

TERMS AND CONDITIONS OF THE BUY WITH CONFIDENCE SCHEME



		Guidance Note / reference
	These Terms and Conditions should be read together with the associated Guidance Notes and the Code of Conduct. The Guidance Notes serve to provide further detail as to the operation of the scheme, definitions of terms used, interpretation and specific requirements relating to identified matters and guidance for both businesses and consumers.	The Code
1	Administration	
1.1	We will make appropriate arrangements to administer membership including, but not limited to	
1.1a	The provision of guidance as to assessing suitability of applicants	Guidance: Availability of Membership . Guidance: Directors, Trading History and References
1.1b	The processing of membership applications	Guidance: Application Form - useful information Guidance: Application Form Guidance: Applications, Fees & Auditing
1.1c.	Payment of fees	
1.1d	Auditing of applicants and members	
1.1e	Definitions and interpretation of words and terms used in the Terms and Conditions, Guidance Notes and Code of Conduct	Guidance: Definitions and Interpretation
1.2	We will make details of these arrangements available to you	Guidance: Advice from Trading Standards
1.3	In making such arrangements we may enter into agreements with another council or other body to carry out all, or some, of these functions	Guidance: Data Protection Advice
1.4	We may review and/or amend the Terms and Conditions of membership, the Code of Conduct and the associated Guidance Notes and we will give you notice of any such amendments.	Guidance: Changes to Terms and Conditions
2	Code of Conduct	
2.1	We will publish a Code of Conduct for Buy With Confidence	Reference: The Code
2.2	The relevant Code of Conduct forms part of the Terms and Conditions of Membership	
3	Conditions of membership	
3.1	Membership of the scheme is subject to compliance with the following terms and conditions, associated Guidance Notes and the Code of Conduct	
3.2	Membership is not transferable	
3.3	You will ensure that all persons employed in your business delivering services in or around your customers home; or involving unsupervised contact with vulnerable adults or children; provide, save where there is a statutory obligation to provide an enhanced disclosure certificate, a Basic Disclosure Certificate indicating that they do not have any previous convictions which would adversely affect their suitability to work in such a role	Guidance: Disclosure Certificates
3.4	You will only provide goods and services for which you are qualified, experienced, competent and suitably equipped	
3.5	You will comply with all legislation, statutory codes of practice or requirements of any statutory regulator applicable to your business activities including any need to register either your business or individual members of staff with a regulatory body	Guidance: Compliance with Legislation Guidance Guidance: Regulatory Bodies Guidance
3.6	You will provide clear information, in writing if requested by the customer, as to the cost, or how the cost will be calculated, and description of goods and services to be provided prior to supplying the goods or starting delivery of services	
3.7	You will have adequate procedures, including the training of relevant staff, to ensure the safety and well-being of customers and other persons, and you must not treat customers in a discriminatory way	Guidance: Safety and Well-being of Customers
3.8	You will have adequate insurance including public liability insurance to cover your business activities	Guidance: Insurance
3.9	You will not cold call at consumers homes	Guidance: Selling Goods and Services in your Customers Home
3.10	You will respond appropriately to all customer complaints and maintain a suitable	Guidance: Customer

	record of complaints received and actions taken	Complaints
3.11	Where you engage sub-contractors you will ensure that they comply with the relevant Terms and Conditions of the scheme	Guidance: Disclosure Certificates
3.12	You will respond fully and truthfully to our requests for information	
3.13	You will comply with guidance, including that published in the form of Guidance Notes associated with these Terms and Conditions, as provided by us	
3.14	You will provide customers with access to the customer feedback facility as operated by your local authority scheme administrator.	Guidance: Feedback
3.15	You will advise us without delay of any change in circumstances that may result in you failing to meet the requirements of the scheme	
3.16	You will comply with guidance issued on use of the Buy With Confidence logo and any other material made available to you as a member of Buy With Confidence	Guidance: Logo and Promotional
3.17	You will pay fees as notified and within the dates stated	
4	Membership benefits	
	We will:	
4.1	Provide a website	
4.2	Provide a listing for your business on the website which may include feedback from your customers	
4.3	Provide a mechanism to receive, moderate and publish customer feedback	
4.4	Provide you with a certificate of membership	
4.5	Promote the scheme to the public	
4.6	Make available information, advice and Guidance Notes to assist your business to comply with the terms and conditions of membership	
4.7	Make available information and advice to assist your business identify legislation, statutory controls and relevant codes of practice applicable to your activities	
4.8	Permit, subject to conditions, you to use the BWC logo	
5	Breaches of the Terms and Conditions	Guidance: Breaches of the Terms and Conditions
5.1	It is your responsibility to ensure that you comply with the requirements of these terms and conditions at all times; in the event that we become aware that you are not doing so we will notify you.	
5.2	Where we are able to identify actions that can be taken to correct a minor breach of the terms and conditions of membership within a reasonable period of time we will advise you actions you must take and the dates by which such actions must be completed	
5.3	We may, if the breach raises safeguarding concerns or is significantly detrimental to consumers or other persons, suspend or terminate your membership with immediate effect	
5.4	We may, if we are unable to reach agreement with you as to what you need to do to comply with the terms and conditions of membership or if you fail to take the agreed action, suspend or terminate your membership	
5.5	If you fail to pay fees due we will terminate your membership	
5.6	If we terminate or suspend your membership we will remove your business from the web site	
5.7	If we terminate or suspend your membership your right to use the BWC logo will be withdrawn with immediate effect; continuing to use the logo after your membership has ceased may constitute a criminal offence.	
5.8	We reserve the right to publish the identity of businesses suspended or removed from the scheme	
6	Disputes concerning administration of the scheme	
6.1	If you disagree with any action we take to decline membership or to suspend or terminate an existing membership you should write to the Trading Standards Manager of your administering authority.	
6.2	We will respond to your dispute within 7 working days.	
6.3	If you then tell us that you are not satisfied with the response received you will provide details of the council's corporate complaints process or other means of appeal.	