

Application Form

Name of applicant: (If Ltd Co. or Plc please enter full company name)	
Company registration number:	
Trading name(s):	
Head office or registered office address: (Please state which)	
Main contact name within business: (Please supply name in full e.g. Mr Robert Smith)	
Telephone number: (With dialling code)	
Mobile number for main contact:	
Fax number: (With dialling code)	
Email address:	
Website address:	www.
Does your company trade by means of Distance Selling (i.e. Do you sell via phone / mail order catalogue / Internet)? If so, please indicate by which medium and supply a copy of the sales literature with the completed application (if appropriate):	
Type of business: (i.e. Sole trader/ partnership/ limited company)	
Sole trader home address: If sole trader please supply home address (If this is the same as your trading address please	

write 'as above')	
Partnership details: If partnership please supply name and address of partners	Partner one:
Partnership details: If partnership please supply name and address of partners	Partner two:
Partnership details: If partnership please supply name and address of partners	Partner three (if applicable)
Partnership details: If partnership please supply name and address of partners Please continue on a separate sheet if necessary	Partner four (if applicable)
Nature of business: (i.e. What you do)	
Does your business generate sales by cold calling? (If yes please refer to 4.10 in the "Terms of Membership" document.)	Yes / No
Place(s) of business: (If different from above. Please continue on a separate sheet if necessary) Contact name: Contact person's position: Contact person's telephone no: Email address:	
Number of business premises in the rest of UK:	

Do you hold any licences relevant to your business e.g. consumer credit? If so, please state the licensing body and the licence number:	
Are you a member of any trade associations? If so, please list them:	
Do you have any independently checked quality assurance systems? If so, please list them: (e.g. ISO9001)	
Number of permanent employees (including management):	
Number of sub-contractors / self employed staff:	
Would you be interested in considering training for your staff if offered by Medway Council's Trading Standards Service? (There may be a charge for this service)	YES / NO
How did you hear of the Medway Fair Trader Scheme?	
What are your expectations of the "Medway Fair Trader Scheme"?	

DATA PROTECTION ACT 1998 – information can be obtained from the Office of Public Sector Information: www.opsi.gov.uk/Acts/acts1998/19980029.htm

I/we agree that details held about our company by other agencies can be released to Medway Council Trading Standards Service in pursuance of this application.

PLEASE NOTE:

By submitting this application form you have agreed that this service may make the enquiries listed below without breaching your rights under the Data Protection Act.

As part of our approval process, checks will be made on applicant's history in relation to any of the following:

- County Court Judgements
- Criminal Convictions (Criminal Records Bureau, CRB checks where appropriate)
- Appropriate Licences (e.g. Consumer Credit)
- Companies House (if you are a Limited or Plc company)
- Disqualified Directors Search
- Membership of any claimed trade associations or professional bodies
- Trading Standard Service's own database of enquiries

PLEASE SIGN THIS ONLY IF YOU HAVE READ THE 'TERMS OF MEMBERSHIP' AND AGREE TO ABIDE BY IT.

Signature:	
Name of Signatory:	
Position In Business:	
Dated:	

Please send the completed form with your application fee made payable to 'Medway Council' to the address shown below:

**Medway Fair Trader Scheme
Medway Council Trading Standards
Gun Wharf
Dock Road
Chatham
Kent ME4 4TR
Tel: 01634 333555
Fax: 01634 333182
E-mail: fairtrader@medway.gov.uk
Web: www.medway.gov.uk/fairtrader**



Medway Fair Trader Scheme

Terms of Membership

1 Introduction

- 1.1 This scheme is introduced by Medway 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.
- 1.2 The Trading Standards Service will manage and administer the Scheme. As such the service reserves the right to alter or amend the terms and conditions of the Scheme at their discretion. Any changes will be notified to members as soon as reasonably practicable.
- 1.3 Trading Standards Service reserves the right to share information on individual members and the scheme as a whole with other Agencies
- 1.4 Businesses wishing to be accepted as accredited motor dealers must comply with the separate **New and Used Vehicles Terms and Conditions** below as well as the general terms and conditions in this section.

2 Commitment by Business

- 2.1 Your business will have been in operation for at least six months prior to approval for membership.
- 2.2 Your business will be committed to providing a quality service to its customers. You agree to comply with the spirit and the letter of both the civil (e.g. contractual matters between you and your customers) and criminal law relating to your business. E.g. laws relating to product and environmental safety, fair trading, consumer credit, prices, food quality and labelling, age restricted products, animal health and weights and measures etc.
- 2.3 You agree to ensure consumer's statutory rights are not restricted in any way.
- 2.4 Your business will make any "call out" charge or "minimum charge" known to the customer prior to a visit being made.
- 2.5 Your business must not commence work without the customer's express consent (*see Customer Services Guidelines point 1.11 for explanation*), and shall provide an invoice or receipt showing full details of work carried out, including any parts supplied, labour and other costs. If requested,

you will make replaced parts available for return to the customer.

- 2.6 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.
- 2.7 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. Where appropriate, records of staff training will be kept, signed and dated by the staff member concerned.
- 2.8 You will undertake to implement a customer complaints procedure in line with the guidance in the Scheme document “Customer Complaints Procedure”
- 2.9 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.
- 2.10 You undertake to acknowledge and respond to advice given to staff by officers from the Trading Standards Service.
- 2.11 You will agree to make available to customers a feedback form to enable the customer to contact the Trading Standards Service to register praise for the quality of service received or to make a complaint.
- 2.12 You will have a minimum of £2 million public liability insurance. If you wish to be considered for approval for work on Medway Council property (such as installing dropped kerbs) you must have a minimum of £5 million.
- 2.13 If you carry out work in or around domestic premises, or other high risk groups, **you will be required to supply a DBS/Basic Disclosure as described in Annex 1**
- 2.14 You agree that where reasonable, information about the status of your membership may be disclosed to interested parties including the general public. This information may include (but is not limited to) details of compliments and/or complaints received. All such information will be handled sensitively and consideration will be given to the interests of the business as well as the integrity of the scheme.
- 2.15 An annual fee is payable in respect of each business which is a member of the scheme and this will be determined from time to time by Medway Council.

3 Commitment by Trading Standards

- 3.1 The Trading Standards Service is committed to providing a fair and impartial service to both consumers and businesses. Subject to the overriding provisions of the Freedom of Information Act 2000, all

information provided by businesses as part of this scheme will be treated sensitively and subject to paragraph 6 below.

- 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, [within 10 working days].
- 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.
- 3.5 Assistance with 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.
- 3.6 A named officer will be nominated as the contact point for the provision of advice and assistance.
- 3.7 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. If the complainant requires anonymity or has already approached you, we will give advice.
- 3.8 Where you have dealt with customer complaints in accordance with paragraph 2.8 above, without success but have not taken it through arbitration or small claims, we will try to assist in resolving the matter.
- 3.9 Regardless of paragraph 3.7 and 3.8 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 3.6 above. Our Enforcement Policy will be followed (copy available on request).
- 3.10 We will list your business under relevant and agreed headings within the Medway Council website at www.medway.gov.uk/fairtrader. Such listings will include your business address and contact information, a 'small job friendly' endorsement and subject to agreement may include a profile of your business, links to your website and links to third party websites relevant to your business
- 3.11 We will seek to promote the Medway Fair Trader Scheme partnership, the Medway Fair Trader Scheme website at all relevant events and presentations given and attended by us and in appropriate written and broadcast media.

4 Approval Procedure

- 4.1 An application for approval must be made on the appropriate form. We will acknowledge it within [7 working days] of receipt.
- 4.2 We will make an initial contact to explain the scheme criteria within [14 days] and visit to conduct an audit within [28 days] **(As long as all information is available to us)**.
- 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 Trading Standards will consider applications and audit assessments for approval, businesses failing to meet the approval criteria will be contacted to explain the Services reasoning and to offer remedial advice.
- 4.7 Following achievement of approval you will receive advice from us on the use of the logo and certificate and display of customer leaflets.
- 4.8 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.
- 4.9 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.
- 4.10 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 business under the scheme is not certification that all the businesses products and services comply fully with the law.
- 4.11 If any employee or subcontractor breaches the terms and conditions, Trading Standards will investigate the breach. You will be held responsible for all employees and subcontractors working on behalf of the business.
- 4.12 There shall be sufficient management control in place to ensure that the business operates legally and adheres to set customer service procedures.

5 Membership of the Scheme

- 5.1 Membership is subject to agreement with the above conditions.
- 5.2 Documentation and logos relating to the Medway Fair Trader Scheme 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
- 5.3 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. Where your business works in partnership with or recommends the use of other traders it must be made clear that, unless the other trader is a member, that the accreditation applies only to your business. Please refer to the Logo guidance documentation for the scheme.
- 5.4 The use of any other local authority logo is not permitted within the terms of your membership unless specifically stated in writing by the approving authority.
- 5.5 Members will have the option of withdrawing from the scheme at any time by giving written notice to the relevant Trading Standards Service. Entitlement to refunds will be considered on an individual basis. Term 5.7 shall then apply.
- 5.6 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.
- 5.7 Should membership be refused, you will have the right to appeal within 28 days, in writing to the [Trading Standards Team Leader] whose decision shall be final.
- 5.8 Should membership be withdrawn or suspended you have the right to appeal via the disciplinary and appeals procedure linked to this scheme.
- 5.9 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. The approving authority shall not be liable for any costs incurred in the removal of the logo by the business.

5.10 Improper use of logos, certificates etc. may constitute a criminal offence.

6 Freedom of Information Act 2000

6.1 The authority is required to comply with the requirements of the above legislation in relation to any information held by it. All such in relation to individual member businesses requests will be treated sensitively, however, an explanation of the legislation and its implications can be found at www.medway.gov.uk/index/council/policy/freedomofinformation.htm.

Medway Fair Trader Scheme New and Used Vehicles Terms and Conditions

1.0 These terms and conditions are in addition to the general terms and conditions applicable to all members of the Medway Fair trader Scheme.

1.1 All descriptions of motor vehicles, however made, must be accurate, honest and truthful.

1.2 Vehicles sold must comply with current civil law, which includes the following:

Must correspond with description

Must be of satisfactory quality

Must be fit for intended purpose.

1.3 You must carry out a pre-sales inspection of used vehicles. The details of this pre-sales inspection must be available to consumers on request.

1.4 You must observe the following requirements with respect to the mileages of used vehicles, which you offer for sale:

1. You must keep records of all vehicles bought and sold for a minimum period of two years from date of sale or, where appropriate, as required by the Medway Council Act 2001 (As amended).
2. You will allow us access on request to all records of purchase and sale of vehicles sold by retail, and to all records of mileage checks, which you have carried out.
3. You must check to our satisfaction the mileage of all vehicles sold by retail and retain records of such checks for a minimum period of three years from the date of sale. In the event of any discrepancy coming to light, you agree to inform us of the detail.
4. If, despite carrying out satisfactory checks, you are unable to check the accuracy of the recorded mileage then you must effectively disclaim the mileage on that vehicle. If the checks show the mileage to be wrong the true mileage or a statement that it is incorrect must be made known, in writing, to any potential purchaser.
5. If you offer vehicles for sale before you have had an opportunity to check the mileage then you must make this fact clear to intending purchasers in a conspicuous manner.

1.5 Vehicles must be in a safe and roadworthy condition before being supplied by retail for use on the road, including supply for test drives. Any un-roadworthy vehicles may be sold for “spares or repair” only. They must be clearly marked un-roadworthy and displayed separately from other vehicles where possible. You must ensure that the purchaser signs documentation acknowledging that the vehicle is un-roadworthy and that it is illegal to use it on the road in that condition. You must not provide the facility of a test drive and must, as far as is possible, prevent the vehicle being driven from your premises after purchase

1.6 You must provide customers with a copy of a written contract when a sale is agreed, detailing the purchase price and any part exchange allowance, and clearly itemising any payment for extras. All sales documentation must be fully completed and legible, and include the details required under the Companies Act 2006. We can provide further detail if required.

1.7 Where a sale does not proceed for a reason, which is your responsibility or because you have been unable to arrange credit for the purchase of the vehicle, the deposit must be returned promptly and in full. In other cases where the sale does not proceed, the amount of any deposit held must reflect the actual costs involved.

1.8 You must ensure no high-pressure selling techniques are used for car sales or additional policies or seek to take advantage of consumers, particularly vulnerable consumers. Whenever reasonably practicable, members must offer additional assistance to help ensure that all aspects of a transaction are fully understood.

1.9 Delivery dates should be as flexible as possible and should be agreed in advance. Where delays prove unavoidable, the customer should be given as much advance notice as possible. Where appropriate, given the size of the business, it may be necessary that such dates be communicated in writing. Where agreed delivery dates cannot be met, you are required to provide suitable alternatives or appropriate redress should be offered to customers.

1.10 If your business carries out any sales via distance means, for example over the telephone or internet, without any direct face to face contact with the consumer, you must ensure the consumer receives appropriate cancellation notices in line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013. We are able to offer advice and assistance if required.

1.11 Where appropriate, given the size and nature of the business, easily accessible and user-friendly after sales procedures should be in place to ensure consumer requirements are dealt with effectively. Any charges in relation to these after-sales procedures must be clearly communicated to users.

1.12 Any guarantee or warranty provided by you, or arranged by you through a third party, shall be in addition to customer's statutory rights and relevant documents must carry a clear statement to that effect. You must not restrict or diminish these rights. You must supply full details of any guarantee or warranty cover to the customer in writing at the time of purchase.

Medway Fair Trader Scheme

Customer Complaints Procedure

1.0 Customer complaints procedure

- 1.1 Members must have an effective customer complaints procedure in line with the following:
 - 1.1.1 It is the responsibility of the member to resolve all complaints about their business
 - 1.1.2 Any complaints will be dealt with promptly, effectively and courteously, in accordance with good business practice and the terms of the scheme. A person will be nominated to take overall responsibility for the management of customer complaints.
 - 1.1.3 All customer complaints will be recorded.
 - 1.1.4 An initial response must be made to any customer complaint within five working days.
 - 1.1.5 If it is not possible to resolve a customer complaint within one month of receipt, the customer will be given a written explanation by the business detailing why the complaint has not been resolved and what steps are being taken. In the case of unjustified complaints this may take the form of a full written explanation of the businesses perspective.
 - 1.1.6 In exceptional circumstances where it has not been possible to resolve the complaint you may refer the complaint to [your local advice service] to assist in reaching a solution.
 - 1.1.7 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, if available or the Small Claims court service. The business will accept the result of the arbitration.
- 1.2 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 to resolve. If the complainant requires anonymity or has already approached you, advice will be given by us.
- 1.3 If necessary the Trading Standards Service will be able to offer civil advice to both parties.
- 1.4 Where you have dealt with customer complaints in accordance with paragraph 1.1 above, without success but have not taken it through arbitration or small claims, we will try to assist in resolving the matter.

1.5 Members will co-operate with the Trading Standards Service or any other intermediary consulted by the consumer in an attempt to resolve any complaint.

2.0 Mediation

2.1 If the customer considers the matter is not satisfactorily resolved, then the customer will be given details of a trade association or appropriate body for alternative dispute resolution (ADR). The Customer will be responsible for referring the matter to the appropriate body.

2.2 If options mentioned in 2.1 above are not available the Trading Standards Service may offer to assist the customer by contacting the member to mediate in appropriate circumstances. Members must ensure that the customer is aware of these options. The ultimate decision as to whether mediation takes place will lie with Trading Standards.

2.3 With regard to any individual consumer complaint, wherever possible, the process of mediation will be performed by separate members of the Trading Standards Service.

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. There may be some cost to either/both parties for this service as it would be externally sourced. The business will accept the result of the arbitration. Where not agreed or where not available either party may decide to take the matter to the Small Claims court service.

*** This Customer Complaints Procedure cannot tie down customers. They will still have the right to take independent action, which could involve taking small claims action without agreeing to arbitration, etc at any time.**

Medway Fair Trader Scheme

Customer Service Guidelines

1.0 Customer Service

- 1.1 Your business will be committed to providing a quality service to its customers. You agree to comply with the spirit and the letter of both the civil and criminal law relating to your business.
- 1.2 You will not seek to take advantage of vulnerable consumers and where it is necessary and reasonably practicable, you will offer additional assistance to ensure that all aspects of the transaction are fully understood.
- 1.3 All advertisements produced in connection with your business will comply with all relevant codes of advertising.
- 1.4 Where appropriate, you will provide, in advance of the contract, clear and accurate information on key terms and conditions.
- 1.5 **Where appropriate, depending upon the size and nature of your business, we may require full written information concerning the contract, quotes and a breakdown of schedules to be provided to customers on request. (This does not affect any legal obligation upon you to provide written contractual information).**
- 1.6 Manufacturers' guarantees and other forms of warranty are in addition to customer's statutory rights and you will not seek to exclude or remove these existing rights in anyway. Where guarantees and/or warranties are included as standard in the transaction, clear and accurate details will be provided to the customer.
- 1.7 Where additional guarantees and warranties are offered to consumers it will be made clear that these are optional and in addition to the consumer's statutory rights. Clear and accurate details will be provided including a clear indication of who is responsible for the guarantee or warranty. There must be no high-pressure selling of additional guarantees or warranties.
- 1.8 Completion/delivery dates should be as flexible as possible and should be agreed in advance. Where delays prove unavoidable the customer should be given as much advance notice as possible. Where appropriate, given the size and nature of your business, we may require that such dates be communicated in writing. Where agreed delivery dates cannot be met then suitable alternatives or appropriate remedies should be offered to customers.
- 1.9 You will give clear and accurate information on any cancellation rights that your customers may have in relation to a contract, whether these are statutory or additional rights.

- 1.10 Where appropriate, given the size and nature of your business, easily accessible and user-friendly after-sales procedures should be in place to ensure consumer requirements are dealt with effectively. Any charges in relation to these after-sales procedures must be clearly communicated to users. In certain instances we may require such charges to be notified prior to purchase.
- 1.11 As a best practice we would recommend for you to get a written confirmation of acceptance (customers signature on the quote) from the customer before commencing any work.

Medway Fair Trader Scheme

Disciplinary and appeal procedures

1.0 Refusal of Membership

- 1.1 The Trading Standards Service reserves the right to refuse membership to any applicant who it feels does not satisfy the criteria laid down in the Terms of Membership. It may, as an alternative to refusal, impose certain conditions that need to be satisfied prior to acceptance of membership
- 1.2 Should membership be refused you will have the right of appeal, which must be made in writing within 28 days to the Trading Standards Team Leader, whose decision shall be final.
- 1.3 The results of the appeals process shall be communicated to you within 28 working days from the receipt of your appeal.

2.0 Revocation of Membership and other Disciplinary Measures:

- 2.1 The Trading Standards Service reserves the right to revoke membership:
 - (a) Should there be a significant breach of the terms of membership.
 - (b) If there is a change in relevant circumstances for the business which may affect their approval. These may include, but are not limited to; changes to senior staff, changes of suppliers, new products or services, new premises, convictions and county court judgement. Such changes may result in a revocation of membership or and need to reapply for membership. The Trading Standards Service will assess this application and the process may include, at its discretion, a further audit.
 - (c) Upon information supplied by any other regulatory agency (or similar) which casts doubt upon the suitability of any particular business to be a member.
- 2.2 Without prejudice to paragraph 2.1 above, the Trading Standards Service may decide to suspend membership until such time as a full investigation can be concluded. It may also suspend membership in order to monitor whether a particular business remains suitable for inclusion within the Scheme.
- 2.3 Where membership is suspended or revoked the Trading Standards Service will provide the member with a written explanation of the reason for its action.
- 2.4 As an alternative to suspension or revocation of membership the Trading Standards Service reserves the right, where considered appropriate, to implement other disciplinary measures (for example, a written warning or by reducing the interval between subsequent audits).

3.0 Appeals against Suspension or Revocation of Membership:

- 3.1 An appeals procedure exists and any member wishing to take advantage of this procedure should write to The Head of their approving Trading Standards Authority within 28 days.
- 3.2 Appeals will be assessed by an Independent Review and Appeal Panel consisting of three members. These members will be independent of the scheme operator.
 - 3.2.1 Examples of panels which may be used:
 - a) One Medway Fair Trader Scheme Member, one independent representative, and a member of another Trading Standards Service
 - b) Three senior members of staff from the authority independent of the scheme management.
 - c) One consumer representative, one trader representative and one trading standards officer.
- 3.3 Appeals will be conducted in writing although in exceptional circumstances an appeal may be conducted by way of a personal hearing.
- 3.4 The results of the appeal will be communicated to the scheme member, in writing, within 28 days from receipt of your appeal.
- 3.5 The decision of the Appeals Panel will be binding on both parties concerned.
- 3.6 There will be no cost to the member for the appeals process.
- 3.7 If the appeal is not upheld and membership is revoked, then all certificates and documentation indicating membership of the scheme shall be returned to the authority within 14 days. 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.

Medway Fair Trader Scheme

Logo and promotional wording – Terms of Use

1.0 Introduction

As an approved trader you have permission to publicise that you are a member of the Medway Fair Trader Scheme and to use the MFTS logo.

The MFTS logo was specially created to achieve a strong identity for the scheme and as such must not be redrawn, reshaped or altered in any way. The logo should always be presented as large as comfortably possible, as strong branding and a consistent approach is essential.

The logo must only be produced in two colour formats: Blue, black & white (where possible) or in greyscale (black & white) where used as a single colour print.

2.0 Use of the logo

You will be provided with a copy of the MFTS logo, which can be used in the following ways:

- On your business stationary (e.g. letterheads).
- In your advertising or sales literature.
- On your business's website
- On your business premises and vehicles.

In the case of approval limited to a specific branch or branches, the logo shall not be used in a way, which implies approval of the whole organisation.

The use of any other Council Logo is not permitted within the terms of your membership.

Where your company recommends other trader(s) who are not current members of the scheme this must be made clear to the consumer.

Any use of the logo which, in the opinion of the Trading Standards Service, may mislead the public is strictly prohibited.

If you wish to use the logo in any other way, please contact us for approval first.

Unauthorised use of the MFTS logo may be a criminal offence and may also result in your firm / Company's expulsion from the Scheme.

3.0 Promotional Wording

As well as using the logo, you may wish to publicise your membership of the scheme by making a written statement in your adverts etc. Once your business has been approved, permission is given for the following statements to be used in connection with your membership.

- Approved Medway Fair Trader Scheme member.
Additionally:
- Accredited by Medway Council's Trading Standards (this can only be used in conjunction with the logo which must be of legible size).

Other statements are **not acceptable for use**, some examples are listed below, and they are not a definitive list:

- Recommended by Trading Standards.
- Approved by Medway Council.
- Working with / in conjunction with / in association with Trading Standards / Medway Council.

If you would like to use any other expression, please make sure you contact us first in order to obtain written permission.

4.0 Lo Cost/Small Jobs Logo:

Listing on the Medway Council Website will, upon request, include a logo or such wording which will be decided by the scheme operator to indicate that you are willing to undertake low cost jobs.

A low cost/Small job is currently defined as a contract for goods or services which does not exceed £100.00 **including all parts, labour and VAT.**

If you request the addition of this logo to your web listing and it comes to the attention of the scheme operator that you are repeatedly declining requests for such work or charging more than £100.00 for minor works then the logo will be removed from your listing.

If it is found that you have used the logo to claim or imply that you are in any way cheaper than a competitor, or for any other undesirable practice, the use of the logo will be removed and action may be taken in accordance with the Disciplinary and Appeals Policy

5.0 Termination of membership:

When applying the logo or wording to your stationery, adverts, vehicles etc. please remember that if your membership of the scheme should end **for any reason**, permission to use the logo and statements will be revoked with immediate effect. This may result in your business having to amend adverts; vehicle livery etc. Medway Council Trading Standards will not be able to accept liability for any costs involved in taking this action.

All certificates and documentation indicating membership of the scheme shall remain the property of Medway Council Trading Standards and shall be returned in the event that membership ends. Customers responding to advertisements on the basis of the logo e.g. via Yellow Pages must be informed of the withdrawal of approval.

It is important to note that unauthorised use of logos or statements could result in your membership being terminated and may constitute a criminal offence.

Annex 1 – DBS/Disclosure Certificates Policy

1. Introduction

1.1 Medway Fair Trader Scheme is committed to encouraging high business standards, and to promoting an environment in which consumers can buy goods and services safely. For this reason, applicants and members of the schemes are asked to provide information in relation to criminal records.

1.2 It is a condition of membership that Basic Disclosure certificates are provided for some personnel. This document provides guidance about what is required.

The legislation controlling eligibility for the various types of Disclosure Certificates changed on 10 September 2012 following implementation of the Protection of Freedoms Act 2012.

Guidance and advice as to the application of the new controls is on the Direct Gov website <https://www.gov.uk/criminal-records-bureau> and the Home Office website <http://www.homeoffice.gov.uk/crime/vetting-barring-scheme/>

The status of the bodies who issue disclosure certificates, particularly standard and enhanced certificates is also being changed. We intend to update this Guidance document once the above changes have been fully implemented

Please refer to the Home Office website pages (links above) on ‘Disclosure and barring’ for the up-to-date position.

This is an outline guide only and you should seek advice from us or refer to the full guidance on the above websites.

What types of checks are there?

In England & Wales there are three types of checks available which produce different Disclosure Certificates.

- 1) Enhanced Disclosure Certificates. These can only be obtained by Registered Bodies or Umbrella Organisations for persons employed to work in specifically defined activities
- 2) Standard Disclosure Certificates. These can only be obtained by organisations for persons working in specific roles
- 3) **Basic Disclosure Certificates from Disclosure Scotland. These do not fit into the same legal framework as Enhanced and Standard Disclosure Certificates and individuals can apply for their own certificate.**

What type of check do we ask for?

Unless you can meet the legal criteria to enable you to obtain an Enhanced or Standard Disclosure Certificate you are only able to obtain a Basic Disclosure Certificate from Disclosure Scotland. Each individual will have to apply for their own Basic Disclosure Certificate; this will be sent to their home address.

Persons under 18 cannot apply for a Basic Disclosure Certificate.

Individuals newly arrived in the UK can apply for an equivalent document from their country of origin. We will generally accept such documents but please contact us before applying so that we can ensure the certificate will be acceptable.

Who needs to do DBS checks?

1 All staff who do work in or around domestic premises (which includes gardens and land and buildings attached to the property) are required to provide a current disclosure certificate. This would not normally include occupations, where in the normal course of events the work would only constitute a visit to a door of the property. However, note also see point 3 below.

2 All staff who have unsupervised access to vulnerable people through their job are required to carry out a DBS check.

3 DBS checks are not required for directing minds of businesses unless they are going to domestic premises or will have access to vulnerable people (see points 1 and 2 above) Directing Minds of the business are required to disclose any unspent convictions on application to the scheme.

4 At the discretion of the Scheme Operator, if intelligence received or other circumstances warrant such an approach, then exceptional checks may be carried out on an individual or individuals.

Sub-contractors

Sub-contractors working in circumstances outlined in Who Needs To Do DBS Checks (section above) will be required to have a basic disclosure, unless they are supervised **at all times** by the owner and/or an employee of the applicant business, who has had a basic disclosure check. It is important to understand that if any sub-contractor does not have a suitable disclosure certificate, they cannot be left on site while the supervisor goes to suppliers, on a break or leaves the site for any reason

Why do we ask for checks?

We ask for these checks to add reassurance to customers where businesses are carrying out work in or about their homes or in contact with children or vulnerable adults.

This is a separate requirement to the statutory duty for persons employed to carry out 'regulated activity' to provide an Enhanced Disclosure Certificate. If you are required by law to provide an Enhanced Disclosure Certificate then you must do so. 'Regulated

activity' is defined in the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012

How do I get a Basic Disclosure Certificate?

These are available from Disclosure Scotland and can be obtained from their website at <http://www.disclosurescotland.co.uk/>

You should read the guidance available on the website making sure that you apply for a Basic Disclosure Certificate.

It is the individual's responsibility to apply for a Basic Disclosure Certificate and only the person to whom the disclosure relates can make the application. You must also pay the required fee as stated on the Disclosure Scotland website or as requested by any other supplier.

I already have other types of Disclosure Certificate, will you accept these?

If the Certificate is under 12 months old we are likely to accept it, however, we will need to be able to verify that you have obtained the certificates through an appropriate process and that the decisions made once the certificates have been obtained meet the requirements of Medway Trading Standards Fair Trader Scheme.

We will ask you to confirm that the certificate remains correct, in that there have been no convictions following the date it was obtained, and will also take into account how long ago the certificate was obtained.

If, for example, you are a taxi or private hire car operator and your local licensing authority requires that all drivers have Enhanced Disclosure Certificates then we will not require you to produce another certificate.

If you are a Registered Body and apply for Disclosure Certificates as part of your recruitment and employment processes, or use an Umbrella Organisation to do this on your behalf, we will require you to produce evidence that these processes are robust and meet the requirements of the Criminal Records Bureau. There is guidance on how employers should handle Disclosure Certificates and related employment issues on the [Home Office website](#).

If you have obtained a Disclosure Certificate through voluntary work, for example with the Scouts or Guides, as a school governor or as a magistrate we will ask to see the certificate.

I already have employees; can I require them to undergo checks?

You should discuss this with your staff and look at your contracts of employment. If you intend to compel employees to produce a Basic Disclosure Certificate you should seek the advice of an employment law specialist.

Basic Disclosure Certificates can only be obtained with the consent of the 'subject', that is the person on whom the check is being made so you will need the agreement of each individual.

You can choose to identify a group of employees within your organisation who will carry out work for which we require a Basic Disclosure Certificate but you must obtain our agreement for this.

I already know that a Basic Disclosure Certificate will reveal previous convictions, what will happen?

If you are applying for membership and you know that either you or one of your employees has previous convictions you should discuss this with us.

We will assess all previous convictions on an individual case-by-case basis.

What does Medway Fair Trader do with the Disclosure Certificates?

The information contained within the certificates, whether it shows a conviction or not, is sensitive personal information. If we are provided with the actual certificate we will note that we have seen it and return the original. If you provide copies these will be destroyed once we have made a decision based on the contents

There is guidance on the storage and handling of this type of information on the DBS website and we will follow the principles set out.

Do I need to renew Basic Disclosure Certificates?

No, we require certificates to be produced in the following circumstances

- I. on joining the Medway fair Trader Scheme.
- II. for new employees

When we re-audit your business we will ask that you confirm that to the best of your knowledge the facts contained within the Basic Disclosure Certificates have not changed.

If as an existing member you become aware that the information contained in a Disclosure Certificate is no longer correct, perhaps because of a recent conviction, you should notify us.

Rehabilitation of offenders

Many criminal offences are subject to rehabilitation; in brief this is a process by which convictions can be disregarded for most purposes following a period of time from the date of conviction.

As a business you must comply with the rehabilitation rules and we will also disregard convictions which are spent.

Guidance on rehabilitation of offenders is available on the NACRO website at www.nacro.org.uk and type 'rehabilitation' into the search field.