

# Which?

## Code of Conduct

The Code should be read together with the Which? Trusted Traders Agreement, the Logo User Regulations and the “What is Expected of You” documentation.

For ease of reference, we refer to Which? Trusted traders as “Trusted trader(s)” or you, and the customers of goods and services as “Customer(s)”, and Which? as we, our or us.

### 1. Aims of the Code of Conduct

To set out the responsibilities, conduct and ethics to be followed by all Which? Trusted traders.

### 2. Scope of the Code of Conduct

2.1 The Code provides information on what is expected of you when you become a Trusted trader.

2.2 The Trusted trader shall be fully responsible for all employees in meeting the Code’s standards and subcontractors meeting the Code of Conduct for subcontractors.

2.3 The Code is independent of existing consumer legal rights.

2.4 All Trusted traders (including all directors, employees and/or subcontractors of the Trusted trader) must respect and uphold the Code, the Agreement and all terms and conditions as a condition of membership to the Scheme. Failure to comply with any part of the Code may result in the termination of your membership of the Which? Trusted Traders Scheme (the “Scheme”) at our absolute discretion.

2.5 The terms of the Code may be changed by us by providing the Trusted trader with at least 28 days’ notice.

### 3. As a Which? Trusted trader You shall:

3.1 Be open, honest and cooperative with us in regard to all elements of the Scheme.

3.2 Be available for calls, visits and assessments with Which? Trusted Traders staff at our request.

3.3 Comply with the terms and conditions of the Which? Trusted Traders Agreement.

3.4 Not undertake unsolicited visits to consumers’ homes.

3.5 Settle any County Court Judgments within 30 days of it being issued.

3.6 Comply with our “What is Expected of You” documents.

3.7 Complete all actions within the period specified by the agreement.

3.8 Bring to the attention of Which? Trusted Traders any matters relating to you, your business or any other current or previous business of yours that might present a risk to the reputation of Which?

3.9 Inform Which? Trusted Traders of any proposed changes to your business for example legal status, scope of business activity, bankruptcy, company dissolution/administration/insolvency/liquidation relating to any director, owner or officer of the company’ or changes in staff or subcontractors used.

3.10 Comply with all Which? Trusted Traders’ policies, procedures and protocols.

### 4. Reviews

You agree:

4.1 To abide by the rules and guidelines set out in the Which? Trusted Traders User Generated Content

## Code of Conduct

Terms and Which? Privacy Policy. 4.2 You will not pressure or unduly influence a customer to leave a review of your business, work or service.

4.3 You will not offer, promise or give customers incentives in exchange for providing reviews of your business, work or service for publication on the Which? Trusted Traders website. Incentives include discounts on the price paid or payable by the customer for your services, a monetary payment, gift or other benefit.

4.4 You will not require or unduly influence a customer to not leave a review or to amend or remove a review.

### 5. Professional conduct

You shall:

5.1 Act diligently and in accordance with the technical and professional standards of your relevant trade and/or service.

5.2 Only carry out work that falls within your professional competence, qualification or accreditations you hold and exercise due care and skill at all times.

5.3 Act responsibly, professionally and be polite at all times.

5.4 Respect the confidentiality of information that you obtain through work and business relationships.

5.5 When supplying goods, only supply those that correspond to their description, are of satisfactory quality and fit for purpose, and that comply with all applicable UK legislation. 5.6 Comply with Health and Safety requirements and the Construction (Design and Management) Regulations 2015. 5.7 All work should be completed within a reasonable timescale and no longer than 4 weeks, unless agreed with the Customer.

### 6. Quotations, contracts and other documentation

6.1 You shall supply to the customer a quotation in durable format (i.e. in writing, email or text) (except where it is not practical to do so).

6.2 Quotations shall include all of the following.

details of the work to be carried out or service to be provided.

where applicable, details of who will be carrying out the works or providing the service and the make and model of materials to be supplied.

the total price payable inclusive of VAT and all other known charges.

a breakdown of costs i.e., taxes, and any factors that may affect the final price to be paid for the work or service.

details of all choices or options available to the customer and how each would affect the final price to be paid for the work or service.

details of any deposits or staged payments together with timings for work agreed should also be shown.

6.3 Where additional work is requested or required (that hasn't previously been detailed in quotation), you shall provide the customer with a revised or additional quote - to include the additional work - before that work takes place.

# Which?

## Code of Conduct

6.4 Where required, you shall provide to the customer details of cancellation rights applicable to the contract for the services and supply information about the

contract and identity of the business, as required by law before they commit to the contract.

6.5 If you use terms and conditions, they must be considered fair in accordance with the Consumer Rights Act 2015 and government guidance.

6.6 You shall provide the customer with written confirmation of any contract entered into, or a copy of the contract, any Terms and Conditions and the written information you are required to provide.

6.7 You shall maintain full records of all Customer correspondence and documentation and retain a log of complaints for a minimum period of two years.

### 7. Payment

All invoices must:

7.1 Be supplied to the Customer with clearly visible payment terms and your complaints policy.

7.2 Include a revised or additional quotation of any additional works/costs undertaken as agreed by the customer.

7.3 Include your VAT number, with all prices inclusive of VAT (if VAT is applicable).

Payments:

7.4 Full payment shall not be taken from the Customer until the Trusted trader has completed the work satisfactorily and the Customer has had a reasonable opportunity to inspect the work unless:

- The payment is protected, and the Customer is able to seek remedy via section 75 of the Consumer Credit Act and/or through the Furniture

Ombudsman's Payment Protection Scheme or via an Escrow account or

- The payment is taken for a call out for a repair or service through a distance sale.

Interim payments:

7.5 If there are to be interim payments, they should either be agreed in advance for set stages and payment made in completion of those stages, or for the supply of materials. Interim payments should be agreed when the contract is made and

should represent no more than a reasonable valuation of the work completed, and materials delivered.

Customer deposits shall:

7.6 Be repaid to the Customer (along with any other prepayments) within 28 days if the work has not started and/or where the work is cancelled by the Customer because either it's within the cancellation period or the work does not take place within a reasonable time. Where work is cancelled by the customer (and there has been no breach of the Customer's common law and statutory rights) you retain no more than reasonable costs you have incurred.

7.7 Be protected if more than £500.

## Code of Conduct

### 8. Guarantees and warranties

Any guarantee(s) provided by you to the Customer must:

8.1 Be appropriate to the product or service that you are supplying and should be accompanied by a statement that nothing in the guarantee affects the

Consumers' statutory rights.

8.2 Cover the labour and materials that formed part of the completed work.

8.3 Not restrict the Customer's common law and statutory rights.

8.4 Where the guarantee is for more than a year, fully explain to the Customer whether or not the guarantee is backed by an insurance policy.

8.5 Clearly explain its terms and duration.

8.6 Clearly explain where the operation of a guarantee is conditional upon appropriate use or maintenance by the Customer.

8.7 Explain if and why certain parts of the work are not under guarantee.

8.8. Where relevant and legally viable, pass on a manufacturer guarantee too the Customer.

### 9. Which? Trusted Traders online content

In using the Which? Trusted Traders website (the "Website") you shall comply with the terms relevant to the Website including the Website's Terms and Conditions of Use, the Which? General Terms, the Website Privacy Policy and the Website Commenting Guidelines

### 10. Insurance

You must:

10.1 Maintain adequate insurance policies to cover all relevant risks including, but not limited to, employers and public liability insurance.

10.2 Provide the policy documentation of public liability, employer and professional indemnity insurance policies (as required) upon request.

### 11. Advertising

All advertising relating to the products or services provided by the Trusted trader shall be legal, decent, honest and truthful and all claims, howsoever made, must be able to be justified. They must comply with the Committee of Advertising Practice's code. Where you carry out telephone sales you shall comply with our Cold Calling Protocol.

### 12. The Which Trusted trader icon

You must use the Trusted trader icon solely in connection with your approved business activities, as further described in the Which? Trusted Traders logo regulations.

### 13. Marketing and publicity

The ways in which you may refer to Which? and the Scheme are set out in the Which? Trusted Traders



## Code of Conduct

Agreement. You must not, in any event, present Which? in a detrimental, unfair, malicious way or in any way that damages Which?'s reputation or goodwill.

### 14. Complaints policy

You shall:

- 14.1 Acknowledge all complaints as soon as possible and at least within 7 days and offer a course of action to the Customer within 28 days for all complaints.
- 14.2 Not refer or require the customer to deal directly with subcontractors, manufacturer's or an insurance company to resolve the complaint.
- 14.3 If agreed by the Customer, carry out such remedial action within eight weeks from the date of Customer agreement.
- 14.4 Endeavour to settle complaints amicably with the Customer.
- 14.5 Offer Customers full details of why a complaint will not be upheld if relevant.
- 14.6 Keep your customers informed of the progress of their complaint at least weekly via calls and/or written communication.
- 14.7 If complaints cannot be resolved between you and the Customer, cooperate with an independent Alternative Dispute Resolution Service (ADR) and comply with any decision in relation to the complaint.
- 14.8 Provide a response within 14 days to the Alternative Dispute Resolution Service for any request for any information or evidence.

### 15. Alternative Dispute Resolution

Unless you have access to an accredited Alternative Dispute Resolution provider, you agree that, as a Which? Trusted trader, you shall be subject to the procedure and requirements of our independent Alternative Dispute Resolution Service (ADR). This is a not-for-profit company that provides an independent, expert dispute resolution service to our Which? Trusted traders and their customers. In the event that a complaint cannot be resolved between you and the Customer under the Complaints policy outlined above, you can ask your customer to contact the ADR provider via the Which? Trusted Traders telephone number or by visiting <http://trustedtraders.which.co.uk/about/why-use-which-trusted-traders/>.

The ADR provider investigates complaints fairly and the service focuses on encouraging early agreed resolution, wherever possible. The ADR provider is entirely independent, meaning that they assess the facts of each individual case. They do not take sides and they make decisions based on the facts. The relevant terms relating to the ADR provider are detailed in Schedule 1 of the Which? Trusted Traders Agreement.

**Email: [trustedtraders@which.co.uk](mailto:trustedtraders@which.co.uk)**