

**Personal lifting equipment sales,
installation and aftercare —
Code of Practice**

Foreword

This Code of Practice has been drafted in accordance with the Office of Fair Trading (OFT) *Core criteria for consumer codes of practice* [1]. For an organization to claim compliance with this Code of Practice they have to follow the recommendations expressed in the form “should” and have to take the OFT guidelines into account.

This Code of Practice has been developed by The Lift and Escalator Industry Association in collaboration with the British Standards Institution (BSI).

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Introduction

This Code of Practice includes measures directed at the removal or easing of consumer concerns and undesirable trade practices arising within the personal lift sector of the lift and escalator business. It also goes beyond this to reassure consumers that they are receiving the best information and advice when purchasing personal lifting products. Consumers can include any individual or organization that might be purchasing personal lifting equipment. In many cases, this includes Local Authorities.

The Lift and Escalator Industry Association (LEIA) was formed in January 1997 by a merger of two existing Associations, the British Lift Association and the National Association of Lift Makers.

The merger was consistent with DTI objectives as it provided a single voice for industry and a strong and effective Association. The merger also made sense in simple terms. Duplication of effort is not cost-effective and industry demands a well-coordinated voice to represent its interests at both National and European level.

The merger was significant in that it brought together not only those who manufacture, install and maintain lifts and escalators but also those who supply component parts to the industry. There was virtually no loss of mutual membership; the new Association began with 125 member companies and the number continues to grow.

Not long after the merger, another association, the Stairlift Manufacturers Association, merged with LEIA. LEIA now represents a large part of the sector of industry that produces products such as stairlifts, homelifts and lifting platforms for the disabled.

The membership of the LEIA covers around 90 % of the lift and escalator business. This figure will vary according to whether the focus is on new lifts, maintenance or lifts for domestic use.

The membership maintains over a quarter of a million lifts in service.

Compliance with BS EN ISO 9000 is a requirement of full membership of LEIA.

1 Scope

This Code of Practice gives recommendations for best practice in the sales, installation, and aftercare of personal lifting products.

The Code includes measures directed at the removal or easing of consumer concerns and undesirable trade practices arising within the personal lifting equipment sector of the lift and escalator business.

2 Normative references

The following normative document contains provisions which, through reference in this text, constitute provisions of this document.

British code of advertising and sales promotion. Committee of advertising practice. London, 1999.

3 Terms and definitions

For the purposes of this Code of Practice, the following terms and definitions apply.

3.1

breakdown

event where the personal lifting equipment is not able to perform its usual function

NOTE A breakdown is different from a complaint and will normally be dealt with as a matter of urgency.

3.2

complaint

expression of dissatisfaction, brought to the attention of the supplier, that the product or service does not fulfil expectations

3.3

high pressure selling technique

inducement(s) to force quick decisions, badgering with repeated phone calls or unsolicited house-calls or knowingly taking advantage of vulnerable consumers

3.4

vulnerable

at risk of making an incorrect or inappropriate decision

EXAMPLE Where consumers are dealing for the first time with a complex product or service, they might be at risk of making an incorrect or inappropriate decision.

3.5

guarantee

protection against defects occurring

NOTE This is usually for a period of twelve months after installation but can be for longer. It is sometimes referred to as “warranty period”

3.6

plain English

clear, non-technical language that avoids jargon

NOTE Further information and guidance on plain English can be found in a free guide entitled “How to write in plain English” [2] at: <http://www.plainenglish.co.uk/crystal.html>.

4 General

4.1 Training

Staff involved in the implementation of the Code should be identified. Training should be provided to the identified staff in order that they know about and can comply with the recommendations of the Code.

4.2 Documentation for consumers

Documents prepared for consumers should be written in plain English.

5 Marketing and advertising

Advertisements and marketing material should conform to the *British code of advertising and sales promotion*.

When advertising and marketing material appear in different forms, other codes of advertising conduct, such as the Independent Television Commission (ITC), Radio Authority or Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS), should also be observed.

6 Pre-contractual and point of sale information and practice

House calls should be undertaken, without charge, to carry out a survey for the fitting of equipment and associated work (see **7.3**) and for advising on types and cost.

A quotation, on the basis of information obtained and the client’s needs, should be prepared and sent to the client with a stated minimum period for acceptance.

Full written versions of pre-contractual and point-of-sale information should be provided on request.

Pre-contractual and point of sale information should be clearly presented to ensure that consumers understand all aspects of the transaction that they are being expected to enter into. This should:

- not use high pressure selling techniques;
- explain any difference between the goods and/or services for sale and consumer expectations;
- provide clear and accurate information on contract terms (see clause **7**);

NOTE For information concerning re-purchasing rights, see **7.4** and Annex B.

- explain any disparity between design illustrations and the product to be supplied;
- explain any clear disparity between a consumer's stated requirements and the nature of the goods and/or services to be purchased;
- provide pricing information showing the total price and providing a breakdown, where appropriate, of that total showing e.g. delivery, VAT and credit charges, etc.;
- provide clear, accurate information on the availability and price of linked goods and services (e.g. routine servicing, telephone helplines, etc.);
- provide clear information on delivery and installation dates (see clause **8**);
- provide clear information on cancellation rights (see clause **9**);
- provide clear information on guarantees (see clause **10**);
- provide clear information on reimbursement (see clause **11**);
- provide clear information on after-sales service provisions (see clause **12**);
- provide clear information on complaints handling mechanisms (see clause **14**);

7 Terms and conditions of supply including fair contracts

7.1 General

Contracts should come into effect upon acknowledgement of a written instruction to proceed.

7.2 Work usually covered in contracts

The contract should include those areas of work relating to the progress of the purchased equipment, which may include the following:

- acceptance of order;
- progress of work;
- delivery time;
- cancellation;
- hand over;
- guarantee.

An illustration of what might be included under these headings is given in Annex A.

7.3 Additional work not usually found in contracts

There may be additional work required that would normally be undertaken by other trades, such as:

- a) up-grading of an earthing system;

NOTE Regulations forbid the installation of an electricity supply power point until the earthing of the system is in accordance with statutory requirements.

- b) in the case of personal lifting equipment, removal of handrails from the staircase by engineers to enable the equipment to be fitted but the replacement or re-siting of such handrails is not a part of the work normally undertaken;
- c) re-decoration work (necessary, for instance, as a result of removing handrails, or making good plaster or other such work) is considered to be best undertaken by those with the appropriate expertise;
- d) any re-fitting or in-filling of carpets which may need to be cut for fixing brackets;
- e) where, particularly in the case of vertical lifts, it is necessary for work to be undertaken by a building contractor more familiar with the structural requirements of the property.

Other exceptions for which the contract cannot provide may be:

- f) where installation is affected by the work of other contractors carrying out modifications to the property;
- g) where there have been any changes to the property since the quotation that prevents uninterrupted completion of the installation.

Items a) to g) will involve additional costs over the supply and installation of the equipment. These additional costs should be clearly outlined to the consumer where they are known in advance.

7.4 Re-purchase

The sale of personal lifting equipment does not imply an obligation on the manufacturer to purchase it back. Where re-purchase can be agreed, there will be a number of factors that will affect its second-hand value. These are listed in Annex B.

Where re-purchase can be agreed, the terms and conditions should be clear and should be written in plain English.

8 Delivery and completion dates

Consumers should be offered flexibility and choice regarding delivery dates and times.

Installation dates should be agreed with consumers in advance. Notice should be given to the consumer where it appears that these dates will not subsequently be met.

Where delays are unavoidable, consumers should be given advance notice in order to allow them to agree an alternative date or dates.

9 Cancellation rights

Once an order has been placed, cancellation by the consumer is likely to be subject to a charge with a deduction from the client's deposit to reflect costs incurred up to the time of cancellation. This should be made clear to the customer in pre-contractual material.

10 Guarantees and maintenance agreements

Clear and accurate details of standard guarantees and maintenance agreements included in the sale should be provided to the consumer. The nature and key elements of any additional optional extended guarantees being offered should also be clearly explained to consumers.

It should be made very clear to the consumer that optional guarantees are exactly that. There should be no high-pressure selling of extended guarantees nor any misrepresentation of their costs, coverage and any benefits they provide.

11 Reimbursement of deposit or prepayments

Deposits or prepayments should be reimbursed fully and without delay in the event that an order cannot be fulfilled, subject to the recommendations in clause 9.

Whatever reimbursement mechanism is in place, it should be clearly documented in the pre-contractual information.

A simple written request should be sufficient for consumers to obtain the reimbursements that are due to them.

12 After-sales service provisions

NOTE In the case of personal lifting equipment, maintenance agreements are usual practice and are beneficial to the consumer to minimize the risk of breakdowns.

Consumers should be made aware of who to call in the event of a breakdown and of the level of service they can expect.

Telephone numbers to call in the event of breakdown or further other services should be available and should be clearly stated in the consumer's operation manual.

13 Complaints handling

13.1 General

Suppliers of personal lifting services should make it clear in pre-contractual information that they are the first point of contact for customer complaints.

Suppliers of personal lifting services should have procedures in place for dealing with consumer complaints. Every endeavour should be made to deal with a complaint in the shortest possible time and the consumer should be advised of the expected timescale which should not exceed:

- two working days for acknowledgement of the complaint from receipt of the complaint;
- five working days for a notification of the planned action and guidance for how long that action is likely to take.

NOTE The above reflects the guidance given on best practice in complaints handling found within BS 8600.

13.2 Publicity of the complaints handling system

The point of sale and pre-contract/contractual material should publicize access to the complaints system. Key elements of the complaint system such as the following should be available to consumers:

- contact details regarding who consumers address their complaint to;
- any information consumers will be required to provide;
- details of any further complaint procedures.

13.3 Consumer advisers

Suppliers of personal lifting service should cooperate with local consumer advisers or any other intermediary appointed by the consumer.

Those acting on behalf of consumers should be given the same level of treatment as the actual complainant.

NOTE Consumers might need the assistance of others with more expertise/experience of dealing with the product or a complaint.

13.4 Mediation services

When a satisfactory resolution cannot be reached, a mediation service directed at arranging a decision acceptable to both parties should be available to the consumer. The body responsible for mediation services should respond within:

- two working days for acknowledgement of the referred complaint;
- five working days for a notification of the planned action and guidance for how long that action is likely to take.

This time-scale should be notified to the customer.

NOTE 1 In most cases, personal lifting service providers will satisfactorily resolve problems directly with the consumer. The role of the mediator will be to try and facilitate an agreement between the consumer and the business.

NOTE 2 LEIA undertakes the role of the mediation service for members of the Association.

13.5 Independent redress

An independent redress scheme should be available to act as an alternative to seeking court action.

The independent redress scheme should be binding. Personal lifting service providers should not be able to refuse to allow a complaint to go before the scheme if a customer so chooses. Furthermore, personal lifting service providers should be bound to accept a judgement made under the scheme. Any such scheme should be able to take into account possible breaches of the Code where relevant to the complaint.

14 Monitoring

Performance indicators should exist to measure the effectiveness of the Code.

Records of complaints subject to audit as part of an annual review (required of companies certificated to BS EN ISO 9000) should be used as performance indicators to demonstrate the effectiveness of the Code.

NOTE No individual companies will be identified in the monitoring process.

The operation of the Code and the numbers of complaints referred for mediation, with year on year comparisons, should be assessed on an annual basis.

Copies of the annual reports should be available to the OFT (if they require them).

15 Enforcement

A procedure should be established for handling non-compliance with the Code. The procedure should include reasonable time limits.

The procedures should deal effectively with breaches of the Code.

A range of sanctions for dealing with non-compliance should be set-out that may include procedures such as warning letters, suspension and/or termination of membership. The sanctions applied should be commensurate with the nature or frequency of the breaches.

NOTE Failure to adequately sanction will bring the Code into disrepute.

16 Publicity

Information publicizing the Code should be available that raises awareness of the Code.

Suppliers of personal lifting services should make clear (e.g. in advertising or point of sale material) their adherence to the Code of Practice.

Copies of Codes should be available without charge to consumers, to members, to local consumer advisers and to others with a legitimate interest.

Copies of any Code-related publicity generated by the Code sponsor should be available for inspection by the OFT.

Annex A (informative)

Typical wording in contracts for the sale of personal lifting products

A.1 Acceptance of order

The contract will come into effect upon acknowledgement of a written instruction to proceed.

A.2 Progress of work

The price quoted assumes that installation work can proceed to completion without interruption. In the event, for reasons beyond the suppliers control, this cannot take place, and additional visits are necessary, this will incur an additional charge.

A.3 Delivery time

Delivery periods quoted are estimates only. No liability is accepted for any delay due to lack of availability of labour or material or for other reasons beyond our control.

A.4 Cancellation

Should the consumer cancel after instructing the work to proceed the right is reserved to recover all costs expended up to the time of such cancellation.

A.5 Hand over

On completion, it is essential that the consumer, or their representative, is available for a demonstration of the completed installation and to receive and sign for receipt of the operating manual, the test certificate and training on the safe use of the equipment.

A.6 Guarantee

The supplier undertakes to rectify any defects arising from faulty materials or workmanship for twelve months, or any extended guarantee period that has been negotiated, after completion of installation, providing such defects are not attributable to wilful or accidental damage, misuse or other reasons beyond its reasonable control.

NOTE A guarantee for a full twelve month period will not necessarily be given for reconditioned equipment.

Annex B (informative)

Information regarding the re-purchase of personal lifting equipment

The following information gives guidance on the limitations associated with the re-purchase of personal lifting equipment where this facility is available.

The ability to pay any amount to take back a product will initially depend upon:

- its age and condition;
- existing in-company stock levels;
- market demand for second-hand products.

The difference in value between a new and second-hand product has to take into account that certain of the as-new costs will have included:

- an original assessment of the users specific needs;
- preparation of engineers drawings for fitting the equipment;
- customizing the product to suit specific circumstances;
- delivery from the factory;
- installation, test and demonstration/hand over.

These are cost factors that have no second-hand value.

In addition there has to be taken into consideration the costs associated with:

- dismantling and removing the equipment from its owners premises;
- transportation to the manufacturers works;
- storage for an unknown period.

Before personal lifting equipment can be offered for re-sale it will:

- need to undergo safety checks and a service;
- need further checks to ensure it complies with current British Standards and legislative requirements;
- require worn or damaged components to be replaced;
- have to be re-tested.

Certain features of the personal lifting equipment may have been designed to suit specific needs and may have to be replaced bearing in mind personal lifting equipment is invariably designed to suit individual circumstances.

Bibliography

Standards publications

BS EN ISO 9000:2000, *Quality management systems — Fundamentals and vocabulary*.

BS 8600:1999, *Complaints management systems — Guide to design and implementation*.

Other publications

[1] OFFICE OF FAIR TRADING (OFT). *Core criteria for consumer codes of practice — Guidance for those drawing up codes of practice*. London, 2002.

[2] THE PLAIN ENGLISH CAMPAIGN. *How to write in plain English*.
<http://www.plainenglish.co.uk/plainenglishguide.html>