



AIMS OF BPA RETAIL

It is the aim of BPA Retail to inform, advise and guide members and to promote and encourage a high standard of professionalism in the nursery trade. BPA Retail aims to provide an environment where ideas, issues and experiences can be shared, and provide a common forum in which there exists a certain safety in numbers and a facility to develop and promote best practice in our industry.

BPA Retail aims to represent the views and concerns of its members and the industry in general to the Government and other relevant organisations in the UK, EC and elsewhere. BPA Retail aims to be the voice of the industry in the UK and to provide its members with the comfort and assurance that their interests are well represented.

Through the use of regular e-bulletins and general communications BPA Retail will keep all members completely up to date with technical developments, product safety requirements and all developments relevant to the nursery retail sector. BPA Retail provides a range of relevant services to its members and will strive to develop more over time.

BPA Retail will work with and seek co-operation and understanding with suppliers wherever necessary to promote good relations, ensure fair play and for the benefit of the industry as a whole.

Julie James
BPA Retail Council

WHAT DO I GET FROM MY MEMBERSHIP?

- Provision of membership services including legal, website design, advertising, insurance and business support hotline
- Representation on relevant safety standard committees
- Information about industry standards
- Access to helpline operated by the Shop Display and Equipment Association
- The BPA Retail After Sales & Service Policy
- Regular communication through e-bulletins and newsletters
- More services coming online including POS software and credit card service providers
- General support and representation on nursery retail and general nursery industry matters
- Forum membership for independent retailers to unite and communicate and derive benefits from across the sector communication and co-operation
- Membership sticker
- BPA Retail Council



An Introduction to PR

As a new member of BPA Retail – the BPA's Marketing Executive – would like to offer to you a free limited PR service for your first 3 months of membership.

This service will involve (if required) a press release being sent to your local newspapers explaining about the BPA Retail scheme and how your being a member is a benefit to the consumer.

In addition our Marketing Executive is able to offer advice and support for any events or news you have coming up in the near future.

It is important to note that this benefit is exclusive for BPA Retail members only and is on a limited basis; however no costs whatsoever are involved.

If anything at all, it will lend support to your business and perhaps give you a kick start into the world of PR enabling you to go it alone in the months to come.

PR can be an effective marketing tool and with the help of our Marketing Executive, you will discover how to use it to the best advantage of your establishment.

An application form will be supplied with your BPA Retail Membership Pack and upon its receipt a member of our team will be in touch with you.

BPA Retail Membership Conditions

It is the intention of BPA Retail that members should be the epitome of all that is best about the nursery products retail sector. Member companies must be able to demonstrate that they provide exemplary levels of customer service, treating customers with care and courtesy and consequently creating a loyal customer base. Members must be capable of providing expert help and advice and ensure the products they sell are appropriate to their customers' needs and fit for purpose. For retailers to become a member of BPA Retail they must comply with the following conditions:-

1. Members must have a retail business premises from which they sell goods direct to the consumer.
2. Members must not sell any second hand child care articles and must agree to conform to the BPA Retail Code of Practice on the Sale of Goods by BPA Retail Members (copy attached).
3. Members must adhere to the BPA Online Selling Requirements (copy attached).
4. Members must provide qualified advice and assistance to customers and ensure staff members are fully trained (with appropriate certification where available) in the products they are demonstrating and selling.
5. Members agree only to sell goods that conform to the appropriate British, European, International or UN Standard.
6. The Baby Products Association and BPA Retail commend their joint After Sales & Service Policy (copy attached) to its members. Wherever practicable BPA Retail Members should adopt this policy as a minimum benchmark.
7. A full BPA Retail member must have been trading as a registered business for a minimum of 6 months. New businesses can join BPA Retail but will only become a full member on the completion of a successful 6 month probationary period.
8. Members should only sell goods from suppliers with which they have an active account.
9. Where suppliers stockholding policies allow members should hold adequate levels of stock to ensure a high level of product availability for the customer.
10. Wherever practicable members should provide a fast turn round repair service.
11. It should be noted that BPA Retail does not act as a buying group but through the message forum BPA Retail members can exchange stock of products for which they both are approved retailers.

BPA Retail Online Selling Requirements

Not surprisingly the nursery and childcare products industry is heavily regulated in terms of product safety. There are over 90 British, European and International standards governing product safety across the whole range of nursery products from pushchairs to car seats and from sleeping bags to highchairs.

These standards not only cover the design, manufacture and testing of the products but also labelling, marking and instructions for use.

There are a number of safety implications in the buying and selling of baby goods. Traditional face to face transactions allow a retailer to understand the customer's specific situation and proffer advice and guidance on the most appropriate products. Consumers are often unaware of safety considerations when purchasing goods and the first time they consider it is during this transaction.

Where a customer buys online they can miss out on this important part of the purchasing process, leaving them less informed and increasing the likelihood of purchasing an inappropriate product.

We set the following minimum online selling requirements for BPA Retail members. This will ensure that member retailers can get responsible selling back into the process when consumers are buying online.

Minimum Requirements

1. Members selling online must do through their own website or a site within a professionally hosted environment. In any event the site must be subject to the following controls and conditions.
2. Members must not sell second hand goods.
3. Members must raise awareness of product safety issues. A specific BPA safety page will be provided for BPA Retail members and members must have a link to this.
4. Websites must carry a link to the BPA website and other BPA recommended links of safety organisations and government departments provided to the retailer by the BPA. In addition a link from the BPA site to the retail member's site will also be provided.
5. Particular reference must be made to the safety issues regarding the purchasing and fitting of child restraint systems. References to DfT and ROSPA sites should be made. The retailer must recommend that the consumer visits an approved child car seat fitting facility.
6. The member's website must carry clear terms and conditions, including returns and refunds policy.
7. Members must carry clearly visible contact details including a telephone point of contact with either free or standard landline call charges.
8. Before an application for membership is approved the BPA must review and approve the applicant's website.

CODE OF PRACTICE ON THE SALE OF GOODS BY BPA MEMBERS

1. For some years the Baby Products Association has been promoting the sale of new rather than second hand goods. It is concerned that many second hand child care articles are potentially dangerous. This could lead to any child who uses the item being involved in an accident or, in the case of products whose primary purpose is to keep children safe, their failing to provide the requisite level of safety. The BPA has therefore undertaken a very successful and far reaching publicity campaign in the press and radio/TV to advise parents and carers of the dangers of buying second hand goods.

The campaign has been supported by a wide range of organisations, other than the BPA, and by many retailers. This has resulted in over 2.25 million copies of the BPA's leaflets being distributed to parents/carers and influencers during the last three years.

2. To assist BPA Retail members the Association has prepared this Code of Practice. BPA Retail expects its members to adhere to and support the Code and to implement its provisions.
3. BPA Retail recognises four categories of product, viz:

New Goods - items that are new and have not been used. Where appropriate, they conform fully to the current requirements of the relevant British, European, International or UN Standard;

Seconds - items that are new, have not been used, but have a cosmetic blemish. Each 'second' conforms fully to the current requirements of the relevant British, European, International or UN Standard. The packaging and the product will be clearly labelled by the supplier to show that it is a 'second';

Refurbished goods - unused items that have been returned to the original supplier either by a retailer or a customer. Each item will have been examined by the original supplier and, if appropriate, refurbished or reconditioned. Each 'refurbished' item will conform fully to the current requirements of the relevant British, European, International or UN Standard. It will be repackaged by the supplier. The packaging and the product will be clearly labelled by the supplier to show that it is a 'refurbished' item;

Second hand goods - items that have been used by a consumer. They will NOT have been returned to the original supplier for re-examination, refurbishment or reconditioning, nor will they have been examined by the original supplier to ascertain if they still conform to the relevant Standard.

These items are clearly 'second hand goods' and, in the opinion of the Association, should not be resold by bone fide retailers of child care items.

4. BPA Retail member companies can be involved in the sale of products that are 'new', 'seconds' and/or 'refurbished', but **NOT** in the sale of 'second hand' goods.

THE BPA RETAIL/BPA AFTER SALES & SERVICE POLICY

1. INTRODUCTION

BPA Retail and the Baby Products Association commend this Policy to their Members.

BPA Retail/BPA do not oblige their members to offer this policy and accept no liability to any members or non-members as a result of their offering this policy to their customers.

This Policy does not interfere with the product guarantee provided by retailers to their consumers, nor does it detract from the consumer's statutory rights or the duties of suppliers and retailers under the General Products Safety Regulations 2005. The consumer is entitled upon request to a written copy of the guarantee.

Members are not obliged to offer this guarantee by virtue of the Sale & Supply of Goods to Consumers Regulations 2002, but if they do, it will be legally binding upon them.

The aim of this Policy is to ensure that the terms of guarantee provided by the manufacturers, distributors and retailers in the UK Nursery Industry are fair and consistent and that they abide by the rules defined in English and European law.

2. TERMS OF GUARANTEE

2.1 Period of Guarantee

Products are guaranteed by suppliers against faulty manufacture for a period of 6 months from the date of physical receipt of the goods by the consumer. This guarantee is subject to the product not having been altered, abused, undergone an unauthorised repair or used for a purpose for which it was not designed and that any recommended routine maintenance has been carried out by an authorised repairer.

2.2 Unused Goods

Within 12 months after delivery by the supplier to the retailer the supplier will replace or refund the price of unused goods which, following inspection by the supplier, are confirmed as having a manufacturing fault. Unsold items over 12 months of age MAY be considered to be 'out of guarantee'. (Each supplier has their own policy on this issue). Expiry of the supplier's guarantee to the retailer does not affect the guarantee provided by the supplier to the consumer.

2.3 Used Goods

The supplier will repair free of charge or provide a free replacement component for a used product returned by a consumer to a retailer within the 6 month guarantee period which, following inspection by the supplier is confirmed as having a manufacturing fault. In such circumstances, the supplier will arrange for free collection and return. If

required and, subject to availability, a loan product will be despatched. This may be chargeable.

For any product returned outside the guarantee period, normal service/repair arrangements will be available from the supplier. The cost of repair, the provision of spare parts and the collection and return of the product will be chargeable and will be determined by the supplier concerned.

A product returned for repair or replacement, should, normally, be returned within 15 working days of its receipt by the supplier. Wherever possible, any spare parts that are requested by the retailer will normally be dispatched within 15 working days of receipt of order by the supplier.

Suppliers will endeavour to supply mechanical spare parts for a minimum period of 12 months after a product has been discontinued. Although suppliers often change their colour ranges, every effort will be made to supply replacement fabrics, fabric parts and matching accessories for as long as possible. Should a particular fabric not be available, an alternative colour or pattern will be offered.

2.4 Proof of date of purchase

Where proof of purchase date cannot be provided, the supplier reserves the right to assess the product and its condition and determine whether it falls within the scope of the appropriate guarantee.

3 RETAILER'S RESPONSIBILITIES

- 3.1** The retailer should ensure that the consumer fully understands how to use the product and that attention is drawn to the instruction leaflet and its details and any routine maintenance requirements that are stipulated.
- 3.2** Whenever practicable the retailer should conduct a physical inspection of the product in the customer's presence to ensure that it is free of obvious defects. This will normally be undertaken at the time of delivery of the product to the customer.
- 3.3** The retailer should advise the consumer that the guarantee starts from the date of physical receipt of the product **NOT** the first day of use. A receipt or other documentation must be produced to verify the date of purchase should a problem arise. Failure to do so may invalidate the guarantee (see also 2.4).
- 3.4** The retailer should refer the consumer to the product's instruction leaflets and point out that they are responsible for regularly checking the product for their child's safety. All instruction leaflets should be retained by the consumer for future reference.



BPA RETAIL MEMBERSHIP SUBSCRIPTIONS

INDEPENDENT RETAILER

Scale	Turnover Bands Invoiced Sales	Subscription p.a. + VAT	Tick
A	Under 500k	£150	
B	Over 500k	£250	

CORPORATE/ MULTIPLE RETAILER

Scale	Turnover Bands Invoiced Sales	Subscription p.a. + VAT	Tick
A	Over £1 million under £5 million	£1150	
B	Over £5 million under £10 million	£1750	
C	Over 10 million under £20 million	£2500	
D	Over £20 million under £30 million	£3500	
E	Over £30 million	£5000	

- * As a guide we would expect sales of the following to be INCLUDED in the declaration: sales of all baby and nursery products, baby related equipment such as prams, pushchairs, buggies, nursery furniture, highchairs, baby walking frames, bedding and safety related items, including barriers, car seats and restraints, clothing, bedding, feeding equipment, gifts for young children and prospective parents, toys, audio and books should be included. Accessories for all the above categories should also be included. Sales of products, components and parts should be included irrespective of source. This list is not exhaustive and members are asked to use their discretion.

ALL INFORMATION SUPPLIED WILL BE TREATED WITH THE STRICTEST CONFIDENCE

Please Turn Over



APPLICATION FOR MEMBERSHIP OF BPA RETAIL

NAME OF BUSINESS

ADDRESS

.....

TELEPHONE NO FAX

EMAIL WEBSITE

CONTACT NAME

I/We declare that the turnover band indicated for our last twelve month period is as indicated overleaf.

I certify that I have read the BPA Retail Membership Conditions and Online Selling Requirements and I agree that my business meets the conditions and that I will abide by the aforementioned membership conditions and requirements.

Signed Date

Name (Mr/Mrs/Miss)

Job Title Date of application



MEMBERSHIP SERVICES



Croner Consulting Group is a leading provider of business advisory services delivering expert advice on a number of key topics that are relevant to the day to day running of your business.

As a member you may have a business question that you just don't have the specialist knowledge to answer. Or you may just be looking for a second opinion to put your mind at rest.

BPA Retail have procured the services of Croner Consulting for our members and we are able to offer a FREE Members Helpline Service.

Croner's will provide to members expert telephone advice on many areas, including:

- Employment and Personnel
- Health and Safety
- Payroll
- Tax
- VAT
- Commercial and Contract Law
- Landlord and Tenant Issues
- Company Law
- Consumer Protection and Licensing
- Copyright and Patents
- Debt Collections and Credit Management
- Business Rates and Lease Negotiation
- Stakeholder Pensions

This is not exhaustive and if you are a member with a business question then you can pick up the phone and ask.

For further information email us on info@b-p-a.org

www.cronerconsulting.co.uk



MEMBERSHIP SERVICES

stonebridgecorporate
insurance solutions



Stonebridge Corporate Ltd working in partnership
with the Baby Products Association

Established in 2005, Stonebridge Corporate Ltd is a privately owned independent insurance intermediary. As an independent broker they are able to offer impartial advice and recommend any insurance company to meet the specific needs of your business.

They are registered members of the British Insurance Brokers Association (BIBA) and the Financial Services Authority (FSA) whose regulatory scope includes all matters relevant to the professional handling of their commercial client customers.

Stonebridge Corporate Ltd can offer competitively priced products with first class service. They have well established relationships with key underwriters, both within and beyond the Lloyds market. As a BPA member you can be sure they understand the nursery industry and will offer you a range of tailored insurance solutions to meet your changing needs and protect your business as it grows.



Insurance for Professionals	Professional Indemnity • Management Liability Portfolio • Directors & Officers' Liabilities • Corporate Legal Liability • Employment Practices Liability
Insurance for Contractors	Contractors All Risks • Contract Works • Plant All Risks • Employers' Liability • Public & Products Liability • Performance Bonds • Project Covers • 21.2.1 • Latent Defects • Efficacy
General Insurance	Business Travel • Material Damage • Fidelity Guarantee • Business Interruption • Combined Liability Motor Fleet • Private Clients Motor & Home • Professional Indemnity • Credit Insurance Directors & Officers' Liabilities • Intellectual Property • Group Personal Accident Engineering Inspection & Insurance • Commercial Legal Expenses
Manufacturing	Business Combined • Liabilities • Environmental Liability • PA • Property (Buildings and Contents) • Theft, All Risk and Goods in Transit • Business Interruption • Employers Liability • Public Liability Product Liability • Director and Officers Indemnity • Events - Money raising • Motor Fleet • Money & Fidelity • Personal Accident • Travel Insurance

For BPA members Stonebridge Corporate Ltd will review your insurances and provide products of benefit in both terms of cost and performance. To find out more about Stonebridge Corporate Ltd: Email: bpa@stonebridgecorporate.com or visit: www.stonebridgecorporate.com



MEMBERSHIP SERVICES



Lupton Fawcett is a Leeds-based integrated commercial law firm that is focussed on the legal needs of both businesses and those of the people that own and run them.

Our clients, both regionally and nationally, range from owner managed businesses through to large plcs and importantly their owners. We have a niche area of practice serving the legal needs of the Nursery industry.

With 41 directors and approximately 200 staff, we are one of the region's larger law firms. We operate in the most competitive legal market place in the UK outside London.

So what makes us stand out?

We aim to make the law work harder for our clients every day and there's nothing we like more than surpassing people's expectations. It's a philosophy that runs through our entire practice, resulting in an integrated team of experts with both passion and a refreshing take on the full spectrum of commercial legal services.

We consider our clients' businesses to be as important as our own. As a result, our approachable team is reassuringly straight-talking, open-minded and forward-thinking. It goes without saying that our lawyers are experts in the law. But they are also business-focused people, with connections in every sector of the corporate arena- connections we like to share.

This is what we believe gives us our edge. We call it the law of advantage.

We provide specialist advice on:

- Company law
- Employment issues
- Agents
- Regulatory defence
- Commercial property
- Intellectual property
- Dispute resolution
- Insolvency
- Franchising
- Corporate finance

BPA membership benefits

- Free initial telephone consultation
- 20% discount on their normal rates
- Free Brand Protection Assessment
- Free 2 hour legal audit [excluding travel expenses]
- Quarterly newsletter



MEMBERSHIP SERVICES

MINTEL

Members of BPA Retail can get preferential rates on a number of market reports for the industry published from time to time by our trade partner Mintel.

The latest Mintel report on **Nursery Equipment** has just been published and members can now order this through the BPA and receive a 10% discount off the standard price.

Visit www.b-p-a.org for a key facts summary of the **Nursery Equipment** report

A new Mintel report on **Babies, Childrens and Teens' Toiletries** has also just been published and once again members can purchase this report at a 10% discount.

For a key facts summary of the **Babies, Children and Teens' Toiletries** report please visit www.b-p-a.org



MEMBERSHIP SERVICES



At Core Creative we specialise in creating bespoke marketing solutions for our clients. As a full service graphic design studio we have vast experience in the production of all forms of marketing material including websites, literature, advertising campaigns, packaging, direct mail and email marketing. Our portfolio of websites and email marketing campaigns speaks for itself and we take great pride in achieving the clients goals on time and on budget.

Working closely with the BPA we are pleased to offer all members of the BPA the choice of two great deals.

A free marketing review worth £500 when you spend £1500 or more on your website - working closely with you Core Creative will assess your marketing needs and produce a full and detailed report of your marketing needs and goals.

10% off the production of your website or marketing material* - receive a 10% discount on any website projects, brochures or marketing projects over the value of £1000 (ex VAT).

*excludes print