

TRUSTED TRADER

Terms and conditions of scheme membership

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www.trustedtrader.info

1 - TRUSTED TRADER

The Dundee City Council Trusted Trader Scheme is a local business partnership which aims to

- increase consumer confidence
- promote good practice within local businesses
- help to protect citizens from doorstep crime

The Scheme is managed and administered by Trading Standards which is a part of Dundee City Council's Environment Department. The services delivered by member businesses are assessed by their own customers, through a survey system operated by Referenceline Ltd. Customer survey information about member firms is freely available online to all local consumers.

Applications are invited from Dundee based businesses, or businesses who can demonstrate that a significant proportion of their work is conducted in Dundee. The Scheme accepts applications from a wide variety of business sectors.

Scheme membership will be granted to suitable applicants, after vetting in accordance with the acceptance criteria (see appendix 1).

2 - TRADING STANDARDS COMMITMENTS

We will:

1. Provide a fair and impartial service for both traders and consumers.
2. Ensure compliance with consumer protection legislation, and agree to carry out any investigations promptly and fairly.
3. Provide advice on both civil and consumer protection legislation upon request.
4. Assist with staff training where possible.
5. Provide an officer who will act as a point of contact for the business in any dispute, and for the provision of advice and assistance.
6. Provide appropriate advice to the consumer following a complaint. Where the complaint cannot be resolved by the parties involved, either can invoke the dispute resolution process outlined in section 7.
7. Promote the scheme and its members locally.
8. Conduct regular reviews of the scheme, and of these terms and conditions. We reserve the right to change terms and conditions where appropriate.
9. Reserve the right to revoke membership of the scheme where traders pursue a course of business conduct detrimental to consumer's interests, or in conflict with these terms.
10. Reserve the right to publicise the removal of traders from the scheme where appropriate.
11. Provide a comprehensive feedback system through Referenceline that is accessible for both traders and customers.
12. Process members' data fairly and in accordance with the Data Protection Act

3 - BUSINESS CODE OF PRACTICE

Traders shall agree to trade fairly and within the spirit of the law and good business practice.

Members will:

1. Provide Trading Standards with full details of ownership, trading names, premises, staffing levels and trade activities. **Any addresses provided to the public shall be proper addresses capable of being used to contact you by letter**
2. Inform, in writing or by electronic means, Trading Standards of any significant changes to the above within 14 working days of the change.
3. Ensure that all employees and subcontractors are made aware of the scheme and agree to act in accordance with the members obligations under the Scheme.

4. Agree to use the Referenceline system and collect feedback by offering questionnaires (including electronic versions) to all customers and actively encourage their use. Members without feedback in the previous six months will be contacted and advised appropriately. A further period of three months without feedback will result in membership termination.
5. Agree to abide by the terms and conditions of the scheme. Failure to do so will invoke the membership review procedure, (see appendix 2).
6. Pay their annual membership fee within 28 days of the due date (Except for members who pay by Direct Debit), otherwise membership will be revoked.
7. Adequately train their staff for the work they carry out, and keep appropriate training records. These should be available for officers to view on request.
8. Maintain and publicise any registration which is required by law (e.g Gas Safe Register).
9. Deal with complaints promptly, effectively and in accordance with the dispute resolution process, (see section 7).
10. If a business is a member of a trade association which has its own code of practice, the terms of that code should be followed at all times.
11. Provide customers, where appropriate, with a written schedule of works and a written quotation before any work commences. Any change made to this schedule shall be communicated to the consumer before any further work is carried out. Any call out charges must be notified in advance to the consumer.
12. Give customers an invoice or receipt, as soon as practicable after work has been completed, and before payment is sought (excluding any deposit), showing full details of the work carried out, itemising where parts have been supplied, materials used, and labour and other costs.
13. **For contracts of more than just a minor value, ensure that customer deposits to secure a contract shall not exceed 20% of the total contract price. Any staged payments agreed with the customer shall not include the final 10% of the contract which is to be retained by the consumer until after completion of the contract. Reasonable exceptions to this rule will be considered where the member can justify this to Trading Standards**
14. Where appropriate, parts replaced must be left for consumer inspection upon request.
15. Not use second hand or reconditioned parts unless agreed by the consumer prior to the work commencing.
16. **Include VAT in all prices including advertised prices, and where surcharges apply, comply with the Consumer Protection (Payment Surcharges) Regulations 2012 (Law that prevents businesses charging more for payment by cheque or cash other than the direct cost of using that method) Please note you may not make a charge for payment by credit or debit card or any other electronic payment.**
17. Comply with all relevant consumer protection legislation.
18. Not seek customers by cold calling in person at their homes.
19. Adhere to Telephone Preference Service requirements when cold calling prospective customers by telephone.
20. Have and maintain adequate public liability insurance.
21. Co-operate fully with Trading Standards during the course of their activities, and make business records available to Trading Standards for inspection.
22. **Have been trading for at least 6 months prior to application**

4 - GUIDE TO TRADING FAIRLY

General guidelines for firms on meeting the Trusted Trader Scheme commitment to fair and honest trading:

1. All advertisements that are produced in connection with your firm must comply with all relevant advertising legislation.
2. You shall provide in writing, in advance of the contract, full, clear and accurate information regarding key terms and conditions of the contract.
3. You must comply with all applicable legislation, including but not limited to:
 1. The Provision of Services Regulations 2009
 2. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
 3. Electronic Commerce (EC Directive) Regulations 2002
 4. Consumer Protection from Unfair Trading Regulations 2008.
 5. **The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015**
 6. **Consumer Rights Act 2015**
 7. **Consumer Protection Act 1987**
4. When additional guarantees or warranties are offered to consumers, it will be made clear that these are in addition to consumers' statutory rights and are optional. Details will be provided of who is responsible for the guarantee or warranty. There must be no high pressure selling of any additional guarantees or warranties. Upon request, written details of any free guarantee will be provided to the customer.
5. Member firms shall give clear information regarding cancellation rights that customers may have, whether these are statutory or additional rights.
6. All member firms must be committed to providing a quality service to their customers. By joining the Trusted Trader Scheme you are agreeing to comply with the spirit and letter of both the criminal and civil law relating to your business.
7. All member firms must respond to consumer enquiries promptly, even in cases where they are unable to take on work.
8. Member firms must not seek to take advantage of vulnerable consumers, and where it is reasonably practicable, firms shall offer additional assistance to ensure that all aspects of the transaction are fully understood.
9. In the event of a complaint, members should fully cooperate with any appropriate intermediary acting for the consumer, for example family members.
10. Completion and delivery dates shall be agreed in advance. Where a delay has proved unavoidable the consumer shall be given as much notice as possible. Where an agreed delivery date cannot be met then a suitable alternative or appropriate remedy shall be offered to the consumer

5 - SUBCONTRACTING

Where a member subcontracts all or part of any work, then the member must make the subcontractor aware of obligations under these terms and conditions, and must guarantee the work of the subcontractor to the same standard as the member firm. Members must take full responsibility for subcontractors work. **Where a substantial proportion of the work is to be subcontracted the customer should be informed.**

6 - PROMOTION

The words 'Trading Standards Approved', 'Recommended' or any other similar terms must not be used with any reference to membership of the scheme or in conjunction with the logo. Membership of the Scheme must not be promoted until membership is confirmed. On becoming a full member of the Scheme businesses will be issued with:

- A membership certificate to display on their business premises.
- An electronic copy of the Scheme logo.
- Appropriate advertising materials as are available.

If a member leaves the Scheme or membership is revoked, then the use of the logo will cease immediately; all advertising and business documentation must be modified within 14 days of membership ending. Continued use of the logo, any other indication of membership, or any false claims in respect of membership of this Scheme, may constitute an offence and Dundee City Council will consider formal enforcement actions on such occasions.

The words 'Trusted Trader' and the handshake logo is a registered UK Trademark.

7 - DISPUTE RESOLUTION PROCESS

If a consumer is unhappy with any work carried out by a member of the Scheme, the trader must agree to comply with the dispute resolution procedure detailed below. However, if the trader is a member of a trade association [or other body], which has its own code of practice and alternative dispute resolution process, then complaints may be referred to that service for independent adjudication and the Trusted Trader Dispute Resolution Process will not be invoked.

1. Consumers and traders should initially try to resolve complaints through discussion. Any details of the complaint should be made in writing to the other party.
2. If the complaint remains unresolved, either party may contact Trading Standards with details of the complaint.
3. Trading Standards will respond to both parties within five working days.
4. Trading Standards will consider the complaint, and where appropriate provide a recommendation to resolve the dispute.
5. Member firms must agree to communicate fully with Trading Standards staff throughout the process of dealing with any dispute.
6. Members must keep records of disputes for a minimum of one calendar year.
7. Any dispute which cannot be resolved by the above process, can be referred to Ombudsman Services at the discretion of Dundee City Council. Ombudsman Services provide an independent, impartial, and cost effective means to resolve disputes outwith the courts.
8. Disputes which are referred to Ombudsman Services will be dealt with according to their procedures. More information can be found at <http://www.ombudsman-services.org/>
9. Decisions of Ombudsman Services are binding on members. **Consumers are not bound by the decisions of the ADR entity**
10. If at any time, the consultation of an independent expert is required, for example for inspection or testing, agreement will be sought from both parties about the arrangement of such a consultation including payment.

8 - MEMBERSHIP FEES

Trusted Trader membership fees are payable, on a pro rata basis, at the time of initial acceptance on to the Scheme. Thereafter annual fees are payable from the 1st of April each year.

1. These fees are reviewed annually and can be seen at www.trustedtrader.info or by contacting Trading Standards on **01382 436260** or by email trusted.trader@dundeecity.gov.uk
2. Prices include your website entry and data processing for the first 50 feedback forms received per annum. Members may have to pay processing charges for additional forms that are returned for processing.
3. Use of Referenceline mobile device applications is included in the membership fee
4. Use of Ombudsman Services dispute resolution system where necessary is included in the membership fee **subject to the following restriction. In the event that a member is taken to ADR on more than one occasion within the same year of membership, that case referral fee may be charged to the member by Dundee City Council. The case referral fee shall be payable within 28 days of the written request. Failure to pay this fee within the timescale may result in the membership review procedure being invoked (details in appendix 2)**
5. Access to the Trusted Trader website is free to consumers.
6. Where membership is revoked, or a member withdraws from the scheme there will be no refund of any membership fees paid, or reimbursement made in respect of advertising material or documentation. In addition there will no reimbursement of costs incurred by the business as a result of removal or withdrawal from the scheme

9 - APPEAL PROCESS

If an applicant is refused access to the scheme or a current member has had their membership revoked then an appeals procedure is in place.

To start this process the applicant should write to:

**Dundee City Council
Service Manager Regulatory Services
Neighbourhood Services
3 City Square
Dundee DD1 3BA**

1. Appeals must be received in writing within 28 days of membership being refused or revoked.
2. Appeals will be conducted in writing and may in some cases be conducted by way of a personal Hearing
3. Any costs incurred by the applicant throughout the appeal process will be borne solely by the applicant.
4. The decision of the Service Manager Regulatory Services will be binding on all parties concerned, and the findings will be explained to the applicant in writing within 14 days of receipt of the appeal **or within 14 days of the date of the hearing, whatever is later.**
5. If you are dissatisfied with that decision, you may be able to raise a complaint through Dundee City Council's Corporate Complaints Procedure, **details of which will be provided in the decision outcome communication.**
6. **If an applicant is unsuccessful in their application to join the scheme or membership is revoked, then they will be eligible to apply to re-join the scheme once any remedial action has been carried out, or after the time imposed by Trading Standards, whichever is the later.**

Trusted Trader Scheme

Appendix 1

ACCEPTANCE CRITERIA

1. Trading Standards will assess whether the applicant is suitable for membership. If Trading Standards consider the applicant unsuitable for membership, the applicant will not be admitted to the Scheme.
2. An applicant may be considered unsuitable for membership if, in Trading Standards' opinion:
 - a. There is an unacceptable risk that the applicant's customers might suffer loss, detriment or a poor experience.
 - b. The applicant presents an unacceptable risk to others, for example suppliers or the general public.
 - c. The applicant's membership might bring the Scheme, Trading Standards or Dundee City Council into disrepute or otherwise be inconsistent with any aspect of the scheme or with any aspect of Trading Standards' functions.
3. Appropriate checks will be carried out to determine the suitability of an applicant and these include (but are not limited to):
 - a. Consumer complaints
 - b. Any action taken by Trading Standards including advisory or enforcement action
 - c. Trading history
 - d. Trade association membership
 - e. Public liability insurance
 - f. Database searches including any publicly available information
 - g. Verification of information supplied by the applicant
 - h. Inspection or audit of any aspect of the applicant's business, including premises, procedures, processes, products, documents and records
 - i. Interviews with the applicant
 - j. Customer references, surveys or interviews
4. For the purposes of assessing suitability, we may request information from **and share your information with** other enforcement authorities and any other relevant person or organisation we deem necessary. **This includes active monitoring of complaints logged with organisations such as Citizens Advice Consumer Services**
5. **Once there are a minimum of five live feedbacks on the website trustedtrader.info then, subject to all other criteria, the applicant will become a full Trusted Trader member and will be invited to attend a meeting with a member of Trading Standards staff.**
6. **Applicants will not be accepted on to the scheme until any actions required by Trading Standards following assessment or audit are completed. These shall be done within 28 days of request. Examples include amendments to paperwork or changes in the business working practices and procedures.**
7. **After 12 months membership to Trusted Trader, some or all of the acceptance criteria above may be used to determine ongoing suitability for membership of Trusted Trader. Whilst Trading Standards are carrying out any checks they deem necessary, your membership will continue to run.**

Trusted Trader Scheme

Appendix 2

MEMBERSHIP REVIEW PROCEDURE

1. Where Trading Standards have reason to suspect or believe that a Member may be in breach of the terms and conditions or is no longer suitable to be a member, this procedure will be used.
2. Where a suspected breach is considered to constitute a significant risk of harm to consumers, to others or to the scheme, membership may be suspended with immediate effect for up to 28 days by giving notice to the Member.
3. The Member will be notified of any suspected breach promptly, unless early notification might prejudice any related investigation
4. Trading Standards will make enquiries to establish the extent and nature of any actual breach. **The member must cooperate fully with the investigator including, where requested, being available to meet, provide paperwork, allow access to the business premises and provide an explanation of events. This must be carried out in a timeous manner, within any deadlines reasonably set by the investigator. Failure to do so could result in membership being suspended until the completion of the investigation and review process.**
5. If a breach is found, one or all of the following sanctions may be imposed on the member
 - Written warning
 - Suspension from the scheme
 - Revocation of membership
6. In certain circumstances, the Member may be given the opportunity to remedy any breach prior to a sanction being imposed. **This may include (but is not limited to):**
 - Reimburse the consumer**
 - Retraining**
 - Requirements to join a professional body**
 - Giving undertakings as to future conduct**
 - New business procedures being introduced**
 - Extra feedback requirements**
 - Additional monitoring by Trading Standards**
7. Dundee City Council reserves the right to publicise the details of any sanction where appropriate.
8. This procedure, and any action taken or decision made under it, shall not affect any other action which might also be taken as a result of the members conduct or alleged conduct including:
 - Enforcement action by any Trading Standards authority or any other enforcement body.
 - Disciplinary action by any trade association or similar body.
 - Referral to Ombudsman Services
 - Civil proceedings by a consumer, customer or supplier.
9. **In the event that membership is terminated, no refund of the membership fee is due to the member.**