

*The
Advertising
Standards
Authority*

Third Report

1 APRIL 1965 – 31 MARCH 1966

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Published 3 May 1966

*The Advertising
Standards
Authority Ltd*

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The Third Report of The Advertising Standards Authority

1 APRIL 1965—31 MARCH 1966

I CHAIRMAN'S REPORT

1 Progress and Composition of the Authority

1965 was a year not only of development and change for the Advertising Standards Authority but of notable progress in the whole system of self-discipline in advertising. As a result of three years' experience the Authority was able to get into its stride and to exercise its influence as an independent body over the system more effectively.

The Authority, though financed by the Advertising Association, is outside and quite independent of the industry. The function of the Authority is to supervise the working of the system in the public interest. The sole reason for its existence lies in the desire of the industry, expressed at the A.A. Conference in 1961, to submit itself to the overriding authority of a body on which there would be a majority of members with no stake in the industry.

A note on the members of the Authority is given in Appendix A.

It will be seen that a body so constituted is particularly well qualified to take an objective view of advertising.

2 The Position of the Authority in relation to the Control System

Although the system of self-discipline which the Authority now supervises has been developed over the past forty years, it is less than five years since the advertising industry achieved a fully integrated system within itself. It was only in 1961 that the various sectors of the industry, representing the advertisers, the advertising agencies and the media, combined with the Advertising Association itself to set up a single committee to administer the British Code of Advertising Practice, which they all agreed to observe. That Committee is the Code of Advertising Practice Committee.

In 1962 the Advertising Standards Authority was established. About the same time the Committee on Consumer Protection under Mr. J. P. Molony, Q.C., recommended changes in the law affecting advertising and the setting up of the Consumer Council. It also took note of the

establishment of the Authority, gave it a “cautious endorsement”, and commented that it should be given a chance to prove itself. The Advertising Standards Authority and the Consumer Council needed no legislation and were set up with little delay. The legislation to implement the Molony Committee’s recommendations affecting advertising has only come before Parliament in 1966.

The control system covers the whole field of advertising—advertisers, advertising agencies and at least six distinct kinds of media, organised in eighteen separate representative bodies. Any new authority supervising such a complicated and diverse system of self-discipline would need time to settle down, determine its policies and discover the best way of giving effect to them. The Authority has had to do so before the new statutory pattern has been finally determined. It is remarkable how much has been achieved.

3 The Code of Advertising Practice Committee

The key problem for the authority supervising this system of self-discipline from outside was to establish an appropriate relationship with the central disciplinary body of the industry—the Code of Advertising Practice Committee, commonly known as CAP.

Although CAP consists of many elements with different and often divergent interests, it works well together, for all recognise that it is vital for the advertising industry as a whole that advertising should command the confidence of the public. It administers the Code and exercises discipline over the entire industry. It also keeps the Code itself in line with constantly changing conditions and attitudes, improving it as and when required, subject to the approval of the Authority. Some of the changes arise out of cases considered by CAP itself. Others are initiated by the Authority. There is a constant dialogue between the two bodies, with a view to reaching practical solutions in the interest both of the public and of the industry. The basic principle is that, once the issues have been fully examined, effect is given to the Authority’s decisions. Thus the industry has imposed upon itself on its own initiative the over-riding authority of a body with a majority of outside members.

Where advertisements are referred to the Authority they may be passed to CAP for its views, before the Authority considers them. Where, however, a reference is made to the Authority on a general issue, the Authority adjudicates. (For example, Consumers’ Association requested it to consider taking measures to prevent or discourage manufacturers and others from making use in their advertising of the Association selection of one of their products as “Best Buy”—see paragraph 31 below). References

made direct to CAP are determined by CAP subject to appeal to the Authority.

4 The Advertising Investigation Department

All references received either by CAP or by the Authority which require investigation are referred to the Advertising Investigation Department of the Advertising Association (A.I.D.) for examination and report. In addition, A.I.D. receives many references direct; it also discovers infringements of the Code in the course of monitoring. Where advertisements infringe the Code or are for any other reason unacceptable, A.I.D. arranges with the advertiser or advertising agency concerned to have them withdrawn or suitably amended. The services of A.I.D. are at the disposal of any advertising agency, advertiser or publisher who is in any doubt about copy; and they are constantly called upon.

Thus, during 1965, A.I.D. dealt with some 6,000 references. Of these more than half were enquiries by telephone, about equally divided between publishers on the one side and agencies and advertisers on the other. This shows the rapid way in which enquiries about advertisements have to be dealt with before publication. Of letters received, most related to advertisements already published. In many of these cases submitted to A.I.D. some changes in copy resulted. In addition, copy problems were discussed in the course of meetings with agencies and advertisers. During the year advertisements for some 450 new products were considered by A.I.D. before publication.

5 The Copy Committees

The complex of Committees which already existed to deal with advertising in the various media—the national and provincial press, periodicals, television, cinema, outdoor advertising and direct mail—have continued to work as before. They consider advertisements brought to their attention and matters of common interest. In the proprietary medicine field the Proprietary Association of Great Britain has a copy committee to which all advertisements to be published by its members must be referred before publication. In the television medium, the Advertisement Copy Clearance Committee of the Independent Television Companies Association considers scripts and sees all television “commercials” before they are shown to viewers. In both cases, advertisements for medicines and treatments are referred to qualified medical advisers. The Press also refer copy to experts in appropriate cases. Points of general principle are submitted to CAP with the object of achieving close uniformity in the application of the Code. All copy committees are in touch with the Secretary of the Authority.

6 The System as a Whole

The strength of the system lies in the mutual confidence which has been built up over the years between advertisers and advertising agencies on the one hand and the various media and the A.I.D. on the other. That strength has been greatly reinforced by the adoption in 1962 of common rules governing the whole industry. Agencies readily consult and receive guidance from the Institute of Practitioners in Advertising, the various copy committees, as well as the A.I.D. Many advertisements are rejected by media.

Not all advertisers nor all advertising agencies, nor even all media, belong to the organisations for which they qualify. Not unnaturally, so far as can be judged, non-members account for more than their share of infringements of the Code. On the other hand, when a contravention is pointed out to them, almost invariably they readily withdraw or amend the offending advertisement. As for the remainder, in almost every case it has proved possible to prevent continuance.

Under any arrangements—statutory or non-statutory—there will always be some infringements which get by. But steps have been taken in the past year to extend and intensify the monitoring system. The scope of A.I.D.'s monitoring has been increased and is to be further augmented. Perhaps more important in the long run is the activity of the Advertising Association in encouraging the setting up of publicity in districts where they do not already exist. Thirty-seven clubs are in existence or are in the course of being established. Some have existed for up to forty years or more. It is intended that each club shall appoint a Vigilance Officer, responsible for keeping a watch on local advertising and eventually giving guidance to members. In these ways it is hoped to reduce infringements still further. The Authority is satisfied that, whenever an infringement is brought to light, steps are invariably taken to have the advertisement either amended or withdrawn, whichever is appropriate.

In view of comparisons adverse to Britain that are sometimes made with systems abroad, it is also worth noting that advertisements of products of foreign origin which have not been challenged in their country of origin despite the existence of a statutory system are not infrequently judged to be unacceptable here and are required to be revised.

This, then, is the system which the Authority was established to guide and supervise. Its ability to do so depends on its relationship with CAP on the one hand and the public on the other. Recent progress is due in no small measure to the streamlining of the working arrangements between the two bodies.

7 Re-organisation in 1965-66

Since September the secretariats of the Authority and CAP have been fused. The Secretary of the Authority also serves as Secretary of CAP.

Early in 1966 the Authority moved into its own premises at 5 Clement's Inn. The Authority wishes to acknowledge the generosity and wisdom of the Advertising Association in making this move possible, thus enabling what the Molony Committee called the "pinnacle" of the self-disciplinary system to have its own separate headquarters while keeping in close touch with A.I.D.

The Chairman of the Authority has a standing invitation to attend monthly meetings of the CAP Committee, and does so for that part of the agenda in which matters of principle affecting the system and the Code are discussed.

The task of making changes in the Code and other matters known to the public rests with the Authority; that of making them known to the industry through the various organisations lies with CAP.

The Authority believes that the main contribution it can make is to bring to bear on the system of self-discipline in advertising a balanced view of the public interest, including both producers and consumers. In doing so, it seeks to work together with other bodies, whether representing consumers, such as the Consumer Council and the Citizens Advice Bureaux, or suppliers of goods and services; and it wishes to acknowledge the help it receives from them. For example, early in 1965 the Consumer Council conducted a survey into advertisements in a limited section of the press and periodicals, which the Authority carefully considered and discussed with the Consumer Council. The Press Statement at Appendix B sets out the way in which the Authority dealt with the 186 advertisements submitted.

On the day that the statement was released the Consumer Council published its own statement which was reported in *The Times*. An editorial comment in this report caused the Chairman of the Authority, on behalf of all its members, to write a letter to the editor, the text of which is also reproduced in Appendix B.

At the time when the Consumer Council was making its survey the Authority was well aware that A.I.D.'s monitoring coverage in the provincial press was far from complete. The Authority did not receive the survey until August. By June increases in staff had already been authorised to permit of more extensive and systematic monitoring. The national press is monitored daily and the principal weeklies are monitored as they appear. Subject to recruitment of staff, arrangements have been made to carry out intensive surveys of the provincial press area by area and to

reinforce such periodic surveys by occasional spot checks. In addition it is hoped that Publicity Club Vigilance Officers will watch the local media in their areas and bring suspected infringements of the Code to the attention of A.I.D. as they occur.

8 The Role of the Authority and Legislation

Reference has already been made to the legislation laid before Parliament in the form of the Protection of Consumers (Trade Descriptions) Bill, which broadly makes it an offence in the course of trade or business to apply false trade descriptions to goods in advertisements or to make misleading statements in advertisements about goods or (knowingly or recklessly) about services, accommodation and facilities. The Authority welcomed the broad provisions of this Bill. It does not appear that the Bill would have diminished the need for the self-disciplinary system in advertising; rather the contrary. The Authority believes, however, that steps would have to be taken to ensure the closest possible co-ordination of activities between the voluntary and the statutory controls. For example, one of the chief advantages of the self-disciplinary system is its ability to secure immediate withdrawal or amendment of misleading advertisements and so minimise the chances of their harming the consumer. It would be unfortunate if the advertiser were to be prosecuted for an advertisement in which he had not intended to mislead and which had long since been withdrawn or amended at the instance of the voluntary system.

As a Government spokesman made clear, there are areas which the Bill did not touch and which will remain the sole responsibility of the system of self-discipline. One such area is that of advertisements presented in the form of news or editorial in space that is paid for. The content is then clearly advertising matter and within the purview of the Authority. This was one of the first subjects tackled by the Authority and one in which co-operation between all concerned is particularly required, including the Press Council, with whom informal discussions took place during the year. There is, of course, no objection to advertisements being presented in editorial form, provided they are clearly distinguishable from the editorial content of the publication; indeed such advertisements often have the advantage of giving more information to the reader—a tendency greatly to be welcomed. What is essential is that the reader shall be able to see at a glance that they are advertisements. The Code is at present being revised to make certain that he will.

Of late, however, difficulties have arisen where the space is not paid for, that is, space devoted to editorial comment accompanying advertisements

or to feature articles in which comments are made which would be infringements of the Code if they appeared in an advertisement. The Authority is considering how far this growing problem comes within its purview. At all events it is one which it will continue to watch.

Among the subjects studied by the Authority in 1965 were Inertia Selling, Guarantees and Comparative Pricing. In considering these subjects, the Authority has felt bound to recognise that in general its role is limited to the supervision of advertising standards and in particular to protecting the consumer from being misled by advertisements. It does not conceive it to be its function to control the terms on which business is done—that is a matter for Parliament—but to ensure that if the terms are referred to in advertisements they are plainly and honestly stated.

II ACTIVITIES OF THE AUTHORITY

1 APRIL 1965—31 MARCH 1966

9 The Council of Management, consisting of all the members of the Authority, has met thirteen times during the year. Sub-committees of the Council were formed to meet representatives of the CAP Committee for joint consideration of matters concerning the operation of the British Code; and to handle the detailed examination of the survey submitted by the Consumer Council, referred to in Appendix B.

10 Sir Arnold Plant relinquished the Chairmanship at the end of June 1965 on completion of his term of office as the first Chairman of the Authority. A luncheon in his honour was given at the Waldorf Hotel in August. The Authority wishes to place on record its appreciation of the work done by Sir Arnold during its formative years and the sense of fairness which members experienced while serving under him.

11 The Rt. Hon. Lord Drumalbyn, became Chairman of the Authority on 1 July, 1965.

Mrs. Pamela Matthews and Mrs. Julia Hood resigned from membership of the Authority; Mrs. Hood also relinquished her post as Secretary. The Council expressed its warm gratitude to Mrs. Hood for her services

in that capacity.

Mrs. Gabrielle Pike and Mrs. Jean Fort were welcomed as new members of the Authority, and Mr. John C. Braun was appointed as Secretary in September 1965.

Mr. A. Everett Jones and Mr. T. G. Moore were invited to join the Authority at the end of the year, in the place of Mr. R. A. Bevan and Mr. C. W. V. Truefitt, who retired after being members of the Authority since its inception.

Members were grieved to learn of the death of Mr. Arthur Clarkson, who was the first Secretary of the Authority.

12 In April 1966 the offices of the Authority were moved to 5 Clement's Inn, London, W.C.2.

13 The activities of the Authority are reviewed under the following headings:

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A. CHANGES IN THE BRITISH CODE OF ADVERTISING PRACTICE

14 The closest co-operation has been maintained with CAP in the consideration and promulgation of revisions to the Code. Decisions were reached on Inertia Selling and Guarantees, while progress has been made on Comparative Pricing, Premium Offers and the more precise use of the word "cure" in Part B of the Code.

15 Inertia Selling

Considerable criticism and complaint had been aroused by the method of selling whereby goods are sent or services are provided and followed by a demand for payment unless the advertiser is notified that they are not wanted or the goods are returned within a specified period.

Two ways in which this practice operated were, firstly, by direct mail or hand delivery of promotional material stating that unless the advertiser was notified that the goods described were not wanted, they would be sent

and charged to the recipient; and secondly, in mail order where a customer was sent goods additional to those ordered and was expected to return them if not wanted, or be charged for them.

Such methods of selling are considered undesirable, and the Authority ruled that advertisements for goods and services marketed in this way are to be regarded as unacceptable.

Legitimate schemes, involving membership of so-called clubs, or plans involving a regular supply of goods until cancelled, are permissible, provided that clear, conspicuous and precise details of the commitment are given in the advertisement.

A press statement on this subject was issued and is reproduced at Appendix B.

Subsequently, further consideration was given to the application of the ruling to medicines and treatments. The Authority is of the opinion that, as a general principle, advertising for the sale of products in this field by way of schemes involving repeated deliveries over a long period is undesirable. At the same time it is recognised that there are circumstances where it is convenient for persons to be supplied by post with certain products which may be taken regularly. Where this is so, there can be no objection provided that the product is itself suitable for such handling. Accordingly, the advertising in each case has to be considered on its merits in the light of the provisions of the Code.

16 Guarantees

Although the Code was revised in its second edition to take into account points raised by the Authority, the new paragraph 4(e) of Section 1, Part A, failed to stop advertisements which made improper use of the word "guarantee". Vague expressions and failure to show precise details of redress were one area of complaint, the other being references to guarantees which reduced the common law and statutory rights of the buyer.

CAP was equally concerned to provide a solution which would not only protect the public but would also be capable of enforcement by the self-disciplinary system. After the fullest consideration and discussion the Authority published its ruling as appears in Appendix B.

The statement was given wide publicity, and the Authority wishes to express its thanks to the Newspaper Society and its members for the special effort which was made to ensure that the ruling became known throughout the country. Not only was good editorial coverage given, but many requests were received for the special article prepared by the Authority.

17 Comparative Pricing

Progress has been made on this difficult subject, which covers advertisements referring to former prices which are sometimes quoted, sometimes not. If they are not, they cannot be verified. Frequently it is not clear whether the former price is that charged by the advertiser in normal circumstances or that of one or more of his competitors. Since the coming into force of the Resale Prices Act 1964 it has become even more difficult to ascertain a "usual" price.

The problem is partially dealt with by the proposed Clause 11 of the abortive Trade Descriptions Bill. As this report goes to Press, the Authority has before it proposals for dealing with misleading comparative prices in advertisements, and it is hoped that a ruling will soon be published.

18 Premium Offers

Reference was made in the Second Annual Report to the dissatisfaction of respondents to premium offers who had complained about delay in delivery or non-delivery. The Authority then expressed its conviction that there was no evidence of intention on the part of advertisers to increase sales by false pretences, such as by laying in inadequate stocks while sheltering behind statements that stocks were limited. Intentional deception of this kind is unlikely to be common, since it is bound to boomerang. Nevertheless, complaints have continued and further consideration has been given to the problem. As in the case of comparative pricing, proposals are being put forward.

19 Cures—Paragraph 1, Section I, Part B of the Code

This paragraph of the Code, referring to "cure" in advertisements has been under consideration by the Authority, by CAP and by the ITA Advertising Advisory Committee. As it stands, the paragraph, if applied literally, would rule out many of the claims rightfully made for products capable of dispelling symptoms associated with illnesses, as distinct from claiming to cure them. For example, claims for relief of headaches and minor aches and pains are different from claims to extirpate major complaints which may bear these symptoms. In practice this paragraph of the Code has been applied in spirit rather than literally, and is well understood by all concerned with its application. On balance it has been decided to leave it as it stands, but to keep the whole subject under review.

B. INVESTIGATION OF ADVERTISING PRACTICE

20 As part of its supervisory function the Authority has co-operated with CAP in the development of the system of checks on advertisements which have already been published. We have already mentioned the monitoring carried out by A.I.D. The Authority is satisfied that the start which has been made on random checks of all media will be developed and become more detailed when the staff for whom provision has been made become fully trained and operative. Much importance is attached to the speedy implementation of plans for extending the scope and frequency of monitoring.

21 In its Second Annual Report the Authority set out its views on the adequacy of the self-disciplinary system of control of advertising. Noting that effectiveness of control varied with the category of advertisement, it was recognised that the most difficult areas were the last-minute bargain space display advertisements; the classified and small semi-display advertisements, many of which are received over the telephone; and advertisements issued through the post or by hand. The Authority is satisfied that all the media bodies are fully aware of the loopholes and do all they can to close them. In the field of advertising by post, the Authority was pleased to note that during the year the Direct Mail Producers Association had joined CAP as a sponsor of the Code.

22 We would again emphasize the role of the advertiser and the advertising agency, and the Authority repeats the point made in its last Annual Report that the advertiser and his agency have the prime responsibility for maintaining high standards of advertising practice. For the benefit of those who may be unfamiliar with the Code, paragraph 4, Section I, Part A reads as follows:

“Advertisers and their agencies should be prepared to produce evidence to substantiate any description, claim or illustration that is called in question. It must be clearly understood that the burden of proof of any advertising claim falls upon the person making it.”

C. ENQUIRY AND ACTION RELATING TO ALLEGED INFRINGEMENTS OF THE CODE

23 It is not possible to state how many alleged infringements of the Code are brought in any one year to the notice of individual media, agency and advertisers' organisations. CAP is primarily a co-ordinating body and would not expect to deal with many individual cases. In fact, during 1965

it had twenty-six cases referred to it, eighteen of which were in breach of the Code. In twelve of these copy was amended to bring it into line. In five the firm's advertising was stopped entirely. One advertisement was withdrawn. Six references were considered not to be in breach of the Code, and two were referred to other bodies as being outside the jurisdiction of the Committee.

24 The Authority itself received sixty-three individual complaints which were dealt with as follows:

Advertisements amended or withdrawn	26
Advertisements suspended	4
Advertisers' claims accepted, complaints rejected	7
Complaints withdrawn	7
Delayed delivery of goods—complainants satisfied	4
Mistake in distribution by advertiser	1
Cases outside the purview of the Authority	2
Still in process	12*
	—
	63
	—

*Includes 6 in the category of Betting Tipster advertising to which reference is made later in this Report.

An analysis of cases by reference to the Code shows the following:

Cases brought under Section I, Part A of the Code

Offensive to public decency	Para 1	1
Misleading	Para 4	37
Unjustified special claims	Para 4(a)	1
Irrelevant use of scientific terms	Para 4(b)	1
Inaccurate price claims	Para 4(d)	3
Guarantees	Para 4(e)	5
Mail Order infringements	Para 5(b)	2
Misleading use of editorial style	Para 7	2
Premium Offers		3
Homework Schemes		2
Advertisements (Hire-Purchase) Act 1957		2
Matters of taste		2
Matters outside the purview of the Authority		2
		—
		63
		—

Examples of some of these cases are given in the following paragraphs.

25 Misleading advertisements—Paragraph 4 of Section I, Part A of the Code

It is not surprising that most of the complaints received by the Authority fall under the general heading of advertisements which mislead by their claims or illustrations. What is surprising is that the highest number of complaints in any one product or service field is in the restricted area of advertisements for betting tipsters, where successes are prominently featured with no mention of losers and non-runners. These advertisements usually appear in specialized publications catering for those taking a regular interest in racing, and the Authority originally took the view that these readers were unlikely to read into the advertisements any offers beyond the bounds of possibility. Furthermore, there seemed to be no reason why the Authority's general rule should not apply: namely, that an advertiser should not be required to draw attention to the disadvantages of the services he offers. However, further evidence caused the Authority to re-open its enquiry and look once again at the rules operated by the publishers of the particular papers concerned. Recommendations for tighter control are now being formulated.

Advertisements which have been amended or are in the course of amendment as the result of intervention by the Authority were for:—

- a brand of vodka, where the copy required clarification;
- a sleeping bag, the pillow for which was not included in the price;
- home heating, in which comparison of different types of fuel did not make clear that it was confined to mechanical equipment;
- television sets, where the performance did not come up to promise and some technical detail was at fault;
- a foreign brand of cigarettes, where the use of our national flag without qualification gave a wrong impression;
- a tailoring firm whose suits as illustrated cost more than the quoted price;
- children to feature on television, with the requirement that a fee was payable;
- a firm which wrongly claimed the exclusive right to award certificates of proficiency;
- an estate agent whose enthusiasm for descriptive copy outran the bounds of accuracy.

26 Price Claims—Paragraph 4(d) of Section I, Part A of the Code Reference has already been made to the steps which are being taken in the matters of Comparative Pricing and Premium Offers. One case which was dealt with concerned a special offer of a pair of bathroom scales which were stated to be worth a sum which was in fact greatly in excess of their market value. The explanation that the cost of the work which had to be done to remove the original brand name should be taken into account was hardly convincing. In another case, an unjustifiable reference to the alleged former price of a radio set was amended upon complaint.

27 Guarantees—Paragraph 4(e) of Section I, Part A of the Code It is hoped that as a result of the Authority's ruling on this subject, advertisements referring to guarantees will no longer give rise to complaint. One case concerned an electric blanket, about which two separate complaints were received on the ground that the duration of the guarantee as advertised seemed to differ from the duration actually guaranteed. The equivocal copy was duly altered. Other ambiguous guarantees concerned socks and television sets.

28 Mail Order Advertising—Paragraph 5(b) of Section I, Part A of the Code

Although there has been little real complaint about mail order advertising as a category, there is evidence of dissatisfaction at delayed deliveries of goods ordered through the post. Whenever the Authority has been called upon to intervene, delivery has soon followed. A "bargain space" advertiser was tardy in despatching a desk; and two advertisers of premium offers had to be pressed, one to deliver a tea set and the other to send two rings. In fairness, it must also be said that some correspondents' names are indecipherable and the addresses given by others are so incomplete that delivery is impossible.

29 Advertisements Presented in the Style of News or Editorial—Paragraph 7 of Section I, Part A of the Code

Although only two cases have come to the Authority, others have been before CAP. The problem has been referred to earlier in this report.

It does not seem to have been sufficiently realised that in this area, as in all others, the prime responsibility for incorporating the word "Advertisement", if it is so required, rests with the advertising agency placing the advertisement and not with the publication in which it is to appear.

30 Other Cases

One complaint received by the Authority—one of only two concerning pharmaceuticals—which had four parts to it was examined with great care. The Authority sustained two parts of the complaint and rejected the other two. It considered that the headline of the advertisement, which was the first of a series, was not strictly accurate and regretted the misleading implication. It considered further that it was presented in an editorial style and should have been headed with the word “Advertisement”.

Two complaints were concerned with “homework schemes”. The schemes, which have long been frowned upon by the Newspaper Society and the A.I.D., are those in which an advertiser invites persons to make articles at home with the promise that payment will be made for quantities of finished articles. In many such schemes readers are required to pay a deposit or to send money for instructions and materials. Subsequently, the advertiser sometimes refuses to purchase articles on the grounds that they are not up to specification or that a minimum (usually quite a high figure) of articles must be sent. In both the cases referred to the Authority the advertising was stopped. CAP is extending the Code to cover such cases.

Two cases were submitted which appeared to the Authority to be in contravention of the Advertisements (Hire-Purchase) Act 1957 because one of the statutory ingredients of the offer was given undue prominence, and the advertisers were so advised.

Of the complaints arising from matters of taste, one concerned an advertisement for a proprietary medicine which referred to a much-loved singer who was dead. The advertisement was withdrawn.

Two complaints were held by the Authority to come outside its purview. One concerned the matter of payment for Stock Exchange quotations, which was also referred to the Press Council. Both bodies held that this was a matter of commercial policy for each publisher to decide as he chose. The other matter concerned a company which had unwittingly signed a contract for its name to appear in a commercial directory and was then called upon to pay blockmaking and other charges. This whole question of doubtful directories is one which has been under scrutiny by the A.I.D. for some time, and steps have recently been taken to increase the scope of action against these questionable activities.

31 In November 1965 Consumers' Association referred to the Authority a series of advertisements which quoted a “Best Buy” reference from the magazine “Which?”. Careful consideration was given both to the

particular complaint and to the quotation of "Best Buys" in advertisements in general. Mr. Peter Goldman C.B.E., the Director of Consumers' Association, put the case in person to the Council of the Authority for preventing or at least discouraging advertisers from referring to the Association's choice of "Best Buys" in advertisements. The Authority decided that the particular series of advertisements could not be regarded as misleading, and the views of the Authority on the wider issue are fully set out in its adjudication at Appendix C.

D. MAKING KNOWN THE WORK OF THE AUTHORITY

32 The Authority realises that its work and achievements are not as widely known as it could wish. The kind of self-disciplinary activity outlined in this report does not lend itself to constant public announcements. Nevertheless greater awareness on the part of the general public, government departments, local authorities, consumer groups and other interested organisations that there is such a body as the Advertising Standards Authority could create greater public reassurance and also strengthen the working of the control system as a whole and consolidate the improvement in standards which has been taking place in British advertising in recent years.

33 The Authority has been taking steps to increase public awareness of its work. The Chairman has spoken at a number of functions and has written articles for general publication and letters to the press whenever it has appeared necessary to do so. On all occasions he has invited the public to address any complaints it may have about advertising to the Authority. From the letters received it is clear that this invitation has not gone unheeded. The Secretary has also addressed many meetings. He also took part in a seminar at Manchester University and a television programme arranged in conjunction with it. It is hoped that more meetings and liaison with an increased number of bodies concerned with commerce, public welfare and administration will result in greater awareness and appreciation of the Authority's activities.

THE FUTURE

34 Whatever final form the legislation on trade descriptions may take, it is unlikely to affect the great majority of the advertising industry who already comply with the terms of the Bill originally put before Parliament. During the intervening period the Authority is confident

that the self-disciplinary system will continue to deal with growing effectiveness with the small fringe of offenders.

35 Even after legislation is passed, nobody will be able to predict with certainty how it will work in practice. Whatever provisions it may contain, there is no doubt that there will still be a need for the control system for as long as can at present be foreseen. We are convinced that any attempt to replace entirely a system based on voluntary action and co-operation by a statutory system imposed by law would bring more loss than gain. While it is true that so far as advertising is concerned the law can do some things a voluntary system cannot, we believe that it is no less true that in others a voluntary system can achieve results which cannot be achieved by law alone. In particular the law cannot equal the control system in the speed and flexibility with which it deals with infringements or in the ease with which a code can be changed to meet changing needs; nor can it evoke the sense of individual and collective responsibility in an industry so well as a voluntary system.

36 As this report shows, there are two elements in the control system —one, the self-discipline which the advertising industry imposes on itself through copy committees, and through the very strong sanction which publishers exercise in the form of their right to refuse any advertisement without explanation; and the other, the supervision of the Authority over the whole system. While the Authority is convinced by experience that the system which it supervises is working far better than the public realises, we recognise that the public will only have complete confidence in advertising if it is satisfied that supervision is adequate. With the help of the additional funds to be made available by the industry for the further strengthening of the monitoring and advisory services, the Authority believes that it will be able not only to do but to be seen to be doing the task for which it has been set up.

On behalf of the Advertising Standards Authority

DRUMALBYN

Chairman

APPENDIX A

THE MEMBERS OF THE AUTHORITY

- THE RT. HON.
THE LORD DRUMALBYN P.C. Formerly M.P. for Dumfriesshire (1945-1963. Member of General Advising Council of B.B.C. (1952-55). Chairman, Commonwealth Producers Organisation (1952-55). Joint Under-Secretary of State, Scottish Office (1955-60) Parliamentary Secretary, Board of Trade (1960-62). Minister of Pensions & National Insurance (1962-63). Minister of State, Board of Trade (1963-64). Appointed Chairman of the Authority July 1965.
- A. CHARLES BUCK Director, Reckitt & Sons Ltd. Former President of Incorporated Society of British Advertisers. President of International Union of Advertisers Association since June 1964. July 1962.*
- R. CRAIG-WOOD Management Consultant. Chairman of Craig-Wood Consultants Ltd., Dunkley & Friedlander (Product Development) Ltd., Computeraid Ltd., Director of Joseph Dawson (Holdings) Ltd. Formerly Managing Director A.E.I.-Hotpoint Ltd. (1955-1963), Thomas Hedley & Co. Ltd. (1947-1954). Fellow of British Institute of Management. July 1962.*
- VICTOR FEATHER, C.B.E. Assistant General Secretary of Trades Union Congress since 1960. Member of General Advisory Council of B.B.C. July 1962.*

MRS. JEAN FORT	Headmistress of Roedean School since 1961. September 1965.*
H.W.F. FRANKLIN	Formerly Headmaster of Epsom College (1940-1962). July 1962.*
SIR JOHN HAWTON, K.C.B.	Chairman, British Waterways Board. Permanent Secretary, Ministry of Health 1951-1960. July 1962.*
A. EVERETT JONES	Chairman, Everetts Advertising Limited. Chairman of British National Committee on Advertising (International Chamber of Commerce). Vice-Chairman, Crafts Council of Great Britain. Fellow of Institute of Practitioners in Advertising. March 1966.*
T.G. MOORE	Director, Portsmouth & Sunderland Newspapers Ltd. and Envoy Journals Ltd. Council Member of Newspaper Society since 1944 (President 1953/54). Chairman of Newspaper Society Advertising Committee and former Chairman of Joint Advertising Committee, Newspaper Society and Newspaper Proprietors Association. March 1966.*
MRS. G.L.S. PIKE, C.B.E., J.P.	Chairman of National Federation of Women's Institutes. Member of the Food Standards Committee of the Ministry of Agriculture, Fisheries and Food. Member of Independent Television Authority's Advertising Advisory Committee. September 1965.*
HOWARD THOMAS	Managing Director, A.B.C. Television Ltd. since 1955. Former Chairman of Independent Television Companies Association. July 1962.*

*Date of appointment as member of the Authority.

APPENDIX B

PRESS STATEMENTS ISSUED BY THE AUTHORITY

INERTIA SELLING

The Advertising Standards Authority has considered a method of selling adopted by some firms which consists in sending goods or providing services without any indication from the recipient that he wants to buy them. For example:—

- (a) a householder receives a leaflet or other promotional material stating that unless the advertiser is notified within a stated time, usually very short, that the goods described are not wanted, than they will be despatched and charged to the recipient;
- (b) a customer placing an order for goods by mail order receives additional goods, which may or may not be complementary to those ordered, and is expected to return them if not wanted, otherwise he will be charged for them.

The Authority strongly objects to this method of selling. Advertisements for goods or services marketed in this way should not be accepted for publication.

The Authority has also considered advertisements, usually associated with a free sample or other inducement, for a regular supply of goods against regular payments until the person accepting the offer expressly instructs the supplier to discontinue supplies.

In the case of goods and services *other than medicines or treatments*, the Authority raises no objection to this method of selling provided that the terms and conditions (whether or not they include acceptance of a sample or other inducement) are clearly, prominently and unequivocally set out for the customer to read before committing himself. (The advertising for medicines and treatments offered for sale by this method is under consideration with a view to appropriate amendments of the British Code of Advertising Practice).

The public are again reminded that no one is liable to pay for goods which have not been ordered.

13th September 1965

EXTRACT FROM CAP BULLETIN No. 7

The Advertising Standards Authority has given its opinion that advertising for the "inertia" method of selling of medicines is undesirable.

It recognises, however, that there are circumstances where it is convenient for persons to be supplied by post with certain products which may be taken regularly. Where this is so there can be no objection, provided that the product is itself suitable for such handling. Accordingly, the advertising in each case has to be considered on its merits in the light of the provisions of the British Code of Advertising Practice.

The inertia method of selling is that which, whether or not it is associated with a free sample scheme, places the customer under an obligation to accept and pay for regular deliveries until he expressly instructs the supplier to cease sending them.

In considering the suitability of each product, account will be taken of the length of the period for which the medicine is to be supplied. It may be necessary in the interests of safety to limit such period. There must also be a clear provision that any agreement for the supply of medicines over a period, made as a result of an advertisement, may be terminated immediately upon the recommendation of the recipient's doctor.

April 1966

ADVERTISEMENTS FOR PREGNANCY TESTING

The Advertising Standards Authority has ruled that advertisements for pregnancy testing should not be accepted in the general press.

There is no objection to such advertisements appearing in the medical press, for medical readers, who might wish to make use of the service in connection with their attendance upon patients.

29th October 1965

GUARANTEES

The Advertising Standards Authority has been considering the use of the word "guarantee" and similar expressions in advertisements with a view to ensuring that they are not used in such a manner as to mislead the public as to the extent and meaning of the assurances and undertakings involved. It has now issued the following ruling, which is being incorporated in the British Code of Advertising Practice:—

“No advertisement should contain the words ‘guarantee’ or ‘guaranteed’, ‘warranty’ or ‘warranted’, or words having the same meaning, unless the full terms of the guarantee are clearly set out in the advertisement, or are available to the purchaser in writing at the point of sale or with the goods. In all cases the terms should include details of the remedial action open to the purchaser. No advertisement should contain a direct or implied reference to a guarantee which purports to take away or diminish the statutory or common law rights of a purchaser.”

The ruling is, of course, intended to apply to all forms of advertising. Its purpose is twofold:—

- (a) in the case of press advertising, to provide that where reference is made to a guarantee or equivalent undertaking in an advertisement, the public must have an opportunity of reading the terms of the guarantee, either in the advertisement itself or when they are in the course of buying the goods, so that they may appreciate what it is that is guaranteed in the way of workmanship, composition, performance, reliability etc., and what steps the supplier binds himself to take if the goods fall short of the standards guaranteed.
- (b) to provide that guarantees can only be advertised if they add to the statutory and common law rights of the purchaser and do not detract from them.

For the purpose of the second part of the ruling the statutory or common law rights of a purchaser will not be regarded as having been taken away or diminished if a manufacturer assumes responsibility for them in their entirety.

This ruling replaces the existing provision relating to guarantees in the British Code of Advertising Practice.

5th January 1966

CONSUMER COUNCIL SURVEY

1. On 1st September, 1965, the Consumer Council sent to the Advertising Standards Authority a batch of 186 advertisements which in the Council's view contravened the British Code of Advertising Practice, a voluntary code with which the eighteen organisations representing advertisers, media and advertising agencies have undertaken, on behalf of themselves and their members, to comply. These advertisements were submitted as a result of a survey

of some national newspapers, periodicals and local newspapers circulating Lancashire and parts of the Midlands. The survey was carried out in January and February of 1965 and was on a somewhat larger scale than that conducted in 1964.

2. No particular significance is attached to the number of advertisements submitted. The number represents, of course, a minute percentage of the total volume of press advertising in the period covered, but the Council stated that they did not include all the apparent infringements they noted in the publications covered. The object of the survey was not to attempt to establish the incidence of infringements but to give the Authority an opportunity of explaining the way in which it goes about its task and its plans for improving the system of voluntary control.
3. For the record, rather more than two-thirds of the advertisements related to medicines and treatments, and rather more than half consisted of less than $3\frac{1}{4}$ single column inch spaces. About one-quarter were in the national press, one third in periodicals, and the rest in provincial newspapers.
4. The Advertising Standards Authority has now completed its examination of these advertisements. Eighteen had been stopped or amended before the survey was received. Fifty-two have since been, or are in the course of being, stopped or amended.
5. Of the remaining advertisements, ten concerned guarantees, on which the Authority has since published a new ruling; and twelve in which prima facie the Code appeared to have been infringed are still being investigated. This left ninety-four cases. The Authority and the Council agreed in discussion that a number of these did not breach the Code. A few of the references were not within the Authority's area of control as paid advertising space was not involved.
6. In the rest, while the Authority decided that they did not infringe the Code in the ways suggested, it undertook, in pursuance of its function to raise standards, either to review the copy with the advertiser or advertising agents or to consider the question of principle with a view to improving the Code.

7. The Authority explained that action against infringements is taken either on receipt of complaints or on the initiative of the Authority and the organisations adhering to the Code of Advertising Practice through the monitoring system. This system had recently been strengthened and was being further reinforced. In addition arrangements were being made for help to be received from publicity clubs established throughout the Kingdom under the auspices of the Advertising Association. At the same time the Authority would welcome all the assistance the Consumer Council could give in drawing its attention to alleged infringements of the Code or to practices thought to be undesirable; and the Consumer Council agreed to co-operate with the Authority in this way.

4th March 1966

EXTRACT FROM "THE TIMES"—10 MARCH 1966

Advertising Code

Sir,—Your Broadcasting Reporter referred (March 5) the statements of the Consumer Council and of the Advertising Standards Authority following the review of the batch of press advertisements extracted over a year ago by the Consumer Council and submitted for comment to the Authority.

In particular your Reporter referred to the sentence in the Consumer Council's statement that the Authority is "not [in the Council's view] in a position to judge objectively the impact of some types of advertising on the ordinary public". Your Reporter inferred, not unnaturally, that this meant that advertising interests are too heavily represented on the Authority.

Advertising interests do not appoint any members of the Authority to represent their interests. All the members are appointed by the chairman. Five are independent; the other five have had experience in industry (two), television (one), press (one), and an advertising agency (one). They are appointed for their personal qualities and experience, not to represent any interest.

The members are Mr. R. A. Bevan, C.B.E., Mr. A. C. Buck, Mr. R. Craig-Wood, Mr. Victor Feather, Mrs. J. Fort, M.A., Mr. H. W. F. Franklin, M.A., Sir John Hawton, K.C.B., Mrs. G. L. S. Pike, C.B.E., J.P., Mr. Howard Thomas and Mr. Charles W. V. Truefitt.

Your Reporter's inference, if correct, would carry a serious reflection which we cannot believe was intended. What the Consumer Council seem to mean, surely, is that they consider themselves to be in a better position than the Authority to judge the reaction of the consumer. With

all respect, we do not believe that people are instantly enabled to see into the minds of the consumer by being appointed members of a body whose duty is to defend the interests of the consumer.

We consider that a body with an independent chairman and composed equally of independents and of persons with advertising experience, trained to judge consumer reactions, is at least as well placed to take an objective view.

We invited the Consumer Council to submit evidence that certain advertisements (which they considered to be breaches of the Code of Advertising Practice and we did not) had proved misleading in fact; but they did not do so. It appears, therefore, that their opinion that the disputed advertisements were misleading was just their opinion. Most of them were for pharmaceutical products; yet only one in 30 of the cases submitted to the Authority last year related to such products.

We believe that the public has a good deal more common sense than the Consumer Council are willing to admit, and knows how to interpret advertisements much better than the Consumer Council may think.

This is the real difference between our attitude and that of the Consumer Council. We try to approach advertisements from the point of view of ordinary common sense and experience—the reaction of the “man on the Clapham omnibus”. In this way thousands of advertisements are withdrawn or changed every year at the instance of the Authority, the various copy committees of the voluntary control system and of the press itself—most of them before, some after publication.

Apart from the cases and classes of cases which we undertook to review—and two of the three instances quoted by the Consumer Council fall in this category—the differences between us were no greater than those which are likely to occur under the Consumer Protection (Trades Description) Bill, when it becomes law, between two different benches of magistrates on similar issues. What we regard as indefensible is the implied assumption that the Consumer Council’s view on any particular advertisement is necessarily the right and objective one.

We are very ready to listen to advice from any quarter, but in the last resort it is our responsibility to interpret, as best we can, the British Code of Advertising Practice.

Yours faithfully,

DRUMALBYN, *Chairman*,

The Advertising Standards Authority Limited.

1 Bell Yard, W.C.2.

March 9.

APPENDIX C

COMPLAINT AND APPLICATION BY CONSUMERS' ASSOCIATION

ADJUDICATION

Introduction

By letter dated 30 November, 1965, Consumers' Association referred to the Advertising Standards Authority a continuing series of press advertisements by Colston Appliances Ltd. which quoted a "Best Buy" reference from the magazine "Which?". The help of the Authority was requested in discouraging any further exploitation for advertising purposes of independent consumer research. It was claimed that to risk bringing serious reports based on objective research, such as are published in "Which?", into disrepute by using them as testimonials in sales promotion ran contrary to the interests of the economy which good advertising seeks to serve; contrary to the interests of the consuming public who must retain confidence in the impartiality of the consumer organisations; contrary to the long-term interests of traders whose products benefit from disinterested judgments; and contrary to the best standards of advertising as practised by the great majority of advertisers who respect the "no commercialisation" policy of Consumers' Association. In addition, it was claimed that the particular reference in the series of advertisements was in itself misleading and that such reference to Consumers' Association's selections as testimonials might cast suspicion on the Association's integrity.

Adjudication

1. The Advertising Standards Authority is satisfied that Consumers' Association arranges for all products on which it reports in "Which?" to be tested by impartial and disinterested experts and takes all precautions in its power to ensure that the results of such tests are arrived at by objective methods. If the impartiality or objectivity of these tests were ever publicly impugned, the Authority is advised that the ordinary legal redress would be open to Consumers' Association.

2. As to the main complaint, the Authority is advised that the copyright in the contents of "Which?" belongs to Consumers' Association, and that any reproduction in whole or substantial part of "Which?" without the permission of Consumers' Association would be liable to be construed as an infringement of copyright. Accordingly, *the Authority recommends all advertisers to refrain from selective quotation of copyright material from "Which?" without the prior permission of Consumers' Association.*
3. However, the Authority is advised (although this has never been tested in the Courts) that there is no copyright in the expression "Best Buy"—no doubt because it is a phrase of common usage and secondly because it is akin to a slogan, in which there can be no copyright.
4. As to the subsidiary complaint, the Authority is satisfied that Consumers' Association is entirely free from commercial influence in its selection of products as Best Buy. Nevertheless, it is of opinion that the selection is an act of judgment as to which product constitutes the best value for money, not the best product in the field. Such acts of judgment are, in the Authority's view, quite separate from the objective testing of individual products and are based on a comparison of their relative merits and demerits. In view of the position held by "Which?" in public esteem, such acts of judgment are facts of general interest to the public and have news value.
5. Consumers' Association, however, contends that the reference, though truthful, was capable of misleading, because not all readers of the advertisement would be aware of what Consumers' Association means by "Best Buy". Since, however, the term is in common usage, and since "Which?" uses it in its accepted sense, we do not see how the public could be misled. Any such reference might perhaps be considered misleading to the extent that Consumers' Association had not included in its survey every product in the same range.
6. We appreciate that some may feel that such a reference might be misleading unless the advertisement also quoted any qualifications attached by Consumers' Association to its choice of Best Buy. In the particular case referred to us the only qualification mentioned in "Which?" was that it was recommended for those who could

not afford the product giving the best performance but costing more than twice as much. But we think this is inherent in the 'value-for money' definition of "Best Buy". The "Which?" report also commented that the hire-purchase of the product chosen was expensive, but in our view it would be absurd to expect an advertiser to say so. The fact remains that the product was chosen as "Best Buy" inspite of its limitations.

7. The Director of Consumers' Association claimed that the Association regards itself as giving a service to consumers at large and not just to subscribers to "Which?". One way in which it does so is by drawing attention to the weak points of products and so encouraging manufacturers to put them right. It is not clear to us how Consumers' Association regards the selection of a "Best Buy" as a service to consumers at large, as distinct from readers of "Which?", whether subscribers or not; but insofar as it does, and insofar as there is value in its selection, clearly the more consumers are told of it, the better. We see no reason to distinguish between the ways in which the fact is conveyed to consumers, so long as they do not mislead. We are unable to agree that its quotation in an advertisement is liable to throw suspicion on the integrity of a body such as Consumers' Association which has, in the words of the Committee on Consumer Protection "a well-established reputation for fearless independence and honesty".
8. *The Authority concludes that a factual statement by a manufacturer that his product has been selected as "Best Buy" in "Which?" is not misleading.*
9. The Authority took note that Consumers' Association was less concerned with this particular case than with the general effect on the reputation and effectiveness of Consumers' Association if references to the contents of "Which?" in advertisements were to become common. Any reference in an advertisement to results of tests favourable to the product advertised without mention of those less favourable to it could, of course, be misleading and would be dealt with on reference to the Authority. If they were quotations from "Which?" they might also constitute infringements of copyright.
10. The Authority infers, therefore, that Consumers' Association is particularly concerned about references to "Best Buys". We,

therefore, felt bound to consider the effect of Consumers' Association's policy of choosing "Best Buys" on the interests of consumers. We were given to understand that the selection of "Best Buys" is regarded as one of the attractions of "Which?" and is popular with subscribers. The implication is that if Consumers' Association were to cease to choose "Best Buys", it might lose subscribers and that in consequence it would be less able to finance the service it gives to consumers.

11. We believe that we are only justified in invoking the advertising industry's machinery of self-control to support a particular practice if we are satisfied that the practice is itself wholly in the interest of consumers.
12. Consumers' Association does a great service in setting out the results of the tests to enable consumers to decide for themselves which product will best fulfil their particular needs. But the choice of a "Best Buy" is liable to cause readers to study the results of the tests less carefully than they otherwise would. Some readers of "Which?", whether subscribers or not, may even be content to rely unquestioningly on Consumers' Association's judgment.
13. It can hardly be denied that the product which Consumers' Association chooses is bound to enjoy, at least temporarily and perhaps for longer than could be justified, a competitive advantage over all other products in the field, whether included in "Which?"s" examination or not, and whether or not the choice is commercially exploited in advertising or otherwise. In short, whatever the intentions of Consumers' Association, the choice does operate as a form of sponsorship. Since Consumers' Association itself admits that its choice is "not absolute", i.e. has no universal validity, we doubt whether the practice of choosing a "Best Buy" is in the interest either of consumers or advertisers.
14. For this reason we consider it would be wrong for the Authority to give support to the Consumers' Association's policy of choosing "Best Buys". If there is anything misleading in quoting the choice of "Best Buy" in advertisements, it is in our view inherent in making the choice, not in quoting it. We consider, therefore, that if a remedy is needed, it lies in the hands of Consumers' Association itself.

GUIDANCE FOR THE CODE OF ADVERTISING PRACTICE COMMITTEE

1. It was suggested to us that since selection by "Which?" when referred to in an advertisement is used as a testimonial, it should not be used without the consent of Consumers' Association. Testimonials, however, are normally provided by satisfied users of goods or services. The reason why the consent of the person who provides a written testimonial has to be obtained before publication is that the copyright belongs to him. That does not appear to be so in the case of "Which?'s" "Best Buy" selections, although it has never been tested in the Courts. Nevertheless, the Authority would have recommended advertisers to obtain, as a matter of courtesy and good business practice, Consumers' Association's consent before referring to a "Which?" "Best Buy" selection, if Consumers' Association were willing to give its consent in appropriate cases.
2. We are informed that last year, with only one exception, all advertisers who made use in advertisements of favourable references to their products in "Which?" willingly altered their copy when approached by Consumers' Association. While it would plainly not be right for the Authority to recommend media not to accept advertisements containing such references, we would express the hope that advertisers will continue to respect Consumers' Association's wishes and refrain from using such references from "Which?" in support of their products.
3. The Authority would also point out that the choice of a "Best Buy" is made at a particular time and may no longer be valid a short time afterwards—for example, if a competitor puts a new or improved product on the market. Thereafter the advertisement for the product which had been chosen as Best Buy might, on a complaint to the Authority, be adjudged misleading.

Summary of Adjudication

1. The Advertising Standards Authority is advised that the copyright in the contents of "Which?" belongs to Consumers' Association and that any reproduction in whole or part of "Which?" without the permission of Consumers' Association would be liable to be construed as an infringement of copyright. Accordingly, the

Authority recommends all advertisers to refrain from quoting extracts from "Which?" without the prior permission of Consumers' Association.

2. The Authority is advised, however, that there is no copyright in the expression "Best Buy", because it is a phrase in common usage and secondly because it is akin to a slogan, in which there can be no copyright. In our view the public recognises that "Best Buy" indicates in general that Consumers' Association has chosen the product as the best value for money among those examined. The Authority concludes therefore that a factual statement by a manufacturer that his product had been selected as "Best Buy" in a well-known consumer magazine is not misleading.

APPENDIX D

THE SYSTEM OF VOLUNTARY CONTROLS IN ADVERTISING

A PUBLICATIONS

1 Codes

British Code of Advertising Practice.

Principles for Television Advertising.

Code of Standards for Advertising—Proprietary Association of Great Britain.

Policy on Acceptance of Advertisements—British Transport Advertising.

Policy on Acceptance of Advertisements—London Transport Advertising.

Code of Practice—Producer House Members of the British Direct Mail Advertisers' Association.

Code of Marketing Practice for Medical Specialities—Association of British Pharmaceutical Industry.

Code of Standards—Display Producers and Screen Printers Association.

Guidance Rules for Hearing Aid Advertising—Society of Hearing Aid Audiologists.

Code of Standards for Advertising on Business Premises.

Code of Standards for Advertising on Business Premises in Scotland.

Regulations of the Farming and Poultry Advertisement Control Board.

Code of Advertising Competition Successes—Society of Motor Manufacturers and Traders.

Code of Standards of Screen Advertising Practice.

2 General

Guidance booklets and leaflets published from time to time by the Advertising Association for general release.

How Advertising Disciplines Itself—published by the Advertising Association.

Notes of Guidance on Television Advertising—I.T.C.A.

B GENERAL ADVERTISING POLICY CONTROL COMMITTEES

British Code of Advertising Practice Committee.

Advertising Advisory Committee of the Independent Television Authority.

C COPY COMMITTEES, ETC.

Advertising Investigation Department Co-ordinating Committee—Advertising Association.

Newspaper Proprietors Association } *Joint Copy Committee.*
Newspaper Society }

Periodical Proprietors Association.

Independent Television Companies Association.

British Poster Advertising Association—Censorship Committee.

Kinematograph Renters' Society.

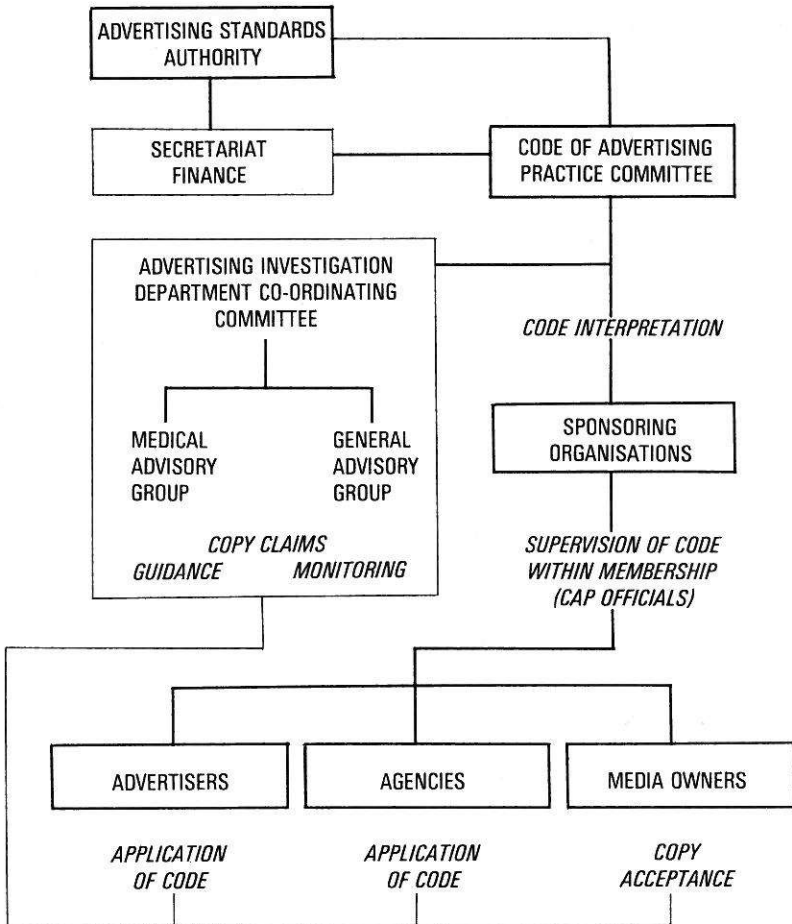
Screen Advertising Association.

Proprietary Association of Great Britain.

Institute of Practitioners in Advertising (Panel of Referees).

Incorporated Society of British Advertisers (Copy Claims Committee).

The organisation of the control system as now established is set out in the chart below.



COMPLAINTS

Any member of the public may complain to the Authority about any advertisement which is contrary to the British Code of Advertising Practice or lacking in taste.

There are no forms to be completed and no set rules of procedure. All that is required is a letter of explanation, together with a copy of the advertisement to which exception is taken. It is not possible for the Authority to act without evidence.

Complaints by telephone will not be acted upon unless they are subsequently confirmed in writing.

Anonymous letters are ignored.

Complaints should be addressed to:

The Advertising Standards Authority Limited,
5 Clement's Inn, London, W.C.2.

PRICE THREE SHILLINGS

Printed in Abingdon at The Three Birds Press Limited