

RULES OF MEMBERSHIP of The TECHNOLOGY CHANNELS ASSOCIATION

1. Compliance with the Rules of the Technology Channels Association (TCA) is mandatory upon Members; compliance with the TCA Code of Practice is mandatory upon Members that sell to users ("retailer members").
2. The Association grants to Corporate Members and Affiliates the right to use the **TCA Member** logo and mark in their advertising, marketing, documentation and similar materials in the manner as may be laid down from time to time by the Association. Members recognise and agree that such logos and marks are the property of the Association and the right to use them may be withdrawn.
3. The Association grants to retailer members, whether in the corporate or confidence assured class of membership the right to use its **Confidence Assured** logo and mark in their advertising, marketing, documentation and similar materials in such manner as may be laid down from time to time by the Association. Members recognise and agree that such logos and marks are the property of the Association and the right to use them may be withdrawn.
4. Members shall not take any action that might reasonably be considered as bringing the Association and/or its membership into disrepute; neither shall they deliberately act in a manner that might reasonably be construed by the directors of the association as denigrating fellow members of the association, its staff or directors, other than by fair comment.
5. Retailer members will make the TCA Code of Practice available to customers and will provide a copy upon request & will display the Association's Confidence Assured logo in their business premises and on their stationery in so far as it is reasonable for them to do so. The Association will provide members with digital images in order to facilitate this. Members will receive an annual Membership Certificate and are requested to display this wherever possible
6. The Association may monitor the relevant activities of retailer members to ensure that they are adhering to the Code of Practice. If a member is found to be failing in this respect the Association will notify the member accordingly and make recommendations in order to assist the member remedy the situation.
7. If a complaint is received by the Association alleging a breach of the Code of Practice by a retailer member, the member must co-operate with the Association in its investigation of the complaint.
8. If a Member cannot show that it has rectified aspects of its operation deemed by the directors to contravene the Rules, Membership Criteria or Code of Practice of the Association, as applicable, and having been given a reasonable time to conform appropriate to the circumstances and class of membership, the member will be asked, following majority vote of the directors, to resign. Failing resignation the membership of that company will be withdrawn.
9. In a severe case of contravention of the Code, Rules etc or non co-operation in the investigation or resolution of a complaint membership may be withdrawn without the member being offered the opportunity to resign and in such cases the Association has the right to publicise such expulsion.
10. No member who has resigned or had membership withdrawn will be re-considered for membership for a subsequent period of 12 months. If a member resigns or membership is withdrawn a second time within 24 months of the first withdrawal then it will be a permanent exclusion from the Association, but may be subject to appeal to Members at an EGM or OGM of the Association.
11. In cases of expulsion or resignation there will be no refund of any membership payment already received by the Association.
12. Application for Membership from an ex-member, whose membership has previously lapsed, has been asked to resign or membership withdrawn will be viewed as being a new application, with all fees being due as from a new member.
13. Members wishing to resign, other than being requested to resign under Rules 8 or 9, must give a minimum of 1 year's notice if they are corporate or individual members or three months notice if they are Confidence Assured Members and agree to pay for the unexpired portion of their current year's membership, if paying monthly in arrears
14. No business entity or individual person, or Individual Member of the Association not being a Corporate, Affiliate or Confidence Assured Member of the Association may display or otherwise use the logos or marks of the Association (as in Rules 2 and 3), being the property

of the Association. Such use may be deemed by the Association to be an attempt to defraud or to pass off and will result in any action felt necessary to protect the good name of the Association and its members. Any enterprise whose membership has been resigned or withdrawn loses all right to display the Association's logos and to claim membership of the Association and must remove all reference to the Association immediately upon membership termination.

15. The Association grants to Individual Members the right to use A.TCA or Associate – TC Association, F. TCA or Fellow – TC Association to Associate and Fellow Members as applicable. Such use must not imply that the business of the Individual Member is a Member of the Association.

16. Should a customer raise a complaint regarding a member to the Association's own informal conciliation service or to a local authority trading standards department or to arbitration, the member agrees to co-operate fully in seeking a solution.

17. As an aid to dispute resolution a member may request a Technical Report via the Association's Technical Panel Scheme (TPS) and if making use of the TPS without prior reference to the customer the member will pay the costs of the Technical Report in advance.

18. Members should offer their customers the services of the TPS wherever appropriate. Should a customer wish to use the TPS and does so with the agreement of the member the member agrees to be bound by the Technical Report and to refund the customer's prepayment

to the scheme. (See separate information regarding the TPS which is intended for use between retailers and their customers)

Technology Computing Association

Before we start

Buying a computer

There are many ways in which you can buy a computer product: from a shop, through the pages of a magazine or newspaper, over the Internet, or from an online auction. All these routes have their own benefits, and their own disadvantages. It can be difficult to decide who to buy from, but you may be assured that whatever supplier you select, if they are a Member of the Technology Computing Association (TCA), then they are bound by an industry Code of Practice which determines how they must treat you. They can be identified by the TCA Confidence Assured logo.

As time has gone on, computers have become more powerful as well as cheaper. More and more of us are placing increased reliance upon them in our daily lives – one result is that if things go wrong then there is potentially a greater impact upon us. So be prudent in your buying decisions, and always remember to regularly back up your data.

What is the TCA?

The Technology Computing Association is a trade association of companies, both big and small, that are involved in the computing business. We've been about since 1993. Joint turnover of our members is over £50 billion. Whilst some of our Members are trade-only manufacturers and distributors, the majority sell direct to users and are thus "retailers". From now on in this document, when we refer to "Members", we mean those PCA Members who are dealers, resellers or direct sellers and who therefore come under the provisions of this Code. This Code does not apply to transactions made within the supply chain – it only applies to sales between a retailer and an end-user, whether business or consumer.

The association recognises that quality of product and service is not necessarily related to the amount of business that a company does and that "local" suppliers can often provide a more personal level of service than international organisations – however those large organisations may sometimes be able to offer lower initial purchase prices. We strongly recommend that purchasers consider total cost of ownership – including service, guarantees and support as well as initial cost – before selecting their supplier. If you believe that paying for an extended warranty is a good thing, the TCA suggests that a warranty covered by third party insurance be considered.

Why a Code of Practice?

Members agree to operate within this Code of Practice, which was originally prepared in 1993 following consultation with such bodies as the Office of Fair Trading and the Trading Standards organisation. It details the minimum levels of service you'll get from a decent

supplier and highlights some of the extra benefits you get when you buy from a TCA Member.

Members aren't limited to the levels of service outlined in the Code where to go further would result in higher levels of customer satisfaction. The Code has been reviewed from time to time and will continue to be so; a major revision was made in 2005 to cover changes in the law, in market conditions and consumer need.

OFT Codes Approval Scheme

The Office of Fair Trade launched an approval scheme for Codes of Practice in 2005. The TCA decided not to apply for approval for the following reasons: the amount of administrative overhead required in order to apply for approval would be disproportionate to the benefit gained for the TCA's members and their customers; it was not appropriate to a fast changing industry characterised by small traders; the OFT Codes Scheme is focused on consumers, whereas the TCA's Code can be applied to business purchasers as well. Having operated a Code for over 10 years, the TCA's commitment to running an effective Code of Practice cannot be doubted.

Supporting the Code of Practice

Members should display the Association's Confidence Assured logo in their advertising and on their correspondence. If the company is not a current Member of the association they may not make use of the association's logo nor may they infer by any means that they are a part of the association. Members should ensure their staff are aware of their support of the Code & should make a copy of the Code available to them, ensuring that they understand the Code and its implications. The Code may be downloaded from the TCA website at www.pcassociation.org

General advice to buyers

Do some self-education before you buy. Read the computer magazines to get an idea of the most important product features and what they mean. Ask your local specialist supplier – preferably a TCA Member - for their recommendations.

Read the TCA Code of Practice to understand the sort of service that a good supplier should offer.

During your inquiries keep a note of the salesperson's name. Provide a written inquiry to a shortlist of companies, stating what you are interested in, and saying simply what you wish to do with it. Ask for a written quotation by return as well as a copy of the supplier's terms and conditions.

Eliminate companies with long delivery times if most others can get things quicker. And if one company quotes a much lower price for a similar product, ask why – you simply don't get something for nothing. But bear in mind that bespoke items are likely to take longer to deliver than standard items.

If you have to chase any of your shortlisted suppliers for a reply, think twice about them; any company that cannot respond promptly and properly at this stage has got little chance of sorting things out in the event of you having problems after you buy. So be ruthless - cross them off your list.

If you order out of the pages of a computer magazine use their own printed order form, that way you will gain some financial protection under the magazine's own customer protection scheme.

Keep a copy of all correspondence, especially your order. If at all possible, order using a personal credit card. If in doubt, buy from the nearest supplier.

For extra comfort always buy from a TCA Member.

Who are you?

We have tried to make the elements of this Code applicable, as far as possible, to business buyers as well as to personal purchasers ("consumers"). However the law defines those two types of buyer in different ways, and the solutions available to you under the law vary. The generally accepted definition is that if you buy something and make use of it in the course of business, you are a business user (as regards that product).

THE CODE OF PRACTICE

METHODS OF TRADING AND PROMOTION

General

Members will operate within the law, and specifically within the sale of Goods Act and will comply with the British Codes of Advertising & Sales Promotion Practice and any other

applicable advertising Code. Members will ensure that where products are offered to the general public VAT inclusive prices will be clearly indicated.

Members must not trade in counterfeit goods. Any member admitting to doing so, or being found guilty of having done so will be expelled from the Association.

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

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

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. Where performance comparisons are used the Member must make every effort to ensure that comparisons are fairly based, including both price and performance information as well as any relevant specification differences.

Contract information

Clear pre-contractual information including details of key terms must be available to customers, in full and in writing upon request, prior to purchase.

Prices quoted and invoiced should clearly show a total and a breakdown where appropriate including VAT, credit and delivery charges. Quotations will be fixed and valid for the period stated.

Clear and accurate information should be provided on any extra or linked goods or services such as routine servicing, telephone help lines etc.

Terms and Conditions of supply will conform to the Unfair Terms in Consumer Contracts regulations & they will be legible, comprehensive and comprehensible, and will clearly indicate guarantees and warranties and the optional nature of any chargeable extension to the consumer's legal rights.

Information regarding statutory cancellation rights will be provided

Products for review or evaluation

Unless by specific agreement, Members will not submit for a 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. The Member must also indicate to the best of their knowledge the cost and performance implications of the variation. Members should take reasonable steps to ensure that reviewers or evaluators have current price information.

Delivery times

Unless otherwise advised in advance 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. Members must maintain records that will enable the TCA to gain a reasonably accurate history of their average delivery times should that be necessary.

Delay in delivery

If a previously quoted delivery time is likely to be exceeded, the Member will take steps to promptly notify the customer and agree the most appropriate action to be taken.

Credit card payment

Where credit card payment is made, Members will stick to the terms and conditions of whichever credit card company the customer is using.

Prepayment

If the product is to be ordered or made especially for the customer (it does not appear in any current specification list) the Member may, with the agreement of the customer, take an initial deposit at time of order. For bespoke items there is no limit on the value that may be required as a deposit. 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.

No retailer is required to provide products until cleared funds have been received. Members have the right to decide which payment methods are acceptable to them.

Safeguarding prepayments

Members should take reasonable steps to safeguard prepayments, 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 prepayment has been made (cleared funds received), Members recognise that the customer is entitled to request a refund of all prepayments. The Member 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, and this may take several weeks and cause a delay in issuing a refund.

Quality-control

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

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

Members must be able to provide either internally or through external suppliers appropriate expertise with regard to any hardware products currently being sold (unless the product is specifically excluded in advertising and relevant marketing materials). In this instance "appropriate expertise" includes 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" product sold by 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 the Member's Terms and Conditions and/or negotiated contract.

For Consumers: For customers who purchase 'at a distance' 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, TCA Members are recommended to offer some form of money back customer satisfaction scheme.

The TC 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. 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

Speedy solution

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 TCA recommends that Members should maintain routine contact with the local trading standards department.

Responding promptly

Complaints and responses should be recorded. If the 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 formal complaints received by the company 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 trace any particular complaint through their complaints procedure.

Solving disputes

The TCA cannot formally become involved in any dispute where the original supply date is 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 TCA is willing to help and give impartial guidance to either or both parties and to offer the services of conciliation.

Should the 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 an attempt to find a solution.

Technical Report

The TCA has a Technical Panel Scheme. Where there is a dispute based upon specification and/or performance of goods that have been supplied, either or both parties may request that the item be examined by a Member of the Technical Panel, who will produce an impartial written report, following thorough examination and testing. Please contact the TCA for further details of this chargeable service.

Note: Expert Witness. Should a court call for the appointment of an expert witness the TCA

will put forward a Member of the Technical Panel, however the charge for such a person's

services is not within the normal Technical Panel Scheme and should be negotiated directly

with the Member.

TCA conciliation procedure

If the customer remains unsatisfied with the action taken or solution offered by a Member then the customer may make a written request to the TCA to become involved, enclosing a brief clear statement of the facts as interpreted by the customer. The TCA will then attempt to negotiate a fair, reasonable and mutually acceptable settlement. Members will co-operate fully with the TCA in the search for a settlement. TCA staff and directors will not reveal details of any dispute 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 is breaking the TCA 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.

Members authorise investigation of complaints by the TCA 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 the Member cannot prove that it has rectified an aspect of its operation deemed by the directors of the TCA to contravene the rules, 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 Member will be expelled. No company that has resigned or has been expelled 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 a Member resigns or is expelled a second time within 36 months of the first withdrawal then it will be for a minimum of 24 months. No business whose membership has been withdrawn twice may subsequently become a Member of the Association unless agreed by vote of a majority of Members. The TC 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 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 public upon request.

Improvements

The association aims to advise its Members how their services may be improved and with this in mind will periodically assess consumer satisfaction.