



The Mac Technology Association *Members Code Of Practice*

This document details the Mac Technology Association's Code Of Practice, with which all Members of the Association are expected to comply. By purchasing or dealing with a Member of the Mac Technology Association, you are using a company that has agreed that the following Code of Practice applies to their business in addition to their own Terms and Conditions of Trading.

The background to this Code Of Practice

This Code of Practice is based on the code originally prepared by the Professional Computing Association in 1993, revised in 2005 following consultation with such bodies as the Office of Fair Trading and the Trading Standards organisation.

It has been amended by the Mac Technology Association to reflect the different trading practices and patterns of the Apple Reseller channel, and details the minimum levels of service that should be offered by a decent supplier, highlighting some of the perceived additional benefits you can expect when you buy from a Mac Technology Association Member.

Members aren't limited to the levels of service outlined in the Code where going further will result in higher levels of customer satisfaction. The Code has been reviewed from time to time and will continue to be so; this edition of the code includes major revisions during 2005 covering changes in law, market conditions and consumer needs.

Supporting the Code of Practice

You should find that our Members will display their 'Association Membership' logo in their advertising, on their correspondence, and prominently within their business premises - particularly in those areas where visitors to their business will be seen.

Companies who are not a current Member of the Association may not make use of the Association logo nor may they infer by any means that they are a part of the Association. Members are advised to ensure their staff are aware of their support of the Code & should make a copy of the Code available to them, ensuring that their staff understand the Code and its implications fully. Copies of the code for members are available to them at any time by email, or to view in the members area of the Association website.

What type of customer are you ?

We have tried to make the elements of this Code applicable, as far as possible, to business users as well as to personal purchasers / consumers. However the law defines those two types of buyer in different ways, and the solutions available to the different types of customer under the law vary. However, and for the purposes of this code, the generally accepted definition is that if you purchase something for use in the course of business, then you are a business user (as regards that product and that transaction).

Use of this Code of Practice

The Mac Technology Association will publish this Code Of Practice on their website, and make copies of it available to buyers on request along with a concise list of Members if requested. The Code also includes some advisory information for buyers to follow when dealing with their suppliers; our members will have read this advice and will be aware of it.

Methods of Trading & Promotion

Our Members will operate within the law, specifically within Sale of Goods Act, and comply with the British Codes of Advertising Practice and Sales Promotion Practice and any other applicable advertising Code. Our Members will ensure that where goods, products or services are offered for sale to the general public VAT inclusive prices will be clearly indicated.

Our Members must not trade in counterfeit or pirated goods. Any Member admitting to do so or being found guilty of having done so will be expelled from the Association.

Any of our Members who admit or are proven to have stolen Intellectual Property of any type or by any means will be expelled from the Association.

Any of our Members who admit or are proven to have encouraged or knowingly enabled their customers to commit theft of Intellectual Property by any means will be expelled from the Association.

Our Members should not, in their advertising or marketing, make direct damaging reference to the products or services of any competitor, whether or not that competitor is a Member of the Association, unless the Member concerned is prepared to substantiate such references.

Products for Review or Evaluation

Unless by specific agreement, our Members will not submit for magazine review or for customer evaluation any product containing non-standard or non-requested components if they know or have reason to believe that such variation might give rise to misleading judgement as to the normal performance of the product. Any variation agreed upon must be clearly documented. Our Members must also indicate to the best of their knowledge the cost and performance implications of the variation. Our Members should take reasonable steps to ensure that reviewers or evaluators have current price information.

Delivery Times

Unless otherwise advised, our member's delivery time - (the period between cleared funds being received and goods being available for shipment or collection) will average no more than 14 days - notwithstanding the method of payment agreed upon. Our Members must maintain records that will enable the Mac Technology Association to gain a reasonably accurate history of their average delivery times, should that be necessary.

Credit Card Payment

Where credit card payment is made, our members will operate within the terms and conditions of whichever credit card company their customer is using.

Pre-Payments

If a product is to be specially ordered or made specially for their customer (it does not appear in any current specification list) our Members may, with the agreement of their customer, take an initial deposit at the time of order. For bespoke items there is no limit on the value that may be required as a deposit. Our Members will clearly indicate at time of order the full details and procedures for payment and whether - within the law - a deposit is non-refundable.

Our Members are not required to provide products until cleared funds have been received. Our Members have the right to decide which payment methods are acceptable to them.

Safeguarding Pre-Payments

Our Members should take reasonable steps to safeguard pre-payments, especially from personal purchasers that are not otherwise safeguarded. Consumers paying by credit card have their payments safeguarded under Section 7 of the Finance Act.

Delay Causing Claim for Refund

In the event of any delay causing a delivery time longer than that which was originally agreed, and if full or part pre-payment has been made (cleared funds received), our Members recognise that the customer is entitled to request a refund of all pre-payments. Our Members will make any refund due without undue delay and wherever possible by the same means as was originally used for payment. Consumers must not be subjected to excessive procedures before payments are refunded. Consumers should note that many suppliers adopt the prudent business practice of not making refunds until they have received confirmation of payment from the credit card company. This may take several weeks and cause a delay in issuing a refund.

Quality Control

Our Members must operate quality control procedures appropriate to the goods being sold. Details of the Quality Control procedures will be supplied to customers upon request by the individual Member.

Dealing with Customers

GENERAL

Our Members will ensure that their staff who deal with customers are appropriately trained. Escalation procedures for sales enquiries, support & technical issues and customer services matters should ensure these issues are handled smoothly efficiently and promptly by appropriately trained staff. In the event that any of our Members does not have appropriately trained staff of their own, they must make suitable arrangements with third party suppliers.

Our Members must be able to provide either internally or through external suppliers appropriate expertise with regards to any hardware or software products being sold (unless this product is specifically excluded in advertising and relevant marketing materials). In this instance "appropriate expertise" is taken to mean the ability to translate the products' features and performance into terms that a typical user or potential user of that product would find understandable.

Any 'own brand', 'white label' or 'OEM' product sold by our members will be eligible for technical support for the lifetime of that product. In some instances "special offer" items may be sold which are not covered by lifetime support, in this case the item(s) concerned must be specifically excluded from lifetime technical support in any relevant advertising and also in any written quotation and invoice.

Money Back Guarantees

For Business Customers: any issues to do with refunds should normally be covered by our Members' own Terms and Conditions and/or negotiated contract.

For Consumers: any customers who purchase 'at a distance' (by fax, email, internet, telephone or other system) the Distance Selling Regulations provide protection and give the consumer the opportunity to change their mind and request a refund within seven days of receiving goods. There are some exceptions permitted within the law, for instance software. The Consumer Guarantees Directive as implemented within the Sale of Goods Act provides further protection for consumers. In addition, Mac Technology Association Members are recommended to offer some form of money back customer satisfaction scheme. The Mac Technology Association recognises that the seller has the legal right to charge the customer for the actual cost of making good a returned product should there be no fault with the product.

Our Members may not attempt to limit the legal rights of customers. Any Member found to have done so will be expelled from the Association.

Solving Problems

Our Members must take all reasonable steps to promptly resolve customer complaints and disputes, recognising that prolonged disputes are bad for their business and bad for the standing of the Association and its members as a whole.

Trading Standards Departments

The Mac Technology Association recommends that their members should maintain routine contact with their local Trading Standards Department.

Responding Promptly

All customer complaints and responses should be recorded. If a complaint is made in writing a response must be made in writing within 14 working days, notwithstanding any informal telephone response that might be made.

Maintaining Records

A manager with executive authority will be made aware of any formal complaints received by our Member, and records will be kept by the Member to enable meaningful statistics to be compiled with regard to customer complaints. The Member must have the ability to track any particular complaint through their complaints procedures.

Solving Disputes

The Mac Technology Association cannot become involved in any dispute centered round a supply date prior to the Member joining the Association.

If the Member and the customer cannot satisfactorily resolve an issue, having clearly made realistic efforts to do so, the Mac Technology Association is willing to help and give impartial guidance to either or both parties and to offer the services of conciliation.

Should a complaint become a matter of dispute requiring third party assistance, Members agree to co-operate fully with Trading Standards Departments, Consumer Advice Departments or others in attempts to find a solution.

Conciliation & Arbitration

Conciliation

If a customer remains unsatisfied with the action taken or solution offered by a Member then the customer may make a written request for the Mac Technology Association to become involved, enclosing a brief, clear statement of the facts as interpreted by the customer. The Mac Technology Association will then attempt to negotiate a fair, reasonable and mutually acceptable settlement. Members will co-operate fully with the Mac Technology Association in the search for a settlement. Mac Technology Association officers and Directors will not reveal details of any disputed issue to any outside party.

Note: Reasonableness. Bear in mind that opinion as to what is reasonable will vary according to product value, price and supply route. Whilst it might theoretically be reasonable for a retailer who charges high prices to swap out a product free of charge outside of the guarantee period when there is only a minor fault, an Internet reseller who you chose because they were the cheapest is unlikely to do the same. Consumer and retailer opinion as to what is reasonable are usually different and a decision may often require recourse to the law.

Complaints where Breaking of the Code of Practice is alleged

Any member of the public who believes that a Member of the Association is breaking the Mac Technology Association Code of Practice may submit a detailed written complaint to the Association. All such complaints will be investigated and an initial (or full) response will be made within 21 days. If further investigation proves necessary any additional response will be made within 90 days.

Our Members authorise investigation of complaints by the Mac Technology Association and will co-operate fully in such investigation. Where information is disclosed that may be of a commercially sensitive nature it will be handled in confidence by the Association and will not be disclosed to any third party.

Disciplinary Action

If any Member company cannot prove that it has rectified those aspects of its operation deemed by the Directors of the Mac Technology Association to contravene the rules of membership criteria or Code of Practice, and having been given due opportunity, by means of formal warnings, to rectify those relevant aspects, the Member will be asked, following majority vote of the board, to resign. Failing resignation the membership of that company will be withdrawn. No company that has resigned or had membership withdrawn will be reconsidered for membership of the Association for a period of 12 months from the date of the previous termination of their membership. If membership is resigned or is withdrawn a second time within 36 months of the first withdrawal then it will be for a minimum of twenty four months. No company whose membership has been withdrawn twice may subsequently become a Member of the Association unless agreed by vote of a majority of members.

The Mac Technology Association reserves the right to publicise the resignation or expulsion of a Member.

Monitoring Compliance

From time to time the Association may carry out a Code compliance monitoring exercise.

Publication of Activities

The Mac Technology Association will publish annually a report summarising its activities, including complaints received and their outcome. Such information will also be made available to the press and the public upon request.

Improvements

The Mac Technology Association aims to advise its members how their services may be improved and with this in mind will periodically assess consumer satisfaction.

The Mac Technology Association reserves the right to amend, modify and improve the terms and conditions detailed within this Code of Practice as and when deemed necessary.

Mac Technology Association

14 Anson Way

Bicester

Oxfordshire OX26 4UH

Tel: 08717 177264 Fax: 08717 177265

Email: info@mactechnology.org Web: www.mactechnology.org