

Code of CONDUCT for XTRACARE EQUIPMENT

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1. Objective

Our objective at Xtracare Equipment is to implement a self-regulating Code of Practice that ensures consistent provision of assistive technology products and services to consumers with disability and seniors, and that safeguards the interests of all stakeholders. Consumers are private individuals buying goods or services other than for business purposes.

In addition to requirements for contracts with such consumers, this Code also covers business-to-business contracts where appropriate. They have been included herein because of the nature of the business carried out. Most of the companies that sign up to the Code will sell to a mixture of consumers including private consumers, businesses and public agencies (such as the Department of Veterans' Affairs, National Disability Insurance Agency or state/territory based funding bodies); however, the principles involved, particularly in regard to assessment of the users of products and to the need for good after sales support, are similar.

This Code does not override and/or substitute conditions contained within individual government contracts entered into by Xtracare Equipment. In the event of any inconsistency between this Code and any applicable government contracts or legislation, the contract and/or legislation will prevail to the extent of the inconsistency.

2. General Scope and Purpose of the Code

- 2.1. This Code of Practice ('Code') governs the behaviour of Xtracare Equipment
- 2.2. In examining our behaviour against this Code, only the clauses relevant to us and our products, the goods that we sell, and our services will be taken into account.
- 2.3. The Code is intended to reflect a philosophy of care and support for consumers. Xtracare Equipment staff are required under this Code to make themselves aware of pertinent legislation, to ensure they do not offer, stipulate, infer or imply anything in their terms and conditions of contract which provides the customer with less protection than that provided by law, and to ensure that the terms in their consumer contracts comply with all relevant state and federal consumer protection laws.

3. Definitions/Terminology

• **Assistive Technology (AT) Industry**

- 3.1. For the purposes of this Code, a company in the 'AT industry' is defined as a business involved in one or more of the following:
 - Supply of assistive technologies, particularly those for seniors and/or consumers with disability
 - Supply of externally applied medical devices, and/or services relating to the fitting of those devices
 - Supply of equipment and related services necessary for medical and health professionals to carry out their various specialist functions
 - Training in the use of assistive technologies
 - Training relating to health and safety, such as the safe and appropriate use of equipment, and manual handling.

3.2. For the purpose of clarification, the AT industry (in relation to this Code) does not include:

- Pharmaceuticals
- Alternative/complimentary medicines or therapies
- Dentistry
- GP practice
- Ophthalmology
- Implants
- Critical care

• **Assistive Technology**

3.3. An 'assistive technology' is a product or service that enhances independent living as defined in AS/NZS ISO 9999:2011 (Assistive products for persons with disability – classification and terminology).

• **Customer**

3.6. 'Consumers' can include private individuals, businesses, registered charities or authorities/agencies such as the Department of Veterans' Affairs.

• **Code Administrator**

3.7. Peter Kelsh is the Administrator of this code

4. Principles Underpinning This Code

4.1. All Xtracare Equipment staff pursuant to this Code must adhere to the following principles:

- a) Compliance with all relevant legislation relating to advertising and marketing, the sale of goods, relevant Australian regulations, consumer rights, disability rights, data protection, privacy laws, work health and safety (WHS) laws and the general protections available to all consumers under the Australian Consumer Law (which is set out in Schedule 2 of the *Competition and Consumer Act 2010*).
- b) They will make themselves aware of, and comply with, pertinent legislation (as described in Appendix B) to ensure they do not offer, stipulate, infer or imply anything in their terms and conditions of contract that provides the customer with less protection than that provided by law.
- c) When selling products, they will ensure that these are of satisfactory quality and fit for the purpose specified. Their selling techniques will be ethical and they will deliver high standards of service.
- d) Any representations made by the company and its employees will be honest and truthful, and will not give rise to false expectations. Information, claims and comparisons must be accurate, balanced, fair, objective and unambiguous. They must not mislead either directly, by implication or by omission.
- e) They will act at all times in such a manner as to justify public trust and confidence, and above all, to safeguard the interests of individual consumers. They will respect the confidentiality of

information obtained and not disclose such information without the consent of the customer concerned or a person entitled to act on that customer's behalf, except where such disclosure is required by law. They will be honest and truthful in all their dealings with consumers.

- f) All communications, verbal and written, will be made in plain language.
- g) At all times, consumers will be respected and those that are vulnerable will not be coerced in any way. XTC staff should be familiar with the information in publications from the Australian Competition and Consumer Commission on dealing with disadvantaged or vulnerable consumers
- h) Consumers are to be made aware of the existence of this Code and its availability on the XTC website.

i) A copy of this Code will be given to anyone who requests it and

5. Advertising and Marketing

5.1. In marketing and promotional activities, in addition to having due regard for current legislation, care must be taken to ensure any gifts related to purchase of a product or service are directly relevant to that purchase and of a nature that cannot be construed as inappropriate or disproportionate.

5.2. Advertisements must comply with any relevant code or standard of advertising.

5.3. Advertisements must not give misleading indications about price, value or quality, nor about the organisation placing the advertisement, nor about any benefit that may be derived from the product or service offered. The consequence of responding to the advertisement should be clear.

6. Conduct of XTC staff

6.1. Staff must always clearly identify themselves and, when away from the company's premises, their reason for calling.

6.2. Staff must never purport to have medical training where this is not the case, nor represent that their product is endorsed or accredited by a specific body, authority or group unless such endorsement or accreditation can be evidenced in writing.

6.3. Staff are expected to:

- a) act at all times in such a manner as to promote public trust and confidence, to uphold and enhance the good standing and reputation of the AT industry, to serve the best interests of society and, above all, to safeguard the interests of individual consumers;
- b) be accountable for their own working practices and, in the exercise of such accountability, to:
 - b.1. act, at all times in compliance with applicable legislation and in a manner befitting a professional worker in the AT industry;
 - b.2. act, at all times, in such a way as to promote and safeguard the well-being and interests of consumers, including complying with any applicable WHS obligations for the jurisdictions in which they work;

- c) take every reasonable opportunity to maintain and enhance knowledge and competence within their field of work;
- d) work in a collaborative manner with consumers and healthcare professionals and recognise and respect the contribution of all within the AT team;
- e) take account of the goals, aspirations, values, customs and spiritual beliefs of consumers;
- f) ensure that the customer is fully informed (in this context, this means that the terms and conditions of contract options available and any other pre-contractual and point of sale requirements set out in this Code have been explained), before seeking their consent to a purchase;
- g) ensure that there is no abuse of the privileged relationship that exists with consumers or of the privileged access allowed to their property, residence or workplace;
- h) respect the confidentiality of information obtained during the course of their work and not disclose such information without the consent of the customer concerned or a person entitled to act on that customer's behalf, except where such disclosure is required by law and where such disclosure is addressed in their employer's privacy policy;
- i) assist colleagues, wherever possible, to develop competence in relation to the needs of their work; and
- j) refuse to accept any gift, favour or hospitality that is intended to exert undue influence to obtain preferential consideration.

7. Training of Staff and Ongoing Development

- 7.1. XTC will make their staff aware of their obligations pursuant to applicable legislation and industry standards (including but not limited to obligations in relation to work health and safety, disability discrimination, privacy and consumer rights). Staff must give due regard to infection control issues where relevant.
- 7.2. XTC will inform their staff of any regulations to which they must give due regard in the course of their work, including but not limited to building regulations, safety regulations, WHS Codes of Practice, lifting operations and lifting equipment regulations.
- 7.3. Staff must not work unsupervised until they are considered competent to do so.

- 7.5. Where clinical advice and training is to be given by staff members, they must be appropriately qualified.
- 7.6. All staff must be given a copy of this Code and be made aware that the company and its staff are required to adhere to the provisions herein.
8. Representation at Point of Sale
 - 8.1. Staff must have the appropriate product knowledge to advise and assist consumers.
 - 8.2. Consumers must be informed that a copy of this Code is available on the XTC website or will be provided free of charge, on request
9. Pre-contractual and Point of Sale Information
 - 9.1. XTC staff will not use inappropriate selling tactics, which include but are not limited to the following:
 - high pressure selling techniques;
 - unreasonably long stay (for sales in the home);
 - inflated initial price followed by the offer of a discount (often followed by a telephone call to the 'manager');discount on the condition that the consumer agrees to the sale that day;
 - withholding price information until the end of the sales discussion/visit;
 - alleged limited availability of a product;
 - misrepresentation of the product, price or contract.
 - 9.2. Potential consumers must be made aware, where appropriate, of AT goods and services offered by state, territory or federal government departments such as the Department of Veterans' Affairs, major charities and other agencies.

- 9.3. Any known limitations of the product/service must be made clear to the customer, and any clear disparity between the goods and/or services for sale and usual consumer expectations must be explained in clear terms.
 - 9.5. Any clear disparity between a customer's stated requirements and the nature of the goods/and or services to be purchased must be pointed out and explained in clear terms.
 - 9.6. Where a product will need to be modified in a way that is not achievable with accessories and where additional fabrication outside routine manufacture is required, the customer must be made aware of this, as the product will be customised and any changes to terms and conditions as a result of the customisation must be notified to them.
 - 9.7. When requested by the customer, all verbal representations or promises made by the salesperson must be put in writing, either on the contract, or on a separate form.
 - 9.8. Pricing information showing the total price must include goods and services tax, be clear, unambiguous and where requested, provided in writing.
 - 9.9. Details of any finance agreement must be explained in such a way that the customer understands how much they will be paying over the full term of the Agreement and what the terms of the contract are.
 - 9.10. Details of delivery, installation, training, after-sales support, service and warranty must be made available prior to sale.
 - 9.11. Delivery and completion dates must be discussed with the customer in advance of ordering/making the purchase and a choice of delivery dates and times should be offered. For mail order and internet orders, normal delivery times should be indicated. Should it become clear these cannot be met, the customer must be informed as soon as practicable, with an honest explanation of the reason for the delay and a new delivery time arranged.
 - 9.12. When required, demonstration of the safe use of equipment for its use under the conditions that the customer best describes as 'normal' for his/her purposes must be offered prior to conclusion of a sale. The customer must be encouraged to seek appropriate tuition/training from an independent healthcare professional.
 - 9.13. In particular, demonstration in the safe use of mobility devices (excluding clinically scripted mobility aids – must be given at the time of purchase and/or on delivery. The demonstration should follow a discussion of needs, aspirations, abilities and disabilities to enable selection of the most suitable mobility device and specification for the customer and their circumstances. A mobility device must only be sold if the member can realistically expect the customer to develop satisfactory control.
10. Linked Goods and Services
 - 10.1. If the product will need servicing regularly, an explanation must be given as to what is entailed, and the likely costs thereof must be

outlined. It must be made clear whether maintenance is offered/available, or will have to be obtained elsewhere.

- 10.2. Where appropriate, arrangements for insuring the product should be discussed.
 - 10.3. Any optional guarantees/warranties must be explained, including who is offering them and what the benefits are, or leaflets that provide such information must be provided.
 - 10.4. Clear and accurate information on the availability and price of all linked services must be provided in writing.
11. Instructions for Use/Manuals
- 11.1. Any instructions for use or manuals must be written in clear language.
 - 11.2. Such instructions/manuals must be made available with all new products, and should, where feasible, be made available with second-hand products. Consumers' attention must be drawn to user manuals and consumers must be informed of the need to read them thoroughly.
 - 11.3. Depending on the nature of the product, the instructions/manuals should cover all or some of the following (this is not an exhaustive list):
 - Product name, description and intended purpose;
 - Name of manufacturer and/or supplier;
 - Illustration of the product;
 - Reference to any variants or accessories;
 - General and/or detailed specifications and dimensions;
 - General and/or detailed description of construction;
 - Explanation of how to use the product safely;
 - Any known limitations;
 - Description of maintenance requirements including recommended frequency of servicing;
- Cleaning/decontamination instructions; and
- Any specific warnings.

- 11.4. Product labels must comply with any relevant statutory regulations (eg, requirements of the Therapeutic Goods Administration or any workhealth and safety regulator).
12. Cancellation Rights and Protection of Deposits
 - 12.2. Where cancellation rights apply or are offered, the customer must be informed under what circumstances they may cancel and these instructions must be plainly visible in the paperwork given to the customer.
 - 12.3. Any deposit paid must normally be refunded in full within 30 days of the date of cancellation. If a deposit will not be refundable, or will be only part-refundable, the non-refundability must be made clear when the customer places the order
 - 12.4. Where an order cannot be fulfilled and the customer does not wish to accept substitute goods or services, the refund must be made speedily and in full. Vouchers/credit note to the equivalent value must not be offered unless the customer agrees this is acceptable.
13. After Sales Service Provisions
 - 13.1. XTC will provide a high standard of after sales service and to ensure a prompt and adequate service and repair policy.
 - 13.2. 'Prompt', for the purpose of clause 13.1, will normally be taken to mean response and (where appropriate) visit to the customer within 3 working days of request, unless otherwise agreed. No customer should be without equipment on which they rely for mobility and/or daily living for more than 7 days. Exceptions may occur, for example, where a customer has customised needs that cannot be met from normal stock held, or where a hospital/clinic appointments system must be followed; however, every effort must be made to keep the period the customer is without the product to a minimum.

- 13.4. There must be no high pressure selling of additional warranties, nor any misrepresentation of their costs, coverage and any benefits they provide.
 - 13.5. A minimum 3-month guarantee must be offered in respect of all repair work carried out.
 - 13.6. It must be explained to the customer that no claim will be met under guarantee if the product has been abused in any way or damaged by neglect, improper use or failure to maintain in accordance with the manufacturer's recommendations, or has been damaged in an accident. Abnormal wear and tear will also be considered when assessing a guarantee claim.
 - 13.7. Maintenance agreements must be clear and unambiguous and the covered duration must be stated.
 - 13.9. Consumers must be given a clear explanation of the basis for charging for repair work not covered by warranty/guarantee and, where practicable, a written estimate in advance, of the anticipated costs of such work.
 - 13.10. When work has been carried out, a schedule of the work (labour, parts, etc) must accompany the invoice, detailing a breakdown of costs.
 - 13.11. Adequate stocks of critical parts and components will be maintained to facilitate prompt service.
 - 13.12. Consumers will be given details of business opening hours, contact telephone numbers and arrangements, if any, for emergencies out of hours when asked for.
 - 13.13. Care will be exercised in protecting consumers' property while in the company's possession
14. Specific Criteria for Methods of Selling and Supply
- **Sales Conducted in a Customer's Home**
- 14.1. Salespersons and/or assessors will not visit without a mutually agreed appointment first being made. The purpose and intent of any visit must be made clear to the customer.
 - 14.4. XTC will not use high pressure selling techniques, such as offering inducements to force a quick decision, or knowingly take advantage of vulnerable consumers
 - 14.5. Salespersons must comply with a customer's request that they leave and no assessment or sale should normally last longer than 3 hours, other than in exceptional circumstances (eg, when an independent health services professional is present and is responsible for leading the assessment).
- **Rental Products**
- 14.12. Where product is rented, the terms and conditions of the rental must be clear and unambiguous

15. Clause Relating to Commercial Business Relationships

- **Sub-contractors and Other Third Parties**

15.2. XTC will ensure any sub-contractor, third party, or person carrying out work or representation on the company's behalf is aware of and complies with this Code and applicable WHS and privacy laws.

- **Service and Product Support**

15.3. When XTC sells into an area of the country where we cannot service/support the product in a prompt and adequate manner we will have in place a third-party agreement with a reputable organisation in that area which meets comparable standards or there should be a return-to-manufacturer provision for the product concerned (ie, there should be consistent support for the product/customer, whether the customer is local or geographically distant from the seller).

15.7. XTC will provide technical training, spare parts lists, and preventative maintenance schedules to anyone requesting them, providing they are satisfied that the enquirer meets any objective criteria they have set for such provision.

- **Adverse Incident Reporting**

15.8. Where XTC becomes aware of an incident involving a product that resulted in, or could have resulted in, serious injury or death of a customer, we will report that incident to the appropriate authority (eg, Therapeutic Goods Administration).

- **Product Recalls and Safety Warnings**

15.9 XTC will maintain records sufficient to identify to whom they have sold a product, to ensure it can be traced and recovered in the event of a recall for safety purposes, or given appropriate attention if a safety warning is issued necessitating preventive action.

- **Selling to Government & Non-government Agencies(eg, Department of Veterans' Affairs, charities, etc)**

15.12. XTC will give due respect to any codes, regulations or procedures operated by a government agency.

15.14. No gift, benefit in kind or pecuniary advantage may be offered or given to any government agency, government agency staff member, members of the health professions or to administrative staff as an inducement to prescribe, supply, administer, recommend or buy any product.

16. Complaints Handling

16.1. XTC has in place a speedy, responsive and customer friendly procedure for the resolution of complaints (ie, any expression of dissatisfaction regarding the products and/or services supplied). XTC will normally resolve complaints within one calendar month.

16.2. Consumers wishing to make a complaint must be informed to whom within the company they should address their complaint, what information they are required to provide, and the timeframe that will apply to dealing with the complaint. These must include targets for initial acknowledgement of notification of a complaint (with advice regarding procedure to be followed in addressing it). Initial acknowledgment of a complaint should be made:

- . By telephone within 2 working days of receipt of the complaint; then
- . By letter, fax or email within 5 working days of receipt of the complaint.

16.3. XTC offer maximum cooperation with consumer advisers or any other intermediary consulted by the consumer, such as Department of Fair Trading, etc.

16.4. Staff must be advised to be professional, courteous, prompt and fair when dealing with a complainant.