



British Promotional
Merchandise Association Ltd

BPMA MEMBER BEST PRACTICE GUIDELINES

Adhering to these guidelines provides credibility in the marketplace and promises the professionalism and ethical standards required by prospective clients.

1. Merchandise supplied should always comply fully with a written and agreed specification which must be an integral part of the official purchase order.
2. Companies must make available representative samples of merchandise and ensure that delivered goods are of the same or better quality. Any tolerances in this respect should be agreed in writing.
3. Companies who have standard trading terms and conditions must make these available to their clients prior to accepting a purchase order.
4. Full and binding quotations should only be given on receipt of the detailed brief and must always be supplied in writing, indicating clearly any additional costs e.g. delivery, tooling, origination etc. as well as terms of payment.
5. When 'ball park' figures are requested these should be supplied as an estimate clearly stating that they are subject to sight of the final brief/specification. Legally a quotation is binding but an estimate is not.
6. Where companies supply a production and delivery schedule as part of the contract with a client, emphasis must be made that any slippage e.g. late submission of artwork, is likely to affect the final delivery date.
7. Should circumstances arise which affect compliance with the agreed production and delivery schedule clients are to be informed immediately in writing and offered alternative solutions for fulfillment of the order.
8. Companies should advise their clients of the terms and conditions relating to support stock or any follow up orders.
9. Companies will be responsible for ensuring that the merchandise supplied complies fully with relevant legislative and safety controls.
10. Companies should ensure that production facilities have adequate quality control procedures in place which will guarantee that merchandise supplied meets the specification within agreed tolerances.
11. Companies can only claim to be manufacturers if they are responsible for the creation/addition of more than 60% of the product trade value.
12. BPMA member companies are expected to comply with the Trade Descriptions Act 1968 under which it is an offence to make a false or misleading statement in advertising or publicity relating to the goods or services being offered. It is also an offence to supply goods carrying a false or misleading trade description.
13. Companies claiming to be sole distributors or having sole representative rights must be able to substantiate such claims with relevant documentation.
14. If, due to a company's error/omission an order cannot be fulfilled to specification and within the agreed time scale, then that company should take all reasonable steps to adequately recompense the client.
15. Companies are expected to work closely with their clients from the planning stage through to evaluation so as to provide the highest level of service and customer satisfaction.
16. Companies and their clients must at all times protect the interests of the consumer/recipient of the offer in line with the British Codes of Advertising and Sales Promotion.
17. Comparative statements relating to retail values included in promotional material must not be misleading. They should be checked and all legal requirements observed.