

# DERBYSHIRE TRUSTED TRADER ✓

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## CODE OF PRACTICE

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Fifth edition

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# INTRODUCTION

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The Trusted Trader scheme aims to build confidence in Derbyshire businesses by promoting high standards and excellent customer care.

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 booklet which will tell you everything you need to know about becoming one of our valued trusted traders.

There's information about entry requirements, your responsibilities as a trusted trader as well as what you'll get out of the scheme.

If there's anything you need to ask, don't hesitate to get in contact with a member of our team here at Derbyshire County Council – we'll be only too happy to help.

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

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**The Trusted Trader team.**



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The principles set out in this code of practice are not intended to interpret, qualify or replace the law of the land and are not intended to be applied to trader to trader sales (where, generally, the transaction will be covered by specific contractual conditions agreed between the parties).

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## DERBYSHIRE TRUSTED TRADER SCHEME CODE OF PRACTICE FOR MEMBERS

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### 1 General administration of the scheme

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- 1.1** Derbyshire County Council's trading standards service\* will manage and administer the 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 members as soon as reasonably practicable.
- 1.2** The scheme is aimed at businesses who trade with members of the public not just other businesses. Applications from businesses who trade with both the public and other businesses will be accepted. If an applicant or member is unable to demonstrate that their customer base includes the general public then their application / membership will not be continued.
- 1.3** Membership is available to businesses that are based in Derbyshire, or conduct a significant amount of their business in the county.
- 1.4** Membership is only open to businesses which have been trading in an unchanged capacity for six months or more, unless the trader can provide satisfactory details of previous trading history.
- 1.5** Members will have the option of withdrawing from the scheme at any time by giving written notice to trading standards.
- 1.6** Membership requires businesses to adhere to the terms and conditions laid out in this code of practice. Prior to becoming a member, applicants will be asked to read and confirm agreement to comply with the code of practice.
- 1.7** 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.
- 1.8** All certificates and documentation provided by trading standards which indicate membership of the scheme remain the property of trading standards should membership of the scheme cease.

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\* From now on, we will use the term 'trading standards' to refer to Derbyshire County Council's trading standards service which runs the Derbyshire Trusted Trader scheme.

## 2 Responsibilities of trading standards

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- 2.1** Trading standards will make available upon request a list of current member businesses.
- 2.2** Trading standards will maintain a publicly available website containing information about the scheme and will allow viewers to search for member businesses by trade sector and/or geographical area. Links will be provided to traders' own websites.
- 2.3** Material promoting the scheme will be on display in county libraries, council offices and other places of public interest.
- 2.4** Trading standards will undertake various promotional activities throughout the course of each year in order to raise awareness of the scheme.
- 2.5** 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.
- 2.6** 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. This material may only be used whilst a member of the scheme (see section 4).
- 2.7** Trading standards will maintain and administer a rating system for members' performance based on the feedback received from their customers or potential customers.
- 2.8** National guidance published by the Competition and Markets Authority in 2016 requires trading standards to publish all genuine, relevant and lawful feedback from customers; regardless of whether the comments are positive or negative. Full details of how customer feedback is dealt with are published on the Trusted Trader website
- 2.9** Trading standards will, on request, provide members with free business advice on relevant consumer protection issues in accordance with the limits set in the service's Business Advice policy.

## 3 General responsibilities of scheme members

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- 3.1** All members are expected to comply with the conditions set out in this code of practice and, in particular, the spirit of those conditions. 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 3.7); customer care (section 5) and customer complaints (section 6).
- 3.2** Members have a responsibility to trade legally and provide good customer service.
- 3.3** Members must notify trading standards of any of the following:
- a) Civil court judgments
  - b) Unspent criminal convictions of members and their employees
  - c) Current legal proceedings, and
  - d) Current investigations by professional, trade or law enforcement organisations such as the Police.
- Failure to disclose any of the above will affect membership of the scheme.
- Disclosures made under this part of the code will not necessarily preclude membership of the scheme. An assessment will be made based on the issues disclosed, the nature of the applicant's business and the standards expected of a Trusted Trader. Applicants will be required to provide more information to allow this assessment to be made.
- 3.4** Members must have in place valid Public Liability Insurance (or appropriate indemnity insurance). Such insurance must be maintained at all times during the period of membership.
- 3.5** Members must not engage in 'cold calling' by visiting or contacting residential addresses. This requirement applies to the member business, its employees, agents and any sub-contractors. Members must not use any other form of high-pressure selling. It is always recommended good practice for traders, their employees or sub-contractors to show customers identification when first meeting them.
- 3.6** Members must ensure that their staff/employees are aware of and understand the provisions in this code of practice and their legal

obligations in respect of the business. Where appropriate, members should provide relevant staff training in the requirements of this code.

- 3.7** Management controls must exist to ensure that member businesses operate legally and, where appropriate, adhere to their set customer service procedures.
- 3.8** Members should explain to customers that they are able to give feedback to the scheme online. A trusted trader calling card should be left with the customer to encourage them to give feedback and promote the continued use of the scheme.
- 3.9** Subject to any verification deemed appropriate, feedback on the member's performance and an overall satisfaction rating will be published on the Trusted Trader website. Trading standards reserves the right not to publish feedback which is regarded as inappropriate in any way. Full details of how customer feedback is dealt with are published on the Trusted Trader website.
- 3.10** Members must be aware that national guidance on websites incorporating customer feedback requires all genuine, relevant and lawful feedback comments to be published; regardless of whether the comments are positive or negative.
- 3.11** In the interests of fairness, where a negative comment is received from a customer, the member concerned will be informed of the comment before its publication and asked whether they want to submit a response. Any response submitted will be published in conjunction with the customer's comment. Responses which don't comply with our published rules on feedback will not be published. If no response is submitted, the customer's comment will be published in accordance with our feedback rules.
- 3.12** Current and prospective members must co-operate fully with their initial application check and any subsequent checks carried out by trading standards.
- 3.13** If there is a change in the nominated representative for the business, 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.
- 3.14** Any disclosures or notification of changes required under section 3 of the code should be made to trading standards without undue delay.

## **4** Responsibilities of members relating to advertising the scheme and their business

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- 4.1** All members will receive a certificate of membership which must be displayed in a prominent position on their premises if there is public access. Customers should be made aware that they are dealing with a member of the scheme and have the opportunity to give feedback about a member's performance.
- 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** Derbyshire County Council retains copyright control of all branding and images relating to Trusted Trader.
- 4.4** Derbyshire County Council permits the use of branding only in accordance with the guidance notes which successful applicants receive in their in the membership pack.
- 4.5** On ending membership of the scheme, all Trusted Trader branding on business premises, businesses documentation and in any other form of advertising must be removed, destroyed or cancelled immediately. Failure to do so could constitute an offence under the Consumer Protection from Unfair Trading Regulations 2008.
- 4.6** No publicity should be generated that implies any wider approval other than membership of the Trusted Trader scheme. In particular, members must not state or otherwise imply that they are 'approved' by trading standards.
- 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

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- 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** In providing good customer care, members are expected to respond to all customer contacts and communicate effectively and courteously with clients. Specific examples of bad customer care include, failing to return telephone calls to customers or potential customers when promised, not responding promptly to queries and missing pre-arranged appointments without notifying the customer in advance.
- 5.3** 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, irrespective of age, disability, HIV status, maternity or pregnancy, race, religion, sex, sexual orientation, gender reassignment or identity, national origin or ethnicity. Members should discuss any particular customer requirements before the transaction takes place.
- 5.4** Members must not seek to take advantage of vulnerable customers and, where necessary and reasonably practical, will offer them additional assistance to ensure that all aspects of the transaction are fully understood.
- 5.5** 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 practical arrangements acceptable to the customer, for example; the use of gas, electricity, water, toilet facilities, smoking, waste removal, home security and health and safety.
- 5.6** Members 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.
- 5.7** Where appropriate to the size and nature of the business, and where reasonably practicable, full written information concerning the contract should be provided on request.
- 5.8** It is advised that scheme members have mechanisms in place to protect customers' deposits and pre-payments and make them clear to customers.

- 5.9** Where appropriate to the size and 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 users. In certain instances trading standards may require such charges to be notified prior to purchase.
- 5.10** Completion/delivery dates should be as flexible as possible to accommodate customer need 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 size and nature of the business, trading standards may require that such dates be communicated in writing.
- 5.11** Where appropriate, clear and accurate information must be given on cancellation rights, including any additional rights offered.
- 5.12** Where guarantees and/or warranties are included as standard in the transaction, clear and accurate details should be provided to the customer.
- 5.13** 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.
- 5.14** All terms of the contract for any repairs and servicing work should be clear and precise. If any additional or different work is later considered necessary the customer should be notified and their permission obtained before such work is carried out, whether charged for or not.
- 5.15** All repairs and services must be provided with reasonable skill and care, for a reasonable charge and, unless specifically agreed with the customer, within a reasonable time.
- 5.16** Invoices should be clear and show exact details of work carried out and any parts charged for.
- 5.17** Members must comply with the Consumer Rights Act 2015. Advice on compliance will be provided by Trading Standards in accordance with their Business Advice policy.
- 5.18** Members must co-operate fully with any appropriate intermediary consulted by a customer, e.g. Citizens Advice Bureau, family member, law centre, independent assessor or recognised dispute resolution scheme.
- 5.19** In relation to this code of practice, members will be held responsible for the actions of all employees, sub-contractors or other parties working on behalf of their business.

## 6 Customer complaints procedures

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- 6.1** Customer complaints about scheme members will be assessed by trading standards and followed-up as necessary. N.B. negative feedback provided by a customer under section 3 of the code is not classed as a complaint. It is dealt with in accordance with our published feedback policy.
- 6.2** Where appropriate, members must have an effective customer complaints procedure, understood by all employees and/or sub-contractors that may come into contact with the public.
- 6.3** Any complaints must be dealt with promptly, effectively and courteously and in accordance with good business practice. The customer making the complaint must be informed of the trader's membership of the scheme.
- 6.4** If a customer complaint cannot be resolved between a member and the customer, the member will offer to refer the matter to trading standards for impartial advice.
- 6.5** If trading standards is made aware of a customer complaint, they will normally refer the complaint to the member concerned.
- 6.6** Members will co-operate with trading standards in any attempt to resolve any complaint.

## CONCILIATION AND MEDIATION

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## 7 Conciliation and intervention

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- 7.1** If necessary, trading standards will offer civil advice to both parties.
- 7.2** Where trading standards is following up a complaint from a customer, members are required to co-operate fully with any reasonable request made by the trading standards officer attempting to resolve the complaint.
- 7.3** If a solution to a customer complaint cannot be found, trading standards will offer to intervene in order to reach an outcome which is acceptable to all parties. N.B. Intervention can only take place where the contract is between a member business and any person acting as consumer.
- 7.4** Where a complaint cannot be resolved by intervention, trading standards may recommend arbitration through an appropriate route such as a trade association, recognised dispute resolution scheme or court action. Trading standards is not responsible for any additional expense incurred in pursuing these options.

## 8 Assessments for membership of the scheme

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- 8.1** In deciding whether an applicant is suitable for membership of the scheme, trading standards will carry out at least the following checks:
- a) Website of any trade association that the applicant claims membership of.
  - b) Companies House (limited and public limited companies only)
  - c) Registry of County Court judgments
  - d) An assessment of previous complaints made to Derbyshire County Council's trading standards concerning the applicant. This may involve seeking further information from any consumers concerned.
  - e) An assessment of previous complaints made to any consumer body concerning the applicant. This may involve trading standards service approaching complainants and/or the complainant's local trading standards service.
- 8.2** Trading standards reserves the right to carry out any appropriate checks to ensure that members of the scheme continue to satisfy this code of practice.
- 8.3** Members will be required to have suitable and current Public Liability Insurance and/or Professional Indemnity Insurance (if applicable). Current insurance certificates will need to be submitted to trading standards as part of the application process. Members may need to provide current certificates or proof of renewal, to trading standards for each subsequent membership renewal.
- 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 14 days of the request being made.

## 9 Refusal, suspension and revocation of membership

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- 9.1** Trading standards reserves the right to refuse membership to any applicant who it feels does not fully satisfy the criteria laid down in this code of practice or operates a business which supplies goods or services which conflict with the wider aims and objectives of Derbyshire County Council.
- 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) Information supplied by another person or organisation, which casts doubt upon the suitability of any particular business to be a member.
  - c) A justified customer complaint, but for which no reasonable redress is offered by the trader.
  - d) A number of customer complaints, each of which may individually fall outside the scope of c) above, but which collectively indicate a failure to comply with the letter or spirit of this code of practice.
  - e) Abuse of the feedback system by repeatedly failing to provide customers with the opportunity to provide feedback or falsely influencing the feedback provided for the member in question or for any other member of the scheme.
- 9.3** Without prejudice to paragraph 3.3 of 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 member with a written explanation of the reasons for its action.
- 9.5** Membership will not be suspended or revoked for reasons other than those specified in sections 9.2 and 9.3 of this code of practice.
- 9.6** As an alternative to suspension or revocation of membership, trading standards reserves the right, when considered appropriate, to implement other disciplinary measures (for example, a written warning which may influence future disciplinary decisions).
- 9.7** Any sanction imposed on any scheme member will be made accessible to consumers by the most appropriate method trading standards deems necessary.
- 9.8** Trading standards reserves the right to publicise the removal of traders from the scheme where appropriate.

## 10 Appeals against refusal, suspension or revocation of membership

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- 10.1** An appeals procedure exists and members wishing to take advantage of this should write, within 21 days, to Derbyshire Trusted Trader Appeals, Derbyshire County Council, Trading Standards, County Hall, Matlock, Derbyshire, DE4 3AG.
- 10.2** Appeals will be assessed by the head of trading standards, or that person's nominated officer.

# 11 MONITORING, ANNUAL REVIEW AND REPORTING

## 11 Monitoring, annual review and reporting

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- 11.1** Trading standards will carry out an annual review of each member of the scheme, the review will require the co-operation of scheme members. Evaluation of member satisfaction with the scheme will also be undertaken by trading standards from time to time as part of the review process.
- 11.2** The frequency and scope of the review mentioned at 11.1 can be varied at the discretion of trading standards.
- 11.3** Monitoring processes will be clearly communicated to scheme members, and made accessible to consumers by trading standards.
- 11.4** Trading standards will document the findings of reviews and any subsequent actions taken.
- 11.5** 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

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- 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. This includes the case where applicants fail to provide the information trading standards need to complete the application process.
- 12.3** Derbyshire County Council may introduce or amend any fees or charges pertaining to this scheme on giving members three months written notice.
- 12.4** Where membership is suspended or withdrawn, 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 fees paid, advertising material or documentation.

## Alternative versions

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