



Guide to BCFA Membership and Members Code of Practice

The BCFA exists to facilitate opportunities for its member companies. Providing knowledge and inspiration for the commercial furnishing industry, architects and designers and those who own and operate commercial properties.

This document explains which companies can belong to the BCFA, how they qualify for membership and the obligations of membership. More importantly it provides those buying and procuring services with a guide to good practice and the standards expected from suppliers.

Details on the membership criteria for those wishing to consider an application are explained on page 10.



The BCFA and its Members

The BCFA is the British business association for the contract furnishing industry, covering the full spectrum of interior products and services in the UK and globally. The 200+ members are accredited by the association and are leading manufacturers, suppliers and designers of furnishing services for commercial buildings throughout the UK and in world markets.

Members of the BCFA create effective spaces and settings for their clients, providing design integrity, function, quality and value. They create the opportunity for clients to buy with confidence and experience complete customer satisfaction.

A company can only become a member of the BCFA when it satisfies the Association's standard of professionalism and makes a commitment to meet the obligations of membership including providing the market with the highest standards of service.

The Association supports an atmosphere of enterprise and fair competition where members operate ethically, encourage excellence and continuously strive to improve their standards in businesses.

Yours sincerely.

Jeremy Stein
Managing Director



The BCFA Code of Practice

Introduction

Acceptance of the Code of Practice is a pre-requisite of BCFA membership and must be signed by a Director of the member company or any company applying for membership prior to its acceptance. The BCFA may on request, require each year, prior to the renewal of membership, updated information of the member's status with regard to financial results, accreditations and changes in the company structure and that they continue to meet the criteria for membership.

The code is based on best practice in all commercial operations and adherence to legal and ethical guidelines.

Members of the BCFA shall conduct their business in a manner that will encourage the respect of clients, fellow members, the interior design and contract furnishing industry and the general public. It is the individual responsibility of every Member of the BCFA and of their employees to abide by the Code of Practice and relevant Policies and Position Statements of the Association.

Purpose of the Code

- To ensure that customers of BCFA members can have total confidence in the ability of BCFA members to meet their obligations to their trading partners and operate at the required standards of the Association.
- That customers of BCFA members can be assured that their suppliers meet all relevant UK standards as a minimum with regard to durability and safety.
- To reassure potential customers of BCFA members that they can expect the highest levels of service.
- To ensure that customers of BCFA members can be confident that their products have been manufactured and traded ethically.
- To ensure that all BCFA members are fully aware of the obligations of membership regarding the supply and manufacture of products and services.
- To ensure that all BCFA members are fully aware of the obligations of membership with regards to upholding the reputation and good name of the Association and fellow members

Summary

1. Financial Status

Members will operate within the requirements of UK legislation on the Insolvency Act 1986.

2. Administration Systems

Members will have in place a documented administration system. Registration under ISO 9001 will confirm this but other methods are acceptable.

3. Compliance with Legal and Technical Standards

All products and services supplied to the market must conform fully with the legal and technical standards required for the territory into which they are directly supplied. It is for the member to understand these requirements.

4. Environment and Sustainability

The BCFA Environmental strategy describes how members should manage their approach to sustainability. Compliance within legislation is mandatory.

5. Employment, Education, Equal Opportunities and Training

Conformance to legislation in all these aspects is mandatory. Further, members will ensure all staff receive the necessary training to undertake their duties. Each member of staff will have a contract of employment.

6. Health and Safety

Members will observe the law with regard to UK health and safety legislation.

7. Marketing, Advertising and Promotions

Members will adhere to legal and ethical guidelines for the use of advertising, social media and the BCFA Logo.

8. Intellectual Property and Design Right

No member will knowingly plagiarise the designs, brands, know how or matters of intellectual property of other companies. Members will make all reasonable efforts to resolve intellectual property and design right disputes with other BCFA members. Members will make every effort to protect their designs by the appropriate legal method.

9. Insurance

To protect clients by using appropriate and sufficient insurance to cover public liability, product performance and for the company's day to day operation.

10. Client References

Members will maintain and keep up to date a register of client references of their work.

11. Customer Service Policy

A comprehensive system will be in place to ensure clients receive the best possible service. In particular a fully documented procedure for dealing with customer complaints will be in place. All staff will be trained in its implementation. A dispute conciliation service is available to BCFA members and their clients.

12. Conditions of Sale

A member will have in place a full set of conditions of sale. As an example of the minimum requirement the BCFA Conditions of sale are available for use by members and referenced by clients.

13. Infringements and Enforcement of Code

Should a client consider that the performance of a member falls below the standards required by the Code of Practice, the BCFA Secretariat can be approached for consultation. In circumstances where it is concluded a breach of the code may have occurred the Secretariat will take the matter for consideration by the Code of Practice Committee. If the Committee judges that the Code of Conduct has been breached, membership can be withdrawn.



The Code in Full

1. Financial Status

Members are required to conduct their financial affairs in a legal and ethical manner in accordance with local and international requirements. Specifically:

- 1.1 An up to date set of accounts in electronic format should be lodged with the Association secretary annually.
- 1.2 Accounts and returns to Companies House should be completed on time.
- 1.3 The company should not trade insolvent.
- 1.4 Members will be registered for VAT.
- 1.5 Members shall settle all debts properly due without any undue delay or within any credit period agreed with the creditor.

2. Administration Systems

- 2.1 Members will have documented administration systems that are reviewed and updated on a regular basis.
- 2.2 Those who are accredited to ISO 9001, covering the relevant parts for design, manufacture and services have made an investment and commitment to maintain systems that are independently verified on a regular basis. ISO 9001 is a management system that when maintained and applied to a business is an assurance that a consistent set of administration procedures are in place covering all aspect of operation. Members who hold a current certification will be deemed to fully comply.
- 2.3 ISO 9001 is not mandatory for membership nor may it in some circumstances be appropriate for the business, but a documented administration system instructing the staff on the process to manage the business is required.

3. Compliance with Legal and Technical Standards

- 3.1 It is a requirement to comply with all legislation and guidelines appropriate to the market where goods are supplied.
- 3.2 Technical Standards. These are norms set by industry authorities and public bodies and accepted as requirements demanded in specifications or non-specified but accepted as a necessity. The list of Standards is extensive but is all in the public domain.
- 3.3 Members must not knowingly supply products and services that do not meet these standards.

4. Environment and Sustainability

- 4.1 Members will have a written policy on how their business interfaces with the environment covering legal requirements and also those with an ethical basis. The BCFA Environmental guidelines illustrate the approach expected by all members and this can be viewed on the BCFA web site or be requested from the Association Secretary.
- 4.2 Compliance with BS EN ISO 14001:2008 gives full recognition of an audited system being in place. Additional schemes are available for the “furniture” industry. In particular FISP the Furniture Industry

Sustainability Scheme provides an audited service to assure procedures are in place. This scheme is supported by the BCFA who were co-founders and the scheme is administered by FIRA.

5. Employment, Education, Equal Opportunities and Training

5.1 Members will comply with relevant and current employment legislation and codes of practice. If related to legislation, this is a legal requirement and the process should be detailed and referenced in the Administration system. A member who operates a third party accredited quality assurance scheme such as ISO 9001 or is accredited to the Investors in People standard confirms compliance.

5.2 Staff will have a contract of employment.

5.3 Training. Members will ensure that employees have the appropriate levels of skill for the efficient and safe implementation of tasks related to their jobs. If necessary will provide training to achieve this.

5.4 Members will have a documented policy on the training needs of all employees and have in place methods to assess their training needs.

5.5 Members will be committed to providing equal opportunities in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, colour, disability, religion, sex or national origin.

6. Health and Safety

6.1 Members will be aware of all Health and Safety requirement which affect their commercial activities and will ensure that all employees and clients are aware and will comply with all legal requirements.

6.2 All details of Health and Safety procedures should be fully documented. Members who operate a third party accredited scheme such as OHSAS18001 will be deemed to meet all of the requirements

7. Marketing, Advertising and Promotions

7.1 Branding (Logo)

7.1.1 Only BCFA members can use the logo in their marketing materials.

7.1.2 Use of the BCFA logo and branding once membership is terminated is not allowed and the BCFA may take legal steps to challenge any breach of Copyright

7.1.3 A Member shall not, directly or indirectly, cause, permit, assist, encourage or in any other way provide any person, company or firm not in membership of the Association with the opportunity to represent itself as a Member or as being associated with or connected to the Member or the Association in any way that is likely to mislead any person by the use of the Association logo.

7.1 4 Where a Member is alleged to be in breach of this provision the Member shall comply with any requirement placed upon it by the Association within any time limit that may be specified.

7.2 Advertising and Promotions

7.2.1 No Member shall commission or use advertising which tends to mislead Customers or the public at large. Members will comply with guidelines of the Advertising Standards Authority and shall observe the requirements of all laws, regulations and Codes of Practice applicable in the place of advertising and the relevant area of circulation or broadcast.

7.2.2 Any finding by a competent Court or enforcement authority or regulatory body against a Member in respect of the obligation above shall be deemed to be a breach of the BCFA Code.

7.2.3 Members are encouraged to incorporate the Associations logo in their corporate literature and visual advertising material provided always that they comply with the terms of the Association's Rules regarding use of the logo.

7.3 Privacy and Data Protection

7.3.1 Members shall comply with the Data Protection Act 1998 (DPA) and any other related and applicable legislation in force in their geographical area of operation.

7.4 The Internet, Social Media and Membership Data

7.4.1 Unless expressly stated, all members' products and services displayed on web sites and social media sites will not form part of a contractual agreement for purchase. Dimensions and specifications are descriptive and customers purchasing products should receive a written quotation with accurate specifications and terms of purchase.

7.4.2 The BCFA supports various systems of social media and these are displayed on the BCFA website. Members are expected to respect the use of social networks and the legal constraints in place. In particular this refers to the use of unsolicited e-mail and defamatory remarks about member individuals, member companies and BCFA staff and Board.

7.4.3 Any information distributed to members must not be shared with other parties including businesses within the members Group who are not members.

8. Intellectual Property (IP) and Design Right

8.1 The BCFA are affiliated to ACID and support the organisation's aims and objectives.

8.2 Members of the BCFA are expected to comply with both the letter and spirit of the Membership Criteria regarding intellectual property rights and specifically both registered and unregistered designs. Members are expected to ensure their designs and products conform to all relevant laws and regulations and that their employees and agents are fully aware of all such laws and regulations.

8.3 Members will not deliberately or knowingly copy the designs, products or trading style of another company or business. They will ensure that they have documentation to prove that they own the IP rights of the products they market or have a licence to market these products.

8.4 Members shall respect the intellectual property rights of third parties' and shall not market, sell or facilitate the sale of counterfeit goods or pirated material; nor shall they abuse or infringe trademark, patent or design right registrations in any jurisdiction.

8.5 They shall supply Customers with good title to all intellectual property rights reasonably necessary to use the goods or services they supply in the manner intended and advertised without infringing the rights or interests of any third party in those goods or services.

8.6. Members must respond in good faith to all claims of Intellectual Property and design right infringements from other members. In the event that members cannot reach an agreement in an IP dispute either member in the dispute can refer the matter to the BCFA Code of Practice Committee for consideration (as detailed in 13.). The Code of Practice Committee will investigate the dispute to identify whether the Code of Practice has been breached and make a judgement accordingly. Under 13.5.2 if a complaint is upheld the member may face expulsion from the Association.

10. Insurance

Members shall carry appropriate levels of insurance cover with insurers authorised to conduct insurance business in the Members' geographical area of operation so as to comply with:

9.1 Their statutory obligations to insure in respect of Employer's Liability and motor risks.

9.2 Any professional body requirements they may be under in respect of professional indemnity insurance.

9.3 Prudent risk assessment principles in respect of public liability, occupiers' liabilities, product liabilities and bailee's liabilities.

9.4 The amount of cover will vary by circumstances. Advice on this is available from BCFA Insurance Brokers covering all aspects of business and personal cover.

10. Client References

Members should have the following registered with the BCFA at the time of membership application and may be required to update this on request.

10.1 Three client references for projects and supplies completed within the past 12 months.

10.2 Three supplier references from present suppliers who have supplied goods and services for at least 12 months

11. Customer Service Policy

11.1 Procedures required. All members will have in place a fully documented customer service policy that is communicated to employees and to clients. This will include all procedures for handling customer complaints.

11.2 Complaints by customers against BCFA members.

11.2.1 In the event of a complaint by a Customer, Members shall respond with a proposed solution within 28 days and make every reasonable effort to implement the solution within three months.

11.2.2 Where a transaction has taken place "on-line" Members shall accept "on-line" complaints from Customers and respond with a proposed solution within 28 days and make every reasonable effort to implement the solution within three months.

11.2.3 Resellers shall make every reasonable effort to deal with complaints of a minor and general character with a view to avoiding recourse to suppliers. When complaints are of such a nature that reference to the supplier is necessary, a Reseller shall use their best endeavours acting as an intermediary to bring about a satisfactory conclusion.

11.3 Complaints by members about members

11.3.1 In matters involving the supply of products and services the procedure detailed above will be used.

11.3.2 In other matters such as conduct at BCFA events, unsolicited approaches to staff, IP issues, unfair practices etc, should be referred to the BCFA Secretariat.

11.4 Dispute resolution

11.4.1 Any unresolved complaint arising out of an alleged breach of contract or negligence by a Member may be referred to the BCFA "Secretariat" for consideration.

11.4.2 The Secretariat will take information from both parties and provide their view based on the circumstances related to the Code.

11.4.3 In the event of any dispute or difference arising out of or in connection with an alleged breach of the Code or dispute between Members and their clients, and where the parties have been unable to resolve matters between themselves, the parties shall within 28 days of the dispute arising seek to settle that dispute by conciliation by notifying the BCFA of their intent to invoke this clause (without prejudice to any party's right to make any appropriate interim application to a court of competent jurisdiction). Such conciliation shall be conducted in accordance with The Furniture Ombudsman's Conciliation Procedure & Rules (the **Conciliation Rules**), which Conciliation Rules are incorporated by reference into this clause.

11.5 Product warranties.

11.5.1 Product warranties and service agreements should be clearly stated in the member's terms of business.

11.5.2 Extended or special warranties should be made in writing to the client.

11.5.3 As a minimum all products must be guaranteed for two years.

12. Conditions of Sale

12.1 Members will have a legal set of Conditions of Sale and these should be available with all quotations and invoices.

12.2 The BCFA Approved Conditions of Sale is available to all members as part of their membership.

12.3 Contracts entered into should as a minimum be based on the BCFA Conditions of Sale. Any variation in terms is the responsibility of the member to negotiate and agree.

13. Infringements and Enforcement of Code

13.1 This covers the procedure required after an unsuccessful attempt by members and other parties to resolve matters resulting in a potential breach of the code.

13.2 If an infringement of the Code is alleged against a Member, the facts should firstly be reported to the Association secretariat (by the Complainant) in writing, for preliminary investigation and to seek further ways to resolve matters.

13.3 After consideration the views of the secretariat will be provided to both parties.

13.4 The Member against whom the allegation has been made shall provide such further information or documents as may be required by the Association within the period they specify and will permit the secretariat of the Association to carry out any further investigation as the Association shall consider appropriate.

13.5 If the secretariat concludes, as a result of the preliminary investigation, that the facts alleged against the Member constitute infringement of the Code but that finding is disputed by the Member concerned then the matter may either;

13.5.1 The matter will be submitted to the Code of Practice Committee, who shall consider whether the complaint should be heard by them.

13.5.2 If a complaint is upheld the member may face expulsion from the Association.

13.5.3 The Power of the Code of Practice Committee to suspend a Member shall become exercisable in the case of any complaint of a serious nature involving allegations of dishonesty on the part of a Member immediately upon receipt of the complaint and constitution of the Code of Practice Committee.

13.6 The Code of Practice Committee shall be obliged to act in good faith at all times but neither the Committee, nor the Association nor any individual member or group of members of the Committee, nor any officer of the Association shall have any liability to any Member against whom complaint has been made or disciplinary action taken either in damages or costs, however described, beyond the gross aggregate sum of £1 for each member of the Code of Practice Committee.

End of Code



Achieving Membership

Membership of the BCFA is not automatic but is granted to companies who meet the criteria for membership and whose application satisfies the Board of the Association.

The Eligibility of Companies to join the BCFA

Any company engaged in contract furnishing design, manufacture, supply and associated activities operating in the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland shall be considered for membership of the Association and must have been trading as a registered company for 2 years in the contract sector, or in exceptional circumstances at least 12 months.

Admission of Members

Every company who wishes to become a Member shall deliver to the Association an application for Membership in such form as may be required by the Association. The application form for Membership shall include an undertaking to be signed by a Director of the applicant to conform with and abide by the rules and regulations of the Association and the Code of Practice for the time being in force.

The Board shall have an absolute discretion as to the acceptance or rejection of any applicant for Membership and shall not be required to give any reason to the applicant for the decision reached, which shall be final and conclusive.

Board members shall observe proper secrecy and confidence in respect of any private and confidential communications and discussions with applicants.

Subscriptions

Subscriptions are for a period of 12 months and will renew automatically on the anniversary date of joining.

Subscriptions will be invoiced 30 days in advance of the renewal date and are due to be paid in full prior to the renewal date.

Resignation and Loss of Membership

Any member may withdraw from Membership of the Association by giving not less than **three months' notice** in writing to the Secretariat of an intention to do so. Failure to pay the renewal invoice will not be deemed as having given three months notice of resignation. On the expiration of the notice the company shall cease to be a member notwithstanding that Member's obligations to pay the

Subscription or other sum accrued due from them in their capacity as a Member before the expiration of the notice.

A Member shall immediately notify the Secretariat of any change of control in such Member. Such Member shall have the right to appear before the Board to explain the change of control and to discuss their continuing membership of the Association. The Board shall have the absolute discretion to authorise the continuing membership of any such Member or to declare that such Member shall cease to be a Member following such change of control. The decision of the Board shall be final and conclusive. If a Member fails to notify the Secretariat of any change of control then the Board may at its discretion without assigning any reasons therefore immediately remove that Member as a Member of the Association.

A Member shall automatically cease to be a Member if:

- A member shares any director, manager, or partner with another legal entity involved in the contract furnishing industry, and any part of the group thereby formed (whether it forms a "group" for legal purposes) becomes insolvent or goes into liquidation or is unable to pay its debts within the meaning of s.123 Insolvency Act 1986
- A receiver is appointed in respect of any of its property or if it makes any arrangements with its creditors or an administrator or administrative receiver is appointed, then they shall notify the Association in writing of the circumstances. On receiving such notice, the Association shall be entitled to review the membership of such member and may in its discretion terminate or suspend membership and/or impose terms or conditions upon the membership of such member and/or take any other steps in relation to its membership as the Association shall in its discretion think fit.

Furthermore, it shall be a requirement that any new business which is managed or directed or owned, in whole or in part, by a former director, shadow director, manager, partner or shareholder of a business whose membership of the Association has been terminated on grounds of insolvency shall have traded for at least 2 years before applying for membership. Admission to membership in these circumstances will be at the discretion of the Council.

- An order is made or a resolution is passed for the winding up of that Member other than for the purposes of a reconstruction or amalgamation of that Member's business
- A Member shall cease to be a Member if he is removed from Membership of the Association by a resolution passed at a meeting of the Board of which notice specifying the intention to propose the resolution has been given to the Member concerned at least one month prior to the meeting and at which the Member concerned shall have been given an opportunity to attend and speak.
- If any Member fails to pay its Subscription or is three months or more in arrears with such a payment after it has become due, their Membership shall be deemed to have lapsed and shall cease accordingly. A proportional subscription amount to cover the three-month notice period will be payable.

No Member who has ceased for any reason to be a Member shall have any claim to repayment of any part of any Subscription paid for the current year or any other paid in advance in respect of Membership.

Any Member, upon ceasing to be a Member, shall immediately delete any and all references to Membership with the Association and any and all references to the Association from its offices and showrooms as well as its web sites and social media, stationery, sales and other literature, catalogues, advertising and all other forms of publicity.

The BCFA Office shall keep and maintain a Register of Members and the Board shall have the power from time to time to review the Register of Members.

Transferability of Membership

The Membership shall be non-transferable or assignable.

Branding (Logo)

The BCFA logo can be used by all members in their marketing materials. The present Logo and the terms and application of use are contained in the BCFA branding guide available from the BCFA Office.

Use of the BCFA logo and branding once membership is terminated is not allowed and the BCFA may take legal steps to challenge a breach of Copyright.



Definition of Certain Terms

Code of Practice definition. "Principles, values, standards, or rules of behaviour that guide the decisions, procedures and systems of an organization in a way that contributes to the welfare of its key stakeholders, and respects the rights of all constituents affected by its operations."

"Association"	The British Contract Furnishing Association (BCFA)
"Secretariat"	the employed staff of the BCFA
"Member"	a member of the Association
"Board"	the Board of Directors of the Association
"Code of Practice Committee"	BCFA Board of Directors
"Subscription"	the subscription levied by the Association in each year.
"Entrance Fee"	the fee to be paid by an applicant upon their admission to membership.
"Change of Control"	a change in the ownership of more than 30% of the issued share capital of a corporate member or the person or persons who hold a majority of the voting rights in the Member or of its Board of Directors.

“The Code” the BCFA membership code of practice

“Criteria for Membership” the requirements for eligibility for membership.

“Stakeholder” a person, group, organisation, member or system who can influence or affect the Association and its members.

Members Agreement

We agree to abide by the BCFA Code of Practice.

Company	Director (print name)	Signature	Date