

Furniture Industry Association of Australia

**Code of Practice - Information to be
provided to Consumers**

Table of contents

<i>Clause</i>	<i>Page</i>
1 Introduction - Why does the FIAA need a Code of Practice?	1
2 Benefits of the Code of Practice	3
3 Definitions	4
4 Information to be Provided to Consumers	7
4.1 Australian made logo?	7
4.2 Brand/Trade mark	7
4.3 Care and maintenance instructions	7
4.4 Complaints handling	8
4.5 Compliance	8
4.6 Country of origin	9
4.7 Stated purpose	10
4.8 FIAA logo	10
4.9 Instructions for assembly or maintenance	11
4.10 Name and address of manufacturer	11
4.11 Price	11
4.12 Size and dimension	12
4.13 Warranties	12
4.14 Warnings	13
5 Providing accurate information to consumers	13
5.1 General	13
5.2 Compliance Programs to ensure accurate information	13
6 Complaints mechanism	14
6.1 Customer complaints programs	14
6.2 FIAA complaints procedure	14
6.3 Dispute resolution	15
6.4 Testing	15
6.5 Time lines	16
6.6 Dealing with complaints	16
7 The Administration and Accreditation Committee	16
7.1 Composition	16
7.2 Roles and Responsibilities	17
8 Consequences of Non-compliance	17
8.1 Sanctions	17
9 Product Safety	19
9.1 NSW: Division 12 BEAN BAGS	19

9.2	NSW: Division 2 FIBRE CONTENT LABELLING OF TEXTILE PRODUCTS	21
9.3	NSW: Division 3 CARE LABELLING OF CERTAIN GOODS	21
9.4	VIC: Fair Trading (Safety Standards) (BUNK BEDS) Regulation 2002	24
9.5	WA: Consumer Affairs (Safety Requirements) Regulations 1982	25
9.6	WA: Fair Trading (Furniture - Product Quality Standard) Regulations 1988	25
9.7	Fair Trading (Product Safety Standard) Regulations 2001	28
9.8	QLD: Fair Trading Regulation 2001	28
9.9	SA: Trades Standards Regulations 2000	29

1 Introduction - Why does the FIAA need a Code of Practice?

Furniture is not something which is purchased by consumers on an everyday basis. There are a number of factors that influence our furniture buying decision including design, colour, price, quality and fashion. Fitness for purpose can be very hard for a consumer to determine, as two very similar looking products can in fact be quite different.

Furniture buying can be a considerable investment and one where information is required in order to ensure that consumers are getting what they actually want, in terms of price and suitability for purpose. Obviously there is a connection between price and suitability for purpose but without information, consumers cannot decide whether a particular piece of furniture is, for them, value for money.

Relevant consumer information can include [this list is not exhaustive]:

- fitness for purpose;
- country of origin;
- warranties;
- material composition;
- name of manufacturer;
- care and maintenance instructions;
- brand;
- price;
- repair facilities, spare parts and replacements;
- environmental issues.

This Code of Practice for Consumer Information aims to set out the minimum information requirements that should to be provided to consumers in relation to furniture products.

The FIAA recognises that there is a wide range of furniture needs and wishes to ensure that consumers are making an informed decision about what is right for them in their particular circumstances. According to Standards Australia “consumers accept products more readily when they can be judged on intrinsic merit.”¹

Compliance with this Code of Practice is mandatory for all FIAA members. The Code of Practice is backed up by sanctions for non-compliance².

In order to make sure that consumers understand the implications of this Code, a publicity campaign is planned, which includes both a consumer awareness and industry awareness campaign throughout the various stages of the Furniture

¹ Source: Standards Australia website.

² See FIAA Constitution.

Labelling project. The industry awareness campaign started in 2003, such as promotion of the Code in a few issues of the association's own magazine³.

As part of the process of developing this Code of Practice, considerable consultation has taken place with members of the FIAA, consumers, retailers and regulators. This Code⁴ is an ongoing and evolving document and any comments, particularly suggestions for improvement, should be addressed to”:

The Chief Executive,
FIAA Ltd,
Unit 5, 63-71 Boundary Road,
North Melbourne, Vic 3051.

The next review of this Code of Practice is due to take place in 2007.

Signed by:

.....

Chief Executive
Furnishing Industry Association of Australia Ltd

Date:

.....

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³ The FIAA intends to set up a sub-committee to organise all PR activities relevant to the Code.

⁴ The FIAA intends to seek ACCC endorsement for the Code of Practice – following finalisation by the ACCC of its requirements. A decision re timing will be made by FIAA at that time.

2 Benefits of the Code of Practice

A Code of Practice provides a ‘level playing field’ with a transparent set of benchmarks against which to measure behaviour – the Code of Practice itself. These benchmarks are detailed in Section 4 “Information to be Provided to Consumers”.

Over the years, the furniture industry in Australia has seen many changes, both economically through the rise of new manufacturing processes, materials and imports as well as structurally through the decline of tariffs and changing consumer tastes.

As part of the desire to remain a viable sector in Australia’s future, the industry has decided to develop and adopt a compulsory Code of Practice for its membership.

In this way, the FIAA believes it will simultaneously address the issues raised by:

- (a) consumers regarding the information needed to make informed purchasing decisions;
- (b) regulators regarding consumer complaints; and
- (c) members themselves who desire a dynamic and continuing industry.

This Code of Practice is a part of a wider program on furniture labelling, which is one of the strategies of the FIAA’s *Agenda 2007* to:

- to help raise the industry’s competitiveness;
- to promote “*export readiness*”, and
- to provide facilities to consumers to make a more informed judgement. to address these issues fairly.

Consumer education will form an important part of the success of the Code of Practice. Consumers need to be aware of the existence and requirements of the Code of Practice to help them make a choice that is right for them. That choice must be based on factual information regarding a product’s stated purpose, country of origin, access for after sales issues (such as warranties) and, importantly, customer satisfaction.

Dissatisfied customers are not repeat customers and arguably cost the furniture industry and the economy a great deal of money over time. This Code of Practice aims to redress those concerns.

This Code of Practice is intended to be used as a best practice guide, rather than as a statement of the industry’s legal obligations. As such, it will no doubt be amended over time, as practices change and as the industry becomes better equipped to set higher benchmarks.

Experience has shown that co-regulation is a more efficient and effective manner in which to regulate industry behaviour – such as the FIAA labelling program undertaken in conjunction with the ACCC. This has proven to be a better alternative than having an external body impose regulations arbitrarily, without necessarily understanding how an industry actually works. The FIAA also recognises that co-regulation allows the industry to remain abreast of the latest

issues concerning the regulators and their stakeholders, which in turn can help the industry to anticipate the future in terms of regulator behaviour.

It must be understood that this Code of Practice is not binding on every participant in the furniture industry. However, it will be binding on members of the FIAA who are signatories to this Code.

The Code is not an attempt to regulate the industry nor to exclude new entrants, but rather it codifies a genuine concern by the FIAA to ensure that those who wish to be 'best practice' have a benchmark against which that can be measured.

3 Definitions

The following terms are used in the Code of Practice and have specific meanings.

AS3806 means the Australian Standard on Compliance entitled "AS3806-1998 Compliance Programs", as amended from time to time.

AS4269 means the Australian Standard on Complaints Handling entitled "AS4269-1995 Complaints Handling", as amended from time to time.

Australian Standards means a document published by Australian Standards International Limited trading as Standards Australia, which sets out specifications and/or procedures designed to ensure that a material, product, method or service is fit for its purpose and consistently performs the way it was intended to, which establish a common language, which defines quality and establishes safety criteria. The Standards Australia website is <http://www.standards.com.au>

Administration and Accreditation Committee (AAC) means the body appointed by the FIAA to police and administer the Code, to impose sanctions, provide accreditation to those products passing the fitness-for-purpose testing criteria, and generally to oversee member conduct in relation to this Code. The composition and responsibilities of the AAC are defined in Section 7 of this Code.

Certification Mark (needs to be defined)

Code refers to this Code of Practice, unless otherwise specified.

Complaint means any expression of dissatisfaction or dispute with or about:

- consumer information provided by a signatory to this Code and/or
- the performance of a product or service provided by signatory to this Code, including issues such as "fitness for purpose".

Compliance means ensuring that the requirements of laws, regulations, industry codes and standards are met. Compliance is not to be taken only as strict conformance to the exact requirements of this Code but also to address the spirit of those requirements.

Consumer Information means the information required to be provided to consumers under Section 4 of the Code of Practice.

Country of Origin Representation refers to any labelling, packaging, logo or advertising that makes a statement, claim or implication about which country the goods originate from. Common country of origin claims include words such as

“Made in Australia” or “Product of Australia” or similar claims about goods originally from another country (for example, “Made in China”). Further detail is set out in 4.6.

Customer Complaint Program means a complaints handling procedure that complies with the requirements of Australian Standard AS 4608 – 1999, as amended from time to time. Further detail is set out in 4.4.

FIAA means the Furniture Industry Association of Australia Limited, Australian Company Number 008 656 148 of Unit 5, 63-71 Boundary Road, North Melbourne, Victoria 3051.

FIAA Logo refers to the following registered depiction:



NB: this logo should not be used where it may of itself lead to confusion regarding Country of Origin of goods^{5 6}.

Furniture means

Furniture Industry means the furniture and furnishing industry, both commercial and domestic, including all callings, vocations, processes or other activities that are concerned with any element of the supply chain involved with furnishings, furnishings manufacturing or supply to either/or both of the household and commercial markets including:

- (a) wooden furniture and upholstered seat manufacturing;
- (b) built-in furniture manufacturing;
- (c) sheet metal furniture manufacturing;
- (d) mattresses manufacturing;
- (e) manufacturing and installation of commercial furniture;
- (f) furniture importation;
- (g) furniture wholesalers; and
- (h) furniture retailers.

NB: this does not include second hand and antique dealers.

The Code covers all classes of membership listed below:

⁵ The FIAA envisage that new Guidelines for its use need to be developed, especially regarding the new Certification Mark - see also 4.2

⁶ The logo should not be up placed too close to other graphics and/or information, and preferably that it not be used on highly coloured backgrounds. The corporate colours are PMS 718U, PMS Black 3U, PMS 1535U & PMS Warm Grey 8U

- core manufacturers or retailers of furnishings or furnishing components or furnishing raw materials;
- wholesale suppliers of furnishings or furnishing components or furnishing raw materials
- retail suppliers of furnishings or furnishing components or furnishing raw materials
- processors of furnishings or furnishing components or furnishing raw materials
- designers of furnishings or furnishing components or furnishing raw materials
- installers of furnishings or furnishing components or furnishing raw materials
- repairers or restorers of furnishing components
- individuals, businesses or other organisations providing services to the furnishing industry
- retailers and/or retail buying groups with core activities within the furnishing sector
- importers of furnishing components
- individuals and bodies who have an interest in the furniture industry as deemed eligible by the Board”

Labelling includes sew-in labels, stamping, embossing, swing tags, brochures, packaging. Also see Promotional materials below.

Name and Address of Manufacturer means the name and address details set out in section 4.13.

Name and Address of Importer means the name and address details set out in section 4.13. (ie, the importer is the person who holds legal responsibility for the imported product sold in Australia, including those deemed to be in that position by various laws.

Ordinary Use see below for Stated Purpose/Fitness for Purpose.

Promotional materials includes brochures, packaging, promotional and marketing materials, catalogues and all other printed materials providing information about furniture products.

Size see Section 4.12 for Size and Dimension.

Stakeholders includes every entity involved in the furniture industry including importers manufacturers, suppliers, wholesalers, retailers, consumers, repairers and resellers.

Stated Purpose/Fitness for Purpose means the expected useful life of the furniture allowing for fair wear and tear as estimated by the manufacturer based on the furniture’s composition, construction and intended use.

Trade Mark means a sign used to distinguish one trader’s goods from those of another and may include letters, words, names, signatures, numerals, devices, brands, headings, labels, tickets, aspects of packaging, shape, colour, sound or scent. See also section 4.2 below and Certification Mark above.

Warranty these are the promise that sellers make with each sale and can be in writing or given orally. Warranties fall into two broad categories, namely mandatory legal rights or obligations and other voluntary rights. Mandatory warranties are created by legislation and cannot be contracted out of as a general rule. Voluntary warranties are provided by the seller and may involve some express exclusions, such as fair wear and tear, or misuse, which must be noted and made clear to the customer (see section 4.16 below).

4 Information to be Provided to Consumers

All the information set out in this section must be provided to consumers, with the exception of the *Australian Made* logo. Providing each category of information is compulsory, unless otherwise expressly stated.

Additional information can always be provided so long as it does not obscure or contradict the required *Consumer Information*, see Definitions.

It must be provided in a plain English format and unless physically impracticable to do so, must be permanently affixed to the item of furniture. Information in other languages will be available on the FIAA website.

In circumstances where it is impossible or impracticable to permanently affix the information, it must be provided at the point of sale.

The minimum information that must be affixed to the furniture are:

1. fitness for purpose,
2. country of origin, and
3. warranty details.

4.1 Australian made logo?

The use of this logo is not compulsory

Members who wish to use the ‘Australian Made’ logo must comply with the guidelines issued by the ACC and others for use of such logos, especially with regard to ‘misleading or deceptive conduct’.

The FIAA recommends the use of the Certification Mark to avoid confusing consumers.

4.2 Brand/Trade mark

Furniture should show the brand of the manufacturer or, as a minimum, the name of the manufacturer.

On the FIAA certified TM label, where a member uses this label, it must display the brand and the manufacturer’s name, its ABN and address, along with information on fitness for purpose, country of origin and warranty.

4.3 Care and maintenance instructions

In providing care instructions, members will comply with the requirements of AS/NZ 2329 1999: Textile Labelling of Clothing, Household Textiles and Furnishing. and AS/NZ 2622: 1996 Textiles Products – Fibre Content Labelling,

AS/NZS 2621: 1998 Textiles- Guide to the Selection of Correct Labelling Instructions from AS/NZS 1957 – as amended from time to time.

Those members who trade in other jurisdictions, for example WA and Queensland, must also comply with the local and state government requirements, such as those Gazetted in WA on 9 September 1988, and any other local requirements (see Schedule 2 of this document for assistance in this area).

4.4 Complaints handling

Each signatory will implement a Customer Complaints Program pursuant to section 5 and provide details to consumers via a document/flyer detailing the customer's rights should there be a complaint and it must include who to contact in the first instance.

The appropriate procedure is to make the details of the complaint known to the retailer (or manufacturer). If it is not resolved at this time, the customer will be required to lodge a complaint in writing. If it can't be resolved at that stage then it may be forwarded to the FIAA's Administration & Accreditation Committee.

Where the Code signatory's *Customer Complaints Program* is unable to resolve the complaint within 14 days the matter must be referred to the AAC by the signatory's business.

Remedies

There are a number of remedies available to complainants where their claims are proven. These can include (a) repair or replacement, resupply of the goods or services, (c) payments for the above to be done or (d) refunds in certain circumstances. See also t

4.5 Compliance

Compliance means ensuring that the requirements of laws, regulations, industry codes and standards are met. Compliance is not to be taken only as strict conformance to the exact requirements of this Code but also to address the spirit of those requirements.

Each signatory to the Code must put in place a compliance program or plan that is appropriate to the individual business and its circumstances, such as size, location, expertise etc. This is in addition to the requirements to comply with this Code

Standards Australia have published a Standard for Compliance Programs which will be useful for developing in-house compliance programs.

In fact the ACCC require an AS3806 program to meet their guidelines for Code of Practice

Audits – the AAC will arrange for audits measured against this Code to be carried out. Audit programs will be conducted randomly, with each member to be audited at least once over a 3 year period. However, there will be a mandatory audit in those instances where a serious complaint is referred to the AAC.

The audit will take place at two levels:

- (a) a desk based audit, using information provided by the member; and/or
- (b) a physical audit conducted on site, by the FIAA or its appointed, suitably qualified, representative.

NB: Desk audits will only be performed every 3 years. The FIAA will conduct a physical audit only in the case of serious complaints or some other exceptional circumstance warrants such an audit.

4.6 Country of origin

The Federal Trade Practices Act 1974 sets out safe havens that members should consider when making country of origin claims to ensure that such claims are accurate and not false, misleading or deceptive.

These are explained in “*Furnishing Industry. Country of origin and the Trade Practices Act*” dated March 2003 available from www.accc.gov.au or FIAA, available from the FIAA and the ACCC.

Any claim made about country of origin must be able to be substantiated on request – either by a regulator or the FIAA. Failure to do so could lead to the imposition of penalties or other sanctions.

There are a number of legislative and practical requirements relating to country of origin:

1. all Members are expected to label their furniture with its country of origin in accordance with the guidelines in the ACCC publication.
2. The FIAA Kangaroo logo may present a problem in relation to potentially misleading and deceptive conduct. The FIAA will address this issue separately. In the meantime, all care should be taken relating to the use of this ‘Australian’ representation⁷.
3. in WA and Queensland the word “Imported” must be labelled or conspicuously stamped or embossed in addition to the country of origin where furniture is manufactured or assembled outside Australia. Note that there may be other ‘local’ requirements with which individual members need to comply.

All furniture, whether locally manufactured or imported must have the country of Origin clearly labelled.

Furniture manufactured in Australia, will also be required to display a star rating system, as well as the country of origin.

⁷ the FIAA is considering designing a completely new “brand” for the purpose of the certified mark and industry logo/label.

Star System used:

Star Rating	Country of Origin claim	Minimum percentage requires
★★★★★	Product of Australia	Minimum 98% of components & production are carried out in Australia.
★★★★	Made in Australia	Minimum of 85% of production costs and substantial transformation.
★★★½	Made in Australia	Minimum of 65% of production costs and substantial transformation.
★★★	Made in Australia	Minimum of 50% production costs and substantial transformation.

4.7 Stated purpose

[The FIAA intends to set up a subcommittee (the *Fitness for Purpose Standards Committee*) formed to determine the appropriate sets of standards (strength & stability) for testing of furniture.

This body will determine the criteria for fitness for purpose from time to time. The subcommittee will also determine which of the international standards that FIAA Code signatories and/or importers could be tested against. Eventually it is envisaged that importers will provide a certificate with their product showing that it has been tested at a NATA recognised and/or accredited laboratory.

A set of strength and stability standards will be used for testing of furniture. Furniture will be tested on a rating scale of:

- a). Heavy
- b). General
- c). Light

for residential indoor furniture, outdoor furniture, and commercial furniture.

These ratings may be linked to British, American, and/or International Standards. Signatories to the Code and/or importers could be tested. Eventually it is envisaged that importers will provide a certificate with their product showing that it has been tested at a NATA recognised and/or accredited laboratory when entering Australia.

Existing standards used for testing of commercial furniture will be included for the purpose of testing for strength and stability. A group of these standards can be found on www.furntech.org.au.

4.8 FIAA logo

The FIAA logo can only be used by financial members of the FIAA Ltd in the context they are a member of the Association, and only when prior approval has been sought, and granted from the FIAA Ltd.

The FIAA logo must be displayed together with the words “A proud member of the Furnishing Industry Association of Australia Limited (and state the year of the valid membership, ie. 2005)”.

The FIAA logo cannot be used as a replacement or substitution for a Certification Mark or logo.

4.9 Instructions for assembly or maintenance

It is a requirement of this Code that all signatories, where applicable, will provide clear and precise instructions with any furniture that requires the purchaser/user to assemble or part assemble the product.

Those instructions :

1. may include the use appropriate diagrams, pictures etc. If instructions are presented in a written form then the language must English;
2. sellers must test that potential users understand the instructions and that they need to be updated depending on consumer feedback;
3. instructions must be displayed in such a way or in such a position putting it that potential assemblers/users they will see the information prior to assembly;
4. instructions must be permanent and last the life of the product where that is appropriate. Some examples include those products which are regularly assembled and disassembled for use, or products that impose a continuing danger of injury or similar - such as through crushing of fingers in hinged pieces.

NB: (see also Section 4.14 below) warnings or other instructions that are visible only after an incident has potential to occur will generally not provide a defence or safe haven in a court. Material composition

4.10 Name and address of manufacturer

Depending on the circumstances, a range of manufacturer details can be provided including:

- (a) name of the actual manufacturer of the furniture; or
- (b) the name of the company for whom the furniture was produced where furniture has been purchased from a third party manufacturer; or
- (c) the name and address of the retailer by whom they are being sold; or
- (d) the name of the person on whose behalf the furniture was imported.

What is appropriate in the circumstances will partially depend upon the contractual relationship between the manufacturer, importer and retailer.

The address shown must be the street address of the business premises of the company. The name must be the manufacturer's full registered business name or company name. At this stage the use of Australian Business Number (ABN) is optional, where an ABN is appropriate.

NB: a post office box address is not sufficient nor is substitution of a brand or trade mark for the manufacturer's name.

4.11 Price

The actual price of an item where stated, must be stated in accordance with Commonwealth, State and Territory legislation, regulations and take account of GST requirements as well.

Various legislative or regulatory requirements mean that where a price is advertised or displayed then that price must be able to be substantiated, especially where use is made of “was/is” pricing or claimed savings etc.

4.12 Size and dimension

All signatories must act honestly when describing an item as being of a particular size or dimension, in other words each item must be demonstrably of those dimensions.

4.13 Warranties⁸

These are the promises that sellers make with each sale, and can be in writing or given orally. Warranties fall into two classes, namely (a) mandatory legal rights and (b) other voluntary obligations or rights. Mandatory rights or warranties are provided for by legislation and cannot be contracted out of as a general rule. Voluntary warranties or rights are provided by each seller and may involve express promises or warranties as to condition, uses or similar.

Mandatory warranties entitle the consumer to the following:

1. the services and any materials associated with the services are “fit for the purpose”.
2. that goods are of “merchantable quality”, that is a basic level of quality and performance that would be reasonable to expect with regard to price and description.
3. that any goods or services supplied with goods are rendered with “due care and skill”.
4. the goods must match any description or sample provided.
5. the goods must be free from defects.

NB: exclusions regarding freight costs or costs of testing should be spelled out, for example, ‘return to manufacturer at owner’s expense’ or ‘if this item is found to be faulty due to misuse, the owner will bear all freight costs’.

See the publication *Warranties & refunds* published by the ACCC for more detail on obligations and available remedies. Some limited copies may be available from the FIAA also.

Importers have added responsibilities under various pieces of legislation in that they can be deemed to be the manufacturer of the imported goods, under certain circumstances. This means the importer has the same legal obligations as does the manufacturer of the product.

In addition to complying with the TPA's (Trade Practices Act) statutory warranty provisions, the Code requires all signatories to provide consumers with a warranty on furniture using the following star rating system:

⁸ Warranty periods have been suggested to the FIAA of (a) a 10 year warranty fully underwritten (b) a 5 year warranty fully underwritten and (c) a 7+ year warranty not underwritten. Any such system will need to be discussed and communicated to industry and consumers if adopted.

- ★★★ a minimum of 3 years (Minimum requirement)
- ★★★★ a minimum of 5 years
- ★★★★★ a minimum of 10 years

4.14 Warnings

Sellers should warn purchasers of any apparent and reasonable ‘non-apparent’ dangers, such as ‘Danger: keep hands/fingers clear of this bracket when opening or closing’. Other warnings may be of an advisory nature, such as ‘changes in colour may occur over time’, or ‘regular maintenance is required –please tighten bolts in outdoor furniture at least once a year’ or ‘wash in warm soapy water only. Do not dry clean’.

NB: the various examples of wording used above are not mandatory, but any warnings provided must be appropriate to that product, its usage, the fabric or materials.

Warnings must be included in the information pack provided to the purchaser.

5 Providing accurate information to consumers

5.1 General

Care needs to be taken that information provided to consumers is accurate in all respects. Not surprisingly, the law prohibits misleading and deceptive conduct through the making of false representations.

Consumers are not experts in the furniture industry so cannot be expected to know all the facts. Be careful not to deliberately or inadvertently convey inaccurate information in breach of the law. Style names of furniture which suggest a place or country of origin, for example (1) ‘the Australian Collection’ or (2) colours on the label that mimic or suggest a national flag, (3) furniture ‘made from New Zealand pine’ or names of materials which also suggest that they come from a particular region or origin (for example ‘the Victorian Ash suite’) need to be avoided.

The intention of the person making the representation is not relevant to misleading and deceptive conduct and the penalties can be severe. In addition to court orders and fines, adverse publicity, product recalls, compulsory compliance programs and corrective advertising campaigns can all be ordered directly by a court as a result of misleading and deceptive conduct.

Members who breach the intent of this Code may be subject to disciplinary proceedings by the FIAA (for possible sanction actions please refer to the section on Sanctions in the FIAA Constitution), but flexibility should be built in to allow for a couple of chances for the accused to rectify the mistake.

5.2 Compliance Programs to ensure accurate information

Each member must put in place a Compliance Program consistent with the principles stated in AS3806. All members will ensure that any claims – implied or stated - about their products or services are accurate and not misleading in any

way. An appropriate employee or manager must be appointed to (a) handle complaints and (b) oversight the compliance program. In some smaller businesses this might be the same person.

6 Complaints mechanism

6.1 Customer complaints programs

Each signatory to the Code must have a Customer Complaints Program set up in accordance with Australian Standard AS4608-1999: Guide for the Prevention, Handling and Resolution of Disputes published by Standards Australia and available through Standards Australia (<http://www.standards.com.au>). FIAA will generally be able to assist with designing such a program – for example, helping to develop a Complaints Register.

6.2 FIAA complaints procedure

These provisions are there to put teeth into breaches of the Code of Conduct or unbecoming behaviour.

The process is designed to facilitate complaint resolution at first instance between the parties directly involved. Where this process fails, either party can escalate the complaint by referring it to the appropriate Committee of the FIAA (the AAC).

The member making a claim during these procedures must have a reasonable basis on which to make such a claim. That claim must be supported by evidence, not just hearsay, and can include independent testing, or reasonable reliance on a claim of a third party, or experience backed up by previous complaints records.

Written records must be kept of the basis for the claims and those must be provided to the AAC on the request of an AAC member who is adjudicating a complaint. Where such information is deemed to be commercially sensitive, the ACCC member will endeavour to ensure that it remains such, unless otherwise required in the interests of natural justice.

In this second level of complaint resolution, the following are the recommended procedures:

- (a) a complaint is received by the Administration & Accreditation Committee (AAC) – preferably not anonymously (see below for reasons);
- (b) the facts are examined and an audit ordered as appropriate by the AAC;
- (c) a notice(s) sent of facts and specifies place and method for hearing, ie telephone, mail, in person;
- (d) the AAC will hear the matter;
- (e) the AAC determines the matter - proven/not proven;
- (f) the AAC determines the consequence, such as reprimand, suspension, fine or expulsion;
- (g) AAC sends report to FIAA National Board and the member concerned;

- (h) FIAA National Board ratifies the decision. [NB: the AAC will make recommendations about a sanction decision against a particular party to the National Board. The Board will have the final power to decide whether or not to approve the recommendation. Once the National Board approves the recommended decision, that decision is then final
- (i) any appeals from the National Board's decision must be made to an outside body (an appropriate body to be decided at the time, such as The Institute of Arbitrators and Mediators Australia or other equivalent body in Australia);
- (j) in accordance with the decision of the AAC, if no appeal is made, or the appeal is lost, then the member: (a) may be expelled from the FIAA, or (b) accreditation can be revoked, or (c) the member may be suspended, or (d) the member may be fined or (e) any combination of (a) through (d);
- (k) for the duration of any suspension or on expulsion, the FIAA will not provide member benefits to that member;
- (l) the suspended member may reapply for membership after providing sufficient evidence to the FIAA National Board that he/she now complies;
- (m) there is no appeal to the general membership.

NB: the issue of who bears what costs will be decided on a case by case basis, so as to mitigate frivolous or vexatious complaints being made by competitors or others.

6.3 Dispute resolution

Complaints made to the AAC or the FIAA directly may be taken into account in looking at the extent of any audit.

A physical audit will be performed in the case of a complaint, if appropriate in the circumstances.

Desk audits will take place every 3 years for each member.

Continuous, or day-to-day, auditing will be left to the member, consumers and/or the member's competitors to ensure that it takes place.

NB: it is the responsibility of the Code signatory to ensure that their products always meet the standards required by law and this Code.

The decisions of the AAC are binding on FIAA members but are not and, as a matter of law, cannot be binding on consumers. The AAC will prepare information to explain (a) their dispute resolution procedures to consumers and (b) consumers' rights. That material will make it clear that the AAC's decision is not binding on consumers. It will also make clear any costs or potential costs consumers may face by bringing a matter before the AAC.

6.4 Testing

In circumstances where it is not possible to resolve the claims without independent testing, the parties will come to an agreement about who will bear the costs of testing. In many circumstances, it may be fair that the party whose claim is not made out or not supported by the testing bear the cost of that testing. At other times it may be reasonable that the cost of testing be shared between the parties irrespective of the outcome of the testing. The AAC member will make

clear to all parties his/her decision regarding costs before ordering such testing. In limited circumstances, and at the sole discretion of the Chairman of the AAC, the FIAA may bear the costs of such testing.

6.5 Time lines

The AAC will respond to all complaints in a reasonable time frame bearing in mind the nature of the complaint and the way in which the complaint is made. Matters involving safety will be dealt with within 2 days of the AAC receiving the complaint and in all other circumstances receipt of the complaint and a planned timetable for its resolution must be provided to the complainant within 30 days.

6.6 Dealing with complaints

As a first step, complaints will be dealt with by the AAC in writing. The complainant will provide a written statement as to the nature of the complaint and the remedy desired, for example repair or replacement. A copy of that material will be provided to the member and the complainant must be informed that the information will be provided to the member. The member then has 30 days to respond in writing, providing supporting evidence. The AAC will then consider the matter and either resolve the matter based on the material available or, where further material is required, request the material from the parties and, if necessary, require appearances by the parties. Where appearances are required, no lawyers are to be present although it is recognised that consumers may wish to bring a friend to provide support in presenting their position.

Each party will bear their own costs, if any, of appearing before the AAC unless otherwise ordered by the AAC. The AAC will make every effort to meet at a time and place convenient to both the member and the complainant.

No complaints will be accepted by the AAC (unless safety or similar issues are involved) without the matter first having been addressed via the member's own Customer Complaints Program (see above). This does not exclude a complaint to the AAC about a member refusing to action a complaint.

The complaints procedure is applicable both for complaints about another member and for those made about a member by a consumer. In each instance, attempts to resolve the matter via the relevant member's Customer Complaints Program must have been undertaken before bringing the matter to the AAC.

NB: in all instances, the AAC, the member and any other interested parties must take account of the principles of natural justice.

7 The Administration and Accreditation Committee

7.1 Composition

The Administration and Accreditation Committee (AAC) will consist of a minimum of three members, comprising a consumer representative, a regulator representative and an FIAA representative, assisted by an employee of the FIAA acting as Executive Officer and minutes secretary.

7.2 Roles and Responsibilities

The composition and responsibilities of the members of the AAC is set out in the FIAA Constitution and appendices. The following is summary list of those responsibilities:

- monitoring and reporting on compliance with the Code;
- co-ordinating periodic audit process;
- obtaining adequate finance from members for administering the Code;
- preparing budgets and financial reports;
- ensuring publicity for the Code;
- providing for signatory awareness of the Code;
- receiving and reviewing complaints about Code breaches;
- imposing agreed sanctions on signatories for breaches of the Code;
- conducting periodic reviews of the effectiveness of the Code and its procedures;
- recommending amendments if necessary;
- preparing annual and other reports on the operation of the Code;
- consulting Code signatories about dispute resolution procedures and decision makers;
- oversight of education of members' regarding their obligations under the Code;
- oversight of education of consumers and other stakeholders (as necessary) regarding their obligations under the Code; and
- monitoring compliant trends and systemic issues.

8 Consequences of Non-compliance

8.1 Sanctions

Where a signatory is found to have breached the Code, the following range of sanctions are available:

- expulsion or suspension from FIAA;
- fines;
- corrective advertising;
- changes to their internal procedures and information provided to consumers;
- more regular and rigorous audits;
- remove all member's benefits from the member who is subject to sanction;
- recommendation to regulators that the matter be dealt with, including in the Courts taking into account natural justice, privacy and other relevant issues;

- recommendations that the consumer take the matter to the Courts or take the matter to a regulatory body such as Fair Trading or ACCC or Customs.

Schedule 1 – Signatories

Schedule 2 – Relevant laws

NB: the information provided below is merely a guide and should not be relied on as a complete and exhaustive listing of all relevant legislation or regulations. If in doubt members should seek their own advice.

Legislations / Standards research

Index

NSW: Division 12 BEAN BAGS.....	19
NSW: Division 2 FIBRE CONTENT LABELLING OF TEXTILE PRODUCTS	21
NSW: Division 3 CARE LABELLING OF CERTAIN GOODS	21
VIC: Fair Trading (Safety Standards) (BUNK BEDS) Regulation 2002..	24
WA: Consumer Affairs (Safety Requirements) Regulations 1982	25
WA: Fair Trading (Furniture - Product Quality Standard) Regulations 1988	25
Fair Trading (Product Safety Standard) Regulations 2001	28
QLD: Fair Trading Regulation 2001	28

9 Product Safety

9.1 NSW: Division 12 BEAN BAGS

(website: www.legislation.nsw.gov.au)

Fair Trading (General) Regulation 2002

45 Definitions

(1) In this Division:

bean bag means a cushion or similar item that consists of a bag or cover surrounding bean bag filling, and includes a bean bag for use in a swimming pool.

bean bag cover means a bag or cover capable of being filled with bean bag filling and that, if filled with bean bag filling, would constitute a bean bag and includes a bag or cover intended as a separate inner lining.

bean bag filling means pellets, or small particles of polystyrene or other similar synthetic material capable of being used as filling for a cushion, but does not include any such pellets or particles when they are mixed with material that is not capable of being so used.

child resistant slide-fastener means a slide-fastener having a sliding piece of a kind referred to in the definition of **slide-fastener** that:

- (a) does not have attached to it any tag, handle or other object that would facilitate the movement of the sliding piece, and
- (b) incorporates a locking mechanism that prevents the sliding piece opening the slide-fastener unless a wholly separate device is used to disengage the locking mechanism and act as a handle in the moving of the sliding piece between the teeth of the slide-fastener.

package means bag, box or other similar container, but does not include a bean bag cover.

slide-fastener means a device comprising two sets of teeth, each set of teeth being located on adjacent edges of the device, and having an attached sliding piece that, when moved between the two sets of teeth, causes one set of teeth to interlock or cease to interlock with the other set of teeth.

- (2) If a slide-fastener has more than one sliding piece of a kind referred to in the definition of **slide-fastener** in subclause (1), a reference in the definition of **child resistant slide-fastener** in that subclause to a sliding piece includes, in relation to that slide-fastener, a reference to each of those sliding pieces.

46 Safety standard

- (1) The product safety standard prescribed for a bean bag or a bean bag cover is that:
 - (a) it must bear a label that:
 - (i) is secured to the bag or cover in such a manner that the label will, despite normal handling, remain fixed to the bag or cover, and
 - (ii) contains the following warning:
WARNING. Small Light-weight Beads Present A Severe Danger To Children If Swallowed Or Inhaled.
 - (b) it must be constructed so that any opening through which bean bag filling may be inserted or removed is fitted with a child resistant slide-fastener.
- (2) The product safety standard prescribed for a package containing bean bag filling is that it must bear a label that:
 - (a) is secured to the package in such a manner that the label will, despite normal handling, remain fixed to the package, and
 - (b) contains the warning referred to in subclause (1) (a) (ii).
- (3) The warning referred to in subclause (1) (a) (ii):
 - (a) must be printed in red letters at least 5 millimetres high on a white background, and

(b) must have the word “WARNING” printed in capital letters and the remaining words printed in upper and lower case letters.

9.2 NSW: Division 2 FIBRE CONTENT LABELLING OF TEXTILE PRODUCTS

Fair Trading (General) Regulation 2002

76 Definitions

In this Division:

AS/NZS 2392 means the Australian/New Zealand Standard entitled AS/NZS 2392:1999, *Textiles—labelling of clothing, household textiles and furnishings*, as published jointly by Standards Australia and Standards New Zealand on 5 July 1999.

AS/NZS 2450 means the Australian/New Zealand Standard entitled AS/NZS 2450:1994, *Textiles—Natural and man-made fibres—Generic names*, as published jointly by Standards Australia and Standards New Zealand on 17 October 1994.

AS/NZS 2622 means the Australian/New Zealand Standard entitled AS/NZS 2622:1996, *Textile products—Fibre content labelling*, as published jointly by Standards Australia and Standards New Zealand on 5 September 1996.

textile product has the same meaning as it has in Clause 5.3 of AS/NZS 2622.

77 Product information standard

The product information standard for textile products is that they must comply with AS/NZS 2622.

78 Form of information

The label in which any statement required for a textile product by AS/NZS 2622 is contained must comply with AS/NZS 2392 and AS/NZS 2450.

9.3 NSW: Division 3 CARE LABELLING OF CERTAIN GOODS

Fair Trading (General) Regulation 2002

79 Definitions

In this Division:

AS/NZS 1957 means the Australian/New Zealand Standard entitled AS/NZS 1957:1998, *Textiles—Care labelling*, as published jointly by Standards Australia and Standards New Zealand on 5 January 1998.

80 Application of Division

- (1) This Division applies to any of the following goods that are made from textiles, plastics, plastic coated fabrics, suede, skins, hides, grain leathers or furs, and that are not excluded goods:
 - (a) clothing,
 - (b) household textiles,
 - (c) apparel,
 - (d) furnishings or upholstered furniture,
 - (e) bedding, mattresses or bed bases,
 - (f) piece goods or yarns.
- (2) In this clause:

excluded goods means:

 - (a) second-hand goods,
 - (b) the following kinds of clothing (namely, unsupported coats (including overcoats, jackets and the like) of PVC film, handkerchiefs, braces, garter suspenders, arm bands, belts and headwear),
 - (c) all footwear (including textile materials used in the manufacture of footwear but excluding all types of hosiery),
 - (d) the following kinds of drapery (namely, floor cloths, dish cloths, dusters, cleaning cloths and pressing cloths),
 - (e) the following kinds of haberdashery (namely, ornaments, artificial flowers, sewing and embroidery threads and all other small items of haberdashery used in the making of clothing and textile products where instructions are not needed to ensure that the clothing or textile product is not damaged during cleaning and maintenance),
 - (f) the following kinds of furnishings (namely, oil baize, window blinds, shade blinds, sun blinds, awnings, floor coverings, light fittings, lampshades, tapestries, wall hangings, ornaments, handicraft items, draught excluders, non-upholstered furniture and cushions and cushion covers manufactured from remnants and labelled by the manufacturer with the following disclaimer “cushion cover manufactured from remnants, care treatment unknown”),
 - (g) all jute products,
 - (h) all medical and surgical goods (namely, bandages, dressings, sanitary pads and materials forming part of manufactured medical and surgical goods),
 - (i) the following kinds of canvas goods (namely, beach and garden umbrella coverings),
 - (j) the following kinds of miscellaneous goods (namely, cords, twines, lashings, garden hose, toys, umbrellas and parasols, shoelaces, woven labels, flex coverings, goods manufactured for sporting purposes (including sporting gloves but excluding all other apparel), articles intended for one-time use only, mops, basket hangers, shoe holders, remnants, industrial gloves, polypropylene webbing furniture and all bags and cases (including handbags, purses, wallets, travel bags, school bags, sports bags, briefcases and wash bags)).

81 Product information standard

The product information standard for goods to which this Division applies is that the goods must comply with AS/NZS 1957.

82 Variation of product information standards

For the purposes of this Division, AS/NZS 1957 is taken to have been amended as follows:

- (a) by omitting Clauses 1.2, 1.3, 1.4, 2.1.3 and 2.2 (b),
- (b) by omitting Clause 2.2 (c) and by inserting instead:
 - (c) The wording of the label shall be in English and be clearly legible.
- (c) by omitting Note 1 to Clause 2.2,
- (d) by inserting “This includes individual pieces of household textile products sold as sets (eg napkin and tablecloth sets).” at the end of Note 5 to Clause 2.2,
- (e) by inserting after Clause 2.3:

2.4 Alternative care instructions

Where in this standard there is a requirement for care instructions from categories in Tables 1, 2 or 3 to be provided on or with articles, words that have a similar meaning to the care instructions listed in Tables 1, 2 or 3 may be used.

- (f) by omitting “each of” from Clause 3.4,
- (g) by omitting “each of” from Clause 3.5,
- (h) by omitting “each category” from Clause 3.6 and inserting “the categories” instead,
- (i) by omitting “For upholstered furniture, bedding and other furnishings in Table 2, instructions shall be given from each category and a prohibitive instruction given if a cleaning method is unsuitable.” from Clause 3.6.

83 Form of information for prescribed goods

- (1) The care instructions for goods to which this Division applies that are prescribed goods may be given:
 - (a) on a removable ticket or label attached to the goods, or
 - (b) on a pamphlet accompanying the goods, or
 - (c) as printed instructions on the wrapper or other matter in which the goods are packaged.
- (2) In this clause:

prescribed goods means:

 - (a) the following kinds of adult’s, children’s and baby clothing (namely, collars, neckwear, bow ties, gloves, mittens, all types of hosiery, incontinence garments, reversible garments, fur garments, bibs, washable nappies, squares of flannelette, terry towelling or muslin and baby pilchers),

- (b) the following kinds of drapery (namely, face washers, serviettes, doilies, table cloths, tray cloths, centres, runners, duchess sets, mosquito netting and covers made from mosquito netting, butter muslin and gauze, tea towels, place mats, pot holders, finger tips, appliance covers for teapots, toasters and the like and hot water bottle covers),
- (c) the following kinds of haberdashery (namely, elastic, elastic threads, ribbons, zips, iron-on binding patches or trim, velcro-type fasteners, curtain making kits and all other small items of haberdashery used in the making of clothing and textile products where instructions are needed to ensure that the clothing or textile product is not damaged during cleaning and maintenance),
- (d) all shower curtains,
- (e) all gardening gloves.

84 Care instructions for goods unable to be washed or dry-cleaned

Where goods are unable to be washed or dry-cleaned, the permanent label must include appropriate instructions in words that:

- (a) warn that the goods are unable to be washed or dry-cleaned, and
- (b) adequately describe the care treatment for the goods.

9.4 VIC: Fair Trading (Safety Standards) (BUNK BEDS) Regulation 2002

(website: www.dms.dpc.vic.gov.au)

Copy in PDF stored on F:\Working Files\Furniture Labelling\Code of Practice\Legislation & Code Library.

9.5 **WA: Consumer Affairs (Safety Requirements) Regulations 1982**

(website: www.slp.wa.gov.au/statutes/swans.nsf)

(can't obtain a copy of the regulation for Bean Bag, must pay)

Consumer Affairs (Safety Requirements) Regulations 1982

Header - Consumer Affairs (Safety Requirements) Regulations 1982

1 Citation - Consumer Affairs (Safety Requirements) Regulations 1982

[2 2 Repealed in Gazette 19Jul1985 p 2521] - Consumer Affairs (Safety Requirements) Regulations 1982

Part I - Child carrying seats for bicycles

Part II - Kerosene heaters

Part III - Bean bags

Part III - Bean bags - Consumer Affairs (Safety Requirements) Regulations 1982

10 Interpretation - Consumer Affairs (Safety Requirements) Regulations 1982

11 Bean bags a prescribed class of goods - Consumer Affairs (Safety Requirements) Regulations 1982

12 Requirements for bean bags - Consumer Affairs (Safety Requirements) Regulations 1982

13 Application of section 23V(1) and (2) - Consumer Affairs (Safety Requirements) Regulations 1982

Notes

9.6 **WA: Fair Trading (Furniture - Product Quality Standard) Regulations 1988**

Fair Trading (Furniture - Product Quality Standard) regulations 1988 specifies labelling requirements for furniture in Western Australia.

Citation

- (1) These regulations cited as the Fair Trading (Furniture - Product Quality Standard) Regulations 1988.

Product Quality Standard

- (2) The product quality standard to be used for furniture shall consist of the requirements as to the stamping and labelling of furniture set out in these regulations.

Stamping or Labelling of Furniture by Manufacturer

(3) (1) A person who in the State manufactures or prepares, either wholly or partly, any furniture for the purpose of sale shall cause to be affixed to the furniture a stamp or label containing the expression "MADE BY" followed by the name of the final manufacturer of the article, and the address or place where the furniture was manufactured or prepared.

- (2) a person to whom subregulation (1) applies who removes, or causes or permits or suffers to be removed, from any place in which the furniture was manufactured or prepared, any furniture that is not stamped or labelled as required by subregulation (1) commits an offence.

Penalty : \$1,000.

Stamping or Labelling of Furniture by Importer, etc.

(4) Where any furniture imported into the State for the purpose of sale -

- (a) is fully assembled when imported; or
 (b) is intended to be sold in unassembled form,

the importer, consignee or buyer for the purpose of resale shall, within 48 hours after the furniture first comes into his possession, cause to be affixed to the furniture a stamp or label containing the expression "MADE IN" followed by the name of the country of origin and the words "IMPORTED BY" followed by the name and address of the person importing furniture.

Stamping or Labelling of Furniture by Assembler

(5) Where any furniture is imported in unassembled form for the purpose of being assembled in the State prior to sale, the person assembling the furniture shall cause to be affixed to the furniture a stamp or label containing the expression "MADE IN" followed by the name of the country of origin and the words "ASSEMBLED BY" followed by the name and address of the person assembling the furniture.

Use of Stamp or Label

(6) (1) where a stamp is affixed to furniture under regulation 3, 4 or 5 the stamp shall be impressed or made by means of an indelible ink or stain.

- (2) where a label is affixed to furniture under regulation 3, 4 or 5 it may be nailed, riveted, screwed tacked, glued, gummed, sewn or by other suitable means attached to or let into the furniture.

Nature of Stamp or Label

- (7) A stamp or label affixed to furniture under regulations 3, 4 or 5 shall -
- (a) have any letters and figures not less than 4 millimetres in height;
 - (b) be affixed in a workman-like manner so that the type or print is clearly legible;
 - (c) be placed so that the stamp or label is readily visible on inspection; and
 - (d) be affixed in such a manner, so far as is reasonably practicable, as to prevent the stamp or label from being rubbed off, obliterated or detached in the process of handling the furniture.

Parts of Furniture to be Stamped or Labelled

- (8) Where an article of furniture consists of one or more parts that are ordinarily detachable from one another, a stamp or label shall be affixed to each detachable part of the article, in accordance with these regulations.

Permanency of Stamp or Label

- (9) The method of stamping or labelling shall, in any particular case, be the one most fitting to be used to secure permanency, having regard to the composition of the label required to be used and the nature, composition, size, shape or other characteristics of that particular article of furniture.

Offences and Penalties

(10) (1) A person shall not -

- (a) sell any new furniture unless the furniture is stamped in accordance with these regulations, with either the stamp of the maker or the stamp of the importer;
Penalty: \$1,000
- (b) falsely stamp any furniture with any stamp purporting to be a stamp of a manufacturer or importer that has been affixed under these regulations or under any law of the Commonwealth or of any other States or Territory of the Commonwealth;
Penalty: \$1,000

(c) remove, erase, deface or otherwise interfere with any stamp on any furniture purporting to be a stamp of a manufacturer or importer that has been affixed under these regulations or under any law of the Commonwealth or of any other State or Territory of the Commonwealth;
Penalty: \$1,000

(d) sell any furniture that he knows to be falsely stamped with the stamp of a manufacturer or importer.
Penalty: \$1,000

(2) In any proceedings for an offence against subregulation (1) (a), it is a sufficient defence for the defendant to prove that -

- (a) at the time when the offence is alleged to have been committed, the furniture to which the proceedings relate bore the stamp of the maker or the importers which had been stamped on the furniture when the defendant acquired it;
- (b) the stamp appeared to comply with these regulations;
- (c) the stamp had not been altered in any way by the defendant: and
- (d) on demand made by or on behalf of an investigating officer, the defendant give to the investigating officer all the information in his power with respect to the person from whom he acquired the furniture.

(3) In subregulation (2) (d), "investigating officer" means an officer authorised by the Commissioner under section 23 of the Consumer Affairs Act 1971 to carry out investigations and inquiries.

9.7 Fair Trading (Product Safety Standard) Regulations 2001

Part 9 – Bunk Beds

9.8 QLD: Fair Trading Regulation 2001

(website: www.legislation.qld.gov.au)

Part 2 – Information Standards, Section 7 Furniture

7 Furniture

- (1) This section applies to furniture other than custom-made furniture.
- (2) The information set out in subsection (4), written in English in letters at least 4 millimetres high, must be -
 - (a) conspicuously stamped or embossed on the furniture; or
 - (b) on a label securely attached to the furniture.

- (3) The method of stamping, embossing or labelling must ensure that the stamping, embossing or labelling is permanent.
- (4) For subsection (2), the following information is required -
- (a) if the furniture is manufactured entirely or partly in Australia - the name of the manufacturer and the address at which the furniture was manufactured;
 - (b) if the furniture is manufactured entirely or partly in a country outside Australia - assembled;
 - (i) the name of the country' and
 - (ii) the word 'imported';
 - (c) if the furniture is assembled entirely or partly in Australia-the name of the assembler and the address at which the furniture was assembled;
 - (d) if the furniture is assembled entirely or partly in a country outside Australia -
 - (i) the name of the country; and
 - (ii) the word 'imported'
 - (e) if the furniture is entirely assembled when imported or is offered for sale unassembled - the name and address of the importer or consignee.
- (5) Also, if a suite or setting of furniture consists of 1 or more units that may be sold individually, each unit of the suite or setting must be stamped, embossed or labelled in accordance with this section.

9.9 SA: Trades Standards Regulations 2000

(website: www.parliament.sa.gov.au)

Schedule 3, Part 4 Furniture of the Trade Standards Regulations, 2000

Interpretation

11. In this Part—

"furniture" includes an article of *furniture* whether or not it is polished, painted or finished or is assembled or requires assembly but does not include—

(a) bedding, curtains or light fittings; or

(b) floor, wall or window treatments; or

(c) built in items; or

(d) second-hand *furniture*; or

(e) any article of *furniture* produced or made on the specific order of the person to whom it is supplied;

"**imported**" means brought into Australia from another country;

"**second-hand furniture**" means *furniture* that has been used for a purpose not connected with its manufacture, production, importation or supply.

Information

12. (1) An article of *furniture* made or produced in Australia, and any package in which it is contained when it is supplied, must have securely affixed to, or stamped on, it a label or notice containing—

(a) the name and address of the maker or producer in letters of not less than 2.5 millimetres in height; and

(b) the word "Australia", or words to the effect that the article was made or produced in Australia, in letters of not less than 5 millimetres in height.

(2) An imported article of *furniture* and any package in which it is contained when it is supplied, must have securely affixed to, or stamped on, it a label or notice containing—

(a) the name and address of the importer in letters of not less than 2.5 millimetres in height; and

(b) the word "Imported", or the name of the country in which the article was made or produced, in letters of not less than 5 millimetres in height.

(3) A notice required under this clause must—

(a) be readily legible; and

(b) where it is to be affixed to—

(i) an article of *furniture*—be permanently affixed to a readily accessible part on the article;

(ii) a package—be affixed in a prominent position on the package.

Schedule 3 – Stakeholders consulted in relation to the drafting of this Code

Many industry stakeholders were canvassed during the preparation of this Code of Conduct. Some were contacted by face-to-face interview, others by telephone and still others by calling for public comment to make this document as practical and workable as possible, within the constraints imposed by law – such as transparency and privacy to name two.

The names of those stakeholders interviewed face-to-face and by telephone are available from the FIAA in Melbourne, whose contact details appear at the beginning of this document, but interviews were conducted in :

New South Wales

Queensland

Victoria/Tasmania

South Australia

Western Australia

Various Regulator stakeholders have been involved since the beginning of this project and others were invited to comment at different stages of the process, such as the various state Ministries of Fair Trading or equivalent, the Australian Competition and Consumer Commission, the Commonwealth Department of Industry and Commerce.

In the final stages of the process various Consumer representative bodies were also consulted.

This Code is the result of all those consultations.