

# TrustMark Code of Practice



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## Content

|  |    |
|--|----|
| 1 TRUSTMARK.....                                     | 3  |
| 2 INTRODUCTION.....                                  | 4  |
| 3 CODE OF PRACTICE .....                             | 6  |
| 3.1 ESTIMATES, QUOTATIONS AND CONTRACTS .....        | 6  |
| 3.1.1 DEPOSITS AND PRE-PAYMENTS .....                | 6  |
| 3.1.2 EXECUTION OF CONTRACT AND MATERIALS USED ..... | 6  |
| 3.2 INSURANCE .....                                  | 7  |
| 3.3 ADVERTISING .....                                | 8  |
| 3.4 HEALTH & SAFETY.....                             | 8  |
| 3.5 ENVIRONMENTAL SUSTAINABILITY .....               | 8  |
| 3.7 INSPECTION .....                                 | 8  |
| 3.8 COMPLAINTS, CONCILIATION, AND ARBITRATION.....   | 9  |
| 3.9 COMPLIANCE AND REDRESS .....                     | 9  |
| 3.10 PUBLICITY AND SUPERVISION .....                 | 10 |

All information contained in this document is provided in confidence, it shall not be published or disclosed wholly or in part to any other party without Hertfordshire Trading Standards' or Exor's prior permission in writing. These obligations shall not apply to information that is published or becomes known legitimately from some other source than Hertfordshire Trading Standards or Exor.

## 1 TRUSTMARK

TrustMark is a new, award-winning scheme supported by the Government, consumer groups and building industry to help individuals find reputable firms to do repair, maintenance and improvement work inside and outside the home.

If a firm displays the TrustMark logo the individual knows that an approved trade association or other certification organisation has checked the firm and found that it meets certain standards the Government has set.

Tradespeople and firms can only get the TrustMark logo by signing up with one of TrustMark's approved scheme operators.

Scheme operators carry out checks on the firm, monitor its work, and handle any complaints.

Scheme operators can be trade associations, independent certification bodies or even commercial organisations that manage panels of approved contractors - but all must meet TrustMark's Government-endorsed standards.

## 2 INTRODUCTION

Each trader, in association with Hertfordshire Trading Standards, where Exor Management Services (herein after referred to as 'EXOR') are acting as their agent, who has chosen to adopt TrustMark status, shall subscribe on an annual basis to the terms of this Code of Practice which aims to:

- Establish high standards for the conduct of the work undertaken and the products and services supplied by member traders. These standards are designed to help ensure our members provide the service expected by their customers, deliver good customer service and comply with the law.
- Demonstrate a commitment to trading fairly and providing a good quality service at all times. The business will comply with the spirit, as well as the letter, of this code of practice and all relevant legal requirements.
- Ensure that member businesses will not seek to take advantage of vulnerable customers and will as required, offer additional assistance to ensure that all aspects of the transaction are fully understood.

### **What we will do for you:**

- Hertfordshire Trading Standards and Exor as their agent will give you every reasonable assistance to become a member of the TrustMark scheme.
- We will provide you with a named contact at Hertfordshire Trading Standards for your business.
- Once your business meets the requirements of membership, your business details will be listed on the Hertfordshire Trading Standards website at [www.hertsdirect.org.uk](http://www.hertsdirect.org.uk), the Exor website at [www.trustmark.exorgroup.net/](http://www.trustmark.exorgroup.net/) and the TrustMark website at [www.trustmark.org.uk](http://www.trustmark.org.uk) for consumers to refer to. We will also send the current list of TrustMark members to consumers without internet access as required.
- We will ensure that the credibility of the scheme and high standards of trading are maintained through pre-entry vetting.
- We will make available publicity materials for your business to advertise its membership of the scheme.
- We will publicise the TrustMark scheme generally through our work with consumers and traders.
- We will offer a free mediation scheme for consumers and traders.
- We will ensure that this Code of Practice and how well it is working is audited by The Hertfordshire Steering Group for TrustMark composed of members from Hertfordshire Trading Standards and of Exor's Management Board.
- We will prepare an annual report on the operation of this Code of Practice and the maintenance of its integrity and summarise this on both the Hertfordshire Trading Standards

and Exor websites.

**What you must do to be a member:**

Membership of the Hertfordshire Trading Standards TrustMark Scheme will be achieved in practice by the following means:

- The member agrees to co operate with Hertfordshire Trading Standards and its agent Exor in the application process, including providing access to all relevant records and processes during audits and inspections as required by the risk management standards.
- The member will notify Exor of any relevant civil court judgements or relevant criminal convictions, both at application stage and throughout the membership period. The member must also notify Exor of any changes in the relevant circumstances of the business which may affect its membership of the TrustMark scheme. These may include but are not limited to the following: changes in ownership, a change of address, changes in senior staff, new services provided and new trading practices. Information provided about the above will be used to assess the need for a further audit. A failure to provide such information will be regarded as a breach of this Code of Practice which may result in expulsion from the TrustMark scheme.
- The member will take part in a mediation scheme.
- The member will comply with the requirements of the current Code of Practice.
- The member will make available a copy of this Code of Practice to its customers.

**Members need to be aware that regardless of their membership of the scheme, trading standards have a duty to investigate any complaints which allege that a trader has breached the requirements of the law. We will carry out any investigation fairly and as soon as possible. This investigation will be carried out by a different officer to your normal TrustMark named contact to help ensure fairness. We will follow the standards in our published enforcement policy and will give you a copy of this.**

## **3 CODE OF PRACTICE**

### **3.1 ESTIMATES, QUOTATIONS AND CONTRACTS**

- The trader shall obtain from the customer, information on their requirements and offer technical and contractual advice to the customer in plain language.
- The trader will give the customer a clear quotation or estimate (where the cost of the works may alter once initial examination has taken place) in writing.
- Once the parties agree to the resultant written quotation or estimate, either verbally or in writing, a contract shall exist between them. This should be confirmed in writing.
- Business paperwork will have clear details as to the ownership of the business including an address where the trader is based. This address will be a trading address or a home address. If a trader is unwilling to disclose his home address to a customer, then those details will be provided to Hertfordshire Trading Standards during the application process. In the event of a dispute with a customer, the trader agrees that those details may be given to the customer.
- The trader will make any “call out” charge or “minimum charge” known to the consumer prior to any visit being made.
- The trader will provide clear and accurate information to a customer in advance of any contract, of the terms of that contract. Consumer contracts must comply with the Unfair Terms in Consumer Contract Regulations 1999 and any relevant guidance issued by the Office of Fair Trading.
- The trader will give clear and accurate information on any cancellation rights which exist in relation to a contract.
- Where appropriate, the trader will submit examples of contract terms and conditions for Hertfordshire Trading Standards to examine, to ensure that those terms are fair and will agree to implement any recommended changes.

#### **3.1.1 DEPOSITS AND PRE-PAYMENTS**

- Should a contract need to be terminated by either party before works have been commenced, any refundable deposits and pre payments shall be repaid promptly in accordance with the principles of contract law.

#### **3.1.2 EXECUTION OF CONTRACT AND MATERIALS USED**

- Each trader shall carry out each contract and comply with current building regulations, relevant British or European Standards or other technical approved accreditations operative

at the time, and any codes of practice relevant to the work being carried out.

- Each trader shall ensure that any works are controlled and supervised by a competent person. The trader will also ensure that all staff, including sub contractors, are competent for the work that they carry out. Where appropriate given the size/nature of the business, the business will maintain records of staff training and qualifications.
- The trader will take responsibility for any subcontractors and their work, engaged to carry out the contract.
- The trader must give clear information to the customer about completion dates or delivery dates. This information should be as flexible as possible for the trader and the customer and be given in advance of the start of the contract. Where delays are unavoidable, the customer should be given as much information as possible. Where appropriate this information should be given in writing. If agreed delivery dates cannot be met then a suitable alternative or remedy should be offered to the customer.
- The trader will not start work without the consent of the customer. If unexpected, additional work is required the customer should be notified and asked for permission to carry out that work.
- Each trader shall take all reasonable precautions to ensure that materials used are of satisfactory quality.
- Where a customer disregards a trader's advice on work to be carried out, or materials to be used, those facts shall be recorded in writing.

## **3.2 INSURANCE**

- A trader shall arrange, and at all times maintain, adequate insurance cover in respect of employer's and public liability.

### **3.2.1 WARRANTY INSURANCE**

- Each trader must ensure that every consumer is given the opportunity to purchase warranty insurance.
- Manufacturer's guarantees and other forms of warranty are in addition to customer's statutory rights and you must not seek to exclude or remove these existing rights in any way. Clear and accurate details must be provided in writing to the customer including any details about cost, who is responsible for the warranty or guarantee and the actual cover provided. The business must not pressurize the consumer into buying any additional guarantees.

### **3.2.2 WORK & MATERIAL GUARANTEES & MATERIAL CERTIFICATION**

- The business will not restrict a customer's statutory rights in any way.
- A trader shall guarantee its work and the materials used, against failures due to defective workmanship or failure arising from unsatisfactory materials, subject to the general requirements of work being carried out with reasonable care and skill and materials being supplied that are of satisfactory quality.

### **3.3 ADVERTISING**

- Traders shall ensure that the advertising and promotion of their products and services is accurate and not misleading.
- Each trader shall not use doorstep or any other pressure selling techniques.

### **3.4 HEALTH & SAFETY**

- A trader shall comply with the regulations laid down by the Health and Safety Executive.

### **3.5 ENVIRONMENTAL SUSTAINABILITY**

- All traders shall comply as far as reasonably practical, with environmental legislation and follow green transport measures, good waste storage and disposal practices and subcontractor policies.

### **3.6 COMPLETION OF CONTRACTS**

A trader shall complete each contract:

- On time, as agreed in the contract but with provision for weather, unforeseen circumstances or agreed variations to the work and other factors outside the trader's control. Where delay is likely to occur, a trader shall give due notice to the customer.
- This requirement will not apply if the customer has failed to make agreed payments, is in serious breach of the contract or there is some other substantial valid justification.
- The business will provide an invoice or receipt showing full details of work carried out, including parts supplied, labour and other costs. If requested, the business will make replaced parts available for return to the customer.

### **3.7 INSPECTION**

- A trader will carry out an inspection of its work during the contract and after the completion of works, to ensure that standards of workmanship and materials used conform with that

contract's detailed terms and relevant codes of practice. Remedial works will be carried out as required.

### **3.8 COMPLAINTS, CONCILIATION, AND ARBITRATION**

- A trader will have a clear policy for dealing with complaints, which shall include a nominated senior member of staff, who shall have primary responsibility for their resolution. The trader will also ensure that all staff are aware of the policy. A copy of this policy shall be available on request by customers.
- The trader will have a named contact at Hertfordshire Trading Standards to speak to in order to obtain civil law advice and guidance on any disputes that arise.
- A customer with a complaint shall normally first approach the trader responsible for the contract. The latter shall respond quickly – normally by inspection within 15 working days on a date and time agreed with the customer – and, where required, rectify any fault promptly having agreed the action to be taken with the customer.
- Where a trader and customer are unable to resolve a complaint, the customer should be given a clear explanation as to why not, preferably in writing. The business will offer to refer the matter to Hertfordshire Trading Standards for impartial advice and mediation.
- Should that mediation fail, Exor shall offer to both parties access to the independent arbitration service.
- Arbitration provided by Exor, must be agreed to by both parties in writing. Costs will be met by both parties. Thereafter a member of Exor's management committee shall be appointed to inspect the works in question. Their findings, of both a technical and professional nature shall be accepted by both parties but cannot be used in litigation by either party in the event of any subsequent civil court action.

### **3.9 COMPLIANCE AND REDRESS**

- Where a trader remains in business and within the membership of the Hertfordshire Trading Standards TrustMark Scheme, the customer shall be assured of compliance with this code.
- Failure by a trader to carry out or co-operate reasonably in the procedures outlined above or to carry out the findings of an arbitrator shall result in a review by Hertfordshire Trading Standards and Exor, which may result in expulsion from the scheme.
- If the inspection carried out by a member of Exor's management committee, confirm the findings of an arbitrator requiring a trader to put right faulty work, one warning in writing shall be sent by recorded mail.
- Failure by a trader to put right faulty work within 28 days and to complete within a

reasonable time limit shall result in its removal from membership of the Hertfordshire Trading Standards TrustMark scheme. Removal of a member shall be published as soon as it happens on the Hertfordshire Trading Standards website, the Exor website and the TrustMark website. The application fee will not be refunded in these circumstances.

- However, if other contractual matters remain outstanding, the member may have reasonable grounds not to begin remedial work until these have been resolved. This information needs to be communicated to Hertfordshire Trading Standards in writing within 14 days of the above notice.
- Where a trader disputes the findings and decisions of Hertfordshire Trading Standards and the Exor Management Committee, they shall have the right to appeal to the Hertfordshire Trading Standards TrustMark Management Board. This Board shall comprise members from Hertfordshire Trading Standards unconnected to the original complaint, as well as a representative from the Citizen's Advice Bureau and a Trade Association to help ensure impartiality.
- If a satisfactory conclusion still cannot be reached, consumers and traders may decide to take the matter to the appropriate civil court.

### **3.10 PUBLICITY AND SUPERVISION**

- Each member will be allowed to publicise their membership of the Hertfordshire Trading Standards TrustMark scheme and will be provided with the necessary materials to ensure this. Use of those materials is subject to the Logo and Promotional Wording Terms of Use Policy of the Hertfordshire Trading Standards TrustMark Scheme.
- Membership of a trader does not indicate in any way that all of their products or services comply fully with the law. No implication to this effect should be made in any advertising of their membership of the scheme.
- The business will have sufficient management control to ensure that it operates legally and fairly with its customers.
- The trader will ensure that all employees and sub contractors are aware of the terms of this Code of Practice and will ensure that the requirements are met. Any failure to follow the requirements will be the responsibility of the employing business.

**Authority to Disclose Information held pursuant to the  
Data Protection Act.**

I, the undersigned, hereby authorise the relevant trading standards department, also giving consent under section 239 of the Enterprise Act 2002, to disclose to Exor Management Services of Innova House, 4 Kinetic Crescent, Innova Science Park, Mollison Avenue, Enfield EN3 7XH, any information held by them that would help them assess whether the business or proprietor has a record of consumer complaints or convictions and if so, the nature of those complaints or convictions.

|                        |
|------------------------|
| Exor Reference Number: |
| Business Name:         |
| Signature:             |
| Date:                  |
| Name:                  |
| Position:              |

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