

RETAIL MOTOR INDUSTRY

CODE OF PRACTICE FOR SERVICE & REPAIR

INCLUDING

THE TRUST MY GARAGE GUARANTEE

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1 Summary

- 1.1 The Retail Motor Industry (“RMI”) Code of Practice (“the Code”) is administered by the RMI and sets out the obligations that members of the RMI (“Members”) have to their Customers (as defined in Appendix 1).
- 1.2 The Code was first established in 1976 and has been revised and improved over the years to include changes to legislation and best practice for both Members and Customers. The Code embodies and enhances principles that have been observed by the majority of the retail motor industry for many years.
- 1.3 The Code details our 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
 - (vii) Dispute resolution and disciplinary action.
- 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 (with the exception of part 8 of this Code which only applies to Members who are also TMG Members) 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 the RMI 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 National Conciliation Service or by an Independent Panel of Arbitrators in accordance with the Complaint Process set out in this Code.

1.6 On its application for membership of the RMI, a Member self-certifies that they have achieved and will continue to achieve the requisite criteria for membership as set out by the RMI from time to time and comply with the Code. The achievement of criteria and/or compliance with the Code may not have been verified by the RMI. The Member is responsible for conducting its own regular internal checks to ensure that it meets the RMI membership criteria and complies with the Code throughout its period of membership. The RMI are entitled, but not obliged, to conduct checks and audits on any of its Members to ensure that they comply with the Code and achieve the requisite RMI membership criteria.

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 Appendix 1 to this Code.

RMI - Code of Practice Summary

Advertising and Marketing

1.1 *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.

Booking & Pre-Service

1.2 *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 done. 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.

Completing the Services

1.3 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.

Invoicing, Billing & Payment

1.4 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.

Competence

1.5 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 the RMI or an appropriate training body. Members will always treat you and your property with respect and care.

Complaints

1.6 *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 Conciliation Stage and, if required, an Arbitration Stage (which are both operated by the RMI).

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.
- (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.

- (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 kept to a minimum wherever possible.
- (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.
- (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.

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.
- (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.

- (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 non-compliance 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 .
- (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) if a Member fits original parts or parts of matching quality to your Vehicle, these components and any consequential damage caused by their failure will not be covered by the New Vehicle Warranty (but this fitting will not invalidate the New Vehicle Warranty);
 - (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.

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 the RMI 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 the RMI and an appropriate external body such as, but not limited to, WHICH / The AA / The RAC, on an annual basis. Full records of this exercise will be maintained by the RMI 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 the RMI.
- (b) Our Members will co-operate with you and the RMI 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 Conciliation Stage; and
 - (iii) the Arbitration Stage.

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

- (d) In the event that the Conciliation Stage does not resolve your complaint to your or a Member's satisfaction either of you may refer your complaint to the Arbitration Stage.
- (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.

8.0 Trust My Garage

The provisions of this part 8 apply only to Members who are also TMG Members.

All TMG Members have passed a compliance audit set by RMI and will continue to operate at the requisite level set by RMI

8.1 What this means in practice is that:

Prior to his acceptance as a TMG Member, each TMG Member will have undergone a standards compliance audit carried out by the RMI. A TMG Member must achieve certain requisite standards set by RMI from time to time to pass this compliance audit which covers not less than five key areas including:

- (i) Facilities and branding;
- (ii) Customer care and process;
- (iii) Technical scope;
- (iv) Legislation; and
- (v) Equipment

Each TMG Member has committed to continue to achieve the requisite level of compliance standards as set by the RMI to retain its status as a TMG Member and may be subject to mystery shopping and further standards compliance audits by the RMI. The RMI can only confirm that a TMG Member met the requisite standards as at the date(s) that a TMG Member has passed a compliance audit.

All TMG Members pledge to provide Customers with the experience summarised within the displayed TMG Customer Charter

8.2 What this means in practice is that:

All TMG Members shall display on their premises the TMG Customer Charter which summarises the experience that the TMG Member shall provide to you which relies on compliance with this Code.

In the unlikely event that a TMG Member's Work has fallen below the required standards, it may be determined as an outcome of the Complaint Process that such TMG Member is required to make a payment to a Customer. Should the TMG Member fail to make such payment, RMI will step in to compensate the Customer for such default to a limit of £1000 (subject to the terms below).

8.3 What the TMG Guarantee means in practice is:

- (a) The TMG Guarantee is a limited guarantee given by the RMI to you in circumstances where a financial award has been made in your favour under the Complaint Process in respect of Work carried out by a TMG Member, which award is subsequently not complied with by the TMG Member.
- (b) The TMG Guarantee applies only in respect of Work carried out (or not carried out) by TMG Members.

- (c) Your entitlement to the TMG Guarantee arises out of the Complaint Process (as more specifically described in paragraph 7 and Appendix 2 of this Code). The Complaint Process must be followed in order for you to claim under the Guarantee.
- (d) The RMI's maximum liability and the maximum sum that the RMI will be required to pay to you under the TMG Guarantee in respect of a single complaint or connected complaints is £1000 in total.
- (e) Subject to paragraph 8.1(n), your entitlement to claim under the TMG Guarantee arises at the end of the Arbitration Stage, by virtue of an award made against a TMG Member by the Arbitrator where the TMG Member has failed to make payment to you of such award within 14 days of notification of that award,
- (f) Where a recommendation by the Mediator at the Conciliation Stage is made in your favour, the TMG Member may notify RMI in writing within 14 days of the date of that recommendation that it does not accept the Mediator's finding of a recommendation against it or the amount that the Mediator has recommended that it pays to you and that it wishes to proceed to the Arbitration Stage.
- (g) Where a recommendation by the Mediator at the Conciliation Stage is made in your favour but you dispute the amount of such recommendation, you may notify RMI in writing within 14 days of the date of that recommendation that you do not accept the amount of the Mediator's recommendation and that you wish to proceed to the Arbitration Stage. .
- (h) Where a recommendation by the Mediator at the Conciliation Stage is made in favour of the TMG Member, you may notify RMI in writing within 14 days of the date of that recommendation that you do not accept the Mediator's recommendation and that you wish to proceed to the Arbitration Stage.
- (i) There is a time limit on escalating a complaint to the Arbitration Stage. Other than in the circumstances set out in paragraph 8.3 (j) below, if at the expiry of 14 days from the date that the Mediator makes its recommendation, neither you nor the TMG Member have notified the RMI that you or it wishes to proceed to the Arbitration Stage, you and it shall both be deemed to have accepted the recommendation of the Mediator and neither of you shall be entitled to invoke the Arbitration Stage.
- (j) That time limit is extended where a recommendation by the Mediator at the Conciliation Stage is made in your favour which you accept, but the TMG Member does not honour payment of that award within 14 days of the date of that recommendation (the **Payment Period**). In this case, you may notify the RMI within 14 days of the expiry of the Payment Period that you wish to proceed to the Arbitration Stage. Following the expiry of this 14 day period you shall not be entitled to invoke the Arbitration Stage.
- (k) You may be required to pay a fee to take your dispute to the Arbitration Stage, but such fee should normally be reflected in any award made in your favour if you are successful.
- (l) The RMI does not guarantee the payment by a TMG Member of any recommendation that the Mediator makes in your favour at the end of the Conciliation Stage.
- (m) The TMG Member has and retains the primary liability to you to honour any financial award made against it at the end of the Arbitration Stage (and all other losses for

which it may be liable at law). The purpose of the TMG Guarantee is to provide a mechanism to enable you to benefit from an award made in your favour at the end of the Arbitration Stage in the event of a TMG Member's default in paying that award to you.

- (n) The RMI shall only be liable to make payment to you under the TMG Guarantee to the extent that an award is granted in your favour at the end of the Arbitration Stage. For the avoidance of doubt, the RMI shall have no liability under the TMG Guarantee in respect of death or personal injury caused by the negligence of a TMG Member, fraud of a TMG Member, any consequential losses, loss of income or revenue, loss of profit, loss of business or any indirect loss.
- (o) If at the end of the Complaint Process, you are not satisfied with the outcome and you instigate legal proceedings, you shall not be entitled to rely on the TMG Guarantee.
- (p) If you claim under the TMG Guarantee and a payment is made to you, you shall be deemed to have accepted the decision of the Complaint Process and shall not be entitled to instigate legal proceedings.

8.4 What you must do to qualify to benefit under the TMG Guarantee:

- (a) You must, in the first instance, contact the TMG Member about your concerns about the Work and try to resolve the issue directly with them before contacting the RMI. The Guarantee will not apply if you have not initially approached the TMG Member directly. Contact must be made with the TMG Member as soon as possible after you have become aware that there is or might be a problem. You should make a note of the date of contact, who you spoke to and what was discussed.
- (b) You should familiarise yourself with the Complaint Process and engage with and follow that process. If you have any queries about the stage of your complaint, how it is being handled or the Complaint Process itself, you should call the RMI Customer Helpline on 01788 538317.
- (c) You may be required to make a payment in respect of arbitration fees if you wish to take a matter to the Arbitration Stage (which is a necessary stage of the Complaint Process if you are to benefit under the TMG Guarantee). If you are successful at the end of the Arbitration Stage any award made by the Arbitrator should normally include a sum in reimbursement of that outlay.

Appendix 1

1 Definitions & Legislation

Arbitrator has the meaning given to it in paragraph (b) of part 3 of Appendix 2.

Arbitration Stage means the arbitration 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 Conciliation Stage and the Arbitration Stage.

Conciliation Stage means the conciliation 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 Conciliation 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.

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

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 Guarantee means the guarantee given by the RMI to all Customers of TMG Members as set out in part 8 of the Code.

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

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

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

Appendix 2

Complaint Process

Whilst our 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. However, if your complaint is against a TMG Member and you wish to rely on the TMG Guarantee the complaint resolution procedures set out in this Appendix 2 must be followed; the TMG Guarantee **will not apply** if they are not.

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. Conciliation Stage

If you are not satisfied with the outcome of the Initial Complaint Stage you may invoke the Conciliation Stage by contacting the National Conciliation Service. 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 ,
2nd Floor, Chestnut Field House, Chestnut Field, Rugby, CV21 2PA

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 Conciliation Stage.

The specialist conciliation service offered by the RMI through the National Conciliation Service is a mediation process that seeks to find a mutually acceptable outcome to your complaint. The Conciliation 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 Arbitration Stage

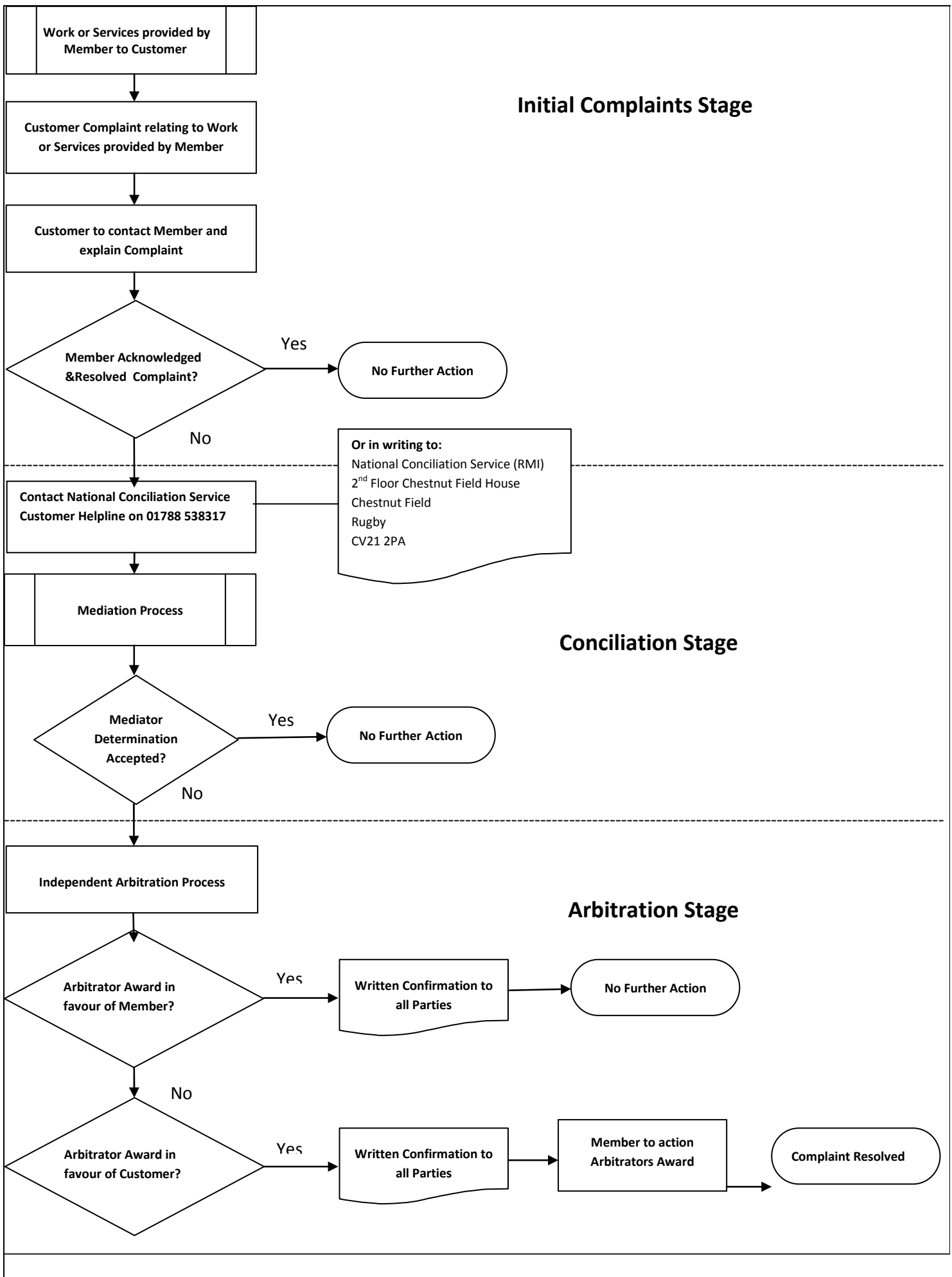
If either you or our Member are not satisfied with the recommendation given at the end of the Conciliation Stage either of you may invoke the Arbitration Stage as a means of resolving your complaint. Notification that a party wishes to commence the Arbitration Stage must be given to the RMI within 14 days of the recommendation of the Conciliation Stage being notified to each of you and our Member. The following will apply to the Arbitration Stage:

- (a) Both parties will be required to complete and sign an application for arbitration which will be forwarded by the administrator of the Independent Panel of Arbitrators to both parties. The relevant application fee for both parties must be paid by the party instigating the Arbitration Stage at the time of registration.
- (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) The RMI 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 by the National Conciliation Service at the end of the Conciliation 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) Where the Arbitrator deems it appropriate they may conduct an oral arbitration hearing and the parties may then present their evidence. Legal representation may only be employed if the Arbitrator so directs.
- (g) 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.
- (h) The award of the Arbitrator will be notified in writing to the parties and to the RMI.
- (i) When the Arbitrator makes his/her award then he/she will determine whether or not the fee is refunded to the successful party.
- (j) 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 the RMI and its appointed representatives. The Members and the RMI 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.



Further Information

- Retail Motor Industry Federation www.rmi.co.uk
- Trust My Garage www.trustmygarage.co.uk

Enquires or complaints

- Main Customer Helpline 01788 538317
Email: conciliation@rmi.co.uk
- Trust My Garage Helpline 08000 764864
Email: info@trustmygarage.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 of 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
- Trading Standards www.tradingstandards.gov.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
- www.berr.gov.uk
- www.offt.gov.uk

