



Conditions for Business

1 Introduction

- 1.1 This scheme was introduced by Luton Borough Council to establish high standards of trading by businesses. The scheme is intended to demonstrate a commitment by the business to fair and honest trade and a commitment by Trading Standards to support business.

2 What you agree to do

- 2.1 Your business will have been in operation in its current format for at least six months prior to application for membership.
- 2.2 Your business will be committed to providing a quality service to its customers. It agrees to comply with the spirit and the letter of both the civil and the criminal law relating to your business. This includes laws relating to product and environmental safety, fair trading, consumer credit, prices, food quality and labelling, animal health and weights and measures.
- 2.3 Your business will provide us with details of ownership, staffing, premises and trade activities of the business and details of any complaints received about the business.
- 2.4 Your business will ensure all staff are competent 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. Records of staff training will be kept, signed and dated by the staff member concerned.
- 2.5 You will undertake to implement the following consumer complaints procedure:
- Any customer will be dealt with promptly, effectively and courteously, in accordance with good business practice. A person will be nominated to take overall responsibility for the management of customer complaints.
 - If it is not possible to resolve a customer complaint within one month of receipt, the customer will be given a written explanation of the response of the business and where not resolved will be referred to the appropriate Trading Standards Service for your area to assist in reaching a solution.
 - 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 arbitration scheme e.g. trade association or other arbitration schemes or the Small Claims court service. The business will accept the result of the arbitration.
- 2.6 If you are a member of a trade association which has its own code of practice, the terms of that code and any general codes e.g. by the Office of Fair Trading or other relevant standards will be followed at all times.
- 2.7 You undertake to acknowledge and respond to advice given to staff by officers from the Trading Standards Service (Advice Service).
- 2.8 You will agree to display or otherwise make available to customers at

each of your business premises, a leaflet about this scheme which will include a card to enable the customer to contact the Trading Standards Service to register praise for the quality of service received or to make a complaint.

- 2.9 You will have adequate public liability insurance.
- 2.10 If you carry out work in or around domestic premises you will be required to supply a Criminal Records Bureau (CRB) Disclosure form in respect of every employee and regular subcontractor who does such work.

An annual fee is payable in respect of each premise operated by you.

- 2.11 This will be determined from time to time by your local authority.

3 What we agree to do

- 3.1 The Trading Standards Service is committed to providing a fair and impartial service to both consumers and businesses. All information provided by businesses as part of this scheme will be treated as confidential.
- 3.2 We will provide information about Trading Standards laws relevant to the business on request, and when required this can be confirmed in writing.
- 3.3 We will provide advice on specific enquiries about Trading Standards laws and will provide updates on changes in law as appropriate.
- 3.4 The advice and guidance we provide 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 certain court decisions.
- 3.7 Assistance on 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.
- 3.8 A named officer will be nominated as the contact point for the provision of advice and assistance.
- 3.9 If we receive any complaints about you as a member of this scheme, and the complaint is civil in nature, the complaint will be referred back to you. You will be informed of the complaint. If the complainant requires anonymity or has already approached you advice will be given by us.
- 3.10 Where you have dealt with customer complaints in accordance with paragraph 2.5 above, but have not taken it through arbitration or the Small Claims court service, we will assist in resolving the matter.
- 3.11 Regardless of paragraphs 3.8 and 3.9 above, we have a duty to investigate any allegations of breaches of Trading Standards legislation. We undertake to carry out any such investigations fairly, as quickly as possible and by an officer other than the officer mentioned in paragraph 3.8 above.

4 Approval Procedure

The procedure for approvals is as follows:

- 4.1 An application for approval must be made on the appropriate form. We will acknowledge it within 10 working days of receipt.

- 4.2 We will make an initial contact to explain the criteria for the scheme within 14 days and visit to conduct an audit within 28 days.
- 4.3 An audit will include a visit to your premises, an inspection of the business and relevant material documents, products, procedures etc. by us.
- 4.4 You agree to the audit and inspection and will co-operate with the inspecting officer in providing access to all relevant records and processes.
- 4.5 We will provide support to help you to reach the criteria of the scheme.
- 4.6 Following achievement of approval you will receive advice from us on the use of the logo and certificate and display of customer leaflets.
- 4.7 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. Paragraph 4.4 will apply.
- 4.8 Approved businesses agree to notify us of any changes to relevant circumstances which may affect their approval. These may include changes in senior staff, changes of suppliers, new products or services, new premises, convictions and County Court judgements.
- 4.9 Approval will not be granted if you supply 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, cold calling, unfair terms and conditions and other sharp practice. Any decision we make about this scheme is final. Note: Approval of a company under the scheme is not certification that all the company's products and services comply fully with the law.
- 4.10 If any employee or subcontractor breaches the Commitment by Business, Trading Standards will investigate the breach. You will be held responsible for all employees and subcontractors working on behalf of the company.

5 Membership of the Scheme

- 5.1 Membership is subject to agreement with the above conditions.
- 5.2 Documentation and logos relating to Buy With Confidence may be used by your business in the following way:
 - a. on business premises and vehicles
 - b. on business documentation
 - c. on products and in advertising

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

- 5.3 We reserve the right to withdraw approval of your business and permission to display material relating to the scheme if there is adequate evidence that you are not abiding by these principles or commitments. In such circumstances if we withdraw approval details may be published.
- 5.4 Should Membership be refused or withdrawn, you will have the right to appeal in writing to the Head of Luton Borough Council's Trading

Standards Department whose decision shall be final.

- 5.5 All certificates and documentation indicating membership of the scheme shall remain the property of the approving authority and shall be returned to us in the event of Membership being withdrawn. In such circumstances all logos must be removed from stationery, vehicles, advertisements etc. and customers responding to advertisements on the basis of the logo e.g. via Yellow Pages must be informed of the withdrawal of approval.
- 5.6 Improper use of logos, certificates etc. may constitute a criminal offence.