

**Better Business Partnership**

**Code of Practice**

For more information about the scheme or to request an application form contact:

Trading Standards Service on 01738 476476

or email:

tradingstandards@pkc.gov.uk

or visit:

[www.pkc.gov.uk/bbp](http://www.pkc.gov.uk/bbp)



**Introduction**

The Better Business Partnership (BBP) scheme was created to establish high standards of trading and good business practices by businesses in Perth & Kinross and is administered by Perth and Kinross Council Trading Standards Service and Police Scotland D Division.

Membership of the scheme demonstrates a commitment by the member to trade in a fair and honest manner, providing confidence for the consumer and credibility for the trader.

Member businesses are committed to providing a quality service and a high standard of customer satisfaction.

Perth & Kinross Council have teamed up with Novoville in order to assist owners of properties within tenements and housing blocks to organise maintenance and repairs of shared areas. In order to offer owners in Perth & Kinross an opportunity to use local trusted traders, all BBP members will be added to the app, you can opt-out of your business being added to the app by ticking the box on the application form. More information about the app can be found [here](https://sharedrepairs.novoville.com/)

**Membership of the scheme**

Membership of the Better Business Partnership is subject to the member agreeing to adhere to the following terms:

* Applicants must have a permanent trading address in the Perth and Kinross Council area, this can be business or residential premises, and must have been trading for at least 6 months
* Applicants must have public liability insurance
* Members will ensure that all staff are adequately trained for the work they are expected to carry out and are aware of the commitments made by the business relating to this scheme
* Members will operate their business in a fair and honest manner and when providing a service, do so with reasonable care and skill
* Members agree to deal with consumer complaints in a courteous and timely manner
* If a member cannot resolve a consumer complaint within one month of receipt and the consumer wishes to use an Alternative Dispute Resolution provider to assist in resolving the matter, the member agrees to engage in the process and be bound by their decision
* Members agree to comply with the spirit and the letter of all relevant civil and criminal laws
* If the member is a member of a trade association which has its own code of practice, this must be followed at all times
* Where appropriate, members will make consumers aware of any call out charges prior to any visit
* Where appropriate, consumers will be provided with a written schedule of works and a written quotation before any work commences – in many circumstance this is required in law
* Where appropriate, the consumer will be provided with an invoice or receipt showing full details of work carried out, parts supplied, materials used, labour and any other costs
* Members will not attempt to restrict consumers statutory rights
* Members will maintain communications with consumers and scheme administrators
* Members will assist vulnerable consumers to fully understand what has been agreed and if they feel that the consumer is struggling to understand, seek assistance for the consumer from family members or Trading Standards
* Members will not engage in high pressure sales practices
* Members will not engage in any illegal acts
* Members will ensure that any advertising material in connection with their business complies with all relevant advertising codes

**Rejection of application**

Applications will be rejected if:

* Police Scotland object to the application
* Trading Standards have information which leads them to believe that the applicant is not a fit and proper person to be a member
* The applicant fails to provide the administrator with information requested – including referee details – in a timely manner

**If an application is rejected the application fee will not be refunded and there will be no appeal available to the applicant.**

**Termination of membership**

If a member is found to be in breach of this code of practice their membership may be terminated.

Termination may occur due to

* The member being convicted of a criminal offence
* The member being found to be in breach of this code of practice
* Failure by the member to communicate with the scheme administrators
* The member no longer satisfying the membership criteria
* The business being made bankrupt or going into receivership
* The business ceasing trading
* Change of ownership of the business
* Improper use of the logo and the scheme name
* Failure to pay renewal fee

In the event of a membership being revoked, details of the revocation may be publicised and there will be no refund of any membership fees.

Businesses must not display the logo or the scheme name if their membership has been revoked, doing so may constitute a criminal offence.

**Certificate and Logo**

On being accepted onto the scheme, members will be issued with a:

* Membership certificate
* Copy of the scheme logo
* Window cling sticker for the current year of membership

The scheme logo can be used:

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

The logo must always be used in its entirety and must not be altered in any way.

The words ‘Trading Standards Approved’, ‘Police Approved’ or similar terms shall not be used in any way in conjunction with the logo or with reference to membership of the scheme.

**Trading Standards Commitment**

The Trading Standards Service is committed to providing a fair and impartial service to businesses

We will

* Provide information about Trading Standards legislation relevant to the business on request within 10 working days
* Provide advice on specific enquiries about Trading Standards legislation and inform members of any relevant changes in Trading Standards legislation
* Provide advice and guidance 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
* Provide staff training where appropriate and resources permit
* Provide a named officer as the single point of contact for the provision of advice and assistance
* Provide sufficient membership information about a member to a consumer wishing to take civil action against that member, this information will include, but is not limited to, name and address of member
* Investigate any complaints against a member in a fair and timely manner in accordance with the Enforcement Concordat and The Trading Standards Enforcement Policy

**Membership Fees**

An application fee of £50 will be charged on application and will cover membership for the first year, thereafter the annual fee will be £50 due on the 1st of January each year, failure to pay the renewal fee will result in revocation of membership.

**Additional Terms for Dog Walkers**

Dog walkers must

* Not exercise more than six dogs at any one time
* Have relevant pet business insurance
* Comply with all current dog related laws, regulations and guidance
* Keep accurate up to date records for each dog in their care
* Transport dogs in a vehicle fit for the safe and secure transportation of dogs
* Carry a first aid kit at all times which is designed for dogs
* Ensure that dogs in their care wear a tag which identifies the dog walker at all times
* Control dogs at all times during exercise
* Monitor dogs at all times and clean up any fouling in the appropriate manner
* Be a responsible dog walker and adhere to [Commercial dog walking Scottish Outdoor Access Code](http://www.outdooraccess-scotland.com/Practical-guide/public/Commercial-dog-walking)