**CODE OF GOOD PRACTICE**

**To be read in conjunction with Leeds Directory Terms & Conditions**

Please Note: Leeds City Council Leeds cannot recommend any organisations and are not responsible for how the organisations listed deliver a service. Leeds Directory reserves the right to refuse an application or remove a Provider.

**Values and Commitments**

1. **VALUES AND COMMITMENTS** – The Provider should endeavour to provide services which are person-centred, reliable, flexible, affordable, easily accessed, culturally appropriate and non-discriminatory.
2. **LEGISLATION** –The Provider is responsible for complying with all current legislation in relation to the services they provide. For guidance please visit this website: [www.legislation.gov.uk](http://www.legislation.gov.uk/).
3. **REGULATED ACTIVITIES** – The Provider must ensure that employees are suitable for the role that they will be carrying out, this includes checking qualifications, carrying out training and ensuring that staff have the appropriate level of disclosure in accordance with the updated Protection of Freedoms Act 2012. For guidance please visit:www.gov.uk/government/organisations/disclosure-and-barring-service
4. **SAFEGUARDING** – Where a Provider encounters a situation where they feel a person over the age of 18 is vulnerable or at risk of abuse from another person, they should seek help and support in reporting their concerns. Providers with their own Safeguarding processes should follow those, everyone else can seek advice or report a safeguarding adult concerns via the Leeds city council contact centre by calling 0113 222 4401. For more information visit: https://leedssafeguardingadults.org.uk/safeguarding-adults/informationforthepublic

**Business Practice**

1. **WRITTEN QUOTATION** – We expect all Providers to supply written quotations on letter headed paper. These quotes should clearly detail all important information relating to the work to be undertaken in a clear, jargon-free way which can be easily understood by the client. This should include, but not limited to, the cost of work to be undertaken including a breakdown of costs associated with materials, labour and VAT. Quotations should be formally accepted in writing by the client. If changes to the quotation are required for any reason a new quote should be produced and formally accepted by both parties in writing.
Leeds Directory recognises that there are occasions where written quotation is not applicable, such as in response to emergency repairs. In these instances, the Provider agrees to undertake the highest standard of business practice with regards to charges/payment and invoicing.
2. **CHARGES/PAYMENT** – The Provider agrees to notify clients in advance where call out charges will be made, to never charge more than the agreed hourly rate and to quote prices inclusive of VAT (if VAT registered). The Provider should never request or accept payment in advance unless agreed in writing between client and Provider. Where payment is received in the form of cash or cheque the client should be provided with a written acknowledgment of receipt . This may take the form of a handwritten note on headed paper or a copy book receipt. This acknowledgment should always include the name and main contact information of the provider, the amount received and a brief reference to the work completed. This should always be followed up by a formal written invoice.
3. **INVOICING** - Invoices should be consistent with written quotation, include an itemised breakdown of costs associated with materials, labour and VAT. Where relevant invoices should be accompanied by product guarantee information or instructions for use for the clients reference. Invoices should always be provided on letter headed paper.
4. **WORKMANSHIP** – Providers agree to provide competent standards of workmanship in accordance with the services stated on their registration form and listed in Leeds Directory. Providers agree to use the appropriate equipment, tools and materials for the work undertaken. The Provider should immediately declare any problems encountered to the client and only make true representations about the products and services and the need for them; for example - unintended damage to the client’s property. Services provided to the client outside of those listed on the Directory registration form may result in removal from the Directory.
5. **CLIENT CONFIDENTIALITY** – Strict confidentiality must be observed at all times and client details must not be passed on without client consent unless in relation to a safeguarding investigation.
6. **DATA PROTECTION** – Providers agree to handle client information in line with current Data Protection legislation. For up to date legislative guidance, please refer to [Data Protection Act 2018 (legislation.gov.uk)](https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted)
7. **BY APPOINTMENT ONLY** – The Provider agrees to visit the client as arranged by appointment only. Every effort must be made to keep appointments. The Provider should make every effort to communicate with the client regarding any changes to the agreed schedule.

**Delivery of Service**

1. **DELIVERY OF SERVICE** – The Provider agrees to undertake and complete the job with due care and skill and to complete the work within the timescale agreed wherever possible. Where it is not possible to meet previously agreed timescales, whether it is due to illness, staff shortages or lack of materials, the Provider agrees to inform the client as to the reason for the delay and provide a revised timescale. Where it is not possible to meet previously agreed timescales, whether it is due to illness, staff shortages or lack of materials, the Provider agrees to inform the client as to the reason for the delay and provide a revised timescale. The Provider agrees to treat the client’s property with respect and to request permission to use any facilities in the client’s home.
2. **SUB CONTRACTORS** – Providers must let clients know if any work is to be undertaken by sub-contractors. It is the Provider’s responsibility to let clients know that sub-contractors may not have disclosure certificates and have not been through the Leeds Directory Green Tick process. The Provider will ensure that any works are controlled and supervised by a competent person. The Provider will ensure that all staff including sub-contractors are competent to undertake the work. The Provider will take responsibility for sub-contractors and their work, where engaged to carry out the contract. The Provider will ensure that sub-contractors are aware of the terms of the Code of Good Practice and will ensure that the requirements are met. Any failure to follow the requirements will be the responsibility of the employing business.
3. **CLEAN AND TIDY WORK AREA** – The Provider will carry out work in a tidy and professional manner, paying particular attention to potential hazards. The Provider will leave the Client’s home and garden clean and tidy. All waste is to be removed and disposed of legally, following completion of the work, subject to agreed contract.
4. **HEALTH AND SAFETY** – The Provider will carry out work in accordance with current Health and Safety (HSE) legislation. The Provider will operate in accordance with Control of Substances Hazardous to Health (COSHH) regulations where appropriate. Chemicals will be stored, used and disposed of according to COSHH regulations. For guidance, please refer to the Health and Safety Executive website: [www.hse.gov.uk](http://www.hse.gov.uk/).
5. **ENVIRONMENTAL** - Providers should be committed to reducing the environmental impact of their activities. Providers will dispose of waste legally and keep records where appropriate. Chemicals should be disposed of safely, in accordance with current COSHH regulations <http://www.hse.gov.uk/coshh> .
6. **RESPECT** – Leeds Directory is committed to the principles of equal opportunities and respects the dignity, diversity and individuality of all our service users. We hold our Providers to the same standards that we hold ourselves with regards to tolerance, fairness and empathy. Providers have responsibility for their own behaviour and that of their staff and subcontractors under the Code of Good Practice. Any complaints of discrimination received by Leeds Directory will be subject to the Removals Policy.
7. **ILLNESSES** – Age, fragility and a number of other complex factors can impact on the body’s ability to respond to common illnesses. When working with Older People it is important to be aware of our own physical health and how it may impact on service users. Providers should consider to postpone any planned work, arranging to complete work at a time after recovery, during periods of ill health. Please seek medical advice from your own GP or speak to the Provider Monitoring Officer regarding Leeds City Council’s staff policies on this matter.
8. **COMPLAINTS** – Providers are requested to deal with all complaints promptly. The Leeds Directory Complaints Procedure is available upon request. We record all complaints and signpost matters on to regulatory bodies, such as the CQC, Elecsa, Gas Safe, Leeds City Council etc. where appropriate.

**Money and Finances**

1. **HANDLING MONEY** – Providers should encourage all staff to wear photo id badges, particularly when collecting pensions or monies on behalf of a client. It is good practice to collect monies at the counter, not a cash point. Providers are requested to maintain up to date records of all transactions, signed by relevant parties. Changes to the Protection of Freedoms Act (Sept 2012) include “assisting with general household matters – assistance with managing a person’s cash, paying a person’s bills or shopping on their behalf because of the adult’s age, illness or disability” under Regulated Activities. It is the Provider’s responsibility to ensure that staff providing these services have obtained the necessary disclosures.
2. **BANK CARDS AND PIN NUMBERS** – Please be aware that it is **illegal** to use another person’s credit or debit card and pin number without obtaining their permission, given freely, for each individual transaction. Please contact the relevant bank or building society to discuss terms and conditions relating to collecting monies on behalf of clients. Where appropriate a procedure called ‘agent to operative’ should be implemented. Banks have the right to withdraw bank cards in order to protect their own interests and that of their clients.
3. **LOTTERY TICKETS, BETS and LOYALTY CARDS** – The Provider should not encourage staff to purchase lottery tickets or place bets on behalf of a client or use client loyalty cards.

**Green Tick Standard**

1. **MAINTAINING YOUR GREEN TICK STATUS** – Providers must successfully complete the registration process before being listed on Leeds Directory. If documentation requested to maintain the Green Tick status is not provided in a prompt manner within a month of renewal the listing will be removed and the Provider advised of removal in writing. Documents can be updated via the Green Tick Uploader or by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 3784610 or by emailing them directly leedsdirectory@leeds.gov.uk.
2. **MAINTAINING YOUR LISTING** – Providers are also expected to maintain the accuracy of the listing information and update the website / service with any changes to contact information, services offered etc. as soon as they occur. These changes can be submitted by visiting the listing or by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 3784610 or by emailing them directly.

Providers Must immediately inform Leeds Directory of change in status relating to DBS disclosures for staff providing a service in the home, garden or 1:1 in the community, including the manager, by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 378 4610 or by emailing them at leedsdirectory@leeds.gov.uk. Failure to do so may result in a listing being removed from the Leeds Directory, with the Provider being advised of the removal in writing.

1. **AVALIBILITY OF SERVICE –** Providers are expected to regularly review and update the information held on the Leeds Directory regarding availability of service, particularly in regard to any periods of not taking on new work, delays in responding to requests for service or holiday. A Provider can request a temporary removal of their listing to help mitigate any source of new work for a period up to 3 months. Please note – reinstatement to the Leeds Directory will be contingent on the supply of any Criteria element which may have expired in the period of removal.

Failure to maintain this information may result in a listing being removed from the Leeds Directory, with the Provider being advised of the removal in writing. These changes can be submitted by visiting the listing or by contacting the Provider Monitoring Officer via the Leeds Directory Helpline: 0113 378 4610 or by emailing them directly leedsdirectory@leeds.gov.uk.

1. **STAR RATINGS AND REVIEWS FEEDBACK** – Client feedback must remain entirely independent of the service provider. It is good practice to distribute blank feedback forms with a covering letter and stamped address envelope in order to facilitate this process. Clients can return forms through the post, provide their feedback via our Helpline on 0113 378 4610 or submit comments via our website [www.leedsdirectory.org](http://www.leedsdirectory.org). We can only accept one rating per job.

Where clients are unable to complete forms independently a third party may assist.

**Providers must ensure that their staff never complete or collate/post feedback forms on behalf of clients receiving the service**.

Leeds Directory contacts clients to verify that feedback is genuine and we publish ratings and comments anonymously. Leeds Directory is unable to accept feedback from Providers’ friends or family, staff who work or have previously worked for the organisation or any other individual with a vested interest in the service.

Leeds Directory maintains records of all feedback that has not been obtained in accordance with the Code of Good Practice. Organisations who do not operate as requested risk immediate suspension from Leeds Directory.

If for whatever reason you do not confirm your acceptance of the Code of Good Practice we will treat the fact that you agree to being listed on the Leeds Directory as deemed acceptance of the terms contained within it.

Signed for and behalf of

Organisation name:

Position:

Print Name:

Signature:

Date: