



**CODE  
OF  
PRACTICE**

# PROTECTING OUR CUSTOMERS

## Code of Practice

To maintain membership, members must strictly comply with DSAA's Code of Practice.

Internationally sponsored and locally adapted, the DSAA Code spells out what is expected of members in their dealings with consumers. A quick, easy and cost free process exists to resolve consumer complaints, including access to independent adjudication and appeal.

In applying and building on legal requirements the Code anticipates a range of consumer issues, including:

- Terms of offers made to consumers
- Sales presentations
- Advertising
- Calling hours
- Privacy
- Earnings representation
- Inventory repurchase

The Code makes clear the DSAA Members are, for the purposes of the Code, responsible for the dealings of their independent salespeople with consumers. The Code may be accessed through the DSAA website [www.dsaa.asn.au](http://www.dsaa.asn.au)

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# 1 INTRODUCTION

Direct Selling is a system of distribution of goods and services directly to Consumers in a face to face manner, generally in their homes or the homes of others, at their workplaces and other places away from permanent retail locations, usually through explanation or personal demonstration, by an independent Direct Salesperson.

# 2 APPLICATION

- 2.1 This Code of Practice applies to the activities of all Members of the Direct Selling Association of Australia Inc.
- 2.2 In applying the Code, Members are required to accept the underlying spirit as well as the written requirements of the Code.
- 2.3 Acceptance of this Code is a requirement for membership and all Members must agree in writing to be bound by the Code.
- 2.4 The Code contains a Consumer complaints handling procedure which provides Consumers with a cost free method of having their complaints resolved.
- 2.5 The Code applies to the relationship:
  - 2.5.1 Between Members and their Direct Salespersons;
  - 2.5.2 Between Members and Consumers who purchase or otherwise acquire their products;
  - 2.5.3 Between Members and other Members.

# 3 OBJECTIVES

To ensure responsibility and fair trading practice toward Consumers and the general public by all Members of the Association.

To provide an instrument of self-regulation for the Association.

## 4 DEFINITIONS

For the purposes of this Code:

**Agreement** – means a sales agreement order form, sales docket, receipt or other document used by a Member or by a person acting on behalf of a Member to record a sale of the Member’s product to a Consumer;

**Association** – means the Direct Selling Association of Australia Inc;

**Board** – means the Board of Directors of the Association for the time being  
**Executive Director** – means the Executive Director of the Association for the time being;

**Member** – means a financial Full Member of the Association. The Member will be a person firm or company offering products for sale lease or rental by means of direct sales;

**Direct Sales** – means the sale lease or rental of products to Consumers where the Member, or the Member’s representative, personally solicits or effects a sale, with or without an invitation from the purchaser, at a place other than the place of business of the Member;

**Direct Salesperson** – means any person, whether an employee or independent sales agent, engaged in the direct sales activities of a Member;

**Consumer** – means any person being the end user or Consumer of a Member’s product;

**Product** – includes goods and services;

**Code Administrator** – the person described in Clause 23;

**Panel** – means the Consumer Complaints Resolution Panel described in Clause 27;

**Contact Sale** – a sale of Member’s product where the Member or the Member’s 4 Direct Salesperson – is present with the buyer at the time the agreement for sale is made;

**Non Contact Sale** – a sale of Member’s product where neither the Member nor the Member’s Direct Salesperson is present with the buyer at the time the agreement for sale is made.

## 5 BASIC PRINCIPLES

All direct sales by Members must conform to the principles of fair trading and competition as espoused in Trade Practices Legislation, and State and Territory Fair Trading Legislation, with particular reference to:

- 5.1 the terms of the offer, the method of payment, and the form of the agreement;
- 5.2 the method and manner of the presentation and demonstration of the product;
- 5.3 compliance by the Member with all obligations arising from the offer, including delivery to the Consumer;
- 5.4 acceptance by Members of the ultimate responsibility for the sales methods of the Members' Direct Salespersons;
- 5.5 the need for all sales activities to be conducted in accordance with the laws of the Commonwealth States and Territories;
- 5.6 the need for Members to ensure that all Direct Salespersons are properly informed in order to provide the Consumer with all relevant information in relation to the product and the transaction.

## 6 DECEPTIVE OR UNLAWFUL PRACTICES

No member of the Association shall engage in any deceptive, unlawful, or unethical Consumer or recruiting practice. Members shall use their best endeavours to ensure that no statement, promise or testimonial is made which may mislead a Consumer. Members shall not interfere with the contractual relationship between another company, firm or person and its Direct Salespersons.

## 7 CONDITION OF MEMBERSHIP

- 7.1 It is a condition of membership of the Association that Members are familiar with the content of this Code of Practice and that it is strictly observed.
- 7.2 Members are required to establish and maintain satisfactory systems to ensure that relevant employees and Direct Salespersons are properly and adequately informed of the existence and requirements of the Code.

## 8 TERMS OF THE OFFER TO THE CONSUMER

### 8.1 Accuracy

The terms of the offer must be clear and unambiguous so that the Consumer will be aware of:

- 8.1.1 the exact nature of the offer;
- 8.1.2 the commitment involved in placing an order;
- 8.1.3 the right to cancel the agreement;
- 8.1.4 the exchange and/or refund procedures;
- 8.1.5 the redress available in the event of any complaint.

### 8.2 Agreements

Members must use agreements approved by the Board from time to time.

Agreements must clearly show:

- the full name, address and telephone number of the Member (see footnote);
- the full name, address and telephone number of the Direct Salesperson acting on behalf of the Member (see footnote);
- a description of the product and the quantity ordered;
- the total price to be paid;
- a description of and the amount of any additional charges such as postage, handling etc;
- the terms of payment;
- the agreed delivery date;

- clear and legible advice that the Consumer may cancel the agreement at any time up to ten days from the date of placing the order (see clause 8.4);
- instructions on how the agreement may be cancelled and how the refund of any monies already paid are to be refunded, (see clause 8.4);
- if the goods are covered by an express warranty the terms of the warranty, (see clause 8.6);
- if an after sales service is offered the details of the service, (see clause 8.7);
- that the supplier is a Member of the Association and subscribes to the Association's Code of Practice.

Agreements must be typewritten or clearly printed or written and be in a print size that can be easily read, (see clause 9.2).

Agreements for contact sales must be signed by the purchaser and any amendment or alteration must be signed by the purchaser and the salesperson.

For contact sales a copy of the agreement must be given to the purchaser at the time of the sale.

For non contact sales a copy of the agreement must be given to the purchaser no later than the date of delivery.

#### Footnote

A post office box number is not acceptable as an address for the purposes of clause 8.2.

### 8.3 Delivery

- 8.3.1 where the member is unable to deliver the product within seven days after the agreed delivery date the Consumer must be advised of the delay no later than seven days from the agreed delivery date.
- 8.3.2 if the Member is unable to arrange delivery of the products within twenty one days of the agreed delivery date the Member or the Member's Direct Salesperson must advise the Consumer and agree to cancel the agreement if the Consumer chooses to do so.
- 8.3.3 if the agreement is cancelled because of a delay in delivery the Member must refund in full all monies paid by the Consumer in relation to that agreement.

## 8.4 Rights of Cancellation (Cooling-Off Period)

- 8.4.1 The Consumer will be entitled to cancel the agreement at any time up to ten days from the date of placing the order or signing the agreement. In the event of cancellation during the cooling-off period the Consumer will be entitled to a refund of all monies paid in respect of that sale or agreement upon return of the product in satisfactory condition.
- 8.4.2 No work shall commence during the cooling-off period for such product as house painting, wall cladding, building construction or similar product of a non-recoverable or irrevocable nature.

## 8.5 Credit

Members offering credit must comply with the Consumer Credit Code and must, where required, obtain a Credit Provider's Licence.

## 8.6 Guarantees

Offers may contain the words "guarantee", "guaranteed", "warranty" or "warranted", or words having the same meaning, only if the terms of the guarantee as well as the remedial action open to the purchaser are clearly set out in the agreement. The name and address of the guarantor and the duration of the guarantee shall be clearly stated.

The guarantee must be clear, comprehensive and simple to understand.

## 8.7 After Sales Service

When an after-sales service is offered, details of the service must be included in the guarantee or stated elsewhere in the agreement.

## 8.8 Code of Practice, Direct Selling Association

The agreement must contain a clear and prominent indication that the Vendor is a member of the Association and subscribes to this Code of Practice.

## 9 PRESENTATION OF THE SALE

### 9.1 Identification – Salesperson

Direct Salespersons must:

- 9.1.1 identify themselves to the prospective Consumer at the commencement of the call;
- 9.1.2 truthfully and accurately advise the purpose of the call;
- 9.1.3 identify the Member which they represent;

### 9.2 Clarity

Members must ensure that all printed materials are written, where possible, in everyday or conversational English and use print sizes and styles that are easily read and understood.

### 9.3 Safety

Members must ensure that:

- 9.3.1 all products offered for sale comply with Commonwealth and State product safety laws;
- 9.3.2 all therapeutic goods (including therapeutic devices) offered for sale comply with Commonwealth and State health and licensing requirements and labelling laws;
- 9.3.3 the Consumer is provided with full and accurate directions for proper use of the product, and adequate safety warnings where necessary;

### 9.4 Truthful Presentation

All offers must be accurately and truthfully presented including:

- 9.4.1 the characteristics of the product;
- 9.4.2 the price;
- 9.4.3 credit terms and charges, if any;
- 9.4.4 agreed delivery date;
- 9.4.5 the guarantee, and any conditions which may be attached;
- 9.4.6 details in relation to exchange, returns and after sales service; and
- 9.4.7 any other terms and conditions which may be attached to the offer.

## 10 ADVERTISING

Advertisements and promotional materials in relation to the product and its recommended use must not contain any description, claim or illustration which directly or by implication is deceptive or misleading.

All claims and testimonials published or advertised must be capable of substantiation.

## 11 RESPECT OF PRIVACY

Direct Salespersons must not be intrusive and the right of the Consumer to privacy and to refuse further discussion must be respected at all times.

The Direct Salesperson must leave the Consumer's premises immediately when requested to do so by the Consumer.

## 12 INFORMATION

The Direct Salesperson must:

- 12.1 make every endeavour to ensure that the Consumer clearly understands the information given and the demonstration of the product;
- 12.2 give the Consumer sufficient time to read the entire agreement form thoughtfully and without pressure;
- 12.3 not make any statement or demonstration which, directly or by implication, omission, ambiguity or exaggeration, is likely to mislead the Consumer with regard to the terms of the offer;
- 12.4 give accurate and clear answers to questions from the Consumer concerning the product and the offer.

## 13 TESTIMONIALS AND ENDORSEMENTS

The Direct Salesperson must not mislead the Consumer through reference to any testimonial or endorsement that is:

- 13.1 not authorised by the person quoted;
- 13.2 obsolete or otherwise no longer applicable or relevant;
- 13.3 used in connection with any product other than that for which the testimonial or endorsement was originally furnished;
- 13.4 all testimonials used by the Direct Salesperson must be capable of being substantiated.

## 14 COMPARISONS AND FAIR COMPETITION

- 14.1 The Direct Salesperson shall avoid using comparisons, which are likely to mislead, and which are incompatible with the principles of fair competition. Points of comparison must not be unfairly selected and must be based on facts, which can be substantiated.
- 14.2 Members shall conduct themselves fairly towards other Members.
- 14.3 Neither the Member nor the Direct Salesperson shall denigrate any other Member or other member's product directly or by implication.
- 14.4 Neither the Member nor the Direct Salesperson shall entice away or solicit Direct Salespersons contracted to other Members by any form of systematic enticement.
- 14.5 The Direct Salesperson shall not induce a Consumer to cancel any contract with other sellers or traders.

## 15 CALLING HOURS

Without the consent of the Consumer a Direct Salesperson shall not call either in person or by telephone:

- on Sunday and Public Holidays;
- before 9am on weekdays;
- after 8pm on weekdays;
- before 9am on Saturday;

## 16 INVENTORY REPURCHASE

- 16.1 Any Member with a marketing plan that involves selling products directly or indirectly to or through the services of Direct Salespersons shall clearly state, in its recruiting literature, sales manual, or contract with the independent salespeople, that the Member will repurchase on reasonable commercial terms currently marketable inventory, including Member produced demonstration material, sales aids and demonstration kits, in the possession of that salesperson and ordered by that salesperson prior to the date of termination of the salesperson's business relationship with the Member.
- 16.2 For purposes of this Code "reasonable commercial terms" shall include the repurchase of marketable inventory within twelve months of the salesperson's order at not less than 90% of the amount paid for inventory by the salesperson, less appropriate set-offs and legal claims, if any.
- 16.3 For purposes of this Code products shall not be considered "currently marketable" if:
- 16.3.1 useable or shelf-life period has passed; or
- 16.3.2 if the Member clearly disclosed to the salesperson at or prior to the date of the salesperson's order that the products are seasonal, discontinued, or are the subject of a special promotion and are not subject to this repurchase obligation.

## 17 EARNINGS REPRESENTATIONS

A Member shall not misrepresent the actual or potential sales or earnings of its independent salespeople. Any earnings or sales representations made by Members shall be based on documented facts or other information considered to be reasonable in the circumstances.

## 18 RESPONSIBILITY

- 18.1 The ultimate responsibility for the observance of the Code rests with the Member.
- 18.2 Members shall inform their Direct Salespersons about Consumers' rights under this Code.
- 18.3 Members shall not by contract or otherwise limit the Consumers' rights under this Code.
- 18.4 Members shall not raise the independent contractor status of their Direct Salespersons as a defence against Code contravention allegations. Such action shall not be construed to be a waiver of the Member's right to raise such defence under any other circumstances.

## 19 IMPLEMENTATION

- 19.1 The primary responsibility for the enforcement of this Code against any Member rests with the Association.
- 19.2 The primary responsibility for the enforcement of this Code against any Direct Salesperson rests with the Member.

## 20 RESPONSIBILITIES AND DUTIES OF MEMBERS

- 20.1 In the event a Consumer complains that a Direct Salesperson offering for sale the product of a Member has engaged in any improper course of conduct relating to the sale of its product, the Member shall promptly investigate the complaint and take such steps as are appropriate and necessary under the circumstances to redress any improper conduct which its investigation discloses.

- 20.2 Members will be considered responsible for Code contravention by their Direct Salespersons where the Administrator finds, after considering all the facts, that a contravention of the Code has occurred and the Member has authorised such contravention, condoned it, or in any other way supported it.
- 20.3 A Member shall be considered responsible for a Code contravention by its Direct Salespersons, although it had no knowledge of such contravention, if the Administrator finds that the Member was negligent by failing to establish procedures whereby the member would keep its employees and Direct Salespersons informed of this Code.
- 20.4 Members subscribing to this Code recognise that its successful operation will require diligence in creating an awareness among their Direct Salespersons, whether employees or otherwise, of the member's obligation under the Code.
- 20.5 No member, employee of a Member or Direct Salesperson shall persuade induce or coerce another party to breach this Code or attempt to do so.

## 21 CONSUMER COMPLAINTS HANDLING

The Association guarantees Consumers access to a simple, quick, effective and cost-free method of redress of complaints against a Member and its salespersons with regard to breaches of the Code:

- 21.1 complaints from Consumers should, in the first instance, be referred to the Member who must satisfy the Consumer or otherwise address the complaint within ten days;
- 21.2 if the Consumer is not satisfied with the action or decision of the Member, the Member must refer the complaint to the Executive Director of the Association;
- 21.3 the Executive Director will seek to resolve the complaint with the Member and the Consumer within ten days and failing that will refer it to the Code Administrator for resolution under this Code;

- 21.4 the complaints handling procedure set out in this Code is intended to be in addition to the normal rights of the Consumer and does not in any way prevent the Consumer from referring the complaint to any of the States' Consumers Agencies, Consumer Claims Tribunals, Small Claims' Courts or other similar Bodies which may be established from time to time;
- 21.5 each Member must have in place a system for dealing with complaints from Consumers;
- 21.6 the system must meet the minimum requirement of the Association as advised to Members from time to time;
- 21.7 details of the system must be made available to Consumers upon request and should be provided in a concise and easily read format;
- 21.8 Members must maintain for a minimum period of three years proper and adequate records of all Consumer complaints, and showing the following information:
- 21.8.1 the date of the complaint;
- 21.8.2 the Consumer's name, address and other relevant information;
- 21.8.3 the decision in the matter and details of how and when the decision was conveyed to the Consumer.
- 21.9 Member's complaints handling systems will be monitored by the Association (see clause 32) and complaints records must be made available to the Executive Director on request.

## **22 APPOINTMENT OF CODE ADMINISTRATOR**

- 22.1 The Board shall appoint a Code Administrator (Administrator) to serve for a fixed term to be set by the Board prior to appointment. The Board shall have the authority to discharge the Administrator for any action which, in the opinion of the Board is not in the best interests of the Association.
- 22.2 The Board shall provide sufficient authority to enable the Administrator to properly discharge the responsibilities entrusted to the Administrator under this Code. The Administrator will be responsible directly and solely to the Board. The Board will establish all regulations necessary to administer the provisions of this Code.

## 23 CODE ADMINISTRATOR

- 23.1 The Administrator shall be a person of recognised integrity, knowledgeable in the industry, and of a stature that will command respect by the industry and from the public.
- 23.2 During his/her term of office, neither the Administrator nor any Member of his/her staff shall be an officer, director, employee, or shareholder of any Member, or Parent Company of any Member or a Company associated with any Member.
- 23.3 The Administrator shall have the same rights of indemnification as the Directors and Officers of the Association.
- 23.4 The Administrator, in accordance with the regulations herein, shall hear and determine all complaints against members affording such members an opportunity to be heard fully.
- 23.5 The Administrator shall have the power to originate any proceedings, and shall at all times expect and receive the full cooperation of all Members.
- 23.6 The Administrator may, if necessary, and with the prior approval of the Board appoint adequate staff to assist him/her in the discharge of his/her duties hereunder.
- 23.7 The Administrator shall prepare an annual report for the Board on his/her activities hereunder.
- 23.8 The Administrator shall promptly answer all enquiries from Members relating to the Code and its applications, and, when appropriate, may suggest for consideration by the Board new regulations, definitions, or implementations to make the Code more effective.

## 24 PROCEDURE

- 24.1 Upon receipt of a complaint the Administrator shall determine whether a violation of the Code has occurred in accordance with this Code.
- 24.2 If, in the judgement of the Administrator, a complaint is beyond the Administrator's scope of expertise or resources, the Administrator may decline to exercise jurisdiction in the matter and refer the matter to a Panel.

## 25 RECEIPT OF CONSUMER COMPLAINT

Upon receipt of a Consumer complaint in writing from a Consumer, or from the Board or from the Executive Director, the Administrator shall immediately notify the member of the complaint.

## 26 INITIAL INVESTIGATION

- 26.1 The Administrator may, in his/her absolute discretion, remedy the complaint through informal communication with the Member. If the Administrator determines, after investigation that there is no need for further action or that the complaint has been remedied or that the complaint lacks merit, he/she will notify the Complainant accordingly.
- 26.2 Where the Administrator makes a determination pursuant to clause 26.1 the Complainant may request that the matter be referred to a Panel.
- 26.3 The Administrator may terminate any proceeding if the Member has remedied the complaint and has taken reasonable steps to prevent or discourage any similar complaint in the future.
- 26.4 If the Administrator finds that notwithstanding a satisfactory resolution in a particular case, or cases, the Member has failed to take such reasonable steps or has engaged in a pattern of conduct, which the Administrator believes contravenes the Code, the Administrator may proceed to implement the provisions of the Code.

## 27 CONSUMER COMPLAINTS RESOLUTION PANEL

- 27.1 In the event that a Panel hearing is requested in accordance with this Code the Executive Director shall convene a Consumer Complaints Resolution Panel (Panel) to determine the matter.
- 27.2 Members of the Panel shall be:
- 27.2.1 The Code Administrator (Chairman);
  - 27.2.2 A person nominated by the Director of Consumer Affairs in the State in which the hearing is to take place, to represent the Director;
  - 27.2.3 A person nominated by the Chairman for the time being of the Consumers Federation of Australia to represent Consumers. The person nominated must be a resident of the City in which the hearing is to take place;
  - 27.2.4 A person nominated by the Executive Director to represent the Industry.
- 27.3 The Chairman shall not be entitled to vote.
- 27.4 The Executive Director shall provide the necessary administrative services and facilities to permit the Panel to perform its duties and discharge its responsibilities under this Code.
- 27.5 The Panel will be convened only to determine complaints which involve a complaint from a Consumer against a Member or against a Direct Salesperson of a Member.

## 28 CONSUMER COMPLAINTS RESOLUTION PANEL PROCEDURE

- 28.1 A Panel may be requested by:
- a Consumer in accordance with clause 26.2 hereof;
  - a Member;
  - the Board;
  - the Administrator, if in his/her opinion, the complaint or alleged;
  - contravention of the Code is of a nature, scope or frequency to warrant a formal hearing.

- 28.2 A request for a Panel may be addressed to the Executive Director or to the Administrator.
- 28.3 The Administrator shall notify the Executive Director, the Member and the Complainant of the intention to hold a Panel and will provide details of the complaint.
- 28.4 The Executive Director will convene a Panel in accordance with Clause 27.1 and advise the Administrator of the persons who will comprise the Panel.
- 28.5 The Administrator shall make reasonable attempts to arrange a mutually convenient place and time for the hearing and provide all parties with not less than twenty-one day's notice of the hearing.
- 28.6 If either the Member or complainant fails to appear at the hearing the Panel may terminate the matter or make any other decision, which it considers appropriate in the circumstances.
- 28.7 The Member and complainant may appear at the hearing in person. All parties may call witnesses provided that the party calling the witness bears any costs incurred in calling a witness. All parties may cross examine any witness. The Panel shall determine the matter and advise all parties of its decision no later than fourteen days from the date of completion of the formal hearing.
- 28.8 The decision of the Panel shall be final, and binding on the Member.

## 29 POWERS OF THE PANEL

- 29.1 Following the formal hearing provided for in clause 28 the Panel is empowered to impose any or all of the following sanctions upon the Member:
- 29.1.1 require full refund to the Consumer of monies paid for the subject product;
  - 29.1.2 require the replacement or repair of the subject product;
  - 29.1.3 require the payment of a contribution to a special fund to be established by the Board to be used to publicise the Code and related information. The contribution shall not exceed \$500 per contravention;
  - 29.1.4 require the Member to submit to the Panel a written undertaking to abide by the Code in future transactions and to exercise due diligence to prevent re-occurrence of the practice;

- 29.1.5 require the Member to implement a compliance programme approved by the Administrator, if in the opinion of the panel the complaint has indicated the existence of a pattern of breaches of the Code or the lack of a proper systematic approach by the Member to compliance with the Code;
- 29.2 If the Member fails to comply with any sanction imposed by the Panel, within fourteen days, the Panel may recommend to the Board that the Member's Membership be terminated.
- 29.3 If the Panel recommends the termination of Membership the Executive Director shall send the Member, by registered mail, a notice to that effect and stating the reasons for the recommendation of the Panel. The Member shall have the right to appear before The Board to contest the proposed termination.
- 29.4 In the event that the Membership is terminated, the Member shall remove all reference to Membership of the Association from stationery, literature, products, sales aids, advertisements, brochures leaflets, pamphlets and like items and materials.
- 29.5 From the date on which the Member's Membership is terminated the terminated Member shall not claim Membership of the Association.

## 30 RESTRICTIONS

At no time during an investigation or hearing shall the Panel or the Administrator confer with anyone on an alleged contravention of the Code, except as may be necessary to conduct the investigation, or hearing. Information ascertained during such investigation, or hearing shall be treated as confidential.

At no time during the investigation, or hearing shall the Panel or the Administrator confer with any other member except as a Witness to the facts. The Executive Director shall retain the records of each investigation, and hearing.

## 31 RESIGNATION DURING PROCEEDINGS

- 31.1 Resignation from the Association by a Member prior to completion of the Panel procedures under this Code shall not be grounds for termination of proceedings.
- 31.2 A finding on the matter shall be made by the Panel, irrespective of the Member's continued membership of the Association or participation in the investigation, or hearing.

## 32 OTHER COMPLAINTS HANDLING

- 32.1 Any complaint by a Member against another Member, or by a Direct Salesperson against a Member, or by a Member or Direct Salesperson against any other Direct Salesperson shall be referred by the Member to the Executive Director.
- 32.2 The Executive Director shall contact the parties and endeavour to settle the complaint.
- 32.3 If the Executive Director is unable to settle the complaint he shall refer the matter to the Administrator.
- 32.4 The Administrator shall confer with the parties either separately or collectively, to resolve the complaint.
- 32.5 The Administrator shall advise the parties and the Executive Director of his decision.
- 32.6 The decision of the Administrator shall be final, and binding on the Member and the Direct Salesperson except where the complaint is by a Direct Salesperson against any other Direct Salesperson.
- 32.7 Where the complaint is by a Direct Salesperson against any other Direct Salesperson the Administrator when advising the parties of his decision in accordance with clause 32.5 hereof shall advise the parties that no further action can be taken under this Code.
- 32.8 If in the judgment of the Administrator a complaint is beyond the Administrator's scope of expertise or resources, the Administrator may decline to exercise jurisdiction in the matter and refer the complaint to the Board.

## 33 MONITORING

Members' complaints handling and other systems and procedures will be monitored by the Association to the extent required to ensure that they are adequate to permit Members to discharge their obligations under the Code.

## 34 ADVERTISING AND PROMOTING THE CODE

The Association shall widely publicise the existence of the Code to Members, the general public, Government Departments and Agencies, Consumer Organisations and other interested parties.

## 35 EXTRATERRITORIAL APPLICATION

This Code applies to the activities of Members in foreign countries where there is no properly constituted Direct Selling Association and in foreign countries where there is a properly constituted Direct Selling Association and the Member is not a Member of that Association.

## 36 ANNUAL REPORT

- 36.1 The Board will produce an Annual Report on the operation of this Code. The Annual Report will incorporate the Annual Report of the Code Administrator and shall contain the following:
- 36.1.1 a summary of complaints referred to the Administrator and the Panel and the decisions in each of those complaints;
  - 36.1.2 a summary of monitoring activities on Members complaints handling systems (clause 21 and 33) and on Members other systems in relation to the Members' obligations to comply with this Code (clause 32).
- 36.2 The Annual Report of the Board shall be distributed widely to interested parties including Commonwealth and State Departments of Consumer Affairs and Fair Trading.

## 37 REVIEW OF THE CODE

- 37.1 Review of the Code will be conducted under the direction of the Administrator for the time being and will include such other persons, bodies or Government departments or agencies as the Directors of the Association may determine.
- 37.2 The Board will review the operation and effectiveness of the Code at regular intervals of not more than five years.

## 38 AMENDMENT

This Code may be amended by vote of two thirds of Members present and voting at a General Meeting properly convened and held.

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