The British Association of Removers
CODE OF PRACTICE

As approved by the Board of Directors on 21st July 2022

FOREWORD

For over 100 years the British Association of Removers (BAR) has been the recognised voice of the professional moving and storage industry in the United Kingdom.

BAR Members range in size from small family businesses to multinational companies, but involvement in the industry alone does not qualify a company for membership. BAR inspects and investigates all potential Members and matches them against criteria for membership that cover premises, vehicles, staff, operational procedures and insurance arrangements. BAR also has a programme of ongoing inspection during membership to ensure standards are maintained.

Through this programme and through this CTSI Approved Consumer Code of Practice Scheme, BAR constantly seeks to raise standards in the industry so Customers may receive the most efficient and trouble free move possible.

This Code applies to all furniture removal activities for UK consumers dealing with a UK based BAR Member.

BAR and its Members recognise that moving home is a stressful experience and the purpose of this Code is to ensure that Members trade in a fair and reasonable manner. In the event that this does not happen, the Code sets out in-company procedures that should enable complaints to be resolved. If this fails, then BAR as Code Sponsor provides a low cost independent Alternative Dispute Resolution (ADR) scheme aimed at resolving problems quickly and fairly. Under this scheme the case will be determined by an independent accredited ADR organisation.

There is a range of disciplinary processes and sanctions built into the Code including expulsion for persistent or serious failure to comply with the Code.

Only bona fide Members of BAR, or approved partners, may legally use the BAR logo on vehicles, signage, websites, letterheads and promotional or packaging material.

Compliance with this Code is mandatory upon BAR Members who are also required to advertise their adherence to this Code.

You may always contact BAR Head Office on 01923 699480 to check that the company is a Member or you can visit the BAR website at www.bar.co.uk

No Code of this kind can lay down detailed rules of behaviour to cover every occasion. The Code's effectiveness is dependent on the observance of its provisions in the spirit as well as the letter. Compliance with this Code by Members of BAR is a powerful factor in maintaining and raising standards in the professional removal industry.

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Compliance with this Code is mandatory upon all UK based BAR Members engaged in all furniture removal activities for private individuals.

Nothing contained in this Code affects the contractual or statutory rights of the Member or the Customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau 'Advice guide' service by visiting www.adviceguide.org.uk.

1. STANDARD OF SERVICE

Members must be clear and open in their dealings with Customers. They must not knowingly misrepresent facts to a Customer concerning any aspect of a removal transaction. Members must behave at all times with honesty and integrity in all their dealings with their Customers and the general public. (e.g. by providing Customers with clear information, avoiding making additional charges for "hidden extras", and acting fairly and responsibly when dealing with reasonable Customer concerns).

Members shall maintain a high standard of service to Customers, trade fairly and responsibly and shall not conduct their business in any manner that would bring the Association or its Members into disrepute.

Members shall:

1.1 Safely handle and adequately protect Customers' effects for transport and/or storage to minimise the possibility of accidental damage.

1.2 Comply with all relevant statutory and regulatory requirements (see Annex) and ensure that their staff are aware of the requirements relevant to their jobs.

1.3 Carry out an accurate assessment of the work required and provide fixed price written Quotations without charge.

Quotations shall include a clear description of the work to be undertaken through the use of a service specification or equivalent.

If the items to be moved have been identified by way of a list, then the Member must make it clear that the quotation applies only to the removal or storage of those items listed.

1.4 Provide relevant advice and information to the Customer free of charge prior to, during and after the removal takes place.

1.5 Ensure that all staff are sensitive to the needs of, and offer additional help to vulnerable Customers, e.g. those for who English is not their first language, those with reading difficulties, or the physically disabled.

1.6 Ensure that all employees are fully aware of the terms of the Code relevant to them and that they play their part in ensuring that the Member complies with the Code.

1.7 Ensure that all Customers are made aware of the Code of Practice and the Member's mandatory adherence to it. This should be by distribution of a BAR Code leaflet or Member's own company literature.

1.8 Comply with BAR requirements for the independent monitoring of Customer satisfaction.

1.9 Not refuse to release goods for which they have no contractual liability and where no legal right (lien) exists whilst acting as a subcontractor or destination agent.

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2 ADVERTISING

2.1 All advertising and marketing material must be clear, legal and truthful. It must not be misleading, for example by containing false statements, concealing or leaving out important facts, promising to do something there is no intention of doing, or creating a false impression even if everything stated is literally true. It must be compliant with all relevant UK legislation (see Annex).

2.2 Where a Member uses an additional or alternative trading name all advertising and marketing material must clearly show the link or relationship with the Member.

2.3 Advertisements and marketing material shall display the Member's BAR membership number in conjunction with the BAR logo.

3 THE CONTRACT

Members shall provide the Customer with a clear description of the services to be delivered (The Quotation) and use fair and plain contract conditions which clearly set out the rights and obligations of each party. *(BAR publishes model Terms & Conditions which are available for use by Members)*

The Contract issued by the Member must comply with the Consumer Rights Act 2015.

The Contract must:

3.1 Show the name and address of the Member.

3.2 Describe the services to be provided for the price(s) quoted, and identify clearly those services which are excluded e.g. onward delivery following a period of storage.

3.3 Provide clear information on the removal plan, itinerary or schedule, especially in respect of timings where a part load or groupage service is applicable.

3.4 Describe the terms of payment.

3.5 Identify the circumstances under which any additional charges may arise, e.g. storage and redelivery charges when initial delivery cannot be made for reasons beyond the control of the remover.

3.6 Draw the Customer's attention to any services which the Customer might expect to be offered but which would not normally be provided by the remover:

Disconnection and/or reconnection of kitchen and other household appliances; taking down and re-hanging curtains; clearing out cellars, lofts and attics; dismantling and/or erecting bedroom and kitchen furniture, children's climbing frames, greenhouses, garden sheds, planters and maintenance of plants.

3.7 Provide the Customer with a copy of the full contract Terms & Conditions and in particular draw the Customers' attention to those clauses relating to cancellation/postponement rights and charges, limits of liability, time limit for making claims and detailing of the cooling off period considerations.

3.8 Provide clear information to Customers regarding the provisions for protecting and refunding pre-payments and deposits.

3.9 Incorporate an Acceptance form for the Customer's written agreement to the costs and services defined in the Quotation, and to the Terms and Conditions of the Contract.

4 INSURANCE & OTHER PROTECTION OPTIONS

All BAR Members must offer to their Customers, either:

a) Insurance against loss or damage to household goods and personal effects (see 4.1)

b) Other protection options (see 4.2)

4.1 Insurance

If the Member makes an insurance sale or offer such insurance must meet the Minimum Standards of Insurance set by the Association.

4.2 Other protection options

If insurance cover is not offered or arranged as above then, subject to a declaration of value by the Customer, the Member must accept liability under the terms of the Removal Contract. The Member must itself have in place insurance sufficient to meet such liability as specified in the Minimum Standards of Liability Insurance set by the Association. *(Available upon request).*

4.3 Members shall have in place Public Liability insurance to the level set by the Association.

5. PREMISES AND RESOURCES

5.1 Vehicles and Equipment

Vehicles used should be presentable, roadworthy and suitable for removal work. Equipment must be suitable and adequate for the work undertaken.

5.2 Offices and Warehouses

5.2.1 Members shall operate from an established commercial place of business and comply in full with all regulations.

5.2.2 Members shall have a dedicated and well maintained office area with reasonable access for the Customer.

5.3 Staff

5.3.1 All staff employed, contracted or hired by the Member shall be presentable, polite and reliable.

5.3.2 An induction programme shall be in place for all staff.

5.3.3 All staff shall be suitably qualified by means of an initial period of relevant training or adequate professional experience.

5.3.4 A continuing training programme shall be in place.

5.3.5 The company shall maintain a written record of the training undergone by each employee, including safety related training.

5.3.6 Where temporary staff are used, Members shall ensure that they are suitably qualified and/or supervised by full time employees.

5.4 Packing: Method and Materials

Packing materials and method used shall be suitable for the purpose required. Environmentally friendly, disposable materials should be used wherever possible, and in appropriate quantities for the protection and safe transport of the goods to be moved.

5.5 **Inventories and receipts**

5.5.1 For consignments accepted for storage, and/or international removals (excluding European removals by road), the Member shall provide, as agreed with the Customer, either a detailed inventory or receipt.

5.5.2 All consignments stored must be adequately identified and stored in such a manner as to protect them from damage, pilferage and confusion with other consignments.

6 CANCELLATION OR SIGNIFICANT ALTERATION BY MEMBER

The Member shall not cancel or significantly alter services previously confirmed in writing by the Member unless it is necessary to do so as a result of reasons beyond the Member's reasonable control, such as war or threat of war, riot, civil strife, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

6.1 The Member shall agree and confirm in writing to the Customer a timetable and description of services to be provided, and if for any reason these are significantly altered by the Member the Member shall give the Customer as much notice as possible of the changes.

6.2 Other than for reasons beyond the Member's reasonable control, if a Member does cancel services previously confirmed in writing, and for which a formal contract exists, the Customer shall be informed without delay and paid within 5 working days of the date of notification. One of the following:

- If the cancellation occurs more than 10 working days before the agreed date for the work, a refund of 100% of all monies paid.
- If the cancellation occurs within 10 working days or less before the agreed date for the work, a refund of 150% of all monies paid with the exception of any VAT or insurance charge that exceeds that shown on the original removal quotation.
- If monies have not been paid, the Member shall pay all reasonable costs incurred by the Customer as a direct result of the cancellation.

6.3 If a Member does make a significant alteration to the agreed timetable or services within 10 working days of the agreed date for the work, the Customer shall be informed without delay and given the choice of one of the following:

- Accepting the alteration.
- Cancelling the agreed services and receiving within 5 days a full refund of all monies paid.
- In the event that the work has already commenced, payment of all reasonable costs incurred by the Customer as a direct result of the alteration.

6.4 Where agreed services cannot be delivered because of company failure (e.g. liquidation or bankruptcy) BAR will endeavour to obtain the services of another BAR Member to complete the contract.

6.5 In the event that arrangements in 6.4 above are not feasible and pre-payments have been made which cannot be refunded by the Member because of company failure, the Customer may apply for recompense from the BAR Advanced Payment Guarantee Scheme. ***The BAR APG Scheme is subject to terms and conditions available upon request.***

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7 COMPLAINTS, DISPUTES AND CLAIMS

7.1 Members must have in place responsive and user friendly procedures for dealing with Customer complaints.

7.2 The Member must ensure that all staff are instructed in the handling of complaints. Staff should always adopt a friendly positive approach and avoid a negative attitude when handling a complaint.

7.3 Members must ensure that all staff are able to provide the name and contact details of the member of staff to whom complaints should be referred.

7.4 An acknowledgement of a complaint must be provided within 3 working days with an endeavour to resolve the matter within 8 weeks from the date of receipt of the complaint.

If at the end of 8 weeks the matter has not been resolved the Member should advise the Customer of the availability of the BAR ADR service (as described in the Foreword.)

7.5 All members shall maintain a complete record of complaints from which an analysis of activities covered by the Code can be obtained. Members should take action based on this information to improve their level of service to Customers. Members should review their complaints log on a regular basis and make these available to an Association auditor upon request.

7.6 Members shall co-operate with Customers, their advisors and the Association in the resolution of complaints and/or the handling of liability/insurance claims.

8. DISPUTES

In the event of a dispute relating to the provision of a service covered by this Code, which cannot be resolved, either the Customer or the Member may refer it to the low cost independent Alternative Dispute Resolution (ADR) provided by the Association. Referral of a dispute to the ADR scheme does not prevent the Customer from taking subsequent legal action.

The Member must accede to participation in the scheme if the Customer so requests. Under this scheme, the case will be determined by an accredited independent ADR organisation. Recourse to the independent ADR scheme is subject to certain limits, current details of which are available upon request from BAR. Tel: 01923 699 486, Email: consumer.affairs@bar.co.uk.

The scheme is an effective and user friendly alternative to the County Court small claims procedure. Any award made under this scheme will be binding upon the BAR member. The consumer is free to reject the Ombudsman's decision or withdraw from the Ombudsman's process at any time. The BAR Independent Alternative Dispute Resolution scheme is provided by;

fhio Furniture & Home Improvement Ombudsman

www.fhio.org

8.1 The Member's participation and co-operation in the ADR process shall be mandatory.

9 INFRINGEMENT AND ENFORCEMENT

BAR, as Code Sponsor, will investigate all alleged breaches of this Code.

An independent Disciplinary Committee ensures that the Code is enforced effectively and disciplinary procedures are effective, fair and impartial. In addition the Committee deals with serious cases of non-compliance with the Code. Where a potential breach of this Code has been identified during the course of investigating a consumer complaint, BAR will normally endeavour to resolve the complaint before addressing the alleged breach.

9.1 The Member against whom the allegation has been made shall provide a detailed response to the Association, within 14 days.

9.2 If the facts alleged against the Member are adjudged to constitute infringement of this Code, either the Association or the Disciplinary Committee shall have the power to impose any of the following sanctions:

- Informal reprimand
- Written warning
- Re-inspection
- Improvement notice
- Fine
- Compulsory retraining
- Naming and shaming
- Suspension of services to the member
- Termination of membership

Any investigation or disciplinary action taken by the Association will be subject to periodic review by the Disciplinary Committee.

9.3 The Association has at all times the discretion to refer any alleged breach directly to the Disciplinary Committee.

9.4 Where a sanction has been imposed by the Association the Member must within 14 days of the service of the notice:

- accept the sanction

or:

- request that the matter be referred to the Disciplinary Committee

9.5 Where the Member fails to comply with Clause 9.4, the Association shall refer the matter to the Disciplinary Committee.

9.6 The decision of the Disciplinary Committee will be final.

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Annex

Current relevant statutory and regulatory requirements referred to in the Code include, but are not limited to:

- Consumer Protection from Unfair Trading Regulations 2008
- Unfair Terms in Consumer Contract Regulations 1999 (Prior to 5th October 2015)
- The British Code of Advertising Sales Promotion and Direct Marketing
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Health & Safety regulations
- Transport legislation governing the operation of goods vehicles
- Sale of Goods Act 1979 (Prior to 5th October 2015)
- Consumer Rights Act 2015 (After 5th October 2015)
- Supply of Goods and Services Act 1982 (Prior to 5th October 2015)

Definitions

For the purposes of this Code, definitions are as follows:

Acceptance	The formal written confirmation by a Customer of acceptance of a Quotation and the **Terms and Conditions** of the Contract.
Advertising	The promotion of removal services on websites or in any printed, viewable, audible or other form in order to attract business.
Alternative Dispute Resolution (ADR)	Alternative dispute resolution is the collective name given to several methods of dealing with disputes without going to court.
Association	The British Association of Removers.
BAR	The British Association of Removers.
Code	This The British Association of Removers (BAR) CTSI Approved Consumer Code of Practice Scheme.
Contract	Document comprising an offer to provide removal and/or storage services at a specified price, and incorporating an **Acceptance Form** for completion by the **Customer**.
Customer	A private individual who contracts with a **Member** for the removal, storage or shipping of his/her household and personal effects.
Disciplinary Committee	An independently chaired committee which deals with serious cases of non-compliance with the Code and ensures that the Code is enforced effectively and disciplinary procedure are effective, fair and impartial.
Member	A UK based removal company which is a Member of the British Association of Removers and as such a subscriber to this **Code**.
Advanced Payment Guarantee Scheme	A scheme under which Customers who have paid in advance for removal services and who are unable to claim a refund as a result of company failure on the part of the Member, may apply to have their money refunded.
Quotation	A communication in any printed, viewable, audible or other form which specifies the price for removal services offered by a Member in sufficient detail to allow a Customer to reliably purchase such services without obtaining additional information from the Member.

Significant Alteration	A change of date or a change to the agreed removal plan or timetable or services to be provided.
Terms & Conditions	A document forming part of the **Contract** which sets out the rights and obligations of each party.

Nothing contained in this Code affects the contractual or statutory rights of the Member or the Customer. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau 'Advice guide' service by visiting www.adviceguide.org.uk.

For more information on the BAR/CTSI Code of Practice, please contact the BAR Membership Services on Tel: 01923 699 483 or Email: membershipservices@bar.co.uk

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