

Trusted Trader terms and conditions

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TRUSTED TRADER

www.trustedtrader.scot

1. TRUSTED TRADER

The East Lothian 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 Trusted Directory Services Ltd (TDS) on behalf of East Lothian Council's Trading Standards Service. The services delivered by member businesses are assessed by their own customers, through a survey system operated by TDS. Customer survey information about member firms is freely available online to all local consumers.

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

Scheme membership will be granted to suitable applicants, after vetting in accordance with Acceptance Criteria. These are attached as Appendix 1.

2. TRADING STANDARDS COMMITMENTS

We will:

1. Provide a fair and impartial service in all dealings with both traders and consumers.
2. Ensure members compliance with consumer protection legislation, through advice, support and if necessary formal enforcement action.
3. Provide advice on both civil and consumer protection legislation upon request.
4. Support promotion of the scheme and its members.
5. Conduct regular reviews of the scheme and of these terms and conditions. We reserve the right to change terms and conditions where appropriate.
6. Reserve the right to revoke membership of the scheme where traders pursue a course of business conduct detrimental to consumers' interests, or in conflict with these terms.
7. Reserve the right to publicise the removal of traders from the scheme where appropriate.
8. Encourage customers to provide feedback through appropriate TDS mechanisms.
9. Process members' data fairly and in accordance with the Data Protection Act 1998.

3. TRUSTED DIRECTORY SERVICES LTD COMMITMENTS

We will:

1. Provide a fair and impartial service in all dealings with both traders and consumers.
2. Agree to carry out any investigations promptly and fairly.
3. Provide a point of contact for the business in any disputes, or for the provision of advice and assistance.
4. Provide appropriate advice to the consumer following a complaint to the service. Where the matter cannot be resolved informally, either party can invoke the dispute resolution process (See section 8 of these terms and conditions for details).
5. Provide an appropriate level of promotion of the scheme and its members.
6. Conduct regular reviews of the scheme and of these terms and conditions. We reserve the right to change terms and conditions where appropriate.
7. 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.
8. Reserve the right to publicise the removal of traders from the scheme where appropriate.

9. Provide a comprehensive feedback system with online and pre-printed paper options that is accessible for both traders and customers.
10. Process members' data fairly and in accordance with the Data Protection Act 1998.

4. BUSINESS CODE OF PRACTICE

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

Members shall:

1. Provide TDS with full details of ownership, trading names, premises, staffing levels and trade activities.
2. Inform TDS of any significant changes to the above within 14 working days of the change. Simply updating your details on your profile on trustedtrader.scot will suffice.
3. Ensure that all employees and any 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 TDS feedback system and collect feedback by offering questionnaires (including electronic and printed version) to all customers and actively encourage their use.
5. Members without at least two customer feedbacks in the previous twelve months will be contacted and advised appropriately. A further period of three months without feedback will result in membership suspension or termination. In circumstances of suspension or termination, no refund will be paid. Membership will cease 12 months after commencement and will not be renewed.
6. Agree to abide by the terms and conditions of the scheme. Failure to do so will invoke the Membership Review procedure (At Appendix 2).
7. 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.
8. Adequately train their staff for the work they carry out, and keep appropriate training records. These should be available for Trading Standards' officers to view on request.
9. Maintain and publicise any registration which is required by law (e.g. Gas Safe Register).
10. Deal with complaints promptly, effectively and in accordance with the dispute resolution process.
11. Where you are a member of a trade association, which has its own code of practice, the terms of that code and any Alternative Dispute Resolution ("ADR") processes shall be followed at all times that you are a member of such an association. Trusted Trader ADR will only be invoked where there is no other suitable ADR process available.
12. 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 customer before any further work is carried out. Any call out charges must be notified in advance to the customer.
13. Give customers an invoice or receipt showing full details of work carried out, itemising where parts have been supplied, materials used, labour and other costs.
14. Leave all parts replaced for customer's inspection upon request.
15. Not use second-hand or reconditioned parts unless agreed by the customer prior to the work commencing.
16. Only charge a fair and reasonable price for work carried out. Include VAT in all prices including advertised prices, and where surcharges apply, comply with The Consumer Rights (Payment Surcharges) Regulations 2012 (Law that prevents businesses charging more for payment by cheque, credit or debit cards, etc. than the direct cost of using that method).
17. 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 to be paid until after completion of the contract, subject to criterion 18 below. Reasonable exceptions to this rule will be considered where the member can justify this to Trading Standards.

18. For contracts of more than just a minor value, customers shall be given time to make final payment, not being less than 7 days from the completion of the service.
19. Comply with all relevant consumer protection legislation.
20. Not engage in cold calling of customers either by home visits or by telephone.
21. Have and maintain adequate public liability insurance.
22. Have and maintain adequate employers' liability insurance, where required.
23. Co-operate fully with TDS and Trading Standards during the course of their activities, and make business records available to Trading Standards for inspection.
24. Have been trading for at least six months prior to application.
25. Follow and abide by the Membership Review Procedure. This procedure is attached as Appendix 2.
26. In the event that your membership is cancelled, terminated or lapses, cease to claim to be a Trusted Trader immediately. All written materials (including paperwork, vehicles and digital) containing any claims to be a member of Trusted Trader (including logos) shall cease to be used as soon as possible, and in any case within 28 days of the end of your membership.

5. REQUIREMENT TO TRADE FAIRLY

General requirements 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. Any discounts and promotions offered must be genuine (e.g. products should not be sold at a loss to entice customers). Discounts should be avoided on the service element of a contract.
2. Where appropriate, 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:
 - The Provision of Services Regulations 2009
 - The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("ICAC Regulations")
 - Electronic Commerce (EC Directive) Regulations 2002
 - Consumer Protection from Unfair Trading Regulations 2008
 - The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015
 - Consumer Rights Act 2015
 - Consumer Protection Act 1987
4. When an additional guarantee or warranty is offered to customers, 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. Written details of any guarantee or warranty shall be provided to Trading Standards' officers and TDS on request.
5. Member firms shall give clear information regarding cancellation rights that customers may have, whether these are statutory or additional rights. These rights must be given in the format required by the ICAC Regulations.
6. All member firms must respond to customer enquiries promptly, even in cases where they are unable to take on work.
7. All member firms must be committed to dealing with customers in a courteous and professional manner in 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.
8. Member firms must not seek to take advantage of vulnerable consumers, and where it is

reasonably practicable, firms shall offer additional assistance to customers to ensure that all aspects of the transaction are fully understood by them.

9. In the event of a complaint, you should fully cooperate with any appropriate intermediary acting for the consumer (For example, TDS).
10. Completion and delivery dates shall be agreed in advance. Where a delay has proved unavoidable the customer shall be given as much notice as possible. Where an agreed delivery date cannot be met then a suitable alternative or appropriate remedy (Such as a full refund) shall be offered to the customer.

6. 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 sub contracted the customer should be informed.

7. PROMOTION

The words 'Trading Standards Approved', 'Recommended' or any other similar terms must not be used.

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 shall cease immediately; all advertising and business documentation must be modified within 28 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 East Lothian Council will consider formal enforcement action on such occasions.

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

Any photograph, logo, brand or similar should only be displayed on Trustedtrader.scot or any other website with the express permission of the copyright holder.

8. 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 another Alternative Dispute Resolution (ADR) service through a Trade Association or other body, complaints may be referred to that service for independent adjudication and the Trusted Trader Dispute Resolution Process will not be invoked.

East Lothian Council is using the facilities of Ombudsman Services Ltd (The "ADR entity") to handle any disputes between Trusted Trader members and customers, where these cannot be resolved at an early stage. Members are subject to the procedure and requirements of Ombudsman Services Ltd, which can be found [here](#).

Dispute resolution process:

1. Customers should try to resolve the complaint directly with the trader in the first instance. Any details of the complaint should be made in writing to the trader (Either email or letter is acceptable).
2. The trader should send the customer a copy of their complaints procedure.
3. Once the trader's complaints procedure has been exhausted, the trader must refer the case to TDS. If this is not done in a timely manner, then the customer may refer the matter to TDS.
4. TDS will respond to both parties within five working days.
5. TDS will consider the complaint, and where appropriate provide a recommendation to resolve the dispute.
6. Member traders must agree to communicate fully with TDS staff throughout the process of dealing with any dispute.
7. Members must keep records of disputes for a minimum of one calendar year.
8. Any dispute which cannot be resolved by informal means will be referred back to the trader, who shall send a final deadlock letter, setting out their position and any final offer. At this point, the customer may accept the final offer or take the case to the ADR entity, details of which will be in the letter; or they can take action through the civil courts.
9. Members agree to handle disputes through the Trusted Trader ADR entity and will cooperate with the ADR process.
10. Disputes which are referred to the ADR entity will be dealt with according to their procedures. More information can be found at <http://www.ombudsman-services.org>
11. Decisions of the ADR entity are binding on members. Consumers are not bound by the decisions of the ADR entity.
12. 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.

9. MEMBERSHIP FEES

Trusted Trader membership fees are payable at the time of application to the Scheme. Annual fees are payable from the date that you are accepted on to the scheme.

1. These fees are reviewed annually and are currently £240 including VAT for a 12 month membership of the scheme.
2. The price includes your website entry, data processing for any electronic and printed feedback forms received, Trading Standards assessment and audit, and promotion of the scheme.
3. Use of Ombudsman Services dispute resolution system where necessary is included in the membership fee.
4. Access to the Trusted Trader website is free to consumers.
5. Where membership is revoked or you withdraw 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 be no reimbursement of costs incurred by your business as a result of removal or withdrawal from the scheme.
6. If you withdraw your application to join the scheme then a refund of the membership fee will only be made if a significant amount of work has not been carried out by TDS and Trading Standards up to that point.

10. APPEAL PROCESS

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

To start this process the applicant should write to:

The Trading Standards Manager
Communities and Partnerships
East Lothian Council
John Muir House
Haddington
EH41 3HA

1. Appeals must be received in writing within 28 days of membership being refused or revoked.
2. Appeals will be conducted by way of correspondence and may in some cases be conducted by the way of a personal hearing.
3. Any costs incurred by the applicant throughout the appeal process shall be borne solely by the applicant.
4. The decision of the Trading Standards Manager 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.
5. If you are dissatisfied with that decision, you may be able to raise a complaint through the East Lothian Council's Corporate Complaints Procedure.

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. Applicants must be able to demonstrate a six month trading history.
3. 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, Trusted Directory Services Ltd, Trading Standards or East Lothian Council into disrepute or otherwise be inconsistent with any aspect of the scheme or with any aspect of Trading Standards' functions.
4. Appropriate checks will be carried out to determine the suitability of an applicant and these might 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 and employers' liability insurances
 - f. Database searches, including law enforcement databases
 - 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
 - k. Credit checks with one of the recognised UK credit reference agencies.
5. For the purposes of assessing suitability, we might request information from other enforcement authorities and any other relevant person or organisation we deem necessary.
6. Once there are a minimum of five feedbacks then, subject to all the other criteria, the applicant will become a member and go live on the Trusted Trader website. A welcome pack will then be sent out and you can promote yourself as a Trusted Trader. However, if there are insufficient feedbacks, then the applicant will be contacted via email and given a period of 28 days to generate a minimum of five feedbacks.
7. Applicants shall make themselves available for audit within 28 days of being contacted by Trading Standards, following a successful initial assessment.
8. 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 the request. Examples include amendments to paperwork or changes in the business's working practices and procedures.
9. If the applicant fails to comply with 6, 7 or 8 above, or if at any time during the application or renewal process reasonable attempts are made to contact the applicant or member and there is no response within 28 days from the first attempt or last communication (whichever is later), then written notice will be given that the application or renewal will be terminated within 14 days if no further contact is received. In this case a refund will not be made. After this time, you will then have to reapply to the scheme as a new member. Refunds will only

be granted at the discretion of the Trading Standards Manager, in exceptional circumstances.

10. After 12 months subscription to Trusted Trader, some or all of the acceptance criteria above may be used to determine your ongoing suitability for membership of Trusted Trader. Whilst Trading Standards are carrying out any checks they deem necessary, your membership will continue to run.
11. In the event that Trading Standards deem you are no longer suitable to remain a Trusted Trader, your membership will be terminated and a full refund of your renewal fee will take place, subject to criterion 9 above.

Deleted: <#>If the applicant fails to comply with 6, 7 or 8 above within the stated 28 days, then the subscription will start at this time but you will not go live on the website and you may not claim to be a member of Trusted Trader. The applicant shall receive monthly reminders until the end of the 12 month subscription period. After this time, you will then have to reapply to the scheme as a new member. Refunds will only be granted at the discretion of the Trading Standards Manager, in exceptional circumstances.¶

Deleted: 12 below

Deleted: <#>If Trading Standards and TDS cannot progress your renewal due to the reasons stated in criteria 6, 7 or 8, then criterion 9 will apply and a refund will not be made.¶
<#>If at any time during the application or renewal process reasonable attempts are made to contact the applicant or member, and there is no response within 90 days from the first attempt or last communication (Whichever is later), then written notice will be given that the application or renewal will be terminated within 14 days, if no further contact is received. In this case a refund will not be made.¶

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 customers, to others or to the scheme, membership may be suspended with immediate effect for as long as necessary, by giving notice to the member. This is to allow investigation to take place.
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 after investigation, one or more of the following sanctions may be imposed on the member:
 - Written warning
 - Suspension from the scheme until such time as decided by the Trading Standards Manager, in order that the member can take corrective action
 - Revocation of membership
6. In certain circumstances, the Member may be given the opportunity to remedy any breach prior to a sanction being imposed.
7. Corrective action might include (but is not limited to):
 - Retraining
 - Requirement to join a professional or similar body
 - Giving undertakings as to future conduct
 - New business procedures being introduced
 - Extra feedback requirements
 - Additional monitoring by TDS or Trading Standards
8. East Lothian Council reserves the right to publicise the details of any sanction where appropriate.
9. 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 member's 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.
 - Civil proceedings (including alternative dispute resolution) by a consumer, customer or supplier.
10. In the event that membership is terminated, no refund of the membership fee is due to the member.
11. The appeals process detailed in section 10 of the terms and conditions applies to any decision made under this procedure.