

Direct Selling Association

Code of Practice

For Direct Selling In New Zealand

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Part 1. Introduction

1. Background and objectives

- 1.1 Definition of Direct Selling
The sale of consumer products or services in a face to face manner away from a fixed retail location.
- 1.2 The Association, recognising that companies engaged in direct selling assume special responsibilities towards consumers arising out of the person-to-person method of distributing product and services in locations other than fixed retail premises, hereby sets forth the Code of Practice with which its member companies shall comply in the conduct of their businesses.
- 1.3 It is a condition of membership of the DSANZ that the Code is strictly observed.
- 1.4 Member companies of the DSANZ approve and support the principals of the International Code of Conduct issued by the World Federation of Direct Selling Associations (WFDSA) as follows:
- Ensuring that consumers have access to the product and service information they need to make informed choices
 - Promoting ethical sales practices and ensuring that fair trading principles are complied with.
 - Ensuring that consumers have access to appropriate returns policies, complaints procedures and remedies where there is a problem with a sale
 - Protecting consumer's rights to privacy, including freedom from unreasonable intrusion
 - The promotion of fair competition within free enterprise
 - The enhancement of the public image of direct selling
 - The protection of direct sellers
- 1.5 This document incorporates the World Direct Selling Code of Conduct principles covering the activities of companies and individuals engaged in Direct Selling.
- 1.6 The Objectives of this Code are to achieve the following outcomes
- Advertising and Promotion which is not misleading or deceptive
 - Sales conduct that respects the rights and privileges of the individual customer in the privacy of his or her own home
 - Product demonstrations that give full explanation and cease on request
 - Disclosure of the Direct Salespersons full identity and address details and why they are approaching the consumer
 - Apply a minimum 10 days cooling off period
 - Advise fully the terms of payment at the time the product is ordered
 - Provision of comprehensive complaints and disputes procedures
 - Mechanisms to ensure that the Code is administered ongoingly and reviewed periodically.

2. Application and Coverage

- a) The Code applies to the relationship between direct selling companies and direct sellers (See Part V) and the relationship between direct sellers and consumers whether the consumer is a direct seller (See Part II) or not.
- b) This Code covers all Direct Selling Association of New Zealand (DSANZ) members, their staff, contractors, distributors, agents and salespersons, including full and associate members while engaged in Direct Selling, for the sale of either products or services.
- c) A member of the DSANZ may terminate their membership and their obligation to adhere to the Code by resigning formally from the DSANZ giving fourteen days notice. This however does not negate the obligation by the member to fulfil obligations incurred while a member under the code.
- d) Obligations to comply with the Code shall not cease until the last obligation to do anything required by the Code has been performed.

3. Exemptions

The following sales or goods and services are exempt from the Code.

- a) Commercial sales of products or services bought exclusively for use in a commercial operation.
- b) Sales of foodstuffs shall be exempt from the cooling off period where the use by date will have expired within that period, and:
 - i. the product is delivered to the customer at the time of sale; and
 - ii. the customer's attention is specifically drawn to the expiry before becoming committed to the sale.
- c) Non-DSANZ member's sales.

4. Citation

This Code may be cited as the Direct Selling Code of Practice.

5, Interpretations and Glossary of Terminology

Direct Selling	The marketing of consumer products directly to consumers generally in their homes or the homes of others, at their workplace and other places away from permanent retail locations, usually through explanation or demonstration of the products by a Direct Seller
DSA	Direct Selling Association being a national association of Direct Selling
DSANZ	Direct Selling Association of New Zealand Inc.
WFDSA	World Federation of Direct Selling Associations
Company	A Direct Selling company is a business entity which utilises a direct selling organisation for marketing of products or services associated with its trademark or service mark or identifying symbol and which is a member of the DSANZ
Direct Seller	A Direct Seller is a person who is a member of a distribution system of a direct selling company. A Direct Seller may be an independent commercial agent, independent contractor, independent dealer or distributor, employed or self employed representative, franchisee or the like
Product	Includes goods and services, both tangible and intangible
Selling	Selling includes contacting potential customers, presenting and demonstrating products, taking of orders, delivery of goods and the collection of payment.
Multi-Level Selling	Selling by products and services by more than one level of Direct Sellers with elements of the sale reward being given upward to the originator(s) of the Direct Seller and not being a Pyramid Scheme as defined by the Fair Trading Act 1986
Party Selling	Selling, through explanation and demonstration products to a group of prospective customers by a direct seller usually in the home of a hostess who invites other persons for this purpose.
Order Form	Includes printed or written orders, receipts and contracts
Recruiting	Any activity conducted for the purpose of inducing a person to become a direct seller
Code	This document in its entirety
Code Administrator	An independent person appointed by the DSANZ to monitor member company's observance of the DSA's Code and to resolve complaints under the Code

Member	As per Company but may also include an associate or supplier member.
Salesperson	As per Direct Seller description
Inventory	Any products, sales materials, aids and kits required by Direct Sellers for the purposes of their business.
Consumer	The end-consuming individual of the products and services sold by the Direct Seller.

Part II Consumer Rights

6. Conduct toward Consumers

- a) Direct sellers shall conduct their business in a manner respectful of the rights and privileges of the individual in the privacy of his/her own home.
- b) No Direct Seller shall use physical force, harassment or coercion in connection with the supply or possible supply of goods or services or the payment for goods or services.
- c) Direct sellers shall not use misleading, deceptive or unfair sales practices.
- d) A direct seller shall cease a demonstration or presentation on the request of the consumer.
- e) Direct Sellers will make personal or telephone contact at a reasonable time and in a reasonable manner to avoid intrusiveness and will seek consumer approval for future calling times acceptable to the consumer after the initial contact. Calls will be terminated on the request of the consumer.
- f) Direct Sellers shall not abuse the trust of individual consumers and shall respect the lack of commercial experience of consumers and shall not exploit a consumer's age, disability, illness, lack of education, literacy or understanding.

7. Customer Contact

Identification

All salespeople or Direct Sellers of member companies of the DSANZ shall

- a) Identify themselves and explain why they're approaching you and what products they are selling.
- b) Give their own name and address and/or the name, address and telephone number of the company represented.

Pre-Sales Information

All direct sellers representing member companies of the DSANZ shall

- a) Give accurate and truthful information on the price, quality, performance characteristics, quantity and availability of their products or services.
- b) Give only promises concerning the product or service that are authorised by the direct selling company.
- c) Give full details of the cooling off period, return rights, term of guarantee, after sales service and delivery as provided in clauses, 10, 12 and 13 in this document.
- d) Answer all questions with accurate and understandable answers.

Marketing Claims

All direct sellers representing member companies of the DSANZ shall not:

- a) Make false or misleading comparisons about price or quality
- b) Quote scientific or technical data in support of a claim unless the data can be readily substantiated
- c) Use false or misleading testimonials
- d) Promise outcomes where those outcomes have no safe scientific, medical or performance basis.
- e) Overstate security or health risks associated with the use or non-use of any product
- f) Describe goods or samples as "free" unless the goods or samples are supplied at no cost or no extra cost to the consumer other than actual postage/carriage when specified.
- g) Use comparisons which are likely to mislead and which are incompatible with the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. Companies and direct sellers shall not unfairly denigrate other companies or products directly or by implication.

8. Documentation and Written Orders

All direct sellers and member companies of the DSANZ shall provide to the customer at the time of sale information which:

- a) Clearly identifies the company and the direct seller/salesperson.
- b) Show the full name, permanent physical address and telephone number of the direct seller and/or the member company.
- c) Show all material terms of the sale in a clearly legible form such as:
 - Total price
 - Terms of sale
 - Delivery time
 - Additional guarantees
 - Return rights
 - Cooling off period
 - Information on complaints and dispute handling
 - Terms of Payment

9. Inducements

No inducement shall be made by direct sellers to customers to purchase goods or services, based on the representation that a customer will reduce or recover the purchase price through referral sales, if such sales are uncertain and the reduction or recovery is therefore also uncertain.

10. Pyramid Sales

No Direct Seller or member company of the DSANZ shall operate or be involved in any kind of 'pyramid selling scheme'.

A 'pyramid selling scheme' being defined as;

- a) That which provides for the supply of goods or services or both for reward; and
- b) That, to many participants in the scheme, constitutes primarily an opportunity to sell an investment opportunity rather than an opportunity to supply goods or services and
- c) That is or is likely to be unfair to many of the participants in the scheme in that:
 - The financial rewards of many of those participants are dependent on the recruitment of additional participants (whether or not at successively lower levels) and
 - The number of additional participants in the scheme that must be recruited to produce reasonable financial rewards to participants in the scheme is not attainable or is not likely to be attainable by many of the participants in the scheme:

11. Delivery

Direct Sellers will deliver the customer's order in a timely fashion and will advise the customer accurately of normal delivery times prior to the order being placed.
If the delivery can not be achieved in a timely fashion, the customer will be offered the opportunity to cancel the order.

12. Right of Cancellation

- a) Consumers shall have a minimum 'cooling off' period of 10 days during which they may cancel orders irrespective of whether a deposit or payment in full has been paid or delivery of goods has taken place, provided that subject to fair wear and tear any goods are returned in the same condition as when delivered. This period shall apply from the date of delivery of the goods.
- b) Any deposit and/or initial payment paid prior to delivery shall be refundable upon the cancellation of the order or, in the case of credit transactions, in accordance with statutory requirements.
- c) Companies and direct sellers offering an unconditional right of return shall provide it in writing.

13. Cost of Returned Goods

- a) Goods returned under clause 12 are to be uplifted by the direct seller for return to the member company at the direct sellers cost. However should the customer return the goods directly to the company at their own cost the company may reimburse this cost at their discretion.
- b) Where free-post or similar arrangements are offered by members this will be included in the sales documentation.

14. Substitute Goods or Services

- a) When direct sellers cannot supply exactly the same goods or service as specified by a consumer then they may supply substitute goods or services of similar kind, quality and price subject to the consumers acceptance under the Guarantee provisions of the member company.
- b) In all such situations the consumer shall have the right of refund in full at their discretion.

15. Consumer Guarantees and After Sales Service



- a) Every member company of the DSANZ shall have a written guarantee relating to all its products or services. Such guarantees shall be directed towards consumer satisfaction and shall clearly set out the guarantee term and the remedial action available to consumers.
- b) Information provided with member company's products or services shall include full instructions for proper use and adequate warnings relating to safety whenever necessary
- c) All products will comply with all relevant information and labelling requirements and other Standards requirements under New Zealand law.

Part III Privacy and Information Protection

16. Limited Definition of Consumer

In this Part, 'consumer' refers only to an individual.

17. Collection and Use of Personal Information

a) At or before the time personal information is collected from a consumer, the member company or their representative must disclose the primary purpose for collecting the personal information if that purpose is not obvious.

An example of primary purpose would be the fulfilment of customer orders.

b) Member companies or their representatives will disclose any other secondary purpose in collecting the information and where necessary obtain written approval by the consumer for use of the information outside of the primary purpose of collection.

18. Access to Information and Right of Correction

a) Consumers may request a member company provide details of all of his or her personal information that is held by the company.

b) Where the consumer's information is held exclusively by the company's independent contractors, the company will direct such requests to the independent contractors.

c) All requests for details shall be actioned within 5 working days.

19. Maintenance of Lists

On notification by the consumer, member companies and their representatives will:

- a. Amend incorrect records to the correct records as stated by the consumer.
- b. Remove or mark the consumer's record for no further contact if requested.

20. Use of Lists

Member companies or their representatives will not use, sell or pass on the information gathered for any purpose other than normal Direct Selling Activities as undertaken by the respective company.

21. Information Collected on Direct Sellers

Information gathered on representatives, distributors, agents and salespeople as independent contractors shall be treated as information held on sole traders and businesses.

All information gathered on representatives, distributors, agents and salespeople as independent contractors shall be only used for member company's normal direct selling activities.

Part IV Complaint and Dispute Handling Procedures

22. Internal Complaint Handling Procedures

- a) Any consumer complaint directed against a member company of the DSANZ shall be dealt with promptly, fully, and fairly by that company with the objective of ensuring consumer satisfaction.
- b) Each member company shall have in place procedures for dealing with complaints from consumers with a designated complaints person (s) having a full understanding of the complaint handling procedure.
- c) Each member company shall produce information material in plain language explaining:
 - how a customer can gain access to the procedure
 - how the procedure works
 - the timeframes within which the procedure will be carried out
 - the customer's right to access the Code Administrator or the legal system if dissatisfied with the Company's decision or the way it has been reached
- d) Each member company shall provide for resolution of complaints in a timely fashion.
- e) The procedures required under clause 35.b shall be available to all consumers whose custom has been solicited by direct selling either directly from the company or its representatives.
- f) If in the event that the complaint is not resolved to the customer's satisfaction, the member company will inform the customer of their right to have their complaint referred to the external dispute resolution process or to have their complaint resolved in the Disputes Tribunal.

23. Referral to External Dispute Resolution Processes

Any consumer complaint directed against a member company of the DSANZ shall be dealt with promptly, fully, and fairly by that company with the objective of ensuring consumer satisfaction.

In the event that the complaint is not remedied to the satisfaction of the consumer by the member company, recourse is available through the Code Administrator, at no cost to the consumer or direct seller, whichever is applicable, using the following procedure.

- a) The DSANZ will acknowledge all complaints within 5 working days of receipt and pass the complaint to the company for action within 2 working days of receipt.
- b) Where the complaint is not resolved within 7 working days by the member company, then the DSANZ in consultation with the consumer shall refer the complaint to the Code Administrator unless resolution is deemed likely within a further 7 working days.
The complaint will be referred to the Code Administrator after this point unless specifically requested by the consumer not to proceed.
- c) Where complaints are to be heard by the Code Administrator all relevant material is to be supplied by the DSANZ to the Code Administrator within 5 working days of notification of the complaints failure to be resolved and in accordance with clause 37.b
- d) The Code Administrator shall make appropriate decisions as quickly as possible while giving full consideration to the complaint and the company's submission.

Information on how to make a complaint shall be contained in a Code brochure to be held at the Direct Selling Association of New Zealand and circulated to all Citizens Advice Bureaux and relevant Consumer Agencies.

A full copy of the Code shall be published at the Association's Internet Web site and a full copy made available on request to the Association.

There shall be no cost to the consumer in any complaint lodged under the Code of Practice complaints procedure.

24. Data Collection

All parties to the Code shall maintain appropriate data collection procedures and shall report to the DSANZ annually on the number, type and outcome of consumer complaints relating to the Code made to them.

The DSANZ will be responsible for requesting this information at the time other statistical information is gathered.

The DSANZ shall annually write a report on the number, type and outcome of consumer complaints relating to the Code made to them and make this information publicly available.

25. Staff Training

All parties to the Code shall ensure that their staff, representatives, agents, salespeople or independent contractors are aware of the Code and their obligations under it.

Part V Direct Selling Companies Requirements

26. Education and Guidance to Direct Sellers

Member companies of the DSANZ shall provide education and training to direct sellers on the operation of this Code.

27. Delivery of Product to Direct Sellers

Member companies shall deliver products with all reasonable speed and with the exception of Force Majorie, advise of any delays in the normal delivery period.

28. Conduct towards other DSANZ Members

- a) Members of the DSANZ will conduct themselves fairly towards other members.
- b) They will not unfairly denigrate nor allow their direct sellers to unfairly denigrate another company's product, sales and marketing plan or any other feature of that company.
- c) Company's and direct sellers shall refrain from using comparisons which are likely to mislead and which are incompatible with the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated.
- d) Company's and direct sellers shall not take unfair advantage of the goodwill attached to the trade name and symbol of another firm or product.
- e) Member Companies and Direct Sellers will not entice away or solicit and Direct Sellers by systematic enticement towards other companies' Direct Sellers.

29. Identification

In approach to consumers, member companies shall, so far as is practicable, identify themselves as members of the Association.

Member company's shall ensure that any printed matter issued by a member company of the DSANZ to consumers shall contain its full name and geographical address of its head office or branch office, or other identification, enabling consumers to contact the company readily.

30. Advertising, Promotion and Printed Material

- a) Member company's advertisements and promotional literature shall not contain descriptions, claims or illustrations that directly or by implication are deceptive or misleading regarding product or services offered or their suitability for the purposes recommended.
- b) All material shall contain the name, address and telephone number of the Company or the direct seller.

Companies and direct sellers shall not refer to any testimonial or endorsement which is not authorised, not true, obsolete or otherwise no longer applicable, not related to their offer or used in any way likely to mislead the consumer.

31. Guarantees and After Sales Service

- a) Every member company of the DSANZ shall have a written guarantee relating to all its products or services. Such guarantees shall be directed towards consumer satisfaction and shall clearly set out the guarantee term and the remedial action available to consumers.

- b) Information provided with member company's products or services shall include full instructions for proper use and adequate warnings relating to safety whenever appropriate.
- c) All products will comply with all relevant information and labelling requirements and other Standards required under New Zealand law.

32. Extra-Territorial Coverage

Each member as a condition to admission and continuing membership in the DSA will comply with the WFDSA World Codes of Conduct for Direct Selling with regard to direct selling activities outside of New Zealand.

This applies unless those activities are under the jurisdiction of Codes of Conduct of another country's DSA to which the member also belongs.

Part VI Recruitment and Company Relationships to Direct Sellers

33. Recruiting Representatives

- a) When recruiting new sales personnel, member companies of the DSANZ and their existing sales personnel shall not make any misleading statements regarding income and/or other benefits.
- b) Any earnings or sales representations made shall be based on documented facts and information provided by the Company to direct sellers and to prospective direct sellers, concerning the opportunity, related rights and obligations, shall be accurate and complete.

34. Code of Conduct Compliance

Member companies of the DSANZ will require their direct sellers to comply with the Code or rules of conduct which meet its standards as a condition of membership in the companies distribution system.

35. Agreements

Member companies will give their direct sellers either a written agreement or a written statement containing all essential details of the relationship between the direct seller and the company and inform direct sellers of their legal obligations under New Zealand law including tax obligation and relevant consumer legislation.

36. Termination

On termination of a direct seller's relationship with a company, companies shall buy back any unsold, saleable product inventory, including promotional material, sales aids and kits and credit the direct seller's original net cost thereof less a handling charge to the direct seller up to 10% of the net purchase price and less any benefit received by the direct seller based on the original purchase of the returned goods.

37. Inventory

Member companies shall not require or encourage direct sellers to purchase product inventory in unreasonably large amounts. Product inventory levels should be determined on the ratio of inventory to realistic sales possibilities, the competitiveness of the products in the market environment and the company's product return and refund policies.

38. Earnings and Payments

Companies shall provide direct sellers with periodic accounts concerning, as applicable, sales, purchases, details of earnings, commissions, bonuses, discounts, deliveries, cancellations and other relevant data in accordance with the company's arrangements with the direct seller. All monies due shall be paid and any with-holdings made in a commercially reasonable manner.

Part VII Administration of the Code

39. Code Administrator

- a) The Code will be administrated by a Code Administrator.
- b) The Code Administrator is an independent person of recognised integrity appointed to determine whether a contravention of the Code has occurred and has the power to direct the member company to remedy any complaint and if applicable apply suitable actions and sanctions.
- c) The Code Administrator will ensure that in no circumstances will this Code provide for lower standards than set in legislation.
- d) All costs associated with the Code Administrator shall be borne by the DSANZ
- e) The functions of the Code Administrator include:
 - monitoring and reporting on the Code's operation;
 - investigating systematic and recurring problems
 - undertaking full investigation of any complaint referred by the DSANZ
 - directing a binding resolution to complaints heard
 - directing suitable action or sanctions for contraventions of the Code

40. Code Administrator Appointment and Term

- a) The appointment of the Code Administrator shall be made by a two thirds majority of the DSANZ executive committee for a term not exceeding three years.
- b) At the expiration of a three year term a Code Administrator may be appointed for a further three year term.
- c) By the same majority as clause 40.b, the DSANZ Executive committee may reduce the term or rescind the appointment.
- d) The Code Administrator shall not be appointed from within the Direct Selling industry but shall be a person of recognised integrity, with good knowledge of legislation, normal commercial practice and a general understanding of direct selling.
- e) On the resignation or death of a Code Administrator, the President of the DSANZ will assume the interim role of Code Administrator until a permanent replacement is appointed.
- f) The DSANZ executive shall endeavour to appoint a suitable permanent replacement within 30 days of the resignations effect, or the death of a Code Administrator.

41. Monitoring

- a) The DSANZ shall monitor compliance with the Code and shall advise the Executive committee of potential breaches or non-compliance.
- b) The Executive committee may refer any agreed breaches to the Code Administrator or in minor cases direct compliance by the member to remove the breach.
- c) The DSANZ shall monitor the operation of the independent dispute resolution mechanisms that handle complaints under this code.

42. Systemic or Recurring Contravention's



- a) The Code Administrator may investigate complaints indicating systemic or recurring contravention's of the Code. After such an investigation, the Code Administrator's directions are to be forwarded to the Executive Committee of the DSANZ for action.
- b) The Executive may take such actions deemed necessary as prescribed in the Association's Constitution, and may make recommendations to government for further action to eliminate or minimise the problem.

43. Annual Report

The DSANZ shall publish an annual report on the operation of the Code and present it to its Annual General Meeting and make copies of this report available publicly. The report shall include:

- performance of the Code against developed performance indicators
- the number, nature, and outcomes of complaints made under external dispute procedures
- a summary of the number, nature and outcomes of complaints as reported by parties to the Code
- details of any investigation undertaken Systemic or Recurring Contraventions, and the results of such investigation
- the names of all parties to the Code
- any other general issues the DSANZ wishes to comment on

44. Reviews of the Code

- a) The Code will be reviewed 3 years after it commences operation, and at periodic intervals thereafter.
- b) Reviews will be conducted by the DSANZ in consultation with relevant government, industry and consumer organisations.

45. Amendment

The Code can be amended at any time by the DSANZ Executive Committee with the Approval of the DSANZ at a general meeting and after consultation with relevant government, industry and consumer organisations.

46. Education

- a) The DSANZ shall undertake appropriate activities to ensure that consumers and industry are aware of the Code and understand its obligations.
- b) The DSANZ shall undertake appropriate activities to ensure members comply with the Code and shall make the Code available to non members on request.
- c) The DSANZ shall undertake active promotion to non members to join the DSANZ and adopt the Code.

47. The Direct Selling Association of New Zealand

The **Direct Selling Association of New Zealand Incorporated** (DSANZ) is an incorporated society in terms of the Incorporated Societies Act 1908 and was incorporated on 18 May 1987 in Wellington New Zealand.

A copy of the DSANZ Constitution is available on request from the DSANZ or through the Registrar of Incorporated Societies Wellington.

The annual accounts of the DSANZ are filed annually in accordance with the Incorporated Societies Act 1908 and may be viewed at the Registrar of Incorporated Societies in Wellington.

The DSANZ is located at;

Level 2, Khyber Pass Road
Grafton, Auckland
Telephone: 09-3670913
Facsimile: 09-3670914
E-mail dsanz@dsanz.co.nz
Internet: <http://www.dsanz.co.nz>

Correspondence should be addressed to;

The Executive Director
Direct Selling Association of New Zealand
Private Bag 92-066
Auckland 1030

The Executive Committee comprises of:

- President
- Vice President
- Immediate Past President
- Up to 5 Executive Committee Members

The Executive Committee is appointed annually at an Annual General Meeting of the DSANZ.

48. Meetings

The DSANZ shall determine appropriate requirements for meetings and inclusion of Code of Practice issues.

49. Funding

The DSANZ shall determine appropriate funding arrangements for the operation of the Code and the Code Administrator.

No consumer shall be required to meet any cost associated with the Code administration.

