



Terms and Conditions

TRUSTED TRADER

www.fifedirect.org.uk/trustedtrader



CONTENTS

Trusted Trader	3
Acceptance Criteria	3
Trading Standards Commitments	4
Business Code of Practice	5
Guide to Trading Fairly	6
Subcontracting	7
Promotion	8
Dispute Resolution Process	8
Membership Review	9
Membership Fees	10
Appeal Process	10

TRUSTED TRADER

www.fifedirect.org.uk/trustedtrader

TRUSTED TRADER

The Fife 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 Fife Council's Trading Standards team. 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 Fife based businesses, or businesses who can demonstrate that a significant proportion of their work is conducted in Fife. The Scheme accepts applications from businesses which are in the home improvement trades, other household related services and the motor trade.

Scheme membership will be granted to suitable applicants in accordance with the Acceptance Criteria.

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 Fife Council into disrepute or otherwise be inconsistent with any aspect of the scheme or with any aspect of Trading Standards' functions.
3. Applicants must be able to demonstrate a 12 month trading history.
4. 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 applicants business, including premises, procedures, processes, products, documents and records
 - i) Interviews with the applicant
 - j) Customer references, surveys or interviews
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. Initial acceptance on to the scheme will be as a provisional member until an adequate level of positive feedback has been received. Provisional members are not entitled to claim membership of the scheme in any way until full membership is granted.

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 if required, and where resources permit.
5. Nominate an officer that will act as a liaison officer for the business in any dispute and the contact point for the provision of advice and assistance.
6. Provide appropriate advice to the consumer following a complaint to the service. Where the complaint cannot be resolved, either party can invoke the dispute resolution process.
7. Provide an appropriate level of promotion of the scheme and its members.
8. Conduct regular reviews of the scheme and of these terms and conditions. We reserve the right to change the 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 member's data fairly and in accordance with the Data Protection Act.
4. 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 regular feedback may be subject to the membership review process.
 5. Agree to abide by the terms and conditions of the scheme. Failure to do so will invoke the membership review process.
 6. Pay their annual membership fee within 28 days of the due date (1st April), 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 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.
 10. If a business is a member of a trade association which has its own code of practice, the terms of that code and any

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.
2. Inform 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

arbitration processes will 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 showing full details of work carried out, itemising where parts have been supplied, materials used, and labour and other costs.
13. Where appropriate, parts replaced must be left for the consumer's inspection upon request.
14. Not use second hand or reconditioned parts unless agreed by the consumer prior to the work commencing.
15. Include VAT in all prices including advertised prices.
16. Comply with all relevant consumer protection legislation.
17. Not seek customers by cold calling in person at their homes.
18. Adhere to Telephone Preference Service requirements when cold

calling prospective customers by telephone.

19. Have and maintain adequate public liability insurance.
20. Co-operate fully with Trading Standards during the course of their activities, and make business records available to Trading Standards for inspection.

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. Where appropriate, you shall provide, in advance of the contract, clear and accurate information regarding key terms and conditions of the contract.
3. Consumer contracts should comply with all applicable legislation.
4. You must include on your website, and in the general terms and conditions of your customer contracts, the name and website address of Ombudsman Services, as the ADR entity you are obliged to use as a Trusted Trader

member. Namely <http://www.ombudsman-services.org/>.

5. 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.
6. Where appropriate, full written information concerning the contract should be provided to the consumer.
7. Member firms shall give clear information regarding cancellation rights that customers may have, whether these are statutory or additional rights.
8. 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.
9. All member firms must respond to consumer enquiries promptly, even in

cases where they are unable to take on work.

10. 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.
11. In the event of a complaint, members should fully cooperate with any appropriate intermediary acting for the consumer.
12. 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.

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.

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. Provisional members are not entitled to promote their membership of the Scheme. On becoming a full member of the scheme we will issue:

1. A membership certificate to display on their business premises.
2. An electronic copy of the Scheme logo.
3. 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 Fife Council will consider formal enforcement action on such occasions.

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 process 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, 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 this process can be referred to Ombudsman Services at the discretion of Fife 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.
 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.
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, one or all of the following sanctions may be imposed on the member
 - a) Written warning
 - b) Suspension from the scheme
 - c) 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. Fife 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:
 - a) Enforcement action by any Trading Standards authority

MEMBERSHIP REVIEW

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.

or any other enforcement body.

- b) Disciplinary action by any trade association or similar body.
- c) Civil proceedings (including alternative dispute resolution) by a consumer, customer or supplier.
- d) Referral to Ombudsman Services.

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.fifedirect.org.uk/trustedtrader** or by contacting Trading Standards on **01592 583141**.
- 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.

- 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.

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:

**Senior Manager
Protective Services
Kingdom House
Kingdom Avenue
Glenrothes
KY7 5LY**

- 1. Appeals must be received in writing by the Senior Manager 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 Senior Manager will be binding on all parties concerned, and the findings will be explained to the applicant in writing.
5. If, after receiving the decision of the Senior Manager, you are dissatisfied with that decision, you may be able to raise a complaint through Fife Councils' Corporate Complaints Procedure.

TRUSTED TRADER

www.fifedirect.org.uk/trustedtrader





TRUSTED TRADER

www.fifedirect.org.uk/trustedtrader



Protective Services
Trading Standards
Kingdom House
Kingdom Avenue
Glenrothes
KY7 5LY



Revised
March 2016

