

Norfolk Trusted Trader

Terms and Conditions



Norfolk
Trusted Trader
An initiative from Norfolk County Council

1. General

- 1.1.** The Trusted Trader scheme is an assured trader scheme operated by a group of local authority trading standards services in partnership with Referenceline Ltd.
- 1.2.** The objective of the scheme is to help customers to choose to deal with reputable traders, by:
 - a)** excluding from the scheme any trader who is not suitable, and
 - b)** publishing customer feedback about members.
- 1.3.** Any business may apply to be a member of the scheme if it is based in an area where the local Trading Standards service operates the scheme, in which case the application must be made to that Trading Standards service.
- 1.4.** Any business may apply to be a member of the scheme if it is based outside an area where the local Trading Standards service operates the scheme and does a significant amount of business in one or more areas covered by the scheme. In such a case, the application must be made to the Trading Standards service within the scheme whose area is most closely connected with the business.
- 1.5.** A business with multiple branches may apply to be a member of the scheme in respect of branches which are in, or which serve, areas covered by the scheme.
- 1.6.** Trading Standards will only grant membership to suitable applicants, in accordance with the Acceptance Criteria.
- 1.7.** The member must comply with these terms and conditions, including the Acceptance Criteria, throughout the period of membership.
- 1.8.** A membership fee is payable annually, and certain other charges may be payable, in accordance with the Trading Standards 'Fees and charges' document. Fees and charges must be paid within 28 days of the due date.
- 1.9.** Before an application can be considered Trading Standards must receive the application for membership fee in full. Of this fee £50 plus VAT is non-refundable to cover the costs of the administration and checks that Trading Standards have to undertake. The balance of the fee will be refunded if the application is refused or withdrawn.
- 1.10.** Trading Standards may supply certain materials to the member, such as logos, stickers, certificates and documentation. All such materials remain the property of Trading Standards.
- 1.11.** Any applicant being considered for membership is prohibited from using the scheme logo and any other indication of membership until such a time they have been officially informed by Trading Standards that they have been accredited to the scheme and have received an official copy of the logo for their use.

- 1.12.** The member may withdraw from the scheme at any time by giving written notice to Trading Standards. If a member withdraws from the scheme, membership fees and charges will not be refunded.
- 1.13.** If the member is in breach of these terms and conditions, Trading Standards may expel or suspend the member from the scheme or impose other sanctions in accordance with the Disciplinary Procedure. If a member is expelled or suspended, membership fees and charges will not be refunded.
- 1.14.** Trading Standards may terminate the scheme within their area by giving at least three months' written notice to each member. Members who do a significant amount of work in another area covered by the scheme will be eligible to transfer their membership to that other area. On termination, members will be entitled to a refund of any unused portion of their membership fees, calculated pro rata.
- 1.15.** If a member withdraws from the scheme, or is expelled or suspended, or if membership is terminated, the member shall stop using the scheme logo and any other indication of membership immediately. All materials supplied under the scheme must be returned to Trading Standards within 14 days.

2. Acceptance criteria

- 2.1.** 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.
- 2.2.** An applicant will be considered unsuitable for membership if, in Trading Standards' opinion:
 - a)** There is an unacceptable risk that the applicant's customers might suffer loss, detriment or a poor experience.
 - b)** The applicant presents an unacceptable risk to others, for example suppliers or the general public.
 - c)** The applicant's membership might bring the scheme or Trading Standards into disrepute or otherwise be inconsistent with any aspect of the scheme or with any aspect of Trading Standards' functions.
- 2.3.** Trading Standards will have particular regard to the following factors:
 - a)** The applicant's financial stability, and in particular the risk that the applicant will fail to perform a contract and/or that they will fail to meet a legitimate claim for redress due to a lack of funds. The applicant will normally be expected to hold adequate public liability insurance.

- b)** The applicant's compliance history, including in particular compliance with consumer law. Assessment may also include compliance with other laws (e.g. Building Regulations), non-statutory rules (e.g. codes of practice) and civil law obligations (e.g. contractual obligations).
- c)** The likelihood that the applicant will be able to comply, and will comply, with the scheme rules.

2.4. Trading Standards will carry out such checks as they consider appropriate for the assessment of suitability. Trading Standards may check any relevant matters, including (but not limited to):

- a)** creditworthiness, credit history and bankruptcy
- b)** County Court Judgments
- c)** customer complaints past and current compliance with consumer law and other law
- d)** enforcement actions (including prosecutions and injunctions)
- e)** trade association membership
- f)** public liability insurance

2.5. Checks may include (but are not limited to):

- a)** database searches
- b)** verification of information provided by the applicant
- c)** inspection or audit of any aspect of the applicant's business, including premises, procedures, processes, products, documents and records
- d)** interviews with the applicant
- e)** customer references, surveys or interviews
- f)** Disclosure Barring Service (DBS) procedures. Trading Standards will specify on the application form if these are applicable

2.6. For the purposes of assessing suitability, Trading Standards may request information from other enforcement authorities and any other relevant person or organisation, including but not limited to:

- a)** other Trading Standards authorities
- b)** other regulatory and enforcement bodies (e.g. Police, Environmental Health, Building Control, Planning, Health and Safety Executive, Environment Agency, Financial Conduct Authority)
- c)** safeguarding organisations
- d)** the applicant's insurer(s)
- e)** credit reference agencies
- f)** trade associations

The applicant gives their consent to the disclosure of any such information to Trading Standards.

3. Trading Standards Commitments

Trading Standards will:

- 3.1. Provide a fair and impartial service.
- 3.2. Control scheme membership and maintain the integrity of the scheme by:
 - a) assessing whether new applicants are suitable,
 - b) granting membership to suitable applicants,
 - c) monitoring members' compliance with the terms and conditions and, where appropriate, reassessing their suitability for membership, and
 - d) where members become unsuitable or breach the terms and conditions, addressing this through the Disciplinary Procedure.
- 3.3. Provide advice on consumer protection law for members and customers.
- 3.4. Promote the scheme and its members, in particular by providing a website that is accessible to customers.
- 3.5. Provide a comprehensive customer feedback system.
- 3.6. Operate the Dispute Resolution Procedure in conjunction with the appropriate compulsory and relevant redress schemes.
- 3.7. Conduct a periodic review of the scheme.

4. The Member's commitments

General commitments

The Member will:

- 4.1. Trade fairly, within the law and in accordance with good business practice.
- 4.2. Offer feedback questionnaires to all customers and actively encourage their use.
- 4.3. Provide adequate training for staff and volunteers for the work they do, and keep appropriate training records.
- 4.4. Deal with complaints promptly and effectively, and keep records of all complaints for at least 1 year from complaint closure.
- 4.5. Comply with the terms of any code and dispute resolution processes of any trade association or other organisation of which the business is a member.

- 4.6.** Co-operate fully with any appropriate intermediary consulted by a customer.
- 4.7.** Co-operate fully with Trading Standards during the course of their activities, and make business records available to Trading Standards for inspection. These records should include, in particular, records of staff training and customer complaints.
- 4.8.** Inform Trading Standards of any significant changes to details of ownership, trading names, premises, staffing levels and trade activities within 14 days of the change. Most changes can be notified through the website.
- 4.9.** Ensure that all staff, volunteers and subcontractors are aware of, and agree to act in accordance with, the Member's obligations under the Scheme.
- 4.10.** Guarantee any subcontractor's work to the same standard as the Member.
- 4.11.** Comply with all relevant legislation (e.g. Health and Safety, Building Regulations).
- 4.12.** Maintain any registration which is required by law (e.g. Gas Safe Register, Registered Nurse).

Complying with consumer protection law

The Member will comply with all relevant consumer protection law, and in particular:

- 4.13.** The Member will provide customers with details of the goods and/or services to be provided, and the price including any call-out or other charges, and including VAT and any other taxes, before any work starts.
- 4.14.** Where it is not possible to quote the exact price, the basis for charging must be explained clearly (e.g. as an hourly rate).
- 4.15.** VAT, where applicable, must be included in all advertised prices, estimates and quotations.
- 4.16.** Advertisements must not be misleading and they must comply with all relevant legal requirements (e.g. the specific requirements for credit adverts).
- 4.17.** Standard contract terms must not be unfair. Standard terms should be drafted with regard to Business Companion guidance and in accordance with the Unfair Contract Terms regulations 2015.
- 4.18.** Members must give clear information regarding any cancellation rights the customer may have, whether these rights are given voluntarily or by law.
- 4.19.** Members must act in accordance with the statutory cancellation rights which apply to contracts made during a visit to a customer's home or at a distance (e.g. by telephone or internet).

Good business practice

The Member will trade in accordance with good business practice, and in particular:

- 4.20.** The Member must not take unfair advantage of vulnerable customers. Where it is reasonably practicable, Members shall offer additional assistance to ensure that all aspects of the transaction are fully understood.
- 4.21.** The Member must not use high-pressure selling techniques, and must not seek to generate business by cold calling (including any unsolicited contact by phone or in person).
- 4.22.** The Member will respond to all enquiries from prospective customers promptly.
- 4.23.** Where appropriate, the Member should provide customers with a written schedule of works and a written quotation. Any change to the schedule or quotation must also be made in writing.
- 4.24.** Completion and delivery dates should be agreed in advance. Where a delay is unavoidable, the Member must tell the customer promptly. Where possible, a suitable alternative or other appropriate remedy shall be offered to the customer.
- 4.25.** The Member will give the customer an itemised invoice or receipt showing (as appropriate to the context) full details of work carried out, parts supplied, materials used, labour and other costs. For low-value and/or very simple transactions (e.g. a taxi journey), a receipt need only be given on request.
- 4.26.** Where parts are replaced, the Member must make the original parts available to the customer to inspect on request.
- 4.27.** The Member must not use second-hand or reconditioned parts without the customer's prior agreement.
- 4.28.** Advertisements must comply with all relevant codes of practice, including the Committee of Advertising Practice codes which are administered by the Advertising Standards Authority.
- 4.29.** The Member must present a positive image of the business and the Scheme to customers, treating them with courtesy and maintaining standards of appearance and behaviour consistent with the work being undertaken.
- 4.30.** The member must provide accessible, user-friendly and reasonably charged after-sales service, appropriate to the size and nature of the business.
- 4.31.** When a guarantee or warranty is offered to customers, the member will explain that, whilst it may confer additional benefits, it does not take away the customer's legal rights.
- 4.32.** Where a charge is made for a warranty, the member will explain that the warranty is optional. The member will provide details of who is responsible for the guarantee or warranty.
- 4.33.** There must be no high pressure selling of any additional guarantees or warranties.

5. Promotion and branding

- 5.1.** Members must make customers aware of their membership of the scheme, and of the benefits of dealing with a scheme member. Trading Standards will publish information to help members to comply with this requirement.
- 5.2.** Members may only use the scheme branding (including the name of the scheme and the logo) in accordance with these rules.
- 5.3.** Members may, and should wherever possible, use the scheme branding in the promotion of their business, for example in adverts, on websites, on vehicles and on their premises.
- 5.4.** Where the logo is used, it must be reproduced without modification or distortion. It may be reproduced at any appropriate size, and it may be reproduced in black and white where it cannot be reproduced in colour.
- 5.5.** Where the logo is used on premises or equipment (e.g. vans) it must be removed before ownership or possession is transferred (e.g. when a van is sold).
- 5.6.** Norfolk Trusted Trader ID badges can be issued to scheme members and their staff. It is the responsibility of the scheme member to ensure that ID badges are returned by staff who leave their organisation. Members who leave the scheme must either return all ID badges to trading standards or confirm that they have been securely destroyed.
- 5.7.** Where the logo is used on a website, a direct link should be provided to the Scheme website.
- 5.8.** Members must not use the words 'Approved', 'Recommended' or any similar terms in connection with the Scheme. Members may indicate that they are 'Accredited' under the Scheme.
- 5.9.** The logo is a registered trade mark, and misuse is a criminal offence.

6. Dispute resolution process

- 6.1.** This process provides a means to resolve disputes between Members and their customers.
- 6.2.** The process is an alternative to Court action and other established means (e.g. trade associations, arbitration), and it is optional for the customer.
- 6.3.** The customer and Member must try to resolve the matter between themselves in the first instance. The details of the complaint, and the Member's response, should be set out in writing.

- 6.4.** If an impasse has been reached between the Member and a customer, the Member will be required to issue a 'deadlock letter' providing details of the appropriate redress scheme to the complainant. In all circumstances the Member should use the Norfolk Trusted Trader associated redress scheme unless the complaint is covered by a professional or compulsory scheme the Member is already part of (e.g. the Property Ombudsman, Financial Ombudsman).

For further details about dispute resolution please go to our website www.norfolk.gov.uk/trustedtrader.

- 6.5.** Once a complaint is submitted it will be down to the discretion of the redress scheme operator to determine the course of action to be taken to resolve the matter.
- 6.6.** A complaint may also be considered by the redress scheme operator in a case where the member has not issued a deadlock letter within up to 8 weeks of the complainant contacting the member (as outlined in 6.3 above) or such a period as the redress scheme operator may consider reasonable.
- 6.7.** Members must comply fully with requests of Trading Standards and the appropriate redress scheme to resolve any dispute or matter. This may include cooperating with third party experts that have been instructed by either body.
- 6.8.** Members understand that the final decision of the redress scheme operator or Trading Standards is binding.
- 6.9.** Failure to comply with the process or decision of the redress scheme operator will lead to expulsion from Norfolk Trusted Trader.
- 6.10.** Members give their irrevocable authority for Trading Standards to contact a redress scheme operator handling a consumer dispute in order for Trading Standards to assess whether there is a need for any disciplinary action to be considered against the Member.
- 6.11.** Members must clearly signpost their customers to the appropriate redress entity (or to the appropriate page on the Norfolk Trusted Trader website) by providing contact details on their contract paperwork and website, including the entity's name and web address.

7. Redress Scheme

7.1. Annual Charge

Trading Standards will cover the Member's annual cost to our associated redress scheme.

7.2. Case Charges

Our redress scheme operator will charge a case fee for each dispute they take on. The Member is obliged to reimburse Trading Standards in full should the case be found to be in favour of the customer.

For case fees please refer to the Trading Standards Fees and Charges document which can be found on our website www.norfolk.gov.uk/trustedtrader.

For more information about our associated redress scheme operator please visit www.referenceline.com/contact.asp

8. Disciplinary procedure

8.1. 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.

8.2. Where a suspected breach is so serious that there is a significant risk of harm to customers, to others or to the Scheme, Trading Standards may suspend the Member immediately for up to 28 days by giving notice to the Member.

8.3. Trading Standards will notify the Member of the suspected breach promptly, unless early notification might prejudice any related investigation.

8.4. Trading Standards will make enquiries to establish the extent and nature of any actual breach.

If a breach is found, Trading Standards may impose one of the following sanctions on the Member.

- 8.5.**
- a)** written warning
 - b)** suspension from the scheme (either for a fixed term or until the breach is remedied)
 - c)** expulsion from the scheme

8.6. In addition, Trading Standards may give the Member a chance to remedy the breach within a fixed period to avoid the sanction.

8.7. If Trading Standards impose a sanction, this will normally be publicised.

8.8. 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's conduct or alleged conduct, including:

- a)** enforcement action by any Trading Standards authority or any other law enforcement body.
- b)** disciplinary action by any trade association or similar body.
- c)** civil proceedings (including alternative dispute resolution) by a consumer, customer or supplier.

8.9. Any disciplinary action that Trading Standards are required to take may be subject to our business advice charges. Please refer to the Trading Standards Fees and Charges document on our website www.norfolk.gov.uk/trustedtrader.

9. Appeal Process

- 9.1.** If an application for membership is declined or if a current Member has had disciplinary action taken against them (including the revocation or suspension of membership), the applicant or Member can appeal against the decision.
- 9.2.** The appeal must be made in accordance with Trading Standards' complaints procedure.
- 9.3.** This appeal must be made in writing and sent to:
**Norfolk Trusted Trader
Norfolk County Council
Trading Standards
County Hall
Martineau lane
Norwich
NR1 2UD**
- 9.4.** Appeals will be assessed by the Complaints Officer and you will be given a named contact who will be handling the complaint.
- 9.5.** Appeals will be dealt with in accordance with Norfolk County Council's complaints procedure. If you require further information about this please contact us.
- 9.6.** Our associated redress scheme operator should be contacted directly for complaints relating to any decision they have made. Their contact details can be found on our website.

10. Data Protection

- 10.1.** Trading Standards will hold the information you provide and will use that information for the purposes of the Norfolk Trusted Trader Scheme and for the administration of the legislation enforced by Trading Standards in accordance with our registration under the Data Protection Act 2018.
- 10.2.** Under the terms of the Data Protection Act 2018, you are entitled to know what personal information Norfolk County Council holds about you.
- 10.3.** We will share relevant information with partners in the administration of the Norfolk Trusted Trader Scheme.