

**THE TRUST MY GARAGE**

**CODE OF PRACTICE FOR SERVICE & REPAIR**

## CONTENTS

1 Summary	3
2.0 Advertising & Marketing	7
3.0 Booking & Pre-Service	8
4.0 Completing the Services	11
5.0 Invoicing, Billing & Payment	13
6.0 Competence	14
7.0 Complaints & Compliance with this Code	16
Appendix 1 – Definitions & Legislation	20
Appendix 2 – Complaints Procedure	23
Appendix 3 – Disciplinary Procedure	27
Appendix 4 – Further Information	28

## 1 Summary

1.1 The Trust My Garage (“TMG”) Code of Practice (“the Code”) is administered by Retail Motor Industry Standards & Certification (RMISC) and sets out the obligations that members of the TMG Code (“Members”) have to their Customers (as defined in Appendix 1).

1.2 The Code was first established in 1976 as the IGA Code of Practice and has been revised and improved over the years to include changes to legislation and best practice for both Members and Customers including the introduction of the Trust My Garage consumer reassurance scheme (TMG).

This Code embodies and enhances principles that have been observed by the majority of the retail motor industry for many years and now codifies them as the TMG Code of Practice

1.3 The Code details TMG Members’ commitments to the Customer in the provision of service, warranty and repair of Vehicles (as defined in Appendix 1) in a number of areas including:

- (i) Advertising
- (ii) Booking in of Work
- (iii) Completion of Work and other pre-service issues
- (iv) Invoicing, billing and payment
- (v) Competence
- (vi) Complaints and compliance

1.4 In addition to complying with all applicable laws and regulations as they apply to Customers (including, but not limited to, those laws and regulations relating to the sale of goods, supply of services, unfair contract terms, trade descriptions and consumer protection generally), Members are obliged to adopt the Code in its entirety and ensure that all their staff are fully aware of their roles and responsibilities under the Code. Members must ensure that their staff comply with the spirit as well as the letter of this Code.

1.5 Membership of TMG demonstrates the desire for Members to operate responsibly and to deal with Customers fairly, courteously and in accordance with good industry practice. This includes the Member not engaging in high pressure selling, providing sensitive treatment for Vulnerable Customers (as defined in Appendix 1) and providing full written information to Customers on request. Members must also provide Customers with clear and accurate information on the availability and price of services and goods, routine servicing and all warranties and guarantees. Customers have the confidence of knowing that any complaint they have in respect of a Member or Work done or not done by a Member will be handled speedily and cost effectively by that Member, the Code Sponsor or the Alternate Dispute Resolution provider in accordance with the Complaint Process set out in this Code.

1.6 On its application for membership of TMG, a potential member self-certifies that they have achieved and will continue to achieve the requisite criteria for TMG membership as set out by RMISC from time to time and comply with the Code. This is supported by a TMG audit carried out at the point of recruitment. The Member is also responsible for conducting its own regular internal checks to ensure that it complies with the Code criteria throughout its period of membership. RMISC are entitled, but not obliged, to conduct checks and audits on any Code Members to ensure that they comply with the Code

1.7 The Code does not qualify, or restrict a Customer's rights under the law in any way whatsoever but rather it increases consumer protection.

1.8 Words and phrases that are used as defined terms in this Code are more fully explained in Part 1 of Appendix 1 to this Code. Relevant legislation is listed in part 2 of Appendix 1

#### **1.9 Advertising and Marketing.**

All communications by Members relating to their Services will be honest, accurate and simple. Advertising will be clear, honest, non-misleading, legally and ethically compliant. The price shown in any advertising materials in respect of Work will be the price paid for that Work and any and all guarantees and warranties will be fully explained.

#### **1.10 Booking & Pre-Service.**

All Work will be booked in at a mutually acceptable time with quotations agreed with and/or estimated prices accepted by the Customer before commencing any Work. When booking in your Vehicle you will be given clear, non-technical advice on the proposed Work with the Work being done at a mutually acceptable time and date. No Work will be undertaken or parts fitted that you have not previously agreed to (including additional Work required which becomes apparent during the service or repair). High pressure sales techniques will not be used and no non-essential Work will be recommended or carried out to all customers including vulnerable ones. Your quotation, estimate or invoice will be fully inclusive of labour, parts, other charges and VAT with methods of payment clearly displayed. Where a manufacturer's warranty is to be relied upon, our Member will seek authorisation from the relevant manufacturer prior to carrying out the Work.

#### **1.11 Completing the Services.**

All Work carried out by our Members will be completed to a high standard. Original equipment or matching quality parts will be used at all times unless otherwise discussed and agreed in advance. Our Members will do all they can to ensure these parts are in stock or available before Work is commenced. The Work will be completed within the agreed timescale, allowing for additional Work identified and agreed during the completion of the service or repair. In the event additional Work is not agreed our Member will reassemble the Vehicle at the original agreed price. Where subcontractors are used our Member is responsible for ensuring that they are competent and able to complete the Work within the agreed timescale and costs and our Member will retain responsibility for the quality of this work at all times. Any Member or manufacturer's guarantee will be in addition to your statutory rights with any terms and conditions including mileage or time being fully explained to you in a non-technical manner. Our members will ensure that all customers including vulnerable ones are not exploited by being made to pay for work they have not previously agreed to.

#### **1.12 Invoicing, Billing & Payment.**

The final invoice issued to a Customer by our Member will reflect the price that was agreed with that Customer. Our Members' final invoice will clearly list all Work that has been done and include a breakdown of parts, labour, any additional charges and VAT. Where a quotation has been provided, the amount of the final invoice will reflect the amount of the quotation. Where an estimate has been used an explanation of any differences will be made using non-technical language. Our members will not charge you for Work not completed or parts not supplied.

#### **1.13 Competence.**

Members' staff are suitably qualified /experienced and all Work carried out is in line with good industry practice. Our Members' staff, workers and contractors will be technically qualified, trained in the service, warranty and repair of Vehicles and in the terms and requirements of this Code. They

will be provided with access to the appropriate equipment, facilities and technical data and time to complete the work to a high standard. Apprentices and trainees will be supervised and their work checked by a qualified technician. Our Members will have development plans in place for each of their employees to address any identified training needs and these will be approved by RMISC or an appropriate training body. Members will always treat you and your property with respect and care.

#### **1.14 Complaints & Compliance.**

All complaints will be handled swiftly and effectively using the Complaint Process set out in this Code. If you have a complaint in relation to a Member or any Work carried out, or not carried out, by that Member, there is a defined Complaint Process (which is set out in Appendix 2) for you to use. If you are unable to resolve your complaint to your satisfaction directly with a Member, you have the option to invoke further stages of the Complaint Process, being a Code Sponsor Stage and, if required, an Alternative Dispute Resolution Stage.

#### **1.15 Alternative Formats.**

Information will be made available to individual consumers on request in alternative formats as appropriate (other languages, Braille, audio)

## **2.0 Advertising & Marketing**

All communications by Members relating to their Services will be honest, accurate and simple.

### **2.1 What this commitment means in practice is that:**

(a) None of our Members' advertisements, marketing materials or publications will contain information likely to mislead you or be confusing.

(b) Our Members' advertisements, including all comparative advertising, marketing materials, and other publications, will always comply with relevant legal and regulatory requirements such as those listed in Part 2 of Appendix 1.

(c) Our Members' advertising, marketing materials and other publications will never include references to warranties or guarantees that would diminish or appear to diminish the rights given to you by law and these materials will not use the terms "guarantee" or "warranty" unless the full terms of the warranty or guarantee and the associated remedial action are either:

- (i) clearly set out within the advertisement; or
- (ii) readily available to you in writing before you commit to any Work.

(d) If any Member breaches any legislation, code (including this Code), regulation or ruling applicable to advertising and marketing they will be in breach of the Code and, in addition to any sanctions otherwise available at law, be open to disciplinary action and consequences in accordance with this Code and the terms of their membership.

### **2.2 What can you do?:**

(a) Make sure that you read all advertisements and marketing materials carefully and in full.

(b) If you think that the content of any advertisements or marketing materials is unclear, or if you do not understand them in any way, make sure that you ask the Member what it means, seek further information and fully understand it before you commit to the Work.

(c) If you are using a Member's Services based on their advertising and marketing, check with them before the Services commence that you have the latest price.

### **3.0 Booking & Pre-Service**

All Work will be booked in at a mutually acceptable time with quotations and estimated prices agreed with the Customer before commencing any work.

#### **3.1 What this commitment means in practice is that:**

(a) A mutually acceptable date and time for the Work to be completed will be agreed with you at the time you make the booking.

(b) During the booking process, you will be provided with clear non-technical advice on the Work, any warranty implications arising from the Work being done, the likely time required to complete the Work and the quoted or estimated costs.

(c) All acceptable methods of payments will be made known to you on booking and these will also be clearly and prominently displayed. You will be advised of any methods of payment that are not accepted by the relevant Member.

(d) Our Members may ask you to sign a job card or equivalent clearly showing the agreed Work to be completed and charged for. Any additional identified and subsequently agreed Work will also be noted on the job card or equivalent.

(e) Our Members will discuss, and agree with you, the parts to be used prior to commencement of any Work and, if requested by you, our Members will detail in writing the scope of the Work and all costs including the parts, labour, other charges and VAT.

(f) Our Members will, prior to commencing any Work, provide you with either a quotation or an estimate for the Work to be delivered by them. As is common industry practice, we would expect a member to provide a quotation for a service, but an estimate will be more likely for repair work. Where fixed (menu) prices servicing is available, options should be publicly displayed with exceptions clearly identified. Pricing for more complex repair work should clearly identify whether it is an estimate or a quotation. All pricing will include VAT.

(g) When our Members provide you with a quotation, it will be clearly identified as such and it will be agreed with you in writing before any Work is carried out. The quotation will be a fixed price to complete the Work and will be inclusive of parts, labour and other costs (including VAT where appropriate).

(h) When our Members provide you with an estimate, it will be clearly identified as such and it will be accepted by you in writing before any Work is carried out. Estimates are only a general guide as to likely costs of the Work required as is apparent at the time of providing the estimate and they

may therefore go up, down or remain the same. The estimate will be inclusive of parts, labour and other costs (including VAT where appropriate).

(i) Where the Work required to be done is of a substantial nature, a deposit may be required from you; the amount of the deposit and method of payment will be agreed with you before our Members begin any Work. In the event that our Members begin the Work and/or start incurring costs and you decide not to go ahead with the Work or break your agreement with the Member, this deposit will be non-refundable. In the event that the Member has not begun the Work or incurred any costs, or if our Member decides it cannot go ahead with the Work or it breaks the agreement with you, this deposit will be refunded to you. Unless otherwise agreed with you, the amount of any deposit you pay to our Members will be offset against the final invoice on completion of the Work.

(j) Where fault, diagnostic or exploratory Work is either required or chargeable, our Members will fully explain to you in non technical language what is required, why it is required and what it will cost. Our Members will fully explain their cancellation policy to allow you to cancel the Work on your Vehicle in accordance with that cancellation policy, which will never limit or detract from your legal rights of cancellation. You should be aware that you will, in certain circumstances, be liable to pay for any parts or labour costs incurred before you cancel the repair and service of your Vehicle, but these will be clearly explained to you and the amount will only be up to the limit of the cost incurred up to this stage by the member.

(k) If there are any third party warranties applicable to your Vehicle, our Members will obtain permission and authorisation from the third party warranty provider prior to starting any repairs covered by the warranty. However, this is dependent on you informing the Member at the time of booking (or as soon as possible thereafter and always before the Member commences the Work) that there is such a warranty and what the applicable procedure and paperwork is for claiming against the warranty.

(l) You will not be subjected to high pressure selling techniques, including any that are used to attempt to persuade you to book or complete any non-essential Work. You will however be advised of Work which, in the opinion of a technically competent person is required, and our Members will also advise you of any changes to anticipated timescales and costs. Vulnerable customers will not be intimidated into agreeing to have work carried out without their express approval. In order to ensure the protection of customers deemed vulnerable (as per definition in Appendix 1), code members may need to spend more time or effort in providing the service.

(m) If it becomes apparent while providing the Services that you require additional Work to be done, our Members will contact you as soon as possible to explain the reasons why and to provide you with clear advice on:

- (i) the extra time, if any, that will be required to complete this additional Work  
and
- (ii) an estimate of the costs of completing this additional Work.

Under no circumstances will our Members commence this additional Work before they agree with you the scope of the additional Work, timescales and costs involved. You may of course decline such Work and our Members will make you aware of any consequences that may arise from you not having this additional Work done. Once it becomes clear that your agreement will be required for additional work, our members will work with the utmost urgency to contact you in order to obtain your agreement to any additional costs and a revised schedule

### **3.2 What can you do?:**

(a) Make sure you understand what Work needs to be done to your Vehicle and what may happen if the Work is not done. If you are not sure, or need more information, make sure you ask our Member before the Work commences.

(b) Make sure you know what the price is for the Work (whether this be in the form of an estimate or quotation) and when your Vehicle will be ready for collection.

(c) Make sure that our Members have contact details from you, and times when you are available, so they can get in touch with you if needed while the Work is being done.

(d) Make sure you tell the Member if your Vehicle has any special needs relating to the Work. If you do not do this, you may find that additional Work is required, which could be time consuming and result in increased costs for you.

(e) Our Members need to know whether the Work on your Vehicle may be covered by an existing warranty or guarantee so make sure that, prior to any Work being done, you tell the Member about this, and what the relevant authorisation procedure is.

(f) Check that the specification and service requirements of your Vehicle match that being booked.

(g) If it turns out that additional Work is required to your Vehicle, make sure you understand the scope of this Work, including timescales and any additional charges. If you are unsure, ask the relevant Member for more details.

## **4.0 Completing the Services**

All Work agreed by our Members and Customers will be completed to a high standard.

### **4.1 What this commitment means in practice is that:**

(a) When you book Work more than 2 days in advance, our Members will do all they reasonably can to make sure they have all the appropriate parts in stock to do the Work that you agreed at the time of booking. If all the required parts are not readily available, our Members will contact you prior to the date when the Work is due to be done to offer an alternative date when the Member should have the parts in stock. At the time of making this alternative booking, you may exercise your right to cancel the booking and be refunded any deposit you have paid subject to any costs incurred or as previously advised.

(b) If our Members identify additional Work as a consequence of dismantling your Vehicle you will not be compelled to have this Work done. Our Members will, however, offer to reassemble your Vehicle within the original price quote or estimate. Our Members will make you fully aware of any consequences (including any operational and/or safety risks) that may arise from you not having this Work done to enable you to make an informed choice whether or not to have the Work done. Our members will ensure that vulnerable customers will be provided with any extra information they require to ensure they are not making any decisions with incomplete data.



(c) In addition to your consumer right for our Members to provide Services with reasonable skill and care, our Members will also endeavour to carry out all agreed Work within the agreed timescales. If, while providing the Services, it becomes apparent that the Work is likely to take longer than our Members agreed with you, our Members will contact you as soon as possible to agree with you a new timescale for completion of the Work. The work will only continue once the customer has agreed the new timescale with an option in place to cancel any further work. If this is the case the customer will only be charged up to the costs incurred up to this stage by the member.

(d) Our Members will use up to date technical information, techniques and tooling when providing the Services to you.

(e) If any of our Members make use of subcontractors in providing Services to you, they will ensure that the relevant subcontractor carries out the Services in accordance with the requirements of this Code. The Member will always remain ultimately responsible for any Work that they get a subcontractor to provide and for any noncompliance with the terms of this Code. Our Members will never use subcontractors unless these subcontractors have the appropriate level of competence, training or equipment to carry out such Work.

(f) If our Members are servicing a Vehicle which is covered by a New Vehicle Warranty, our Members recommend performing this servicing in accordance with the manufacturer's specification and schedule. Our Members will provide you with all the appropriate documentation in relation to all services carried out under a New Vehicle Warranty unless you specifically agree otherwise in writing with the relevant Member.

(g) If a manufacturer's guarantee attaches to any parts our Members use while providing you with the Services, this guarantee will be in addition to your statutory consumer rights and our Members will inform you:

- (i) if there is a guarantee available;
- (ii) whether this guarantee is optional;
- (iii) if any cost is associated with this guarantee; and
- (iii) who is offering this guarantee?

Our Members will clearly explain to you how you can claim against any manufacturer guarantee.

(h) Unless agreed otherwise with you, all parts that have been replaced as part of the provision of Services will be offered to you until the Vehicle is collected. Should you choose to take these parts away, you must have the ability to dispose of them in an acceptable and environmentally responsible way and our Members can assist you with options here. Our Members may not be able to offer removed parts to you if these parts are subject to a warranty claim or have to be submitted to the ultimate supplier of the replacement parts because the replacement parts are being provided on an exchange basis.

(i) On completion of the Work, and as part of the return handover of the vehicle, the Member will by means of an embossed or otherwise inked rubber stamp, mark the Customers service and warranty book as appropriate. This mark will show, at a minimum, the name of the repairing Member, their address and the mileage of the vehicle at the time the Work was completed.

## 4.2 What can you do?:

(a) If you have any questions about the Work completed by one of our Members, let them know as soon as possible and they will endeavour to respond to you as promptly and as effectively as possible. If you identify any particular issues with the Work done, the Member will investigate these issues and, wherever possible and appropriate, rectify the issues. If you are still unhappy after the member investigates, report any issues to us and we will ensure it is thoroughly investigated, independently of the member. We will investigate all relevant disagreements, including any on behalf of vulnerable customers.

(b) If your Vehicle has the benefit of a manufacturer's warranty, let the Member know as soon as possible as there may be criteria that the Member will have to comply with when providing the Services in order for you and your Vehicle to continue to benefit from that manufacturer's warranty.

(c) Decide whether or not you wish the Vehicle to be serviced in accordance with the Vehicle manufacturer's requirements and be aware of the consequences if you do not. If you are not sure whether or not you want your Vehicle to be serviced in accordance with the manufacturer's requirements, ask the relevant Member as they will be able to assist by providing you with relevant information to make a considered and informed decision.

(d) Understand the rules and procedures around warranties, including that:

- (i) It is not a requirement of the code for members to offer alternatives for service and repair parts. Where a customer is offered a choice of "genuine" (OE), "matching quality" or "pattern" parts, the implications in respect of vehicle warranty, expected service life and price should be explained to the customer
- (ii) it will be the parts manufacturer that is providing you with a warranty for original parts or parts of matching quality, unless these parts are actually provided by the Vehicle manufacturer; and
- (iii) you and our Members must follow all terms relating to parts in any Extended Warranty in order for that warranty to remain valid.

If you are not sure of anything, including warranties and how they will have an impact on the Services being provided to you by our Members, make sure you ask.

## 5.0 Invoicing, Billing & Payment

The final invoice issued by our Member will reflect the price discussed with the Customer.

5.1 What this commitment means in practice is that:

(a) Quotations will be a fixed price to complete the Work described at the time of booking and will be inclusive of parts, labour and other costs (including VAT where appropriate).

(b) Estimates will be a general guide as to likely costs of the Work required and stated at the time of booking and they may therefore change. The estimate will be inclusive of parts, labour and other costs (including VAT where appropriate).

(c) Our Members' final invoices will be clear and provide a breakdown of Work done (including parts, labour and VAT), as well as clearly identifying any additional charges (such as any charges for disposal) or additional identified and agreed Work.

(d) Our Members will never invoice you for Work not completed or parts not supplied. Neither will attempt to make you agree to extra work using any form of high pressure selling techniques.

## 5.2 What can you do?:

(a) Check that the final invoice details the Work that you agreed with the Member would be carried out.

(b) Check that the price on the final invoice, if you have been provided with a quotation, exactly reflects the quotation you were given at the time of original booking. If you were provided with an estimate, make sure that you are happy with the final invoice, and if you are unclear on anything ask the Member for further information.

(c) If you have been provided with a Vehicle service, make sure that the Member provides you with all documentation relating to this service as you will need it to form part of your Vehicle's service history, which may be needed for any future warranty claim you may have.

## 6.0 Competence

All Members' staff, workers and contractors are suitably qualified and experienced or supervised and all Work carried out is in line with good industry practice.

### 6.1 What this commitment means in practice is that:

(a) All staff (other than apprentices/trainees who will be properly supervised) will be technically qualified by virtue of appropriate training and/or experience. In addition, Members will have established a training needs analysis with their staff to encompass appropriate new products and technologies.

(b) Training plans for our Members' staff will meet industry requirements and will be approved by RMISC if appropriate.

(c) All staff will be trained in and will abide by this Code (as amended from time to time). They will comply with all legislation and regulations in the provision of Services and will be professional and polite and at all times, treating you and your property with respect and care.

(d) Where apprentices or trainees are employed they will at all times be supervised by a technically qualified and competent member of staff while they are working.

(e) Any Work completed by an apprentice or trainee will be checked by a technically qualified and competent member of staff to ensure it has been correctly completed.

(f) Our Members will make sure that all staff have access to all appropriate equipment, facilities and technical data and time to ensure that all Work is completed to a high standard and in a timely manner.

(g) Our Members' staff will always try to ensure that they explain things clearly to you. They will avoid the use of technical jargon or terminology wherever possible – if you do not understand anything or if you think anything being explained is overly technical or unclear, you should ask and staff will do all they can to clarify things for you.

(h) To ensure that technical quality and competence of technicians is fully maintained, the following will apply:

- (i) Members shall ensure that random test samples of work are carried out, to a minimum 5% of workshop throughput. Such tests will be carried out by other competent technicians employed by the Member who, where possible, are not associated with the initial repair or service. Members shall maintain records of this for inspection; and
- (ii) a random number of Members will be subjected to a "mystery shopping" exercise, the contents of which will be agreed by RMISC. Full records of this exercise will be maintained RMISC and made available to both Members and appropriate inspection bodies.

6.2 What can you do?:

(a) Try to give our Members' staff clear instructions (but where staff require more information, it will be for them to make sure they ask you) and do question staff if you do not understand anything.

(b) If you are concerned that any staff may not be appropriately qualified and skilled, ask for the manager and he/she will be happy to discuss matters with you.

(c) If you remain uncertain about anything, ask for more information.

## **7.0 Complaints & Compliance with this Code**

All complaints will be handled swiftly and effectively using the procedure set out in this Code.

7.1 What this commitment means in practice is that:

(a) Our Members shall provide you with full details of the Complaint Process on request. A copy appears at Appendix 2 of this Code and is also available on request from RMISC.

(b) Our Members will co-operate with you and RMISC in the implementation of the Complaint Process and will take effective and immediate action in order to ensure that you receive a just and prompt settlement of any complaint you have relevant to Work provided or not provided by that Member.

(c) The Complaint Process is more specifically set out in Appendix 2 of this Code, but by way of summary it is a three stage process comprising:

- (i) the Initial Complaint Stage;
- (ii) the Code Sponsor Stage; and
- (iii) the Alternative Dispute Resolution Stage.

Where a Member has failed to resolve your complaint to your satisfaction through the Initial Complaint Stage you may invoke the Code Sponsor Stage.

(d) In the event that the Code Sponsor Stage does not resolve your complaint to your or a Member's satisfaction either of you may refer your complaint to the Alternative Dispute Resolution provider (National Conciliation Service)

(e) Our Members will maintain a contemporaneous written record and analysis of any and all complaints made to them regarding any provision of the Code.

(f) The National Conciliation Service will maintain a contemporaneous written record and analysis of any and all complaints referred to it by Customers or Members regarding any provision of the Code.

(g) Please be aware that nothing in the Complaint Process detracts from your legal rights.

(h) In the event that you take your complaint to a local consumer advisor or other intermediary, Members will cooperate fully with these organisations in the same way as any complaint laid before them in accordance with the laid down complaints procedure. This includes complaints brought on behalf of vulnerable customers by third parties, who were not involved at any part of the process being looked into.

# Appendix 1

## 1 Definitions & Legislation

Alternative Dispute Resolution has the meaning given to it in paragraph (b) of part 3 of Appendix 2. Alternative Dispute Resolution Stage means the Alternative Dispute Resolution stage of the Complaint Process detailed in part 3 of Appendix 2.

Code has the meaning given to it in paragraph 1.1 on page 3.

Complaint Process means the procedure available to Customers to resolve complaints it has in connection with a Member or the Services provided or not provided by a Member that comprises of the Initial Complaint Stage, the Code Sponsor Stage and the Alternative Dispute Resolution Stage.

Code Sponsor Stage means the Code Sponsor stage of the Complaint Process detailed in part 2 of Appendix 2.

Customer means the owner or operator of any Vehicle (including Vulnerable Customers) (or any person authorised by them to deal with a Member on their behalf) who wishes to receive or purchases Services from a Member.

Diagnostic or Exploratory Work means Work carried out to determine the cause of a problem.

Extended Warranty means any warranty provided with a Vehicle that is not a new Vehicle or any warranty purchased after the New Vehicle Warranty has expired.

Independent Panel of Arbitrators means a panel of arbitrators available to the National Conciliation Service, all of whom are Fellow's of the Chartered Institute of Arbitrators.

Initial Complaint Stage means the initial complaint stage of the Complaint Process detailed in part 1 of Appendix 2.

Mediator means the mediator who reviews a complaint under the Code Sponsor Stage.

Member has the meaning given to it in paragraph 1.1 on page 3.

National Conciliation Service means the National Conciliation Service which is operated on an impartial basis by the RMI.

New Vehicle Warranty means the manufacturer's warranty for a new Vehicle plus any extensions provided free or at cost with the delivery of a new Vehicle.

Payment Period has the meaning given to it in paragraph 8.3(h) on page 21.

Services or Work means standard interval servicing and alternatives, general mechanical repairs, general fault finding and problem rectification and fault diagnostics.

TMG Customer Charter means the customer charter setting out the experience to be provided to Customers by TMG Members.

TMG Member means a Member who is a member of the Trust My Garage scheme operated by RMISC.

Vehicle means passenger cars, light commercial vehicles and motorcycles and their derivatives.

Vulnerable Customer means any Customer whose circumstances place them at any risk of making an incorrect or inappropriate decision or allows them to receive an inferior service or goods supply.

## **2 Legislation You Should be Aware Of**

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) Arbitration Act 1996

Business Protection from Misleading Marketing Regulations 2002

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

Consumer Protection from Unfair Trading Regulations 2008

Consumer Rights Act 2015

Data Protection Act 1998

Health & Safety at Work Act 1974

Misrepresentation Act 1967

Motor Vehicle Block Exemption Regulations (EC) 1400/2002

Ofcom Broadcasting Code (TV/ Radio Advertising)

Road Traffic Act 1988

Sale and Supply of Goods to Consumers Regulations 2002

Sale of Goods Act 1979

Supply of Goods and Services Act 1982

The Price Marking Order 2004

Unfair Contract Terms Act 1977

Unfair Terms in Consumer Contracts Regulations 1999

Price Marking Order 2004

## **Appendix 2**

### **Complaint Process**

Whilst Code Members have agreed to comply with the complaint resolution procedures set out in this Appendix 2 you are not required to accept this route of complaint resolution and you may pursue your legal rights direct with the Courts if you prefer.

#### **1. Initial Complaint Stage**

Any complaint from either you or your appointed representative should initially be brought verbally (whether in person or by telephone) or in writing to the Member, senior executive, director, partner or the nominated manager to see if the complaint can be resolved informally. This should be done at the earliest possible opportunity and must be done prior to the Customer seeking repairs to his Vehicle from an alternative garage. Any complaint lodged by telephone by you to a Member will be acknowledged by that Member's appropriate appointed representative within 72 hours. Any complaint lodged in writing to a Member will be acknowledged in writing within seven working days of receipt and a full response provided to you by the relevant Member within 14 working days of receipt.

#### **2. Code Sponsor Stage**

If you are not satisfied with the outcome of the Initial Complaint Stage you may contact RMISC, the code sponsor directly:

a) by telephone on 0845 305 4237; or

b) in writing to Retail Motor Industry Standards & Certification, Unit 19, Trident Park, Trident Way, Blackburn, BB1 3NU

If you contact RMISC in writing you will normally be contacted within seven working days of receipt of your written notification that you wish to invoke the Code Sponsor Stage. The Code Sponsor Stage is conducted by suitably qualified professionals who will make a recommendation based on verbal or written representations from you (or your authorised representative) and the relevant Member and, if necessary, documentary evidence in order to assess the merits of your complaint. With complex cases it may take some time to collect and evaluate the information in order to come to a satisfactory recommendation. In this event we will keep you fully informed as to the progress of your complaint by letter, email or any other appropriate medium.

#### **3. Alternative Dispute Resolution Stage**

If you are not satisfied with the outcome of the Sponsor Stage you may invoke the Alternative Dispute Resolution Stage by contacting National Conciliation Service. This is an entirely independent form of Alternative Dispute Resolution (ADR). The National Conciliation Service can be contacted:

a) by telephone on 01788 538317; or

b) in writing to The National Conciliation Service, Retail Motor Industry Federation, Unit 2-3 Allerton Road, Rugby, CV23 0PA



If you contact the National Conciliation Service in writing you will normally be contacted within seven working days of receipt of your written notification that you wish to invoke the Alternative Dispute Resolution stage. Notification that a party wishes to commence the Alternative Dispute Resolution Stage must be given to RMISC within 14 days of the recommendation of the Conciliation Stage being notified to each of you and our Member. The following will apply to the Alternative Dispute Resolution Stage:

(a) The complainant will be required to complete and sign an application for Alternative Dispute Resolution which will be forwarded by the administrator of the Independent Panel of Arbitrators to both parties. The fees, amounts to be paid by the complainant and the member, for the service will be as below.

Sum Claimed	Fee to Pay (inc VAT)
Up to £1000	£52.00
£1001 to £5000	£94.00
£5001 to £15000	£188.00
£15001 upwards	£376.00

At the time of the award, the arbitrator can instruct either party to pay the other's fee.

In order to keep the costs to as low an amount as possible, the scheme is run on a documents only basis. The Arbitrator will contact either party if he requires more information.

Where all the parties agree either at the commencement of or during the proceedings an attended hearing may exceptionally be arranged. This will be subject to the Arbitrator's agreement and directions as to procedure and in such cases all costs of the Arbitration will devolve upon the parties and will be settled in accordance with the Arbitrator's directions as contained in his award.'

We will also comply with the requirements of the ADR Directive as soon as it is transposed into UK law.

(b) The chairman of the Independent Panel of Arbitrators shall appoint a single arbitrator (the "Arbitrator") selected from the Independent Panel of Arbitrators and the Arbitrator will take every step possible to reach a speedy and fair judgement.

(c) To keep rechargeable costs to a minimum, arbitration will be based on written submissions and so neither party may attend nor can they send a representative to an arbitration hearing.

(d) RMISC commits to submit to the Arbitrator any and all paperwork in its possession relating to the case, but not the recommendation, or the reasons for the recommendation, given at the end of the Code Sponsor stage. This is to allow the process to start anew without influence from previous submissions.

(e) The administrator to the Independent Panel of Arbitrators will provide copies of all documentary evidence supplied on which the Arbitrator will base his/her judgement and will invite the parties to submit any further evidence it considers relevant.

(f) The Arbitrator has the power to direct any party to provide him/her and the other party with any additional documents or information that he/she considers to be relevant to or necessary to determine the matter under dispute.

(g) The award of the Arbitrator will be notified in writing to the parties and to RMISC.

(h) When the Arbitrator makes his/her award then he/she will determine whether or not the fee is refunded to the successful party.

(i) The award of the Arbitrator is binding on both parties and is enforceable in the Courts.

#### 4. Data Protection

For the purpose of monitoring and resolving complaints, and monitoring of compliance with the Code, Members will collect personal data from Customers and may pass this personal data to RMISC and its appointed representatives. The Members and RMISC commit that all personal data will be held and processed in accordance with the Data Protection Act 1998 and this personal data will never be passed to any third party for any purpose other than complaint investigation resolution.

## Appendix 3

### Monitoring and Disciplinary Procedure

(a) Members are obliged to fully cooperate and comply with the RMISC Code Sponsor Stage of complaint investigation as well as the Arbitration procedure handled by the National Conciliation Service as a form of Alternative Dispute Resolution (ADR). They must also cooperate and comply with the monitoring, disciplinary and compliance arrangements detailed within this section of the code

(b) As subscribers to the Code, Members must ensure by the clear display of appropriate logos, pamphlets or other means as determined by RMISC that consumers are informed of Members' adherence to the Code and basic details of the code. Copies of the full code shall be made available to consumers on request.

(c) RMISC shall ensure Members' compliance with the Code by implementing an effective compliance regime as determined from time to time by RMISC. The compliance regime shall, for example, contain elements such as periodic visits to Members' premises, mystery shopping exercises, analysis of consumer complaints and consumer survey programmes.

(d) Incidences of minor non-compliance will prompt appropriate advice. More serious incidences will result in a written warning detailing what corrective action must be taken and by when. If appropriate, such serious incidences shall also result in a follow up compliance visit or mystery shop, the cost of which shall be borne by the member. A very serious breach or persistent minor breaches of the Code will result in a member being called before a Disciplinary Committee which may, if it sees fit, expel the Member from participation in the Code. The member has the right to be accompanied and/or represented at the hearing. There is no right of appeal. In the event of expulsion, the Member may not re-apply for membership before two years has elapsed and the cause of the expulsion been properly addressed.

(e) The Disciplinary Committee shall be made up of members of the IGA Executive. The Committee shall consist of 3 members of the Executive who are normally made up of industry experts. The Executive shall be notified of a disciplinary case that requires to be referred to the disciplinary stage. The Chairman of the Executive shall choose 3 members from those that put themselves forward and they will be sent all the documentation, electronic or hard copy about the case. A mutually convenient date shall be arranged, with a time limit of a maximum of 28 days, whereby the Member shall come before the Committee and the case shall be discussed.

Following the Disciplinary Meeting, the Committee shall make a decision within 14 days and the sanctions will be imposed as per Appendix 3 f of the Code. The decision should preferably be made unanimously, but a 2-1 decision is acceptable. Any sanctions made against the Member will be displayed on the TMG website for potential customers to read

(f) Members must maintain a record of consumer complaints relating to any of the provisions of the code and must take action based on this information to improve their service to consumers. Complaint records must be kept on file for a minimum of 12 months after resolution and made available to the RMISC on request.

(g) RMISC will analyse the consumer complaints received under the Code and matters referred to them as the Code Sponsor or Alternative Dispute Resolution.

(h) In the event that a Member is prosecuted or becomes aware of the likelihood that it will be prosecuted as a result of a matter connected with its business activities, the Member must immediately notify RMISC and provide relevant details.

## Appendix 4

### Further Information:

- Retail Motor Industry Federation [www.rmif.co.uk](http://www.rmif.co.uk)
- Trust My Garage [www.TrustMyGarage.co.uk](http://www.TrustMyGarage.co.uk)

### Enquires or complaints

- Main Customer Helpline 01788 538317 Email: [conciliation@rmif.co.uk](mailto:conciliation@rmif.co.uk)
- Trust My Garage Helpline 08000 764864 Email: [info@trustmygarage.co.uk](mailto:info@trustmygarage.co.uk)

### Relevant Web Links

- Advertising Standards Authority [www.asa.org.uk](http://www.asa.org.uk)
- Automotive Technician Accreditation [www.automotivetechnician.org.uk](http://www.automotivetechnician.org.uk)
- Citizens Advice Bureau [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)
- Consumer Direct [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)
- Defra [www.defra.gov.uk](http://www.defra.gov.uk)
- Institute of the Motor Industry [www.motor.org.uk](http://www.motor.org.uk)
- Ofcom [www.ofcom.org.uk](http://www.ofcom.org.uk)
- Chartered Trading Standards Institute [www.tradingstandards.uk](http://www.tradingstandards.uk)

### Legislation Web Links

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

- [www.opsi.gov.uk](http://www.opsi.gov.uk)