

1 TRUSTED TRADER SCHEME

The East Ayrshire 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 East Ayrshire Council's Regulatory Services ("the Council"). The services delivered by member businesses are assessed by their own customers, through a survey feedback system operated by Referenceline. Customer survey information about member firms is freely available online to all local consumers. Applications are invited from East Ayrshire based businesses or businesses who can demonstrate that a significant proportion of their work is conducted in East Ayrshire. The Scheme accepts applications from businesses from the home improvement sector.

Scheme membership will be granted to suitable applicants after vetting in accordance with the principles set out in clause 11 of these terms and conditions and the acceptance criteria appended hereto.

The Council offers no warranty or guarantee as to the accuracy, veracity or otherwise of the information made available or omitted through the Trusted Trader Scheme and save for any duties which the Council undertakes in accordance with these terms and conditions, the Council accepts no liability for loss or damage (actual or otherwise) to any party arising in connection with information made available or omitted through the scheme.

2 THE COUNCIL'S COMMITMENTS

The Council shall use its reasonable endeavours to:

1. Provide fair and impartial service for both traders and consumers.
2. Ensure that it acts in 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 by either party.
4. Assist with staff training for traders 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.
7. Provide a level of promotion of the scheme and its members which the Council considers is appropriate.
8. Conduct regular reviews of the scheme and of these terms and conditions. The council reserves 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 through Referenceline 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 in accordance with the law and good business practice. Member traders of the Trusted Trader Scheme shall:

1. Provide the Council with full details of ownership, trading names, premises, staffing levels and trade activities.
2. Inform the Council 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 Trusted Trader Scheme and agree to act in accordance with the member trader's obligations under the same.
4. Agree to use the Referenceline feedback system and collect feedback by offering questionnaires (including electronic versions) to all customers and actively encourage their use. Member traders 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 Trusted Trader Scheme. Failure to do so will invoke the membership review procedure, appended to these terms and conditions.
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 Council officers to view upon reasonable request being given.
8. Maintain and publicise 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 set out in these terms and conditions.
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 arbitration processes will be followed at all times.
11. 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 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, 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.

14. Include VAT in all prices including advertised prices, and where surcharges apply, comply with the relevant consumer protection legislation.
15. Not seek customers by cold calling in person at their homes or by telephone.
16. Have and maintain adequate public liability insurance.
17. Co-operate fully with the Council during the course of the member trader's activities, and make business records available to the Council for inspection.
18. Failure to comply with any of the above terms may result in an investigation by the Council and potential termination of membership to the Trusted Trader Scheme.

4 GUIDE TO TRADING FAIRLY

Without prejudice to clause 3 herein, the following may provide examples of the general standard of fair and honest trading trader businesses are required to meet in accordance with their duties and obligations under the Trusted Trader Scheme:

1. All advertisements that are produced in connection with the trader's business must comply with all advertising legislation.
2. Where appropriate, in advance of any contract being entered into with a consumer the trader shall provide in writing full, clear and accurate information regarding key terms and conditions of the proposed contract.
3. Traders 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 to consumers of the party that 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 traders shall give clear information regarding cancellation rights that customers may have, whether these are statutory or additional rights.
6. Member traders must be committed to providing a quality service to their customers. By joining the Trusted Trader Scheme, traders are agreeing to fully comply with the criminal and civil law.
7. Member traders shall respond to consumer enquiries promptly, even in cases where they are unable to take on work.
8. Member traders must not seek to take advantage of vulnerable consumers and where it is reasonably practicable; trader businesses shall offer additional assistance to consumers to ensure that all aspects of the transaction are fully understood.
9. In the event of a complaint, member traders 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.

11. 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 use as a Trusted Trader member. Namely <http://www.ombudsman-services.org/>.

5 SUBCONTRACTING

Where a member trader 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 for the consumer that the work of the subcontractor shall be of the same standard as that of the member trader. 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 the Council 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

Unless the member trader is a member of a trade association with its own code of practice and alternative dispute resolution process, in which case complaints may be referred and dealt with in accordance with that code of practice and alternative dispute resolution process, the following dispute resolution procedure will apply in respect of disputes arising between the consumer and member trader.

1. Initially consumers and traders should try to resolve complaints through discussion. Details of a complaint or any matter in dispute should be made in writing to the other party and where appropriate a meeting should be convened between the consumer and member trader within five working days to discuss and try to resolve the complaint or any matter in dispute.
2. If the complaint or matter in dispute remains unresolved, either party may contact the Council Trading Standards with details of the matter.
3. The Council will acknowledge receipt of the complaint or matter in dispute to both parties within three working days of being notified.

4. The Council Trading Standards will consider the complaint and mediate between both parties to attempt to resolve any issues as quickly as practicable. Member traders must agree to communicate fully with the Council's Trading Standards staff throughout the process of dealing with any dispute.
5. If at any time, both parties agree that the consultation of an independent expert is required (for example, for inspections or testing), both parties shall be required to give written agreement to the expert's terms of reference prior to any such expert being instructed. This shall include the parties mutually agreeing suitable arrangements for the payment of expert fees and expenses.
6. Member traders must keep records of any complaint or disputes for a minimum of one calendar year.
7. Where a trader member is not part of a trade association with its own alternative dispute resolution and a dispute between the trader member and a consumer cannot be resolved by the above process, the dispute will be referred to Ombudsman Services at the discretion of East Ayrshire Council. You must be willing to participate in formal alternative dispute resolution. Ombudsman Services provide an independent, impartial, and cost effective means to resolve disputes out with 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. The fees for referral of any dispute to Ombudsman Services will be met by the trader member.
10. Decisions of Ombudsman Services are binding on members.

8 MEMBERSHIP FEES

Trusted Trader membership fees 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 by contacting East Ayrshire Council Trading Standards on 01563 576602. Prices include website entry and data processing for the first fifty feedback forms received per annum. Members may have to pay processing charges for additional forms that are returned for processing. Use of Referenceline mobile device applications is included in the membership fee. Access to the Trusted Trader website is free to consumers. 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 REVIEW PROCESS

Any decision to either refuse or revoke membership by the Council will be communicated in writing to the business concerned. If an applicant is refused access to the scheme or a current member has had their membership revoked, they can request a review of the decision. The following is the procedure to request a review:

1. The applicant should write to: Trading Standards Service, Civic Centre South, John Dickie Street, Kilmarnock, KA1 1HW.
2. Requests for reviews must be received in writing within 28 days of membership being refused or revoked.

3. Reviews will normally be conducted in writing but may in some cases be conducted by way of a personal hearing.
4. Any costs incurred by the applicant throughout the review process will be borne solely by the applicant.
5. The decision of the Head of Planning and Economic Development will be binding on all parties concerned, and the findings will be communicated to the applicant in writing within 10 working days of the review.

10 MEMBERSHIP REVIEW PROCEDURE

1. Where the Council have reason to suspect or believe that a member trader 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 trader concerned.
3. The member trader will be notified of any suspected breach promptly , unless early notification might prejudice any related investigation
4. The Council will make enquiries to establish the extent and nature of any actual breach.
5. If evidence of a breach is found or established, one or all of the following sanctions may in the sole discretion of the Council be imposed on the member trader:
 - Written warning.
 - Suspension from the Scheme.
 - Revocation of membership.
6. In certain circumstances, the member trader may be given the opportunity to remedy any breach prior to a sanction being imposed.
7. East Ayrshire 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 member trader's conduct or alleged conduct including:
 - Enforcement action by the Council 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 PRINCIPLES

1. The Council will assess whether the applicant trader is suitable for membership. If the Council considers the applicant trader to be unsuitable for membership, the applicant will not be admitted to the Scheme.
2. A trader may be considered unsuitable for membership to the Trusted Trader Scheme if:

- The Council has reason at any time (whether through its checks and enquiries or otherwise) to determine that the trader would be unable to meet the duties and obligations imposed under these terms and conditions, and in particular those set out under clauses 3 and 4 hereof.
- The Council has reason at any time (whether through its checks and enquiries or otherwise) to determine that the trader business is or is in the process of being sequestrated, wound up or liquidated, has had a receiver, administrator or similar appointed, has entered a compensation arrangement with its creditors (whether voluntary or otherwise), or is otherwise apparently insolvent.
- The trader presents an unacceptable risk to others, for example suppliers or the general public.
- The trader's membership might bring the Trusted Trader Scheme or the Council into disrepute or otherwise be inconsistent with any aspect of the scheme or with any aspect of the Council's functions.

3. Appropriate checks will be carried out by the Council at the time of application and thereafter intermittently throughout the duration of the Trusted Trader Scheme to determine the suitability of a trader and these checks may include (but are not limited to):

- Consumer complaints.
- Financial and corporate status.
- Any action taken by the Council 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.