

Peak Care Equipment Pty Ltd
Code of Practice & Member Obligations



Your Innovative Healthcare Suppliers

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Acknowledgement

Peak Care Equipment would like to thank IRSA for allowing them to use their Code of Conduct as the basis for this document

Peak Care Equipment Pty Ltd

Code of Practice & Member Obligations

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Peak Care Equipment Pty Ltd

Code of Practice & Member Obligations

1. OBJECTIVE

Peak Care Equipment's objective is to implement a self regulating Code of Practice that ensures consistent provision of equipment and services to consumers with disabilities and older people, and that safeguards the interests of all stakeholders. Consumers are private individuals buying goods or services other than for business purposes.

In addition to requirements for contracts with such consumers, this Code also covers business to business contracts. They have been included herein because of the nature of the business carried out. The companies signed up to the Code will sell to a mixture of customers including private consumers, businesses and public agencies (such as the Department of Veterans Affairs or State based funding bodies), however the principles involved, particularly in regard to assessment of the users of products and to the need for good after sales support are similar.

Further, it is intended to cover the way in which both Peak Care Equipment and its members interact directly with each other or other shareholder companies, foster good relationships between members and provide a basis for how Peak Care and its members can help each other grow.

This Code does not override and/or substitute conditions contained within individual Government contracts entered into by Peak Care Equipment members.

The Code will be reviewed regularly with input from members to ensure its effectiveness.

2. GENERAL SCOPE AND PURPOSE OF THE CODE

- 2.1. This Code of Practice governs the behaviour of companies (Code Members) that have registered to abide by the criteria herein. It operates throughout Australia.
- 2.2. In examining a company's behaviour against this Code, only the clauses relevant to that company and its products, the goods that it sells, its continued compliance with Peak Care policies and its services will be taken into account.
- 2.3. The Code is intended to reflect a philosophy of care and support for customers. Code Members will make themselves aware of pertinent legislation, to ensure they do not offer, stipulate, infer or imply anything in their terms and conditions of contract which provides the customer with less protection than that provided by law, and to ensure that the terms in their consumer contracts comply with all relevant State and Federal consumer protection laws. Refer Appendix A & B.
- 2.4. An undertaking to abide by this Code is currently restricted to, and mandatory for, members of Peak Care Equipment Pty Ltd. In considering applications for membership, Peak Care Equipment takes into account the past history of any directors/partners and will not allow entry by any company where a director, partner or major stakeholder has been involved, within the previous 12 months, in the winding up of a company in such a manner that customers or suppliers have been disadvantaged. Such companies will therefore be barred from signing up to this Code.

3. DEFINITIONS/TERMINOLOGY

• Healthcare Industry

- 3.1. Companies in the healthcare industry, as defined for the purposes of this Code of Practice, will be involved in one or more of the following:
 - Supply of assistive technologies, particularly those for older people and/or consumers with a disability
 - Supply of externally applied medical devices, and/or services relating to the fitting of those devices
 - Supply of equipment and related services necessary for medical and health professionals to carry out their various specialist functions
 - Training in the use of assistive technologies
 - Training relating to health and safety, such as the safe and appropriate use of equipment, and manual handling.
- 3.2. For the purpose of clarification, the industry (in relation to this Code of Practice) does not include:
 - Pharmaceuticals
 - Alternative/complimentary medicines or therapies
 - Dentistry
 - GP practice
 - Ophthalmology
 - Implants
 - Critical care

- **Assistive Technology**

3.3. An assistive technology is a product or service that enhances independent living and/or assists a care giver in providing a service to an individual.

- **Company**

3.4. The term “company” includes:

- Limited companies
- Partnerships
- Sole traders

- **Customer**

3.5. Customers may be private individuals, businesses, registered charities or authorities/agencies such as the Department of Veterans Affairs (DVA).

- **Code Member**

3.6. Any Peak Care Equipment member company undertaking to abide by this Code of Practice.

- **Code Administrator (Peak Care Equipment)**

3.7. Peak Care Equipment Pty Ltd is the Administrator for this Code.

- **IRSA**

3.8. Independent Rehabilitation Suppliers Association of NSW Inc

- **TGA**

3.9. Therapeutic Goods Administration

4. PRINCIPLES UNDERPINNING THIS CODE

4.1. All Code Members registered against this Code will adhere to the following principles:

- a) Compliance with all relevant legislation relating to advertising and marketing, the sale of goods, relevant Australian Directives/Regulations, consumer rights, disability rights, data protection and the general protections available to all consumers under the Australian Consumer Law. Refer Appendix A & B.
- b) They will make themselves aware of pertinent legislation to ensure they do not offer, stipulate, infer or imply anything in their terms and conditions of contract, which provides the customer with less protection than that provided by law. Refer Appendix A & B.
- c) When selling products, they will ensure that these are of satisfactory quality and fit for the purpose specified. Their selling techniques will be ethical and they will deliver high standards of service.
- d) Any claims made by a code member and its employees will be honest and truthful, and will not give rise to false expectations. Information, claims and comparisons must be accurate, balanced, fair, objective and unambiguous. They must not mislead either directly or by implication.

- e) They will act at all times in such a manner as to justify public trust and confidence, to uphold the good standing and reputation of Peak Care Equipment, to serve the best interests of society, and above all, to safeguard the interests of individual customers. They will respect the confidentiality of information obtained and not disclose such information without the consent of the customer concerned or a person entitled to act on their behalf, except where such disclosure is required by law. They will be honest and truthful in all their dealings with consumers.
- f) All communications, verbal and written, will be made in plain language.
- g) At all times, the vulnerable nature of the customer will be respected. Vulnerable customers, such as older people and/or people with disabilities, will not be coerced in any way. Code Members should be familiar with the information in the ACCC publications on dealing with disadvantaged or vulnerable consumers. Refer Appendix A.

5. ADVERTISING AND MARKETING

- 5.1. In marketing and promotional activities, in addition to having due regard for current legislation, care must be taken to ensure any gifts related to purchase of a product or service are directly relevant to that purchase and of a nature that cannot be construed as inappropriate or disproportionate.
- 5.2. Advertisements must comply with any relevant code of advertising. Refer Appendix A & B.
- 5.3. Advertisements must not give misleading indications about price, value or quality, nor about the organisation placing the advertisement, nor about any benefit that may be derived from the product or service offered. The consequence of responding to the advertisement should be clear.

6. CONDUCT OF STAFF

- 6.1. Staff must always clearly identify themselves and (when away from the company premises) their reason for calling.
- 6.2. Staff must never purport to have medical training where this is not the case, nor claim that their product is endorsed by a trusted body unless this can be evidenced in writing.
- 6.3. Code Members' staff must:
 - a) act at all times in such a manner as to justify public trust and confidence, to uphold and enhance the good standing and reputation of the healthcare industry & Peak Care Equipment, to serve the best interests of society and, above all, to safeguard the interests of individual customers.
 - b) be accountable for his/her own working practices and, in the exercise of such accountability, to:
 - c) act, at all times, within the law of the land and in a manner befitting a professional worker in the healthcare field.
 - d) act, at all times, in such a way as to promote and safeguard the well-being and interests of customers.
 - e) take every reasonable opportunity to maintain and enhance knowledge and competence within his/her field of work.

- f) work in a collaborative manner with healthcare professionals (such as doctors, consultants, occupational therapists, physiotherapists etc) and recognise and respect the contribution of all within the healthcare team.
- g) take account of the customs, values and spiritual beliefs of customers.
- h) ensure that the customer is fully informed (in this context, this means that the terms and conditions of contract, options available and any other pre-contractual and point of sale requirements set out herein have been explained), before seeking his/her consent to a purchase.
- i) ensure that there is no abuse of the privileged relationship that exists with customers or of the privileged access allowed to their property, residence or workplace.
- j) respect the confidentiality of information obtained during the course of his/her work and not disclose such information without the consent of the customer concerned or a person entitled to act on their behalf, except where such disclosure is required by law.
- k) assist colleagues, wherever possible, to develop competence in relation to the needs of their work.
- l) refuse to accept any gift, favour or hospitality that is intended to exert undue influence to obtain preferential consideration.

7. TRAINING OF STAFF AND ONGOING DEVELOPMENT

- 7.1. All staff must be made aware of factors in relation to health and safety, disability discrimination, and basic consumer rights. They must give due regard to infection control issues where relevant.
- 7.2. They must also be informed of any regulations to which they must give due regard in the course of their work, such as building regulations and lifting operations and lifting equipment regulations.
- 7.3. Staff will not work unsupervised until they are considered competent to do so. Registered professionals, such as occupational therapists, physiotherapists, nurses, orthotists and prosthetists are required to receive ongoing training to keep their knowledge up to date and such registration is an indicator of competence. On-going training must be facilitated.
- 7.4. Code members must maintain a record of training for each member of staff.
- 7.5. Where clinical advice and training is to be given by staff, they must be appropriately qualified.
- 7.6. All staff must be given a copy of this Code and be made aware that the company is required to adhere to the provisions herein.

8. REPRESENTATION AT POINT OF SALE

- 8.1. Staff must have the appropriate product knowledge to advise and assist customers.

9. PRE-CONTRACTUAL AND POINT OF SALE INFORMATION

- 9.1. Inappropriate selling tactics must not be used, including but not limited to –
 - high pressure selling tactics
 - unreasonably long stay (for sales in the home)

- high initial price followed by the offer of a discount (often followed by a telephone call to the “manager”)
 - discount on the condition that the consumer agrees to the sale that day
 - withholding price information until the end of the sales discussion/visit
 - alleged limited availability of a product
 - misrepresentation of the product, price or contract.
- 9.2. Potential customers should be made aware, where appropriate, of services offered by the Local Authorities, State & Federal government instrumentalities, DVA, major charities and other agencies.
- 9.3. Terms and conditions of contract must be available in writing and must be legible, comprehensive and written in plain language. They must include details of the trader’s name and geographical address and details of any other trader’s name and geographical address on whose behalf the trader is acting. Due regard must be given to relevant consumer protection regulations. Customers with poor eyesight, or who become easily confused, should be encouraged to have a relative, friend or other advisor/carer with them.
- 9.4. Any known limitations of the product/service should be made clear, and any clear disparity between the goods and/or services for sale and usual consumer expectations must be explained.
- 9.5. Any clear disparity between a customer’s stated requirements and the nature of the goods/and or services to be purchased must be pointed out and explained.
- 9.6. Where a product will need to be modified in a way that is not achievable with accessories and where additional fabrication outside routine manufacture is required, the customer must be made aware of this, as the product will be customised and any changes to terms and conditions as a result of this must be notified to them.
- 9.7. When requested by the customer, all verbal claims or promises made by the salesperson must be put in writing, either on the contract, or on a separate form.
- 9.8. Pricing information showing the total price should be clear and unambiguous and where requested, provided in writing.
- 9.9. Details of any finance agreement should be explained in such a way that the customer understands how much they will be paying and what the terms of the contract are. Pre-contract information must be sent/presented on its own, allowing time for the consumer to pause and reflect on affordability and to compare credit, before being presented with the agreement to be signed. Consumers must be encouraged to seek independent advice in regard to any third party finance agreements.
- 9.10. Details of delivery, installation, training, after-sales support, service and warranty should be made available prior to sale.
- 9.11. Delivery and completion dates should be discussed with the customer in advance of ordering/making the purchase and a choice of delivery dates and times should be offered. For mail order and internet orders, normal delivery times should be indicated. Should it become clear these cannot be met, the customer must be informed as soon as practicable, with an honest explanation of the reason for the delay.
- 9.12. When required, demonstration of the safe use of equipment for its use under the conditions which the purchaser best describes as “normal” for his/her purposes must be offered prior to

conclusion of a sale. The consumer should be encouraged to seek appropriate tuition/training from an independent healthcare professional.

- 9.13. In particular, demonstration in the safe use of mobility vehicles (excluding clinically scripted mobility aids – see clause 9.14) must be given at the time of purchase and/or on delivery.

The demonstration should follow a discussion of needs, wishes, abilities and disabilities to enable selection of the most suitable mobility vehicle and specification for the user and their circumstances. A mobility vehicle should only be sold if the member can realistically expect the user to develop satisfactory control.

- 9.14. Clinically scripted mobility aids should be delivered and demonstrated in conjunction with an appropriately qualified healthcare professional from the prescribing body.

10. LINKED GOODS AND SERVICES

- 10.1. If the product will need servicing regularly, an explanation must be given as to what is entailed, and the likely costs thereof should be outlined. It should be made clear whether maintenance is offered/available, or will have to be obtained elsewhere.
- 10.2. Where appropriate, arrangements for insuring the product should be discussed.
- 10.3. Any optional guarantees/warranties must be explained, including who is offering them and what the benefits are, or leaflets that do this must be provided.
- 10.4. Clear and accurate information on the availability and price of all linked services must be provided in writing.

11. INSTRUCTIONS FOR USE/MANUALS

- 11.1. Any instructions for use or manuals will be written in clear language.
- 11.2. Such instructions/manuals must be made available with all new products, and should, where feasible, be made available with second-hand products. The customer's attention should be drawn to user manuals and they should be informed of the need to read them thoroughly.
- 11.3. Depending on the nature of the product, the instructions/manual will cover all or some of the following (this is not an exhaustive list):
- Product name, description and intended purpose
 - Name of manufacturer and/or supplier
 - Illustration of the product
 - Reference to any variants or accessories
 - General and/or detailed specifications and dimensions
 - General and/or detailed description of construction
 - Explanation of how to use it safely
 - Any known limitations
 - Description of maintenance requirements including recommended frequency of servicing
 - Cleaning/decontamination instructions
 - Any specific warnings

11.4. Product labels must comply with any relevant statutory regulations (ie TGA requirements).

12. COOLING OFF PERIOD, CANCELLATION RIGHTS AND PROTECTION OF DEPOSITS

12.1. If a Code Member offers a cooling off period other than that required by law, this is to be explained to the customer and be clearly defined in the written terms and conditions of contract.

12.2. Where cancellation rights apply or are offered, the customer must be informed under what circumstances they may cancel and these instructions should be plainly visible in the paperwork given to the customer.

12.3. Any deposit paid must normally be refunded in full within 30 days of the date of cancellation. If a deposit will not be refundable, or will be only part-refundable, this must be made clear when the customer places the order and the reasons for this must be described to them. If the customer cancels the contract properly, full repayment should occur (unless, for example, the goods have been damaged after delivery), and in any circumstance monies withheld should not amount to more than the net costs or net loss of profit incurred by the Code Member.

12.4. Where an order cannot be fulfilled and the customer does not wish to accept substitute goods or services, refund must be made speedily and in full. Vouchers/credit note to the equivalent value must not be offered unless the customer agrees this is acceptable.

13. AFTER SALES SERVICE PROVISIONS

13.1. Code Members will provide a high standard of after sales service and to ensure a prompt and adequate service and repair policy.

13.2. Prompt will normally be taken to mean response and (where appropriate) visit within 3 working days of request, unless otherwise agreed. No customer should be without equipment on which they rely for mobility and/or daily living for more than 7 days. Exceptions may occur, for example, where a customer has customised needs that cannot be met from normal stock held, or where a hospital/clinic appointments system must be followed, however every effort must be made to keep the period the customer is without mobility to a minimum.

13.3. Guarantees and warranties must be in writing, and be clear and unambiguous. Distributors and retailers must pass on the individual parts and labour guarantee offered by the manufacturer, and abide by the terms contained in the guarantee during its currency.

13.4. There must be no high pressure selling of additional warranties, nor any misrepresentation of their costs, coverage and any benefits they provide.

13.5. A minimum 3 month guarantee must be offered in respect of all repair work carried out.

13.6. It must be explained to the customer that no claim will be met under guarantee if the product has been abused in any way or damaged by neglect, improper use or failure to maintain in accordance with the manufacturer's recommendations, or has been damaged in an accident. Abnormal wear and tear will also be considered when assessing a guarantee claim.

13.7. Maintenance agreements must be clear and unambiguous and the covered duration must be stated.

- 13.8. If a Code member has a buy-back policy this must be clear and unambiguous, and be outlined to the customer in writing in advance of the sale taking place. Any reason for not buying back the product (eg because it is single-use, or customised) must be stated and the reason made clear.
- 13.9. Customers must be given a clear explanation of the basis for charging for repair work not covered by warranty/guarantee and, where practicable, a written estimate in advance, of the anticipated costs of such work.
- 13.10. When work has been carried out, a schedule of the work (labour, parts, etc) must accompany the invoice, detailing a breakdown of costs.
- 13.11. Adequate stocks of critical parts and components should be maintained to facilitate prompt service.
- 13.12. Customers should be given details of opening hours, contact telephone numbers and arrangements, if any, for emergencies out of hours.
- 13.13. Care must be exercised in protecting customers' property whilst in the company's possession and companies should not seek any disclaimers to avoid liability for loss or damage. Code members are advised to ensure they are adequately insured to cover such liability, as well as cover against any claims for death, personal injury and damage to property arising out of the demonstration of goods or their use after sale.
- 13.14. If a code member is prepared to remove unwanted products, the terms under which they will do so must be made clear when this is requested, particularly in regard to disposal.

14. SPECIFIC CRITERIA FOR METHODS OF SELLING AND SUPPLY

- **Sales Conducted in a Customer's Home**

- 14.1. Salespersons and/or assessors must not visit without a mutually agreed appointment first being made. The purpose and intent of any visit must be made clear to the customer.
- 14.2. The customer must be provided with literature describing the products and services available, together with actual price examples or, where exact prices are not possible (eg with a customised product), with indicative price ranges.
- 14.3. Customers must always be encouraged to have a relative, friend or other advisor/carer with them when the salesperson/assessor visits.
- 14.4. Salespersons must not use inappropriate selling techniques, such as offering inducements to force a quick decision, or knowingly take advantage of vulnerable customers (examples of what might be inappropriate selling tactics are listed in clause 9.1.).
- 14.5. Salespersons must comply with a customer's request that they leave and no assessment or sale should normally last longer than three hours, other than in exceptional circumstances (eg when a health services professional is present and is responsible for leading the assessment).
- 14.6. Where a cooling off period applies, it may be advisable that no work commences to fulfil the contract until after that period has passed.

- **Internet Sales**

- 14.7. Code Members' websites must include appropriate warnings and recommendations encouraging consumers to obtain advice from an independent healthcare professional prior to purchasing products.
- 14.8. Code Members conducting internet sales must provide a customer service contact to provide general product and trading information.
- 14.9. Information must be provided to the customer before they make the decision to buy, as required by any relevant consumer protection legislation.

- **Direct Mail Orders**

- 14.10. Information as to any facility or goods to be purchased on sale or return, and the conditions upon which goods may be returned, must be brought to the attention of customers in writing.
- 14.11. Information must be provided to the customer before they make the decision to buy, as required by any relevant consumer protection legislation.

- **Rental Products**

- 14.12. Where product is rented, the terms and conditions of the rental must be clear and unambiguous, including responsibility for any damage to the product, insurance requirements and, where appropriate, the responsibilities for decontamination/cleaning of the product and packaging for return.

15. CLAUSES RELATING TO COMMERCIAL BUSINESS RELATIONSHIPS

- **Sponsorship**

- 15.1. Where a code member sponsors part or all of the salary of a professional employed by any funding body, they must have due regard to the employing body's rules regarding sponsorship. No pressure must be exerted on the sponsored individual to favour the sponsoring company's products over any other. At all times, the products supplied should be that which the professional considers is best suited to the client's needs.

- **Sub Contractors and Other Third Parties**

- 15.2. Code members must ensure any sub-contractor, third party, or person carrying out work or representation on the company's behalf upholds the same standards as required herein.

- **Service and Product Support**

- 15.3. Code members who sell into an area of the country where they cannot service/support the product themselves in a prompt and adequate manner, must have in place a third party agreement with an organisation in that area which meets comparable standards or there should be a return to manufacturer provision for the product concerned (ie there should be consistent support for the product/customer, whether the customer is local or geographically distant from the seller).

- **Manufacturers and Sponsors (Persons Responsible for Placing a Product on the Market in Australia)**

- 15.4. Code members are reminded that they must accept responsibility for the quality, performance and safety of the products they place on the market in Australia and consider whether compliance with relevant safety and testing standards is appropriate. Statements and claims on performance and safety contained in their published literature must comply with any standards they claim to meet.
- 15.5. Code members, where registered to abide by this Code, must be able to evidence to the Code Administrator, on request, that any of their products requiring TGA registration have such registration.
- 15.6. Code members that manufacture and/or import medical devices should ensure spare parts are available for at least five years from date of final manufacture. For all other products, companies must be mindful of their obligation to stock spare parts for a reasonable period of time from date of final manufacture.
- 15.7. Code members must provide technical training, spare parts lists, and preventative maintenance schedules to anyone requesting them, providing they are satisfied that the enquirer meets any objective criteria they have set for such provision.

- **Adverse Incident Reporting**

- 15.8. Where a code member becomes aware of an incident involving a product that resulted in, or could have resulted in, serious injury or death of a customer, they must report that incident to the appropriate authority (ie Therapeutic Goods Administration).

- **Product Recalls and Safety Warnings**

- 15.9. Code Members that are manufacturers/sponsors must maintain records sufficient to identify to whom they have sold a product, to ensure it can be traced and recovered in the event of a recall for safety purposes, or given appropriate attention if a safety warning is issued necessitating preventive action.
- 15.10. Code Members that are not manufacturers/sponsors should maintain records sufficient to support the manufacturer/sponsor in the event of a recall for safety purposes.
- 15.11. Code Members selling to agencies such as the DVA and local authorities should advise them of the need to track products, to ensure this can occur.

- **Selling to Government & Non-government Agencies (ie DVA, charities etc)**

- 15.12. Code members must give due respect to any codes, regulations or procedures operated by the Agency.
- 15.13. Code members should be aware of complaints procedures in these organisations, so they can advise customers accordingly should there be a problem.
- 15.14. No gift, benefit in kind or pecuniary advantage should be offered or given to any Agency, Agency staff member, members of the health professions or to administrative staff as an inducement to prescribe, supply, administer, recommend or buy any product, subject to the following:

Gifts in the form of promotional aids and prizes, whether related to a particular product or of general utility, may be distributed to members of the health professions and to appropriate administrative staff, provided that the gift or prize is inexpensive and relevant to the practice of their profession or employment.

15.15 All members of Peak Care Equipment undertake to comply with the Code of Practice once approved as a condition of being a shareholder of Peak Care Equipment Pty Ltd.

16. COMPLAINTS HANDLING

• Code Members

16.1. All Code Members will have in place a speedy, responsive and customer friendly procedure for the resolution of complaints (ie any expression of dissatisfaction regarding the product and/or service supplied). Code Members are normally expected to resolve complaints within one calendar month.

16.2. Customers wishing to make a complaint must be informed to whom within the company they should address their complaint, what information they are required to provide, and the timescales that will apply to dealing with the complaint. These must include targets for initial acknowledgement of notification of a complaint (with advice regarding procedure to be followed in addressing it), as follows:

- Telephone call indicating there is a problem – within 2 working days
- Letter, fax or email – within 5 working days

16.3. Where a complaint is in regard to a matter that is considered criminal in nature, the customer should be advised to contact the Police.

16.4. Code Members will offer maximum cooperation with consumer advisers or any other intermediary consulted by the consumer, such as Department of Fair Trading etc.

16.5. Staff must be advised to be professional, courteous, prompt and fair when dealing with a complainant.

• Code Administrator (Peak Care Equipment)

16.6. If Peak Care Equipment receives a complaint in regards to a code members actions in relation to this Code, the code member is to be advised by Peak Care Equipment within 5 working days.

16.7. If Peak Care becomes aware of a complaint against a Code Member, or becomes aware of a member breaching this code it will consider whether the company:

- has not complied with this Code of Practice
- has been guilty of maladministration (including inefficiency or undue delay) in a way that has resulted in the customer losing money or suffering inconvenience
- has not complied with any of Peak Care Equipment policy or reasonable request

16.8 Peak Care will advise the customer to contact the member and if unsatisfied to pursue their rights under law.

- 16.9. If this has occurred, and the customer again refers the matter to Peak Care then the matter shall be referred to the Board who may refer the matter to IRSA if the member involved is also a member of IRSA.
- 16.10. The Board may, if the member is found to be in extremely serious breach of the Code of Conduct, consider disciplining the member.

APPENDIX A – CONSUMER RIGHTS RESOURCES

For assistance relating to consumer rights:

- Australian Competition and Consumer Commission – www.accc.gov.au
- Australian Securities and Investment Commission – www.asic.gov.au
- NSW Fair Trading – www.fairtrading.nsw.gov.au
- Consumer Affairs Victoria – www.consumer.vic.gov.au
- Queensland Office of Fair Trading - www.consumer.qld.gov.au
- WA Dept of Commerce, Consumer Protection – www.docep.wa.gov.au
- SA Office of Consumer and Business Affairs – www.ocba.sa.gov.au
- Consumer Affairs and Fair Trading Tasmania - www.consumer.tas.gov.au
- ACT Office of Regulatory Services – www.ors.act.gov.au
- NT Consumer Affairs – www.nt.gov.au/justice/consaffairs

To make an adverse incident report:

- Therapeutic Goods Administration – www.tga.gov.au

APPENDIX B – PERTINENT LEGISLATION

The following is not an exhaustive list of all the legislation that might apply to a given circumstance, but is a list of the legislation considered likely to be most pertinent to clauses within this Code of Practice.

- Commonwealth Trade Practices Act
- Australian Security and Investments Commission Act
- National Consumer Credit Protection Act
- Australian Capital Territory Fair Trading Act
- NSW Fair Trading Act
- Queensland Fair Trading Act
- South Australia Fair Trading Act
- Tasmanian Fair Trading Act
- Victorian Fair Trading Act
- Western Australian Consumer Affairs Act
- Western Australian Fair Trading Act

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Company Name	Address	Phone	Fax
Nsw			
Bellevue Medical	564 David St, Albury NSW 2640	02 6041 9700	02 6041 9711
Country Mobility Trends	28 Holland Rd, Polo Flat, Cooma NSW 2630	02 64525525	02 64525525
Home Safety & Comfort	2/187 Lake Road, Port Macquarie NSW 2444	02 6581 2400	02 6581 2422
Home Safety & Comfort	2/6 Enterprise Court, Forster NSW	02 6554 9444	02 6554 9777
Hospital at Home	1/30 Heathcote Road, Moorebank NSW 2170	02 9601 7757 1300 303 604	02 9601 7870

Hospital at Home	1/69 Munibung Rd, Cardiff NSW 2285	02 4954 4723	
Hospital at Home	295 Edward Street, Wagga Wagga NSW 2650	02 6925 4966	02 6925 4977
Independent Home Care	2/21 Denison Street, Wollongong NSW 2500	02 4227 4315	02 4227 4315
Independent Living Supplies	Shop 3, 92 North Street, Nowra NSW 2541	02 4421 3383	02 4423 3397
Mobility Matters	1/53 Cranbrook Rd, Batemans Bay NSW 2536	02 4472 1044	02 4472 1544
Mobility Matters	Shop 2, Ayres Walkway, 184 Carp Street, Bega NSW 2550	02 6492 3888	02 6492 3889
Mobility 2 You	2/12 Ashton Rd, Erina NSW 2250	02 43675751	243675758
Northern Rivers Surgical	18 Endeavour Close, Ballina NSW 2478	02 6686 6644	02 6686 9383
Nth Degree Care	1323 Pacific Highway, Turrumurra, NSW 2074	02 9983 9100	02 9983 1800
Australian Surgical Aid Centre T/As Specialised Wheelchair Company	11 Mitchell Rd, Brookevale NSW 2100	02 9905 5333	02 9905 2208
Specialised Mobility	11 Mitchell Rd, Brookevale NSW 2100	02 9907 2696	02 9907 2191
Willaid	16 Illes Drive, Coffs Harbour NSW 2450	02 6651 7900	02 6651 1335

ACT			
Mobility Matters	Unit 1, 33-35 Townville Street, Fyshwick ACT 2609	02 6280 7244	02 6239 1281

VIC			
Coastcare Medical Equipment	4/3 Torca Trc, Mornington Vic 3931	03 5975 6107	03 5975 8304
Coastcare Medical Equipment	1/80-86 Enterprise Dr, Berwick Vic 3806	03 9707 4955	
Country Care	165 Ninth Street, Mildura VIC 3500	03 5022 1680	03 502 15653
Country Care	Cnr Bridge & Arnold Street, Bendigo VIC 3550	03 5442 1131	03 5442 1135
Country Health Care	234-236 Wyndham St, Shepparton, Vic 3630	03 5821 9371	03 5821 9241
Fisher Lane Pty Ltd	26 Victoria Crescent, Abbotsford VIC 3067	03 9419 2250	03 9417 2074

G Mobility	Shop 6, 39 Princess Way, Warragul Vic 3820	03 56236966	03 56236966
Geelong Wheelchair Services Pty Ltd	106 Bailey St, Geelong VIC 3216	03 5244 0844	03 5244 0850

GWS Rehab	59B Corrangamite St, Colac Vic 3250	03 5231 6050	
Maroondah Home Healthcare	32-34 Railway Ave, Ringwood East VIC 3135	03 9879 8885	03 9879 3133
Maroondah Home Healthcare	24 Corporate Blv, Bayswater Vic 3153	03 9729 5552	
Mitchell Health Care	65 Bridge Rd Benalla, Vic 3672	03 5762 1125	03 5762 1124
Mitchell Health Care	78 Murphy St, Wangaratta, Vic 3677	03 5721 5660	
Mobility Aids Australia	1/820 Princes Highway, Springwood VIC 3171	03 9546 7700	03 9546 7744
Omni Healthcare	206 Creswick Road, Ballarat VIC 3350	03 5333 4006	03 5333 3825
Omni Healthcare	11 Fairy St, Warrnambool Vic 3280	03 5562 6966	
Oscar Furniture	6 King Drive, Horsham VIC 3400	03 5381 1404	03 5382 0766
Whitecross Medical	65 Myers St, Geelong VIC 3220	03 5222 6666	03 5222 6600

SA

Equip4living	17 Lindsay Ave, Edwardston SA 5039	08 8276 1300	08 8276 6199
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Equip4living	34 Nelson St, Stephanie SA 5069	08 8362 6422	08 8362 6499
Xtra Care Equipment	622-624 Regency Rd, Broadview SA 5083	08 8266 7000	08 82667111

QLD

Austech Medical	7 Learjet Drive, Caboolture QLD 4510	07 5495 8663	07 5495 8273
Austech Medical	126 Sutton St, Redcliffe Qld 4020	07 3883 4115	
Central Qld Mobility	97 Hanson Rd, Gladstone QLD 4680	07 4972 4449	07 4972 4443
Central Queensland Mobility	1A/57 Alexandria St, Rockhampton QLD	07 49261077	
Independent Living & Mobility	The Zone Cnr Kingston & Compton Rds, Underwood QLD 4119	1300 721 791	07 3208 5333
Independent Living Solutions	8 Keane St, Currajong, Townsville Qld	07 4728 1200	07 4728 1201
Maroochydore Home Healthca	2/21 First Ave, Maroochydore Qld 4558	07 5451 1744	07 5475 4499
Medtech Mobility	18 Prescott St, Toowoomba QLD 4350	07 46393977	07 46595953
QLD Rehab	17/140 Wecker rd, Mansfield Qld 4122	1300 743 710	1300 802 710
Think Mobility	2037 Sandgate Rd, Virginia, QLD	1300 881 968	07 33502572
Scooters NQ	69 Anderson St, Manunda Cairns QLD 4870	07 40356588	07 40356566

Northern Territory

Keep Moving	15 Swan Cres, Winnellie NT 5122	08 8947 5122	08 8947 2531
Keep Moving	10 Gap Rd, The Gap NT 0870	08 89524833	

Tasmania

McLean Healthcare	24-26 Earl St, Launceston Tas 7250	03 6331 7400	03 6331 7140
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Western Australia

AC Mobility	Unit 2, 5 Boulder Rd, Malaga WA 6090	08 9209 1777	03 9209 1999
Mandurah Mobility	45 Reserve Drive, Mandurah WA 6210	08 95351411	08 95351755