

# TRADING STANDARDS ACCREDITED

## Code of Practice



*Revised: November 2017*

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## Introduction

**Trading Standards Accredited (TSA) aims to build confidence in businesses operating in Telford by promoting high standards and excellent customer service.**

By joining the Scheme, you are making a positive commitment to trade legally and follow the good practice requirements in this code of practice.

Please take the time now to read the following leaflet which will tell you everything you need to know about becoming one of our valued accredited traders.

There's information about entry requirements, your responsibilities as a Trading Standards Accredited member as well as what you'll get out of the scheme.

**We look forward to working with you.**

***The Trading Standards Accredited team.***

The Scheme does not directly address wider issues such as the quality of the particular goods or services provided, nor the financial standing of the business. Whilst it may take into account activities which fall within the remit of other regulatory agencies, it does not in any way audit or assure these activities.

The principles set out in this Code of Practice are not intended to interpret, qualify or replace the law and are not intended to be applied to inter-trade sales (generally, where the transaction will be covered by specific contractual conditions agreed between the two parties).

# **1. General Administration of the Scheme**

- 1.1 Telford and Wrekin Trading Standards service will manage and administer the Trading Standards Accredited scheme. The service reserves the right to alter or amend the terms and conditions of the scheme at its discretion.  
Any changes will be notified to businesses as soon as is reasonably practicable.
- 1.2 The scheme only applies in respect of business to consumer transactions. It is permissible for a member to trade with both consumers and other businesses. If a prospective member is unable to demonstrate that they contract with consumers on a regular basis they will not be admitted to the scheme.
- 1.3 Membership is available to businesses that are based in or trade within the borough of Telford & Wrekin Council geographical boundaries.
- 1.4 Membership is only available to businesses which have been trading for six months or more unless the trader can provide details of previous trading history.
- 1.5 Members will have the option of withdrawing from the scheme at any time by giving 28 working days written notice to trading standards. However, any obligations or responsibilities entered into whilst registered with the scheme must be honoured, including adherence to the scheme's complaint procedure (see 7 above).
- 1.6 Membership of the scheme requires businesses to adhere to the terms and conditions laid out in this code of practice. Prior to joining the scheme, applicants will be asked to read and sign a declaration to this effect.
- 1.7 Any certificates and documentation provided by trading standards, which indicate membership of the scheme, remain the property of and shall be returned to trading standards on request should membership of the scheme cease.
- 1.8 If the business is a member of a trade association that has its own code of practice, the terms of that code must also be adhered to at all times.

## 2. Responsibilities of Trading Standards

- 2.1 Trading standards will make available upon request a list of businesses registered with the Scheme.
- 2.2 Trading standards will maintain a publicly available website which will contain information about the Scheme and allow users to search for businesses by trade sector and/or geographical area. Links will be provided to members' own websites.
- 2.3 Trading standards will undertake various promotional activities throughout the course of each year in order to raise general awareness of the Scheme.
- 2.4 Trading standards will circulate information on current initiatives, events, promotional activity and changes in legislation. The frequency and means of communication will be at its discretion.
- 2.5 Trading standards will provide a membership certificate and branding materials which can be used on premises, vehicles, printed materials and in advertising as appropriate to the member's business (see section 4)
- 2.6 Trading standards will develop and administer a rating system for members' performance based on the feedback received from their customer.
- 2.7 Trading standards will offer members up to 2 hours of support with dispute resolution and compliance issues.\*

*\*For those businesses based outside of Telford & Wrekin this is limited to individual consumer disputes. If you require general advice on compliance with Trading Standards legislation you must contact the Business Advice team at your local Trading Standards service*

### **3. General Responsibilities of Scheme Members**

- 3.1 All members are expected to comply with the spirit of the conditions set out in this code of practice. Larger businesses are required to have in place appropriate management controls, policies and procedures to comply with the code. Smaller businesses, e.g. sole traders, need to adopt the principles of good practice set out in this code. This is particularly the case in relation to controls (section 3.8); customer care (section 5) and customer complaints (section 6).
- 3.2 Members must comply with all consumer protection legislation relating to their business, both in terms of the letter and the spirit of the law.
- 3.3 Members must have current membership of any mandatory schemes that are required in their area of trade e.g. Gas Safe, NICEIC. In addition, TSA in certain circumstances may require membership of a relevant trade association or professional body even when this may not be a legal requirement e.g. will writing, letting agents etc. If you think this may apply to your business, please email [tsaccredited@telford.gov.uk](mailto:tsaccredited@telford.gov.uk) before submitting your application.
- 3.4 Applicants and members must notify trading standards of any:
- a) Civil court judgements, including enforcement orders under the Enterprise Act 2002,
  - b) Convictions, Cautions, Fixed Penalty Notices/Monetary Penalties or pending legal proceedings that relate to the following:
    - Trading law offences including
    - Fraud or dishonesty or abuse of position or similar offences.
    - Violence, sexual offences or drugs.

Convictions or Cautions involving fraud or dishonesty or similar criminal offences against you as an individual or as a 'controlling mind' of a business will preclude membership for five years from the date of conviction.

Failure to disclose any of the above may affect your application or membership of the Scheme. If in doubt, please contact [tsaccredited@telford.gov.uk](mailto:tsaccredited@telford.gov.uk)

Applicants and members must report any convictions, cautions, charges or any other matters referred to in 3.4(a&b) within 7 days of being imposed.

- 3.5 Businesses have a responsibility to trade fairly and provide good quality customer service.
- 3.6 Members must not engage in cold calling by visiting or phoning residential addresses. This requirement applies to the member business, its employees, agents and any sub-contractors. It is always good practice for traders, their employees or sub-contractors to show customers identification when first meeting them
- 3.7 Members must ensure that their staff are aware of and understand the provisions in this code of practice and, where appropriate, provide relevant staff training in its use.
- 3.8 Members must ensure that staff understand their legal obligations in respect of the business, in particular in relation to their legal obligations relating to consumer protection legislation.
- 3.9 Management controls must exist to ensure that member businesses operate legally and, where appropriate, adhere to their set customer service procedures.
- 3.10 Members must ensure that a copy of this Code of Practice is made available to any interested party upon request.
- 3.11 Current and prospective members must co-operate fully with the initial application checks and any subsequent checks carried out by trading standards.
- 3.12 If there is a change in the nominated representative for the business or in its ownership or business status (e.g. changing from a sole trader to a limited company), the member must inform trading standards, which reserves the right to review membership of the scheme.
- 3.13 Members must not engage in high pressure selling
- 3.14 At the completion of any contract, members should encourage the customer to complete the feedback section of the Trading Standards Accredited website. Subject to any verification deemed appropriate, feedback on the member's performance and an overall satisfaction rating will be published on the Trading Standards Accredited website. Trading standards reserves the right not to publish feedback which is regarded as inappropriate in any way.

## **4 RESPONSIBILITIES OF MEMBERS RELATING TO ADVERTISING THE SCHEME AND THEIR BUSINESS**

- 4.1 All members will receive a certificate of membership by e-mail which must be displayed in a prominent position on their premises if there is public access. Customers should be aware that they are a member of the Scheme.
- 4.2 Members can use documentation and branding relating to the Scheme in the following ways:
- a) On business documentation
  - b) On business premises
  - c) On business vehicles
  - d) On their website
  - e) In other advertising media
- 4.3 Telford & Wrekin Council retains copyright control of all branding and images relating to the TSA scheme.
- 4.4 Businesses may use documentation and logos relating to the Scheme in accordance with copyright and national advertising codes of practice.
- 4.5 On ending membership of the Scheme, all TSA branding on business premises, business documentation and any form of advertising must be removed, destroyed or cancelled immediately. Failure to do this could constitute an offence under the Consumer Protection from Unfair Trading Regulations 2008.
- 4.7 Members undertake that all promotional material relating to their business shall be clear and truthful and will comply with any relevant national advertising code of practice and/or legislation.
- 4.8 Members undertake not to promote in any way the sale of alcohol, tobacco or other age-restricted items to underage persons.



## **5 RESPONSIBILITIES OF MEMBERS IN RELATION TO CUSTOMER CARE**

- 5.1 Customers must not be deprived of their implied rights with regard to the description and quality of the goods sold and/or services provided.
- 5.2 Members must not treat customers in a discriminatory way and must comply with the provisions and ethos of the Equality Act 2010. Customers must be treated equally and in a polite and courteous manner, regardless of age, disability, HIV status, marital or civil partnership status, maternity or pregnancy, race, religion, sex, sexuality, sexual orientation, national origin or ethnicity. Members should discuss any particular customer requirement before the transaction takes place.
- 5.3 Members must not seek to take advantage of vulnerable consumers and, where necessary and reasonably practical, they will offer additional assistance to ensure that all aspects of the transaction are fully understood.
- 5.4 For transactions in people's homes, members and their representatives should offer identification and introduce themselves to their customers. Prior agreement should be reached on arrangements acceptable to the customer, for example, use of gas, electricity and water, smoking, waste removal, health and safety, home security.
- 5.5 Businesses must provide clear and accurate information on key contract terms. Depending upon the nature and size of the contract, this should normally be in the form of a written quotation.
- 5.6 Where appropriate to the nature of the business and where reasonably practicable, full written information concerning the contract should be provided on request
- 5.7 It is advised that scheme members have mechanisms in place to protect customers' deposits and pre-payments and make them clear to customers.

- 5.8 Where appropriate to the nature of the business, easily accessible and user-friendly after-sales procedures should be in place to ensure customer requirements are dealt with effectively. Any charges must be clearly communicated to consumers. In certain instances trading standards may require such charges to be notified prior to purchase.
- 5.9 Completion/delivery dates should be as flexible as possible and should be agreed in advance. Where delays prove unavoidable the customer should be given as much advance notice as possible. Where appropriate to the nature of the business, trading standards may require that such dates be communicated in writing.
- 5.10 Where appropriate, clear and accurate information must be given on cancellation rights, including any additional rights offered. Where applicable, members must comply with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 5.11 Where guarantees and/or warranties are included as standard in the transaction, clear and accurate details should be provided to the customer.
- 5.12 Where additional guarantees and/or warranties are offered it must be clear that these are optional and additional to customer rights. Clear and accurate information must be given, including details of who is responsible for the guarantee or warranty. There must be no high pressure selling of guarantees and warranties.
- 5.13 All terms of the contract for any repairs and servicing work should be clear and precise. If unexpected additional work is then needed, the customer should be notified and their permission obtained before any extra work is carried out.
- 5.14 All repairs and services must be carried out with reasonable skill and care, for a reasonable charge and, unless specifically agreed otherwise with the customer, within a reasonable time.
- 5.15 Invoices should be clear and show exact details of the work carried out and any parts charged for.

- 5.16 All goods sold should be of satisfactory quality, fit for purpose and correctly described.
- 5.17 Members must comply with the Consumer Rights Act 2015.
- 5.18 Members must co-operate with any appropriate intermediary consulted by a customer, e.g Citizens Advice Bureau, family member, law centre.
- 5.19 In relation to this code of practice, members will be held responsible for the actions of employees, subcontractors or other parties working on behalf of their business.

## 6 CUSTOMER COMPLAINTS PROCEDURES

- 6.1 Members must have an effective customer complaint procedure understood by all employees and/or subcontractors that may come into contact with the public.
- 6.2 Any complaints should be dealt with promptly, effectively and courteously and in accordance with good business practice. The customer making the complaint must be informed that the business is a member of this scheme.
- 6.3 If a customer complaint cannot be resolved between a member and the customer, the member will:
  - a) refer to an Alternative Dispute Resolution provider if appropriate.
  - b) refer the matter to trading standards for impartial advice.
- 6.4 If trading standards is made aware of a customer complaint, they will normally refer the complaint to the member concerned.
- 6.5 Members will co-operate with trading standards in any attempt to resolve a complaint.

## **7** **ADVICE AND MEDIATION**

**7.1** Members of the Trading Standards Accredited scheme must be willing to work with trading standards in the event of a problem or dispute that cannot be resolved. Trading standards will also offer support to any customer who has an on-going dispute with a member.

It should be noted that trading standards have no powers to enforce a solution for civil disputes however we will work with both parties in an attempt to achieve a satisfactory outcome. In order to facilitate this, trading standards may require a written position statement from both parties. An officer Telford & Wrekin Trading Standards will act as an impartial third party and, after examining all the facts from both sides will suggest methods and actions so the dispute may be resolved (this service is provided subject to availability and limited to two hours assistance per membership year).

### **7.2 ALTERNATIVE DISPUTE RESOLUTION (ADR)**

If you cannot resolve a dispute with a customer you must provide the customer with the name and web address of a certified provider of ADR and indicate whether you would be willing to use ADR in this instance. Some trade associations require the use of ADR in complaint resolution therefore you should check on this if you are a member of an association.

**7.3** If ADR is not available, please follow the process below:

#### **Stage 1**

##### **Customers**

Customers should first bring their complaint to the attention of the Citizens Advice Consumer Service (CACS - 03454 040506) who provide consumer advice on behalf of Trading Standards. CACS will offer step by step legal advice and practical solutions to help resolve the problem. They will pass details of the complaint to Telford & Wrekin trading standards for information purposes initially.

##### **Members**

Members should bring their complaint/request for guidance to Trading Standards.

## **Stage 2**

If a customer has followed the advice and guidance offered by CACS and the complaint remains unresolved, the matter will be referred to Trading Standards.

Trading Standards will review the complaint and offer further advice where appropriate. In certain circumstances an officer may work with both parties to resolve the dispute. The officer may try to progress the matter by making suggestions to both parties as to how the complaint could be successfully resolved. This proposal is not legally binding on either the member or the customer.

**Note:** *if it is decided that a trader has breached the terms, conditions or spirit of the Trading Standards Accredited Scheme, then action may be taken which could result in membership being suspended or revoked.*

- 7.4 Nothing in the scheme prevents a customer or a member from using the civil courts to resolve a contractual dispute. However, we would expect a member to work through this procedure in the first instance. When civil proceedings are commenced by either party, trading standards can no longer be involved in the dispute.

## **8. ASSESSMENTS FOR MEMBERSHIP OF THE SCHEME**

- 8.1 In deciding whether an applicant is suitable for membership of the scheme, trading standards will carry out, as a minimum, the following checks:
- a) An assessment of previous complaints made to Telford & Wrekin trading standards regarding the applicant. This may involve seeking further information from any consumers concerned.
  - b) An assessment of previous complaints made to any consumer body regarding the applicant. This may involve the trading standards service approaching complainants and/or the complainant's local trading standards service.
  - c) Trade association claims
  - d) Companies House (limited and public limited companies only)
  - e) Applicants own website (if applicable) for compliance with relevant legislation.
- 8.2 Trading standards reserves the right to carry out any appropriate additional checks to ensure that applicants and members of the scheme satisfy this code of practice and relevant legislation.
- 8.3 Applicants and members will be required to have suitable and current Public Liability Insurance, Employers Liability Insurance (if applicable), Professional Indemnity Insurance (if applicable). These documents will need to be submitted to trading standards as part of the application process.
- 8.4 Where information or documentation is requested by trading standards it should be provided within a reasonable time. As a guide we would expect this to be within 21 days of the request being made.
- 8.5 The applicant's criminal history will be considered.

## **9 REFUSAL, SUSPENSION AND REVOCATION OF MEMBERSHIP**

- 9.1 Trading standards reserves the right to refuse membership to any applicant or registered member which it feels does not satisfy the criteria laid down in this code of practice or their trading or criminal history casts doubt on their suitability. As an alternative to refusal, it may impose certain conditions that need to be satisfied prior to acceptance of membership.
- 9.2 Trading standards reserves the right to suspend or revoke membership should there be:
- a) A significant breach of this code of practice
  - b) Adverse information regarding a business's trading history discovered as part of the application checks or on-going monitoring.
  - c) Information supplied by another person or organisation which reasonably casts doubt upon the suitability of any particular business to be a member.
  - d) A justified customer complaint, for which no reasonable redress is offered by the member.
  - e) A number of customer complaints, each of which may individually fall outside the scope of c) and d) above, but which collectively indicate a failure to comply with the letter or spirit of this code of practice.
  - f) A failure to disclose criminal history or, within the period of membership, the member commits offences or receives civil judgements as set out in paragraph 3.4.
- 9.3 As per this Code of Practice, Trading Standards may decide to suspend membership until such time as a full investigation can be concluded. It may also suspend membership in order to monitor whether a particular business remains suitable for inclusion within the scheme.



- 9.4 Where membership is suspended or revoked or an application is refused, trading standards will provide the business with a written explanation of the reason for its action.
- 9.5 As an alternative to suspension or revocation of membership trading standards reserves the right, where considered appropriate, to implement other disciplinary measures (for example, a written warning).
- 9.6 Any sanction imposed on any scheme member will be made accessible to consumers by the most appropriate method trading standards deems necessary.
- 9.7 Trading standards reserves the right to publicise the removal of traders from the scheme where appropriate.

## **10 APPEALS AGAINST REFUSAL, SUSPENSION OR RECOVATION OF MEMBERSHIP**

- 10.1 An appeals procedure exists and members should write to the Trading Standards Manager: Anita Hunt, Public Protection, Addenbrooke House, Telford TF3 4NT or email [tsaccredited@telford.gov.uk](mailto:tsaccredited@telford.gov.uk) and mark for the attention of Anita Hunt.
- 10.2 Appeals will be assessed by the Service Delivery Manager, or that person's nominated officer.

## **11 MONITORING, REVIEW AND REPORTING**

- 11.1 Trading standards will carry out a review of each member under the scheme using the criteria given at 8 above. This will require the co-operation of scheme members in encouraging customers to use the feedback facility on the Trading Standards Accredited website.
- 11.2 The frequency of the review mentioned at 11.1 can be varied at the discretion of trading standards.
- 11.3 Trading standards will document the findings of reviews and any subsequent actions taken.
- 11.4 Members of the scheme may be subject to random inspection and checks to ensure that the requirements of the scheme continue to be met.

## 12 MEMBERSHIP FEES

- 12.1 The fees will be subject to annual review.
- 12.2 Where application for membership is unsuccessful the application fee will not be refunded in full. 50% of the fee will be retained to cover administration costs. If you would like to check your eligibility for membership prior to applying to join the scheme please email [tsaccredited@telford.gov.uk](mailto:tsaccredited@telford.gov.uk)
- 12.3 Telford trading standards service may introduce or amend any fees or charges pertaining to this scheme on giving members three months written notice.
- 12.4 Where membership is withdrawn, suspended or revoked there will be no refund of any membership fees paid.
- 12.5 Should the scheme be suspended or terminated, no reimbursement will be made in respect of advertising material or documentation.

