



Trade Association for
Content Delivery

Code of Conduct

For Members of the Confederation of
Aerial Industries Limited



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Introduction

The Confederation of Aerial Industries Limited (CAI) is the largest representative body for the TV and radio signal reception industry. A fundamental requirement of membership is that companies conduct a sound and reputable business. The CAI has always demanded a high standard of commercial and technical competence from its members as well as courteous and effective customer relations.

Today's market for goods and services has seen the emergence of a more discerning consumer. The public demands more quality with an extension of the back up services. This means that not only is there more competition on price but also on the ability to provide a better service for their customers than their competitors. Government and consumer bodies now recommend trade associations as a point of reference more and more as many offer guaranteed services.

Gaining membership of the CAI is by no means an automatic procedure. Applicants must satisfy the Board of Directors that:

- They conduct a sound a reputable business
- Have the appropriate levels of insurance cover
- Comply with the CAI Codes of Practice
- Fulfil minimum trading requirements

The CAI employs full-time assessment officers to carry out regular checks on its members as well as a full-time membership secretariat who ensure that all requirements are complied with. All new applicants are assessed as to their ability to adhere to the codes of practice relevant to their area of work. In addition all installers working at height must be competent and hold certification relevant to access equipment they use to work at height. All engineers visiting customers in the home must be have basic disclosure background checks that are free of criminal convictions.

The settlement of disputes is integral to the consumer facing aspect of the CAI. Every complaint received about a member is evaluated either directly by the Chairman of the Complaints Committee, the CAI Senior Executive or a CAI Assessment Officer. All members have to adhere to the decision of the Complaints Committee, as laid down in the CAI Regulations.

Aims & Objectives

The purpose of this Code is to provide a framework to which all companies must conduct their business.

It is in the interest of both the CAI member and the customer that a good service is provided followed up by an efficient after sales service. This service should be professional, reliable, efficient, courteous and fair.

In the event that a member's conduct to a customer is proved unsatisfactory and have fallen below the standards set out in this Code of Conduct, then measures will be implemented by the CAI Board of Directors which may result in a warning or termination of membership.

We are all consumers and we all expect quality service at a reasonable cost. The CAI aims to ensure that all of its members provide this.

1. CUSTOMER LIAISON

When a customer contacts a company to carry out some work, the initial contact is usually by telephone, although with the increasing availability of broadband communication. It is important that all CAI members have clear, concise response mechanisms to address consumer requests for advice and service.

- 1.1 With telephone contact, it is important that the customer can immediately recognise that they have contacted the chosen company. Answering with generic statements like 'TV aerials' or similar should be avoided.
- 1.2 Any answering service, electronic or manual telephone answering system should clearly state the company name.
- 1.3 All enquiries are to be dealt with in a courteous manner and with guarded comment over the marketing techniques of competitors.
- 1.4 All customers requesting further advice or follow-up calls should be logged for future reference.
- 1.5 Members should avoid the use of a mobile phone as the prime source of initial contact with the customer i.e. a mobile number should not be the main contact number advertised, simply a means for the customer to make direct contact with the relevant member of staff.

2. CALL-OUTS

- 2.1 When a request for a call-out is received from a customer, they will be advised of any minimum call-out charge that will be incurred. In addition, the customer will be informed of payment arrangements.
- 2.2 Should the job not be completed, the installer will report the problems to the customer and the reasons why the job has not been completed.
- 2.3 Where an appointment has to be cancelled through circumstances beyond the usual day-to-day running of a business, the company will endeavour to advise the customer of any changes in the appointment time.
- 2.4 Conversely, companies will advise customers of the inconvenience and expense that can be caused by the customer's failure to cancel or re-arrange appointments.
- 2.5 If an estimate is required, the customer will be advised whether or not the estimate is provided free of charge.
- 2.6 Where a quotation is required, as distinct from an estimate, it should be realised by both parties that the acceptance of a quotation constitutes a contract embodying the terms of the quotation.

3. VISITS TO CUSTOMERS

- 3.1 When arranging appointments, it is usual for staff to ask the customer if an appointment for either morning working hours or afternoon working hours is acceptable. If the customer requires a more specific time, then the member should endeavour to do this but make the customer aware that time delays are sometimes unavoidable. Every attempt must be made to keep to the appointments but in the event of any delay, it is important that the customer is kept informed.
- 3.2 In instances where special arrangements need to be made, e.g. to obtain access when the customer is absent or to tell the customer when they are about to call, details must be recorded on the company paperwork.
- 3.3 To ensure customer confidence, installers should show proof of identity on arrival. The CAI provides members with free Identity Cards for all members to use.
- 3.4 All CAI members are required to have full insurance cover for all aspects of their business. Most importantly, they must have public liability insurance which helps to give the consumer total peace of mind before the company even commences work.
- 3.5 Where practical, all vehicles should display the company name.
- 3.6 Member companies are encouraged to display the CAI logo on their paperwork and on their vehicles as this helps to inspire customer confidence. Where the logo is used it should clearly show the CAI membership number in accordance with CAI rules and regulations.

4. PRICE

- 4.1 Before the work commences it is important that the customer is fully aware of the total charges that will be incurred. This includes VAT where applicable. When necessary, the member company should have documentation that constitutes a contractual agreement between the company and the customer.
- 4.2 If a company accepts an advance payment or deposit for a job, then a clear indication of the period within which the job will take place should be given to the customer. If this is not adhered to, then the customer should be offered the option of a refund.
- 4.3 A company should not at any time attempt to mislead a customer or falsely describe any of the goods supplied.
- 4.4 If a company has inadvertently overcharged a customer then a refund of the excess charge should be given.
- 4.5 A company must advise customers at the time of sale of any special conditions that are applied to the sale of goods and services provided or to the use of credit cards and to the exchange or return of goods sold.
- 4.6 Where signal reception is considered to be difficult, any pre-installation assessment service charge, agreeable to both parties, should be established before work commences.

5. GUARANTEES

- 5.1 All CAI Members must guarantee their installations for a minimum of 12 months.
- 5.2 All new goods supplied to the customer should be guaranteed for a minimum of 12 months from the date of purchase, irrespective of whether the manufacturer's guarantee is for less.
- 5.3 The terms of any guarantee given must be clearly set out at the time of sale.
- 5.4 If any of the customer's own equipment has been used, this should be excluded from the guarantee the labour is guaranteed.
- 5.5 Members should deal with work carried out under their guarantee within 15 working days from the notification of the problem.
- 5.6 If during the guarantee period a company is unable to rectify the problem within 15 working days then the company will extend the period of the original guarantee by the period of time during which the customer has been without the use of the item.
- 5.7 Any extended guarantees or warranties should be notified at the time of sale and clearly marked on the receipt or invoice.
- 5.8 Member companies who are involved in installation work in the home should introduce the CAI Double Guarantee Leaflet to their customers. This helps to provide the customer with confidence as it states:
 - 5.8.1 In addition to the guarantee provided by the CAI member, where a member does not, or cannot honour the guarantee in the first 12 months for reasons outside of normal trading conditions the CAI will endeavour to resolve the issue.

**The CAI guarantee covers the first £500 of any once claim relating to defective workmanship, materials or installation, but does not cover any consequential damage or loss caused to persons or property.*
 - 5.8.2 All CAI members must have full insurance cover for any accidental damage caused whilst on the customer's premises.

6. INVOICES/RECEIPTS

- 6.1 All invoices/receipts should be clearly presented showing details of the work carried out, the materials used and VAT charged (if applicable).
- 6.2 All invoices/receipts should be printed with the company name, address, telephone number and contact details. The company's VAT registration number (if applicable) should also be clearly displayed.
- 6.3 All invoices/receipts should display Standard Conditions or Terms of Trading on the reverse side.
- 6.4 If any of the customer's own equipment has been used, this should be highlighted on the invoice/receipt and may be excluded from the guarantee.
- 6.5 Where applicable all invoice/receipts should record the level and quality of signals received at the viewing point(s) where signal provision is the basis of the service provided.

7. CUSTOMER CONFIDENTIALITY

- 7.1 All information received from customers will be treated with confidentiality.
- 7.2 All CAI members will ensure that such information is used for no other purpose than that for which it was provided. All installers should be made fully aware of their responsibilities under the Data Protection Act.

8. SERVICING/REPAIRS

- 8.1 When a request for a service is received from a customer, they will be advised of any minimum service charge that is applicable. In addition, the customer will be informed of payment arrangements.
- 8.2 When goods are handed in for servicing or repair, the customer will be provided with a receipt.
- 8.3 Completion of repairs will be dependent upon availability of parts. However, they should be completed within 15 working days. If there is going to be a delay in performing the repair, the customer will be notified and given a reason for the delay.
- 8.4 Should the fault not be repaired, the reasons for this will be reported to the customer. Reference should be made to at least one or more of the following:
 - 8.4.1 Not worth repairing due to age, etc
 - 8.4.2 Lack of replacement parts
 - 8.4.3 Requires major repair
 - 8.4.4 Unable to trace defect
 - 8.4.5 Several other defects are apparent
 - 8.4.6 Appliance unsafe (electrical, mechanical or physical)
 - 8.4.7 Unable to repair
 - 8.4.8 Beyond repair
- 8.5 When a company is not the service agent for equipment then they will provide the customer with the name, address and telephone number of the manufacturer or service agent. If appropriate, the company will accept the goods from the customer for return to the manufacturer or service agent for repair.
- 8.6 The company undertakes, where the manufacturer or service agent fails to provide an adequate service to his customer, to use his best endeavours to procure such a service for his customer. If the company is another CAI Member, then the CAI Conciliation Service can be used.
- 8.7. A repair will be guaranteed both in parts supplied and fitted and workmanship for a twelve month period.
- 8.8 If an estimate is required, the customer will be advised whether or not the estimate is provided free of charge.

- 8.9 Where a quotation for repair work is required, as distinct from an estimate, it should be realised by both parties that the acceptance of a quotation constitutes a contract embodying the terms of the quotation.

9. ASSESSMENT PROCESS

- 9.1 By consulting with, or employing the services of a CAI member, the consumer is assured that the member company can comply with all codes of practice and conduct applicable to the area of work in which they are engaged.
- 9.2 When applying for membership all companies have to agree to assessment procedure relevant to the category of business in which they work.
- 9.3 It is the duty of all member companies to inform staff of industry developments and changes. To ensure continuing professional development the CAI has monitoring and assessment processes in place that all members are subject to from time to time.

10. COMPETENT PERSONNEL

- 10.1 Members will ensure that all personnel are fit and proper persons to carry out their duties to visit customers' premises. All new member applicants have to forward a basic disclosure criminal records check for each engineer who will be engaged in working in customer premises.
- 10.2 Members will ensure that all personnel attending CAI training courses, CAI trade shows or any industry events, conduct themselves in a professional manner.
- 10.3 All staff must have the appropriate skills to perform their duties. A fully competent person should accompany trainees at all times. The CAI has a comprehensive education and skills programme to assist companies in training engineers to be fully competent in their areas of work.
- 10.4 All staff must be calm and courteous without showing undue familiarity.
- 10.5 All staff must use appropriate, sensitive language.
- 10.6 All staff must have full regard for the needs and concerns of the customer.
- 10.7 All staff must be fully aware of and have access to the CAI Codes of Practice.
- 10.8 All staff must be able to give clear, simple and accurate information to the customer.
- 10.9 All staff must be fully conversant with company Health and Safety procedures both in the company premises and place of work. All installing engineers will be certified in Safe Working at Height Procedures where relevant.

11. CLOTHING

- 11.1 At the place of work staff must wear the necessary personal protective equipment relevant to the type of work being undertaken.
- 11.2 Whilst not mandatory to CAI membership, the staff of some member companies will wear a uniform that helps to easily identify their employees.

12. COMPLAINTS

- 12.1 Customers who have a complaint with any aspect of the work carried out by a member company should always be encouraged to return to the member.
- 12.2 All CAI members should deal with customer complaints speedily and sympathetically and decisive action must be taken when relevant.
- 12.3 All complaints should initially be put in writing to the CAI Office indicating the nature of the complaint and the member company concerned.
- 12.4 The CAI is unable to conciliate if a company is not a member of the Confederation of Aerial Industries.
- 12.5 If the company are no longer members but the subject of complaint took place during their period of membership, then the CAI will try to conciliate.
- 12.6. Alternatively, if the CAI member is no longer trading but the subject of complaint took place during their period of membership, provided that the nature of the complaint falls within the CAI Double Guarantee, then the CAI will reconcile the problem.
- 12.7 If a complaint is unable to be resolved by the CAI Office, or the CAI Membership Committee the matter will go before the CAI Board of Directors who will make a decision from the evidence presented. If this is not possible, then either the Senior Executive or a CAI Assessment Officer may be asked to visit the installation and provide a report as basis for a decision.
- 12.8 The CAI member and the customer will be advised of any decision reached. If this requires an award or an action by the member this must be implemented within 15 working days, provided that the customer has fully accepted the CAI's decision.
- 12.9 If the customer is unhappy with the decision of the CAI, they can refer the matter to the local Trading Standards Officer, Consumer Advice Centre or Citizens' Advice Bureau. The customer can also pursue his normal legal rights and seek redress from the County Court (England, Wales) or the Sheriff Court (Scotland).

13. ADVERTISING STANDARDS

- 13.1 Member companies should not embark on advertising that is misleading in any way. Advertisements should be clear and honest and in accordance with any statutory requirements and the British Code of Advertising Practice.
- 13.2 All CAI members are encouraged to use the CAI logo in their advertisements. The logo must include a CAI membership number as specified by CAI rules and regulations. This helps to clearly identify a member company to the consumer and help avoid fraudulent use of the logo.
- 13.3 If a member wishes to use the CAI logo in conjunction with any alternative trading names then these must be registered with the CAI Office. Failure to do so could result in legal action by the local trading standards office.
- 13.4 All advertising should clearly show the company trading address or head office to which contact can be made by the customer. P.O Box addresses are not generally acceptable as the sole point of contact in an advertisement.

14. MARKETING

- 14.1 The Consumer Guidelines – this explains to the consumer the benefits of using a CAI Member and how to locate the member able to carry out the required service.
- 14.2 The CAI Double Guarantee – this increases customer confidence when this is attached to the members' own invoice/receipt (1.6 refers).
- 14.3 CAI Members are encouraged to display the CAI logo with membership number on their vans and on premises frontage where possible.
- 14.4 CAI Members are encouraged to use the CAI logo with membership number in their advertisements.
- 14.5 The CAI has a section in most Yellow Pages directories where members are allowed to advertise under the CAI heading.
- 14.6 Every effort is made to ensure that non-member companies do not display the CAI logo but it is always wise for the consumer to check with the CAI office that the company is a currently registered as a member.



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Setting the Standard for the Future

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