

Fair Trading Zone

A Partnership between The Trafford Centre and Trafford Borough Council Trading Standards

THE CODE OF PRACTICE

This Code of Practice has been drawn up as the foundations of the Fair Trading Zone in The Trafford Centre. Traders displaying the Fair Trading Zone logo are required to comply with all of the provisions of this Code of Practice. This Code of Practice does not replace statutory rights and reference should always be made to relevant legislation where a dispute occurs.

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SECTION ONE General

Definitions

In this Code of Practice, unless the context dictates otherwise;

“the centre”	means The Trafford Centre Ltd
“guidance notes”	means the Notes for the Guidance of the Secretary on the Administration of the Fair Trading Zone and the Interpretation of the Code of Practice.
“member”	means a Trafford Centre trader who is a member of the Fair Trading Zone.
“the secretary”	means the secretary to the Fair Trading Zone being an Officer employed by the service.
“the service”	means the Trafford Metropolitan Borough Council Trading Standards Service.

The provisions of the Interpretation Act 1978 shall have effect for the purposes of interpreting provisions of this Code of Practice and the guidance notes.

Member's Commitments

1. Members will trade fairly and within the spirit and letter of the law.
2. Members will be courteous and friendly to customers at all times and they will listen to any comments customers may have about the service or goods they have received.
3. Members will be open and honest with customers and will not seek to mislead, trick or deceive customers.
4. Members will not threaten or intimidate customers and will not engage in high pressure selling techniques.
5. Members who are also members of a trade association will ensure that they comply with any Code of Practice attached to that association as well as this code.
6. Members will ensure that they operate an after sales policy at a standard not less than that contained in Section 2 of this Code of Practice.
7. Members will ensure that they deal with returned goods or unsatisfactory services in accordance with Section 3 of this Code of Practice.
8. Members will ensure that they deal with matters relating to trading standards law in accordance with Section 4 of this Code of Practice.
9. Members will put into place a customer complaints procedure at a standard not less than that detailed in Section 5 of this Code of Practice.
10. Members will endeavour to deal with all complaints themselves within two weeks.
11. Members agree to be bound by the provisions of Section 6 of this Code of Practice.

12. Members agree to respect the advice of trading standards staff and endeavour to act on it.
13. Members will ensure that appropriate front-line staff attend the ½ day basic consumer issues course approved by the Service.
14. Members will ensure that a sufficient number of senior staff and/or customer services staff attend the ½ day advanced consumer issues course approved by the service.
15. Members with five or more staff will endeavour to ensure, save for exceptional circumstances, that at least one member of staff who has attended the advanced consumer issues course is on duty at all times.
16. Members agree that all promotional material must be dealt with in accordance with Section 7 of this Code of Practice.
17. Members agree to be bound by any instructions given under Section 8 of this Code of Practice.

The Trafford Centre Commitments

1. The Centre will ensure that it promotes, amongst tenants, membership of and compliance with the Fair Trading Zone Scheme.
2. The Centre will ensure that all appropriate staff attend the ½ day basic consumer issues course.
3. The Centre will ensure that all customer services staff attend the ½ day advanced consumer issues course.
4. The Centre's Customer Services Manager will hold a monthly meeting with the service to discuss on-going issues.

5. The Centre will promote the Fair Trading Zone on behalf of all members.

Trafford Metropolitan Borough Trading Standards Commitments

1. The Service will undertake to administer and monitor the Fair Trading Zone scheme by means of the Secretary.
2. The Service will ensure that the Secretary adheres to the guidance notes.
3. The Service will provide a dedicated hotline for members to call for help and assistance with enquiries related to this Code or Trading Standards matters in general.
4. The Service will respect the provisions of the Local Authorities Co-ordinating Body on Food and Trading Standards (LACOTS) – Home Authority Principle for any members whose Head Office is outside the Trafford Borough area.
5. The Service will meet representatives of the Centre on a monthly basis.
6. The Service will appoint an officer as Secretary to the Appeals Panel.
7. Officers of the Service will be courteous, fair and impartial to all members and consumers and will endeavour to explain any actions taken to either party.
8. The Service will respect the confidentiality of information received from members, the Centre or consumers, but will endeavour to operate a policy of openness when dealing with complaints unless the member or complainant specifically requests anonymity.

SECTION TWO After Sales Service

1. Members who take deposits for goods or services from consumers will:

- (a) give the customer a receipt for the deposit,
 - (b) give a date on which the goods or service will be delivered,
 - (c) refund the deposit if the customer cancels the order before the goods have been specially ordered or services have been carried out.
- 2. Where a customer asks for goods to be delivered, members will give the customer a delivery date and state whether the delivery will be in the morning or afternoon.
- 3. Customers will be entitled to appropriate compensation to cover their losses for each appointment missed by delivery drivers or service engineers.
- 4. Members will give all customers a guarantee that any goods that develop faults during their lifetime, which are not covered by the provisions of Section 3, paragraph 4 below, will be repaired free of charge if returned to the member with proof of purchase within twelve months.
- 5. Where goods are taken for repair, members will:
 - (a) give the customer a receipt for the goods,
 - (b) give the customer an estimation of how long the repair will take, and
 - (c) if the repair takes longer, inform the customer of the reasons why and the new date of completion.

SECTION THREE Returned Goods or Defective Services

1. Members may undertake to accept returned goods back and provide a full refund, without quibble, if returned in a re-saleable condition with proof of purchase within a time to be set by the member.

2. Members may exempt certain goods or classes of goods, detailed in the guidance notes, from provisions of paragraph 1 above.
3. Members who seek to exempt goods from paragraph 1 above, must display in a prominent place a notice stating which goods or classes of goods are exempt and that the goods will still be accepted back if the provisions of paragraph 4 below apply.
4. Members will accept any goods back and provide a full refund, without quibble, if returned with proof of purchase within a reasonable time if it is shown that:
 - (a) the goods were not described correctly when sold,
 - (b) the goods are not of satisfactory quality,
 - (c) the goods are not fit for their purpose, or
 - (d) the member did not have the right, in law, to sell the goods.
5. Members will undertake to ensure that any faults or damage to goods, or any missing parts (including instructions), are brought to the attention of all potential buyers by using a form of labelling of the goods.
6. Members may offer customers the opportunity to accept replacement goods, a credit note or a repair, but a member must not force a customer to accept a replacement, credit note or a repair if they are entitled by this Code or the law to a full refund.
7. Members will provide financial redress, without quibble, for any services provided, if within a reasonable time, it is shown that:
 - (a) the service was not carried out with reasonable care and skill, or
 - (b) the service was not carried out within a reasonable time, or
 - (c) the price charged for the service was unreasonably high.

8. Members will not attempt to restrict a customer's rights by unfair contract terms or notices.

SECTION FOUR Trading Standards Law

1. Members will ensure that all goods and services are properly described.
2. Members will ensure that all goods and services are correctly priced and that any prices, special offers or promotions are clear, unambiguous and do not mislead.
3. Members will ensure that all goods are safe and, in particular, comply with any relevant safety legislation applying to the goods.
4. Members will ensure that any weighing or measuring equipment used for trade is accurate and is not misused.
5. Members will ensure that, where applicable, all relevant licences to trade have been applied for and granted.
6. Members will ensure that they do not sell to children any item that may promote the use by them of drugs, tobacco, unsuitable videos or computer games, alcohol, fireworks, offensive weapons or intoxicating substances.
7. Members will ensure that they comply with all Consumer Credit law and that they ensure that all customers are provided with full information about the agreements they are signing including the annual percentage rate (APR) and the total cost for credit.
8. Members will ensure that they comply with any other legislation relevant to their trade.

9. Members will ensure that they allow trading standards staff access to their premises for the purpose of undertaking inspections and dealing with complaints.
10. Members will listen to and respect the advice of Trading Standards Officers and will endeavour to act on any reasonable advice given.

SECTION FIVE Complaints Procedure

1. Complaints received by the Service of the Centre will initially be referred back to the member to be dealt with in accordance with this Code.
2. Members will ensure that they have in place a procedure for dealing with complaints.
3. Members will ensure that all staff are advised that complaints should be referred to a member of staff who has attended the advanced consumer issues course.
4. Members will acknowledge all complaints on the day they are received, either verbally or in writing.
5. Members will keep a record of all complaints on the Fair Trading Zone complaint form in a central file for one year.
6. Members will ensure that all complaints are dealt with promptly and courteously.
7. Members will ensure that they deal with all complaints within a period to be set by the member but a period not exceeding two weeks.
8. Where a member cannot deal with a complaint in two weeks due to exceptional circumstances, they will advise the complainant of those exceptional

circumstances, in writing, and give an indication of when the complaint will be resolved.

9. Where a complaint is received which relates to the safety of a product the member will:
 - (a) deal with the complaint as a matter of urgency,
 - (b) inform their Head Office immediately,
 - (c) inform the Service immediately,
 - (d) take appropriate commensurate action to ensure that risk to other users of the product is avoided.
10. If a member cannot resolve a complaint to the satisfaction of the complainant, they will refer the matter to the Service who will adjudicate.
11. Where a member or a complainant is not satisfied with the adjudication of the Service, they may ask the Secretary to refer the matter to the Appeals Panel whose decision will be binding on the member, but not the complainant.

SECTION SIX Appeals Panel

1. The Appeals Panel shall consist of an officer of the Service, a Centre representative and an independent member who will also act as the Chairperson.
2. A person may be invited by the Service to be the independent member of the Appeals Panel if:
 - (a) they are an employee of a member trader not connected with the appeal or a direct competitor of a party to the appeal, and
 - (b) they have attended the advanced consumer issues course.

3. The Appeals Panel shall only meet when necessary and at periods not less than three months apart.
4. The Appeals Panel shall be conducted in such a way as detailed in the Guidance Notes.
5. Before reaching a decision, by majority of necessary, the Appeals Panel must consider:
6. The decision of the Appeals Panel shall be binding on the member.
7. A complainant shall be free to pursue their individual rights through a court of law whether or not they also pursue the matter through this Code of Practice.
8. The Secretary to Fair Trading Zone will act as the Secretary to the Appeals Panel.
9. No charge will be levied on the complainant or member for use of the Panel.
10. The Panel may amend this Code or the Guidance Notes, however, the Panel are asked to consider the fact that the Guidance Notes are easier and cheaper to amend than the Code.
11. The Secretary shall deal with notifications that a criminal or civil case connected to the referral is outstanding in accordance with the Guidance Notes.

SECTION SEVEN Promotional Material related to the Fair Trading Zone

1. A member may use the Fair Trading Zone logo in any promotional material that is short-term in nature (such as Newspapers, Television and Radio Advertisements; In-store promotional displays; but not Yellow Pages, Thompson's Local or other directories).

2. A member may not claim that they are “approved” by trading standards or claim any other form of endorsement by trading standards other than the Fair Trading Zone logo.
3. A member that contravenes paragraph 2 may be guilty of a criminal offence.
4. Members are given a licence, whilst they remain members, to use the copyright protected Fair Trading Zone logo in accordance with this Code.
5. All window stickers, leaflets and promotional material relating to the Fair Trading Zone remains the property of the Service and may be withdrawn at any time.
6. The service retains the copyright and all intellectual property rights in the Fair Trading Zone and anything connected with it.

SECTION EIGHT Sanctions

1. A member, the Centre or the Service may ask the Secretary to the Fair Trading Zone to submit an application to the Appeals Panel for a finding that a member is in breach of this Code of Practice.
2. No other person may make such an application to the Secretary.
3. The Secretary may attempt to deal with the matter informally and, if the alleged breach is criminal in nature, ask the Service to investigate the matter and pursue it under the criminal justice system.
4. The Secretary may refer the matter to the Appeals Panel, constituted as in Section Six above, who will determine, by majority if necessary, a finding of whether the member is in breach of the Code of Practice.

5. Before making a determination under paragraph 4 above, the Appeals Panel must consider:
 - (a) the submissions, written or otherwise, of the member,
 - (b) the submissions, written or otherwise, of the applicant,
 - (c) the relevant law, and
 - (d) all of the circumstances of the matter.

6. After making a determination under paragraph 4 above, the Appeals Panel may instruct the offending member:
 - (a) to comply with written instructions aimed at stopping the member from offending in the future, or
 - (b) to accept a written warning, or
 - (c) to pay compensation to a named individual not exceeding £1,000, or
 - (d) that they be expelled from membership of the Fair Trading Zone scheme.

7. Before giving an instruction under paragraph 6 above, the Appeals Panel must consider:
 - (a) the seriousness of the breach,
 - (b) the likelihood of the member failing to comply with the Code in the future,
 - (c) the overall aims of the Code being to promote the highest possible levels of fair trading, and
 - (d) that fact that, as far as possible, the Fair Trading Zone relies on including all traders in the Centre.

SECTION NINE Enquiries about the Code

All enquiries about the administration of this Code of Practice should be directed to:

The Secretary to the Fair Trading Zone

Trading Standards Department

Trafford Borough Council

9D Crofts Bank Road

Urmston

Manchester

M41 OLL

HOTLINE

0161 912 2618

Email contactus@fairtradingzone.co.uk