

Supplier Member Code of Conduct

1. Interpretation

A supplier member of CPT shall be a member who manufactures or supplies vehicles, or transport related equipment, or goods or services to corporate members and is referred to in the Articles of Association as a "supplier member".

The headings in this code are for convenience only and shall not affect its interpretation. The terms of this code shall be interpreted as broadly as the context admits to reflect the fact that members will be required to observe not only the letter but also the spirit of the code.

2. Standards of Goods and Services

2.1 Members should at all times endeavour to maintain high standards of goods and services and to monitor their performance on a regular basis.

2.2 Members will adopt the code in its entirety and display a current year of membership certificate at their principle place of business to signify adoption.

3. Professional Ethics and Conduct

3.1 Members should ensure they conduct themselves in a professional manner at all times so as to maintain the reputation of CPT and should not do anything likely to bring CPT or the passenger transport industry into disrepute.

3.2 In particular, members should endeavour to ensure that they and their employees and agents:-

3.2.1 do not act in a manner which is calculated or likely to deceive or mislead fellow members, customers or potential customers;

3.2.2 conduct themselves in a polite and helpful manner at all times when dealing with fellow members, customers and potential customers;

3.2.3 treat with dignity and respect all guests of members attending CPT events;

3.2.4 treat as confidential all confidential information of fellow members, not disclosing such information, unless required to do so by law, to any other person without the express permission of that fellow member.

4. Good Faith and Co-operation

4.1 Members shall act towards each other in a spirit of good faith and co-operation supporting CPT by utilising whenever appropriate, the goods or services of fellow members.

4.2 In the event of a dispute between fellow members, the members agree to be bound by the terms of arbitration provided for the resolution of disputes in clause 8.

5. Advertising and Logo

5.1 Members shall ensure all advertising, including internet sites, complies with the codes and standards set by the Advertising Standard Authority and (where appropriate) the Independent Broadcasting Association and all legal requirements.

5.2 Members shall be entitled to carry the CPT logo on all advertisements and publicity material and to hold themselves out as members of CPT subject to the terms of this code.

5.3 Members shall promote CPT by using the logo. The logo must at all times be used in the manner and colour as instructed by CPT.

5.4 All advertisements and publicity material:-

5.4.1 must not contain misleading claims or descriptions;

5.4.2 may carry CPT's logo subject to CPT's right, where in its absolute discretion it considers the advertisement to be in breach of this code, to order the removal of the logo in the advertisement or publicity material concerned;

5.4.3 the member hereby irrevocably appoints CPT to be its attorney and to do all such acts and things necessary on its behalf to obtain the removal of the logo from the advertisement.

6. Documents

All documents used by members, including publicity documents, order forms, instructions for use and standards terms and conditions shall be clear, concise and readily legible.

Standard terms and conditions should comply with all appropriate legislation and should not be unreasonable. Customers' attention should be drawn to any unusual terms applying.

7. Complaints

7.1 For the avoidance of doubt the Complaints and Arbitration procedures set out in this Code are not applicable to any commercial dispute which may arise between a member and a customer or between members for example, but not limited to, disputes relating to contract prices, quality of goods or services or any liquidated or un-liquidated claims made between the parties.

7.2 Members must ensure that effective procedures are adopted and maintained for dealing with complaints from customers. The procedure to be followed should be known to customers.

7.3 Customers must be made aware that in the event of failure to reach a settlement of a dispute relating to a breach of this code, the customer or other member has the right to refer the dispute to the Chief Executive of CPT. The Chief Executive of the CPT will consider disputes relating to breaches of this code and will determine the dispute. Such determination will be in the absolute discretion of the Chief Executive of CPT. In determining any complaint the Chief Executive of CPT may, but shall not be bound to, give reasons for his determination.

8. Arbitration

8.1 Should any member or customer of a member be dissatisfied by any determination by the Chief Executive of CPT under Clause 7 as a consequence of a breach of this code by a member or any dispute between fellow members arising out of or in connection with a breach of the code then the member or the customer shall be entitled to refer the dispute to arbitration to be determined by the Travel Industry Arbitration Service.

8.2 The member agrees to accept the decision of such arbitrator as final.

8.3 For the avoidance of doubt these arbitration provisions shall not apply to specific disputes relating to prices or quality of goods or services or alleged debts or damages claimed by any party.

9. Termination of Membership

In the event that three complaints against the member are upheld by the Chief Executive of CPT and his determinations are accepted by the member and the arbitration procedure has not been invoked within 28 days of the determinations then the member will be invited to resign from membership of CPT. Should the member not so resign within three months of being invited to do so, then the continuance of membership will be referred to CPT Council for possible termination under Article 18.(4) of the Articles of Association.

10. Participation in CPT Sponsors Events

Where a member has agreed to take part in any exhibition or other function organised or attended by CPT at which attendance is restricted to members or supplier members of CPT and before such event or exhibition takes place, its membership ceases for any reason whatsoever, then the member agrees that it will not be permitted to attend as a member of CPT unless prior written authority is obtained from CPT's Chief Executive.

11. Monitoring

11.1 Members should ensure by clear display of the CPT logo or other means that customers are aware of their adherence to this code and a copy of this code should be made available to customers on request.

11.2 CPT will maintain records of complaints held against members relating to any breach of any of the provisions of this code and should monitor their records on a regular basis and report complaints to the member and to the Chairman of the Supplier Members Section with a view to improving services and reducing the future level of complaints.

CPT Code of Conduct for Supplier Members

The object of this code is to set the standards by which Supplier Members of CPT conduct their affairs with fellow CPT members. Breach of this code will be considered a breach of the conditions of membership and may, in the case of serious and persistent breaches, lead to the suspension or termination of membership. Many of the provisions of this Code are a restatement of principles and practices which have been observed by CPT Supplier Members for many years.