

WEST YORKSHIRE TRADING STANDARDS SERVICE MOTOR TRADE PARTNERSHIP

The name of the scheme is the "**Motor Trade Partnership**" (MTP).

The aim of the scheme is to improve standards within the motor industry and increase consumer confidence in the sector.

The scheme will be administered by West Yorkshire Trading Standards Service (WYTSS)

The scheme will be open to businesses in the following sectors:

- ❖ New vehicle sales (cars, motorbikes, light haulage)
- ❖ Used vehicle sales
- ❖ Repairs and servicing
- ❖ Sale and fitting of parts and accessories

The terms and conditions of the scheme are set out below. The scheme's terms and conditions will be subject to an annual review taking into consideration consumers and Members views and any factors identified by WYTSS, the scheme administrators.

GENERAL CONDITIONS FOR ELIGIBILITY

- The business must have been in existence for at least 6 months within the West Yorkshire area. If a business has moved into the area, acceptance will be considered after examination of independent references. The 6 months does not apply to new West Yorkshire outlets of existing members.
- Full details of the business will be provided to WYTSS, these include:
 - ❖ Names of owners/partners
 - ❖ Registered address
 - ❖ Management and employee levels
 - ❖ Details of trade activities
 - ❖ Sales and business volumes
 - ❖ Annual turnover
 - ❖ Name of nominated trading standards contact (this person will also act as complaints liaison officer)
- Businesses with convictions (either company or individual), which WYTSS deem to be of such a serious nature as to be incompatible with membership, or may bring the Partnership into disrepute, will not be considered for membership.

APPLICATION FOR MEMBERSHIP

- The MTP will be administered by West Yorkshire Trading Standards Service (WYTSS).
- By completing and returning an application form, prospective members agree to allow WYTSS to:
 - ❖ **Check complaints recorded against their business in the last 3 years**
 - ❖ **Check the status and contents of the complaints recorded for any serious breaches of civil or criminal legislation**
 - ❖ **Such background checks considered necessary by West Yorkshire Trading Standards Service**
- Where the above checks highlight any cause for concern, then after discussions with the applicant, provisional membership may be agreed on a 6 month trial basis. This is at the discretion of WYTSS. After the trial period if WYTSS deem complaint levels or the nature of complaints to still be a cause for concern then membership will be withdrawn.
- Where membership to the scheme is refused, the applicant has a right of appeal. This will take the form of a written letter addressed to the Chief Officer of WYTSS. An appeal must be made within 14 days of the decision to refuse membership. The Chief Officer's decision will be final.
- Prospective members will be contacted and a suitable date agreed for a full audit against the terms and conditions of the scheme.
- The auditor will make any necessary recommendations for changes. These recommendations must be implemented and a letter sent to WYTSS confirming that the required action has been taken.
- Upon satisfactory completion of the audit and the receipt of the letter confirming implementation of any recommendations then membership will be confirmed and a membership pack sent out.

MEMBERSHIP

- **General**

- Membership is conditional upon members having their procedures and practices audited annually by WYTSS.

- Members will be entitled to utilise all the benefits of the scheme

- **Logo/ awareness**

- Members are entitled to use the Partnership logo on premises, documentation and advertisements, and any other relevant promotional material.

- If a member leaves the Partnership, or there is a revocation of membership by WYTSS, then use of the logo will cease immediately and all advertisements and business documentation will be modified within 21 days. In long term publications this will be at the time of the next re-print.

- A register of members will be made available to the public or media on request, and will be posted on the WYTSS website.

- **Customer service/ Consumer complaints**

- See section on consumer complaints procedure

- Members must comply with the spirit and letter of the law, and agree to deal with consumers in a fair and courteous manner, and follow good business practice

- Members will be expected to adhere to the MTP' consumer complaint procedure as laid out in the terms and conditions.

- Members will have in place their own consumer complaints procedure which will include the name of the nominated complaints liaison officer and complaint log sheets for recording consumer complaints. The complaints procedure will be made available to consumers on request.

- **Revocation/Suspension of membership**

- WYTSS reserves the right to revoke or suspend membership if the member fails to meet the terms and conditions of the Partnership, or complaint levels and their severity are such that continued membership would bring the Partnership into disrepute.

- Where a member has breached the terms and conditions of the Partnership then revocation or suspension will be based upon the severity of the breach. Members who have breached the terms and conditions will initially receive a letter detailing the breach and stating that any further occurrence may result in their membership being revoked. Unless the breach is so severe that membership is to be removed immediately WYTSS will work with the member to rectify the situation. Failure to act upon recommendations may result in membership being revoked.
- Where it has been decided to revoke membership, then this information will be put into the public domain.
- Members who are advised that membership is being revoked or suspended have the right to appeal against the decision made. The appeal must be in writing to the Chief Officer and received within 14 days of notice of revocation.
- **Other Conditions**
- Membership of the Partnership does not in any way exclude a member from investigation concerning alleged criminal offences.
- Members will be expected to provide adequate staff training in respect of all aspects of fair trading and Partnership awareness, and details of this will be recorded for inspection by WYTSS.
- Members will be expected to follow the mileage checking procedure detailed in the terms and conditions, to ensure that all due diligence is taken to avoid committing an offence under the Trade Descriptions Act.

BUSINESS BENEFITS

- Members will be awarded an annual membership certificate, together with the right to use the Partnership logo.
- Upon joining WYTSS will provide each member with an information pack, containing advice on civil and criminal legislation
- A nominated WYTSS liaison officer will be assigned to each member; they will be able to offer advice and guidance on consumer legislation, to aid the quick resolution of complaints.
- Members will be kept updated with information regarding new legislation, or changes to existing legislation. This will generally be via e-mail, Partnership newsletter or separate guidance sheets.

- A training pack containing details of the Partnership, what it is, how it works, and details of benefits to consumers and members, will be provided upon request.
- Free Civil Law training will be available to members upon request. (This will be limited to 1 course per year per member)
- Up to 12 free credit advertisement checks will be provided to members who offer such facilities. However this free advice will not be provided to Advertising agencies on behalf of members.
- An adjudication service will be provided: details of procedures are contained later in this document.
- WYTSS will maintain a list of members. Copies will be provided to consumers, Libraries, Citizens Advice Bureau, driving test centres, and the media.
- WYTSS will provide a dedicated website, where consumers can check details of members and, where upon request by the member a link can be established to their website.
- Any opportunity for publicity within the media will be exploited, and WYTSS will issue press releases on a regular basis.
- A consumer guide will be provided for use by all members. This booklet can be displayed on member's premises. The guide will also be available through libraries, Citizens Advice Bureaus, and driving test centres
- On request Members will receive quarterly complaint analysis, detailing how many complaints have been received by WYTSS.
- At the discretion of WYTSS training seminars may be provided where it is deemed necessary. Members will be able to send a maximum of 2 delegates free of charge. Further delegates may be charged.
- Promotional material will be made available to members at the discretion of WYTSS. Where members require larger quantities then WYTSS reserves the right to charge the member for the products supplied.
- Members who have a complaint free year will be awarded a Customer Service plaque in recognition of their commitment to consumer care.
- Members will receive a Partnership newsletter on a 6 monthly basis.
- WYTSS will provide a presence at any promotional event when requested to do so by a member.

- WYTSS will actively promote the Partnership through various advertising media.

MEMBER COMMITMENT

- Members undertake to comply with the spirit and letter of the law, including the principle and commitments of the Partnership.
- Details of any changes relating to ownership, management structure, address, telephone numbers, website addresses and nominated contact officer will be communicated to WYTSS immediately.
- Management must ensure that all staff are aware of the Partnership and have received training on the scheme.
- Members must keep a copy of the terms and conditions that can be made available to consumers upon request.
- Members will respond promptly to any contact made by WYTSS, either by telephone, letter, fax or e-mail.

COMPLAINTS PROCEDURE

Preamble

Members of the public who are dissatisfied must in the first instance use the Members' own complaints procedure. If the complainant firstly contacts Consumer Direct they will be advised that they must go through the Members' complaints procedure before trading standards will consider the matter.

As a general principle trading standards will not become involved with a specific complaint (whether raised by a complainant or trader) until this process has finished. In the case of Members this does not mean that general advice cannot be sought at any time but does mean that the onus is on Members to resolve complaints in an equitable and speedy manner before trading standards become involved.

Procedure (at garage)

It is a requirement of Membership of the MTP that Members have a complaints procedure and complaints log. Examples of a basic procedure and complaints log are available on request. Details of the MEMBERS nominated complaints officer will be displayed on the member's premises and given to consumers where necessary.

All time limits may be extended by agreement of all relevant parties for example if the Liaison Officer is unavailable for a short period.

1. On receipt of a complaint (in person, by telephone or in writing), Members will record details of the complaint in the Complaints Log and provide the complainant with:
 - A named contact
 - Any action that is proposed to be taken to resolve the complaint
 - An indication of timescale where appropriate

If a written complaint is received, Members will be required to provide a written acknowledgement within 5 days of receipt. This should incorporate the above information.

2. Members should endeavour to reach an amicable solution within 14 days of receipt of the complaint. As indicated above, the onus on complaint resolution rests with the Member and contact with their WYTSS Liaison Officer, in relation to the specific complaint, should only be made in exceptional circumstances during this period. Members will provide the customer with an explanation of the events, including offers of redress and the anticipated future action.
3. Members will co-operate fully with any appropriate intermediary nominated by a customer i.e. someone with more expertise and experience of dealing with a complaint (it is not acceptable for a Member to say they will deal direct with the consumer only)
4. If after the 14 days of receipt, the complaint remains unresolved the Complainant should be informed, by the Member, that they may contact Consumer Direct. Additionally, If after 14 days of receipt, the complaint remains unresolved the Member must notify their Liaison Officer of the complaint/request specific advice.

Procedure (at Consumer Direct/Trading Standards)

1. When a complainant contacts Consumer Direct they will be asked if they have used the Members' complaints procedure but not reached a solution that is acceptable to both parties. If this procedure has not been followed they will be advised that they must firstly use the Members' complaints procedure before trading standards will become involved.
2. If the complaint has gone through the Members' complaints procedure and remains unresolved, the Consumer Direct Advisor will pass the complaint to the relevant Liaison Officer. The Liaison Officer will review the case and try to reach a compromise position between the complainant and the Member. The Member and complainant will be expected to provide all assistance and documents to the Liaison Officer upon request. Members will co-operate, acknowledge and comply with advice given by the Trading Standards Service.

3. Where the Liaison Officer, in consultation with his line manager feels that a member is refusing to adhere to the advice given then a letter of involvement will be provided to the consumer detailing the advice given to the Member.
4. If, after 14 days of receipt by trading standards, the complaint has not been resolved, the complainant can request that the matter be dealt with by the MTP Adjudication Panel. See separate procedure.

ADJUDICATION PROCEDURE

- Where all parties involved (Member, complainant and WYTSS have failed to reach an amicable resolution and the consumer requests involvement of the adjudication service, then the following procedure will apply:
 - The complaint will be put before an Adjudication panel consisting of :
 - ❖ **WYTSS MTP liaison officer**
 - ❖ **Consumer Direct Contact Centre Manager**
 - ❖ **Divisional Manager, Policy, Performance & Community Engagement**
 - ❖ **M.T.P Co-ordinator**
- Details of the complaint reference file will be made available to the Panel; this will outline all involvement by WYTSS since the complaint was first notified by the consumer.
- Each party will be required to submit a written summary detailing the facts of the case, any supporting evidence and details of any offers that have been made at least 7 days before the adjudication panel meets.
- The Panel can request further information from either party that will assist in formulating a decision.
- The Panel may decide that a site visit with face to face adjudication will be the best approach. In this case all parties will be expected to attend or have a representative attend on their behalf.
- WYTSS adjudication process will be conducted within the timescale of 14 days from receipt of all the details pertaining to the complaint.
- Once the Panel has made a decision based upon the facts provided to them, then this decision will be binding on the member. Should the consumer wish to progress the matter to civil court action, written details of the adjudication panels decision will be provided to both parties for use in court. At this stage the involvement of WYTSS will end.

RENEWAL & AUDIT PROCEDURE

- Members will receive an annual renewal application. Those members wishing to renew their membership will be expected to return the completed form within 21 days of receipt.
- An audit date will be arranged at the convenience of WYTSS. Members will be expected to adhere to this date, unless there are exceptional circumstances prevailing.
- Prior to the audit visit the auditor will have checked the members credit advertisements and website for compliance with the relevant legislation
- To assist the auditor the following information will be made available:
 - ❖ **Consumer credit licence**
 - ❖ **Copies of all consumer documentation (invoices, order forms, credit agreements, extended warranty documents)**
 - ❖ **Details of compliance with the mileage checking procedure**
 - ❖ **Customer complaint record log**
 - ❖ **Details of any sub contractors used**
- Any rectification needed following the audit will be agreed with the auditor at the end of the audit.
- Members can be subject to spot checks by auditors at any time throughout the year to ensure that the rectification have been carried out in line with the recommendations made.

ADVERTISEMENTS / WEBSITES / E-MAIL

- All advertising material shall be clear, truthful and shall not mislead.
- Credit advertisements will comply with the relevant legislation (members can obtain free credit advert checks as part of the benefits of membership. See business benefits).
- Any price indication should enable potential purchasers to be immediately aware of the total cost of the on-road price of vehicle.
- All prices quoted in any advertisement media will include VAT and delivery costs where applicable.
- Any advertising brochures will contain current and up to date information and prices.

- Members will be expected to include details of the MTP logo on any advertising media, e.g. websites, adverts.
- Websites need to contain the following information in order to comply with the E-Commerce Regulations 2002:
 - ❖ Name and Address of business
 - ❖ E-mail address
 - ❖ VAT registration number
 - ❖ Details of any trade associations
 - ❖ Link to the trade associations website or members list
- Where a member, sells goods via the internet, telephone, or any other non face to face means, then the member will be required to comply with the Distance Selling Regulations, and where appropriate the E-Commerce Regulations 2002.
- Pre-registered vehicles must not be advertised and sold as "new".

CONTRACT TERMS AND GUARANTEES

- Contract terms shall be fair, clear and legible and comply with any relevant legislation.
- Any guarantee / warranty shall be in addition to a consumer's statutory rights. Guarantees and warranties are now legally binding on the person offering the guarantee.
- All information in connection with guarantees and warranties will be made to any potential purchaser including:
 - Standard guarantees and warranties (origin and warranty expiry date) that are included
 - Which guarantees and warranties are optional
 - The cost of such additional guarantees/warranties
 - Who the additional guarantees are offered by
- A written contract agreed and signed by both parties, shall be incorporated into the sale transaction and a copy given to the consumer.
- Any additional purchases will be itemised separately.

- Contract terms should be made in accordance with the rules set out in the Unfair Contract Terms Act 1977.

RETAIL VEHICLE SALES (NEW & USED)

- Consumers will be made fully aware of the total price and where applicable any additional extras/charges and the value of any trade in allowances.
- Pre-registered vehicles must not be sold or described as being "NEW", they must be described as "Nearly New", "Pre-registered, or "Used".
- Members will be required to give adequate training to sales personnel to ensure that they are aware of their obligations in relation to all relevant consumer protection legislation..
- Due consideration will be given to "vulnerable" consumers*.

"Vulnerable " consumers in this context will include those

- With a disability that may put them at risk in the particular circumstances
 - With poor literacy skills
 - With a lack of knowledge about a complex product or service
- A member must not engage in any practice likely to be viewed as high pressure selling, these may include offers depended upon the customer agreeing with a limited time acquisition of deposits during pre-contracted negotiations.
 - When a prospective finance agreement is involved the consumer has a right to cancel and receive a full refund until such a time as the agreement has been executed (signed by the finance company).
 - Where changes or amendments to vehicles, specifications or delivery details occur outside the control of the business, such changes shall be communicated to the consumer as soon as possible.
 - Any contractual or substantial changes to the transactions should be communicated in writing and the consumer shall have the right to a penalty free withdrawal.
 - Where part exchange has been agreed and a price written into the contract then that price will be binding upon the member unless any substantial changes have taken place to the vehicle being part exchanged after drawing up the contract.

- All used vehicles sold shall be:
 - ❖ Of satisfactory quality (relating to age, mileage, price paid)
 - ❖ Fit for purpose
 - ❖ As described
 - ❖ Safe & Durable
- All vehicles will be supplied with an MOT certificate, where necessary, of at least six months and be roadworthy.
- All information the member has about the condition / status or history of a vehicle will be made available to any potential purchaser.
- Vehicle mileage checks will be carried out in accordance with the Vehicle Mileage Checking Procedure detailed later.
- If despite taking the steps described below a material discrepancy in mileage is discovered within 12 months of purchase, the member will take back the vehicle, refund the full purchase price and meet any reasonable damages claim made by the purchaser.
- If a vehicle has received a replacement odometer, then details of this must be recorded in the service book and an effective odometer notice must indicate the true mileage.
- All vehicles on the forecourt shall be roadworthy to allow potential consumers to test drive.
- Any contractual terms discussed with the consumer, i.e. valeting before collection, or agreed repair/ service, shall be noted on the consumers documentation.

REPAIRS AND SERVICING

- No servicing or repair work will be carried out on a consumer's vehicle without the express permission of the consumer. Where the consumer's authorisation is given via the telephone, details of the time of the call and the person who authorised the additional work will be noted on the paperwork.
- Before servicing or repair work is carried out, where appropriate a quotation will be given. Where it is not possible to give a quotation then an estimate will be provided in writing.
- A clear indication must be given in writing that any warranties are offered in addition to the consumer's statutory rights.

- Any estimate or quotation shall include VAT at the current rate. If the cost of work is likely to exceed the estimate the consumer must be informed as soon as possible.. Quotations should be binding.
- Invoices supplied to consumers shall give a detailed breakdown of materials supplied and work carried out.
- Details of acceptable methods of payment shall be agreed prior to the commencement of any work.
- The consumer's vehicle will be treated with care and protective covers used as appropriate.
- All work shall be continuously monitored and approved before the vehicle is returned to the consumer.
- Members will check a minimum of 10% of repairs/ servicing per week. Details of the checks will be recorded and these records will be made available for inspection by WYTSS.
- Parts replaced during a service or repair will be made available to the consumer on collection of the vehicle, unless a warranty claim is involved or the parts have to be returned to the supplier.
- Members will be required to ask the consumer if they wish the return of their parts before disposal.
- Second hand or reconditioned parts will not be used unless previously agreed with the consumer and details noted on their invoice.
- Details of any sub contractors being used by the member will be on display for the consumer's information.
- Records of servicing and repair must be retained for a period of at least 12 months.
- Vehicles should be serviced in accordance with the manufacturer's standards during warranty period.
- Service books should only be replaced where proof of ownership is shown. If a replacement service book is provided, certain information must be recorded, such as details of the vehicle, owner, mileage and date and the fact that the book is a replacement.

MILEAGE CHECKING PROCEDURE FOR USED VEHICLES

- Where a vehicle has 1 previous owner, then a signature from the owner would be sufficient for mileage verification.

- Where the Full Service History of a vehicle is available through a main dealer and those records can be verified by a main dealer, then this would be sufficient.
- Members need to ensure that adequate checks are carried out to ensure that a due diligence defence would be satisfied.
- For vehicles with more than 1 previous keeper then one of the following practices need to be adopted to ensure due diligence:
 - ❖ Write to every registered keeper and obtain written confirmation of distance travelled. If one keeper fails to respond further investigation (see below) becomes necessary or alternatively a mileage disclaimer can be used.
 - ❖ VMC mileage check.
 - ❖ NMR Investigation check

PLEASE NOTE that a basic NMR check itself is not sufficient.

- Where a member has failed to verify the mileage of a vehicle then they must ensure that the vehicle mileage is disclaimed via a sticker placed over the odometer.
- If despite taking the steps described above a material discrepancy in mileage is discovered within 12 months of purchase, the member will take back the vehicle, refund the full purchase price and meet any reasonable damages claim made by the purchaser.

VEHICLES BOUGHT AT AUCTION

- Where a vehicle bought at auction has 1 previous keeper and members have purchased the mileage indemnity from the Auction then this will be sufficient.
- Where the vehicle has 2 or more previous keepers then the mileage indemnity would not be sufficient defence in the event of a clocked vehicle being sold. Therefore members must still ensure that one of the above procedures is carried out.

Members shall ensure compliance with the following criminal legislation

- ❖ BUSINESS NAMES ACT 1985 / COMPANIES ACT 1985
- ❖ CONSUMER CREDIT ACT 1974
- ❖ CONSUMER CREDIT (ADVERTISEMENT) REGULATIONS 2004

- ❖ CONSUMER PROTECTION ACT 1987
- ❖ FAIR TRADING ACT 1973
- ❖ ROAD TRAFFIC ACT 1988
- ❖ TRADE DESCRIPTIONS ACT 1968
- ❖ ENERGY ACT 1976
- ❖ PRICES ACT 1974
- ❖ THE PASSENGER CAR (FUEL CONSUMPTION AND CO2 EMISSIONS INFORMATION) REGULATIONS 2001

Members of the Partnership will have awareness of and adhere to the following civil legislation:

- ❖ SALE OF GOODS ACT 1979 (As amended)
- ❖ SALE AND SUPPLY OF GOODS ACT 1994
- ❖ SUPPLY OF GOODS TO CONSUMERS REGULATIONS 2002
- ❖ SUPPLY OF GOODS AND SERVICES ACT 1982
- ❖ SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973
- ❖ CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000
- ❖ E-COMMERCE REGULATIONS 2002
- ❖ UNFAIR CONTRACT TERMS ACT 1977
- ❖ UNFAIR TERMS IN CONSUMER CONTRACT REGULATIONS 1994
- ❖ SUPPLY OF NEW CARS ORDER 2000

Where a member's business activities are governed by the Financial Service Authority, then the member will ensure that they comply fully with the Regulations and procedures.