

OBLIGATIONS IMPOSED UPON SUPPLIERS BY CODE (EXTRACT)

SECTION B

2. PURPOSE AND OBJECTIVES

2.4 The Participants within the Industry are required to pursue the objectives as set out in section 3 of the CPA, especially to:

2.4.1 Reduce and ameliorate any disadvantages experienced by Consumers in accessing the supply of any Goods and Services;

2.4.2 Promote fair business practices;

2.4.3 Protect Consumers from:

2.4.3.1 Unconscionable, unfair, unreasonable, unjust or otherwise improper trade practices; and

2.4.3.2 Deceptive, misleading, unfair or fraudulent conduct.

2.4.4 Provide for a consistent, accessible and efficient system of consensual resolution of Disputes arising from consumer transactions.

4 APPLICATION, SCOPE AND TYPE OF PARTICIPANT

4.2 It is mandatory for all Participants above to comply with the provisions of this Code, to register with the CGSO in accordance with the procedures provided on the CGSO website from time-to-time, and contribute towards the funding of the CGSO in accordance with the funding model as set out in clause 6.2

SECTION C

5. CONSUMER AND INDUSTRY AWARENESS

5.1 The Participants under this Code are required to:

5.1.1 Establish an effective Internal Complaints-Handling Process that is accessible and understandable to all Consumers, which process includes but is not limited to:

5.1.1.1 process of internal complaints-handling;

5.1.1.2 design of the internal complaints-handling procedure; and

5.1.1.3 monitoring processes for the internal complaints-handling procedure and effectiveness.

5.1.2 Display prominently on all their trading premises by means of the CGSO decal and on their website, a prescribed notice that states that they are a Participant to this Code and are bound by it.

5.1.3 The prescribed notice must provide Consumers with the contact details of the CGSO and the Participant and/or his staff shall notify the Consumer of their right to refer Complaints to the CGSO in the event that they are unsatisfied with the Participant's Internal Complaints-Handling Process.

5.1.4 Ensure that a copy of this Code and/or summary hereof and their Internal Complaints-Handling Process is made available to any Consumer upon request and/or the Consumers are directed as to where to obtain a copy of the Code and/or their Internal Complaints-Handling Process.

5.1.5 Ensure that the relevant staff and agents in their business have adequate knowledge of the CPA and the Regulations issued thereunder, including the Code and their own Internal Complaints-Handling Process.

5.1.6 Ensure, where possible, that they keep proper records for a minimum of 3 (three) years of the Complaints that are received with the following details captured:

5.1.6.1 details and nature of the complaint;

5.1.6.2 the business unit, division, branch and/or brand that the Complaint is against;

5.1.6.3 the type of Complaint;

5.1.6.4 the number of similar Complaints;

5.1.6.5 details of how the Complaint was resolved;

5.1.6.6 the time taken to deal with the Complaint;

5.1.6.7 the type of remedy provided;

5.1.6.8 details of why the Complaint was not resolved;

5.1.6.9 details of potential remedies offered but not accepted by the Consumer; and

5.1.6.10 recording that a Consumer was referred to the CGSO for assistance in resolving the Complaint if the Complaint remained unresolved.

5.1.7 The data captured in 5.1.6 above shall be used, where possible, to highlight recurring complaints that have arisen and this feedback, where possible, is to be shared with management, staff and Industry in an attempt to continually uphold compliance with the CPA, this Code and Internal Complaint-Handling Process.

5.1.8 Provide, where possible, relevant information reasonably required by CGSO and/or the NCC on any aspect of their business for the purposes of assisting in the resolution of individual Complaints, subject to considerations of confidentiality, as set out under section G of this Code.

5.1.9 Endeavour to resolve Complaints and Disputes in accordance with the law, the spirit and provisions of this Code and the CPA as expressed under section B and with regards to their own Internal Complaints-Handling procedures.

5.1.10 Ensure that they, their staff members and their agents refrain from influencing or attempting to influence or harassing the CGSO, staff of the CGSO or any Consumer.

5.1.11 Co-operate with all reasonable requests made by the CGSO in a timely manner. Any failure to cooperate with the CGSO may be taken into consideration by the NCC and the Tribunal when issuing a compliance notice or proposing or determining an administrative fine.

SECTION D

6. ESTABLISHMENT AND POWERS OF THE CGSO

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6.2 Sustainable Funding Model:

6.2.1 Participants shall contribute to the funding of the operations of the CGSO by means of the payment of a joining fee and an annual levy and (if necessary) a special levy, as shall be determined from time-to-time by the Board of the CGSO.

6.2.2 In determining the joining fee, annual levy and special levy, the Board may have regard to the relative market share of the Participants, the anticipated number of complaints to be dealt with by the CGSO annually and the costs of operating the CGSO.

6.2.3 With reasonable notice to the Participants, a special levy may be raised when deemed necessary by the Board to provide for unanticipated expenditure incurred by the CGSO due to increased caseloads or any other reason acceptable to the Board.

6.2.4 The Board shall from time-to-time determine the scale of fees to be charged to any entity which falls outside of the CGSO's jurisdiction and with which the CGSO has entered into an agreement to render dispute resolution services.

6.2.5 The mechanisms for calculating the fees and levies and the current level of fees and levies for Participants shall be published on the CGSO website.

6.2.6 The CGSO shall be entitled to take legal action to recover any outstanding fees or levies owed by a Participant.

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SECTION E

7. INTRODUCTION: TERMS OF REFERENCE AND OPERATING PROCEDURE FOR THE CGSO

[CGSO may

9.2.6 request a Participant or his agent involved in a Complaint or Dispute to provide any relevant information to the CGSO, which in the view of the CGSO relates to that Complaint and its necessary resolution;

9.2.9 report any non-compliance with the CPA or the Code by a Participant to the NCC, in order for it to investigate the allegations;

9.2.10 report any attempts to influence or harass the Ombudsman or the staff of the CGSO or any Consumer by a Participant to the NCC;

9.2.12 collect data about the cause of the Complaints, identify systematic and recurring problems which Participants need to address; make recommendations to Participants as to how to deal with these recurring problems and identify ways of increasing compliance;

11. THE COMPLAINTS PROCESS

11.2.7.5 Any Complainant who is advised to refer the matter to the Participant will also be informed that he or she can again approach the CGSO, if the Complaint is not resolved to the satisfaction of the Complainant within 15 (fifteen) Business Days or such extended period as agreed between the Parties.

11.2.7.7 If the Complaint is one that appears to fall within the CGSO's jurisdiction and the Complainant has already taken up the matter with the Participant, the CGSO shall inform the Designated Officer, in writing, that a Complaint has been lodged with the CGSO and that the Participant shall have 15 (fifteen) Business Days from receipt of the communication to investigate and attempt to resolve the Dispute with the Complainant or to provide the CGSO with its reasons for repudiating the Complaint.

The Participant may upon request and at the discretion of the CGSO, be permitted additional time to resolve the matter.

11.2.7.8 The CGSO will provide the Participant concerned with full details of the Complaint, including copies of the relevant documentation submitted to CGSO, to the extent the CGSO considers it necessary, by fax or email.

11.2.7.9 The Participant must acknowledge receipt of the notification within 2 (two) Business Days and may do so by letter delivered by hand, fax or email.

STAGE 3: COMPLAINT RESOLUTION BY THE PARTICIPANT

11.3 Intervention by the Participant:

11.3.1 If a Complainant is referred to a Participant by the CGSO in terms of clause 11.2.7.6 above, the Participant shall:

11.3.1.1 contact the Complainant to clarify any issue, to ascertain the essence of the Complaint and to attempt to settle the Complaint to the reasonable satisfaction of the Complainant;

11.3.1.2 if able to resolve the Complaint, provide CGSO with reasonable proof that the Complaint has been settled and that any undertaking made by the Participant has been complied with;

11.3.1.3 undertake any investigation that is necessary; the level of investigation shall be commensurate with the seriousness, frequency of occurrence and severity of the Complaint;

11.3.1.4 if the Participant is unable to resolve the Complaint referred to it by the CGSO in terms of clause 11.2.7.6 it shall provide the CGSO with a report outlining the investigation that it undertook and the reasons that the matter was not resolved and its reasons for repudiating the Complaint;

11.3.1.5 if the participant fails to provide the report referred to in 11.3.1.4, this shall not prevent the CGSO from making a Recommendation based only on the information before it;

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11.3.1.8 When dealing with Complaints, the Participant should make readily available to customers, complainants and other interested parties information concerning the Internal Complaint-Handling Process, including the CGSO's brochures and the member's pamphlets, or electronic-based information. Such information should be provided in plain language and, so far as it is reasonable, in formats accessible to all, so that no complainants are disadvantaged. The following are examples of such information:

- where Complaints can be made;
- how Complaints can be made;
- the Complaints process.

11.3.1.9 If the Participant is not able to resolve the matter within 15 (fifteen) Business Days or such extended period as agreed between the Parties, the Participant shall advise the Complainant of the right to refer the matter to the CGSO and provide the Complainant with the CGSO's contact details.

11.4 Investigation by the CGSO:

11.4.1 The CGSO may, if it decides that it requires these for the purpose of arriving at the resolution of a matter:

11.4.1.1 require the Designated Official of the Participant to provide it with records of the transaction or process that gave rise to the Dispute, including:

11.4.1.1.1 sales records (including recorded transactions);

11.4.1.1.2 advertising copy;

11.4.1.1.3 inspection or repair records.

11.4.1.2 require, the Designated Officer of a Participant to provide it with a statement from any technical, legal, sales, marketing, complaints-handling and other personnel working on behalf of the Participant, as appropriate to the Complaint;

11.4.1.3 require comment or clarification from either the Complainant or the Participant (both Retailer and Manufacturer if considered appropriate) on any other matter, including information provided by the other Party;

11.4.1.4 require the Complainant or Participant, whichever is appropriate, to provide it with the Goods to which the Complaint or Dispute relates for inspection or testing, if the Goods are still available;

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11.4.1.6 the Complainant or the Participant must make every effort to comply with the requests made by the Ombudsman with 10 (ten) Business Days, unless good cause can be shown.

11.5 Facilitation by the CGSO:

11.5.1 The CGSO may, in order to settle a Complaint speedily, make an assessment of its merits ...

11.5.2 The CGSO may, after collecting relevant records and information, form an initial view on the matter ...

11.5.3 The CGSO shall communicate its view to the Participant and to the Complainant as soon as the decision is taken and invite their responses;

11.5.4 The Participant and the Complainant must advise the CGSO within 10 (ten) Business Days of receiving the said communication as to whether they accept the terms of the recommendation or not;

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11.7 Recommendation by Ombudsman:

11.7.1 The Ombudsman may, in any case where a matter has not been settled through Mediation or Facilitation, make a written recommendation setting out how the matter should be resolved and the reasons for the Recommendation. Where the matter has been referred to both the Retailer and Manufacturer, the Recommendation should state which of the two, if either, the Ombudsman consider to be liable;

11.7.2 Prior to making a Recommendation and subject to the considerations of Confidentiality, the Ombudsman shall, to the extent considered appropriate, permit each of the Parties to comment on the information provided to the CGSO by the other during the investigation, Mediation or Facilitation stage;

11.7.3 The Participant and the Complainant must advise the Ombudsman in writing within 10 (ten) Business Days from receiving the Recommendation whether they accept the terms of the recommendation or not;

11.7.4 Neither a Complainant nor Participant shall be bound to accept a Recommendation made by the Ombudsman, but if a Participant does not accept a Recommendation that has been accepted by the Complainant, the number of those cases and those details thereof that the Ombudsman considers appropriate shall be published in the CGSO's annual report and by other means that the Ombudsman considers appropriate;

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11.7.7 If both Parties accept the terms of the Recommendation, they must comply with its provisions within the period of time prescribed in the Recommendation...