



SFRITO
SPORT, FITNESS AND RECREATION
INDUSTRY TRAINING ORGANISATION

ASSESSMENT GUIDELINE

Apply knowledge of clothing and accessories for outdoor activities

Unit Standard: 13376

Level: 3 Credit: 5 Version: 3
Published by Sfrito 2006

Purpose:

People credited with this unit standard are able to: provide information to customers about, and describe the characteristics of, outdoor clothing and accessories; and describe enterprise policy and procedure that relates to the retailing or renting of clothing and accessories for outdoor activities.

Special Notes:

1. In the context of this unit standard, clothing includes base, mid and outer layer clothing; accessories may include, but are not limited to, sunglasses, goggles, gloves, socks, helmets, wrist guards.
2. All activities must comply with the policies, procedures, and requirements of the enterprises involved and any relevant legislative and/or regulatory requirements which may include but are not limited to: the Consumer Guarantees Act 1993, Fair Trading Act 1986, Sale of Goods (United Nations Convention) Act 1994, Injury Prevention, Rehabilitation, and Compensation Act 2001, and the Health and Safety in Employment (HSE) Act 1992.

Overview of assessment:

This assessment has 3 tasks -

Task 1: Describe the characteristics of outdoor clothing and accessories

Task 2: Describe company policies and procedures relating to Consumer Guarantees Act

Task 3: Provide information to customers about outdoor clothing and accessories

Resources:

- <http://www.macpac.co.nz/customer-support/clothing-layering/>

Task 1: Describe the characteristics of outdoor clothing and accessories

Resources:

- A range of clothing e.g. waterproof outergear, insulation layers, next-to-skin layers
- A range of accessories e.g. sunglasses, goggles, gloves, socks, helmets, wrist guards

Notes to the assessor

1. Much of this task can be assessed by observing the candidate provide information to customers. An interview with the candidate will be required to fill in any gaps. During the interview the assessor should select items for the candidate to describe that cover a range of knowledge.

Instruction to candidate:

During the task you are required to demonstrate knowledge of:

- The principles of layering, windproofness, waterproofness and breathability
- the technical characteristics of a range of outdoor clothing and accessories
- the suitability of outdoor gear to particular customers and environments

Element 2: Describe the characteristics of outdoor clothing and accessories.

Range: one of each – bodywear, mid wear, outer wear, accessories.

Performance criteria	Evidence/Judgement
<p>2.1 Description identifies the type(s) of material(s) used in the manufacture of the clothing and accessory, and the quality and durability of the materials.</p>	<ul style="list-style-type: none"> • The candidate is presented with 4 items, one from each of: <ul style="list-style-type: none"> - Bodywear e.g. icebreaker T-shirt - Mid wear e.g. fleece top - Outer wear e.g. Raincoat or soft-shell jacket - Accessories • Describes the principles of layering for warmth and flexibility <p>For each of the 4 items, describes:</p> <ul style="list-style-type: none"> • the type of material used e.g. 3-layer or 2-layer Gore-Tex, Polypro, Windstopper, fleece, wool, cotton, leather • Notable construction methods or design features e.g. <ul style="list-style-type: none"> - down jacket – stitched through or box construction - outerwear – sealed or unsealed seams; welded or stitched - Insulation fill – natural (down) or synthetic - Features and their function – pitzips, thumb loops, padded protection, ventilation, anti-fog, full-zip overpants, removable helmet ear pads • how windproof, waterproof, breathable • whether will insulate when wet • manufacturer’s labelling, including any warranties or special care instructions
<p>2.2 Description identifies layering systems.</p>	
<p>2.3 Description identifies the style and type of construction of the clothing or accessory.</p> <p>Range: type of construction may include but is not limited to – stitching, sealed or unsealed seams, fills, design.</p>	
<p>2.4 Description identifies the wind and waterproof quality of the clothing or accessory, and the breathability of its construction materials.</p>	
<p>2.5 Description identifies the manufacturer’s labelling of the clothing or accessory.</p> <p>Range: may include – swing tag, warranty cards, care and washing instructions.</p>	
<p>2.6 Description outlines what the clothing or accessory is designed for in terms of its intended use for specific climates, environments, and activities.</p>	

<p>2.7 Description outlines the advantages and disadvantages of all the identified characteristics in service to the intended use of the clothing and accessory.</p>	<ul style="list-style-type: none"> • What climate, environment, activity and type of customer it is designed for e.g. Spring skiing gloves vs. Ice climbing gloves • The advantages and disadvantages of the item relative to its intended use and to other similar products.
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Task 2: Describe company policies and procedures relating to Consumer Guarantees Act

Resources:

- Policy and/or Procedure manual of the company or shop

Notes to the assessor

1. Candidate may refer to manuals during the discussion with assessor

Instruction to candidate:

During the task you are required to:

- Describe your company or shop’s policies and procedures relating to refunds, replacements, repairs, and lay-by
- Show knowledge of the Consumer Guarantees Act

Element 3: Describe enterprise policy and procedure that relates to the retailing or renting of clothing and accessories for outdoor activities.

Performance criteria	Evidence/Judgement
<p>3.1 The enterprise’s policies and procedures are described and related to the rights of individuals and the Consumers Guarantees Act 1993.</p> <p>Range: individuals must include – customers, retailers, suppliers;</p> <p>rights must include – refunds, replacements, repairs, lay-by.</p>	<p>In a discussion with the assessor, the candidate covers:</p> <ul style="list-style-type: none"> • How the Consumer Guarantees Act relates to their work • Rights of customers relating to products (quality, fit for purpose, faults); to service; to problem resolution • Retailers’ and suppliers’ liability • Company policies on repairing, replacing and refunding gear • Company policies on lay-bys, appros, complaints, and any other policies as required for their job

Task 3: Provide information to customers about outdoor clothing and accessories

Resources:

Real-life customer interaction situation, for example in a retail shop or a gear rental department

Notes to the assessor

1. This task is best assessed over a period of time, given many customer interactions

Instruction to candidate:

During the task you are required to:

- Demonstrate good customer service
- Identify customer needs
- Provide good advice on clothing or accessories to meet those needs

Element 1: Provide information to customers about outdoor clothing and accessories.

Performance criteria	Evidence/Judgement
<p>1.1 Customer interview, using communication and customer service skills, produces information about the customer's intended outdoor activities and personal requirements.</p> <p>Range: communication and customer service skills may include – concise, courteous and culturally sensitive language; open-ended interviewing; reflecting; listening; verbal and non-verbal communication.</p>	<ul style="list-style-type: none"> • During interaction with a real customer, the candidate uses good customer service skills, including: <ul style="list-style-type: none"> - Courteous, concise and sensitive language - Open ended questions - Listening techniques, including reflective listening • Obtains information from the customer on: <ul style="list-style-type: none"> - The activities they will be undertaking - The climate and location they intend to use them in - Budget range - What items of clothing or accessories they may need or are interested in • Provides the customer with information on the suitability of various options relating to: <ul style="list-style-type: none"> - Climate e.g. NZ is wetter than continental climates; North Island skifields are warmer and wetter than South Island - The customer's intended use • Recommends clothing and accessories based on the needs/wants of the customer (May include previously unperceived needs e.g. "Have you thought about wearing a helmet?") • All information provided: <ul style="list-style-type: none"> - Demonstrates a detailed knowledge of the clothing and accessories on offer (including technical features) - Complies with the company's policies
<p>1.2 Customer is advised about the intended use and characteristics of items of clothing and accessories, and how they perform in different climates and environments.</p>	
<p>1.3 Customer is advised of options available to meet their needs.</p> <p>Range: options may include – price, quality, technical capabilities.</p>	
<p>1.4 Items of clothing and accessories are recommended to the customer based on the customer's stated activities and personal requirements.</p>	
<p>1.5 Information provided complies with the enterprise's retail policies and requirements</p>	

Candidate Name _____ NSN _____

Unit 13376 (v3) Checklist
Apply knowledge of clothing and accessories for outdoor activities

Assessor name: _____

Organisation name: _____

C/NYC

Comments

Task 1: Describe the characteristics of outdoor clothing and accessories

- Describes the principles of layering for warmth and flexibility

C / NYC:	accessories	body	mid	outer
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- describes the type of material
- notable construction methods
- how windproof, waterproof, breathable
- whether will insulate when wet
- manufacturer's labelling, including warranties or special care
- designed for what climate, environment, activity, customer
- the advantages and disadvantages

Task 2: Describe company policies and procedures relating to Consumer Guarantees Act

Describes the company policies and procedures, covering:

- Refunds, replacements, repairs, lay-by

including reference to

- Customers, retailers, suppliers

and demonstrating knowledge of the Consumer Guarantees Act.

Task 3: Provide information to customers about outdoor clothing and accessories

- Uses good customer service skills
- Obtains information from the customer on:
 - Activities, climate and location, budget, wants and needs
- Provides information on the suitability of various options relating to climate and use
- Recommends items based on the needs/wants
- Demonstrates a detailed knowledge of items (including technical features)
- Complies with the company's policies

DATE

CANDIDATE'S SIGNATURE

ASSESSOR'S SIGNATURE

C/NYC

Comments:

Appendix 1: Consumer Guarantees Act

Apply knowledge of clothing and accessories for outdoor activities

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- Extract from <http://www.consumeraffairs.govt.nz/consumerinfo/cga/index.html>

The Consumer Guarantees Act (CGA) sets out guarantees that goods and services must meet when sold by someone in trade - that is, a retailer or service person.

The Act gives you rights when you buy faulty goods. It also ensures you have rights when work you pay to have done is not done properly.

The Consumer Guarantees Act section divides information into

- Your rights and remedies for [faulty goods](#) (1)
- Your rights and remedies for [service failures](#) (2)
- Your rights and remedies for [consequential loss](#) (3)

The Act covers

- goods of a type that people ordinarily buy for personal or household use, such as clothes, washing machines, cars
- services of a type that people ordinarily have carried out for a personal or household purpose, such as car repairs, haircuts, dry cleaning, painting or work done by a lawyer
- new and used goods bought on or after 1 April 1994.

From 8 July 2003, the Consumer Guarantees Act applies to electricity, gas, water and computer software. From this date, the Consumer Guarantees Act also applies to services relating to the supply of electricity, telecommunications, gas, water, and the removal of wastewater.

The Act does not cover

- goods bought by auction or by tender
- goods bought from a private seller
- commercial goods - goods of a type that are ordinarily bought for use in offices, factories or farms may be covered by the Sale of Goods Act. The Sale of Goods Act may also cover those goods bought before the date the Consumer Guarantees Act became effective.
- commercial services - services of a kind that are ordinarily supplied to offices, factories or farms - eg, top-dressing, commercial property leases, commercial building maintenance, livestock transportation.

Guarantees

The Act sets out guarantees for goods and services. Goods and services must meet these guarantees. These guarantees are fixed by law and in most areas nothing that the manufacturer or the trader says or does can take them away from you. A trader can, in some circumstances contract out of this Act where the goods are sold to a business. More information on each guarantee is available in the faulty goods and failure of services sections.

Remedies

The Act sets out remedies that traders must provide if a guarantee is broken. There is a range of remedies dependent on such issues as which guarantee was broken, how serious the problem is and whether you pursue a remedy for faulty goods against the manufacturer or retailer. More information on each guarantee is available in the faulty goods and failure of services sections.

1. Guarantees that goods must meet

Guarantee of acceptable quality

Goods must be:

- fit for the purpose they are made for
- safe
- durable - last for a reasonable time
- have no minor defects
- acceptable in look and finish.

When deciding if goods are of acceptable quality you must take into account the price you paid, any information on the goods or the package, anything said by the manufacturer or seller about the goods. This also applies to second hand goods.

eg, if you are told when buying goods that they are shop soiled you will not be able to complain later about marks on them.

Goods will usually meet the guarantee of acceptable quality if most consumers would be happy with them.

Goods must be fit for any particular purpose

When you have told a supplier what you want the goods to be able to do, the trader should provide you with goods that do what you want.

eg, you ask the trader to supply you with a heater that will heat a large room. The trader must supply you with a heater that is powerful enough to do this.

Fitness for particular purpose is different from fit for normal purpose which is covered under the guarantee of acceptable quality.

It is an additional purpose to the main purpose people use the goods for. The normal purpose of the heater is to heat a room, the particular purpose you need the heater for is to heat a large room.

Claims that suppliers make about what goods can do may also be covered by this. This means that, if the supplier tells you a watch will be suitable for diving, but on the first dive you find it is not waterproof, you will have a claim against the supplier.

However, there may be situations where it would be best not to rely on the discussions with the supplier.

eg, it may not be wise to rely on discussions with a checkout operator in a large bargain store.

It may not be reasonable to expect the operator to know enough about the goods to say they would suit your purpose. In such a situation it would not be sensible to rely on anything that was said.

Goods must match description

If a description is given with the goods it must be accurate. This means, if a refrigerator is described as "automatic defrost" it must defrost automatically, as promised in the description.

Goods must comply with sample or demonstration model

If you buy the goods based on the model or sample the trader has shown you, what you are supplied with must correspond with the sample.

eg, if you are shown a demonstration model of a car or electrical appliance, what you eventually get from the supplier must be the same as the demonstration model you saw.

If you buy something on the basis of a sample you have been shown, the supplier should give you a reasonable amount of time to compare the goods you receive with the sample.

Consumers should make a reasonable allowance for goods that are made of natural material. This takes into account variations occurring in such items as wood (grain) or wool (for different batches of colour).

Right to sell the goods

When you buy goods, the trader should be able to pass all the ownership rights or title in the goods to you. The trader must tell you when someone else has rights over the goods.

You have the right to expect that no one will have any right or claim to the goods you buy except when they are on hire purchase and are legally repossessed by the retailer or finance company.

Where the goods are not on hire purchase they can only be repossessed if, before you bought the goods:

- you were told about the possibility of repossession, and
- you were given a copy, or relevant part of the document telling you about repossession.

eg, if you order a carpet and pay a deposit, the order form might say the trader can take the carpet back if the rest of the money is not paid within a month. The trader must tell you about this when you order the carpet and give you a copy of the relevant part of the order form.

If you are buying a used vehicle from a motor vehicle trader check the Supplier Information Notice on the vehicle. If the following statement is included on the front of the notice...

"There is a security interest registered over this motor vehicle"

...the person or company who has registered the security interest (money owing) may repossess the vehicle from you.

Spare parts and repair facilities

This is a guarantee that a manufacturer must give. Unless the manufacturer has let you know that it is not possible, you have a right to repair facilities -some place that can fix your goods - and spare parts for goods you buy.

This right applies to all new goods. It also applies to second hand goods that have been imported into New Zealand and you are the first person to buy them.

This right only applies for a reasonable time after the goods have been bought.

If you buy imported goods, the importer must take reasonable steps to provide repair facilities and spare parts. You can not expect a New Zealand company that makes the same brand to provide these things for imported models.

Manufacturer's written guarantee or warranty

The Act says that the manufacturer must provide what is set out in their written warranty. This is called an "express" guarantee under the Act. A warranty usually states that faulty goods will be repaired or that the goods will be replaced if necessary. It may also set out the availability of spare parts and who will do the repairs.

The Act does not state that a manufacturer has to provide a written warranty with their goods. Goods sold without a manufacturer's warranty are covered by other remedies under the Act.

Rights and remedies

Rights if goods are faulty

The Act requires the retailer who supplied the goods to sort out any problems. This means a retailer can not tell you to take the problem to the manufacturer.

You can choose whether to seek a remedy for the problem from the trader or the manufacturer.

When you have bought something that doesn't meet one of the guarantees you have the following rights:

Minor problems

You can ask the trader to fix the goods. The trader must choose between repairing the goods, replacing the goods or giving you a refund.

If the trader refuses to fix the problem or takes more than a reasonable time to do so, you can return the goods and ask for your money back. Or, you can ask for replacement goods, if the same type of goods are reasonably available to the trader. Or, you can take the goods elsewhere to be fixed and ask the supplier to pay for the cost of repair.

Serious problems

If the problem is a serious one (the goods are unsafe, substantially do not meet acceptable quality, fitness for particular purpose, description or sample), you can choose to:

- return (reject) the goods and get your money back, or
- return the goods for a replacement of similar value and type (if the goods are reasonably available as part of the supplier's stock), or
- keep the goods and have the price reduced to make up for its drop in value.

If the goods cause damage when they become faulty -the washing machine floods the laundry ruining the vinyl flooring - you can ask the supplier to pay for the damage. This is called [consequential loss](#).

Returning goods

If the fault with the goods is serious, you must reject goods by returning them to the trader as soon as you can. Put your rejection in writing, and give this to the trader. If the goods are large and you are unable to deliver them yourself, ask the trader to arrange to collect them.

You can't reject goods where they have been attached to other property and removal will damage the goods. For example - faulty wallpaper!

Rights against a manufacturer or importer

You can sometimes choose a remedy from either the manufacturer of the goods or the trader you bought the goods from. Going to the manufacturer or importer is useful when the trader has gone out of business or is unreasonable to deal with.

You can go to the manufacturer or importer if:

- the goods you buy are not of acceptable quality
- the goods are different from a description given by the manufacturer
- there are no spare parts or repairs available and you were not told this when you bought the goods
- the manufacturer does not provide what is promised in their warranty.

The manufacturer is not liable if the problem is caused by someone else or by a cause independent of human control, such as an earthquake or some other natural disaster.

You can ask the manufacturer or importer to:

- give you some of the money back to make up for the drop in value of the goods caused by the fault. But if you have an express guarantee given by the manufacturer saying they will repair or replace the goods you have to first give them an opportunity to put the matter right
- pay for any damage caused by the goods when they became faulty ([consequential loss](#)).

2. Guarantees for services

Services must be provided with reasonable care and skill

This generally means that any work done for you must be at least as good as the work of a competent person with average skills and experience in the type of work required.

Services must fit for the purpose

After you have told the service provider what service you want from them, and they accept the job, they must make sure you get what you want.

eg, if you let the hairdresser know that you want your hair dyed a particular colour and they agree to do it, they must give you hair of that colour.

However, there may be situations where it would not be appropriate to rely on discussions with a supplier eg, it may not be reasonable to expect a receptionist in a large service company to know enough about the services to be able to say the service will do what you want.

You may not be able to rely on this guarantee or the guarantee of reasonable care and skill if you insist on a service which the service provider informs you will not be fit for your purpose.

eg, you ask the drycleaner to try to remove an old stain from a jacket. The cleaner tells you that the stain can not come out without taking colour out of the jacket. You insist on the work being carried out. The dry-cleaner must take reasonable care and skill but may not be responsible if the jacket colour is changed, as you had been told this could happen. If the dry-cleaner causes another problem such as the buttons melting, the cleaner may be held responsible for that problem.

Services must be provided within a reasonable time

Where you and the service provider have not agreed on a time when the job must be finished, the service provider must complete the job within a reasonable time. "Reasonable" time will be judged on the time it takes a competent person who works in that type of job to complete the task.

Reasonable price

If a price for the work has not been discussed with the service provider, you do not have to pay a price which is unreasonable in the circumstances.

eg, you hire a plumber to repair a leaking tap. The price was not discussed because you were in a hurry. You have had plumbing work done before so you were expecting the bill to be approximately \$45. You are very surprised when a bill arrives for \$120. You find out that plumbers normally charge \$55 for this type of job so you only have to pay \$55.

Rights and remedies

If you receive a service that fails to meet one of these guarantees for services you have the following rights:

Right to repair

You can ask the person who did the job to fix it at no cost to you.

If they refuse or take more than a reasonable time to fix it you can:

- get someone else to fix it and claim the cost from the supplier, or
- cancel the contract for service and refuse to pay for the work done. If you have already paid the service provider you may be able to get some or all of your money back. The amount you can ask for will depend on whether some of the service provided was satisfactory.

Right to cancel for serious problems

You can cancel the contract for the service and refuse to pay for the work done or pay less than the agreed price. If you have already paid you may be able to get some or all of your money back.

Have the price reduced to make up for the drop in value of the service - this may mean asking for some of your money back if you have already paid.

Consequential loss

If the work has caused damage to other property, you can claim compensation for that damage (this is called consequential loss).

Failure outside service provider's control

A service provider will not be responsible if a guarantee has been breached as a result of an event outside of his or her control.

eg, it takes a reasonable painter three weeks to complete a house painting job, but your painter has now taken four weeks. The sole reason for the delay has been the weather which is outside the painter's control.

3. Trader's liability for consequential loss – goods

Consequential loss is a loss (normally one that costs you money) that you suffer as a result (consequence) of something going wrong with the goods you bought or a service received.

The Consumer Guarantees Act allows you to claim compensation for consequential loss from a trader.

Examples of consequential loss

eg, as a result of a faulty bathroom pipes repair, a plumber floods your home damaging hallway carpet. A service provider will be responsible for the cost of cleaning the carpet or meeting the replacement cost, if the damage is more severe.

eg, your fridge/freezer breaks down due to a fault while you are away from home for the weekend. As a result of the breakdown all the food spoils. A trader will be responsible for the cost of replacing the food lost as a result of the fault.

However, you do have a duty to take reasonable steps to prevent further loss. So, if food could have been saved in time by moving it to another fridge, you will not be able to claim for loss of the food.

A trader might minimise their liability for consequential loss by offering a replacement if your goods are being repaired and this repair will take some time.

eg, your family's washing has to be done at a laundromat some distance away while the repairer fixes a fault in your washing machine. It may be easier for the trader to supply a replacement washing machine while yours is being repaired. Rather than having to pursue the trader to reimburse you for the laundromat costs.

The trader's responsibility is not endless. It is limited to loss or damage that could have been expected to result from the product's failure. A trader is not liable for losses that are not foreseeable.

eg, you bought a sewing machine from a trader, intending to use it to run up outfits for friends who were going to pay you (the trader didn't know this). If the sewing machine develops a serious fault and you want to reject it, you may be entitled to a refund but not the loss of earnings, as this would not have been foreseeable.

Trader's liability for consequential loss - services

The service provider's responsibility is limited to loss or damage that could have been expected to result from the failure of the service.

A service provider is not liable for losses that are not foreseeable.

eg, a repairer causes a flood in the laundry while working on your washing machine. The repairer may be liable for damage to the vinyl in the laundry. If water from the flood runs outside, ruining a valuable Persian rug put out to air, this would be an unforeseeable loss.

A service provider might minimise their responsibility for consequential loss by offering a replacement while they fix the goods again.

eg, a car that was towed had to be repaired again. This leaves you without transport. It may be worthwhile for the garage to supply a "loaner" vehicle to you while the car is being repaired. This will save you spending time and money hiring a car then trying to recover those costs from the garage.

Putting a value on consequential loss

Sometimes it is hard to put a "dollar figure" on the loss you have suffered because the damage has affected more than the goods themselves.

Example - goods

You have used a liquid cleaner in accordance with the instructions to remove a stain on new curtains. The cleaner has badly damaged one of the four curtains in your living room.

What is the trader liable for - a "patch up" job or the cost of replacing all the curtains in that room?

This will depend on whether a "patched" curtain will compensate you properly. Will a new curtain match the others? Compensation should put you into the position you would have been in if the cleaner had worked - four clean matching curtains.

If the curtain were new the trader may have to meet the cost of replacing all the curtains. If the curtains were well worn, the compensation would be less to reflect the wear and tear.

Example - services

You have arranged for a carpet cleaning firm to clean your living room carpet. The process leaves small stains on one patch of the carpet. The stains cannot be removed.

Is the carpet cleaner liable for a "patch up" job or the cost of the carpet in that room ?

This will depend on whether a "patched" carpet will compensate you properly. Compensation should put you into the position you would have been in if the job had been done properly. If the "patch" job does not do this, then the cleaner would be responsible for the cost of replacing the carpet.

If the matter went to a [Disputes Tribunal](#), the Tribunal would take into account the expectations that you had of the carpet cleaner's services and the age and wear of the carpet in deciding an appropriate level of compensation.

Contracting out of the responsibility for consequential loss

A trader cannot contract out of the Consumer Guarantees Act, except where they are selling goods or services to someone for use in their business.

A service provider cannot write a term into a service agreement that says that they will not be responsible for extra loss suffered.

If traders attempt to contract out of the Act when selling consumer goods or services, they may be breaching the [Fair Trading Act](#) by misleading you about your legal rights.