



The LOFA Code of Practice

Authorised by the LOFA Council

INDEX:

1. Overview (page 2)
2. The Code of Practice – Introduction (page 3)
3. The Code of Practice – Members General Obligations and Responsibilities (pages 4 – 8 inclusive)
4. The Code of Practice – Members, Nominated Representatives and Directors (pages 9 – 11 inclusive)
5. The Code of Practice – Termination of Membership (page 12)
6. Member Approval (page 13)
7. Annex (pages 14 – 15 inclusive)

OVERVIEW

The Leisure and Outdoor Furniture Association Limited (CRN: 01974510) (**LOFA**) helps to create and build value for companies that supply products to the Leisure and Outdoor Furniture market. The members of LOFA are leading manufacturers, suppliers and designers of outdoor leisure products throughout the UK and in world markets.

This code of practice (**Code of Practice**) sets out the principles of how companies that belong to LOFA should conduct themselves, in a responsible and collegiate fashion, and should be read in conjunction with LOFA's Articles of Association from time to time in force (**Articles**). A company can only become a member of LOFA when it satisfies LOFA's conditions pursuant to the Articles, and makes a commitment to provide the market with the standards of service laid out in the Code of Practice.

LOFA encourages enterprise and fair competition, the ethical operation of business, excellence and the continuing endeavour for business improvement. By applying to become a member of LOFA and if accepted, by becoming a member, each member company is agreeing that the terms of this Code of Practice shall apply to it and all of its employees and representatives.

A list of all current LOFA members can be found on the LOFA website www.lofa.co.uk

If you have any questions at any time, please direct these to the LOFA Secretary, Gina Hinde at gina@lofa.com.

LOFA Code of Practice

Introduction

The Code of Practice is separated into sections, as follows:

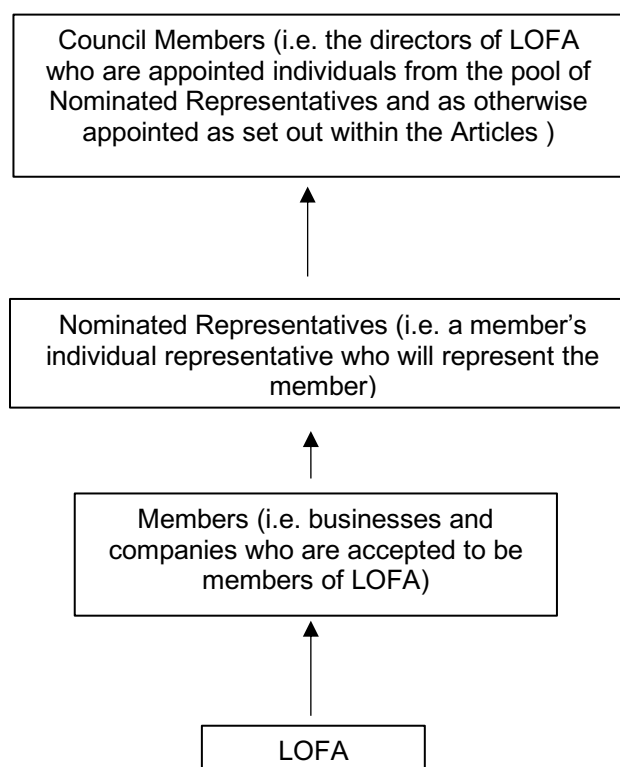
1. Members General Obligations and Responsibilities (pages 4 – 8 inclusive)
2. Members, Nominated Representatives and Directors (pages 9 – 11 inclusive)
3. Termination of Membership (page 12)

Adherence to the Code of Practice as set out in this document is a pre-requisite of LOFA membership. The Code of Practice will be signed by a Director of the member company or any company applying for membership prior to its acceptance as a member. LOFA will require each year, on the renewal of membership, updated information of the member's status and that they continue to meet the criteria for membership.

The Code of Practice is based on best practice in commercial operations and adherence to legal and ethical guidelines. The Code of Practice requires members adherence also to the standards set out within it.

Members of LOFA shall conduct their business in a manner that will encourage the respect of customers, fellow members, the leisure and outdoor furniture industry and the general public. It is the individual responsibility of every member and of their employees to abide by the Code of Practice and LOFA's Articles.

The structure of LOFA is as follows:



1) THE CODE OF PRACTICE - MEMBERS GENERAL OBLIGATIONS AND RESPONSIBILITIES

1. FINANCIAL STATUS

Members are required to conduct their financial affairs in a legal and ethical manner in accordance with UK and international requirements. Specifically:

- 1.1 Accounts should be prepared to appropriate UK Accountancy Standards and returns required to be made to Companies House should be completed and filed on time.
- 1.2 The member company should not trade whilst insolvent.
- 1.3 Members should be registered for VAT.

2. COMPLIANCE WITH LEGAL AND TECHNICAL STANDARDS

- 2.1 Members should comply with all legislation and industry guidelines appropriate to the market.
- 2.2 Members should comply with all relevant technical standards. These are standards set by industry authorities and public bodies and accepted as the normal requirements demanded in product specifications; or are standards not specified but accepted as a necessity for product manufacture. The lists of standards are extensive and are in the public domain. For example: Cushion Flammability, United Kingdom Timber Regulations (UKTR) and Forest Stewardship Council (FSC).
- 2.3 In addition Hertfordshire Trading Standards acting as LOFA's Primary Authority, has given assured advice status to members on the adequacy of the requirements of the Code of Practice. This means that by agreeing to comply with the Code of Practice (including Annex A product standards document and the independent audit scheme), members will be protected by the assured advice where members can demonstrate compliance with the Code of Practice.
- 2.4 Members must not knowingly supply products and services that do not meet these standards.

3. COMPLIANCE WITH LEGISLATION

- 3.1 Members are required to comply with all relevant competition regulations made by the Treaty on the Functioning of the European Union (TFEU) (where applicable) and the Competition Act 1998 (where applicable).
- 3.2 Both the TFEU and the Competition Act 1998 prohibit practices by undertakings that are designed to distort competition in a market.

- 3.3 LOFA as a trade association ensures that as far as is possible all its dealings with its members are open and transparent and free of any bias whatsoever. LOFA's policy on the admission of new members and monitoring the conduct of existing members is intended to create an environment for its members where free competition is of paramount importance.
- 3.4 Members of LOFA need to ensure that none of their actions either taken individually or in concert with other members has the effect of, or is intended to limit the freedom of action of members of the LOFA in any commercial matter.
- 3.5 Any member who is found to be contravening the provisions of this part of the Code of Practice, or infringes in any way competition regulations as laid down by the TFEU or the Competition Act 1998 (as applicable), may be suspended from membership whilst such conduct is investigated by the appointed council of management of LOFA (**Council**).
- 3.6 If following investigation the Council finds that a member has infringed competition regulations and/or this Code of Practice, LOFA reserves the right to immediately terminate their membership.

4. ENVIRONMENT AND SUSTAINABILITY

- 4.1 Members should have a written policy explaining how their business is conducted from an environmental and sustainability perspective. This should cover any relevant legal requirements.

5. APPLICABLE LEGISLATION

- 5.1 Each member shall at its own expense comply with all laws and regulations relating to its business, and with all and any conditions binding on it in any applicable licences, registrations, permits and approvals. Such laws shall include but not be limited to the Data Protection Act 2018 and subsequent data protection legislation applicable in the UK, the Bribery Act 2010, the Criminal Finances Act 2017, and the Modern Slavery Act 2015.
- 5.2 Members are required by law to provide their employees with a contract of employment.
- 5.3 All member Companies are to have standard Terms and Conditions of business.

6. MARKETING, ADVERTISING AND PROMOTIONS

- 6.1 Members are encouraged to use the LOFA logo in their corporate literature, marketing materials and website. Members must not include LOFA in domain names for their company.

7. INTELLECTUAL PROPERTY (IP)

- 7.1 LOFA fully supports the aims and objectives of Anti-Copyright in Design, (“**ACID**”).
- 7.2 Members are expected to ensure their designs and products conform to all relevant regulations and standards.
- 7.3 It is a condition of use that the LOFA logo shall not be used without indicating that it is a collective mark.
- 7.4 Members will not deliberately or knowingly copy the designs, products or trading style of another company or business. They will ensure that they have documentation to prove that they own the IP rights of the products they market or have a license to manufacture and/or market these products.
- 7.5 Members shall respect the IP rights of third parties and shall not market, sell or facilitate the sale of counterfeit goods or pirated material; nor shall they abuse or infringe trademark, patent or design right registrations in any jurisdiction.
- 7.6 A suspected breach of other member’s IP can be referred to LOFA for relevant advice. (See paragraph 9 below)

8. CUSTOMER SERVICE AND COMPLAINTS POLICY

- 8.1 All members will have in place a fully documented customer service policy that is communicated to employees and to customers. This will include all procedures for handling customer complaints.
- 8.2 In the event of a complaint by a customer against a LOFA member, that member shall make every reasonable effort to reach a swift and fair solution. Where a transaction has taken place “on-line” members shall accept “on-line” complaints from customers and deal with them in the same fashion.

9. INFRINGEMENTS AND ENFORCEMENT OF CODE OF PRACTICE

- 9.1 Complaints by members about members in matters such as conduct at LOFA events, unsolicited approaches to staff, IP issues, unfair practices, product copying etc., should be dealt with in accordance with the procedure below.
- 9.2 In any case, members should first attempt to resolve disputes between themselves in good faith and in a professional and amicable fashion.
- 9.3 In the event that a dispute cannot be resolved between members within 45 days of the dispute first being notified to the parties, the following procedures shall apply:

- 9.3.1 If an amicable solution cannot be achieved and an infringement of the

Code of Practice is alleged against a member, the facts should be reported to the LOFA Secretary (by the complainant) for preliminary investigation and to seek further ways to resolve matters.

- 9.3.2 The member against whom the allegation has been made shall provide such information or documents as may be required by LOFA within a period specified and will permit the Secretary to carry out any further investigation as LOFA shall consider appropriate.
- 9.3.3 The Secretary will advise the LOFA Compliance and Standards Committee of their findings for further review.
- 9.3.4 The matter will be assessed by the Compliance and Standards Committee, who will consider whether the complaint should be heard by them. If dealt with by the Compliance and Standards Committee, it will inform the parties to the dispute of its decision and any action taken will be reported to the Council at the next opportunity. If the Compliance and Standards Committee believe that the matter is too serious for their action, then subject to paragraph 9.6, the complaint may be passed to the Council for a decision, which will be final and binding (except in the case of manifest error).
- 9.3.5 If a complaint is upheld the member may face expulsion or suspension from LOFA by the Council.
- 9.3.6 The Compliance and Standards Committee have the power to suspend or dismiss a member in the event of any complaint of a serious nature, including (but not limited to), allegations of dishonesty, IP and Copyright issues and product copying on the part of a member.
- 9.4 If the Compliance and Standards Committee concludes, as a result of the preliminary investigation, that the facts alleged against the member constitute infringement of the Code of Practice but that finding is disputed by the member concerned then the Compliance and Standards Committee may either:
 - 9.4.1 Revert back to the complainant and complainee for additional information, before making a decision; or
 - 9.4.2 Subject to paragraph 9.6, refer the matter to the Council for a decision, which will be final and binding (except in the case of manifest error).
- 9.5 The LOFA Compliance and Standards Committee shall be obliged to act in good faith at all times but neither LOFA, nor any individual member or group of members of the Compliance and Standards Committee, nor any LOFA officer (i.e. secretary and/or director) shall have any liability to any member against whom a complaint has been made or disciplinary action taken either in damages or costs, however described, beyond the gross aggregate sum of £1

for each member of the Compliance and Standards Committee or the Council.

- 9.6 In the event that the Council deems any matter (including, but not limited to, intellectual property infringement), to be too serious for their action, the complainant and/or the complainee must seek their own independent legal advice. In such circumstances, the LOFA Compliance and Standards Committee would not be able to assist with any dispute and would be guided by any resulting legal advice.

2) THE CODE OF PRACTICE – MEMBERS, NOMINATED REPRESENTATIVES AND DIRECTORS

10. NOMINATED REPRESENTATIVES

- 10.1 As set out within the Articles, each Member company is to nominate one individual to be its representative. This representative is defined within the Articles as the Nominated Representative.
- 10.2 The Nominated Representatives are volunteers and are not paid for their participation.
- 10.3 The Nominated Representatives are entitled, pursuant to the Articles, to attend general meetings and annual general meetings of the members.
- 10.4 At all times, Nominated Representatives are to:
 - 10.4.1 act in the best interests of all members of LOFA and are not to allow for any unfair advantage or disadvantage on any other individual, company or member;
 - 10.4.2 work co-operatively with the other Nominated Representatives;
 - 10.4.3 attend general meetings and annual general meetings;
 - 10.4.4 ensure that they are acting within their powers and abiding by the rules set out within the Articles, at all times;
 - 10.4.5 make all decisions on merit and not allow personal opinions to sway their judgment;
 - 10.4.6 promote equality in all forms by not discriminating unlawfully against any person for reason of their race, age, religion, gender, sexual orientation, disability or otherwise; and
 - 10.4.7 act in accordance with the Code of Practice at all times.
- 10.5 When applicable, the Nominated Representatives are also able to nominate themselves for election to the LOFA Council. If elected or appointed to be a Council member, these individuals will each be appointed as a director of LOFA.
- 10.6 The Council members are volunteers and are not paid for their appointment as director of LOFA.

11. THE COUNCIL

- 11.1 During a Nominated Representatives time in office as a Council member, they

are to:

- 11.1.1 act with the upmost integrity and to ensure that they abide by their responsibilities under the Companies Act 2006;
 - 11.1.2 attend a minimum of 3 Council meetings per year via zoom or face to face;
 - 11.1.3 ensure that they are acting within their powers and abiding by the rules set out within the Articles, at all times;
 - 11.1.4 act in the best interests of all members of LOFA and are not to allow for any unfair advantage or disadvantage on any other individual, company or member respect the other Council members;
 - 11.1.5 work co-operatively with the other Council members;
 - 11.1.6 respond reasonably and amicably to any differences of opinion of the Council members;
 - 11.1.7 take an active interest in the affairs of LOFA and use their skills and experience to further advance the goals of LOFA;
 - 11.1.8 make all decisions on merit and not allow personal opinions to sway their judgment;
 - 11.1.9 promote equality in all forms by not discriminating unlawfully against any person for reason of their race, age, religion, gender, sexual orientation, disability or otherwise; and
 - 11.1.10 act in accordance with this Code of Practice at all times.
- 11.2 Should a Council member stand down from their role and resign as director of LOFA prior to an election, the Articles will need to be followed in respect of the appointment or co-option of a replacement.

12. GENERAL RULES FOR MEMBERS

- 12.1 Each member, its Nominated Representative (as defined within the Articles) and any other associated person to the member must:
- 12.1.1 take reasonable care of all LOFA property at all times, and use best endeavours to protect and preserve such property;
 - 12.1.2 promote the LOFA brand positively;
 - 12.1.3 conduct business in a professional manner (including but not limited to whilst representing LOFA and working on LOFA business); and

- 12.1.4 respect the employees of LOFA.
- 12.2 No Council member, Nominated Representative or other individual associated with a member of LOFA shall attend any LOFA event or meeting whilst intoxicated by any such alcohol or illegal substances.
- 12.3 There is a zero tolerance policy in respect of bullying, harassment, racism, sexism or any other unkindness. This includes circulation of derogatory or defamatory material by email, text message, letter or otherwise.
- 12.4 No member of LOFA can be a member of any other association which conflicts with LOFA or offers similar services to LOFA.
- 12.5 For any breaches of these general rules within paragraph 12, the member risks having its membership revoked or the specified individual(s) being prohibited from attending LOFA events and from being it's Nominated Representative.

13. CONDUCT AT MEETINGS

- 13.1 Every Nominated Representative (as defined within the Articles) is to conduct themselves with integrity whilst attending meetings.
- 13.2 For general meetings and annual general meetings, all attendees are to respect those around them and are to refrain from taking personal calls or using personal electronic devices during the meeting, unless required for presentation purposes within the meeting.
- 13.3 All members, Nominated Representative and any other attendee of a meeting (including the Chairperson) have a duty and are obliged to declare any private interests or conflicts of interests that may arise during the ordinary course of business. This is a continuing obligation.
- 13.4 For Council meetings, all Council members are to refrain from taking personal calls or using personal electronic devices during the meeting, unless required for presentation purposes within the meeting.
- 13.5 Any information collected, reviewed and/or discussed at any LOFA meeting or under the LOFA umbrella is to be kept strictly confidential. No such information is to be disclosed by any member, Nominated Representative or otherwise. The Council members must not disclose any information they become aware of by virtue of being a Council member, to any individual or entity outside of the Council.

3) THE CODE OF PRACTICE – TERMINATION OF MEMBERSHIP

14. TERMINATION OF MEMBERSHIP

- 14.1 Membership of LOFA shall be terminated in the following circumstances:
 - 14.1.1 Non-renewal of annual membership;
 - 14.1.2 Failure to pay membership renewal within 5 weeks of due date;
 - 14.1.3 Expulsion in accordance with this Code of Practice and the Articles;
 - 14.1.4 Resignation by the member;
 - 14.1.5 In accordance with paragraph 3.6 above, by determination of the Council or by a vote of members at a general meeting or an annual general meeting, pursuant to the Articles; or
 - 14.1.6 In accordance with paragraph 12.5 above, by determination of the Council or by a vote of members at a general meeting or an annual general meeting, pursuant to the Articles.
- 14.2 The consequences of termination are:
 - 14.2.1 Ex-members are to remove all LOFA logos and branding from all of its company material and websites immediately.
 - 14.2.2 There will be no refund for part-membership of any annual subscription period.
 - 14.2.3 Ex-members will no longer be allowed to show at SOLEX.
- 14.3 Where a member is in breach of the Code of Practice and/or the Articles, the member shall comply with any lawful direction given to it by LOFA and except in the case of manifest error, the determination of LOFA shall be final.

Company Signatory

We agree to abide by the LOFA Code of Practice as laid out in this document and as amended from time to time (as published on the website).

Company	Director (print name)	Signature	Date

Annex:

- A. LOFA Members Products – Compliance with Current Fire Regulations.

LOFA Members Products- Compliance with Current Fire Regulations.

This is a list of LOFA Product Items that are required to comply with FFFSR, agreed with The Department for Business, Energy & Industrial Strategy (BEIS), Furniture Industry Research Association (FIRA), and Hertfordshire Trading Standards (HTS).

Item	Yes	No	Compliance Requirements
Steamer/Sunbed Cushions	√		Fabric and Filler must comply
Seat Pads/Cushions	√		Fabric and Filler must comply
Seat Pads/Cushions Intrinsic to furniture item (i.e. supplied with the product) of any size	√		Fabric and Filler must comply
Seat Pads/Cushions supplied separately to furniture item (all dimensions greater than 60cm)	√		Fabric and Filler must comply
Seat Pads/Cushions supplied separately to furniture item (no single dimension greater than 60cm) (e.g. Scatter cushions)	√		Filler must comply
Bench Cushions	√		Fabric and Filler must comply
Swing Seat/Hammock Chair/Gazebo Cushions	√		Fabric and Filler must comply
Outdoor Structure Cushions in any dimension	√		Fabric and Filler must comply
Swing Chair/Hanging Chair (Cocoon chair) Cushions	√		Fabric and Filler must comply
Outdoor Bean Bags	√		Fabric and Filler must comply
Padded/Upholstered Furniture	√		Fabric and Filler must comply
Parasols		X	

Deck Chairs (non-padded)		X	
Outdoor Furniture/Barbecue Covers		X	
Sling Furniture (non-padded)		X	
Polyester Woven Mesh Fabric (e.g. Textilene ®) Furniture		X	If there is an integral pad, which is not protected by FR material, this furniture must be marked 'For Outside Use Only', and may not be used indoors, unless the pad can be removed. Filler must comply.