

# THE KSA AND THE CONSUMER PROTECTION ACT

The KSA recognises the importance of the Consumer Protection Act to both KSA members and the customer. The KSA by its very nature stands for what is fair and its mediation process has proved successful in resolving customer related issues. The mediation offered by the KSA is recognised in the Consumer Protection Act (CPA) and is encouraged as the recommended route to resolving customer complaints.

As the customer you are entitled, in terms of both the CPA and the KSA's Code of Ethics, to demand quality services and goods with a reasonable guarantee. These should be sold to you without the use of misleading or dishonest sales techniques. KSA members agree to abide by the KSA's Code of Ethics which echoes the CPA's requirements.

KSA members undertake to ensure:

- Advertising and agreements are not misleading and that fair business practice exists in all their dealings with the consumer.
- That agreements are in writing and written in plain, easily understood language with no unfair and unreasonable clauses.
- Delivery will be within a 'reasonable time' – members will

give you an estimated delivery date on signing of the contract.

It is important in the frame of the CPA that most KSA member's sales are initiated by an approach from a customer. The customer requires cupboards to be designed, manufactured and installed in a specific space thus the product is by its nature custom made and purpose designed. As such, goods ordered from a KSA member would be deemed 'special order goods'. The implications of this are that the customer does not have the right to cancel an advance order.

The KSA aims to assist customers with legitimate claims within the installation and guarantee period of the member's product with the aim of coming to a resolution that is fair to both parties. It is important to note that where a portion of the contract price has been withheld, this must be deposited into the KSA's holding account before mediation commences.

