

ISLE OF WIGHT TRADER APPROVAL SCHEME

INTRODUCTION

The Isle of Wight Trading Standards Service has a fair trader scheme called the Isle of Wight Trader Approval Scheme.

It brings together the public, who are looking for tradesmen they can trust, with traders and service providers who uphold and operate to the Scheme's standard.

This scheme was introduced to:

- Promote fair trading on the Isle of Wight
- Signpost consumers to fair and honest businesses
- Improve consumer confidence
- Help members fulfil their legal obligations
- Ensure compliance with trading standards legislation

We will offer the following advice:

1. The requirements of the legislation we enforce;
2. Practical steps to achieve and maintain compliance;
3. Your responsibilities to customers;
4. Sources of advice and information relating to other legislation relevant to your business;
5. Compliance with the Conditions of Membership of the Isle of Wight Trader Approval Scheme;;

It is a requirement of the scheme that you:

1. Comply with the legislation applicable to your business
2. Respond appropriately to consumer complaints;
3. Comply with reasonable guidance as provided by us;

Once we have identified these requirements we can then help you identify what you need to do to ensure that you achieve and maintain compliance. Exactly how you do this is for you to decide however we will expect you to show us what steps are in place.

ABOUT THE SCHEME

The Scheme aims to offer an inclusive policy towards all types of business operating lawfully and in the community interest.

The Isle of Wight Trading Standards Service reserves the right to refuse membership to any applicant who it feels does not satisfy the criteria laid down in the terms and conditions. It may, as an alternative to refusal, impose certain conditions that need to be satisfied prior to confirmation of membership.

Membership is available to individuals, partnerships and any other legal entity created under the law applicable to business. Where the legal status of the entity granted membership changes we may terminate that membership. **It is the responsibility of the member business to notify the Isle of Wight Trading Standards Service of any changes as soon as reasonably practicable.**

It is not a pre-contractual requirement for businesses seeking contracts with local authorities or other bodies and does not guarantee access to such contracts.

A community interest test exists to promote the interests of both consumers and businesses and in doing so reflects on the reputation of both business members and the Isle of Wight Council.

Applications from businesses are therefore likely to be declined where:

- There is no demonstrable benefit to consumers or other customers in the goods or services being supplied by the business;
- The goods or services offer an alleged benefit which is not capable of being substantiated;
- Services of a broadly financial investment nature, that relies on the future value of goods or land, speculation on commodity, shares or other products, unless the products, business and sales representatives are regulated by the Financial Services Authority;
- The goods or services being offered are such that the local authority or other business members would incur a risk to their reputation by association.
- The goods or services being offered are of a religious, spiritual or personal belief or nature such that membership might be construed as endorsing that religion or belief.

CONDITIONS OF MEMBERSHIP

The Scheme is open to businesses based on the Isle of Wight.

It is necessary to successfully pass the application process to gain membership.

Applications may be refused on the basis that the business activities are regarded as being unlawful, not in the wider community interest or in conflict with the well-being of customers.

Businesses must have been trading for a minimum of 6 months prior to membership being granted. If you are a new business please contact us as we can help you get started.

Membership is subject to an audit designed to establish that the business meets the standards required by the Scheme.

APPLICATION FORM

You can find an on line form on the Isle of Wight Trader Approval Scheme website. <https://www.iow.gov.uk/tas> It is also possible to download this form and send it to the Trading Standards Office at Jubilee Stores, The Quay, Newport, Isle of Wight PO30 2EH.

If you have any questions about this form or the Scheme please contact us by email trading.standards@iow.co.uk and we will be happy to help.

DATA PROTECTION

The Isle of Wight Council is the data controller for the personal information you may have provided on this form. The council's Data Protection Officer is Helen Miles, Head of Legal Service and Monitoring Officer and can be contacted at dpo@iow.gov.uk. You can contact the council by phone on 01983 821000, or by writing to us at County Hall, High Street, Newport, IW PO30 1UD.

Your information will be used to allow the Council to make a record on the Trading Standards in house database for the purpose of assessing legal compliance and for subsequent monitoring and administrative functions.

In accordance with Data Protection law, the legal basis for this is for the performance of a task carried out in exercise of official authority. Your information will be shared with other law enforcement agencies and organisations as deemed necessary.

We will keep your personal data for 6 years or as long as we are required to do so under relevant legislation or in accordance with our operational requirements. You can view our retention schedule on our website www.iwight.com.

For further details on how your information is used; how we maintain the security of your information; and your rights, including how to access information we hold on you, and how to complain if you have any concerns about how your personal details are processed, please visit www.iwight.com or email dpo@iow.gov.uk.

FEES

Membership is subject to payment of the relevant fees. You will be required to pay the membership administration fee before we process your application. Once your application is submitted this fee is non-refundable. There is then an annual fee which is payable once your application has been successful, renewable on an annual basis.

You will also be responsible for paying for a Disclosure Certificate. See details under Basic Disclosure Information. This is paid direct to the issuing body.

ADVERTISING YOUR BUSINESS

Once your membership has been approved you can include the logo in advertising but it must be removed if you subsequently are no longer part of the Scheme. We will check that any advertising complies with current legislation and guidance.

ABILITY TO WORK IN THE UK

It is your responsibility to ensure that you and any staff are lawfully permitted to work in the UK. We require that you state that you have checks in place to ensure that you can meet this responsibility in accordance with the new EU directive. Guidance on working in the United Kingdom is available at <http://www.ukba.homeoffice.gov.uk/employers/>

AUDIT

The audit is designed to ensure that the applicant business complies with the Terms and Conditions of the scheme and the approval is only valid for those activities which we have been able to audit. If your business operates in such a way that some activities are not suitable for the Scheme or you only want the membership for specific parts of your business you must tell us.

As part of the audit process we will advise you of the legislation within the Trading Standards remit applicable to your business and where appropriate we will provide you with advice on what you need to do in order to comply.

It is a requirement of membership that you comply with applicable legislation and Codes of Practice and follow reasonable advice provided by us.

We would advise you that the Business Companion website (www.businesscompanion.info) allows you to search by your business type and lists the applicable legislation and provides fact sheets.

We will ask you to describe what your business does and how it operates, it is important that we are fully aware of the range of goods and services you provide as this is your opportunity to use our expertise to help your business.

Ultimately it is your responsibility to ensure that your business complies with applicable legislation and to ensure you work in a way that enables you to do this.

All contracts between businesses and consumers are governed by legislation which sets out the rights and obligations of both the business and the consumer. The most important piece of legislation with regard to this is the Consumer Rights Act 2015.

We will ask you for a copy of your terms and conditions if you have any. There is no obligation on a business to provide these however it remains your responsibility to ensure that written contracts are both fair and clear.

All advertising must comply with relevant legislation and the Advertising Standards Authority Code of practice.

You should always provide consumers with sufficient and accurate information to allow them to make an informed decision as to whether to purchase goods and services or not.

Broker, Agent, Trade or Professional Association

If you act as a broker, agent, trade or professional association, or provide a recommended or approved trader list we will require you to demonstrate how you will indicate that scheme membership applies solely to your activities as a broker, agent etc. We will therefore seek additional assurances from you and may decline membership if we are unable to reach such an agreement.

Regional or National Businesses

If your business operates across more than the Isle of Wight area we will discuss with you how to administer your membership. In general the local authority in which your head office, registered limited company address or where the business has its senior decision-making staff are based will be where you should consider membership of a trader approval scheme.

Sub-Contractors

If you employ sub-contractors you will at all times be fully liable and responsible for their actions and omissions. You should ensure that the sub-contractor, as far as practicable, comply with the requirements of the Scheme. Where your business regularly sub-contract work to the same restricted group of sub-contractors we reserve the option to require all such businesses/persons to apply for membership so as to provide a wider benefit to consumers. Businesses who operate in this way should consider seeking advice as to the status of such arrangements and in particular whether such arrangements amount to the creation of a partnership, an employee/employer contract or established other liabilities.

TERMS OF MEMBERSHIP

We need to ensure that you fully understand the Terms and Conditions of membership and that you are able to comply with all the requirements of the scheme.

The audit will comprise of a meeting between the applicant business and a member of the Trading Standards staff. This will be carried out in our offices. The audit will be tailored to your business. The Service recognises that small businesses do not have or need complex procedures; however we will require you to demonstrate how you meet the requirements of the scheme.

If you or any of your employees work in or around premises (which includes gardens and land and buildings attached to the property) or in circumstances where the auditing officer feels it is appropriate; they are required to provide a current disclosure certificate. See information below under Basic Disclosure Certificate.

Once you are a member we will carry out re-audits, the frequency will be based on a risk assessment of your business.

In making the annual membership renewal payment you are confirming that you continue to comply with all the schemes requirements.

If the membership renewal is not received within 12 months a new application and fee will be required to re-instate membership.

We may monitor compliance on a continuing basis, this may include tracking any consumer complaints and enquiries received by us, Citizens Advice or any Regulator or body with whom you claim membership or are required to be registered with.

If we are unable to complete the audit, either because we are unable to obtain satisfactory evidence of compliance or because the information requested has not been supplied, we will decline membership.

DISCLOSURE CERTIFICATE INFORMATION

The Protection of Freedoms Act 2012 is the legislation which controls eligibility for the various types of Disclosure Certificates.

Guidance and advice as to the application of the controls are on the following websites:

<https://www.gov.uk/criminal-records-bureau>
<http://www.homeoffice.gov.uk/crime/vetting-barring-scheme/>

Unless you can meet the legal criteria to enable you to obtain an Enhanced or Standard Disclosure Certificate you are only able to obtain a Basic Disclosure Certificate from Disclosure Scotland. Each individual will have to apply for their own Basic Disclosure Certificate; this will be sent to their home address.

Persons under 18 cannot apply for a Basic Disclosure Certificate.

All staff who have unsupervised access to vulnerable people through their job are required to carry out a DBS check. This includes sub-contractors unless they are supervised **at all times** by the owner and/or an employee of the applicant business, who has had a basic disclosure check.

We ask for these checks to add reassurance to customers where businesses are carrying out work in or about their homes or in contact with children or vulnerable adults.

The Basic Disclosure Certificate is available from Disclosure Scotland and can be obtained from their website at <http://www.disclosurescotland.co.uk/>. Please ensure you read the guidance available on the website making sure that you apply for a Basic Disclosure Certificate. It is the individual's responsibility to apply for this Certificate and only the person to whom the disclosure relates can make the

application. You must also pay the required fee as stated on the Disclosure Scotland website.

If you already have other types of Disclosure Certificate;

We may accept the Certificate if:

- it is under 12 months old (we will need to be able to verify that you have obtained the certificate through an appropriate process). We will ask you to confirm that the certificate remains correct, in that there have been no convictions following the date it was obtained.
- An Enhanced Disclosure Certificate may be required at the discretion of the Trading Standards Service.
- If you have obtained a Disclosure Certificate through voluntary work, for example scouts, school governor etc, we will ask to see the certificate.

I already have employees; can I require them to undergo checks?

You should discuss this with your staff and look at your contracts of employment. If you intend to compel employees to produce a Basic Disclosure Certificate you should seek the advice of an employment law specialist. The Certificate can only be obtained with the consent of the 'subject' that is the person on whom the check is being made so you will need the agreement of each individual.

I already know that a Basic Disclosure Certificate will reveal previous convictions, what will happen?

If you are applying for membership and you know that either you or one of your employees has previous convictions you should discuss this with us. We will assess all previous convictions on an individual case-by-case basis.

What does the Trading Standards Service do with the Disclosure Certificates?

The information contained within the certificates, whether it shows a conviction or not, is sensitive personal information. If we are provided with the actual certificate we will note that we have seen it and return the original. If you provide copies these will be destroyed once we have a decision based on the contents.

Do I need to renew Basic Disclosure Certificates?

No, we require certificates to be produced in the following circumstances:

- On joining the Scheme
- New employees

When we re-audit your business we will ask that you confirm that to the best of your knowledge the facts contained within the Basic Disclosure Certificates have not changed. Any changes that you may be aware of in the information due to recent conviction we should be notified of.

Rehabilitation of offenders

Many criminal offences are subject to rehabilitation; in brief this is a process by which convictions can be disregarded for most purposes following a period of time from the date of conviction.

As a business you must comply with the rehabilitation rules and we will also disregard convictions which are spent.

Guidance on rehabilitation of offenders is available on the NACRO website at www.nacro.org.uk and type 'rehabilitation' into the search field.

INSURANCE

It is your responsibility to have appropriate insurance cover in place to cover the activities you undertake and, where appropriate, your liability in respect of customers and others entering your business premises. You may also require employers liability insurance if you employ staff.

If you are a member of a trade or professional body or subscribe to a code of practice you should check if this requires you to have specific types of insurance, or minimum insured amounts, in place.

We will ask you to provide evidence of appropriate cover in the form of a Certificate of Insurance, please ensure this is current, includes all the activities you undertake and is written in the true identity of the business.

You should note that insured amounts do not represent a limit of your liability to customers or others but merely the maximum amount that the insurance company will pay in the event of a claim. Accordingly you must not limit your liability to the amount covered by your insurance policies

NOTE. Whilst we require adequate and appropriate insurance to be in place we are unable to advise you on the specific policies, contents, amounts insured or related matters.

CUSTOMER COMPLAINTS

Even the best run businesses will occasionally receive customer complaints and queries. Our advice is that you respond as soon as practicable but avoid being rushed into make a quick judgement.

We can provide you with advice as to whether a consumer complaint is justified in law but it is ultimately your decision as to what action you should take.

We will expect you to respond to customer complaints in an appropriate manner and to maintain a suitable record of complaints received and actions taken. How you do this will depend on the size and type of your business.

What we would expect:

1. Record all complaints received
2. As a minimum acknowledge all complaints within 5 working days.
3. Actively seek to resolve complaints
4. Record outcomes

We will expect that complaints are resolved promptly but we also recognise that finding an outcome acceptable to all parties can sometimes take some while. However if you are unable to reach a solution you should inform your customer, preferably in writing, stating what you are prepared to do and giving a date by which the customer can accept this offer.

Lack of communication between a trader and a customer with a problem no matter how large or small can only cause more problems.

Help available from Trading Standards

We may offer you advice on how to respond to very complex individual customer complaints but would expect you to deal with more routine matters without our help. It is recommended that if you are unsure what your legal responsibilities are in a complaint that you contact the Service for some clarification. This can sometimes prevent the complaint from escalating.

We may agree to offer to mediate between the parties involved but unless we specifically say so this will not be a legally binding arbitration service.

In the event that you are unable to resolve a complaint and either you or your customer decides to take the matter to court we will expect you to comply with any subsequent judgement.

SELLING GOODS AND SERVICES TO CUSTOMERS IN THEIR HOMES

Scheme members are not permitted to cold call at a consumer's home but are permitted to advertise using leaflets, mail shots etc.

If you do enter into a contract with a customer whilst in their home for goods or services you will need to comply with specific requirements.

The legislation is **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**. Information is available on the Business Companion Website (www.businesscompanion.info)

The main implication for your business is that you will need to provide a written notice which gives the consumer 14 days in which to cancel the contract. The format of the notice and guidance can be found on the website.

If you are in any doubt whether you need to comply with these requirements please contact us for advice.

SAFETY AND WELL-BEING OF CUSTOMERS

The safety and well-being of customers and other persons is of paramount importance.

Safety

It is your responsibility to ensure that when working in your customer's home, garden or other premises you follow appropriate safe working practices so as to avoid placing yourself, your customer or other persons at risk of injury.

In particular any power tools, cables, ladders, scaffolding, chemicals, paints and other hazardous materials must be used and stored in accordance with manufacturers' instructions. You should also follow any relevant safe working procedures published by manufacturers of equipment, the Health and Safety Executive or as part of industry standard guidelines.

You should ensure that you leave your customer's home secure and that any equipment or materials stored on site are in a safe and secure condition.

Well-being

We expect our members to recognise that some customers will be vulnerable due to their age, mental and/or physical condition or will need your expertise to determine what goods or services are suitable for their needs. These customers may take longer to reach appropriate decisions, require more information and guidance and you should ensure that they are given sufficient time for this.

As a member you are not expected to treat customers in a discriminatory way. Customers must be treated equally and in a polite and courteous manner, regardless of age, disability, HIV status, marital status, race, religion, sex, sexuality, sexual orientation, nation origin or ethnicity.

Pressure selling

The Trading Standards Service regard 'pressure selling', as having an adverse effect on well-being; this will include undue emphasis of the benefits of warranties, insurances and ancillary products.

You should not undertake excessively long sales pitches, offer falsely described discounts or other benefits for immediate sales or adopt any similar practice with the aim of applying undue pressure on the consumer to reach a decision to purchase.

Pricing

You must ensure that customers have been provided with a full, complete and clear indication of the price, or how the price will be calculated, before they agree to purchase goods and services. This should take into account the individual circumstances of the customer.

We do not require that businesses offer the lowest or best value prices for the goods and services provided. The price of goods and services is a matter for negotiation and agreement between the business and consumer.

Deposits and advance payments

We understand that businesses require a deposit to ensure that customers are committed to purchase the relevant goods and services.

The amount of a deposit should not be excessive and should reflect the potential loss to the business should the customer cancel before work begins.

Advance payments may be for the purpose of purchasing materials, hiring equipment etc to commence work. Where part-payment is required in advance of work being completed, this should be clearly identified on the contract.

LOGO AND PROMOTIONAL WORDING

When you are approved as a member of the Scheme you are required to publicise that you are a member and will have permission to use the logo.

The logo can only be produced in the colour format or in a greyscale. A copy of the logo will be supplied to you. This can be used in the following ways:

- On your business stationery (eg letterheads)
- In your advertising or promotional literature
- On your business website
- On your business premises and vehicles

The logo may only be used in association with your business to demonstrate membership of the scheme and must not be used in association with specific goods or services.

We will provide you with a membership certificate.

Restrictions on use

Authorisation by the Isle of Wight Council to use the Scheme logo does not give any implied right to use any other local authority logos, badge or sign as used by that or any other local authority or Trading Standards Service.

You must not use the logo until you have been given written permission to do so. Use of the logo prior to approval of membership may result in your application being rejected and/or legal action. In the event that you either leave the scheme or have your membership terminated or suspended by us your right to use the logo will be removed.

Promotional Wording

If you wish to use the logo or use other wording in a promotion please contact the Service to discuss this. We will decline to approve any promotional wording which misleads as to the nature of the scheme, your status as a member or is detrimental to the brand and reputation of the scheme.

Renewal of Membership

You will receive two emails before your membership is due to be renewed reminding you that it is due for payment and then a further email the day after it expires. Once this happens you will no longer be classed as an active member and you will automatically be removed from the web site listing. If you make your payment within the following 12 months you will be automatically included back on the scheme. However, should payment not be made within this one year period you will no longer be a valid member of the scheme, and to re-join you will have to re-apply and carry out the application process in full along with paying the application fee.

Termination of membership

When applying the logo or wording to your stationery, adverts, vehicles etc please remember that if your membership of the Scheme should end for any reason, permission to use the logo and statements will be revoked with immediate effect.

All certificates and documentation indicating membership of the scheme shall remain the property of the Isle of Wight Council Trading Standards Service and shall be returned in the event that membership ends. Customers responding to advertisements on the basis of the logo eg via Yellow Pages, must be informed of the withdrawal of approval.

Should you continue to use the logo and/or words 'Trading Standards Approved' after your membership has been terminated, whilst your membership is suspended, or because you have left the scheme for any other reason you may be committing a criminal offence.

The Isle of Wight Council will not accept any responsibility or liability for costs incurred in removing the logo/promotional wording.

BREACHES OF TERMS AND CONDITIONS

The success of the scheme relies on the performance of business members; each business trading on its own reputation and everyone relying on other scheme members to keep the Isle of Wight Trader Approval Scheme's reputation high.

We will need to be able to take sanctions against businesses who do not meet the scheme's standards but we also recognise that businesses may need help to identify what they need to do. We have a number of options we will use where businesses fail to meet the scheme requirements:

- Advice which may be verbal or in writing
- Warning letter which can set out dates by which actions are required
- Further audits which may set out dates by which actions are required
- Suspension of membership pending completion of remedial actions
- Termination of membership

The Isle of Wight Council Trading Standards Service will be flexible and proportionate when taking these actions and where possible will seek to work with the business to find a solution.

The Isle of Wight Council Trading Standards Service is responsible for the enforcement of the legislation which regulates how businesses must operate. The Service is committed to comply with:

- The Regulatory Services Enforcement Policy
- The Regulators Compliance Code

In the event that there is evidence of an alleged offence by a Scheme applicant or member we may take further action in respect of that offence or breach. Membership of the Scheme does not confer immunity from prosecution.

CHANGES TO TERMS AND CONDITIONS

We will review the operation of the Scheme from time to time which may mean that there will be changes to the terms and conditions.

We will notify members of significant changes by posting an appropriate notice on the website, and/or by email addressed to the last known contact and/or by letter addressed to the known address. Members remain responsible for checking the website from time to time, and in particular when renewing membership, to ensure they are aware of updates and are compliant with the requirements of the Scheme