

Example Only

HOME AUTHORITY AGREEMENT

Between

**Kent County Council Trading Standards [“Kent TS”]
1st Floor, Invicta House, Maidstone, Kent ME14 1XX**

AND

***** [“the business”]

1. Background

1.1 This agreement confirms the intention of the parties to give effect to the LACORS¹ Home Authority Principle in their dealings with one another.

1.2 The Home Authority Principle aims to foster close working partnerships between businesses and their local Trading Standards Services and, by so doing,

- prevent infringements and promote high standards, at minimum cost to both parties;
- provide a mechanism for the resolution of queries, problems and disputes between businesses and Trading Standards authorities nationally.

¹Local Authorities Co-ordinators of Regulatory Services

2. Main Elements

2.1 The above aims will be achieved through regular and open dialogue. In particular both parties agree to:

- nominate a primary and, where appropriate, a secondary contact person to represent them on all legal, technical and quality issues (and to notify the other party immediately of any change of contact people);
- meet in person at least twice a year to review current issues;
- respond within 5 working days, wherever possible, to enquiries from the other party (and if, for whatever reason, this response time cannot be achieved, to notify the other party of the fact within 5 working days)²;
- maintain confidentiality in respect of information provided by the other party, as is appropriate to the circumstances³;

²Whilst the overall aim should be to conclude all matters as quickly as possible, it is acknowledged that this will depend upon a number of factors - in particular the complexity of the enquiry and the limitations imposed by the resources available to each party.

³Kent Trading Standards will not divulge correspondence from a Home Authority business, or information it knows about the business, to another commercial organisation. However, the content of correspondence and other information may, within the constraints of the **Data Protection Act 1998**, be disclosed in legal proceedings and shared with any enforcement agency which demonstrates a legal entitlement, or which raises a legitimate enquiry with Kent TS in its role as Home Authority for the business.

2.2 In the event that agreement cannot be reached over any issues, the parties may refer unresolved issues to other bodies (e.g LACORS, Government agencies, research organisations or trade organisations) for advice or opinion. Each party may, if it wishes, include a submission for consideration.

3. Particular responsibilities of the business

- To disclose all relevant details, such as standards, specifications, recipes, diligence procedures, and all appropriate documents, when seeking advice or responding to an enquiry from Kent TS (or give reasons why they are not available).
- To supply evidence to Kent TS, on request, to justify its statements, claims or procedures.
- To raise with Kent TS any significant problems (or potential problems) with any products or services, which become known to the company before consumer complaints or Trading Standards enquiries arise.
- Generally, to promote within its organisation full co-operation with Kent TS.

4. Particular responsibilities of Kent Trading Standards

- To offer advice on law⁴ and practice, and to endeavour to resolve issues through dialogue wherever possible⁵.
- To maintain a record of relevant incidents, company policies, diligence systems and advice offered;
- To act as a single point of contact for the company in relation to enquiries from other Trading Standards authorities.
- To inform the company of any Home Authority enquiries, the results of analyses undertaken and other relevant matters.

⁴It must be accepted that whilst advice provided by the Home Authority is given in good faith, based upon the evidence available at the time, only the courts are able to fully interpret legislation with authority, and advice given may subsequently have to be amended in the light of new evidence or circumstances.

⁵This does not prevent Kent Trading Standards from exercising its ultimate right to take legal action, in accordance with its published Enforcement Policy and the Enforcement Concordat, where it deems it necessary. (The Enforcement Concordat is a Cabinet Office protocol, adopted by Kent CC, which specifies good enforcement practice.)

5.0 Review and termination

This agreement will be reviewed annually by both parties, and amendments considered.

Either party may terminate this agreement by giving written notice to the other.

Signed

.....
for the business

.....
for Kent Trading Standards

Dated

Contact Details

Kent Trading Standards

Primary contact– *****
Tel: ***** e mail: *****
Secondary contact – *****
Tel: ***** e mail: *****

Kent County Council
Trading Standards Service

[address]

*** [the business] *****

Primary contact – *****
Tel: ***** e mail: *****
Secondary contact – *****
Tel: ***** e mail: *****

***[address]**

