



Code of Practice

INTRODUCTION

The following code of best practices ("Code of Practice") is set forth by CompTIA UK Limited ("CompTIA UK") for businesses and individuals operating as value added resellers, solution providers, managed service providers and/or vendors in the information technology industry (the "IT Industry") within the borders of the United Kingdom (the "Territory").

Adherence to the Code of Practice is an integral part of the CompTIA UK Confidence Delivered Program ("Confidence Delivered Program" or "Program"). Confidence Delivered is a program where current members in good standing of CompTIA UK or CompTIA, Inc. ("CompTIA US") operating in the Territory agree to abide by this Code of Practice in providing goods and services in the Territory ("Participants").

Participants in the Confidence Delivered Program must acknowledge and agree to comply with the Code of Practice to participate in the Program. Once accepted into the Program, Participants indicate their participation in the Program through use of CompTIA UK's proprietary Confidence Delivered logo.

NEITHER COMPTIA UK NOR COMPTIA US MONITORS COMPLIANCE WITH THE PROGRAM AND, AS SUCH, DOES NOT GUARANTEE THAT A PARTICIPANT IS COMPLYING WITH THE TERMS OF THE PROGRAM OR THIS CODE OF PRACTICE. THE SOLE REMEDY AGAINST COMPTIA UK OR COMPTIA US FOR ANY PARTICIPANT VIOLATIONS OF THIS CODE OF PRACTICE OR OTHER ALLEGED INAPPROPRIATE CONDUCT OF A PARTICIPANT IN THE PROGRAM IS TO FILE A GRIEVANCE AGAINST SUCH PARTICIPANT WITH COMPTIA UK IN THE MANNER SET FORTH IN THIS CODE OF PRACTICE.

THOSE CONDUCTING BUSINESS WITH PARTICIPANTS IN THE PROGRAM SHOULD NOT RELY ON THE CODE OF PRACTICE AS THE SOLE SOURCE OF DUE DILIGENCE AND SHOULD CONDUCT THEIR OWN DUE DILIGENCE IN DETERMINING WHETHER TO DO BUSINESS WITH A PARTICIPANT. ADHERENCE TO THE CODE OF PRACTICE IS ONE POSSIBLE INDICATOR OF OPERATING IN ACCORDANCE WITH IT INDUSTRY BEST PRACTICES, HOWEVER, THERE ARE NUMEROUS OTHER FACTORS THAT MAY BE CONSIDERED BEFORE CONDUCTING BUSINESS WITH A PARTICIPANT.

METHODS OF TRADING AND PROMOTION

Applicable Law and Intellectual Property

Participants agree to:

- a) use reasonable and good faith efforts to operate their businesses in compliance with all applicable laws;
- b) avoid using or trading in counterfeit goods;
- c) respect the intellectual property rights of third parties and not use any intellectual property of a third person without permission; and
- d) review, gain an understanding of and comply with the "[UK Sale of Goods Act](#)" as amended

Advertising Laws, Regulations and Best Practices

Participants agree to:

- a) review, gain an understanding of and comply with "[The UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing](#)" and "[The UK Code of Broadcast Advertising](#)". Additionally, Participants agree to periodically review the materials set forth by the [Advertising Standards Authority](#) of the UK with respect to advertising best practices and regulations;
- b) refrain from making unsubstantiated comparisons or statements about the products or services of any competitor. All comparisons must be fairly based, including both the price and performance information as well as any relevant specification differences; and
- c) clearly indicate Value Added Tax ("VAT") inclusive prices where products are offered to the general public.

Contracts with Customers

Participants agree to:

- a) provide customers with clear and accurate information, including details of key terms, in full and in writing upon request, prior to purchase;
- b) show a grand total and a breakdown, where appropriate, including VAT, credit and delivery charges on all quotations and invoices.;
- c) honor all quotations for the period of time stated in the quotation;
- d) provide clear and accurate information on all related or ancillary goods or services such as routine servicing, telephone help lines etc.;
- e) conform all contractual terms and conditions in contracts with consumers to the requirements set forth in "[The Unfair Terms in Consumer Contracts Regulations](#)";
- f) prepare legible, comprehensive and comprehensible contracts with customers and clearly indicate guarantees and warranties, the optional nature of any chargeable extension to the customer's legal rights and information regarding statutory cancellation rights; and
- g) use reasonable and good faith efforts to adhere to all contractual obligations in the agreements they enter into with third parties.

Delivery, Payments and Refunds

With respect to delivery of goods or services:

- a) Participant agrees to provide clear and conspicuous terms and times for delivery of goods and/or services to customer;
- b) Unless a particular situation reasonably demands otherwise, Participant's terms for delivery will not exceed an average of fourteen (14) days from the date full payment is received from Customer; and
- c) If a previously quoted delivery time is likely to be exceeded, Participant agrees to promptly notify the customer and amicably agree on the most appropriate action to be taken, including but not limited to issuing a refund (as set forth below under refunds.

With respect to payments from customers and payment terms:

- a) Participant may require a deposit or advance payment, in part or in full, from a Customer in the event: (i) a product must be specially ordered or made for the customer; (ii) Participant must spend a substantial amount of time or resources in preparing for providing a service to customer. Participant will clearly indicate at time of order the full details and procedures for payment and whether a deposit is refundable (subject to applicable laws);
- b) Participants are required to establish a reasonable policy for safeguarding all advance payments by customers;
- c) Participant is not required to provide products and/or services until cleared funds have been received from customer;
- d) Participants will clearly communicate all payment methods that the Participant accepts. A Participant is not required to offer a specific method of payment; and
- e) Where a credit card payment is made, Participants will adhere to the terms and conditions of the merchant account and any specific requirements of the issuing institution of customer's credit card.

With respect to refunds to customers:

- a) Participant will establish a clear and concise return policy in accordance with applicable law. The return policy will be clearly and conspicuously posted for customers to review in advance of any purchase. In agreements with business customers, the return policies will be inserted into the agreement with the business customer;
- b) 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), customer is entitled to a refund of all advance payments made by customer. The Participant will make any refund due without undue delay and wherever possible by the same means as was originally used for payment;
- c) Customers must not be subjected to excessive or unnecessary procedures before payments are refunded;
- d) Participants must provide customers a money back guarantee for all standard, non-custom products if the customer is dissatisfied. Participant may set reasonable terms for the time period of the guarantee as well as a reasonable restocking fee for non-defective products; and
- e) Participants must have a clear exchange policy for defective products. Defective products may be returned to a participant within a minimum of fifteen (15) days following purchase.

Expertise and Support

- a) Participant will ensure that all staff of Participant who deal with customers are appropriately trained and have the skills and knowledge necessary to provide the services offered by Participant;
- b) Participants must be able to provide either internally or through external suppliers the 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; and

- c) Participant will establish 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 Participant does not have appropriately trained staff of their own they must make suitable arrangements with third party suppliers.

Privacy and Safeguarding Customer Data

Participants agree to:

- a) review, gain an understanding of and comply with "[The Data Protection Act](#)";
- b) review, gain and understanding of and comply with "[The Privacy and Electronic Communications Regulations \(EC Directive\)](#)";
- c) clearly and conspicuously advise customers that it is the customer's responsibility to ensure sensitive or critical data or programmes are backed up before authorising work to be carried out;
- d) be respectful of the customers data and not open files or programmes unnecessarily, or for any purpose other than that authorised by the customer;
- e) not copy customer's data or programmes unless it is necessary to do so in order to meet the requirements of the work authorised by the customer. Any data or programmes copied must be destroyed at the conclusion of the authorised tasks, and/or returned to the customer as appropriate; and
- f) Any hard drive or other memory device that has been replaced must either be returned to the customer, or be formally certified data-wiped and such certification provided to the customer.

Exclusions to confidentiality:

- a) In addition to any exclusions available to Participant by applicable law, a Participant will not be obligated to hold as confidential any data in the following circumstances: (i) disclosure is required at the request of an authorised governmental authority or court of law; and/or (ii) Participant reasonably suspects that such data may violate applicable law, including, without limitation, child pornography, software piracy, etc.

Safeguarding the Environment

- a) Participants agree to review, gain an understanding of and comply with the "[Waste Electrical and Electronic Directive \(WEEE\)](#)";
- b) Wherever practicable, Participants agree to promote the re-use of equipment through upgrade or community or charitable donation; and
- c) Whenever recycling is appropriate, Participants will ensure products they handle are recycled in an environmentally sensitive manner, and will take all practicable steps to minimise environmental impact.

Customer Service

- a) Participants agree to take all reasonable steps to promptly resolve customer complaints and disputes;

- b) Participants will document all customer complaints received;
- c) If the complaint is made in writing, a response must be made in writing within 14 working days, notwithstanding any informal response that might be made;
- d) A person with executive authority of Participant will be made aware of formal complaints received by the Participant and records will be kept by the Participant to enable meaningful statistics to be compiled with regard to customer complaints; and
- e) Participants will establish a process to maintain all customer complaints received by Participant for no less than three (3) years.

TERMS OF PARTICIPATION AND ENFORCEMENT

Terms of Participation

Each Participant agrees to each of the following as a condition of continued participation in the Confidence Delivered Program:

- a) Participant will at all times comply with this Code of Practice;
- b) Participant will conduct itself in the spirit of good faith and fair dealing with customers and adhere to the spirit of this Code of Practice;
- c) Participant will maintain records related to each measurable aspect of this Code of Practice for no less than three (3) years;
- d) Participant will cooperate fully with CompTIA UK with respect to any investigation, inquiry, spot audit or other similar process;
- e) Participant will provide data to CompTIA UK with respect to any measurable aspect of this Code of Practice upon request;
- f) Participant acknowledges and agrees that CompTIA UK may terminate Participants participation in the Program at any time in CompTIA UK's sole discretion;
- g) Participant agrees that it will not misrepresent CompTIA UK, CompTIA US or the Confidence Delivered Program in any manner and will only present the Program in a manner consistent with CompTIA UK's messaging;
- h) Participant agrees to use the Confidence Delivered logo only in a manner as directed by CompTIA UK. All online instances of using the Confidence Delivered logo must contain a hyperlink to this Code of Practice at a URL specified by CompTIA UK;
- i) If Participant recognizes that it has violated any provision of this Code of Practice or is informed by a third party of such violation, Participant will promptly advise CompTIA UK of the nature of the violation and the steps that Participant has taken to correct the breach. Such notice must occur within thirty (30) days following when Participant first new of the breach. All notices must be sent to the contact that follows below in this Code of Practice;
- j) Participant must participate in any CompTIA UK and CompTIA US research studies and vote in all CompTIA UK and CompTIA US elections that Participant is entitled to vote in;
- k) Participant acknowledges that CompTIA UK and CompTIA US may publish case studies about the Participant and Participant will actively participate in such case studies;
- l) Participant agrees that CompTIA UK and CompTIA US may publish 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;

- m) Participant agrees not attempt to limit the rights of customers in any way;
- n) Participant agrees to indemnify and hold CompTIA UK and CompTIA US harmless against any third party claims related to Participant's conduct and/or any violation of this Code of Practice; and
- o) This Code of Practice and all matters related to it will be interpreted under the laws of the United Kingdom and exclusive venue for any action will be London, England.

Enforcement

Complaints of alleged breach of the code of practice will be handled as follows:

- a) Any member of the public who believes that a Participant is in violation of this Code of Practice may submit a detailed written complaint to CompTIA UK. 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.
- b) Participants authorise investigation of complaints by CompTIA UK and will cooperate fully in such investigation. Where information is disclosed that may be of a commercially sensitive nature it will be handled in confidence by CompTIA UK and will not be disclosed to any third party.

Disciplinary action

- a) If the Participant cannot prove that it has rectified an aspect of its operation deemed by CompTIA UK to contravene the Code of Practice, and having been given due opportunity, by means of formal warnings to rectify those relevant aspects, the Participant will be asked to resign. Failing resignation the Participant will be expelled. No company that has resigned or has been expelled will be reconsidered for participation in the Program for a period of 12 months from the date of the previous termination of their participation. CompTIA UK reserves the right to publicise the resignation or expulsion of a Participant.

Appeals Process

- a) After a Participant has received a written notice of violations and applicable sanctions from CompTIA UK, such Participant will have thirty (30) calendar days to file a written request for appeal pursuant to CompTIA UK's Appeals Process. The Participant is required to file a written request for appeal, along with a statement describing the grounds for the appeal, why the appeal should be granted and all supporting evidence, with CompTIA UK, within thirty (30) calendar days of receipt of the notice of violations and applicable sanctions from CompTIA UK. A Participant's appeal will not be considered after such thirty (30) calendar day period has expired.
- b) If CompTIA UK determines that a written request for appeal is filed in a timely manner and upholds CompTIA UK's original decision, such appeal and the information submitted by the Participant will be submitted for binding arbitration to the Participant Appeals Committee, which consists of voluntary industry peers.
- c) The arbitration panel will deliberate and decide the appeal. The decision of the majority of the members of the arbitration panel present at the hearing for the appeal, at which a quorum is present, will be the decision of such panel. The decision of the arbitration panel is final and binding as to all matters related to

the appeal. Participant agrees not to appeal the matter any further through any other dispute resolution process, including a court of law.

NOTICES

All notices or other communications relating to this Code of Practice should send to codeofpractice@comptia.org.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS IN THE CODE OF PRACTICE AND AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THE CODE OF PRACTICE AS A CONDITION OF MY PARTICIPATION IN THE CONFIDENCE DELIVERED PROGRAM.

SUBMIT