



Code of Practice

Rochdale Fair Trading Scheme (“FTS”)

Introduction

This document is intended to provide guidance to those businesses who wish to apply for approval to the Rochdale Fair Trading Scheme (“FTS”) and to current Members of the Scheme to allow them to ensure compliance.

The guidance, for new and current members, sets out the objectives of the FTS, the criteria for membership together with full details of the application process, and also provides information to current members with regards to customer complaints and general complaints procedures together with the conciliation and appeals processes.

Objective of the Scheme

The FTS aims to establish a trading environment of a high standard which stimulates confidence in Rochdale businesses, and adopts a Code of Practice by which all Members agree to abide, setting out commitments of both Members and the Rochdale Council Trading Standards Service. The Code of Practice Guidance Document must be read in conjunction with this document.

Any organisations seeking Membership of the FTS will be required to satisfy the criteria for Membership. Members will also be required to demonstrate that they can maintain the standards set out in the Code of Practice by adopting adequate pre sales and after sales customer service procedures together with an approved method of dealing with disputes and complaints.

Code of Practice

1. OBJECTIVE

The objective of the Rochdale FTS is to establish a high standard of trading by Rochdale businesses. Members of the scheme will demonstrate a commitment to trade fairly and honestly, whilst Rochdale Metropolitan Borough Council Trading Standards Service will commit to support services. Such combined commitments and partnership will create a trading environment where consumers may shop with confidence.

2. DEFINITIONS

- **'the Service'** – Rochdale Metropolitan Borough Council, Trading Standards Service
- **'Rochdale Council'** – Rochdale Metropolitan Borough Council
- **'the Scheme'** - Rochdale Fair Trading Scheme ("FTS")
- **'Businesses'** - a business includes a professional practice, any other undertaking carried on for gain or reward, any undertaking in the course of which goods or services are supplied otherwise than free of charge.
- **'the Guidance Document'** - the Code of Practice Guidance Document which contains full details of the processes and standards required to be achieved and maintained by Members to ensure Consumers accessing the Scheme will receive quality goods, services and customer care;
- **'Membership Directory'** – current list of members of the Scheme.
- **'Assessment Criteria'** - the assessment criteria against which the eligibility and suitability of an applicant is assessed. Full details of the criteria are contained in the 'Guidance Document'
- **'Application Process'** - method by which applications for membership are processed. Full details of the application process are contained in the 'Guidance Document'.
- **'Scheme Information Leaflet'** - a leaflet providing information relating 'the Scheme' and to what Consumers may expect when using a Member of the Scheme;
- **'Nominated Member Representative'** - a person within a members organisation nominated as representative for the purposes of communications and complaints regarding Scheme Code of Practice and Membership.
- **'Dispute Resolution Process'** method by which Customers may make a complaint about a Member arising from purchase of goods or services;
- **'Conciliation Process'** the process will provide the Member and Consumer a forum within which disputes can be resolved. 'the Service' will conciliate by considering the Consumer's rights and the Member's obligations and determine a solution consistent with the law.

3. MEMBERSHIP

- 3.1 Those eligible to subscribe to the code are 'businesses' who operate from permanent premises in the jurisdiction of 'Rochdale Council'.
- 3.2 Membership to the Scheme is subject to applicants satisfying the Schemes 'Assessment Criteria' as specified in the 'Guidance Document' and completion of the 'Application Process' as specified in the 'Guidance Document'.
- 3.3 Applicants who satisfy the 'Assessment Criteria' and successfully complete the 'Application Process' will be accepted on to 'the Scheme'.
- 3.4 Where incorrect information is provided, whether innocently, negligently or fraudulently, to 'the Service' during the 'Application Process', on discovery 'the Service' will immediately reconsider the status of Membership and make a determination in accordance with the 'General Complaints Process' (as detailed in s.5 (ii) of the 'Guidance Document').

4. MEMBERSHIP LITERATURE AND LOGO'S

- 4.1 On acceptance to 'the Scheme' the new Member will be incorporated into the current 'Membership Directory' under the appropriate trade/industry heading. The Member will be issued with : -
- a 'Certificate of Membership' which will incorporate a Business Names Notice for display on each of the Members trading premises;
 - Scheme logo;
 - Rochdale FTS literature (detailed in s.4 of the 'Guidance Document').
- 4.2 The logo must be displayed in its original form and in its entirety. All logos and literature must be used unmodified and may be used as follows: -
- generally for the purposes of the Members business;
 - on any business stationary or documentation of the Member;
 - advertising promotions/editorials published by the Member.
- 4.3 The Certificate, logo and literature remain the property of 'the Service' and must, upon withdrawal, lapse or revocation of Membership be immediately removed from display and where possible returned to 'the Service' within 7 working days.
- 4.4 On withdrawal, lapse or revocation of Membership businesses or firms shall immediately cease to use the Certificate, logo or other literature or make any reference, whether verbal or written, to Membership of the Scheme.

5. COMMITMENT OF ROCHDALE COUNCIL TRADING STANDARDS

- 5.1 'Rochdale Council' Trading Standards Service, and its officers will provide a fair, impartial service to both consumers and Members of the Scheme. 'the Service' agree to: -
- undertake to administer, monitor and promote the FTS.
 - issue a current 'Membership Directory' on request, on the 'Rochdale Council' Trading Standards website and by a variety of other means, for example, with consumer support literature.
 - ensure that members are able to access advice from Trading Standards personnel or Consumer Advice Officers for queries relating to this code or in relation to trading standards matters generally.
 - provide reasonable assistance with the training of staff and provision of materials in relation to Trading Standards Law. (Additional comprehensive training may be requested which may be subject to an additional charge).
 - be courteous, fair and impartial when dealing with all Members and all consumers.
- 5.2 'The Service' will respect the confidentiality of information received from Members and from Consumers in accordance with Data Protection Act 1998 principles.
- 5.3 'The Service' will endeavour, whilst operating within these principles, to operate a policy of openness when dealing with complaints unless anonymity is specifically requested.
- 5.4 'The Service' will monitor the operation of the Scheme and the conduct of Members. 'The Service' will immediately advise in writing of any concerns to individual members following any complaints received, routine or random inspections or visits.

6. MEMBERS COMMITMENT

- 6.1 Members will be committed to providing a quality goods and services to customers and to comply with both the spirit and the letter of civil and criminal law and this Code of Practice.

- 6.2 Members will be committed to adopting principles which deliver high standards of customer care.
- 6.3 Members will have a 'Nominated Member Representative' within their organisation who will deal with communications, correspondence and complaints regarding Membership to the Scheme, the Code of Practice and any other associated issues.
- 6.4 Members will agree to display, in a prominent position on all trading premises, the Certificate of Membership incorporating 'business names' information providing details of the ownership of the company and to satisfy s.4 of the Business Names Act 1985 where applicable.
- 6.5 Members will consent to 'business names' or 'company ownership' information being provided to Consumers who have purchased their goods and/or used their services when requested.
- 6.6 Members will agree to make available to customers the 'Scheme Information Leaflet' outlining what Consumers can expect from the FTS.
- 6.7 Members will agree to : -
- comply with all relevant criminal and civil legislation relating to their goods and/or services;
 - participate in any other relevant initiatives or schemes of best practice;
 - ensure that staff can demonstrate a suitable working knowledge of both civil and criminal law relevant to their role in the business;
 - operate a customer complaints procedure;
 - provide any information requested by 'the Service' on any aspect of the business to monitor compliance with the Scheme;
 - nominate a person responsible for the operation of the Scheme Code of Practice and to act as Member Representative for enquiries from colleagues, consumers or officers of 'the Service'
 - operate a suitable checking system, appropriate to the size of the business to ensure that membership commitments to the scheme are being met in all respects;
 - endeavour to resolve disputes in accordance with the spirit and provisions of this Code of Practice and the 'Guidance Document'.

7. Training Provisions

- 7.1 Guidance on legislation and statutory obligations relevant to the Member will be provided by 'the Service'. Literature will be provided and is intended as introductory information and guidance and is not intended to be exhaustive.
- 7.2 Members will ensure that they, their managers and senior staff are familiar with appropriate relevant legislation, obligations and requirements by reference to materials provided by 'the Service' and by their own reference means.
- 7.3 Members will agree to seek advice and/or support, where necessary, or request appropriate information on any specific issues by making contact with 'the Service'.

8. General Trading Provisions

- 8.1 Members will ensure that **ALL** goods and/or services are accurately described.
- 8.2 Members will ensure that **ALL** goods and/or services are accurately priced and that any sales promotions, special offers or sale prices are clear, in accordance with the Code of Practice for pricing.
- 8.3 Members will ensure that **ALL** goods are safe and comply with any relevant safety legislation applying to those goods.
- 8.4 Members will ensure that they comply with any legislation which applies to their particular trade.
- 8.5 Where a guarantee for goods or services is offered, Members will put this in writing detailing in full, clearly and concisely, the terms and conditions of the guarantee.
- 8.6 Members who offer for sale 'Age Restricted' goods they will ensure that they do not sell such goods to persons who do not satisfy the relevant age restriction, ie. tobacco, alcohol, unsuitable videos,

computer games, offensive weapons, fireworks or intoxicating substances, lottery tickets. If a member is uncertain of the relevant age restrictions, they should refer to 'the Service' for advice.

8.7 Members who offer for sale alcohol and alcoholic products will ensure that all staff within their organisation comply with statutory provisions regarding sale of alcohol which is purchased on behalf of a person who does not satisfy the age restriction.

8.8. Members will not attempt to restrict a consumers statutory rights in any way, whether by a notice or conduct.

9. Sales Transactions

9.1 Members will issue a receipt for **ALL** goods and/or services sold.

9.2 Where a customer has no receipt, a Member will accept other valid forms of proof of purchase for example, debit/credit card slip.

10. Goods Transactions

10.1 Members will ensure that **ALL** goods sold comply with the requirements of the Sale of Goods Act 1979 (as amended).

10.2 Where goods on sale are defective, Members will bring any known defects to the attention of any potential purchaser prior to purchase by the use of a prominent labelling system or by some other written method. Such notification, where possible, should be attached to the receipt if the goods are purchased.

11. Service Transactions

11.1 Where services are provided to a Customer those services will be provided in accordance with the requirements of the Supply of Goods and Services Act 1982.

11.2 Members will provide the minimum following information for delivery of any goods and/or services: -

- date of delivery.
- if a specific time is not possible, a minimum requirement of morning or afternoon should be provided.

11.3 Where an appointment provided to a Customer is not kept, if a consumer can prove losses resulting from the failure, then compensation will be paid to cover those losses.

11.4 Where goods are taken from customers for the purposes of a repair to goods, Members WILL: -

- issue the customer with a receipt for the goods that adequately describes them;
- provide the customer with an estimation of how long the repair will take together with details of the estimated cost;
- if the repair exceeds this estimate, then the customer will be informed of the reasons for the delay and a new estimated date for completion together with comprehensive breakdown of any anticipated increased costs.

12. Complaints

12.1 Members will establish a written 'Customer Complaints procedure' a copy of which they will provide to 'the Service'.

12.2 Where Members subscribe to a Trade Association which issues a Code of Practice containing a complaints procedure, details of that Complaints Procedure will be provided to 'the Service'. If such a code and/or the complaints procedure is considered insufficient by 'the Service' then this Code will supplement its provision.

- 12.3 Where a complaint relates to a safety issue, the Member will refer the complaint immediately to 'the Service'. The Member will comply with any instructions issued by 'the Service'.
- 12.4 Members should deal with all complaints in accordance with their complaints procedure approved by 'the Service' and in any event should accord with the 'Dispute Resolution Process' as detailed in s. 5 of the 'Guidance Document'.

13. Appeals

- 13.1. The Appeals Panel shall consist of the three personnel drawn from an Appeals Panel.
- 13.2 Any applications to the Appeals Panel for a determination will be made in accordance with the 'Appeals Process' as detailed in the 'Guidance Document'.
- 13.3 The decision of the Appeals Panel will be binding on the Member.
- 13.4 Where an appeal arises from a Customer Dispute, the customer will be free to pursue their individual statutory rights through a Court of Law whether or not they have pursued the matter by way of the 'Complaints Process' set out in s.5(i) of the 'Guidance Document'.

14. Miscellaneous Provisions

- 14.1 'The Service' adopts a protocol for dealing with businesses who are the subject of complaints, as detailed in s.8 of the 'Guidance Document' which applies to all businesses. This protocol will also apply to all Members of the Scheme.
- 14.2 In accordance with this procedure, where a Member becomes a concern due to the level of customer complaints, which warrants further investigation in accordance with S.8 of the 'Guidance Document' 'the Service' will automatically reconsider the status of Membership and make a determination in accordance with paragraph 5 of the 'Miscellaneous Complaints Process' detailed at s.5 (ii) of the 'Guidance Document'.

15. Use of Literature, Logos and Promotional material

- 15.1 A Member may use the Scheme logo on their premises and in any literature or advertising produced by them. All logos and literature must be used unmodified.
- 15.2 **A member must not claim that they are approved by 'Rochdale Council' or the 'Trading Standards Service'**. The member must further ensure that they do not give any inference that can be interpreted as being that they are approved by 'Rochdale Council' or the 'Trading Standards Service'.
- 15.3 No approval or endorsement of members is given by 'Rochdale Council' or the 'Trading Standards Service' and a Member who contravenes paragraph 15.2 may be guilty of a criminal offence.
- 15.4 All promotional leaflets and material relating to the Scheme remains the property of 'the Service' and may be withdrawn at any time. When withdrawn, all promotional literature, logos and material relating to the Scheme must be returned to 'the Service' within 7 days.
- 15.5 Use of the Scheme logo and/or literature after withdrawal, termination or revocation of Membership will constitute a criminal offence liable to prosecution.

16. Miscellaneous

- 16.1 This code may be subject to revision by 'the Service'.
- 16.2 Any enquiries and/or suggestions in relation to the Scheme and or the Code of Practice should be sent to: Trading Standards Service, Po Box 32, Telegraph House, Baillie Street, Rochdale, OL16 1JH
- 16.3 Membership to the Scheme does not give or imply any form of preferential treatment by 'the Service', and does not provide immunity from inspection, investigation, from cautioning or prosecution for criminal offences. All breaches of trading standards legislation will be dealt with in the appropriate manner in accordance with the 'Trading Standards Service' Enforcement Policy.