



Code of Best Practice

Customer services and consumer rights

Version 1: May 2023.

British Pest Control Association Code of Best Practice for customer services and consumer rights

A BPCA Code of Best Practice is a set of written rules which explains how people working in our industry should behave in a particular situation. It encompasses relevant legislation but is not the law in itself.


However, were a member to act outside of the norms outlined in the COBP, they may be subject to disciplinary action or be in breach of legislation. Members must abide by Codes of Best Practice

in their day-to-day work. Failure to do so may result in disciplinary action up to and including dismissal from the Association.

Version 1: May 2023.

bpca.org.uk/codes

Driving excellence in pest management

 **01332 294 288**

 **@britpestcontrol**

British Pest Control Association

Code of Best Practice for Customer services and consumer rights

Delivering good customer service ensures our customers feel satisfied that they've received the help and support they require with their pest problems.

Customer service doesn't just stop at the service delivery itself. Your service starts as soon as a potential new customer picks up the phone or fires off that first email. Excellent customer service includes aftercare and answering follow-up questions, meaning you should also be thinking about the customer days or even weeks after you've completed any treatment.

This Code details the general principles of customer service that all pest professionals should follow when dealing with potential and current clients.

Legislation

Consumer Rights Act 2015

Chapter 4 (Services) of the Consumer Rights Act is the most relevant legislation covering pest management services. It looks at the contract between a trader supplying a service to a consumer.

The Act most notably describes consumers' statutory rights:

Your service must be performed with reasonable care and skill.

A pest professional must work to the same standard as any competent person in the profession. Your contract must have express terms for what results the customers can expect. This is not a guarantee that your treatment will be successful 100% of the time. It is advisable to state that there is a risk of treatment failure or the desired outcome not being reached.

"This Code of Best Practice (COBP) seeks to clarify what BPCA members must provide to all customers as a minimum, in terms of treatment reports."

The information you provide to a customer is binding (whether it's written or verbal)

Surveys, quotes, treatment reports and verbal instructions are all binding agreements between you and your customer. Any information that you give to a customer that:

- a) the consumer takes account of as part of the buying process, or
- b) they use to make any subsequent decisions about the services;

is binding under the Consumer Rights Act 2015. This includes any timeframes you've agreed on for treatment or results.

Your service must be reasonably priced.

Contracts or quotations will typically include a price with a breakdown of the costs. It should be clear from your documentation how you arrived at the price. Where the price is not agreed upon beforehand, the Consumer Rights Act 2015 states that the price must be reasonable (this is typically judged against costs similar pest management companies would charge).

NOTE: This Code states that all prices should be given in advance to avoid disputes regarding reasonable pricing (see Professional Fundamentals: point 3).

You must complete work within a reasonable time.

Your paperwork should give a reasonable timeframe for when a job should be complete (see Professional Fundamentals: point 2). However, the Consumer Rights Act 2015 requires that even if no timescales are agreed upon, the work must be carried out in a

timely manner. What is reasonable depends on the service and all other relevant circumstances.

Remedies for breaches

The Consumer Rights Act 2015 describes what the client is entitled to should there be a breach of any of the above consumer protections.

Repeat performance

A consumer can ask for the service to be repeated if the pest professional fails to exercise reasonable care or skill, or if you breach requirements arising from the information you've given. This work must be completed at no cost to the customer and within a reasonable time.



BPCA has many other codes to support technicians through different scenarios.

British Pest Control Association

Code of Best Practice for Customer services and consumer rights

Exemptions

A client cannot make a claim where, despite the pest service being carried out with reasonable care and skill, it does not achieve the desired outcome unless it has been agreed upon first.

For example, if you carry out a bed bug treatment according to best practice and it becomes reinfested by a neighbouring property, your customer would not be entitled to make a claim. This is unless you've agreed (verbally or in writing) that you'll stop the property from being infested for a specific period. This is why guaranteeing your work can be tricky and lead to repeating treatments that are no fault of the technician.

Price reduction

If a repeat performance cannot be carried out within a reasonable time or it is impossible to carry out the service, a customer has the right to claim a price reduction. A price reduction can also be claimed where the service is not carried out within a reasonable time or where a pest professional breaches a requirement arising from the information they've given about something other than the service itself. A price reduction can be up to 100%, depending on the seriousness of the breach.

Compensation

Under the Consumer Rights Act 2015, your customer can claim compensation when a pest professional fails to meet the standards set out in the Act. This is typically reserved for when a client could not reasonably expect to give the pest professional a second chance due to poor service or where it is entirely impractical for the customer.

Professional fundamentals

Documentation and client communication

1

Appropriate insurance must be obtained to protect the business and the customer.

2

Before any service is delivered, the customer must be given information on what to expect. Verbal information provided by the pest management company is acceptable, however ideally, this should be written down. Written information can be on your website, however the relevant link to a section of your site should be provided to the client.

3

Pre-treatment instructions you expect the customer to follow must be given verbally. We recommend that you also provide client instructions in writing.

4

Your pricing should be transparent and clearly communicated. All costs and pricing must be available on a quotation or estimate.

5

Your customer must be left a treatment report, regardless of the type of visit. See the **BPCA Code of Best Practice for Professional Reports**.

6

All pest professionals must deal with customers respectfully and professionally, remembering that they represent the whole pest management sector at all times.

Technical expertise

7

A pest professional must be appropriately trained and experienced in carrying out a treatment. If a pest professional is not experienced in a particular pest species or treatment method, then appropriate support or supervision should be sought.

8

Pest professionals should only take on work within their area of expertise. Where you cannot fulfil client expectations or provide an appropriate service, you should refuse the job and try to signpost to an appropriate contractor.

Failed treatments and complaint resolution

9

Your company must have a complaints process in place. A template complaints process can be provided to members by BPCA.



Transparency with the customer is essential.

British Pest Control Association

Code of Best Practice for Customer services and consumer rights

10

Where a treatment fails, and it is not the customer's fault, pest professionals must return to the treatment site to assess the reasons and provide fair resolutions.

11

If communication breaks down between the contractor and customer, the pest management company must:

- Create a chronological list of every communication, treatment and interaction they've had with this customer
- Describe how the pest management company has tried to resolve the breakdown in communication. This report should be sent to the customer via letter or email.

12

Any complaints received must be acknowledged within 24 hours of receipt. All complaints must be thoroughly investigated until a resolution is found.

Unresolved complaints and BPCA members

BPCA can help with unresolved customer complaints relating to member companies. Members can refer unresolved complaints to BPCA. You can direct your customer to submit their complaint at bpca.org.uk/complaints.

BPCA thoroughly investigates all complaints we receive concerning member companies aiming for a satisfactory resolution for contractors and customers alike. BPCA cannot take a complaint about non-member pest management companies.

Further reading

BPCA Code of Best Practice for Professional Reports

This Code seeks to clarify what BPCA members must provide to all customers as a minimum, in terms of treatment reports. bpca.org.uk/codes

Consumer Rights Regulations

Which? has created numerous guides on key consumer legislation. which.co.uk/consumer-rights/regulations



The British Pest Control Association requires that its members meet a range of criteria including strict abidance to all of our Codes of Best Practice. You can search for our members on the BPCA website bpca.org.uk/find

BPCA makes strenuous efforts to ensure the accuracy and current relevance of its publications, which are intended for use by technically competent persons. However, this does not remove the need for technical and managerial judgement in practical situations. Nor do they confer any immunity or exemption from relevant legal requirements, including by-laws.

If you suspect something in this document is incorrect or out of date, please report it to technical@bpca.org.uk so we can review it.

Version 1: May 2023.