

## Code of Conduct

August 2016

The Code should be read together with the Which? Trusted Traders Agreement, the User Regulations and the “What is Expected of You” documentation.

For ease of reference, we refer to Which? Trusted traders as “Trusted trader(s)” or you, and the customers of goods and services as “Customer(s)”, and Which? as we, our or us.

### 1. Aims of the Code of Conduct

To set out the responsibilities, conduct and ethics to be followed by all Trusted traders.

### 2. Scope of the Code of Conduct

- 2.1. The Code provides information on what is expected of you when you become a Trusted trader;
- 2.2. The Trusted trader shall be fully responsible for all employees and sub-contractors in meeting the Code’s standards.
- 2.3. The Code is independent of existing consumer legal rights.
- 2.4. All Trusted traders (including all directors, employees and/or sub-contractors of the Trusted trader) must respect and uphold the Code as a condition of membership to the Scheme. Failure to comply with any part of the Code may result in the termination of your membership of the Which? Trusted Traders Scheme (the “Scheme”) at our absolute discretion.
- 2.5. The terms of the Code may be changed by us by providing the Trusted trader with twenty-eight days’ notice.

### 3. As a Which? Trusted trader

#### **You shall**

- 3.1. Be open and cooperative with us in regard to all elements of the Scheme.
- 3.2. Comply with the terms and conditions of the Which? Trusted Traders Agreement.

### 4. Customer care

#### **You shall**

- 4.1. Comply with our “What is Expected of You” document.
- 4.2. Provide full contact and ownership details for the business on your website, if any.

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## 5. Professional conduct

### **You shall**

- 5.1. Act diligently and in accordance with the technical and professional standards of your relevant trade and/or service.
- 5.2. Only carry out work that falls within your professional competence and exercise due care and skill at all times.
- 5.3. Act responsibly and professionally.
- 5.4. Respect the confidentiality of information that you obtain through work and business relationships.
- 5.5. When supplying goods only supply goods that correspond to their description, are of satisfactory quality and fit for purpose, and that comply with all applicable UK and EU legislation.

## 6. Quotations, contracts and other documentation

### **You shall**

- 6.1. Home improvement and repair businesses: supply to the customer written quotation that details the work to be carried out including materials supplied, who will be carrying out the works and a breakdown of the costs including all taxes and other costs that may apply or affect the final price. Details of any deposits or staged payments together with timings for work agreed should also be shown.
- 6.2. Where required, provide to the customer the correct 14 day cancellation rights form for all works over £42 and supply information about the contract and identity of the business, as required by law before they commit to the contract.
- 6.3. Provide the customer with written confirmation of any contract entered into, or a copy of the contract and the written information you are required to provide.
- 6.4. Maintain full records of all Customer correspondence and documentation, and retain such information for a minimum period of 2 years.

## 7. Payment

### **All invoices must**

- 7.1. Be supplied to the Customer and allow a 30 day period for payment unless otherwise agreed in writing.
- 7.2. Provide a breakdown of any additional works/costs undertaken.
- 7.3. Include your VAT number and indicate whether all prices are inclusive of VAT (if VAT is applicable).

### **Payments shall**

- 7.4. Full payment shall not be taken from the Customer before the Trusted trader has started the work.

### **Interim payments**

- 7.5. If there are to be interim payments, they should either be agreed in advance for set stages and payment made in completion of those stages, or for the supply of materials, payment will be made once they have been delivered to the site. Where no interim plan has been agreed but an interim payment is required it should represent no more than a reasonable valuation of the work completed and materials delivered.

### **Customer deposits shall**

- 7.6. Be repaid to the Customer (along with any other pre-payments) within 30 days of completion of the work and/or where the work is cancelled by the Customer because of poor performance/or any breach of a Quotation and Contract form.
- 7.7. Where you require a deposit for more than £500 they are protected.

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## 8. Guarantees and warranties

### **Any guarantee(s) provided to the Customer should**

- 8.1. Be appropriate to the product or service that you are supplying, and should be accompanied by a statement that nothing in the guarantee affects the consumers statutory rights.
- 8.2. Cover the labour and materials that formed part of the completed work.
- 8.3. Not affect the Customer's common law and statutory rights.
- 8.4. Be fully explained to the Customer if it is not an Insurance Backed Guarantee.
- 8.5. Clearly explain its terms and duration.
- 8.6. Clearly explain where the operation of a guarantee is conditional upon appropriate use or maintenance by the Customer.
- 8.7. Explain if and why certain parts of the work are not under guarantee.
- 8.8. Where relevant and legally viable, pass on a manufacturer guarantee to the Customer.

## 9. Which? Trusted Traders online content

You agree that in using the Which? Trusted Traders website (the "Website") you will comply with the terms relevant to the Website including the Website's Terms and Conditions of Use, the Which? General Terms, the Website Privacy Policy and the Website Commenting Guidelines.

## 10. Employment, health and safety, education and training

You shall comply with all aspects of the "What is Expected of You" document in relation to employment, health and safety and training.

## 11. Insurance

### **You must**

- 11.1. Maintain adequate insurance policies to cover all relevant risks including, but not limited to, employers and public liability insurance.
- 11.2. Provide evidence of all relevant insurance policies upon request.

## 12. Fair trading

You should refer to our "What is Expected of You" documentation and comply with all aspects of it in relation to fair trading.

## 13. Advertising

All advertising relating to the products or services provided by the Trusted Trader shall be legal, decent, honest and truthful and all claims howsoever made must be able to be justified.

## 14. The Trusted trader icon

You must use the Trusted trader icon solely in connection with your approved business activities as further described in the Which? Trusted Traders Agreement and User Regulations.

## 15. Marketing and publicity

The ways in which you may refer to Which? and the Scheme is set out in the Which? Trusted Traders Agreement.

You must not, in any event, present Which? in a detrimental, unfair or malicious way, or in any way that damages Which?'s reputation or goodwill.

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## 16. Complaints policy

### **You shall**

- 16.1. Document all complaints received from Customers in a written complaints log and retain this information for a minimum period of 2 years.
- 16.2. Acknowledge and offer a course of action to the Customer within 28 days for all complaints.
- 16.3. If agreed by the Customer, carry out such remedial action within 8 weeks from the date of Customer agreement.
- 16.4. Try your best to settle complaints amicably with the Customer.
- 16.5. Offer Customers full details of why a complaint will not be upheld if relevant.
- 16.6. If complaints cannot be resolved between you and the Customer you will cooperate with Ombudsman Services and comply with any decision in relation to the complaint.

## 17. Alternative Dispute Resolution

You agree that, as a Which? Trusted trader, you shall be subject to the procedure and requirements of our independent Ombudsman. It is a not for profit company that provides an independent, expert dispute resolution service to our Which? Trusted traders and their customers. In the event that a complaint cannot be resolved between you and the Customer under the Complaints policy outlined above, you can ask your customer to contact the Ombudsman via the Which? Trusted Traders telephone number or by visiting <http://trustedtraders.which.co.uk/about/why-use-which-trusted-traders/>.

The Ombudsman investigate complaints fairly and the service focuses on encouraging early agreed resolution wherever possible. The Ombudsman is entirely independent, meaning that they assess the facts of each individual case. They do not take sides and make decisions based on the facts. The relevant terms relating to the Ombudsman are detailed in Schedule 1 of the Which? Trusted Traders Agreement.