

# TRUSTED TRADER SCHEME

## Terms & Conditions

1. Prices include 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.
2. Use of Referenceline mobile device applications is included in the membership fee.
3. Access to the trusted Trader website is free to consumers.
4. Where membership is revoked, or a member withdraws from the scheme there will be no refund of any membership fees paid or reimbursement of costs incurred by the business as a result of removal or withdrawal from the scheme.

### 9 APPEAL PROCESS

An appeal process is available to applicants who have been refused membership or for members whose membership has been revoked.

Any decision to either refuse or revoke membership by the Trading Standards Service will be communicated in writing to the business concerned. Reasons for the decision will be given, along with information about how to appeal against it.

To start the process the applicant should write to:

Trusted Trader  
Trading Standards  
Planning and Environment Services  
Dumfries and Galloway Council  
Municipal Chambers  
75 Buccleuch Street  
Dumfries DG1 2AD

1. Any Appeals must be made in writing within 28 days of membership being refused or revoked. Appeals made after 28 days will not be heard and the applicant will be deemed to have given up their right to appeal.
2. Appeals will be conducted in writing and may in some cases be conducted by way of a personal hearing this however is at the discretion of the appeals panel.
3. A dedicated Trusted Trader Appeals Panel will be responsible for overseeing the appeal. This panel exists to be an impartial body that can make a final decision to settle any disputable that exists regards membership being refused or revoke.
4. Any costs incurred by the applicant throughout the appeals process will be borne solely by the applicant.
5. The decision of the Appeals Panel will be binding on all parties concerned and the findings will be explained to the applicant in writing within 28 days of receipt of the appeal.
6. If you are still dissatisfied with the decision, you maybe appeal to the Scottish Public Services Ombudsman.

### 10 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 Members.

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
  - Written warning
  - Suspension from the Scheme
  - Revocation of membership
6. In certain circumstances, the Member maybe giving the opportunity to remedy any breach prior to sanction being imposed.
7. Dumfries and Galloway 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 the 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.

### 11 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 if:
  - There is an unacceptable risk that the applicant's customers might suffer loss, detriment or poor experience.
  - The applicant presents an unacceptable risk to others, for example suppliers or the general public.
  - The applicant's membership might bring the Scheme, Trading Standards or Dumfries and Galloway 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 may include (but are not limited to):
  - Consumer complaints
  - Any action taken by Trading Standards including advisory or enforcement action
  - Trading history
  - Trade association membership
  - Public Liability insurance
  - Database searches
  - Verification of information supplied by the applicant
  - Inspection or audit of any aspect of the applicant's business, including premises, procedures, processes, products, documents and records.
  - Interviews with the applicant
  - Customer references, surveys or interviews
4. For the purposes of assessing suitability, we may request information from other enforcement authorities and other relevant person or organisation we deem necessary.



# TRUSTED TRADER

## Terms and conditions of scheme membership

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[www.dumgal.gov.uk/trustedtrader](http://www.dumgal.gov.uk/trustedtrader)

### 1 TRUSTED TRADER

The Dumfries and Galloway Council Trusted Trader Scheme is a local business partnership which aims to:

- Increase consumer confidence
- Promote good practice within local businesses
- Help to protect people from doorstep crime

The Scheme is managed and administered by Trading Standards which is a part of Dumfries and Galloway Council's Economy, Environment and Infrastructure. The services delivered by member businesses are assessed by their own customers, through a survey feedback system. Customer survey information about member firms is freely available online to all local consumers.

Applications are invited from Dumfries and Galloway based businesses or businesses who can demonstrate that a significant proportion of their work is conducted in Dumfries and Galloway. 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 appended to these terms and conditions.

### 2 TRADING STANDARDS COMMITMENTS

Dumfries and Galloway Council's Trading Standards Team will:

1. Provide 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 to the service. Where the complaint cannot be resolved, either party can invoke the dispute resolution process. Where appropriate we may recommend arbitration through a trade association, ombudsman or Court action.
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 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 that is accessible for both traders and customers.
12. Process members' data 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.
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 agree to act in accordance with the members' obligation under the Scheme.
4. Agree to use the feedback 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 may 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, appended to these terms and conditions.
6. 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.
7. Maintain and publicise any registration which is required by law ( e.g Gas Safe Register ).
8. Deal with complaints promptly, effectively and in accordance with the dispute resolution process.
9. 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.
10. Provide customers, where appropriate, with a written schedule of works and 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 consumer.
11. Give customers an invoice of receipt showing full details of work carried out, itemising where parts have been supplied, materials used, and labour and other costs.
12. Where appropriate, make available any parts that have been replaced for consumers on request. Not use second hand or reconditioned parts unless agreed by the consumer prior to the work commencing.
13. Include VAT in all prices including advertised prices, and where surcharges apply, comply with the relevant consumer protection legislation.

14. Not seek customers by cold calling in person at their homes.
15. Adhere to Telephone Preference Service requirements when cold calling prospective customers by telephone.
16. Have and maintain adequate public liability insurance.
17. Co- operate fully with Trading Standards during the course of their activities, and make business records available to Trading Standards for inspection.
18. Failure to comply with any of the above terms may result in an investigation by Trading Standards and potential termination of membership.

### 4 GUIDE TO TRADING FAIRLY

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

1. All advertisements that are produced in connection with your firm must comply with all 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.
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 additional guarantees or warranties. Upon request, written details of any free guarantee will be provided to the consumers.
5. Member firms shall give clear information regarding cancellation rights that consumers 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 co-operate with any appropriate intermediary acting for the consumer.
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.

### 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, 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 Trading Standards 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 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 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 investigate the complaint and mediate between both parties to attempt to resolve any issues. Member firms must agree to communicate fully with Trading Standards staff throughout the process of dealing with any dispute.
5. Members must keep records of disputes for a minimum of one calendar year.
6. If at any time, the consultation of an independent expert is required for example for inspections or testing, agreements will be sought from both parties about the arrangement of such a consultation including payment.

### 8 MEMBERSHIP FEES

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

These fees are revised annually and can be viewed at [www.dumgal.gov.uk/trustedtrader](http://www.dumgal.gov.uk/trustedtrader) or by contacting Trading Standards on 030 33 33 3000.