



# Responsible CAR WASH SCHEME

'Promoting compliance, driving up standards'

## CODE OF PRACTICE

### INTRODUCTION

At the heart of the scheme is the RCWS Code of Practice (the Code) developed in partnership with Government agencies and through consultation with the industry. The Code comprises of five sections:

- Consent to trade and Trading Standards
- Financial Transparency and Corporate Governance
- Providing Safe and Hygienic working conditions
- Protecting the Environment
- Compliant and Ethical Employment Practices

RCWS Accreditation requires the operator to meet and abide by the Code in full.

### PRINCIPALS OF THE CODE OF PRACTICE

#### PROVISION 1: CONSENT TO TRADE AND TRADING STANDARDS

##### Clause 1.1 Planning

Prior to commencement of trading (or within 6 months of date of registration with the RCWS) the operator must obtain, or be in the process of obtaining, planning consent or have confirmation from their Local Authority regarding the status of the site with regards to planning. This is to include all buildings and signage.

##### Clause 1.2 Trading Standards

The following information must be displayed in a prominent position in all business premises where customers and suppliers have access:

- The full name of the proprietor (owner) or all of the partners
- An address at which the business can be contacted and have legal documents formally served on it
- Clear prominent pricing of services (inclusive of VAT)

## PROVISION 2: FINANCIAL TRANSPARENCY & CORPORATE GOVERNANCE

### Clause 2.1 Registration of Company

An operator must demonstrate:

- The legal structure under which they operate.
- If operating as a company, the company is registered with Companies House and in line with HMRC expectations.
- They can evidence that they are submitting appropriate reports or accounts to relevant bodies (HMRC, Companies House etc.).
- They are registered for VAT in line with HMRC guidelines (if threshold is met).
- Customers are provided with receipts and VAT receipts if requested.

### Clause 2.2 Insurance

- Operators must hold a valid Employers Liability Protection Policy appropriate to the requirements of the business model at all times.
- Operators must hold a valid Public Liability Insurance Policy.
- If there is any movement of vehicles on sites by the operator or any of their workers, the operator must demonstrate that they hold (and display) a valid motor trade insurance policy.

## PROVISION 3: PROVIDING SAFE AND HYGIENIC WORKING CONDITIONS

### Clause 3.1 Risk Assessment of Site

The operator must undertake a risk assessment of the site to identify potential hazards and take steps to control risks. This will include:

- Ensuring that electrical installations, equipment and appliances are safe, appropriate for use and checked in line with legislation.
- Ensuring that all cleaning products and chemicals are stored, labelled and utilised in accordance with health and safety COSHH regulations.
- Ensuring the site is free from trip hazards such as trailing cables.

### Clause 3.2 Personal & Protective Equipment (PPE)

Where health and safety risks cannot be controlled in any other way, personal and protective equipment must be provided. It can include items such as waterproof and high visibility clothing, gloves, eye protection and suitable footwear that is waterproof and has toe protection.

### Clause 3.3 First Aid, Accidents and Ill Health

- All reasonable steps must be taken to prevent accidents and injury in the workplace.
- A record of any incidents or accidents must be recorded in an Accident Book and reported in line with RIDDOR requirements.
- An adequate first aid kit and equipment must be on site.

### Clause 3.4 Workplace Facilities

- Provision of adequate welfare facilities for all employees including toilets, free drinking water, facilities for changing clothes and hygienic storage facilities for food preparation and consumption.
- Somewhere for workers to take breaks and eat meals.
- Ensuring the working environment is safe and clean.
- Ensuring workers don't smoke within the workplace (e.g., wash area) or near other workers or customers.

## **PROVISION 4: PROTECTING THE ENVIRONMENT**

### Clause 4.1: Location of Site

Operators will need to demonstrate that the location of their hand car wash enables the site to comply with environmental regulations. This includes:

- The presence of an impermeable wash surface (e.g., concrete wash pad).
- Appropriate shielding to reduce and capture effluent run-off (e.g., a proper side screen and kerbs surrounding the site, bar access point).
- A connection to a foul water drainage system which is regularly serviced by a registered waste carrier.

### Clause 4.2: Disposal of Waste Effluent (Water)

Operators must obtain a Trade Effluent License from a water supply company operating within the vicinity of the site.

The Operator shall ensure that the waste water caused by car washing (trade effluent) does not cause pollution. If the car-wash cannot dispose of its trade-effluent via a sewerage connection, then it must be collected in a suitable trap or container and disposed of by a licensed waste carrier. If this is the case, then the Operator must keep details of the carrier and invoices pertaining to the business waste removed. A waste transfer note is required for each load of waste removed from the car-wash site, a copy of which must be kept by the Operator.

Trade effluent must never pass to the surface water drains.

### Clause 4.3: Disposal of Waste Material

The Operator shall safely contain and dispose of any other waste associated with car cleaning, for example, ash-trays, used rubber-gloves and empty chemical containers. This waste is business waste and must be collected and disposed of

by a licensed waste carrier and the same requirements for waste transfer notes apply.

#### Clause 4.4: Accidental Spillage of Chemicals

Each site should have an appropriate spill kit available which staff have been trained to use.

### **PROVISION 5: COMPLIANT & ETHICAL EMPLOYMENT PRACTICES**

#### Clause 5.1: Safeguarding Workers

Operators must evidence that they operate compliant and ethical employment practices and treat their workers with dignity and respect.

Employment must be voluntary and freely chosen for all employees with no forced or bonded labour, nor any form of deposit payment taken in return for work (debt bondage).

The car wash is free from any form of harassment, physical abuse or discipline, verbal abuse, bullying or any other form of intimidation / mistreatment (or threat of).

All workers over the age of 18 doing shifts longer than 6 hours are given at least one uninterrupted break of a minimum of 20 minutes (workers under the age of 18 are entitled to more breaks) and that all workers over 18 get one day off in 7 (workers under the age of 18 are entitled to 2 days off in seven).

#### Clause 5.2: Checking Workers Legal right to work

You must check the legal right to work, keeping a photocopy of the original right to work documentation, for every single worker. If an ID card is provided ensure a copy of both sides are taken.

Car wash owners must not retain identity papers (except when it is necessary to check a worker's entitlement to work in the UK, and then only until the check is complete). Copies of documentation held must be stored safely and securely at all times

#### Clause 5.3 Terms of Engagement (contracts)

Record and keep safe the terms of engagement and personal details for all workers including full name, address and age if under 22.

The contract should clearly state the status of the worker i.e. employed or self-employed.

#### Clause 5.4 Payment of Workers and Record Keeping

All employees should be registered with HMRC and have a valid PAYE number, accurately calculating and deducting tax, NI etc. from all employees' pay and paying this amount to HMRC in a timely manner.

Payment must be in line with the current National Minimum Wage / National Living Wage levels as a minimum, with no unauthorised deductions or offsets.

All employees should be provided with a clear and itemised payslip at or before the time when wages/salary are paid. Payslips must specify gross and net amounts of earnings and the amounts/purposes of any deductions.

Workers with self-employed status must submit invoices for payment providing details of the services provided included number of days/hours worked and rate of pay.

#### [Clause 5.5 Employment Rights and Benefits](#)

Operators must ensure that the statutory rights of workers are provided including the right to holiday and sick pay, maternity/paternity/adoption leave/pensions etc. and that accurate records are maintained to document entitlements and use.

#### [Clause 5.6 If you Provide Accommodation for Workers](#)

Whilst it is not recommended, if operators provide accommodation for workers, they will be expected to demonstrate that it:

- Meets building controls.
- Has appropriate planning permission.
- Where designated as a House of Multiple Occupation it meets the criteria of the Local Authority in which it is situated.

If deductions are made for the provision of accommodation, they must be compliant with National Minimum Wage Offset Guidelines.

#### [Clause 5.7 Providing Transport for Workers](#)

If an Operator provides employees transport, they will need to demonstrate:

- That the transport for the employees is optional, and any charge for transport does not breach NMW Offset Guidelines.
- That the vehicle used is fully insured, has an MOT and that the driver has a valid licence to drive in the UK

## **MEMBERSHIP OF THE SCHEME**

In order to join the Scheme and remain an accredited car-wash, the following applies:

### [Auditing](#)

In joining the scheme, the Responsible Car Wash Operator agrees to being audited by the scheme administrator/ GLAA. Sites with workers will automatically be subject to an audit. Automated and jet wash sites will be subject to random audits.

The audit is designed to check compliance with the code, in particular those areas difficult to evidence by self-certification. The scheme's audit regime, including when an audit is undertaken, is determined by the scheme administrator. The scheme administrator will share information obtained through the audit with regulators and government departments to develop a detailed profile of the industry. Information will be anonymised, with only the scheme administrator having site specific information. In line with the ethos of the scheme, operators will be given advice and guidance on best practice to drive up standards through continuous improvement.

Any areas of non-compliance with the Code will be outlined for the operator and advice offered on how to bring about the required improvement within an agreed time frame.

During the on-site audit, the Operator may be asked to provide additional evidence to demonstrate compliance with the CoP as outlined in the above sections. The auditor will also expect to be able to carry out informal interviews of any of the workers without the Operator present.

Failure to successfully pass the audit could lead to RCWS membership being rescinded. Copies of the audit report will be provided to the landlord of the site as evidence of compliance against the Code. Reports of visits from other regulatory bodies or enforcement agencies will similarly be reviewed by the Scheme Administrator and, again, may lead to membership being rescinded.

#### [Continued Membership of the Scheme](#)

Once an Operator has joined the Scheme and become an accredited car-wash, the membership will proceed on a continuous basis. To this end, the following will apply to the Operator:

- Comply with all clauses of the CoP at all times
- Allow the Scheme Administrator to audit the car-wash sites at any time, in order to ensure continued compliance with the CoP
- Scheme branding shall be displayed in a prominent position in order to identify that the car wash has accredited status
- Apply to renew scheme membership on an annual basis

#### [General Data Protection Regulation \(GDPR\)](#)

The Responsible Car Wash Scheme will collect data of the Operator in a number of ways, for example:

- when contact is made with the RCWS through the Website, by telephone, post, e-mail or through any other means;
- after registering and setting up an account to receive RCWS products and services;
- when completing surveys that may be used for research purposes (although the Operator is obliged to respond to them);
- when making payments to the RCWS, through the Website or otherwise;
- when you elect to receive marketing communications from the RCWS;
- when you use any RCWS services;

in each case, in accordance with the privacy policy. Further details can be found on

[www.rcws.org.uk](http://www.rcws.org.uk)

