



# **Society of Master Shoe Repairers**

CODE OF PRACTICE FOR CUSTOMER CARE

Information for Members

This Code of Practice was originally drawn up in consultation with the Office of Fair Trading, and has since been improved and updated in accordance with new guidelines issued by the OFT, in the interests of all our customers.

### ***Local Service - National Standards***

This Code of Practice applies to members of the Society of Master Shoe Repairers, formally known as The MultiService Association.

The assistance provided by Northamptonshire County Council's Trading Standards Department with the improvement of this Code, and the support provided by the industry's suppliers organisation, Cutting Edge, are gratefully acknowledged

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# **POLICY STATEMENT**

## **1 INTRODUCTION**

Compliance with the terms of this Code of Practice is a condition of membership of the the Society of Master Shoe Repairers (SoMSR). The code sets out the policy that guides the way businesses that are members of SoMSR behave towards their customers.

It has three main objectives:

1. To make clear the minimum standard of service customers can expect from a business which is a member of the Society of Master Shoe Repairers.
2. To make the staff in all members shops aware of the importance of good service.
3. To make the general public aware that an excellent service is available from members of SoMSR.

The code is not intended to ensure that members simply adhere to the law in their dealings with customers. While compliance with the law is obviously essential, the code is intended to offer consumers benefits beyond the basic protection which the law offers, and to improve customer service standards generally. SoMSR members are constantly

diversifying into new fields, and this Code of Practice applies to the full range of goods and services offered by all our members. The Code of Practice must be prominently displayed in all members' premises so that it can easily be seen by members of the public.

## **2 CUSTOMER INFORMATION**

If people are to gain full benefit from the services our members offer, they require full and accurate information. Every effort should therefore be made to ensure that every customer, regardless of any disability or vulnerability, 'either real or perceived, understands all aspects of the transaction. For example, customers should be made fully aware of the speed of service and the price of the job. The Code of Practice requires this kind of information to be clearly stated both in the shop itself and on the customer's copy of the repair or service ticket that is issued. This should be extended to all the services offered.

## **3 MONITORING COMPLIANCE WITH THE CODE**

a. Compliance will be monitored by a committee comprising of the Chief Executive of SoMSR, a member of the public and, as Chairperson, an independent representative of a consumer organisation. The Chairperson will have a casting vote. The committee will monitor compliance with the terms of the Code through the use of Mystery Shoppers and customer reply cards and by inviting customer comments via the SoMSR website at [www.somsr.com](http://www.somsr.com) a report on the operation of the Code will be published annually.

b. This committee will, when necessary, institute disciplinary proceedings against members failing to adhere to the terms of the Code including, as a last resort, expulsion from membership of the Society of Master Shoe Repairers.

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## **GUIDE TO THE CODE OF PRACTICE**

This Code of Practice was originally drawn up in consultation with the Office of Fair Trading, and has since been improved and updated in accordance with new guidelines issued by the OFT, in the interests of all our customers.

### **1 ADVERTISING**

a. All advertising and display material will comply with both the letter and spirit of current advertising legislation and with the British Code of advertising, Sales Promotion and Direct Marketing which is enforced by the Committee of Advertising Practice (CAP) and administered by the Advertising Standards Authority. All advertising will be clear, truthful and accurate and will not intentionally mislead any customer about the goods or services offered.

b. Claims such as "While-you-Wait" Service should be used with caution and any limitations on the service, for example, due to machinery breakdown, must be clearly indicated as soon as they occur.

c. No advertisement of goods for sale, or services, can appear if either the goods are not available or it is not possible to provide the service advertised.

d. Members must not display any notice or sign which may mislead any customer about their legal rights. The use of slogans like "No Goods

Exchanged" and "No Refunds Given" is prohibited.

## **2 SERVICES**

### **a. General**

When our members accept items for repair etc, they must use materials that are reasonably fit for the purpose, and must ensure that all work is carried out in a proper and workmanlike manner. Where a completion date is not previously agreed, all work must still be carried out within a reasonable period of time. The price charged must be the same as that stated on the price list displayed in the shop at the time of acceptance, and as stated on the ticket, unless a different price was mutually agreed. Every attempt must be made to avoid damage to customers' goods.

### **b. Items for Repair**

If our members consider that any item submitted for repair, etc, is either unsuitable for the work requested, or that it would be uneconomical for the customer to have the work done, then they will advise the customer of this as soon as possible, and give them the opportunity to cancel the order. It is recognised, however, that certain services, such as shoe repairs, cannot be cancelled once the work has been started, due to the need to disassemble footwear as part of the repair process. However, wherever possible our members will respond as fairly as they can to a customer's wish to cancel their order.

### **c. Exclusion of Liability**

Members must not normally attempt to limit their liability for the work they carry out. However, where a job is especially difficult and a perfect result cannot be guaranteed, or where there is an obvious risk that the customer's goods might be damaged whilst being worked on, the customer must be made aware of the risk involved. Then, if the customer still wishes the work to All rights reserved.! be carried out, a note should be made on the ticket, or other relevant form, of any agreed limitation of liability and this should be signed by both parties.

### **d. Pricing**

A guide to the current prices of the main services offered, inclusive of VAT if applicable, must be prominently displayed.

### **e. Price Reductions**

Where a price reduction is offered the member should ensure that it is clearly understood and easily verified by the customer. Imprecise comparisons with claims of "worth", "value" and "price elsewhere" are not to be used. Where the member wishes to show a price reduction the following methods are recommended:

*A reduction from the member's own previous price or charge. The claim should include:*

1. the current price.
2. the previous price or reduction from it.



3. the nature of the higher price, e.g., "Our Previous Price".

*A reduction from the manufacturer's or supplier's recommended price.*

*The claim should include:*

1. The current price
2. The recommended price or reduction from it
3. The nature of the higher price, e.g., "Manufacturers Recommended Price".

In making these statements, however, members should at no time attempt to confuse or mislead the customer, or falsely describe any of the goods or services offered at a discount and must ensure at all times that Part 3 of the Consumer Protection Act 1987 section 20 is followed. Under this legislation an indication that goods were previously offered at a higher price shall be treated, unless the contrary is expressed, that they were so offered within the preceding 6 months for a continuous period of not less than 28 days.

#### **f. Tickets**

Members must issue a ticket showing the agreed cost of the work, and any agreed date and time for collection, for all customers' items left on the premises. The customer must be advised of any subsequent increase in the cost of the job before the work is carried out.

### **g. Pre-payment**

When deposits are paid for goods on order, or pre-payment is made for repairs or other work, the customer will be given a clearly marked receipt, or this will be noted on the job ticket. Payments of this type will be refunded promptly if the member is unable to supply the goods or service, or the customer cancels the order before work has started.

### **h. Advice**

Members will always be prepared to offer customers relevant advice about the work they want done, in particular about the materials to be used and the subsequent care needed. We appreciate that customers usually have only a limited technical knowledge of the services offered, and members and their staff will be able to give clear, accurate and relevant advice. Every item taken in should be examined carefully and a clear diagnosis given to customers before the repair or service ticket is made out. You should also be made aware of any damage or faults which may exist, and a note of the details should be made on the job ticket and signed by both parties before any work is started.

### **i. Uncollected Goods'**

Members are required to display a notice stating that any article left for work to be carried out, and not collected within six months\* may be disposed of, and any proceeds from the disposal used to offset the costs incurred. This action can only be taken after all reasonable attempts to

contact the customer have been made, so that they can collect their goods and pay the charges involved.

*\*The legal minimum is actually three months, and many of our members retain uncollected goods for a longer period than six months.*

### **3 MERCHANDISE**

#### **Requirements under the Sale of Goods Act 1979 (as amended):**

Most members sell a range of goods in addition to providing services.

The Sale of Goods Act 1979 (as amended) says that:

- *Goods must match any description given to them*
- *Goods must be of satisfactory quality. This means they should meet the standard a reasonable person would regard as satisfactory, taking account of any description of the goods, the price and all other relevant circumstances*

*The quality of goods includes their state and condition. Among others, the following are, in appropriate cases, aspects of the quality of goods:*

- a. fitness for all the purposes for which goods of the kind in question are commonly supplied*
- b. appearance and finish*
- c. freedom from minor defects*
- d. safety*
- e. durability*

*- Goods must be fit for any particular purpose that was made known to the seller, unless the seller disputed their appropriateness for that purpose at the time*

#### **4 DEALING WITH COMPLAINTS**

Badly handled complaints often take on an importance quite out of proportion to the nature of the original dispute. Members must ensure that all complaints are dealt with promptly and politely and, if possible, by a senior member of staff. If the member decides that the customer has not got a justifiable complaint, he must explain politely why he thinks so. If the customer is still not satisfied they should be made fully aware that the MSA, or the Local Trading Standards Office, Consumer Advice Centre, or Citizens' Advice Bureaux (whichever is appropriate) is prepared to help to settle the complaint. In order to ensure maximum co-operation with local consumer protection officials, the member should contact them as soon as possible to discuss the situation.

##### **a. Services**

In the event of work being unsatisfactory as a result of defective materials or poor workmanship, the member should offer to resolve the problem fairly, promptly and free of charge, or to compensate the customer for any reasonable loss suffered.

## **b. Merchandise**

If a product that was faulty at the time of sale is returned to the seller, the customer is legally entitled to:

a. **a full refund**, if this is within a reasonable time of the sale

('reasonable time' is not defined in law but is often quite short); or

b. **a reasonable amount of compensation** (or 'damages') equal to the cost of repair. It would be for the consumer to prove that the goods were faulty. Alternatively, under the Sale and Supply of Goods to Consumers Regulations 2002, consumers may request the following redress:

a. A repair or replacement. The retailer can decline either of these if he can show that they are disproportionately costly in comparison with the alternative. However, either remedy must also be completed without significant inconvenience to the customer.

b. If neither a repair or replacement is realistically possible, customers can request instead a **partial or full refund**, depending on what is reasonable in the circumstances. It may be the case that a full refund is not reasonable because the customer will have enjoyed some benefit from the goods before the problem appeared. This needs to be taken into account before a reasonable partial refund can be assessed.

If customers opt for rights under the Sale and Supply of Goods to Consumer Regulations 2002 then it will be for the retailer to prove the goods, were not faulty at the time of supply. In any event claims in

respect of faulty goods should be made within six years of sale. This does not mean that all goods have to last six years, it is merely a time limit set by legislation for taking an action for unsatisfactory goods.

### **c. Resolution of Disputes**

Where necessary, the MSA will provide an effective, independent, and lowcost complaints redress system for each aspect of the members' business. In the event of a complaint, customers will be able to request an independent opinion. A form requesting all the details of the complaint will be provided to both the member and the customer involved and both parties will be given the opportunity to read the others comments. There will be a charge for this service. The member will be required to pay £20.00, plus any postage involved.

The customer will be required to pay £10.00, but if it is decided that they have a valid complaint this payment will be refunded, and they will be advised what action the member is required to take.

All our advertising and display material will comply with the letter and spirit of current legislation, and with the British Code of Advertising, Sales Promotion & Direct marketing. All our advertising will be clear, truthful and accurate.

We will display a guide to the current prices of the main service we offer.

We will provide every customer with a ticket for goods left on the premises, showing the cost of the service requested and, whenever possible, the estimated date for collection.

We will make every effort to ensure we provide best advice and workmanship.

We will not restrict our legal obligations to our customers.

In the event of work being unsatisfactory as a result of the use of defective materials or poor workmanship, we will correct the problem fairly, promptly and free of charge, or offer fair compensation.

In the event of a complaint, we will make every effort to resolve the problem promptly and politely.

In the case of an unresolved complaint, we will provide full details of the Association's independent complaints procedure and will abide by the outcome of any investigation, and of any ruling made, by the MSA.

We will co-operate fully with consumer protection organisations such as Trading Standards Departments, Citizens' Advice Bureaux and Consumer Advice Centres.

All enquires relating to this code should be addressed to:

The Chief Executive, Society of Master Shoe Repairers, Email: [info@somsr.com](mailto:info@somsr.com)

[www.somsr.com](http://www.somsr.com)

The Society of Master Shoe Repairers will monitor and enforce compliance with this code and will produce an annual report on the Code's operation and its effectiveness. Full copies of the code are available free of charge from the above address or by phoning 01400 281298, and can also be downloaded at [www.somsr.com](http://www.somsr.com)

The main points of the Code are shown below

# The Multi Service Association

## Code of Practice

Members of the MultiService Association believe in giving their customers a fair deal and value for money. As a condition of their membership, all members fully comply with the terms of our Code of Practice for Customer Care. The code was originally produced in consultation with the Office of Fair Trading and has since been updated and improved in accordance with new OFT guidelines.

### **GETTING THE MOST BENEFIT FROM THE CODE**

Members should inform all members of their staff of the Policy regarding service to customers, and should also establish quite clearly in everyone's mind that personal effort by each member of staff to improve the way they serve customers will result in increased sales. The customer will benefit through a better service and the business will benefit through having increased numbers of satisfied regular customers.

The operation of the Code of Practice must involve every member of staff, because everyone in a members shop has an important part to play in the service provided. Members should therefore ensure that all their staff has a clear understanding of:

1. Policy Statement
  - a. Purpose of the code
  - b. What information customers should have
  - c. How the code will be monitored
2. Advertising
  - a. Clear, truthful and accurate
3. Services
  - a. Material used
  - b. Unsuitable or uneconomical repairs
  - c. Exclusion of liability
  - d. Pricing
  - e. Price reductions
  - f. Tickets
  - g. Advice
  - h. Customers uncollected goods
4. Merchandise
  - a. Sale of Goods Act 1979
5. Complaints
  - a. Services
  - b. Merchandise
  - c. Sale of Goods to Consumers Regulations 2002
  - d. Why resolving complaints is important
  - e. Resolution of disputes



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- We will provide every customer with a ticket for goods left on the premises, showing the cost of the service requested and, whenever possible, the estimated date for collection.
- We will make every effort to ensure we provide best advice and workmanship.
- We will not restrict our legal obligations to our customers.
- In the event of work being unsatisfactory as a result of the use of defective materials or poor workmanship, we will correct the problem fairly, promptly and free of charge, or offer fair compensation.
- In the event of a complaint, we will make every effort to resolve the problem promptly and politely.
- In the case of an unresolved complaint, we will provide full details of the Association's independent complaints procedure and will abide by the outcome of any investigation, and of any ruling made, by the MSA.
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For more information please contact The Society of Master Shoe Repairers

Email: [info@somsr.com](mailto:info@somsr.com)

Web: [www.somsr.com](http://www.somsr.com)

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For further information, please contact

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