

SAFE AND SECURE SCHEME

MEMBER'S CODE OF PRACTICE

The Safe and Secure Directory (Lancashire Constabulary, Blackpool Care and Repair, Age Concern Blackpool and Blackpool Trading Standards) aims to protect its customers and trades people alike.

The terms and conditions of the Scheme (code of practice) define the minimum standards required of members and membership 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.

The scope of the scheme is designed to provide the residents of Blackpool with confidence when employing tradespersons or businesses for home maintenance only.

Prior to joining the scheme, applicants will be asked to read the terms & conditions laid out in this code of practice and sign a declaration to this effect

1) RESPONSIBILITIES OF SCHEME MEMBERS

1.1.1 The Safe and Secure 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.

1.1.2 What if a conviction is recorded on the disclosure certificate?

1.1.3 A balanced judgment will be made having regard to factors such as:-

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

1.1.4 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:

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

1.1.5 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.

1.1.6 Members must disclose details of any:

- previous convictions & spent convictions(including employees, directors, partners etc)
- civil court judgements against them,
- current legal proceedings

relating to matters covered by this code of practice

1.1.7 Members must possess Public Liability Insurance covering a minimum of £2 million pounds liability. Where applicable, businesses must also possess employers' liability insurance covering a minimum of £5 million pounds liability

1.1.8 It is the responsibility of the member to ensure Blackpool Trading Standards has current accurate information on the business. Where changes occur the membership may be reviewed

1.1.9 Members will understand it is their responsibility when taking on new employees to ensure that:

- they are subject to the terms of the scheme
- all relevant checks are completed and
- are made aware of their legal responsibilities

1.2.0 Members must only undertake work which they are competently able to complete and immediately declare any problems encountered

1.2.1 Members must:

- Notify customers in advance where a 'call out charge' will be made
- Never charge more than the agreed hourly rate or fixed price and to quote prices which are VAT inclusive
- Give written estimates or quotations
- Provide itemized bills

- Provide customer with business address and contact telephone number
- Offer cancellation rights
- Provide feedback forms to customers upon completion of work
- Co operate in full with Non -Trading Standard Organizations such as; Citizens Advice Bureau and Age Concern

1.2.2 All Members and their representatives coming into contact with the customer will carry an identity card supplied by the Safe and Secure scheme.

1.2.3 Members will ensure that a copy of this Code of Practice is made available to any interested party on request

1.2.4 Members will provide relevant qualifications and or registration with national body where required (eg Gas Safe register)

1.2.5 Members will ensure that all staff understand their obligations towards honouring a customers statutory rights

2) ADVERTISING

2.1.1 All Members will receive an introductory CD that includes the Safe and Secure logo, which can be printed and used as window and van sticker advertising your membership of the scheme

2.1.2 Members may use documentation and the logo relating to the scheme, in accordance with copyright regulations and relevant national advertising codes of practice in the following ways:

- On business documentation
- On company vehicles
- In other advertising media

2.1.3 No publicity regarding the scheme should be used in advertising that has an expected life span longer than one year

2.1.4 On ceasing membership of the scheme, all references to membership of the scheme must be removed immediately. Failure to do this could constitute an offence under the Consumer Protection from Unfair Trading Regulations 2008

2.1.5 Members undertake that all promotional material shall be clear and truthful and will comply with any national advertising code of practice.

3) CUSTOMER CARE

3.1.1 Customers must not be deprived of their statutory rights.

3.1.2 Where additional guarantees and warranties are offered it must be made clear that these are optional and in addition to the customer's statutory rights

3.1.3 Members must comply with the Unfair Terms in Consumer Contracts Regulation 1999 when drawing up their contracts with customers

3.1.4 Customer's can expect all work undertaken to be carried out with reasonable care and skill, for a reasonable charge and unless specifically agreed otherwise, within a reasonable time.

3.1.5 Customers should be treated in polite and courteous manner. Where practicable, members will respond promptly to any customers queries before and after the contract has been agreed.

3.1.6 Members will not engage in high pressure selling techniques

3.1.7 Members must supply all goods and services within a reasonable time and any completion dates should be agreed in advance Where delays are unavoidable the customer must be given as much notice as possible of any subsequent delays in delivery or completion. Where appropriate such dates should be communicated in writing

3.1.8 Members will not seek to take advantage of vulnerable customers and where appropriate will take necessary steps to ensure the contract is understood. Signposting customers where appropriate to Trading Standards, Age Concern, Citizens Advice Bureau or other non- profit agencies for additional assistance prior to carrying out the work.

3.1.9 For any works carried out which require compliance with building regulation, or notification to Building Control Services, there is a requirement that the business:

- Unless otherwise explicitly agreed, carries out the work in accordance with current building regulation requirements

- Makes it clear to the customer, where there is a responsibility for notification to Building Control Service
- Make it clear who is going to have the responsibility for notification to Building Control Service

3.2.0 Where relevant, clear and accurate information should be given to the customer on their cancellation rights, under the 'Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008' *

These Regulations enable a customer to cancel a contract for goods or services made during a visit by a trader, whether unsolicited or solicited. The visit may be to the customer's home, place of work, the home of another person, or on an excursion organised by the trader away from his business premises. This right to cancel can be exercised during a cooling-off period of 7 calendar days from receipt of a Notice of the Right to Cancel from the trader. The regulations apply to contracts where the contract price is £35 or more.

Any voluntary cancellation rights provided by the members should be communicated to the customer in a clear and accurate format

3.2.1 If unexpected additional work is required, the customer should be notified and their permission obtained before it is carried out

3.2.2 Members will ensure that all staff are familiar with the code of practice and their statutory obligations. Where necessary, training will be provided by scheme members

3.2.3 If a specific time is not possible, a minimum requirement of morning or afternoon should be provided

* See scheme operators website for 'Business Advice' to download legislation

4) CUSTOMER COMPLAINTS

- 4.1.1** Members must have an effective customer complaint procedure.
- 4.1.2** Members must notify scheme operator of a complaint
- 4.1.3** Members must acknowledge a customer complaint within 2 working days and aim to resolve within 5 working days thereafter
- 4.1.4** Any complaints should be dealt with promptly, effectively and courteously
- 4.1.5** 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
- 4.1.6** Members will co operate with the Trading Standards services in an attempt to resolve any complaint in accordance with the scheme's mediation procedure
- 4.1.7** If necessary the TS service will be able to offer civil advice to both parties

RESPONSIBILITY OF SCHEME ADMINISTRATORS

5) CONCILIATION & MEDIATION

- 5.1.1** Blackpool Trading Standards will provide an impartial mediation service in the event of disputes arising between the parties. With any written record of agreements/outcomes signed by both parties
- 5.1.2** The decision of any mediation process is not legally binding on either party. Blackpool Trading Standards reserves the right to provide further assistance to the customer if the scheme member does not accept the mediation decision.
- 5.1.3** Where complaints cannot be resolved it would be for either party to take small claims court action

6) ASSESSMENT & MONITORING

6.1.1 In deciding suitability of a member to the scheme, Blackpool Trading Standards may take into consideration the following:

- An assessment of any previous complaints
- Consultations, where appropriate, with other agencies involved in the scheme
- Assessment of customer satisfaction surveys received about a member
- Discretionary County Court Judgement Checks
- Customers may be contacted at random to check they were happy with the service completed by the member

6.1.2 Discretionary random checks of sales records may be requested in relation to the number of feedback questionnaires returned

6.1.3 The scheme shall be reviewed annually & the code maybe updated in light of changing circumstances. Any revised copies will be sent to members

7) PUBLICITY

7.1.1 To provide prospective customers upon request, with an impartial list of relevant businesses from the scheme

7.1.2 Promote the scheme to prospective consumers via community groupings on a regular basis, through the council's website and council publications

7.2.3 Posters and leaflets promoting the scheme will be on display in places of public interest

7.2.4 A trader award scheme is due to be implemented where performance results will be published from feedback questionnaires

8) ADDITIONAL BUSINESS BENEFITS

8.1.1 To provide members of the scheme with the relevant education in relation to legislative requirements affecting consumer transactions

8.1.2 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

GENERAL ADMINISTRATION

9) REFUSAL SUSPENSION & REVOCATION OF MEMBERSHIP

9.1.1 A panel of partnership members from Age Concern, Care & Repair & Blackpool Police, all of whom are independent to Trading Standards, will consider revocation or suspension of members for any alleged breaches of the Code of Practice and will seek to notify the member of its decision within 28 days of its submission

9.1.2 As a result of the Independent review, Blackpool Trading Standards reserves the right to refuse or revoke, membership to any applicant or registered member, which it feels does not satisfy the criteria laid down in the code of practice. It may as an alternative to refusal, impose certain conditions that need to be satisfied prior to acceptance of membership

9.1.3 In particular, Blackpool Trading Standards reserves the right to refuse or revoke membership should there be:

- a significant breach in the Code of Practice or
- information supplied by any regulatory agency that casts doubt upon the suitability of any particular business to join the scheme
- If there is a change in relevant circumstances for the business which may effect their approval

9.1.4 Blackpool Trading Standards may suspend membership in order to monitor whether a particular business remains suitable for inclusion within the scheme.

9.1.5 Where membership is revoked, suspended or refused Blackpool Trading Standards will provide written reasons for its decision

9.1.6 As an alternative to suspension or revocation Blackpool Trading Standards may implement other disciplinary measures (eg written warning)

9.1.7 While membership is suspended, the member shall specifically draw the customers attention to the scheme no longer applying

9.1.8 Membership will not be suspended or revoked , nor will expulsion be refused for reasons other than those specified in the Code of Practice or as a result of other action which is likely to bring the scheme into disrepute

10) APPEAL AGAINST REFUSAL, SUSPENSION OR REVOCATION OF MEMBERSHIP

10.1.1 Should membership be refused you will have the right of appeal, which must be made in writing within 28 days to : Safe and Secure Manager, 125 Albert Road, Blackpool FY1 4PW

10.1.2 The appeal will be forwarded to a panel (see 9.1.1) who are independent of Blackpool Trading Standards for a decision.

10.1.3 Appeals will be conducted in writing and a decision will be made by the independent panel within 90 days

10.1.4 If a member is unhappy with the decision, the complaint will be passed to the Councils corporate complaints procedure

11) FEES

11.1.1 Members wishing to apply for membership will be required to pay £60 to cover administration costs of the application procedure

11.1.2 There will be an annual fee of £30 which covers the costs of an annual review to maintain membership of the scheme, non-payment will result in removal from the scheme.

11.1.3 On giving six months notice, Blackpool Trading Standards may introduce or amend any fees or charges with regard to membership of the scheme.

FREEDOM OF INFORMATION ACT 2000 DISCLOSURE OF INFORMATION

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.

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

CONTACT DETAILS

SAFE AND SECURE CO ORDINATOR
BLACKPOOL TRADING STANDARDS
125 ALBERT ROAD
BLACKPOOL
FY1 4PW

TEL: 01253 478375
E-MAIL: jess.hall@blackpool.gov.uk

DECLARATION

I confirm that I have read the code of practice & understand that a breach of its terms and conditions may result in refusal, suspension or revocation of the scheme.

Full Name

Business Name (if applicable)

Signature

Date.....