



better business
partnership
— Perth & Kinross —

Better Business Partnership Rules, Principles and Aims

For further information on the scheme or to request an application form contact:
Environment Services Hotline on Perth 01738 476476.



TAYSIDE POLICE



**PERTH &
KINROSS
COUNCIL**

Rules, Principles and Aims

Better Business Partnership - Rules, Principals and Aims

1 Introduction

- 1.1 This scheme has been introduced by Perth & Kinross Council Trading Standards Service (Hereinafter referred to as “Trading Standards”) and Tayside Police to establish high standards of trading by businesses in Perth and Kinross. The scheme is intended to demonstrate a commitment by the member business to fair and honest trade providing confidence to the householder and credibility to the business. The scheme may also be referred to as the “better business partnership” or ‘bbp’.
- 1.2 Member businesses will be committed to providing a quality service and promoting a high standard of customer satisfaction. In becoming a member of the scheme, members will agree to comply with the spirit and the letter of both the civil and criminal law relating to their business. This includes laws relating to product and environmental safety, consumer credit, prices, fair trading and weights and measures.
- 1.3 Working as a partnership with businesses can be beneficial to traders, consumers and Trading Standards.
- 1.4 Perth and Kinross Trading Standards will keep an up-to-date list of member businesses and make it available, upon request, to members of the public (see 3.4).

2 Scheme Administration

2.1 The Panel

References to ‘The Panel’ throughout this document refer to:

- a) a panel consisting of, initially, two representatives from Trading Standards and one representative from Tayside Police to be known as the ‘**Interim Panel**’, or,
- b) the ‘**Full Panel**’ where, within one year of the scheme being launched, the number of panel members will be, as far as reasonably practicable, increased by the following means:
 - *Member businesses will be invited to nominate up to two representatives to join the panel.*
 - *Perth Chamber of Commerce and the Federation of Small Businesses will be invited to nominate one member from each organisation.*
 - *In addition, other relevant bodies may be invited to nominate up to two further panel members.*

The full panel will make arrangements for the continuation of the panel - it’s chairman and constitution.

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3 Membership of the Scheme

Members Commitments

- 3.1 Membership of the “better business partnership” is subject to agreement with the following conditions:
- 3.2 Applicant businesses must have a permanent trading address in Perth & Kinross Council area and have been trading for at least six months. (See section 5B - Additional rules for businesses operating without permanent premises or from a residential address in Perth and Kinross). A separate application to join the scheme must be made by or on behalf of each individual trading outlet.
- 3.3 Each business will provide the panel with details of ownership, premises and trade activities of the business.
- 3.4 Members agree that a list of members shall be made freely available to members of the public in whatever manner the panel agrees. (eg internet, press, enquiries to Trading Standards). Additionally, in the event of a civil dispute between a member of the public and a member business, sufficient membership information (name, address etc) to enable the member of the public to pursue a civil claim will be released upon receipt of a written request from the member of the public.
- 3.5 The business will ensure all staff are adequately trained 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.

It is suggested that businesses keep appropriate records of staff training for examination by Trading Standards if the need arises.

- 3.6 To comply with the terms and conditions of the scheme and thus to remain a member, the business will undertake the following:
 - *To operate the business in a fair and honest manner and when providing a service, do so with reasonable care and skill.*
 - *To implement a customer complaints procedure. Any complainant will be dealt with promptly, effectively and courteously, in accordance with good business practice.*
 - *To record all customer complaints.*
 - *The member business will nominate one person to take overall responsibility for the management of customer complaints. Such a person should be in a position to make decisions on behalf of the business.*
 - *To comply with the “spirit” as well as the “letter” of the scheme and demonstrate fair trading practices in dealing with customers and complaints.*
 - *Have regard to Trading Standards guidance on legal requirements and fair trading practice through contact with the nominated officer.*
 - *If it is not possible to resolve a customer complaint within one month of receipt, the customer will be given a written explanation and will be referred to the panel to assist in reaching a solution. The panel will ascertain whether the member business has handled the complaint properly and fairly and, if appropriate, mediate or recommend a*

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solution. Any decision by the panel will be binding on the member but will not prevent the consumer from going to court or taking any other action.

- If the business is a member of a trade association which has its own code of practice, the terms of that code and any general codes eg codes implemented by the Office of Fair Trading or other relevant standards, will be followed at all times.*
- Where appropriate, any call out charge shall be made known to the consumer prior to a visit being made.*
- Where appropriate the customer shall be provided with a written schedule of works and a written quotation before any work commences. Any change to the schedule or quotation shall be made known to the customer and given in writing.*
- Where appropriate, the customer shall be given a signed invoice or receipt showing full details of work carried out, itemising parts supplied, materials used, labour and other costs.*

3.7 No attempt will be made to restrict a customer's statutory rights. Any guarantee or warranty is in addition to a customer's rights in civil law and will not purport to take away or diminish these rights. Documents giving additional rights will include a statement that the warranty is in addition to the customer's rights.

3.8 Businesses will agree to display or otherwise make available to customers a leaflet about this scheme.

3.9 Documentation and logos relating to the 'bbp' may be used by the business in the following way:

- 1** on business premises and vehicles
- 2** on business documentation
- 3** on products and in advertising

(in advertising and marketing, any membership which is limited to a specific branch or branches shall not be used, in a way which implies membership of the whole organisation).

3.10 Where there is a dispute as to the terms and conditions of membership or other material relating to the scheme, the matter shall be referred to the panel and their decision is final.

4 Termination/Revocation/Amendments

4.1 The panel reserves the right to withdraw membership of the business and the permission to display material relating to the scheme if there is adequate evidence that the business is not abiding by the principles of fair trading.

4.2 The panel reserves the right to:

- Revoke the membership at any time of any business that it believes is not abiding by its commitment to the scheme*
- No longer satisfies the requirements of the assessment criteria*
- Has ceased trading, been made bankrupt or is in receivership*

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- 4.3 In such circumstances, details of revocation or termination of membership may be publicised and there will be no refund of any membership fees.
- 4.4 Any member of the bbp panel may propose a recommendation of withdrawal of membership.

The panel as a whole will consider withdrawal of membership.

Due to Data Protection restrictions, in exceptional circumstances, after consideration by panel representatives from Trading Standards and Tayside Police, a membership may be revoked without full panel approval or right of appeal. This will only be invoked where previous convictions for serious crimes eg fraud, sexual abuse, are known and where this is felt would bring disrepute to the scheme and its members.

- 4.5 Membership of the scheme will automatically terminate upon a change of ownership of the business, except for a change in partner(s)/director(s). Where there is a change of partner(s)/director(s), manager(s) or any other person having control of the business whether directly or indirectly, the business shall notify the panel in writing of such changes within seven working days. The panel will then assess the suitability of the business to remain in the scheme.
- 4.6 All certificates and documentation indicating membership of the scheme shall remain the property of the panel and shall be returned to the panel in the event of Membership being withdrawn. In such circumstances all logos must be removed from stationery, premises, vehicles, advertisements etc and customers responding to advertisements on the basis of the logo eg via Yellow Pages, must be informed of the withdrawal of approval.
- 4.7 Improper use of logos, certificates etc may constitute a criminal offence.
- 4.8 The panel, shall have the right to:
- *amend the terms and conditions of the scheme or*
 - *terminate the scheme*

In the event of:

- *the terms and conditions of the scheme being amended or*
- *the scheme being terminated,*

the panel shall be responsible for notifying members of such amendments or the decision to terminate the scheme.

5 Membership Procedure

- 5.1 An application for approval must be made on the appropriate form to Trading Standards.
- 5.2 The panel will reject an application if the applicant does not meet the criteria of the scheme.
- 5.3 Before membership approval Trading Standards **may** make an assessment visit to the applicant's premises and carry out an inspection of the business and relevant material documents, products, procedures etc.

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- 5.4 Membership will not be granted if the business supplies 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, unfair terms and conditions and other sharp practices.

Note: Approval of a company under the scheme is not certification that all the company's products and services comply fully with the law.

- 5.5 Applicants will agree to the initial or any follow-up assessment and inspection and will co-operate with the inspecting Trading Standards officer in providing access to all relevant records and processes.
- 5.6 Trading Standards will provide support to help applicants reach any of the criteria set for the scheme.
- 5.7 Where an application for membership is rejected by the panel, the applicant will be advised in writing of the fact and of the reasons for the decision. A fresh application will not be considered until after the expiry of 12 months from the date on which the notice rejecting the application was served on the applicant.
- 5.8 If a membership application is rejected by Trading Standards the applicant may appeal in writing to the panel. The panel will consider the appeal and any decision will be final.

Due to Data Protection restrictions, in exceptional circumstances, after consideration by panel representatives from Trading Standards and Tayside Police, a membership may be rejected without full panel approval or access to appeal. This will only be invoked where previous convictions for serious crimes eg fraud, sexual abuse, are known and where this is felt would bring disrepute to the scheme and its members.

- 5.9 Each member will be asked to supply a unique secret password identifier to Trading Standards and the panel. This must be disclosed to prospective clients upon request, who may contact Trading Standards to confirm trader identity.
- 5.10 Following approval of membership the applicant will receive advice from the panel on the use of the better business partnership logo and certificate and display of customer leaflets.
- 5.11 Membership of the scheme does not provide the trader with immunity from inspection or investigation or from cautioning or prosecution for criminal offences.
- 5.12 Businesses who satisfy the scheme's assessment criteria will be accepted onto the scheme upon the payment of a one-off fee to cover the costs of administration. Replacement membership ID cards (see 5B) will be supplied on a cost recovery basis.
- 5.13 In addition to the initial approval inspection, member businesses may be subject to random follow-up inspections and checks by Trading Standards to monitor the scheme and to ensure the requirements of the scheme continue to be met.
- 5.14 Member businesses agree to notify the panel of any changes to relevant circumstances which may affect their approval. These may include changes in the nominated person responsible for management of complaints, relevant changes of suppliers, new terms and conditions of contract and new products or services (see 4.5).

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5b Additional rules for businesses operating without permanent premises (ie businesses operating from vehicles or trailers) or from a residential address in Perth and Kinross.

The panel will assess the necessity for an applicant to comply with part 5b. The panel's decision will be final.

In order to be part of the scheme members must supply the panel with certain information:

- *Give full details of name, address and telephone number (landline or contract mobile telephone) of each owner or partner. Proof of any given details may be requested.*
- *Supply details of vehicles used in business and copies of registration documents (any vehicle used should be registered to the applicant or member of family at same address or to a partner in the business). If leased vehicles are used a copy of the lease agreement may be required.*
- *Inform the panel of any changes to the above details.*
- *Present their membership card or member number to prospective clients upon request.*

Each owner or partner in the business will be supplied with an identifying membership card with photo and member number.

- *Each member will also be asked to supply a unique secret password identifier to Trading Standards and the panel. This must be disclosed to prospective clients upon request, who may contact Trading Standards to confirm trader identity.*
- *Ownership details and Membership number must be written on any correspondence, quotes, estimates or invoices for the business.*

6 Certificate and Logo

6.1 On joining the scheme, businesses will be issued with:

- a membership certificate for prominent display on their business premises
- a copy of the scheme logo (a nominal charge may be made for a CD or disc containing this)

6.2 The logo may be used:

- *For display purposes on business premises and vehicles*
- *On business documentation*
- *In advertising that business*

6.3 The logo must always be shown in its entirety, even when incorporated into other material.

6.4 The words 'Trading Standards Approval', 'Trading Standards Approved', 'Police Approved' or any similar term shall not be used in any way in conjunction with the logo or with reference to membership of the scheme.

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- 6.5 The certificate and logo remain the property of the bbp and must, upon termination or revocation of membership, be returned to the panel.
- 6.6 The business shall immediately cease to use the logo or make reference to membership of the scheme on all its business stationery, advertisements and premises.

7 Trading Standards Commitment

- 7.1 The Trading Standards Service is committed to providing a fair and impartial service to both consumers and businesses.
- 7.2 We will provide information about Trading Standards laws relevant to the business on request within 10 working days.
- 7.3 We will provide advice on specific enquiries about Trading Standards laws and will provide updates on changes in law as appropriate.
- 7.4 The advice and guidance provided 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 relevant court decisions.
- 7.5 Assistance on staff training will be given as appropriate and where resources permit.
Note: In some circumstances a nominal charge may be made for this service.
- 7.6 A named officer will be nominated as the contact point for the provision of advice and assistance.
- 7.7 If we receive any complaints about a member of this scheme, and the complaint is civil in nature, the complainant will be given advice as normal. If the complainant agrees, Trading Standards will then contact the person nominated to take overall responsibility for the management of customer complaints for the member business (see 3.6) to discuss the matter. If the complaint cannot then be satisfactorily resolved the complainant will be informed of the mediation procedure available within the scheme. The member business will then be informed of the referral to the mediation procedure. If the complainant requires anonymity or does not wish to participate in the scheme, further advice on their civil rights and remedies will be given. Additionally, in the event of a civil dispute between a member of the public and a member business, sufficient membership information (name, address etc), to enable the member of the public to pursue a civil claim, will be released (upon receipt of a written request by that member of the public).
- 7.8 Regardless of the scheme above, Trading Standards have a duty to investigate any allegations of breaches of Trading Standards legislation. Standards undertake to carry out any such investigations fairly, as quickly as possible and by an officer other than the contact officer mentioned above, following the LACORS Enforcement Concordat and The Trading Standards Enforcement Policy (copy available on request).