

TrustMark Trading Standards Approved Scheme

Terms & Conditions Rules for Registration

INFORMATION ACCESSED VIA THIS SITE

While we take all reasonable steps to ensure the accuracy of the information accessed via our website and documents, we cannot guarantee or give warranty as to the accuracy, timeliness or completeness of any information or material appearing within them. TrustMark, its Board, employees or associates cannot accept any liability caused by any inaccuracy.

TRUSTMARK TRADING STANDARDS APPROVED SCHEME

By submitting your application, you agree to be bound by the terms set out below. The information presented is intended as a general guide only. TrustMark may change these terms at any time by posting changes online:

- a) You will receive automated emails to your designated email address whilst a Registered member. Our contact details are below:

Email: tradingstandardsapproved@trustmark.org.uk

Telephone: 0333 555 0352

- b) The information provided on the online application form will be used by Buckinghamshire & Surrey Trading Standards, our Primary Authority Partner, to complete Intelligence Checks on you, your firm and the responsible person, should they be different to the applicant.
- c) **Your application will not proceed until TrustMark (2005) Limited are in receipt of your membership fees.**

The invoices will be sent from the below email address, please ensure that you check your spam folders should you be in non-receipt:

<messaging-service@post.xero.com>

TrustMark aim to complete your application process within 21 working days.

INTELLIGENCE CHECKS

To process your application an 'intelligence' (Intel), check will be carried out by Trading Standards.

Trading Standards will consider information available to them through partner agencies, open source data, intelligence databases & trading history. The detail of any information found will not be shared with TrustMark unless it is from a publicly accessible source. Intelligence will be used to inform the assessment of whether the business is complying with the terms of membership & compliance standards for TrustMark Trading Standards Approved.

If you are not located in Buckinghamshire or Surrey, your local Trading Standards team may be consulted.

UNSUCCESSFUL APPLICATIONS

TrustMark will notify you, by letter, should your application be unsuccessful. Buckinghamshire & Surrey Trading Standards do not provide to us the detail of the intelligence checks, only that you will not be permitted to become a member of the TrustMark Trading Standards Approved Scheme.

If Buckinghamshire & Surrey Trading Standards advise of us that the reason for the refusal is of a severe nature, TrustMark will take the decision to remove you from the TrustMark Registered Firms scheme.

If you wish to discuss your unsuccessful application with Buckingham & Surrey Trading Standards, please contact them via the below email:

traderapprovals@bucksandsurreytradingstandards.gov.uk

MEMBERSHIP FEES

Membership fees will be invoiced on a yearly basis. A reminder will be sent to you in good time before your current membership expires for payment for the following year.

All membership fees are non-refundable.

COMMUNICATION

TrustMark will communicate any changes to the Trading Standards Approved Scheme, via our website or email, as is deemed appropriate.

All members of the scheme have responsibility for notifying TrustMark of any changes, including, but not limited to:

- Change of Registered Address
- Change of Responsible Person
- Change of Email

PRIVACY STATEMENT

TrustMark are registered with Disclosure Scotland for the purposes of completing the DBS checks. As such, all documentation will be returned to TrustMark (2005) Ltd. For our full Privacy Policy, please refer to the link below:

<https://www.trustmark.org.uk/privacy-policy>

RULES FOR REGISTRATION

SCHEME OVERVIEW

With the growing confusion for customers on how to select a suitably qualified tradesperson to complete work in or around the home TrustMark, the Government Endorsed Standards Scheme have agreed to work with The Trading Standards Primary Authority to run a joint scheme delivering the key areas providing choice and comfort to the consumer. By joining this scheme a tradesperson / firm can demonstrate its commitment to delivering a high standard of service and technical competence to their customers.

The key areas for the tradesperson / firm to promote themselves are on the basis that they are:

- a) inspected on the ability to deliver technically compliant work by scheme operators;
- b) inspected and tested to ensure that the tradesperson / firm ensure the customer is protected and is aware of their rights;
- c) That the firm is subject to random audit and compliance checks by trading standards professionals;
- d) they have agreed to undergo background checking and vetting to establish the quality and viability of the business.

TrustMark will communicate via email unless a specific request for alternative communication methods has been requested.

The scheme itself is audited to ensure compliance and that best practices are observed.

SECTION 1

THE REGISTERED FIRM

You must tell us:

- a) your business address as well as any other address where you work from (centre address);
- b) if you change your business or centre address;
- c) your trading title;
- d) if you change your trading title;
- e) if you change the ownership of the registered firm;
- f) if the registered firm stops trading;
- g) the name of the person who will be the person responsible for registration matters – if you are self-employed, we will automatically make you the responsible person; and
- h) about any change in who is the responsible person.

SECTION 2

GENERAL RESPONSIBILITIES

Anyone carrying out work must:

- a) do so competently and safely;
- b) make sure the work has been completed to all relevant standards;
- c) be registered for the type of work being carried out;

The registered firm must make sure that:

- a) anyone who does work for you must be registered in your name or must be a separate registered business;
- b) all work is adequately supervised; and
- c) these rules are understood and followed by anyone who does work in your name.

The registered firm and anyone carrying out work must make sure that:

- a) all work done meets the requirements of the relevant Health & Safety requirements;
- b) they notify the scheme of any concerns they have about work carried out by others;
- c) all action is taken by the date given on any corrective action served to them;
- d) they tell us about any threatened or expected prosecution or sanction relating to work undertaken by them or for them;
- e) they do not do anything that would bring the TrustMark Trading Standards Scheme into disrepute; and
- f) they undertake to engage with their customers in a manner that supports and meets the needs of the current consumer protection regulations and requirements

SECTION 3

AUDIT AND COMPLIANCE & WORK INSPECTION

You must:

- a) agree to us completing and auditing the registered Firm, and any operating centre addresses, the work records and the work you have carried out;
- b) make the responsible person or the person who completed the work available, depending on which is required, for completing an auditing visit.

SECTION 4

COMPLAINTS

You must make sure that:

- a) you co-operate fully with any complaint investigation by the Scheme or its operators
- b) you allow any inspection to be carried out while we are investigating a complaint; and
- c) you agree to the TrustMark complaints policy including the use of alternative dispute resolution to resolve a complaint.

SECTION 5

SANCTIONS AND REMOVAL

You must make sure that:

- a) if removed from the scheme, you will not do any further work using the scheme brand or title; and
- b) you keep to any temporary conditions for reporting work which is placed on registration by the scheme, until we remove those conditions.

SECTION 6

FEES AND CHARGES

You must make sure that:

- a) we receive full payment in good time for all scheme fees and charges relating to the registered business,
- b) your registration as a Trading Standards Approved Business only applies whilst you have a valid TrustMark registration through a Scheme Operator:

SECTION 7

THE TRUSTMARK TRADING STANDARDS BRAND

You must make sure that:

- a) you use the TrustMark Trading Standards brand in line with the brand usage policy, a copy of which will be supplied to you;
- b) if your registration is suspended, you stop using the TrustMark Trading Standards brand until you are registered again;
- c) if your registration is removed, you stop using the TrustMark Trading Standards brand; and
- d) you do not, by using any other membership scheme name, brand or logo in relation to Work, cause confusion in relation to the TrustMark Trading Standards brand, or otherwise risk consumer protection.

SECTION 8

REGISTRATION RENEWALS

- a) At the point of renewals of your Trading Standards Approval Scheme you must pay the fees required and agree to the continuation of the implied terms and conditions of registration through the act of renewing your registration.

We may change these rules from time to time. When this happens, we will let the responsible person know.