

T&C's pre-15th July 2016

Trusted Trader terms and conditions

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TRUSTED TRADER

www.trustedtrader.scot

1. TRUSTED TRADER

The City of Edinburgh 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 Trading Standards which is a part of City of Edinburgh Council's Services for Communities Department. 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 Edinburgh based businesses, or businesses who can demonstrate that a significant proportion of their work is conducted in Edinburgh. 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 Annex 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 consumer's 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, either party can invoke the dispute resolution process. Where appropriate we may recommend arbitration through a trade association, or ombudsman.
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 will:

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.
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 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.
6. Agree to abide by the terms and conditions of the scheme. Failure to do so will invoke the Membership Review procedure.
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. If a business is a member of a trade association which has its own code of practice, the terms of that code and any arbitration processes will be followed at all times.
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 consumer before any further work is carried out. Any call out charges must be notified in advance to the consumer.
13. Give customers an invoice or receipt showing full details of work carried out, itemising where parts have been supplied, materials used, and labour and other costs.
14. Leave all parts replaced 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 Rights (Payment Surcharges) Regulations 2012 (Law that prevents businesses charging more for payment by cheque, credit or debit cards, etc than it costs the business for using that method).
17. Comply with all relevant consumer protection legislation.
18. Not engage in cold calling of customers either by home visits or by telephone.
19. Have and maintain adequate public liability insurance.
20. Have and maintain adequate employers' liability insurance, where required.
21. Co-operate fully with TDS and Trading Standards during the course of their activities, and make business records available to Trading Standards for inspection.
22. Member firms must have been trading for at least six months prior to application.
23. Members will follow and abide by the Membership Review Procedure. This procedure is attached as Annex 2.

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.
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
 - Electronic Commerce (EC Directive) Regulations 2002
 - Consumer Protection from Unfair Trading Regulations 2008.
4. When an additional guarantee or warranty is offered to consumers, it will be made clear that these are in addition to the 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.
6. All member firms must respond to consumer enquiries promptly, even in cases where they are unable to take on work.
7. 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.
8. Member firms must not seek to take advantage of vulnerable consumers, and where it is reasonably practicable, firms shall offer additional assistance to consumers 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 consumer 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 consumer.

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 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 The City of Edinburgh Council will consider formal enforcement actions on such occasions.

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

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 an Alternative Dispute Resolution Service such as a Trade Association, Ombudsman or Code of Practice, complaints may be referred to that Service for independent adjudication and the Trusted Trader Dispute Resolution Process will not be invoked.

1. Consumers should try to resolve the complaint directly with the trader. Any details of the complaint should be made in writing to the trader (Either email or letter is acceptable).
2. If the complaint remains unresolved, either party may contact TDS with details of the complaint.
3. TDS will respond to both parties within five working days.
4. TDS will consider the complaint, and where appropriate provide a recommendation to resolve the dispute.
5. Member firms must agree to communicate fully with TDS staff throughout the process of dealing with any dispute.
6. Members must keep records of disputes for a minimum of one calendar year.
7. Notwithstanding the above, any dispute which cannot be resolved by informal means can be referred to Ombudsman Services Ltd. 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.
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.

9. MEMBERSHIP FEES

Trusted Trader membership fees are payable at the time of initial acceptance onto the Scheme. Thereafter annual fees are payable from that date each year.

1. These fees are reviewed annually and can be seen at www.trustedtrader.scot or by contacting Trading Standards on 0131 529 3030. (TS Website page address)
2. Prices include your website entry and data processing for any electronic and printed feedback forms received.
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 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.

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
Community Safety
Services for Communities
City of Edinburgh Council
Business Centre 2.02
East Neighbourhood Centre
101 Niddrie Mains Road
Edinburgh
EH16 4DS

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 the 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 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 City of Edinburgh Council's Corporate Complaints Procedure.

Annex 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 The City of Edinburgh 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 may 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 applicants' 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 may request information from other enforcement authorities and any other relevant person or organisation we deem necessary.
6. Acceptance on to the scheme will only be confirmed once an adequate level of positive feedback has been received by TDS. You are not entitled to claim membership of the scheme in any way until full membership is granted. Currently you are required to have at least 5 customer feedback forms returned to TDS before you can become a member.

Annex 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. 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.
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. The City of Edinburgh 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.
 - Civil proceedings (including alternative dispute resolution) 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.
10. The appeals process detailed in section 10 of the terms and conditions applies to any decision made under this procedure.