



MOTOR INDUSTRY CODE OF PRACTICE

Service and Repair



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Introduction

The Motor Industry Code of Practice for Service and Repair ("the Code") defines the promises made by subscribing garages ("subscribers") in the provision of service and repair work to consumers. The Code sets out standards that subscribers will comply with regarding:

Advertising

The Booking Process

Carrying out the Work

Billing

Staff

Complaints Handling

Dispute Resolution and Disciplinary Action

Subscribers are obliged to accept the Code in its entirety and ensure that their staff are aware of their legal responsibilities as well as their responsibilities under this Code.

A consumer who feels dissatisfied with the service they receive under any item covered by this Code is able to submit their grievance to the Consumer Advice Line and Conciliation Service. A detailed procedure explaining how to do this appears in the Appendix as do the terms of reference for dispute resolution and disciplinary action.

The principles set out in this Code are not intended to interpret, qualify or supplement the law, and are not intended to be applied to non-consumer transactions.

This Code has been developed by the motor industry to provide a self regulatory regime by which individual garages can demonstrate their intention to operate as responsible businesses and have in place a cost effective and speedy dispute resolution service that consumers can readily access in the event of a disagreement.

A consumer information leaflet to accompany the Code, the Brief Guide to the Motor Industry Code of Practice for Service and Repair ("the Brief Guide"), is available from subscribers or to download from www.motorindustrycodes.co.uk

The Brief Guide contains information on the Code, the Consumer Advice Line, Conciliation and Arbitration, as well as a pre-contractual information check list and the Consumer Survey.

Definitions

Throughout the Code:

The term **subscriber** describes an individual garage that has subscribed to this Code.

The term **vehicle** is taken to include passenger cars, light and medium commercial vehicles (where such vehicles are not used in the course of the consumer's trade, business or profession) and their derivatives.

The term **consumer** describes the owner of any vehicle and includes any vulnerable consumer; for which subscribers will have in place satisfactory provision for attending to their needs.

The term **vulnerable consumer** describes any consumer whose circumstances put them at risk of making an incorrect or inappropriate decision, or receive inferior goods or services.

The term **new vehicle warranty** is taken to include the manufacturers warranty and any extension provided free with a new vehicle.

The term **extended warranty** is taken to include any warranty provided with a vehicle that is not a new vehicle warranty or any warranty purchased after the new vehicle warranty has expired.

The term **warranty provider** describes the administrator of the warranty.

The term **guarantee** describes the method(s) of ensuring quality of parts and work.

The term **estimate** is taken to mean an approximate cost to complete the work required.

The term **quotation** is taken to mean a statement of the cost for which the work will be completed.

The term **subcontracted work** describes any work completed by additional people to those employed by the subscriber.

The term **diagnostic or exploratory work** describes the work carried out in determining the cause of a problem.

The term **invoice** means an invoice that lists separately with costs against each item, the work carried out, parts used, labour, additional work agreed, environmental disposal charges and VAT.

The term **competent** describes demonstrated proficiency in the required skills and abilities of the job holder.

Advertising

‘Our communications will honestly promote our services’

What our promise means to you

- 1.1 Our advertisements, promotions or any other publications, whether in writing or otherwise, will not contain any items which are likely to mislead you or be misunderstood.
- 1.2 Our advertisements (including comparative advertisements), promotions or any other publications will comply with the requirements of the relevant legislation along with the codes, regulations and rulings of the appropriate organisations or associations.
- 1.3 Any price quoted should be inclusive of VAT where applicable (and consumers informed where not), and cover any additional charges such as waste disposal and environmental charging.
- 1.4 The words ‘guarantee’ or ‘warranty’ within any of our advertisements will not be used unless the full terms of that guarantee or warranty are set out clearly within the advertisement or are available before you commit to any work or transaction. Furthermore, any warranty or guarantee offered will not diminish your consumer rights (i.e. those the law gives you anyway), or appear to do so.
- 1.5 If a subscriber breaches any legislation, codes, regulations or rulings relating to advertising they will be in breach of this Code.

We would advise you to

- Read our advertisements carefully and in full. If an advertisement is not clear to you, request clarification before you commit yourself to any transaction.
- Check that the specification and service requirements of the vehicle you are having serviced or repaired match that being booked.
- Check with the subscriber that you have their latest pricing structure.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Misrepresentation Act 1967

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Sale of Goods Act 1979

Sale and Supply of Goods to Consumers Regulations 2002

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Advertising Standards Authority (including the Committee of Advertising Practice’s ‘The British Code of Advertising’, Sales Promotion and Direct Marketing’ and ‘The Broadcast Advertising Codes’)

Ofcom Broadcasting Code (TV/Radio Advertising)

Booking

‘Our price will be all-inclusive for the work that we agree to undertake’

What our promise means to you

- 2.1 We will provide you with flexibility and choice regarding dates and times for booking and completion, along with accurate information and advice to enable you to choose the work required, which you will be asked to authorise by signature.
- 2.2 We will confirm whether any additional or special requirements you may have are included or require additional work, time and/or cost prior to agreement of a completion date and time.
- 2.3 We will fully explain and give you clear practical advice to help you understand the work required and being offered in order to complete the agreed work, which will be confirmed in writing if requested.
- 2.4 The terms under which we will be charging for any diagnostic or exploratory work will be confirmed and agreed during the booking process, as will our cancellation policy, which will allow you to cancel the repair and/or service at anytime, subject to your legal liability for any work done so far, including reasonable labour and parts costs generated, which will be kept to a minimum.
- 2.5 Replaced parts will be made available for you to view and examine until collection of the vehicle unless otherwise agreed. You should only ever remove these from the premises if you have the ability to dispose of them in an environmentally responsible manner.
- 2.6 Accepted methods of payment will be confirmed prior to work commencing.
- 2.7 All terms and conditions of business will be written in clear and intelligible English, prominently displayed within the premises and be available upon request.
- 2.8 Where an estimate is given, this will be supplied as a breakdown of costs to be provided in writing, as a general guide to the cost of the work required (which could go up or down) and be inclusive of all parts, labour and VAT where appropriate. Estimates should be given and agreed before any work is carried out and where provided in writing will clearly state that it is an estimate.
- 2.9 Where a quotation is given, this will be supplied as a breakdown of the firm agreed price to complete the work requested, offered to be provided in writing and be inclusive of all parts, labour and VAT where appropriate. Quotations should be given and agreed before any work is carried out and where provided in writing will clearly state that it is a quotation.
- 2.10 We will not require deposits or prepayments for service and repair work.
- 2.11 High pressure selling techniques will not be used.

We would advise you to

- Understand exactly the work to be undertaken on your vehicle (and the consequences of not having certain work/servicing carried out) including the agreed cost and collection time.
- Clearly agree further contact instructions, including your availability, while your vehicle is being worked on.
- Understand any additional work required to your vehicle/advised by the subscriber and whether this will cause additional cost, timescales etc.
- Inform the subscriber of any special needs relating to the service and/or repair, as they cannot advise appropriately if you do not explain these requirements.
- Notify the subscriber of any warranty and the relevant authorisation procedure, as any repairs may be covered.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Misrepresentation Act 1967

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Unfair Contract Terms Act 1977

Sale of Goods Act 1979

Supply of Goods and Services Act 1982

Unfair Terms in Consumer Contracts Regulations 1999

Sale and Supply of Goods to Consumers Regulations 2002

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Work

‘We will complete the work as agreed with you’

What our promise means to you

- 3.1 If your vehicle is booked in, in advance, we will endeavour to have the appropriate parts in stock to complete the work as agreed at the time of booking. If this is not possible we will contact you prior to the date of your booking to re-arrange, in which case you may also exercise your right to cancel the booking.
- 3.2 If during the performance of the agreed work, it becomes apparent that additional time, labour or parts will be necessary to address consequential/additional needs not previously recognised, we will contact you to agree prior to commencement of this additional work, giving you the opportunity to accept and agree a new completion time/date, or decline and exercise your right to cancel the booking.
- 3.3 If your vehicle is dismantled, we will not compel you to agree to the completion of additional work. We will always offer an option of re-assembly within the original price, where possible. We will also make you aware of any operating and/or safety implications of not having this work carried out.
- 3.4 We undertake to guarantee all service and repair work against failure. We will inform you where parts are provided with a manufacturer's warranty. We will tell you about the duration of any warranty or guarantee and how to exercise it.
- 3.5 Any guarantees or warranties provided with parts or labour are in addition to your existing consumer rights.
- 3.6 Replaced parts will be made available for you to view and examine until collection of the vehicle unless otherwise agreed. You should only ever remove these from the premises if you have the ability to dispose of them in an environmentally responsible manner.
- 3.7 Servicing carried out as required by the new vehicle warranty will be performed according to the vehicle manufacturer's service specification and documentation detailing this will be provided, unless otherwise specifically agreed and authorised by signature.
- 3.8 We will remain responsible for ensuring the quality of any subcontracted work carried out under the agreed booking.
- 3.9 We will agree with you the parts to be used, prior to commencing work.
- 3.10 We will carry out all work within an agreed timescale, exercising the reasonable skill and care you are entitled by law to expect. If the work is likely to take longer we will contact you, as stated in 3.2.
- 3.11 We will obtain permission from the warranty provider prior to starting any repairs covered by any warranty, as long as we have been made aware that the vehicle is covered by a warranty.
- 3.12 We will promptly and effectively respond to any questions you have regarding the completed work and swiftly investigate any issues with the work. Where possible we will rectify any issues at no extra cost.

We would advise you to

- Clearly notify the subscriber where a vehicle manufacturers warranty period applies, as the vehicle manufacturer will have set certain specific criteria to be observed by the subscriber to maintain the benefit of the warranty.
- Decide whether or not to have your vehicle serviced according to the vehicle manufacturer's requirements, in full knowledge of the consequences which the subscriber will have explained to you.
- Understand that you will not invalidate a new vehicle warranty by having original spare parts or parts of matching quality fitted to your vehicle, but that these components or consequential damage caused by their failure will not be covered by the new vehicle warranty.
- Understand that failure to have your vehicle serviced according to the manufacturer's servicing schedule may invalidate any warranty and could cause the premature failure of parts.
- Understand that the warranty for original spare parts or parts of matching quality other than those provided by the vehicle manufacturer will be with the parts manufacturer.
- Be aware that elements of work required will sometimes be outsourced for another specialist outlet to perform. The satisfactory conclusion of these tasks will remain our responsibility.
- Understand that any terms relating to parts in extended warranties must be followed for the extended warranty to remain valid.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Misrepresentation Act 1967

Unfair Contracts Terms Act 1977

Sale of Goods Act 1979

Supply of Goods and Services Act 1982

Road Traffic Act 1988

Unfair Terms in Consumer Contracts Regulations 1999

Sale and Supply of Goods to Consumers Regulations 2002

Motor Vehicle Block Exemption Regulation (EC) 1400/2002

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Billing

‘Our invoice will match the booking price’

What our promise means to you

- 4.1 Our prices will be clear and inclusive of parts, labour, VAT and any other additional charges, to include the cost of disposal and any environmental disposal charges.
- 4.2 Where an estimate is given, this will be provided as a general guide to the cost of the work required and clearly stated at the time of booking (see 2.8).
- 4.3 Where a quotation is given this will be as a firm, agreed price to complete the agreed work and will be clearly stated at the time of booking (see 2.9).
- 4.4 If during the performance of the agreed work, it becomes apparent that additional time, labour or parts will be necessary to address consequential or additional needs not previously recognised, we will contact you to agree prior to commencement of the proposed additional work.
- 4.5 Unless a ‘fixed price’ arrangement has been agreed in advance (e.g. fixed price servicing), final invoices will clearly list the work that has been carried out, identifying any additional work agreed and detailing parts used, labour, environmental disposal charges and VAT separately.
- 4.6 All elements of the service provided, work carried out and the prices charged will be explained to you during the handover procedure upon completion of the agreed work, at which point payment will be due.

We would advise you to

- Check that the invoice details the work as agreed to be carried out and that the price meets with that agreed at the time of booking.
- If additional work has been agreed, ensure this is clearly detailed on the final invoice.
- Retain your detailed invoice to form part of your service history. Proof of servicing will be required in the event of a warranty claim.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Misrepresentation Act 1967

Sale of Goods Act 1979

Supply of Goods and Services Act 1982

Sale and Supply of Goods to Consumers Regulations 2002

The Price Marking Order 2004

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Staff

‘Our staff will work competently and in your best interests to provide the service that you require’

What our promise means to you

- 5.1 Our staff will be trained in, and abide by the Code, comply with relevant legislation, be professional and polite at all times and treat you and your property with respect and care.
- 5.2 Our staff are committed to completing work accurately and efficiently and will be attentive, especially to the needs of vulnerable consumers.
- 5.3 Our staff are competent to carry out the work within their responsibilities, or in the case of trainees they will be supervised by someone who is competent.
- 5.4 Work undertaken by supervised staff will be checked to ensure it has been performed appropriately.
- 5.5 We will provide and our staff will use, appropriate equipment and facilities to complete all work to a satisfactory standard.
- 5.6 Staff will communicate clearly and not use technical jargon or terminology without offering to explain it fully.

We would advise you to

- Be clear in expressing what you require and question if you do not understand what you are being told.
- If you are not sure about anything, ensure you ask for more details.

For your information

Where applicable to the subscriber, we observe the requirements of all legislation and regulatory requirements, including:

Health and Safety at Work Act 1974

Sale of Goods Act 1979

Supply of Goods and Services Act 1982

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Handling Complaints

‘We will handle complaints swiftly, following this agreed procedure’

What our promise means to you

- 6.1 We will take effective, immediate action in order to ensure that you receive a just settlement of your complaint.
- 6.2 We will have in place an easily identifiable and accessible arrangement for the reception and handling of complaints.
- 6.3 Our Customer Relations Representative, who is responsible for handling any consumer complaints and is the designated contact for the Code Advisory and Conciliation Service, will be easily identifiable within any customer facing area of our premises.
- 6.4 We will co-operate fully with any local consumer adviser or any other intermediary you choose to consult in an effort to resolve your complaint.
- 6.5 In the event that your complaint remains unresolved, we will advise you of your right to refer your complaint to the Code Advisory and Conciliation Service.
- 6.6 The Code Advisory and Conciliation Service is responsible for the operation of the impartial conciliation service. Each conciliation case will be assessed and investigated from a Code, technical and legal perspective. The Code Conciliation Service will advise both subscriber and consumer on a remedy as appropriate.
- 6.7 We will give every assistance to the Code Conciliation Service whilst it is investigating a complaint, and in reaching a satisfactory conclusion.
- 6.8 If a satisfactory conclusion cannot be achieved through conciliation, an independent low cost arbitration service is available via IDRS Ltd, an experienced dispute resolution service operator. Details of the arbitration arrangements are set out in the Appendix.
- 6.9 We will ensure that you are aware of our adherence to the Code by the prominent display of appropriate signage within our premises, including copies of the Code which are available for consumers upon request.
- 6.10 We will prominently display copies of the Brief Guide within our premises and make copies available for consumers.
- 6.11 We will maintain a record and analysis of all complaints relating to any of the provisions of the Code.
- 6.12 The Code Administrator will analyse complaints regarding the Code or other matters referred for conciliation or arbitration. The results of this analysis will be published within the Motor Industry Codes Annual Review.

"In the unlikely event that you feel we have failed on any of our promises, we refer you to the Code Advisory and Conciliation Service.

Their role is to ensure that we are acting responsibly and fulfilling our obligations under this Code. The following sections of this Code detail how this function operates."

Appendix

Guidance on Handling Complaints

The information below and the flowchart opposite set out the Code's complaints escalation procedure.

Initial Complaint

A consumer, or intermediary who has a complaint about a subscriber should, in the first instance, refer the matter verbally to the subscriber's Customer Relations Representative.

Consumer Advice Line

The Consumer Advice Line will handle initial contacts into the Code Advisory and Conciliation Service and will provide consumers with appropriate advice and assistance. If the vehicle is still with the subscriber or the Consumer Advice Line considers that a complaint is one that may be resolved quickly by the Fast Track, the Consumer Advice Line can contact the subscriber in order to discuss the consumer's complaint and negotiate a resolution.

If the complaint cannot be resolved via the Fast Track, or the case is not suitable for referral to the Fast Track, the complaint can be referred to the Conciliation Service. Consumers may be asked to provide further information by post or e-mail in order for the case to progress.

Conciliation

The Conciliation Service will investigate potential breaches of the Code and aim to quickly review and resolve any dispute with as little disruption to the consumer as possible.

In certain complex cases it is not always possible to resolve a dispute quickly, as it can take some time to gather all the information necessary to reach a decision and a satisfactory outcome.

Consumers will be kept informed of the progress and outcome of their conciliation or arbitration case and any consequential disciplinary action taken against the subscriber.

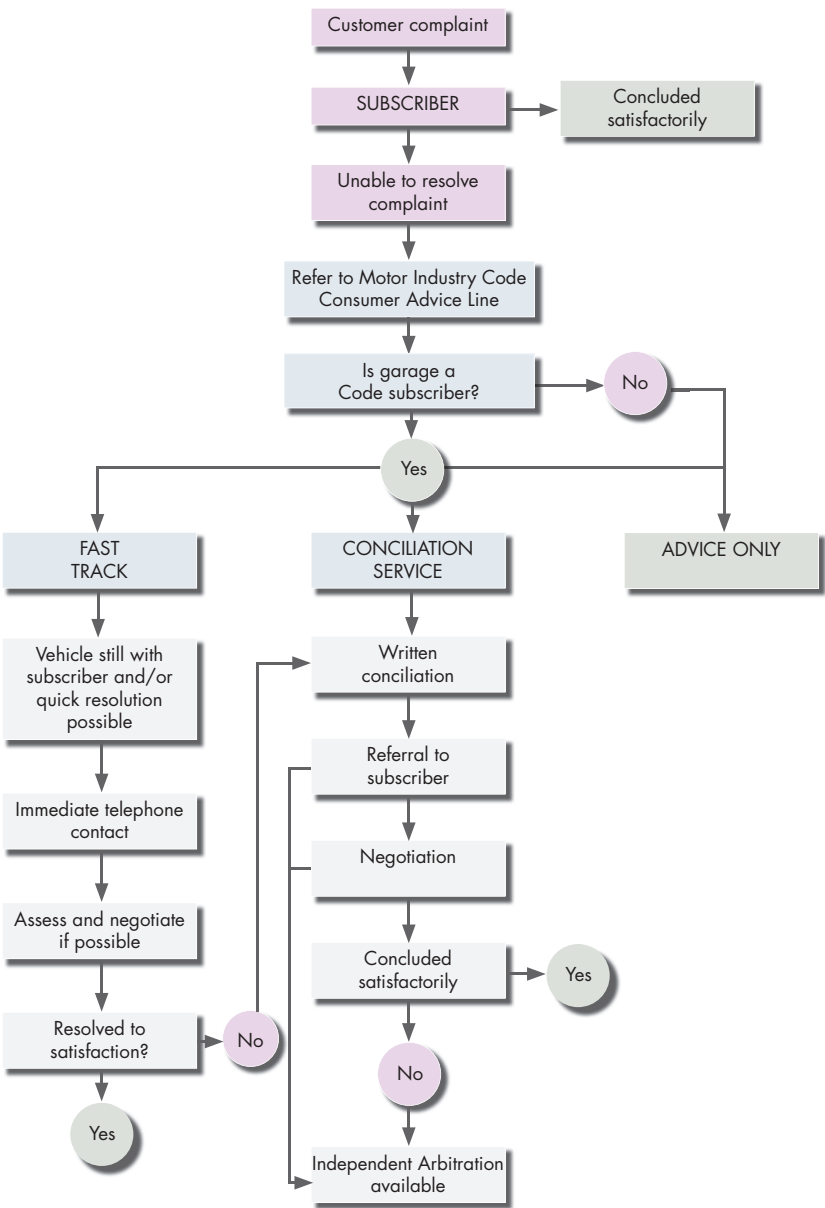
Arbitration

If a case remains unresolved or there is a difference of opinion that cannot be satisfactorily addressed through conciliation, the case can be referred to independent arbitration. Arbitration is provided by IDRS Ltd, an experienced dispute resolution service operator, and is independent of the Code Advisory and Conciliation Service or subscribers.

The decision of the Arbitrator is legally binding upon both parties and concludes the complaint. There are only limited circumstances where a case already considered under the terms of the Arbitration Act can then proceed to court.

Arbitration outcomes will be assessed to determine whether any Code compliance issues have been raised and if any amendments to the Code are required to address any specific issues raised by the case. Details on the cost of arbitration is available from www.motorindustrycodes.co.uk

Complaints Escalation Procedure



This diagram is intended to act as a visual aid to assist your understanding of the complaints escalation process that will be followed for any complaints made to/ or regarding a subscriber under the Code.

Dispute Resolution and Disciplinary Action

Complaints, Consumer Advice, Conciliation and Arbitration

Any verbal complaints will be dealt with immediately by a subscriber's Customer Relations Representative. If the complaint is not dealt with immediately, the Customer Relations Representative must respond to the complaint within 72 hours. A consumer who sends a subscriber a letter of complaint will receive an initial reply from the subscriber within 10 working days of receipt.

Subscribers are obliged to give every assistance to the Code Advisory and Conciliation Service and upon receipt of a complaint are required to ensure that they take effective and immediate action to resolve the complaint.

If attempts to reach a satisfactory solution fail, or a verbal complaint remains unresolved within 72 hours, or if any written complaint to a subscriber remains unresolved after 15 working days, the complaint should be referred to the Code Advisory and Conciliation Service.

In the first instance consumers should call the free phone Consumer Advice Line on **0800 692 0825**

Or submit their enquiry or complaint via the Motor Industry Codes website

www.motorindustrycodes.co.uk

If the Consumer Advice Line advise that a complaint will be referred to conciliation the consumer may be required to submit further information in writing via the website.

All enquiries referred to the Code Advisory and Conciliation Service within a reasonable time of the cause for complaint arising will be considered.

If conciliation does not resolve the complaint to the satisfaction of the consumer, subscribers will agree to independent arbitration if the consumer so wishes. The parties will be required to sign an application for arbitration and pay the registration fee.

The Code Advisory and Conciliation Service will submit to the Arbitrator all documentary evidence as required. The Arbitrator will advise the parties to submit any further evidence which it considers necessary.

As the arbitration service is designed to be low cost to allow it to be accessible, any hearing will normally rely on documents only. None of the parties to the dispute may be present or be represented by another person, unless the Arbitrator decides to conduct an oral arbitration, in which case parties may attend to present their evidence. Legal representation may only be employed if the Arbitrator so directs.

The Arbitrator has the power to direct any party to provide any additional document or information considered relevant.

The award of the Arbitrator will be published in writing to all parties involved in the dispute and is enforceable in the Courts by any party.

Disciplinary Action

The Independent Compliance Assessment Panel (ICAP), is an independent panel which monitors the operation of the Code and subscriber compliance. ICAP will also meet to review cases of persistent or serious breaches of the Code by subscribers.

ICAP is independent of the sector. Its authority over subscribers reflects the serious nature with which non-compliance is viewed. It is the responsibility of the Code Administrator to acknowledge when a subscriber has breached the Code in a manner that requires action beyond conciliation or arbitration.

ICAP has the authority to instigate an independent investigation, with which the subscriber is required to assist fully. Depending on the outcome of any investigation, the panel can impose a varied selection of sanctions on a subscriber, ranging from education and continued monitoring, through to written warnings and expulsion from the Code scheme.

It must be remembered that disciplinary action in this respect is different to any individual case that may be accepted through the conciliation service. However a number of similar conciliation cases regarding the same subscriber could instigate disciplinary action.

The outcome of any ICAP investigation will be published in the Motor Industry Codes Annual Review, which will be supplied to the Office of Fair Trading for monitoring purposes.

Individual consumers will be made aware of the outcome of disciplinary action, instigated as a direct result of their complaint.

Data

For the purpose of monitoring and resolving complaints, and monitoring of compliance with the Code as well as assessing consumer satisfaction, subscribers may pass consumers' personal data to the Code Administrator and they may analyse that data and publish findings based on it. Subscribers and the Code Administrator will process personal data in accordance with the Data Protection Act 1998.

Further Information

Enquiries or complaints

Freephone Consumer Advice Line

0800 692 0825

Motor Industry Codes website

www.motorindustrycodes.co.uk

Relevant web links

Advertising Standards Authority

www.asa.org.uk

Automotive Technician Accreditation

www.automotivetechician.org.uk

Citizens Advice Bureau

www.citizensadvice.org.uk

Consumer Direct

www.consumerdirect.gov.uk

Defra

www.defra.gov.uk

Department for Business Enterprise and
Regulatory Reform

www.berr.gov.uk/consumers

Institute of the Motor Industry

www.motor.org.uk

Ofcom

www.ofcom.org.uk

Office of Fair Trading

www.offt.gov.uk/codes

Retail Motor Industry Federation

www.rmif.co.uk

Trading Standards

www.tradingstandards.gov.uk

Legislation web links

Information on the legislation referred to in the Code can be found on the websites listed below:

www.opsi.gov.uk

www.berr.gov.uk/consumers

www.offt.gov.uk

Legislation referred to within the Code

Misrepresentation Act 1967

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Sale of Goods Act 1979

Supply of Goods and Services Act 1982

Road Traffic Act 1988

Unfair Terms in Consumer Contracts Regulations 1999 (UTCCRs)

Motor Vehicle Block Exemption Regulation 1400/2002/EC

Sale and Supply of Goods to Consumer Regulations 2002

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008





MOTOR INDUSTRY
CODE OF PRACTICE

Service and Repair

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