

ANGUS REPUTABLE TRADER SCHEME

Code Of Practice



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Plumbers

Mechanics

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Joiners

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Car

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Beauty salons

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Pubs

Angus Reputable Trader Scheme Code of Practice

Introduction

This scheme has been introduced by Angus Council's Trading Standards Service with the co-operation of Tayside Police and the Federation of Small Businesses, with the intention of establishing the highest standards of commercial behaviour by businesses in Angus.

The scheme is open to all businesses that have their place of business in Angus and those who trade in Angus.

Membership is intended to demonstrate a commitment by the businesses to a fair, honest and safe trading environment and a commitment by trading standards and the police to support member businesses to those ends.

The scheme includes access to the Angus Reputable Trader Adjudication Service. The adjudication service is designed and operated independently by the Chartered Institute of Arbitrators as a flexible and speedy mechanism for resolving difficult disputes without recourse to the courts.

Where a member of the scheme is a limited company or limited partnership or partnership all directors or partners are understood to have agreed to this scheme.



A What Members agree to do

- 1 Members will be committed to providing quality services to their customers. Members agree to comply with both the letter and the spirit of the civil and criminal law and obligations.

This includes the law relating to product and environmental safety, fair trading, consumer credit, prices, sales techniques as well as weights and measures.

All members agree to comply with any relevant code of practice or legislation which relates to advertising via any medium.

- 2 Members will agree to join the Age Restricted Sales Initiative.
- 3 Members will provide trading standards with the details of ownership, staffing, premises and trade activities of the business and agree to full co-operation with the Trading Standards Service and any intermediary consulted by a consumer (e.g. solicitor, mediator or advocate).
- 4 Members will ensure that all employees are adequately trained for the work they carry out in relation to relevant civil and criminal law and that they are fully aware of the commitments made by the business relating to this scheme.

Records of staff training will be kept, signed and dated by the staff member concerned and their manager/supervisor.

- 5 Members will undertake to implement the following customer complaints procedure:
 - a. All customers will be dealt with promptly, effectively and courteously, in accordance with good business practice. A person will be nominated to take overall responsibility for the management of customer complaints. First response should be no more than 5 working days from receipt of the complaint.
 - b. If it is not possible to resolve a customer complaint within one month of receipt, the customer will be given a written explanation. The consumer will be given information explaining the matter and will be referred to the Trading Standards Service to assist in reaching a solution by conciliation. The consumer will also be informed of the existence of the adjudication service.
 - c. After the intervention of the Trading Standards Service, a satisfactory conclusion still cannot be reached, the member will agree to use the adjudication service or a recognised trade association scheme (with the agreement of the consumer). If the amount of money involved in a dispute is less than the current upper limit of the small claims procedure, referral to the adjudication service is voluntary for members. Where the amount of money involved is higher than the upper limit for a small claims procedure, referral to the adjudication service will be compulsory.
 - d. The member agrees to accept the result of the adjudication or small claim. If an award is made against a member it will be paid within 28 days, unless an appeal is sought by the member.
 - e. record of any complaint will be kept for one year from its conclusion by the business.
 - f. In any complaint, all members agree to accept the advocacy of a trading standards staff member as a mandated representative to act on the consumers behalf, where a consumer is either vulnerable e.g. elderly, with learning difficulties or other difficulties which mean they can not be considered an average consumer. The Trading Standards Service guarantees that the mediator will not be the case officer who assisted the consumer with their complaint.
- 6 Where businesses are a member of any trade association, which has it's own code of practice, the terms of that code and any general codes e.g. produced in conjunction with the Office of Fair Trading will be followed at all times. If there is a conflict between this code and any other the matter should be reported to the Trading Standards Service.
- 7 Members undertake to acknowledge and respond to advice given to staff by officers from the Trading Standards Service and any other relevant bodies.
- 8 Members agree to display or otherwise make available to customers a leaflet about this scheme which will include a leaflet to enable the customer to contact the Trading Standards Service to register comment of the quality of service received and evaluate the company's performance against a number of criteria. The members shall also make available to the customers copies of the code.

The member agrees that this will be recorded by **www.referenceline.com** and available for the public to view on the internet, libraries and Angus Access.

This feedback will be reviewed along with complaint information and reported to members to facilitate customer care.

- 9 The member agrees to participate in campaigns to raise consumer awareness and to place posters and/or distribute leaflets to assist such campaigns. Such campaigns will be limited to two per annum. Examples may be Crimestoppers, proof of age schemes e.g. Young Scot/Pass, and health promotion e.g. Anti smoking or volatile substance abuse. Such campaigns will be agreed between the statutory partners of the scheme and the Federation of Small Businesses.
- 11 Members will provide appropriate pre-contractual information which is both clear and accessible. This must be available in writing if required. All contractual clauses must not contain unfair terms.
- 12 Clear and accurate information must be given to consumers (this should be provided in writing upon request) prior to completion of contract including:
 - i. a choice of delivery dates and times.
 - ii. agreed completion dates in advance of the conclusion of the contract.
 - iii. advance notice of delays, and where appropriate offer alternatives or compensation.
 - iv. details of any guarantees or warranties, whether free or not and who is responsible for any claims. If there are additional costs then it should be made clear that such guarantees/warranties are optional.
 - v. any legal or additional cancellation rights.

Members will provide accessible, user-friendly and reasonably charged after sales service.

- 13 Members will not undertake cold calling by personal contact to seek business. The use of any high pressure selling technique, particularly in relation to vulnerable consumers or in consumers own homes will be grounds for removal of membership of Angus Reputable Trader Scheme. It is immaterial if the activity is on the member's behalf or other businesses e.g. selling warranties.
- 14 Members accept that compliance with this code is mandatory as a member of the Angus Reputable Trader Scheme.

B What the Trading Standards Service agrees to do

- 1 The Trading Standards Service is committed to providing a fair and impartial service to both consumers and businesses. All information provided by businesses as part of this scheme will be treated as confidential.
- 2 Requests for general information about trading standards laws will be provided to the member within 10 working days.
- 3 The service will provide advice on specific enquiries or particular disputes within 3 working days subject to service demands and complexity of request.
- 4 The service will provide updates on changes in trading law to all members as soon as practicable.
- 5 The advice and guidance provided will be to the best standards of the Trading Standards Service but, as with all legal matters, the final interpretation rests with the courts.

As a result such advice may necessarily change in response to court decisions.
- 6 When required, any advice and guidance given will be confirmed in writing within 10 working days subject to service demands.
- 7 Assistance with staff training will be given as appropriate and where resources permit. It may be necessary for some of this to be done on a cost recovery basis.
- 8 A named officer of the Trading Standards Service will be nominated as the contact point for the provision of advice and assistance to each member.
- 9 If trading standards receives any complaints about a member of this scheme, and the complaint is civil in nature, the complaint will be referred back to the member in the first instance. If the complainant requires anonymity or has already approached you, advice will be given by the service. The member will be informed of the complaint in an agreed manner (e.g. letter, email or fax).



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- 10 Where a member has dealt with a customer complaint in accordance with the approved consumer complaints procedure, above, the Trading Standards Service will assist in resolving the matter with fair and impartial advice to the trader as well as the consumer if this is sought.
 - 11 The Trading Standards Service has a legal duty to investigate any alleged breaches of trading standards legislation. The service will undertake any investigations following enforcement concordat or other service standards that apply. This will be undertaken by an officer other than the contact officer mentioned above. The results of the investigation may then be reported to the Procurator Fiscal.
 - 12 The Trading Standards Service will promote the members of the scheme by ensuring the register of members is available to any member of the public who asks.
 - The information will also be placed on the scheme website.
 - Leaflets will also be available at Angus Council libraries and Access Offices.
 - In addition when pre-shopping advice is sought, by consumers, details of relevant members will be provided.
 - 13 An annual review of the scheme will be undertaken by the Trading Standards Service and the opinions of the members may be solicited at this time and from time to time during the year.
 - 14 If an inspection or audit undertaken by an officer of the Trading Standards Service, does not meet high professional standards, a complaint can be made by contacting ACCESS on 08452 777 778 or by visiting www.angus.gov.uk and selecting complaints from the A-Z guide.
 - 15 The matter will then be investigated by a senior officer and the complainer will be informed of the outcome.

If any advice given by a trading standards representative does not meet high professional standards then this should be drawn to the attention of the Trading Standards Service. The matter will then be investigated by a senior officer and appropriate action taken.
 - 16 Trading standards reserves the right to undertake “mystery shopper” exercises for monitoring purposes.

C Approval Procedure

The procedures for approvals are as follows:-

- 1 An application for approval must be made on the appropriate form. We will acknowledge it within 5 working days of receipt.
- 2 The Trading Standards Service will make an initial contact within 14 days and visit to conduct an assessment within 28 days subject to service demands.
- 3 The assessment will include a visit to business premises and an audit of relevant documents, products, procedures etc.
- 4 Prospective members will agree to the assessment and audit and will co-operate with the auditing officer in providing access to all relevant records and processes.

Note: Trading standards staffs are covered by various professional and legal rules and penalties that prevent disclosure of information to other parties.
- 5 The Trading Standards Service will provide support to help businesses fulfill the qualifying criteria of the scheme and reach a standard of business practice that will allow full membership. Provisional membership will be offered until the business meets the required standards to be awarded full membership or until the application is rejected.
- 6 An analysis of previous complaint held on trading standards and Office of Fair Trading databases will be conducted as part of the assessment process.
- 7 Following achievement of membership a business will receive advice from The Trading Standards Service on the use of the logo, the certificate and the display of customer leaflets.

- 8 In addition to the initial approval, you may be subject to periodic audits and checks by the Trading Standards Service to ensure the requirements of the scheme continue to be met. Members will agree to these inspections and audits and will co-operate with the inspecting officer in providing access to all relevant records and processes. The frequency and depth of audits will be partly based on the **reference-line.com** feedback received by the company, partly by complaints received by trading standards, Consumer Direct and the Consumer Advice Bureau.
- 9 Members agree to notify trading standards of any changes to relevant circumstances which may affect their membership. These may include changes in senior staff, partners, owners and trading standards contacts within the business, new products or services, convictions and any court judgements. This should be done within 10 working days of the change occurring.

D Membership of the Scheme

- 1 Membership is subject to agreement with the above conditions.
- 2 Membership can be given provisionally until the initial audit of the business is undertaken by trading standards and successfully completed. This entitles the member to the benefits of the scheme but does not allow the use of the logo or being listed in the promotional website or any other promotional document.
- 3 Full membership can be applied for once a business has been established one year and can produce to trading standards one year's accounts to confirm this. This does not prevent businesses seeking provisional membership during their first year of trading to avail themselves of the advice that trading standards and the police can offer to new businesses.
- 4 Documentation and logos relating to the scheme may be used by your business in the following way:
 - a. on business premises and vehicles
 - b. on business documentation
 - c. on products and in advertising.

In advertising and marketing, any membership which is limited to a specific branch or branches shall not be used in a way which implies approval of the whole organisation.
- 5 Where a complaint relates to a members conduct or/and compliance with the spirit and letter of the schemes Code of Practice then the service may reconsider the status of membership and may issue one of the following once the complaints has been fully investigated :-
 - A conditions notice containing specific instructions to the member required for membership to continue. The decision of the Trading Standards Service is final.
 - A written warning, breach of which may result in further consideration of the status of membership including consideration of revocation of membership. The decision of the Trading Standards Service is final.
 - A notice of revocation of membership. The Trading Standards Service reserves the right to publish the fact of revocation.
- 6 Should membership be refused, suspended or withdrawn (this would be notified in writing), you will have the right to appeal in writing to the Head of Angus Council's Trading Standards Service whose decision will be given in writing within 14 days. If a member is dissatisfied with this decision then an appeal via Angus Council's complaints procedure can be made and will follow corporate guidelines available from the council's website, **www.angus.gov.uk**.





- 7 All certificates and documentation indicating membership of the scheme shall remain the property of the Trading Standards Service and shall be returned in the event of the membership being withdrawn or ending. In such circumstances all logos must be removed from stationery, vehicles and advertisements etc. within 14 days of membership ending and the logo must be removed from all periodicals i.e. annual directories at the first opportunity.
- 8 Improper use of logos, certificates etc. may constitute a criminal offence. Such allegations would certainly be grounds for the review of membership status and if found to be substantiated would result in withdrawal of membership.
- 9 The words 'trading standards approved' or 'police approved', or any similar terms must not be used with any reference to membership of the scheme or in conjunction with the logo, this would automatically be considered an improper use. It is recommended that members use the term "member of the Angus Reputable Trader Scheme" to denote membership of the scheme.

E Additional Benefits to members

- 1 It is envisaged that the scheme will develop and expand not merely its membership but also the services to its member businesses.
- 2 The Trading Standards Service will co-ordinate, inform and implement any changes within its resources.
- 3 The Trading Standards Service will offer relevant training to members in areas such as new legislation. The training will be offered free where practicable and on a cost recovery basis otherwise.
- 4 The inclusion of members on the existing Tayside VIP scheme to provide an early warning to members of trade scams or other criminal or disreputable activity being undertaken in the area which has been brought to the attention of trading standards or the police.

Fees

- 1 An annual fee for membership of the scheme will be payable to cover the essential running costs of the scheme.
- 2 If the service amends this position there will be six months written notice to all members. If the scheme is terminated or replaced no further use of the logo and membership status may be made. In those circumstances no reimbursement in relation to expenditure or documentation will be made.
- 3 Fees will be reviewed annually.
- 4 The request for payment of the fee annually will be associated with a member feedback questionnaire to allow for the consultation between members and partner agencies. The annual membership fee must be paid within 28 days of the due date, otherwise membership will be cancelled. If a business joins during the financial year a proportionate payment will be due for the remainder of the period.
- 5 Where a business terminates its membership from the scheme no reimbursement of membership fees will be given.
- 6 Where a member is suspended or membership withdrawn no reimbursement of membership fees will be given, unless the business appeal this decision and is successful. In this case a pro rata payment will be made to cover the period of suspension or removal from the scheme.





Contact Details:

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Email: **traderscheme@angus.gov.uk**

Visit: **www.angus.gov.uk/traderscheme**

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