

# Commitment by Businesses



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## Part One

### Introduction

1.1. Trading Standards as part of an overall objective to establish the highest standards of trade has introduced this approved trader scheme (The Scheme). The Scheme is intended to demonstrate the commitment of your business to dealing fairly and honestly with your customers and the commitment of the Trading Standards Service to supporting local business.

1.2. The terms and conditions of the Scheme define the minimum standards required of members and membership of the scheme requires businesses to adhere to them. These minimum standards have been designed to ensure that member businesses are equipped to deliver good customer service, together with the right and proper personal approach by each and every member of staff.

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. The Scheme is regionally co-ordinated and therefore, 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.

*January 2011*

## Part Two

# Administrative Procedures

### 1. General administration of the Scheme:

1.1. The Trading Standards Service will manage and administer the Scheme. As such the Service reserves the right to alter or amend the Terms and Conditions at their discretion. This may be in response to the introduction of new legislation, publication of codes of practice, developments in industry best practice or for other reasons. Any changes will be notified to members as soon as is reasonably practicable. Failure of a member to comply with any new terms and conditions may result in revocation of membership.

1.2. Membership is only available to businesses that carry out a significant proportion of their business within the geographical boundaries of the local Scheme operator.

1.3. Members will have the option of withdrawing from the Scheme at any time by giving written notice to the Scheme operator. Entitlement to refunds of any fees paid will be considered on an individual basis.

1.4. Membership of the Scheme requires businesses to adhere to the Terms and Conditions of the Scheme. Prior to becoming a member, applicants will be asked to confirm they have read and fully understood the terms and conditions. Applicants should make sure the scheme administrators are kept up to date with any relevant changes in their circumstances. Applicants and members are asked to note that claiming membership of approval schemes such as Buy With Confidence without complying with the terms of approval constitutes a criminal offence under the Consumer Protection from Unfair Trading Regulations 2008.

### 2. Approval and Monitoring:

2.1. **Approval:** An application for approval must be made on the appropriate form which will be acknowledged within 7 working days of receipt. In deciding whether you are suitable for membership of the Scheme we will take into consideration criteria which includes the following:

Ø 2.1.1. An initial audit of each applicant premise to monitor compliance with trading standards legislation and the Terms and Conditions of the Scheme. This may include inspection of relevant business documents, products, procedures, etc. You agree to the audit and inspection and will co-operate with the inspecting officer in providing access to all relevant records and processes.

Ø 2.1.2. An assessment of previous complaints made to the Trading Standards Service. This may involve seeking further information from any complainants concerned.

Ø 2.1.3. The collection of references from a number of customers randomly selected by the auditing officer. In some limited circumstances where the collection of customer references is problematic (for example small retail outlets) this requirement may be waived.

Ø 2.1.4. Where deemed appropriate we reserve the right to consult with any other regulatory agency or other sources of information concerning your fitness to be a Scheme member.

Ø 2.1.5. If you carry out work in or around domestic premises, or other high risk groups, you will be required to supply a Criminal Records Bureau (CRB) Disclosure form in respect of every employee and unsupervised subcontractor who does such work on your behalf. If you are unsure whom this requirement applies to, please see our Criminal Records Disclosure guidance.

o 2.1.5.1. If a CRB 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 applicants "Buy With Confidence" administering Authority's decision will be final.

o 2.1.5.2. CRB Checks must be done for all permanent staff who will be working in or around domestic premises. This requirement also applies to unsupervised subcontractors. For new staff, a CRB application must be applied for within four weeks of their commencing employment and the disclosure certificate supplied to your administering authority without delay.

Ø 2.1.6. If your application for membership is unsuccessful, you will be offered advice on and given reasonable assistance with any further actions necessary to fulfil the Scheme's criteria.

Ø 2.1.7. If your application for membership is refused then you have a right to appeal. Further details on these procedures can be found in the document Disciplinary and Appeals Procedures.

2.2. **Monitoring:** in assessing whether members remain suitable for membership of the Scheme, the Trading Standards Service will use the following performance indicators.

Ø 2.2.1. 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.

Ø 2.2.2. An assessment of any complaints made to the Trading Standards Service concerning the member. This may involve seeking further information from complainants.

Ø 2.2.3. An assessment of any Feedback Forms received about a member.

Ø 2.2.4. The Trading Standards Service reserves the right to carry out "Mystery Shopper" exercises for monitoring purposes.

### **3. Fees:**

3.1. An annual fee is payable in respect of each business which is a member of the scheme. This will be determined from time to time by your local authority. The amount payable by each member may vary according to the number of premises or personnel associated with the business. Currently, the Isle of Wight Trading Standards Service does not make any charges, however, this situation is constantly under review and it may be necessary to cover costs in the future.

3.2. The Service may introduce or amend any fees or charges pertaining to the Scheme on giving members three months written notice. Written notice shall, in this context, include publishing upon any website dedicated to the Scheme.

3.3. Should the Scheme be suspended or terminated, appropriate proportional reimbursement of membership fees will be made. No reimbursement will be made in respect of advertising material or documentation. Further details can be found in the document Logo and Promotional Wording - Terms of Use.

### **4. Freedom of Information Act 2000 – Disclosure of Information:**

4.1. You agree that where reasonable, information about the status of your membership may be disclosed to interested parties including the general public. This information may include (but is not limited to) details of compliments and/or complaints received. All such information will be handled sensitively and consideration will be given to the interests of the business as well as the integrity of the scheme.

4.2. The scheme operator is required to comply with the requirements of the Freedom of Information Act 2000 in relation to any information held by it. All such information held in relation to individual members will be treated with discretion, however, an explanation of the legislation and its implications can be found at The Information Commissioner's Office: [www.ico.gov.uk](http://www.ico.gov.uk)

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## Part Three

# Code of Practice

### 1. General:

1.1. This Code of Practice defines the minimum standards required of members. These minimum standards have been designed to ensure that member businesses are equipped to deliver good customer service, together with the right and proper personal approach by each and every member of staff.

1.2. Your administering authority will carry out assessments of applicants' (and from time to time members') suitability for membership, and provide appropriate guidance in relation to Trading Standards laws, however, responsibility for complying with all applicable laws remains with the business. Accordingly scheme administrators shall not be held responsible for acts or omissions by the business which result in civil or criminal liability. If you have any doubts regarding your obligations, please discuss these with your local scheme administrator.

1.3. Businesses should note that Trading Standards have a duty to enforce certain breaches of legislation through civil enforcement action or prosecution as appropriate. Past, present or prospective membership of the Buy With Confidence scheme offers no safe harbour from such action, or the action of other enforcement bodies. Any investigation into alleged breaches of legislation enforced by Trading Standards will be done as fairly and as quickly as possible. Any such investigation will be conducted by an officer other than your normal contact officer. The investigating authority will follow its published Enforcement Policy and a copy of this is available on request.

1.4. Your business must have been in operation in its current format for at least six months prior to approval of membership.

1.5. You will have adequate insurance including public liability insurance.

1.6. There shall be sufficient management control in place to ensure that the business operates legally and adheres to set customer service procedures.

1.7. You agree to co-operate with the inspecting officer and provide access to all relevant records and processes during audits and inspections, and thereafter throughout membership.

1.8. You must ensure that a copy of this Code of Practice is made available to any interested party upon request.

1.9. If you are a member of a trade association which has its own code of practice the terms of that code must also be adhered to at all times.

1.10. General codes, standards and guidance issued by relevant authorities, for example the Office of Fair Trading, must be adhered to at all times.

1.11. You must notify the Trading Standards Service of any:

- Civil court judgements against you.
- Criminal convictions or cautions.
- Insolvency - including (but not limited to) Bankruptcy, Receivership, Administration, Voluntary Arrangements.
- Other changes in relevant circumstances for the business which may affect its approval. These may include, but are not limited to; changes to senior staff, changes of suppliers, new product or service lines or new premises.

Such notifications may result in a need to reapply for membership. The Trading Standards Service will assess any such application and the process may include, at its discretion, a further audit. Failure to notify the Trading Standards Service of any of the above will be regarded as a breach of this Code of Practice.

1.12. In terms of adherence to the Scheme's Terms and Conditions, you will be held responsible for all employees and subcontractors working on behalf of your business.

1.13. Membership of the scheme is not transferable except at the discretion of the administering authority. Any change of ownership or directorship must be notified at the earliest opportunity.

## **2. Customer Service:**

2.1. Your business will be committed to trading fairly and providing a good quality customer service at all times. You agree to comply with the spirit as well as the letter of this code of practice and all relevant legal requirements.

2.2. You will not restrict consumer's statutory rights in any way.

2.3. You will not seek to take advantage of vulnerable consumers, where necessary and reasonably practicable you will offer additional assistance to ensure that all aspects of the transaction are fully understood.

2.4. Manufacturers' guarantees and other forms of warranty are in addition to customer's statutory rights and you must not seek to exclude or remove these existing rights in anyway. Where guarantees and/or warranties are included as standard in the transaction, clear and accurate details should be provided to the customer.

2.5. Where additional guarantees and warranties are offered to consumers it must be made clear that these are optional and in addition to the consumer's statutory rights. Clear and accurate details should be provided including a clear indication of who is responsible for the guarantee or warranty. There must be no high-pressure selling of additional guarantees or warranties.

2.6. Where appropriate, you will provide, in advance of the contract clear and accurate information on key terms and conditions. Consumer contracts must comply with the Unfair Terms in Consumer Contract Regulations 1999 and any relevant guidance issued by the Office of Fair Trading.

2.7. Where appropriate, given the size and nature of the business, we may require full written information concerning the contract to be provided on request. (This does not affect any legal obligation upon a business to provide written contractual information).

2.8. Where the supply of further goods or services (whether by you or any other third party) are linked to a contract and there are charges associated with the provision of these goods or services then this fact must be communicated to customers prior to the initial contract. Furthermore, the actual charges involved must be communicated to the consumer before they are legally obliged to accept said goods or services.

2.9. Completion/delivery dates should be as flexible as possible and should be agreed in advance. Where delays prove unavoidable the customer should be given as much advance notice as possible. Where appropriate, given the size and nature of the business, we may require that such dates be communicated in writing. Where agreed delivery dates cannot be met then suitable alternatives or appropriate remedies should be offered to customers.

2.10. You must give clear and accurate information on any cancellation rights which exist in relation to a contract, whether these are statutory or additional rights.



2.11. Where appropriate, given the size and nature of the business, easily accessible and user-friendly after-sales procedures should be in place to ensure consumer requirements are dealt with effectively. Any charges in relation to these after-sales procedures must be clearly communicated to users. In certain instances we may require such charges to be notified prior to purchase.

2.12. Repairs and Services:

Ø 2.12.1. All contract terms for any repairs and servicing work should be clear and precise. Your business must not commence work without the customer's express consent, if unexpected additional work is then needed, the customer should be notified and further permission obtained before any extra work is carried out. You must 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.

Ø 2.12.2. You will make any "call out" charge or "minimum charge" known to the customer prior to a visit being made.

2.13. Training:

Ø 2.13.1. Your business will ensure all staff are competent for the work they carry out, have knowledge of relevant civil and criminal law, and that they are fully aware of the commitments made by the business relating to this scheme.

Ø 2.13.2. Where appropriate, given the size and nature of the business, records of staff training will be kept, signed and dated by the staff member concerned.

2.14. You must not 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, national origin or ethnicity.

### **3. Advertising and Promotion:**

3.1. All members will receive a Certificate of Membership, where appropriate this must be displayed in a prominent position on retail premises.

3.2. All members will receive customer Feedback Forms, these should either be displayed in a prominent position on retail premises or be otherwise clearly made available to customers.

3.3. All members must indicate their membership to their customers. For example, this may be done by displaying the certificate, using the logo on stationery and in advertising etc. Any consumer who makes a complaint to the business must be informed of membership immediately. Failure to do adhere to this term will be considered a breach of this code of practice, and may amount to a breach of the Consumer Protection from Unfair Trading Regulations 2008.

3.4. Please refer to the document Logo and Promotional Wording - Terms of Use for further guidance concerning the rules relating to promotion of your membership of the Scheme.

3.5. You must undertake that all promotional material shall be clear and truthful and will comply with any relevant advertising legislation or national advertising code of practice.

3.6. You must not undertake cold-calling of consumers.

3.7. You must undertake not to engage in high pressure selling practices.

3.8. You must undertake not to promote in any way the sale of alcohol, tobacco or other age restricted items to underage persons.

3.9. Approval of a business under the Scheme does not indicate in any way that all of the businesses products or services comply fully with the law. No implication to this effect must be made in any promotional material.

## **4. Customer Complaints:**

4.1. You will undertake to implement a customer complaints procedure which is at least equivalent to the guidance in the document Customer Complaints Procedure. Your procedures must be fully understood by all staff who come into contact with the public. Where appropriate, given the size and nature of the business, the Trading Standards Service may require more comprehensive procedures to be in place.

4.2. If it is not possible for you to resolve a complaint the customer should be given a clear explanation as to why this is the case. You will offer to refer the matter to the Trading Standards Service on behalf of the customer for impartial advice. The Trading Standards Service may offer a conciliation and will provide details of any such service which is available to members.

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## Part Four

# Customer complaints procedure

## 1. Customer complaints procedure:

1.1. Members must have an effective customer complaints procedure in line with the following:

1.1.1. It is the responsibility of the member to resolve all complaints about their business

1.1.2. Any complaints will be dealt with promptly, effectively and courteously, in accordance with good business practice and the terms of the scheme. A person will be nominated to take overall responsibility for the management of customer complaints.

1.1.3. All customer complaints will be recorded.

1.1.4. An initial response must be made to any customer complaint within five working days.

1.1.5. If it is not possible to resolve a customer complaint within one month of receipt, the customer will be given a written explanation by the business detailing why the complaint has not been resolved and what steps are being taken. If a scheme member believes that a customer complaint is unjustified this may take the form of a full written explanation from the scheme member's perspective.

1.1.6. Where it has not been possible to resolve the complaint, you must offer to refer the complaint to your local scheme operator to assist in reaching a solution. Alternatively, if the customer requests it you should provide them with the contact details of your local scheme operator.

1.2. If necessary the Trading Standards Service will be able to offer civil advice to both parties.

1.3. Members will co-operate with the Trading Standards Service or any other formal intermediary consulted by a consumer in an attempt to resolve any complaint.

1.4. Where you have dealt with customer complaints in accordance with paragraph 1.1 above, without success but have not taken it through arbitration or small claims, we will try to assist in resolving the matter.

## 2. Mediation:

2.1. If a solution to a customer complaint cannot be found then the local scheme operator may offer to mediate and / or conciliate. The details of mediation and conciliation processes do vary between individual scheme operators. Full details of any service offered will be made available by your local scheme operator.

2.2. If a mediation and / or conciliation service is made available to members by the scheme operator then the business must ensure that the customer is aware of this service. The ultimate decision as to whether mediation and / or conciliation takes place lies with the scheme operator. The customer will always retain the right to decline use of any service offered and retain the right to seek redress through the court system.

2.3. If a satisfactory conclusion still cannot be reached, the agreement of the customer and the business will be sought for the use of a mutually agreed adjudication scheme. There may be some cost to either/both parties for this service as it would be externally sourced. The business will accept the result of the adjudication. Where not agreed or where not available either party may decide to take the matter to the appropriate civil court.

*January 2011*

## Part Five

# Member Benefits

### 1. Publicity:

1.1. The scheme operator will maintain a publicly available website which will contain information about the Scheme, access to standard documentation and will also allow viewers to search for member businesses by trade sector and/or geographical area, listings will include your business address and contact information.

1.2. The scheme operator will make available upon request a list of member businesses.

1.3. The scheme operator will provide you with a membership certificate for display in your premises.

1.4. The scheme operator will provide you with window and van stickers advertising your membership of the Scheme.

1.5. The scheme operator will provide you with an electronic version of their logo for use in your own advertising and promotional material.

1.6. The scheme operator will produce posters and leaflets promoting the Scheme which will be used for display at events and in public buildings.

1.7. The scheme operator will seek to promote the Scheme at relevant events and presentations given and attended by them and in appropriate written and broadcast media.

### 2. Regular Advice and Assistance:

2.1. The scheme operator will provide advice on specific enquiries about trading standards legislation and will provide updates on changes in the law as appropriate.

2.2. An e-mail address and a telephone contact will be provided for members' queries about the Scheme or about trading standards/consumer protection legislation in general. Responses will be made within five working days. Queries will be allocated to a named contact officer who will be able to offer further advice and assistance on any trading standards related matters, when required this advice can be confirmed in writing.

2.3. 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.

2.4. The scheme operator will produce a regular Newsletter which will inform you of recent developments within the Scheme, new legislation and other current regulatory matters.

*January 2011*

## Part Six

# Logo & Promotional Wording - Terms of Use

### 1. Introduction:

1.1. As an approved trader you are required to publicise that you are a member of the Buy With Confidence (BWC) Scheme and will have permission to use the BWC logo.

1.2. The BWC logo was specially created to achieve a strong identity for the scheme and as such must not be redrawn, reshaped or altered in any way. The logo should always be presented as large as comfortably possible, as strong branding and a consistent approach is essential.

1.3. The logo must only be produced in the official colour format (where possible) or in greyscale (black & white) for a single colour print.

### 2. Use of the logo:

2.1. You will be provided with a copy of the Buy With Confidence logo, which can be used in the following ways:

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

2.2. In the case of approval limited to a specific branch or branches, the logo shall not be used in a way which implies approval of the whole organisation.

2.3. The use of any other local authority logo in a way which implies a connection with Buy With Confidence is not permitted within the terms of your membership.

2.4. If the logo you are supplied with includes one of the statements listed in 3.1, the wording and logo should not be altered in any way as to be misleading or give undue emphasis to any aspect (e.g. Trading Standards approved).

2.5. If you wish to use the logo in any other way, please contact us for approval first.

2.6. Use of any other Council Logo is not permitted within the terms of your membership unless specifically stated in writing by the approving authority.

2.7. Unauthorised use of the Buy With Confidence logo may be a criminal offence and may also result in your expulsion from the Scheme.

2.8. Applicants are reminded that the Buy With Confidence logo and associated claims may not under any circumstances be used unless and until approval of membership has been formally provided. Such unauthorised use would constitute a criminal offence and a trademark infringement which will jeopardise the application and may result in prosecution.

### 3. Promotional Wording:

3.1. As well as using the logo, you may wish to publicise your membership of the scheme by making a written statement in your advertisements etc. Once your business has been approved, permission is given for the following statements to be used in connection with your membership:

- Approved Buy With Confidence member.
- Trading Standards Scheme member.

The following statement may only be used in conjunction with the Buy With Confidence logo which must be of equal or greater size and prominence:

- Approved by Trading Standards/Trading Standards Approved.

3.2. Other statements are **not acceptable for use**, some examples are listed below, they are not a definitive list:

- Recommended by Trading Standards/ the relevant local authority.
- Approved by the relevant local authority.



- Working with or in conjunction with or in association with Trading Standards / the relevant local authority.

3.3. If you would like to use any other phrase, please make sure you contact us first in order to obtain written permission.

#### **4. Termination of membership:**

4.1. 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 be returned to the authority within 14 days. This may also result in your business having to amend adverts; vehicle livery etc. the approving Authority/Buy With Confidence will not be able to accept liability for any costs involved in taking this action.

4.2. All certificates and documentation indicating membership of the scheme shall remain the property of the scheme operator and shall be returned in the event that membership ends. Customers responding to advertisements on the basis of the logo e.g. via Yellow Pages must be informed of the withdrawal of approval.

4.3. **Important:** Unauthorised use of logos or statements could result in your membership being terminated and may constitute a criminal offence. The Buy With Confidence Logo is a registered Trademark. Buy With Confidence reserves the right to take legal action against an individual or business which mis-uses the mark.

*January 2011*

## Part Seven

# Criminal Records Disclosure

### 1. Introduction:

1.1. The Buy With Confidence scheme is committed to encouraging high business standards, and to promoting an environment in which consumers can buy goods and services safely. For this reason, applicants and members of the schemes are asked to provide information in relation to criminal records.

1.2. It is a condition of membership that Basic Disclosure certificates are provided for some personnel. This document provides guidance about what is required.

### 2. Who needs to do CRBs?

2.1. All staff who do work in or around domestic premises (which includes gardens and land and buildings attached to the property) are required to provide a current disclosure certificate. This would not normally include occupations, where in the normal course of events the work would only constitute a visit to a door of the property. However, note also 2.4 below.

2.2. All staff who have unsupervised access to vulnerable people through their job are required to carry out a CRB check.

2.3. CRBs are not required for directing minds of businesses unless they are going to domestic premises or will have access to vulnerable people (see 2.1, 2.2.) Directing Minds of the business are required to disclose any unspent convictions on application to the scheme.

2.4. At the discretion of the Scheme Operator, if intelligence received or other circumstances warrant such an approach, then exceptional checks may be carried out on an individual or individuals.

### 3. Sub contractors:

3.1. Sub contractors working in circumstances outlined in 2 will be required to have CRB checks, unless they are supervised **at all times** by the owner and/or an employee of the applicant business, who has had a CRB check.

#### 4. How often should CRB checks be repeated?

4.1. CRBs are required only on application to the scheme.

4.2. Where applicants have a CRB which is less than 12 months old this is accepted, provided the individual signs a declaration that there have been no convictions subsequently or pending. If a CRB check is more than 12 months old a new check will be required.

#### 5. New employees:

5.1. Where applicable as above, new employees are required to complete a CRB within 4 weeks of joining the business and supply the disclosure certificate to the scheme operator without delay. The owner/director is responsible for ensuring this procedure is completed and the scheme operator informed.

#### 6. Overseas employees:

6.1. Applicants/employees from overseas are required to provide a CRB or equivalent to cover the last 7 years.

#### 7. Minors:

7.1. CRBs checks are required for minors working in the circumstances specified (see 2.1, 2.2.) Please note that some members of Buy With Confidence (who were previously CustomerFirst members) do not currently have CRB checks but will be required to complete checks retrospectively. Please contact us if you require further information. (Please note that some members of Buy With Confidence (who were previously CustomerFirst members) do not currently have CRB checks but will be required to complete checks retrospectively. Please contact us if you require further information).

## 8. Basic Disclosures:

8.1. A Basic Disclosure (termed as a "criminal conviction certificate" in Part V of the Police Act 1997) is the lowest level of Disclosure and is available to anyone for any purpose, on payment of the appropriate fee. It contains details of convictions considered unspent under the Rehabilitation of Offenders Act 1974 or state that there are no such convictions. This type of Disclosure is only issued to the applicant. It is not job-specific or job related and may be used more than once.

8.2. There is a cost for applying for a Basic Disclosure. The cost of obtaining Disclosure is to be borne by the applicant or member business, and will not be funded by the scheme operator.

## 9. Other types of Disclosure:

9.1. Other forms of disclosure may be accepted in place of a Basic Disclosure, at the discretion of the scheme operator. Standard or Enhanced Disclosure issued by the Criminal Records Bureau, will usually be accepted (NB the applicant/member is asked to note the provisions of the Rehabilitation of Offenders Act and Data Protection Act when obtaining this information or sharing it with any third party, including the scheme operator).

## 10. What if a conviction is recorded on the disclosure certificate?

10.1. A balanced judgment will be made having regard to factors such as:

- Ø The nature of the offence
- Ø It's relevance to the post, position or profession in question
- Ø How long ago the offence took place
- Ø The person's age at the time
- Ø Whether it was an isolated offence or part of a pattern of offending
- Ø What is known about the person's conduct and character before or since

10.2. At the Scheme Operator's reasonable discretion, it may be possible to agree a course of action which will allow an application or membership to continue. Examples of appropriate action could include:

- Ø Change of duties for the staff member/sub-contractor concerned
- Ø Further Disclosure to be carried out periodically
- Ø Additional supervision arranged
- Ø Detailed information about the circumstances to be obtained from the Courts or other relevant body

10.3. If there is a perceived risk to customers or to the integrity of the Scheme, the disclosure may be deemed adverse. An adverse disclosure may mean that a application is refused or, if the business is already a member, membership may be terminated or suspended.

## **11. Appeals:**

11.1. If a Scheme Operator deems a disclosure to be adverse, and you believe the decision to be unfair, you are entitled to make an appeal in writing for the decision to be reviewed. You (or the person subject to appeal) may be asked to supply additional information or to attend a meeting as part of the review process.

## **12. Privacy:**

12.1. Disclosures and accompanying information supplied to us will be treated confidentially, in accordance with the Data Protection Act 1998 and any other relevant legislation. Only staff within the Trading Standards Service will have access to the information and it will not be used for any other purpose than is stated. The information will not be passed to any third party organisation unless this is required by law.

12.2. The original Disclosure certificate(s) will be retained for a short period while under review. This period will not normally exceed 6 months and may be much shorter. After review, certificates will be returned by standard post, or on request by recorded delivery. Only the minimum necessary information will be retained thereafter and will be kept in a lockable storage facility.

### **13. Other sources of information:**

Information Commissioner's Office (Data Protection): 08456 30 60 60 or [www.ico.gov.uk](http://www.ico.gov.uk)

Disclosure Scotland: 0870 609 6006 or [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk)

Criminal Records Bureau: 0870 90 90 811 or [www.crb.gov.uk](http://www.crb.gov.uk)

Citizen's Advice Bureau (Employment Law): [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) (no general number)

*January 2011*

## Part Eight

# Disciplinary & Appeal Procedure

### 1. Refusal of Membership:

1.1. Buy With Confidence aims to offer an inclusive policy towards all types of business operating lawfully and in the community interest. However, the operating authority reserves the right to refuse membership to any applicant which 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 acceptance of membership

1.2. Should membership be refused you will have the right of appeal, which must be made in writing within 28 days to the Head of the Trading Standards Service, whose decision shall be final.

1.3. The results of the appeals process shall be communicated to you within 28 working days from the receipt of your appeal.

### 2. Revocation of membership and other disciplinary measures:

2.1. The Trading Standards Service reserves the right to revoke membership:

a). Should there be a significant breach of the terms of membership.

b). If there is a change in relevant circumstances for the business which may affect their approval. These may include, but are not limited to; changes to senior staff, changes of suppliers, new products or services, new premises, convictions and county court judgement, bankruptcy or insolvency proceedings. Such changes may result in a revocation of membership or and need to reapply for membership. The Trading Standards Service will assess this application and the process may include, at its discretion, a further audit.

c). Upon information supplied by any other regulatory agency (or similar) which casts doubt upon the suitability of any particular business to be a member.

2.2. Without prejudice to paragraph 2.1 above, the Trading Standards Service may decide to suspend membership until such time as a full investigation can be concluded. It may also suspend membership in order to monitor whether a particular business remains suitable for inclusion within the Scheme.

2.3. Where membership is suspended or revoked the Trading Standards Service will provide the member with a written explanation of the reason for its action.

2.4. Membership will not be suspended or revoked for reasons other than those specified in the Code of Practice or as a result of other action which is likely to bring scheme into disrepute.

2.5. As an alternative to suspension or revocation of membership the Trading Standards Service reserves the right, where considered appropriate, to implement other disciplinary measures (for example, a written warning or by reducing the interval between subsequent audits).

### **3. Appeals against Suspension or Revocation of Membership:**

3.1. An appeals procedure exists and any member wishing to take advantage of this procedure should write to The Head of their approving Trading Standards Authority within 28 days.

3.2. Appeals will be assessed by an independent review and appeal. This may be by either:

3.2.1. The Local Authority corporate appeals procedure, or,

3.2.2. By an independent panel, consisting of three members independent of the scheme operator. Examples of panels which may be used are:

a). One Buy With Confidence Member, one independent representative, and an officer of another Trading Standards Service

b). Three senior members of staff from the local authority but independent of the scheme management.

c). One consumer representative, one business representative and one trading standards officer independent of the scheme management.

3.3. Appeals will be conducted in writing although in exceptional circumstances an appeal may be conducted by way of a personal hearing.

3.4. The results of the appeal will be communicated to the scheme member, in writing, within 28 days from receipt of your appeal.

3.5. The decision of the Appeals Panel will be binding on both parties concerned.

3.6. There will be no cost to the member for the appeals process.



3.7. If the appeal is not upheld and membership is revoked, then Section 4 of the document "Logos and Promotional Wording - Terms of Use" shall have immediate effect.

*January 2011*