

**Summary of  
responses to the  
consultation paper  
on guidance on IT  
consumer contracts  
made at a distance**

**December 2005**

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## CONTENTS

<i>Chapter</i>		<i>Page</i>
1	Introduction	1
2	Overview of responses and changes	3
3	Summary of responses to individual consultation questions	8
4	List of respondents	20



# 1 INTRODUCTION

- 1.1 The consultation draft IT consumer contracts made at a distance - Guidance on compliance with the Distance Selling and Unfair Terms in Consumer Contracts Regulations (OFT672) was published in October 2003. The aim of the consultation was to obtain views on the draft guidance with a view to improving the final version. The revised guidance (OFT672) is being published alongside this report.
- 1.2 The purpose of the guidance is to help IT suppliers comply with the requirements of the Consumer Protection (Distance Selling) Regulations 2000 (DSRs) and the Unfair Terms in Consumer Contracts Regulations 1999 (UTCCRs) in their contracts with consumers.
- 1.3 Publication has been delayed in order to restructure and revise the document and to take on board changes to the DSRs implemented in April 2005 by the Department of Trade and Industry (DTI). This paper summarises the responses to the consultation and the changes made to the final version of the guidance.
- 1.4 We received 40 responses to the consultation. The breakdown by origin is as follows:
- 28 from businesses
  - 5 from business sector or trade organisations
  - 2 from law firms
  - 2 from consumers
  - 1 from a consumer body
  - 1 from a liaison group representing five Trading Standards Services
  - 1 from a government department.
- 1.5 We would like to thank all those who contributed. A list of respondents is provided in Chapter 4.

1.6 General guidance on distance selling can be found on the DTI website  
[www.dti.gov.uk/ccp/topics1/ecommm.htm](http://www.dti.gov.uk/ccp/topics1/ecommm.htm)

## 2 OVERVIEW OF RESPONSES AND CHANGES

- 2.1 The respondents welcomed the opportunity to participate in the consultation process, though reactions to the draft guidance were mixed.
- 2.2 The points raised in the consultation responses have been taken into consideration and a number of these suggestions and amendments are reflected in the final version.
- 2.3 Some respondents disagreed with the regulations themselves. The OFT is not responsible for framing them. This falls to the Department of Trade and Industry (DTI).
- 2.4 A number of respondents took issue with the OFT's interpretation of the legislation. The regulations are consumer protection measures. The guidance accurately reflects the obligations and rights suppliers have under the legislation and does not impose additional obligations on suppliers. Ultimately it is for a court to decide in individual cases.
- 2.5 There were conflicting views about whether we should be categorical about what constitutes breaches of the UTCCRs and the DSRs, or whether we should stress that, ultimately, only the court could decide. Some respondents were unhappy that the OFT's interpretation of the law was untested in court.
- **OFT response:** As stated in both the draft and the final version, only the courts can decide whether a term is unfair or not. The OFT gives its opinion in the guidance, based on 10 years of dealing with complaints. While we hope our opinion will be persuasive, it is not binding. Breaches of the DSRs are more easily identifiable because of the way the legislation is worded, but once again breaches of DSRs are ultimately for the courts to decide. To state at every juncture whether something was a breach of the DSRs and/or potentially unfair under the UTCCRs would have made the text unwieldy. Court action can only take place after various other procedures have been exhausted or rejected and is not undertaken lightly, not least because of the potential costs to all concerned.

- 2.6 A number of respondents were critical of the wording of the legislation, particularly certain aspects of the DSRs, and suggested amendments.
- **OFT response:** While it is the duty of the OFT to enforce the regulations, the responsibility for the wording of the legislation lies with the DTI. The guidance offers our interpretation of the legislation and does not introduce new law or new obligations for suppliers.
- 2.7 Several respondents requested a level of detail that goes beyond the scope of the guidance, such as instructions on what they could or could not do in certain, sometimes fairly hypothetical, circumstances.
- **OFT response:** The guidance should not be seen as a substitute for legal advice and in any event, guidance cannot cover every possible scenario. There will still be many situations where traders or consumers will require legal advice. Some areas, such as return of faulty software, are too complex for us to give general guidance. We make clear to users that the guidance is not a substitute for legal advice.
- 2.8 Several respondents claimed that distance sellers are at a disadvantage compared with sellers who trade face to face. Some expressed concern at the potential for consumers to exploit the cancellation provisions of the DSRs, causing loss to traders. Others felt that the guidance placed more emphasis on consumers' rights than on sellers' rights.
- **OFT response:** We believe that our guidance fairly reflects the wording of the legislation and the purposes of the underlying European Directives. As stated above, responsibility for the wording of the legislation lies with the DTI.
- 2.9 Over half of the responses were from re-manufacturers and suppliers of toner and inkjet cartridges and related products concerned about practices within the market relating to third party products.
- **OFT response:** Concerns these respondents may have about the practices of printer manufacturers in this sector, for instance about design features and embedded computer chip, fall outside the scope

of the guidance and the consultation. Please see comments at paragraph 3.4 below.

2.10 We received responses from several businesses and trade organisations outside the IT sector. One trade organisation expressed the view that, given its generality, the guidance could affect all businesses engaging in distance selling.

- **OFT response:** The guidance is aimed at traders who supply IT equipment, software and related services by distance selling means. As the legislation applies generally, this guidance is consistent with our overall view of the legislation, but it is not intended to be comprehensive. We have been consulting separately [OFT698cons] on new general guidance on the DSRs.

2.11 The respondents outside the IT sector expressed concern that the guidance did not take into account current practices in their industries. An example is the right of newspapers to cancel or refuse advertisements for IT goods and services and to limit their own liability. There were also reservations about our comments on indemnities for breach of third party rights such as copyright, on compensation for foreseeable loss, and on exclusive jurisdiction clauses.

- **OFT response:** Several paragraphs in the guidance have been rewritten to reflect some of the concerns raised by these organisations, for instance on agency selling and third party liability for manufacturers' claims, but generally these comments fell outside the scope of this guidance.

2.12 The original draft started with a general introduction and went on to look at the requirements of the DSRs and ECRs in Chapter 2 and the UTCCRs in Chapter 3. Chapter 4 was organised thematically by contract term, based on typical IT contracts, and looked at the detailed 'how to comply' requirements of the DSRs and UTCCRs. Annexe A looked at enforcement of the various regulations, and Annexe B gave examples of unfair and revised terms of various types.

- 2.13 We have significantly altered the structure of the final guidance to make it easier to use. We have provided a brief outline of the legislation and then guided the supplier through the contractual process, with more detailed information about the Regulations in the annexes. In doing so we have attempted to avoid unnecessary repetition and make the document easier to read. We also decided to remove the separate sub-headings on DSRs and UTCCRs throughout and substitute headings more relevant to the issues raised when drafting contracts for this sector.
- 2.14 The introduction now sets out more clearly what distance selling is, the legislation covered, which legislation applies to distance sales, face to face sales and contracts, and where to go for more information.
- 2.15 Chapter 2 has been recast to be clearer in style and less academic in tone – it now outlines the UTCCRs and DSRs and points readers to the annexes and other sources of information such as useful websites.
- 2.16 Chapter 3 now sets out, thematically, common types of term and explains what IT suppliers need to do or to include in their contracts to comply with the various regulations. Much of the content, and indeed many of the headings, were found in Chapter 4 of the original draft; however, the subject headings now follow the sequence of events in consumer transactions, from advertising and pre-sale information through to supply and delivery and finally to cancellation and returns. The chapter then focuses on areas of particular relevance to this sector, such as software and support services, risk and liability, and breach of contract and arbitration.
- 2.17 The regulations themselves, together with the revisions made by the DTI to the DSRs and the OFT's enforcement role, are now outlined in the annexes to the guidance.
- 2.18 The thematic approach taken in Chapter 3 should be of more practical help to readers than the original annexed index. It is important that readers are able to identify easily all of the relevant subject matter rather than being directed to specific references.

- 2.19 Some 'best practice tips' have been included in the body of the guidance to draw suppliers' attention to practices that may help them to meet some of their obligations.
- 2.20 We hope that the changes made will address many of the concerns raised and improve the final document.
- 2.21 Examples of sample terms have been incorporated into the text to illustrate the problems that can occur. In addition to showing terms which are considered potentially unfair, or which are inconsistent with the DSRs, we have also incorporated revised versions. Views differed about whether sample terms should be in an annexe or in the main body of the text. We concluded that putting them in the main body would be more useful to the reader.

### 3 SUMMARY OF RESPONSES TO INDIVIDUAL CONSULTATION QUESTIONS

3.1 The consultation paper asked five general and six specific questions. Responses are summarised as follows:

#### General questions:

##### Is the draft guidance sufficiently clear?

3.2 Respondents in general thought the guidance was sufficiently clear. However, one suggested it could be more specific about the types of IT suppliers to which it applies, while another claimed there were areas of potential confusion between the guidance section and the examples of terms.

- **OFT response:** The target readership has been clarified in paragraph 1.1. Different examples of terms have been selected and placed within the body of the text, rather than included as an annexe, to illustrate the points raised in the text.

##### Does the draft guidance have any significant omissions?

3.3 Generally, respondents thought there were none. A request was made for guidance on contractual provisions that would protect businesses from consumers who misuse the cancellation and other provisions of the DSRs. This concern was echoed by others when commenting on specific paragraphs within the guidance.

- **OFT response:** We think the guidance will help suppliers and consumers to understand the cancellation and other provisions of the DSRs and prevent the misuse of the DSRs. The latest additions go further to explain the cancellation provisions and particularly the way in which suppliers can ensure that a service contract may not be cancelled once performance has started with the consumer's agreement.

3.4 Toner and printer cartridge re-manufacturers and suppliers expressed concern about warranty terms prohibiting or limiting use of third party

printer cartridges and permitting the warranty provider to determine how damage was caused.

- **OFT response:** This guidance is concerned only with the application of the UTCCRs and the DSRs, not competition law. As regards terms that invalidate printer warranties if the consumer uses third party ink cartridges, such terms would be open to challenge under the UTCCRs only if they purported to exclude liability for any failure/defect in the printer in so far as the defect/failure is not the result of using third party ink cartridges.

### **Is the draft guidance in need of amplification/clarification and, if so, in what respect?**

3.5 Respondents requested that the guidance should clarify:

- what durable and other information must be provided (2.4).
  - **OFT response:** We have revised the section on durable information at 3.15 to explain more fully these requirements, which are set out in the DSRs. The other sections on information have been reworked to provide greater clarity for readers.
- whether a printed version of a web page or email acknowledgement is a durable medium (4.2).
  - **OFT response:** We explain at 3.17 that there is no definition of a durable medium in either the DSRs or the Distance Selling Directive, but give examples of what it may include, such as email acknowledgements. As web pages can alter, they are unlikely to be considered a durable medium.
- what consumers can and cannot do with goods without prejudicing their rights to return the goods, and when inspection of goods becomes actual use (2.10).
  - **OFT response:** This is covered under care of cancelled goods at 3.70-3.72. What is considered reasonable would depend on individual circumstances of a case and it is for suppliers to seek

advice on this. That said, the guidance makes clear at paragraph 3.72 that the cancellation right is in no way linked to the duty to take reasonable care but a supplier would have a claim against a cancelling consumer who did not take reasonable care.

Paragraph 3.67 of the guidance gives examples of terms which are considered to impose a duty on consumers that goes beyond the statutory duty of reasonable care.

- the limits of a supplier's discretion to reject an order, e.g. whether suppliers can reject orders on creditworthiness grounds (4.5).
  - **OFT response:** This is now covered at paragraphs 3.19 and 3.20 and made clearer.
- compliance with any relevant advertising codes, and supplier's liability for claims made by manufacturers (4.7).
  - **OFT response:** A sentence has been added at paragraph 3.3 dealing with advertising codes. Suppliers are responsible for the public statements they provide or are reasonably aware of at the time the contract is made about the specific characteristics of the product – see paragraphs 3.4-3.5. Protection for consumers against misleading advertisements falls mainly under the Control of Misleading Advertisements Regulations (CMARs), mentioned at 3.3 and in Annexe E.
- the position with shopping through an agent, where terms and conditions are contained in a catalogue held by the agent rather than the consumer (4.10).
  - **OFT response:** We think that paragraph 3.15 makes clear the information requirements.
- consumers' obligations in respect of care of damaged and returned goods (4.42) and consumers' duty to mitigate losses (4.52).
  - **OFT response:** The consumer's duty of care in respect of returned items has been clarified at 3.76-3.80.
- whether the seller can refer the consumer to the manufacturer where the after-sales warranty is handled by the manufacturer.
  - **OFT response:** This is covered at paragraph 3.86 about goods being fit for their purpose, and 3.120 about manufacturers'

warranties and under liability at paragraph 3.124. A supplier cannot require a consumer to go to the manufacturer - to do so would be to effectively exclude the supplier's liability under the Sale of Goods Act.

- what happens if the manufacturer withdraws the stock after the order has been placed?
  - **OFT response:** Variation and substitution are covered at paragraph 3.46.

### 3.6 Specific requests for further information included:

- definitions of terms used in the DSRs such as 'personalised items', 'perishable goods', 'software', 'unsealed', and the point at which systems and software become personalised.
  - **OFT response:** The legislation does not define these terms, it is for the courts to define these terms further. That said, at paragraph 3.95 we suggest that 'unsealing' can be performed manually or electronically. We assume that such words will be given their natural meaning in any given scenario, unless the courts decide otherwise.
- explanation of legal terms such as 'reasonable care', 'reasonable time' and 'foreseeable loss'.
  - **OFT response:** What is reasonable or foreseeable will be a question of fact in each case. That said, we have attempted to explain what is meant by foreseeable loss at the last bullet point of paragraph 3.83.
- more information on the scope of the Electronic Commerce (EC Directive) Regulations 2002 and the differences between these regulations and the DSRs.
  - **OFT response:** Added at paragraphs 2.5-2.8 and Annexe B.1-B.5.

- more information on consumers' rights to repair or replacement under the Sale and Supply of Goods to Consumers Regulations 2002.

- **OFT response:** information about this now added at Annexe E.

3.7 We need to reflect the DTI's proposed changes to the DSRs.

- **OFT response:** This has been done. The draft guidance was issued while the DTI was consulting on amendments to the regulations. The DTI has now amended the DSRs to make them clearer and more workable for businesses and consumers. The final guidance reflects the DTI's amendments, in particular those about services that begin promptly after a contract has been formed.

3.8 One respondent pointed out that technological advances may affect the implementation of the DSRs in future. For example, what is regarded as a durable medium for the provision of information to consumers may change.

- **OFT response:** This is correct but, as we point out at 3.17, there is no definition of durable medium. The point about technological advances has been taken on board in the revised guidance.

### **Are there any parts of the draft guidance that are not needed?**

3.9 Two respondents expressed reservations about the wording of some of the examples of 'before and after' terms. They claimed that if the DTI's proposed amendments to Regulation 10 of the DSRs were accepted, some of the examples of revised terms would no longer be appropriate for inclusion.

- **OFT response:** Some of the original sample terms have been removed or replaced with others that meet the needs of the text more closely. As mentioned at paragraph 1.15, copying the sample terms is no shortcut to compliance with the Regulations.

## Are there any points in the draft guidance with which you disagree and, if so, in what respect?

3.10 The main areas of disagreement with the OFT's interpretation related to:

- whether variation of a product without notice once the contract has been made is a different issue from exclusion or limitation of liability for the accuracy of information on a website (4.6).
  - **OFT response:** Paragraph 3.22 has been revised so that the text no longer clouds the issue by mentioning variation. The issue of variation is dealt with separately above.
- whether exclusions of liability for innocent misrepresentation on a website and/or inaccurate oral representations and statements could be permissible (4.8).
  - **OFT response:** We have clarified at paragraphs 3.3-3.7 that advertising should not mislead consumers and that suppliers are responsible for the accuracy of any public statements they make or are reasonably aware of. The bullet points at paragraph 3.7 have been revised to address an apparent contradiction between the text and the sample term.
- our objections to re-stocking fees (4.45).
  - **OFT response:** We have provided an explanation at 3.34-3.35 of when restocking fees would be acceptable and when they would be challengeable.
- the high level of risk that suppliers face in respect of unlimited liability for goods supplied with a fault in third party manufacture (4.78-4.79). Two respondents argued that compensation should be limited.
  - **OFT response:** Our views on this issue are set out at pages 10-11 of the Unfair Contract Terms Guidance (OFT311) (available on our website [www.offt.gov.uk](http://www.offt.gov.uk)), and we have not been persuaded to change them. The consumer is entitled to full compensation for faulty goods/damages if the supplier is in breach, so we disagree with the arguments put forward, but one

of the bullet points at paragraph 3.124 has been expanded to reflect a respondent's point about reasonably foreseeable losses. We make clear there that we would not object to a term that excludes liability for losses that were not reasonably foreseeable by both parties at the time of entering the contract.

- whether 'read and understood' clauses are detrimental to consumers (4.109-4.111).
  - **OFT response:** We have not amended our opinion here, but paragraphs 3.26-3.27 have been rephrased to reflect more accurately our current thinking on this issue, e.g. that consumers may be warned to read the terms and may be asked to 'accept' them. See page 47 of the Unfair Contract Terms Guidance. A reference to completing a 'dialogue box', queried by one respondent, has been removed.

3.11 One respondent argued that certain components such as toners and ink cartridges should be treated in the same way as software and audio recordings once they have been unsealed by the consumer (2.8).

- **OFT response:** The DSRs do not specifically include toners and ink cartridges, so in our view these cannot be treated in the same way as software. The consumers' obligations in respect of these items will be an issue of reasonable care.

3.12 One respondent pointed out that the last sentence of 4.85 was misleading - the six months presumption that the fault was present when sold only applies when consumers request the remedy of repair or replacement and does not apply in all circumstances.

- **OFT response:** It is noted that the Sale and Supply of Goods to Consumers Regulations 2002 provide that when a consumer seeks the remedies of repair, replacement, partial refund or rescission then the burden of proof is as suggested. However, the burden of proof remains permanently with the buyer for remedies which are not included in the Regulations. New paragraph 3.90 has been amended accordingly.

3.13 Some responses drew our attention to industry practices that could impact on our interpretation, for instance manufacturers do not make it easy for consumers to read terms and conditions before installing software bought through a retailer.

- **OFT response:** We have added a suggestion at paragraph 3.92.

3.14 In response to our objection in the draft to terms allowing the supplier to decide whether to attend on-site or not, one respondent pointed out that many technical issues can be resolved more easily over the phone or internet.

- **OFT response:** We have expanded paragraphs 3.107-3.108 to explain that suppliers should inform consumers whether support is remote or on-site, or whether support is initially by phone with discretionary on-site visits.

3.15 A number of comments related to the wording of the DSRs, rather than our interpretation, in particular:

- the use of the word 'request' to the consumer regarding collection rather than 'notice' (2.11).
  - **OFT response:** The wording of the DSRs is outside our control.
- cancellation and refund not being conditional on the return of the goods (4.34 and 4.45).
  - **OFT response:** The wording of the DSRs is outside our control.
- the lack of an obligation on consumers not to diminish the resale value of goods which are returned under the DSRs cancellation rights, to return cancelled goods in the original packaging, or to return the goods 'as new' (4.37).
  - **OFT response:** We have referred to the duty of the consumer to take reasonable care of the goods whilst in their possession (paragraphs 3.70 -3.72). It is important to reiterate that the

consumer's right to cancel is in no way linked to the duty to take reasonable care.

### **Specific questions on the guidance (Part II):**

- 3.16 Chapter 2 (DSRs) is intended to give readers a brief introduction to the relevant parts of the distance selling regulations, without having to refer to the full text of the legislation.

#### **Do you think it meets this aim?**

- 3.17 One respondent preferred a direct reference to the legislation, while another preferred the DTI guidance. The DTI guidance document has been withdrawn ahead of joint OFT/DTI guidance which is being finalised. Another said that the commentary concentrated on advice to consumers rather than to traders. One stated that if the guidance were amended in line with the prospective changes to the legislation it might fulfil this aim.

- **OFT response:** The guidance has now been amended to reflect the changes to the legislation. We have kept Chapter 2 as brief as possible but included references to the E-Commerce Regulations (ECRs). We have mentioned other consumer protection legislation in Annexe E.

#### **Is Chapter 3 (UTCCRs) sufficiently clear and comprehensive about the application of the unfair terms regulations?**

- 3.18 Yes, though one respondent again thought that the commentary concentrated on advice to consumers rather than to traders.
- **OFT response:** The revised guidance is directed to helping suppliers to meet their obligations to consumers under the UTCCRs and DSRs.

## Is the thematic organisation of Chapter 4 clear and comprehensive?

3.19 Respondents affirmed this.

- **OFT response:** But note that we have made significant changes to the structure of the guidance in order to follow a more logical sequence and to make the document more user friendly. The new headings, although not exactly as they would appear in contracts, do follow a more logical sequence.

## Is separation of the examples of unfair and terms not compliant with the DSRs into Annexe B useful? Another option is to include them within the text of Chapter 4.

How could this be changed to be more accessible?

3.20 Respondents had mixed views about the inclusion of the sample terms in a separate annexe. Alternative suggestions included incorporating the examples within the text of Chapter 4 (Types of term) or placing each example of a revised term immediately beneath the corresponding example of an unfair term.

- **OFT response:** Sample terms are now included in the body of the text beneath the corresponding text. An example of a revised term is provided alongside the corresponding example of an unfair term.

## Does Annexe C (the index) contain enough detail?

3.21 On the whole yes, but a reference to the Electronic Commerce (EC Directive) Regulations 2002 is needed.

- **OFT response:** The detailed index has been removed as we would expect readers to read the whole of a relevant section rather than take individuals sections out of context. We have mentioned to ECRs in the current table of contents.

## Are there any further comments you wish to make?

3.22 Responses expressed dissatisfaction with other aspects of the DSRs, in particular:

- the fact that the cancellation period is seven working days rather than seven consecutive days
- the absence of caps on limitation to liability
  - **OFT response:** The wording of the DSRs is outside our control.

3.23 Some respondents felt there were discrepancies between the commentary in the guidance and the revised terms quoted as examples. In addition, the wording of a few of the sample terms was considered ambiguous or misleading. It was also felt that the differences between some of the 'before and after' examples could only be understood if a more detailed commentary were provided. There were concerns that unfair term examples could be quoted out of context and that objections to them may be cited as having legal force. There was also a concern that sample revised terms could be used as model terms instead of being regarded as indicative. One respondent thought that negative precedents could be cited as having legal force, invalidating similar clauses already in use.

- **OFT response:** The example terms have been replaced with others that are more suitable, and their position in the text has been changed. There is now a warning in the introduction that copying the example terms does not guarantee compliance with the regulations. We hope this will address the concerns raised.

3.24 One respondent said that the guidance did not take into account the procedures and costs to retailers in taking action against consumers, or the charges from credit card issuers if a consumer invokes the provisions of s75 of the Consumer Credit Act, and wanted guidance on cancellation of credit agreements where orders cannot be fulfilled.

- **OFT response:** The guidance was not intended to cover every aspect of a trader's dealings with consumers. Related credit

agreements are mentioned at paragraph 3.78, but credit issues and the trader's pursuit of legal remedies fall outside the scope of the guidance.

- 3.25 One consumer reported problems with website design. Sometimes the consumer was taken through the ordering process before being given all the necessary pre-contractual information, and it was not always clear when the contract was concluded. He also reported that websites do not always allow for verification and correction of inputting errors.
- **OFT response:** The best practice tip after 3.10 suggests that suppliers provide direct links from the home page to other pages giving the necessary prior information. The ECRs also place requirements on service providers in respect of the information they need to provide (see Annexe B). This includes the technical steps consumers need to follow to conclude the contract and the technical means for identifying and correcting input errors prior to placing an order.

## 4 LIST OF RESPONDENTS

AQC Group UK Ltd

Advertising Association

British Sky Broadcasting Limited

CF-Technologies

CGSI Ltd

C.R. Technologies UK Ltd

CartridgeMaster Ltd

Charles Russell solicitors

Coates Electrographics

Crossing the Boundaries Group

Cygma Manufacturing Limited

DTI

Delacamp UK Ltd

Dell UK Ltd

Ecotech

Environmental Protection Services

Fox, B

Green Cat Co Ltd

Greenman Group plc

KMP Crusader Manufacturing Ltd

Kleen Strike (UK) Ltd

Ko-Rec-Type Europe

LaserCare Anglia Ltd

Laser Friend

Mail Order Traders' Association

Mercia Laser Limited

Mills & Reeve

National Consumer Federation

Newspaper Society

Nicol, D

Ontrak Services

Phoenix Recycling Limited

Printchip Ltd

Professional Computing Association

Reclaim (I.T.) Ltd

Static Control

Surebasic Limited

Teleprint Supplies Ltd

Trent International Ltd

UK Cartridge Remanufacturers Association (UKCRA)