



West Lothian Council Trusted Trader

Terms & Conditions

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1. TRUSTED TRADER – DESCRIPTION OF SCHEME

The West Lothian Trusted Trader Scheme is a local business partnership which aims to

- increase consumer confidence
- promote good practice within local businesses
- provide local businesses with an opportunity to market themselves in a competitive environment.

The Scheme is managed and administered by West Lothian Council Trading Standards.

The services delivered by member businesses are assessed by their own customers, through a survey system. Customer survey information about member firms is published on the Council website so that it is available to consumers.

2. TRADING STANDARDS COMMITMENTS

West Lothian Trading Standards will:

1. Provide a fair and impartial service for both traders and consumers.
2. Carry out appropriate checks on receipt of applications to join the Scheme and on renewal of membership. This may include trade association membership and database checks, for example law enforcement databases.

3. Ensure compliance with consumer protection legislation, and agree to carry out any investigations promptly and fairly.
4. Provide advice to member businesses on consumer protection legislation upon request.
5. Provide appropriate advice to customers of member businesses.
6. Provide an appropriate level of promotion of the Scheme and its members.
7. Conduct regular reviews of the Scheme.
8. 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 the Code of Practice.
9. Reserve the right to publicise the removal of traders from the Scheme where appropriate.
10. Provide a comprehensive feedback system that is accessible for both traders and consumers. Where negative feedback is published, member businesses will be able to provide a response (limited to 100 words).
11. Process members' data fairly and in accordance with the Data Protection Act 2018.

3. BUSINESS CODE OF PRACTICE

Member businesses shall agree to trade fairly and within the spirit of the law and good business practice.

Members will:

1. Provide Trading Standards with full details of ownership, trading names, premises, staffing levels and trade activities.
2. Inform Trading Standards of any significant changes to the above within 14 working days of the change, for example, change of business address, trade association membership etc.
3. Have adequate public liability insurance and are required to provide proof of this.
4. Ensure that all employees and subcontractors are made aware of the Scheme and their obligations.
5. Agree to offer feedback forms to customers. Member businesses must have a minimum of 2 customer feedback forms in a twelve month period. Membership of the Scheme will be reviewed if this condition is not met.
6. Pay their annual membership fee within 28 days of the due date otherwise membership will be revoked.

7. Have a permanent address in the West Lothian Council area or conduct the majority of their business therein.
8. Adequately train their staff for the work they carry out, and keep appropriate training records. These should be available for officers to view on request.
9. Deal with complaints promptly, effectively and in accordance with the dispute resolution process. A record of all complaints received must be kept for a minimum of 1 year from conclusion of the complaint.
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 a 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 a receipt, showing full details of work carried out, itemising where parts have been supplied/materials used, and labour and other costs.
13. Parts replaced must be left for consumer inspection upon request.
14. Not use second hand or reconditioned parts unless agreed by the consumer prior to the work commencing.
15. Include VAT in all prices, including advertised prices, and comply with all relevant consumer protection legislation.
16. Respect the wishes of residents where they indicate, by whatever means, that they do not wish to be cold called, either in person, by telephone or by email.
17. Agree to abide by the letter and the spirit of this Code of Practice.

4. GUIDE TO TRADING FAIRLY

General guidelines for firms on meeting the Trusted Trader Scheme commitment to fair and honest trading:

1. All advertisements that are produced in connection with a member firm must comply with all relevant advertising legislation.
2. Where appropriate, member firms shall provide, in advance of the contract, clear and accurate information regarding key terms and conditions of the contract. Consumer contracts shall comply with all relevant consumer protection legislation.

3. When an additional guarantee or warranty is offered to consumers, it will be made clear that these are in addition to the consumers' statutory rights and are optional. Details will be provided of who is responsible for the guarantee or warranty. There must be no high pressure selling of any additional guarantees or warranties.
4. Where appropriate, full written information concerning the contract should be provided to the consumer.
5. Member firms shall give clear information regarding cancellation rights that customers may have, whether these are statutory or additional rights.
6. All member firms must be committed to providing a quality service to their customers. By joining the Trusted Trader Scheme member firms agree to comply with the spirit and letter of both the criminal and civil law relating to their business.
7. Member firms must not seek to take advantage of vulnerable consumers, and where it is reasonably practicable, firms shall offer additional assistance to ensure that all aspects of the transaction are fully understood.
8. In the event of a complaint, full cooperation shall be given to any appropriate intermediary acting for the consumer.
9. 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, preferably in writing. Where an agreed delivery date cannot be met then a suitable alternative or appropriate remedy shall be offered to the consumer.

5. SUBCONTRACTING

Where a member 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 the work of the subcontractor to the same standard as the member firm. Customers must be made aware of any work being subcontracted.

6. MEMBERSHIP FEES

Trusted Trader membership fees are payable at the time of application to join the Scheme. Fees are then due every financial year. Where a business is not accepted onto the Scheme the fee will be returned.

1. Membership fees are reviewed annually and are published at www.westlothian.gov.uk/trustedtrader or can be obtained from Trading Standards on 01506 280000.
2. Prices include feedback forms and all website and data processing.

3. Access to the Trusted Trader website is free to consumers.
4. If membership is revoked, there will be no refund of any membership fees paid, or reimbursement made in respect of advertising material or documentation.

7. PROMOTION

The words 'Trading Standards Approved' or any other similar terms must not be used with any reference to membership of the Scheme or in conjunction with the logo. On joining the Scheme businesses will be issued with:

1. A membership certificate to display on their business premises
2. An electronic copy of the Scheme logo
3. A set of promotional materials.

If a member leaves the Scheme or membership is revoked, then the use of the logo will cease immediately; all advertising and business documentation must be modified within 14 days of membership ending. This means that all relevant Trusted Trader documentation including the membership certificate, must be returned to Trading Standards.

Continued use of the logo, which is a registered trade mark, may constitute an offence and West Lothian Council Trading Standards will consider formal enforcement actions on such occasions.

Similarly non members who use the logo will be investigated under the Consumer Protection from Unfair Trading Regulations 2008 or other relevant legislation.

8. DISPUTE RESOLUTION PROCESS

If a consumer is unhappy with any work carried out by a member of the Scheme, the trader must agree to comply with the dispute resolution procedure:

1. Consumers should try to resolve the complaint directly with the trader. Any details of the complaint should be made in writing to the business.
2. If the complaint remains unresolved, then either party may contact Trading Standards with details of the complaint.
3. Trading standards will acknowledge receipt of the complaint to both parties within 5 working days.
4. Trading standards will investigate the complaint, and where necessary provide a recommendation to resolve the dispute. If the consultation of an independent expert is required, agreement will be sought from both parties about the payment of such a consultation.

5. Consumers should note that any contract entered into with an independent examiner will solely be between themselves and their appointed contractor.

9. APPEAL PROCESS

If an applicant is refused access to the Scheme or a current member has had their membership revoked then an appeals procedure is in place.

To start this process the applicant should write to:

The Environmental Health & Trading Standards Manager

West Lothian Council

West Lothian Civic Centre

Howden South Road

Livingston

EH54 6FF

1. Appeals will be assessed by the Environmental Health & Trading Standards Manager.
2. Appeals will be conducted in writing. In exceptional cases, at the discretion of the Environmental Health & Trading Standards Manager, representations will be permitted by the way of a personal hearing.
3. The decision of the Environmental Health & Trading Standards Manager will be binding on all parties concerned, and the findings will be explained to the applicant in writing.
4. Any costs incurred by the applicant attending the appeal process will be borne solely by the applicant.