Terms of Reference and Rules in relation to the particular complaint;
- b. the complaint is made to him by or on behalf of the living persons who is or may be entitled to make a complaint;
- c. the Internal Complaints Procedure of the Member has been exhausted, but the Complainant remains dissatisfied with any observations made, or conditions of full and final settlement offered by such Member; or more than eight weeks have elapsed since the Complainant first made the complaint to the Member in writing. If the Member ignores the complaint made or persistently fails to address the complaint, the Complainant may ask the Ombudsman to intervene even if eight weeks have not elapsed;
- d. the subject matter of the complaint was not contained in a complaint form, or on behalf of, the same Complainant previously considered by the Ombudsman. However, the Ombudsman may reconsider complaints previously considered if relevant new evidence is available and no Award has been accepted and paid in full and final settlement;
- e. the Ombudsman may, in the instances set out in Paragraph 13 below, not investigate a complaint or may discontinue an investigation. Notwithstanding these instances he may still consider any complaint put to him provided that:
  - there is no other relevant independent body for the conciliation, arbitration or adjudication of complaints in relation to the matter; and
  - he feels that it is in his competence to do so; and
  - both the Complainant and the Member so agree;
  - where the amount claimed by the Complainant exceeds the monetary limit defined in 2.3b above the Ombudsman will advise the Complainant of that limit to his jurisdiction and provide the option of discontinuing his consideration or proceeding by agreement to restrict the claim to the award limit.

In circumstances where the Ombudsman's Jurisdiction is challenged he shall review his decision considering any information or evidence provided in support of such challenge and make a final decision within 14 days.

### **General exclusions**

3.3 The Ombudsman shall not investigate a complaint (or any part of a complaint), or shall discontinue his investigation of a complaint (or any part), if:

- a. at any time it appears to the Ombudsman that it is more appropriate for the complaint to be dealt with by a Court or under another independent complaints, conciliation or arbitration procedure;

- b. at any time that the Ombudsman finds out the complaint is already being or has been considered by a Court, or under another independent complaints, conciliation or arbitration procedure, he should discontinue his investigation. If that other body is not considering all aspects of the complaint or if that body is not designed to offer financial compensation to the Complainant, the Ombudsman may then resume his consideration of the complaint;
- c. in the Ombudsman's opinion he considers the matter to be frivolous or vexatious.

## **GENERAL PROCEDURE**

3.4 The Ombudsman shall first decide whether a complaint falls within his Terms of Reference ("Jurisdiction").

3.5 The Ombudsman shall have the right to investigate all complaints within his Jurisdiction. He may give advice to a Complainant on the procedure for making a complaint to him and/or on the procedure for making a complaint to any other relevant independent scheme for the conciliation, arbitration or adjudication of complaints where such other scheme appears to him to be more appropriate for the investigation of any complaint or part thereof.

### **Consideration of a Complaint**

3.6 Subject to the other provisions of these Terms of Reference, the Ombudsman shall, at his own discretion, decide the procedure to be adopted by him in considering complaints, provided that he may not exercise his discretion to remove any rights given to the Complainant by law. Such consideration could include conciliation, mediation or a full case review. The Ombudsman shall have the right to delegate the following matters

- Initial review of the complaint and the collating of a complete complaint file. This will be to a complaint handler employed or engaged by TRO.
- The decision to make an early resolution recommendation to the parties. This will be to a complaint handler employed or engaged by TRO.
- The final written determination/decision. This may be to a sub-ombudsman with the relevant qualifications and experience to reach such a decision

In all cases the Ombudsman will be responsible for the supervision of such parties to whom tasks have been delegated.

3.7 In his consideration, the Ombudsman shall act impartially and fairly in all circumstances and must give reasons for his Decisions in writing.

### **Confidentiality**

3.8 Following the receipt of any complaint, the Ombudsman shall promptly:

- a. require the Complainant to give his written consent to give up his right to any duty of confidence owed to the Complainant by the Member in terms which permit the disclosure by the Member to the Ombudsman of information and documents requested by the Ombudsman; and
- b. send (or allow the Ombudsman to send) such written notice of consent to the Member.

3.9 The Ombudsman may use any information freely provided to him by a Complainant or a Member in his consideration of a complaint provided it is for the express purpose of dealing with that complaint.

3.10 The Ombudsman may refuse to disclose information to either the Complainant or the Member if:

- a. in his reasonable opinion, it is not relevant to the consideration of the complaint;
- b. in his reasonable opinion and in all the circumstances of the complaint, it is inappropriate, or unlawful;
- c. it concerns issues of national security or the personal security of the Complainant, or Member or third party; or
- d. it is protected by legal or professional privilege (and such privilege has not been waived);

provided that the Ombudsman shall always consider any specific requests for disclosure received from either party.

3.11 The Ombudsman will act in accordance with Data Protection legislation and shall take all reasonable steps to ensure that he and all TRO Office staff keep confidential any information provided as part of the investigation of a complaint, whether or not it is disclosed to the other party.

### **Requests for Information**

3.12 For the purpose of his investigation into a complaint, the Ombudsman may require the Complainant or Member to provide to him:

- a. such information and/or documents which are within their knowledge or reasonably ascertainable by them; and
- b. such information and/or documents in their possession or under their possession or control; as is or are relevant to the complaint.

3.13 The Ombudsman will be entitled to proceed with his consideration of the complaint and to draw his own conclusions if, in his opinion, such requested information is not provided within a reasonable timescale previously notified to the relevant party.

3.14 Neither party shall be required to disclose documents to the Ombudsman which he is satisfied are protected by legal or professional privilege (where such privilege has not been waived by the Complainant or the Member, as appropriate).

3.15 The Ombudsman may also request information from third parties if he believes it may be relevant to his investigation.

3.16 The Ombudsman shall not be bound by any legal rule of evidence. He is not permitted to take evidence on oath or cross-examine witnesses. He shall reach his Decisions based on the evidence as he sees it; the guidelines given in Paragraph 3.18 below; on common sense; and on what appears to him to be fair and reasonable under the circumstances.

### **Guidelines**

3.17 In making any Decisions under these Terms of Reference and in determining what is fair and reasonable, the Ombudsman shall have regard to:

- a. the law;
- b. any relevant Code of Practice and any internal rules, procedures or rules, procedures or statements of practice issued by a trade association of the Member;
- c. the provisions of any contract binding the Member and the Complainant;
- d. any other matter the Ombudsman considers relevant to the act or omission by the Member and which is the subject matter of the complaint.

### **Changes to General Procedure**

3.18 The Ombudsman shall operate in accordance with these Terms of Reference and shall consult and obtain the approval of the Board in respect of any proposed changes to the procedure for making a complaint to him.

## **DECISIONS AND SETTLEMENTS**

### **Proposed Decision**

3.19 Having come to a Proposed Decision on the complaint received, the Ombudsman will send the case review containing that Proposed Decision first to whichever party he has not supported. If he decides that there is insufficient evidence for him to support the complaint, he will first send that Proposed Decision to the Complainant. The Complainant then has 28 days in which to provide any additional evidence or show that there has been an error in fact that may persuade the Ombudsman to change the Proposed Decision. If the Complainant does not reply within that time, the case will be closed. If the Complainant does produce significant evidence that is likely to persuade the Ombudsman to change the Proposed Decision, it will be necessary to go back to the Member and ask for comment on the new evidence.

3.20 If the Proposed Decision is to make a financial Award of compensation in favour of the Complainant, the case review is first sent to the Member who has 14 days to accept that Proposed Decision or make comments. Any such comments received are considered and incorporated as necessary in the Proposed Decision. The revised case review is then sent to the Complainant who has 28 days in which to accept the Proposed Decision, or to make comments. If the Complainant produces significant evidence that is likely to persuade the Ombudsman to change the Proposed Decision, it will be necessary to go back to the Member and ask him to comment on the new evidence.

3.21 Where the Proposed Decision provides for an Award, which exceeds the limit of £25,000, the Ombudsman will attempt to reach an appropriate settlement with the Member before issuing a decision which explains the limits of his jurisdiction.

3.22 When sending the Proposed Decision to the Complainant, the Ombudsman will include a copy of the Member's submission and copies of those documents relevant to the Ombudsman's Proposed Decision, not previously seen by the Complainant which the Ombudsman considers necessary to allow the Complainant to understand the reason for the decision.

### **Representations**

3.23 Following the procedure in Paragraphs 3.20 – 3.23, the Ombudsman shall consider any Representations made by either party before making his Final Decision.

3.24 The opportunity to make a Representation is a fundamental part of TRO procedures but will normally only be considered:

- a. if it can be shown that there has been a significant error in fact that would have had a material effect on the Decision;
- b. if significant new evidence is produced that will have a material effect on the Decision.

3.25 The Ombudsman can decline to consider a Representation if he considers it does not fall within either Paragraph 3.25a or 3.25b above or is, after due consideration a re-iteration of the original dispute.

### **Oral Hearings**

3.26 Any request for an oral hearing must be considered by the Ombudsman (or his appointed deputy) by reference to the nature of the issues to be determined and in particular the extent to which the complaint raises issues of credibility or contested facts that cannot be fairly determined by reference to documentary evidence and written submissions. In deciding whether there should be a hearing and, if so, whether it should be in public or private, the Ombudsman will have regard to the provisions of the European Convention on Human Rights.

### **Final Decision**

3.27 Having considered any Representations, the Ombudsman shall come to a Final Decision, in which he may direct:

- a. that the Member takes, or desists from taking, such steps as he may specify including the issuing a formal apology to the Complainant; and/or
- b. that the Member pays the Complainant an Award (not exceeding £25,000) by way of compensation for actual proven financial loss and/or aggravation, distress and/or inconvenience caused by the act or omission of the subject matter of the complaint.

3.28 Final Decisions shall be in writing and shall:

- a. give a summary of the reasoning for making the Decision;
- b. state the amount, if any, of the Award of compensation to be paid and the conditions for acceptance;
- c. specify any other direction that the Ombudsman has made;
- d. not be subject to further Representation;
- e. not be subject to appeal. See Paragraph 4.

3.29 Although such decisions are not subject to Appeal or further Representation this does not preclude the Complainant or Member raising a complaint in relation to process and procedures which will be dealt with in accordance with the TRO internal complaints handling procedure.

### **Awards**

3.30 The Awards made by the Ombudsman are compensatory and not punitive. They are to compensate a Complainant for a) any actual, proven financial losses and/or for undue and avoidable aggravation, distress and/or inconvenience that have been occasioned by the act or omission of the Member; and/or b) any reasonable and proven costs incurred by the complainant in bringing the complaint.

3.31 Any Award shall be for the payment by the Member to the Complainant of a sum not exceeding £25,000.

3.32 The Award shall state that if, within 28 days (14 days if there has been a Representation) after its issue, the Complainant agrees to accept it in writing in full and final settlement of the subject matter of the complaint, it shall be binding on both the Complainant and the Member.

3.33 If the Complainant fails to accept the Award within 28 days (14 days if there has been a Representation) of receipt thereof, the Award shall lapse.

3.34 If the Complainant accepts the Award in writing in full and final settlement of the subject matter of the complaint within 28 days (14 days if there has been a Representation), the Ombudsman shall notify the Member of that fact within 14 days of his receipt of the Complainant's acceptance. The Member shall then pay the amount of the Award to the Complainant:

- a. within 28 days of the Ombudsman's notification; or
- b. if the Award states that any monies are due to be paid by the Complainant to Member, within 14 days of the Complainant making such payment.

### **Full and Final Settlement**

3.35 Any Award made and accepted is in full and final settlement of all the complaints made against the Member upon which the Ombudsman has made a formal Decision.

3.36 The Ombudsman must inform the Complainant that acceptance of an Award and/or a Decision might compromise his ability to pursue that complaint through the Courts. By his acceptance of the Ombudsman's Award, the complainant is agreeing to the full and final settlement of that dispute. However, if he rejects the Ombudsman's findings in their entirety, he is perfectly entitled to pursue his case through the Courts, as he is with any complaint on which the Ombudsman has been unable or has declined to make a formal Decision.

### **Closure and Discontinuance**

3.37 On any settlement, withdrawal or lapse of a complaint, the Ombudsman shall discontinue his consideration of that complaint.

3.38 Once the Ombudsman has made a Final Decision and an Award has been accepted and paid in full and final settlement, the case is closed. That is the end of the matter. The case cannot be re-opened by either party, even with the production of new evidence, unless all parties agree.

3.39 The Ombudsman shall not be bound or in any way limited by any previous Decision made by him or by any predecessor.

## **PART 4 – IMPROVEMENTS IN STANDARDS**

4.1 The Ombudsman is to put before the Board proposals for the improvement of practice within the industry.

4.2 Subject to guidance (as updated from time to time) from Board as to the categories of cases that do not require routine reporting, the Ombudsman is to report to the Board when there appears to him to have been any single flagrant breach and/or any persistent breaches of the Code of Practice (where that applies) by any Member. The Board's powers to deal with such disciplinary matters are set out in the Articles of Association of the TRO and the Terms of Reference of Board's Disciplinary and Standards Committee.

## **PART 5 – OTHER POWERS AND DUTIES**

### **Promotion of the Scheme**

5.1 The Ombudsman shall publicise the scheme and explain to the media, general public, and retailers the scheme's processes and procedures.

### **TRO Office**

5.2 The Ombudsman shall be responsible for the day to day administration and conduct of the business of the TRO Office and its staff. He shall have power to incur expenditure on behalf of the Company in accordance with the current financial budget approved by the Board.

5.3 Subject to the general oversight of the Chairman of Board, the Ombudsman shall have power on behalf of the Company to appoint and dismiss employees, consultants, independent contractors and agents, and to determine their terms of employment or engagement.

5.4 The Ombudsman shall not exercise any power which the Articles of Association of the Company expressly assigned to the Board, the Board or any other person.

### **Board Meetings**

5.5 The Ombudsman shall endeavour to attend each meeting of the Board and put before it such business that he deems fitting and give it any information and assistance (including any general information about any reference) which it reasonably requests. Nothing in this clause excludes the Board from meeting in the absence of the Ombudsman.

### **Annual Report**

5.6 At a time to be agreed with the Board, the Ombudsman shall send to the Board Members a report containing, in relation to the preceding financial year of the Company, a general review of his activities during that year.

5.7 The Ombudsman's Report will be included in the Annual Report published by the Board for the interest of all stakeholders.

5.8 The Ombudsman shall be entitled to published anonymised reports of investigations in the Annual Report, on the website or elsewhere (as deemed appropriate by the Ombudsman).

## **PART 6 – INTERPRETATION**

6.1 In these Terms of Reference, the following expressions have the following meanings:

- **'Award'** means the compensatory element in money, or money's worth, of a Decision or Final Decision.
- **'Board Member'** means a member of the Standards Board.
- **'Company'** means Consumer Dispute Resolution Limited (trading as: "The Retail Ombudsman").
- **'Complainant'** means a consumer who has purchased goods or services from a Member and by whom or on whose behalf a complaint is made to the Ombudsman and any other person who has become involved as a result of a Member's actions. It includes a personal representative or any person so entitled to stand in his place after his death.

- **‘Board’** means the Standards Board.
- **‘Day’** means a calendar day, not a working day.
- **‘Decision’** is a direction and/or decision made by the Ombudsman within his powers under these Terms of Reference.
- **‘Final Decision’** is the decision made by the Ombudsman following any Representations.
- **‘Internal Complaints Procedure’** means a written procedure for the resolution of complaints by actual or consumers in relation to acts or omissions which could be the subject of an investigation by the Ombudsman, being a procedure under which the complaint, if not previously settled or withdrawn, is to be considered by the senior management of the relevant Member.
- **‘Member’** means any entity or individual who is directly a member of TRO or who is subject to the Ombudsman’s jurisdiction and these Terms of Reference by virtue of a contractual agreement with a trade association of which they are a member and has agreed to abide by their rules.
- **‘UK’** means England, Wales, Scotland and Northern Ireland.

## 6.2 In these Terms of Reference:

- a. references to the provision of services include, where the context admits, references to their non-provision;
- b. references to the singular number (including without limitation references to ‘individual’, ‘Complainant’ and ‘Member’) include, where the context admits, the plural and vice versa;
- c. references to the masculine include the feminine;
- d. references to Paragraphs are to Paragraphs of these Terms of Reference.

## **MEMBERSHIP RULES**

1) All bona fide organisations, within the retail, aviation, home services and non-regulated communications and energy sectors are eligible to apply for Membership of The Retail Ombudsman.

2) Members shall promote the aims and objectives of The Retail Ombudsman in raising the standard and profile of the sector they work within. Members shall abide by The Retail Ombudsman’s Membership Rules.

3) Members shall refrain from any commercial practice which could be adverse to the consumer and fair trade in general and which could bring The Retail Ombudsman into disrepute as a result of their membership.

4) Any Member, their staff or agents who are found to be in breach of the Membership Rules or show purposeful disregard for them or are guilty of dishonourable or unprofessional conduct or conduct which is, or could be prejudicial to the welfare of The Retail Ombudsman or its stakeholders may be suspended or excluded summarily from their membership and notice of such disclosed by The Retail Ombudsman.

5) In addition to Rule 4 The Retail Ombudsman may also summarily terminate organisations from membership in the following circumstances:

1. a) Where a Member refuses or is obstructive in accepting the findings of The Retail Ombudsman Alternative Dispute Resolution Service and/or fails to pay the costs that have been laid down.

2. b) Where a Member is more than two calendar months in arrears of paying their annual renewal or complaint handling fees.
3. d) Where during the course of dispute resolution, a Member is found to have falsified or withheld evidence or has purposefully misled The Retail Ombudsman.

7) Members shall not in dealing with The Retail Ombudsman's affairs represent or purport to represent the views of The Retail Ombudsman.

8) Any Member who has been suspended or excluded by The Retail Ombudsman shall have 14 days from the date of suspension or exclusion to present an appeal in writing to The Retail Ombudsman for consideration. During any period of suspension the Member must not hold itself out as a current Member of The Retail Ombudsman. Appeals shall be duly considered by The Retail Ombudsman and a decision made within 1 calendar month.

9) Members who have an order of bankruptcy made against them or enter administration, liquidation or otherwise cease to trade shall advise The Retail Ombudsman immediately. Notice of such may be grounds for The Retail Ombudsman to resign that organisation from their Membership. Where The Retail Ombudsman discovers that a Member has ceased trading for any reason given in this clause other than by notice, The Retail Ombudsman may resign the Member immediately. Members authorise The Retail Ombudsman to carry out checks with third parties for the purpose of identifying any adverse information about them if so required.

10) Members shall provide consumers with an internal complaints procedure, which shall be i) accessible, ii) clear; and iii) fair.

11) Members shall answer any written requests for information from the Retail Ombudsman as may be required from time to time enabling TRO to carry out its duties in administration of these rules or any other matters.

12) A full term of Membership to The Retail Ombudsman shall last for 12 months from 01 January until 31 December inclusive. All Membership renewals shall fall due on 01 January in each calendar year. Applications for membership made during a calendar year shall be charged pro-rata from the beginning of the month of application until 31 December.

13) Members who wish to provide proper notice of their resignation must do so in writing no later than 30 November in any calendar year; this being 1 month before renewal is due. Notice given inside of the remaining month of a term will not constitute proper notice and that member shall be liable for payment for the following full term in full together with any other relevant costs as set out. New applications for Membership received after 31 November in any given year shall be accepted on the basis of a minimum 13 month term of membership ending on 31 December of the following year.

14) Members will pay their renewal within 30 days of being invoiced by The Retail Ombudsman.

15) The Retail Ombudsman shall retain the absolute right to rescind or refuse to renew Membership for any reason. During the term of their membership Members shall be entitled to display The Retail Ombudsman Member logo and membership certificate in all of their outlets. Members who have resigned or are otherwise no longer Members shall discontinue the use of any material which, is related to The Retail Ombudsman, its logo or any other reference to their membership.

16) Members who have resigned or are otherwise no longer Members of The Retail Ombudsman shall continue to be bound by and pay the appropriate share of any costs in relation to any referral to The Retail Ombudsman Alternative Dispute Resolution Service which relates to a transaction that took place during their term of membership.

17) Unless The Retail Ombudsman ceases to operate or is unable to fulfil its duties, Members who have resigned or are otherwise no longer Members of The Retail Ombudsman will not be entitled to any refund of fees and shall pay all outstanding amounts due to The Retail Ombudsman prior to termination plus any additional costs incurred due to the Member's non-compliance with The Retail Ombudsman Membership Rules.

18) Members shall appoint an individual who will keep The Retail Ombudsman updated fully with regards to the contact details of the member including all business names, addresses, telephone and fax numbers and email addresses if they change during the term.

19) Members shall appoint a contact, who may be the same person specified in clause 18, together with at least one deputy who will be responsible for all matters relating to The Retail Ombudsman Alternative Dispute Resolution Service. The specified person and deputy should be equipped with such authority so as to bind the Member during negotiations over settlements with consumers and other matters arising out of the administration of cases.

20) Members will adopt written procedures for dealing with complaints and for the purpose of monitoring them. These procedures will include the name of the person within the organisation who is the nominated management contact with The Retail Ombudsman.

21) In the event of an unresolved complaint, Members will make available to their customers The Retail Ombudsman Alternative Dispute Resolution Service and accept as binding the decisions thereof and meet the costs as laid down. The decision of The Retail Ombudsman in respect of all Adjudication reports which are found against a member are final and no automatic route to appeal shall be afforded to either party. A consumer shall not lose their statutory rights or be bound by The Retail Ombudsman Alternative Dispute Resolution Service. The Retail Ombudsman shall retain the right to amend the Rules of Membership at any time without notice.

### **The Retail Ombudsman Code of Practice**

This Code of Practice forms part of the Membership Rules and provides a set of ethics, which set out to promote high standards and encourage good relations between Members, consumers and The Retail Ombudsman. This helps to inspire consumer confidence.

As part of membership, Members shall abide by the ethics of the Code of Practice, thereby supporting the overall aims and objectives of The Retail Ombudsman.

#### **Members will:**

1. Provide consumers with dependable products, which are fit for the purpose for which they are bought;
2. Provide clear and accurate product information prior to a sale, which will assist consumers in making well informed decisions;
3. Provide consumers with information regarding the likely performance of a product and any maintenance regimes, which may be required after purchase;

4. Provide consumers with clear and accurate information regarding product prices and delivery costs;
5. Deliver products as agreed, on time and in good condition and advise the consumer of any issues which may compromise delivery as soon as is practicable;
6. Provide all 'services' with reasonable care and skill and in accordance with the terms agreed;
7. Promote a high level of customer service and professionalism amongst staff and encourage them to meet all service requests with courtesy and efficiency;
8. Listen to customer feedback and where appropriate use it as a tool to improve service;
9. Avoid any commercial practice that could be adverse to the consumer and the principles of fair trade in general;
10. Listen to all complaints seriously and sympathetically and adopt an effective procedure when trying to resolve them. In the event of an unresolved dispute to accept the ruling of The Retail Ombudsman;
11. Promote the aims of The Retail Ombudsman in raising the standard and profile of the retail industry for the benefit of consumers; and
12. Observe and comply with all relevant consumer laws, regulations and directives.