



# Motor Trade Partnership Conditions

## 1 Introduction

- 1.1 This *scheme* has been introduced and is supported by the elected members of the North Lincolnshire Council. It is administered by Trading Standards, a division of Neighbourhood and Environmental Services.
- 1.2 The *scheme* is intended to demonstrate a commitment by businesses to fair, safe and honest trade, and to increase levels of consumer satisfaction.
- 1.3 North Lincolnshire Trading Standards in turn aims to continually develop and maintain an equitable trading environment for the benefit and protection of both consumers and businesses.

## 2 Eligibility

- 2.1 To apply to become a member of the *scheme*, the business must have been trading for at least 6 months within *North Lincolnshire*.
- 2.2 The *scheme* will encompass a probationary period in which time the business will have their procedures and practices monitored by Trading Standards, in order to ensure full compliance with the conditions of the *scheme*.
- 2.3 Should a business fail to meet the criteria of the *scheme* within that period, they will be advised in writing of the reasons and the remedial action needed. The business has the right to appeal by following the *Appeals and Arbitration Procedure*.

## 3 Membership

- 3.1 Membership is conditional upon:
  - 3.1.1 Acceptance of all the relevant conditions of the *scheme*
  - 3.1.2 Adherence to all the relevant conditions of the *scheme*
  - 3.1.3 Payment of the appropriate *fee*
- 3.2 Membership will start on the first of the month, with a pro-rata payment based on a start date of 1 April each year.
- 3.3 Membership entitles the business to all the benefits of the *scheme* but does not entitle members to claim any recommendation by North Lincolnshire Council.
- 3.4 A list containing member's names will be made available upon request to the public, or any other interested party. This information will also be

provided on the North Lincolnshire Council website, from *Consumer Direct* or from Trading Standards directly.

- 3.5 A member may leave the *scheme* at any time by giving notice in writing but must surrender their certificate and amend any advertising material to remove any reference to membership within 14 days of the date of notice.
- 3.6 Trading Standards reserves the right to refuse or revoke membership, if there is any evidence of non-compliance with the conditions of the scheme. The business has the right to appeal by following the *Appeals Procedure* if membership is revoked; the member but must surrender their certificate and amend any advertising material to remove any reference to membership within 7 days of the revocation.
- 3.7 The Motor Trade Partnership Terms and Conditions are in addition to the member's *criminal law responsibilities* and *civil law responsibilities* as enforced and advised upon by Trading Standards. Membership will be revoked if there is any evidence of non-compliance with the *statutory responsibilities* or failure to observe and respond to their *civil law responsibilities*. The business has the right to appeal by following the *Appeals Procedure* if membership is revoked.

#### **4 Trading Standards Commitment**

- 4.1 Members will be awarded an annual certificate.
- 4.2 Members may use the *scheme* logo on:
  - 4.2.1 Business documentation
  - 4.2.2 Short-term promotional advertising material (NOT Yellow Pages or annually produced advertising material)
  - 4.2.3 Vehicles
  - 4.2.4 Premise signage
  - 4.2.5 Websites
- 4.3 Members will be continually monitored by means of risk assessed annual or bi-annual *audits*.
- 4.4 Trading Standards will provide information and advice on any relevant legislative changes.
- 4.5 General advice will be given upon request and confirmed in writing if required.
- 4.6 Regular *scheme* meetings will be held. (A minimum of 4 meetings per year)

- 4.7 The *Home Authority Principle* will be followed where members request specific advice on legislation.
- 4.8 The *scheme* will be promoted wherever possible and where funds allow. Approval of the membership will be sought where the production of marketing or advertising material costs in excess of £100.

## **5 Member Commitment**

- 5.1 The member or applicant will provide Trading Standards with full details of:
  - 5.1.1 Legal ownership of the business
  - 5.1.2 All trading addresses
  - 5.1.3 Telephone/Email contact details
  - 5.1.4 Any linked businesses
  - 5.1.5 A *Complaints contact*
  - 5.1.6 Management structure
- 5.2 The member must inform the Trading Standards of any *significant changes* within 14 days of the change.
- 5.3 Management controls must ensure that all employees are made fully aware of *scheme* details and their obligations.
- 5.4 The *Customer Complaints Procedure* must be adhered to.
- 5.5 The member must conform to all the additional conditions set out for the relevant membership categories.
- 5.6 Members must attend at least one members meeting per year

## **6 Customer Complaints Procedure**

- 6.1 Members must have an effective *Customer Complaints Procedure*, understood and implemented by all employees.
- 6.2 Any consumer complaint will be dealt with in a prompt, effective and courteous manner in accordance with good business practice.
- 6.3 Members must nominate one person to have overall responsibility for customer complaints. They are referred to as the *Complaints Contact*.
- 6.4 Details of the *Complaints Contact* will be displayed on the premises, on the Motor Trade Partnership website and be given to consumers upon request.

- 6.5 Where a complaint from a consumer has been received by the Trading Standards or via *Consumer Direct*, the consumer will initially be referred back to the *Complaints Contact* at the business, to resolve the problem.
- 6.6 Complaints, which, in the opinion of the Trading Standards, involve an allegation of a criminal offence, will be investigated in accordance with the enforcement policies of the service, irrespective of membership of the *scheme*.
- 6.7 If it is not possible to resolve a customer complaint or agree on a resolution or course of action to resolve a complaint, within 14 days of the *Complaints Contact* being contacted, the customer will be given a written explanation of the events so far, including any offers of redress and with the customer's permission a copy of the explanation will be given to Trading Standards.
- 6.8 The resolution, or course of action, which has been agreed, must be carried out within 28 days of the agreement.
- 6.9 Members will co-operate, acknowledge and comply with advice given by the Trading Standards. Written instructions will be made to businesses who fail to respond to verbal advice.
- 6.10 If the member is part of any other trade association or under the controls of any other Agency, which has its own code of practice or conditions, the member must adopt the highest level of business standards should the code or conditions differ.
- 6.11 If the complaint remains unresolved by following the *Customer Complaints Procedure*, the *Dispute Resolution Procedure* may be followed.
- 6.12 A record of all customer complaints must be kept for a minimum of 12 months from the conclusion of the complaint. Such records must be available for inspection by Trading Standards.
- 6.13 Nothing in this scheme shall preclude either party from seeking redress through legal action in the civil courts.

## **7 Trading Practices**

- 7.1 Advertising any form or format must be:
- 7.1.1 Legal
  - 7.1.2 Decent
  - 7.1.3 Honest
  - 7.1.4 Truthful
  - 7.1.5 Inclusive of VAT

- 7.2 All offers or special deals must be available as described
- 7.3 All written contracts or invoices must be:
  - 7.3.1 Fully itemised, separating parts used and labour charged if applicable
  - 7.3.2 Inclusive of VAT
  - 7.3.3 Agreed and signed by both parties
  - 7.3.4 Copied to the customer
- 7.4 It is the responsibility of the member to ensure that all sales materials and brochures on display are current and accurate.
- 7.5 Members must make customers aware of their rights and obligations relating to their particular method of payment.
- 7.6 Members must make customers aware of any additional fees which may be payable. e.g. credit cards
- 7.7 Members must ensure that any *vulnerable consumers* are afforded the necessary assistance during all aspects of the transaction.

## **8 Category A - New Vehicle Sales**

- 8.1 If a member is registered as a new vehicle seller under category A, the following additional conditions apply:
  - 8.1.1 Any customer shall be made fully aware of the price details of both the new vehicle and any part exchange allowance.
  - 8.1.2 All information or documents relating to the history, status or condition of the vehicle, should be made available to any potential purchaser.
  - 8.1.3 Any vehicle for sale shall be available for a test drive or an equivalent demonstration model shall be made available at no cost to the customer.
  - 8.1.4 Service books must only be replaced where proof of vehicle ownership is provided. The member, prior to handing it to the customer, must complete the specific vehicle details in the service book.

## **9 Category B - Used Vehicle Sales**

9.1 If a member is registered as a used vehicle seller under category B, the following additional conditions apply:

9.1.1 MOT certificates supplied with a used vehicle must be valid for a minimum of six months.

9.1.2 Any customer shall be made fully aware of the price details of both the replacement vehicle and any part exchange allowance.

9.1.3 All information or documents relating to the history, status or condition of the vehicle, should be made available to any potential purchaser.

9.1.4 Any vehicle for sale shall be available for a test drive at no cost to the customer.

## **10 Category C - Repairs (including bodywork) and servicing**

10.1 If a member is registered as a vehicle repairer, offering vehicle servicing or a body shop under category C, the following additional conditions apply:

10.1.1 No servicing or repair work will be carried out on a customer's vehicle without the customer's express permission.

10.1.2 An estimate for the cost of repairs or servicing including VAT at the current rate will be given prior to the commencement of any work.

10.1.3 Should further work be required in addition to the original estimate, the customer's permission must be obtained prior to commencement of the extra work.

10.1.4 The customer's vehicle will be treated with adequate care and protective covers used as appropriate.

10.1.5 Parts replaced during the service or repair will be made available for return to the customer where practicable.

10.1.6 Used or reconditioned parts will not be used unless agreed with the customer prior to commencement of the work.

## **11 Category D - Sale and Fitting of Parts and Accessories (including tyres)**

11.1 If a member is registered for the sale and fitting of parts and tyres under category D, the following additional conditions apply:

- 11.1.1 Used or reconditioned parts will not be used, unless agreed with the customer prior to commencement of the work.

## **12 Fees**

- 12.1 The appropriate *annual fee* will be paid on 1 April each year to North Lincolnshire Council.
- 12.2 Pro-rata payments may be made if members join other than in April.
- 12.3 No rebates will be given on surrendered or revoked membership.
- 12.4 If no fee is received after 3 months, membership will cease.
- 12.5 The fees will be reviewed on an annual basis.
- 12.6 No discounts for multiple memberships will be given.

## **13 Dispute Resolution Procedure**

- 13.1 Subject to the right of appeal, any decision arising from this procedure is binding upon members.
- 13.2 Any decision arising from this procedure is NOT binding upon consumers.
- 13.3 Nothing in the *Dispute Resolution Procedure* will preclude the consumer from seeking redress through legal action in the civil courts.
- 13.4 Having regard to the principles of impartiality, Trading Standards will consider all evidence from both parties that is considered to be relevant to the complaint. In doing so, the service may:
  - 13.4.1 Arrange for an independent expert inspection.
  - 13.4.2 Request that either party provide additional information as is deemed necessary.
  - 13.4.3 Hold discussions with the parties, separately or together.
- 13.5 Where there remains disagreement between the parties, the Trading Standards will make a recommendation.
- 13.6 Written details of the recommendation will be provided to both parties within 7 days.
- 13.7 The recommendation will be binding on the member.
- 13.8 If the member does not agree with the recommendation, they may invoke the *External Arbitration Procedure*.

13.9 If the consumer does not agree with the recommendation, they will be directed to the services of the civil courts.

13.9 Full details of the complaint will be recorded by the member and the Trading Standards and retained for no less than 12 months from the conclusion of the complaint.

#### **14 External Arbitration Procedure**

14.1 If the member does not agree with the recommendation of the *Dispute Resolution Procedure*, they may invoke the *External Arbitration Procedure*.

14.2 An Arbitration Panel will be formed consisting of

14.2.1 Head of North Lincolnshire Council Trading Standards

14.2.2 Chairman of the North Lincolnshire Council Motor Trade Partnership or a member of its steering group

14.2.3 At least one member drawn from partnerships within the Yorkshire & Humberside Trading Standards Group region

14.2 The Arbitration Panel will meet and review the original recommendation and discuss the issues raised by the member.

14.3 The Arbitration Panel will make a final decision, which will be binding on the member.

14.4 If the member fails to comply with the recommendation, they will be removed from the *scheme*. Full support will be given to the consumer in pursuing the objective of the recommendation through the civil courts.

#### **15 Appeals Procedure**

15.1 Members may appeal against a decision by the Trading Standards to revoke their membership of the scheme.

15.2 The appeal must be in writing.

15.3 The appeal must be made to the Head of Trading Standards who will review and report upon his/her findings to the member.

15.4 If the appeal is relating to the conduct of the Trading Standards and if the member remains unsatisfied, the North Lincolnshire Council Complaints Procedure may be invoked. The member will be informed in writing of this procedure.

## **16 Definitions**

### **16.1 'Annual Fee'**

From 1 April 2007 the fee is £125 + VAT.

### **16.2 'Audit'**

A visit at a predetermined date and time to a members premises by a Trading Standards representative in order to ascertain compliance with the *scheme* terms and conditions and that complaint levels are within acceptable limits.

### **16.3 'Civil Law Responsibilities'**

All civil legislation advised upon by Trading Standards and Consumer Direct.

### **16.4 'Criminal Law Responsibilities'**

All criminal legislation enforced by Trading Standards and other relevant agencies.

### **16.5 'Consumer Direct'**

A government funded nationwide consumer advice contact centre.

### **16.6 'Home Authority Principle'**

A protocol for multi outlet businesses. In essence Trading Standards in the area of the head office of the business provide a single point of contact for advice on Trading Standards issues.

### **16.7 'Late Payment Fee'**

From 1 April 2007 the fee is £10 + VAT per month or part thereof.

### **16.8 'Motor Dealer'**

A trader whose business is in car sales, repairs or anything ancillary to the motor trade.

### **16.9 'North Lincolnshire'**

The administrative area of North Lincolnshire Council.

### **16.10 'Notifiable Changes'**

Any changes made by the member to the complaints contact, owners of the business and addresses.

### **16.11 'Scheme'**

North Lincolnshire Council's Motor Trade Partnership.

### **16.12 'Vulnerable Consumer'**

A person who may suffer detriment arising from, their attributes or circumstances or the nature of the transaction