

Worcestershire Trading Standards Service

Business Advice Policy

1. Strategic Overview

1.1 Worcestershire County Councils priorities are:

- Open for Business
- Children and Families
- Health and Well-Being

1.2 Trading Standards supports businesses so that they can thrive and grow then employment naturally follows. Trading standards regulation keeps markets fair. They ensure that criminality, whether this is from unsafe goods or practices that disadvantage consumers, does not impact on most businesses that want to comply with the law.

2.0 Introduction

2.1 This policy document sets out how Worcestershire Council's Trading Standards Service, seeks to engage with local businesses with the objective of achieving improved economic growth supported through better and timely advice on the plethora of regulations faced by businesses striving to do their best.

2.2 Trading Standards is responsible for overseeing a wide range of legislation. Areas that businesses may find helpful to have access to expert advice on can be provided in the following areas:

- Fair trading (pricing, distance selling, descriptions of goods and advertising, trademarks)
- Product safety (inc. underage sales, petroleum, and explosive storage)
- Metrology
- Food standards
- Agriculture (feed and animal welfare)

3.0 Service Delivery

3.1 Businesses currently have access to a range of free business advice available on the internet for example the Chartered Trading Standards Institute Business Companion www.businesscompanion.info or the Food Standards Agencies website Business guidance | Food Standards Agency. Despite this, some businesses will seek additional advice, particularly on more complex queries. This policy sets out

how we will decide when additional advice or support requested by a business will be subject to charge or provided at no cost. The policy also specifies what those charges will be.

3.2 Business advice can be provided in various forms including physical visits to the business, email/telephone conversation, meetings, and training.

3.3 Any charges and method of payment will be agreed in advance of the advice being given.

3.4 The starting point for determining fees will be the hourly rate which is calculated on a cost recovery basis. We will always endeavour to provide best value for business.

3.5 No business advice will be provided free of charge. Our current advice packages and options are set out at Appendix 2.

3.6 For terms and conditions see Appendix 1.

3.7 There will be no charge for inspections, the examination of production processes, procedures, and records (including informal and formal analysis) as a result of intelligence-led, risk-based inspections, investigations or projects instigated by this Service.

3.8 Requests for advice will be acknowledged in 48 hrs where there is an existing Primary Authority Agreement. All other requests will be acknowledged within 5 working days. If the enquiry is complex or is likely to take time to respond to, we will discuss and agree a timescale for responding.

3.9 If no existing agreement exists with the business, we will provide a written quotation for the work.

4.0 Chargeable business advice

4.1 Businesses who require advice on legislation will be directed in the first instance to free resources available online and asked to complete a self-assessment.

4.2 Where businesses are unable to find the advice required or are still unsure of legal requirements, they can seek further advice which will be provided by means of Self-assessment - Advice and guidance package see Appendix 2.

4.3 All other advice will be charged by the hourly rate or by means of a Primary Authority Agreement.

4.4 The business advice remains free of charge to Worcestershire based registered charities.

4.5 Bespoke packages – where appropriate we will consider requests for bespoke packages. The starting point for determining the charge will be the hourly rate. Factors we will take in account when determining the price of a bespoke package includes, but is not limited to:

- Familiarity with the business products and culture
- Repeatability, could research at an initial stage be useful later in dealing with other requests
- Whether we need to seek external legal opinion.
- Amount of preparation and research required
- Reporting arrangements
- Costs of analysis or testing
- Out of office time including travelling.

4.6 Training packages can be provided to business these will be based on a half day rate of £300 or a full day rate of £600. The provider will determine what numbers are appropriate in each case.

4.3 Advice on Trading Standards legislation will be provided at a charge. Such advice includes, but is not limited to:

- Provide interpretations of legislation specific to a business
- Advice on diligence procedures and control systems
- Product assessments, including product labelling for compliance with relevant legislation
- Formal or informal analysis of goods and reports
- Testing of goods (specific gravity checks, quantity checks, product safety checks etc.)
- Assessing new or revised terms and conditions for compliance
- Assessment of brochures, leaflets or websites intended to promote or market a business
- Providing training and talks to a businesses and employees
- Site visits and inspections at the request of the business.

4.5 We will always advise the business if we believe better charging options exist.

5.0 Primary Authority Partnerships

5.1 Local businesses that operate or sell products outside of Worcestershire, are eligible to enter a Primary Authority Partnership. This is an arrangement for a single point of contact which is formalised through a statutory Primary Authority Partnership agreement as set out in Part 2 of the Regulatory Enforcement and Sanctions Act 2008.

5.2 On a case-by-case basis we will also consider applications from businesses outside the County to enter a Primary Authority Partnership.

5.3 The contract between us and the business will allow for the provision of ongoing advice and support on specific areas of regulation applicable to the business. The purpose of these agreements is to ensure consistency of advice and limit interventions when a business has the need to deal with another or several Trading Standards Services. Under Primary Authority, other regulators are unable to take enforcement action when the business has followed assured advice provided by us.

5.4 We offer a range of annual packages under Primary Authority. See our full range of packages at Appendix 2 and terms and conditions at Appendix 1.

6.0 Assured Trading Scheme Partnerships

6.1 As part of our commitment to businesses and consumers we will consider entering into a partnership with a provider to offer an assured trader scheme. Such schemes are beneficial to businesses and support our aim to encourage economic growth through successful complaint businesses.

6.2 Businesses that sign up to the schemes benefit because they get support and promotion, in return for agreeing to treat their customers fairly. The nature of the schemes varies depending on the provider and the agreement they enter into with us, but the common aim is to offer consumers a way of finding trustworthy traders and giving local businesses an opportunity to show that they meet the standards of the scheme and the law.

6.1 The business advice service remains free of charge to Worcestershire businesses approved under any such scheme.

7.0 Business Advice Co-ordinator

7.1 We will appoint an officer as a Business Advice Co-ordinator to ensure that the advice we provide is what businesses want, when they want it and in accordance with this policy.

7.2 The Business Advice Co-ordinator will:

1. Maintain a register of businesses.
2. Act as a single point of contact for OPSS Primary Authority Register
3. Ensure all agreements operate within the agreed Terms and Conditions
4. Annually review all agreements to ensure they operate to the satisfaction of the business and Worcester TSS
5. Act as the first point of contact in event of a dispute between the business and Worcester TSS
6. Be responsible for the delivery and day to day running of an assured trader scheme.
7. Ensure all invoices are promptly issued and paid in accordance with existing Terms and Conditions
8. Monitor income and report to senior managers
9. Maintain website content and promotional material
10. Identify areas of improvement
11. Conduct satisfaction surveys as required.
12. Identify commercial business advice opportunities

7.0 Review

6.1 The hourly rate will be reviewed annually. As of the 1st April 2022 £72:00

6.2 Primary Authority Partnerships and contracts will be reviewed on an annual basis to ensure that they remain fit for purpose.

6.3 Worcestershire County Council Trading Standards Service reserve the right to withdraw any services with a reasonable period of notice.

6.4 This policy will be subject to regular review.

Appendix 1

Terms and conditions for business advice

1. Chargeable business advice and primary authority scheme are managed and administered by Worcester CC Trading Standards Service.
2. When completing the registration form you and your business undertake to ensure that all information provided to us is complete and accurate.
3. When seeking advice on trading standards matters under a Primary Authority Agreement you, and your business bear full responsibility for ensuring that all relevant information is disclosed and that it is complete, accurate and up to date.
4. No advice will be provided until the registration form is complete and the partnership is recognised by the Office of Product Safety and Standards.
5. Upon receipt of your registration form, a named officer will be nominated as your point of contact. If your nominated officer is not available when you require

advice, we will provide you with an appropriately qualified and experienced officer to deal with your request.

6. In the first instance all requests for advice must be made in writing to Primary.Authority@WorcestershireTS.gov.uk
7. Requests for advice will be acknowledged in 48 hrs where there is an existing Primary Authority Agreement. All other requests will be acknowledged with 5 working days.
8. If your enquiry is urgent or has a specific timescale requirement, please let us know when you submit your enquiry. Whilst we will try and accommodate any timescales it cannot be guaranteed. If it is not possible due to complexity or external consultation required, we will inform you.
9. We will send an itemised invoice to you on a quarterly basis where additional charges have been made.
10. Payments should preferably be made online by debit or credit card, by BACS (**Barclays Bank; sort code 20-98-61 and account number 53583147**) or to "Worcestershire County Council" by cheque. Your named officer will be able to offer further advice in respect of this. We regret that we are unable to accept cash for the services provided under the Scheme. Please use reference "TSSBA/ (your business name)" on any correspondence.
11. You or your business agree to pay any charges within twenty-eight (28) days of receiving an itemised invoice from us for the services provided. All prices are reviewed annually.
12. The minimum charge for chargeable advice is a half hour, regardless of whether the full half hour is used, we then charge in quarter hour units.
13. In the event that you do not pay any outstanding amount within the prescribed time then the authority may institute civil proceedings against you and/or your business to recover the cost and future services provided under the agreement will be suspended until the outstanding amount is settled in full.
14. Unused hours cannot be rolled forward to the following year. Excess hours will be charged at the hourly rate.
15. Businesses should be aware that Worcestershire County Council are subject to legal duties which may require the release of information under the Freedom of Information Act (FOIA) or the Environmental Information Regulations 2004 or any other applicable legislation or codes that govern access to information. Therefore, the authority may be under an obligation to provide such information on request. Such information may include matters relating to or arising from services provided under the agreement.
16. We will not keep information longer than is necessary and, whilst in our possession will safeguard your personal information. Any processing will be performed in line with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation. Further details about how we process personal data can be found in our Privacy Notice at [Data protection and privacy | Trading Standards - About Us | Worcestershire County Council](#).
17. Worcestershire Trading Standards Service is empowered to enforce a variety of civil and criminal statutes. We have a duty to investigate any allegations of breaches of such legislation and the provision of services provided under the agreement does not affect this duty in any way whatsoever.
18. The agreement does not entitle you or your business to use any logo or form of words associated with Worcestershire County Council or claim any affiliation

with Trading Standards Service in anyway whatsoever. Partners are entitled to use the Primary Authority logo subject to OPSS terms and conditions.

19. If you or your business have any complaints or are not satisfied with the quality of the services provided under the agreement or the timeliness of the information provided to you or your business, then you should in the first instance speak to the nominated officer for your business.

20. These Terms and Conditions will be subject to review from time to time.

Contact Us

- **Address:** Wyre Forest House, Finepoint Way, Kidderminster, Worcestershire, DY11 7WF
- **Telephone:** [01905 822799](tel:01905822799)
- **General Email:** TSEnquiries@worcestershireTS.gov.uk
- **Primary Authority Email:** Primary.Authority@WorcestershireTS.gov.uk

Appendix 2 Advice Packages

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Package and fee	What is included
<p>Self-Assessment advice and guidance.</p> <p>£345 + VAT</p> <p>Additional hours charged at the hourly rate.</p>	<p>5 hours of help and guidance in understanding the applicable law and how it applies to the business after completion of the self-assessment.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Assessment of due diligence procedures and quality control systems • Product assessments, including product safety, labelling, testing and analysis • Assessment of contractual terms • Assessment of brochures, leaflets or websites intended to promote or market a business • Providing training and talks to a business and its employees • Site visits and inspections at the request of the business
<p>Primary Authority Agreement Packages.</p> <p>In all cases a one off set up fee of £600 applies</p> <p>10 hrs per annum (excess hrs charged at the hourly rate)</p> <p>£690 Payable annually.</p> <p>20 hrs per annum (excess hrs charged at the hourly rate)</p> <p>£1311 (5% discount) Payable annually.</p> <p>30 hrs per annum</p> <p>£1946 (6% discount) Payable annually.</p>	<ul style="list-style-type: none"> • Detailed advice, including assured advice, covering all Trading Standards matters that may impact on a business (including a review of all products or services for compliance with Trading Standards legislation) • Assessment of and report on product labelling for compliance with relevant legislation (for example food labels, credit adverts, safety labels) • Analysis of goods and report • Assessing new or revised terms and conditions for compliance • Assessment of brochures, leaflets or websites intended to promote or market a business • Delivery of training • Site visits and inspections at the request of or with agreement of the business • Costs incurred by us because of instigating a product safety recall if a business refuses to act itself <ul style="list-style-type: none"> • Policing of special events to eliminate illegal trading at the request of or with the agreement of the event organisers. • Assessment of due diligence procedures and quality control systems

Training £300 £600	<ul style="list-style-type: none">• Half day• Full day• Includes preparation time, course material and evaluation.
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