



Derby City Council

buywithconfidence.gov.uk

Buy With Confidence Terms of membership

1 Introduction

- 1.1 This scheme was introduced by Derby City Council (the Authority), to establish high standards of trading by businesses. The scheme is intended to demonstrate a commitment by the business to fair and honest trade, and a commitment by Trading Standards to support business.
- 1.2 Derby City Trading Standards Service will manage and administer the Scheme. As such, the service reserves the right to alter or amend the terms and conditions of the Scheme at their discretion. Any changes will be notified to members as soon as reasonably practicable.
- 1.3 The Scheme is concerned with the customer service procedures of a particular business; it does not directly address wider issues such as the overall quality of the 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.
- 1.4 For the purpose of considering applications and monitoring membership, the Trading Standards Service reserves the right to share information on individual members and the scheme as a whole with other Agencies

2 Commitment by Business

- 2.1 Your business will have been in operation in its current format for at least six months prior to approval for membership.
- 2.2 Your business will be committed to providing a quality service to its customers. You agree to comply with the spirit and the letter of both the civil (e.g. contractual matters between you and your customers) and criminal law relating to your business (e.g. laws relating to product and environmental safety, fair trading, consumer credit, prices, food quality and labelling, age restricted products, animal health and weights and measures etc).
- 2.3 You agree to ensure consumers' statutory rights are not restricted in any way.
- 2.4 Your business will make any "call out" charge or "minimum charge" known to the customer prior to a visit being made.

- 2.5 Your business must not commence work without the customer's express consent, and shall provide an invoice or receipt showing full details of work carried out, including any parts supplied, labour and other costs. If requested, you will make replaced parts available for return to the customer.
- 2.6 Your business will provide us with details of ownership, staffing, premises and trade activities of the business and details of any complaints received about the business.
- 2.7 Your business will ensure all staff are competent for the work they carry out, in relation to relevant civil and criminal law, and that they are fully aware of the commitments made by the business relating to this scheme. Where appropriate, records of staff training will be kept, signed and dated by the staff member concerned.
- 2.8 You will undertake to implement a customer complaints procedure in line with the guidance in the Scheme document "Customer Complaints Procedure".
- 2.9 If you are a member of a trade association which has its own code of practice, the terms of that code and any general codes e.g. by the Trading Standards Institute or other relevant standards will be followed at all times.
- 2.10 You undertake to acknowledge and respond to advice given to staff by officers from the Trading Standards Service.
- 2.11 You will agree to display or otherwise make available to customers a leaflet about this scheme which will include a customer feedback card to enable the customer to contact the Trading Standards Service to register praise for the quality of service received or to make a complaint. Customer feedback cards to be used for this purpose will be issued to you upon membership of the scheme.
- 2.12 You will have adequate insurance including public liability insurance.
- 2.13 If you carry out work in or around domestic premises, or other high risk groups, you will be required to supply a Disclosure & Barring Service (DBS) check in respect of every employee who does such work on your behalf. If you are unsure whom this requirement applies to, please ask for further guidance.
- 2.14 Sub-contractors working in circumstances outlined in 2.13 will be required to have DBS checks, unless they are supervised **at all times** by the owner and/or an employee of the applicant business, who has had a DBS check.
- 2.15 DBS certificates will be checked and if they reveal any convictions which gives rise to concern, we will not progress your application until this has been discussed with you.
- 2.16 If a DBS check reveals information irrelevant to the scheme, that information will be disregarded and the application progressed. In the event of a dispute as to relevance the Authority's decision will be final.
For new staff, a DBS application must be sent off within four weeks of their commencing employment.
- 2.17 An annual fee is payable in respect of each business that is a member of the scheme. The amount will be determined from time to time by Derby City Council. The amount payable by each member may vary according to the number of premises or personnel associated with the business.

3 Commitment by Trading Standards

- 3.1 The Trading Standards Service is committed to providing a fair and impartial service to both consumers and businesses. Subject to the overriding provisions of the Freedom of Information Act 2000, all information provided by businesses as part of this scheme will be treated sensitively and subject to paragraph 6 below.
- 3.2 We will provide information about Trading Standards laws relevant to the business on request, and when required this can be confirmed in writing.
- 3.3 We will provide advice on specific enquiries about Trading Standards laws and will provide updates on changes in law as appropriate.
- 3.4 The advice and guidance we provide will be to the best standards of the Trading Standards Service but, as with all legal matters, the final interpretation rests with the courts. As a result such advice may change after certain court decisions.
- 3.5 Assistance with staff training will be given as appropriate and where resources permit. A charge may be made for such training, but this will be agreed in advance.
- 3.6 A named officer will be nominated as the contact point for the provision of advice and assistance.
- 3.7 If we receive any complaints about you as a member of this scheme and the complaint is civil in nature, the complaint will be referred back to you. If the complainant requires anonymity or has already approached you, advice will be given by us.
- 3.8 Where you have dealt with customer complaints in accordance with paragraph 2.8 above, without success but have not taken it through arbitration or small claims, we will try to assist in resolving the matter.
- 3.9 Regardless of paragraph 3.7 and 3.8 above, we have a duty to investigate any allegations of breaches of Trading Standards legislation. We undertake to carry out any such investigations fairly, as quickly as possible and by an officer other than the officer mentioned in 3.6 above.
- 3.10 Our Enforcement Policy will be followed (copy available on request). We will list your business under relevant and agreed headings within the Buy With Confidence website at www.buywithconfidence.gov.uk Such listings will include your business address and contact information, a 'small job friendly' endorsement where requested and subject to agreement may include a profile of your business, links to your website and links to third party websites relevant to your business
- 3.11 We will seek to promote the Buy with Confidence partnership, the Buy With Confidence website at all relevant events and presentations given and attended by us and in appropriate written and broadcast media.

4 Approval Procedure for membership of the scheme

- 4.1 An application for approval must be made on the appropriate form. We will acknowledge it within 7 working days of receipt.
- 4.2 We will make an initial contact to explain the scheme criteria within 14 days and visit to conduct an assessment within 28 days.

- 4.3 An assessment will include a visit to your premises, an inspection of the business and relevant material documents, products, procedures etc. by us.
- 4.4 You agree to the assessment and inspection and will co-operate with the inspecting officer in providing access to all relevant records and processes.
- 4.5 We will provide support to help you to reach the criteria of the scheme.
- 4.6 Applications and assessments will be considered for approval by Trading Standards, businesses failing to meet the approval criteria will be contacted to explain the Service's reasoning and to offer remedial advice.
- 4.7 Following achievement of approval you will receive advice from us on the use of the logo and certificate and display of customer leaflets.
- 4.8 In addition to the initial approval, you may thereafter be subject to random inspection and checks by us to ensure the requirements of the scheme continue to be met. Paragraph 4.4 will apply.
- 4.9 Approved businesses agree to notify us of any changes to relevant circumstances which may affect their approval. These may include changes in senior staff, changes of suppliers, new products or services, new premises, convictions and County Court judgements.
- 4.10 Approval will not be granted if you supply products or services which do not conform to statutory requirements or are provided in a way which may be against the interest of consumers. **This includes high-pressure sales techniques, cold calling, unfair terms and conditions and other sharp practice.** Any decision we make about this scheme is final. Note: Approval of a business under the scheme is not certification that all the businesses products and services comply fully with the law.
- 4.11 If any employee or subcontractor breaches the Commitment by Business outlined in section 2 above, Trading Standards will investigate the breach. You will be held responsible for all employees and subcontractors working on behalf of the business.
- 4.12 There shall be sufficient management control in place to ensure that the business operates legally and adheres to set customer service procedures.

5 **Membership of the Scheme**

- 5.1 Membership is subject to agreement with the above conditions.
- 5.2 Documentation and logos relating to the Buy With Confidence scheme may be used by your business in the following way:
- on business premises and vehicles
 - on business documentation
 - on products and in advertising
 - In advertising and marketing, any approval which is limited to a specific branch or branches shall not be used in a way which implies approval of the whole organisation.
- 5.3 On being approved for membership of the scheme, you will be given guidance on the use of the BWC logo.

- 5.4 The use of any other local authority logo is not permitted within the terms of your membership unless specifically stated in writing by the approving authority.
- 5.5 Members will have the option of withdrawing from the scheme at any time by giving written notice to the relevant Trading Standards Service. Entitlement to refunds will be considered on an individual basis.
- 5.6 We reserve the right to withdraw approval of your business and permission to display material relating to the scheme if there is adequate evidence that you are not abiding by these principles or commitments. In such circumstances if we withdraw approval details may be published.
- 5.7 Should membership be refused or terminated, you will have the right to appeal within 28 days, in writing to the Head of Trading Standards Service whose decision shall be final.
- 5.8 Should membership be withdrawn or suspended you have the right to appeal via the disciplinary and appeals procedure linked to this scheme.
- 5.9 All certificates and documentation indicating membership of the scheme shall remain the property of the approving authority and shall be returned to us in the event of Membership being withdrawn. In such circumstances all logos must be removed from stationery, vehicles, advertisements etc. and customers responding to advertisements on the basis of the logo e.g. via Yellow Pages must be informed of the withdrawal of approval. The approving authority shall not be liable for any costs incurred in the removal of the logo by the business.
- 5.10 Improper use of logos, certificates etc. may constitute a criminal offence.

6.0 **Freedom of Information Act 2000 & Data protection Act 1998**

- 6.1 The authority complies with the requirements of the above legislation in relation to any information held by it. All information in relation to individual member businesses requests will be treated sensitively, however, an explanation of the legislation and its implications can be found on the Derby City Council web site www.derby.gov.uk and clicking on the "Council & Democracy" heading.

- 6.2 Derby City Council handles information in accordance with the Freedom of Information Act 2000 and the Data Protection Act 1998 and is the data controller for the purposes of the Data Protection Act 1998. The information you provide will be used for the purpose of assessing the continued suitability of the business for membership of the Buy With Confidence scheme. This information may also be disclosed to other Trading Standards Services, Trade Associations, and other Regulatory Agencies for the same purpose. The information will be retained whilst the business remains a member of the scheme. This information will be held securely and will not be disclosed to anyone other than those detailed above without your permission, unless required by law. The information which you provide will be destroyed in a secure manner when the retention period has expired. If you have any concerns about the way we handle personal information or would like to see any personal information held on you by Derby City Council please contact The Information Governance Team.

For further information please contact: -

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Corporation Street
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