



## **Motor Trade Partnership Terms and Conditions**

### **1 Introduction**

- 1.1 This scheme is intended to demonstrate commitment by businesses to fair, safe and honest trade, and to increase levels of consumer satisfaction.
- 1.2 Hull City Council Trading Standards in turn aims to continually develop and maintain an equitable trading environment for the benefit and protection of both consumers and businesses.

### **2 Eligibility**

- 2.1 To apply to become a member of the scheme, the business must have been trading within the City of Hull area for at least 6 months.
- 2.2 Should a business fail to meet the criteria for the scheme either at the application or membership stage, they will be advised in writing of the reason and if applicable any remedial action needed. The business has the right to appeal by following the *Appeals Procedure*.
- 2.3 Businesses with criminal convictions or a complaints history deemed to be incompatible with membership of the Scheme will be excluded from eligibility until such time that they can prove themselves as eligible. Refusal of membership is subject to the appeals procedure.

### **3. Membership**

- 3.1 Membership is conditional upon:
  - 3.1.1 Acceptance of all the relevant conditions of the scheme
  - 3.1.2 Adherence to all the relevant conditions of the scheme
  - 3.1.3. Payment of the appropriate fee
- 3.2 Membership will start on the first day of the month, with a pro-rata payment based on a start date of 1 January each year.

- 3.3 Membership entitles the business to all the benefits of the scheme but does not entitle the member to claim recommendation/approval by Hull City Council.
- 3.4 A list containing member's names will be made available upon request to the public, or any other interested party. This information will also be provided on the Hull City Council website.
- 3.5 A member may leave the scheme at any time by giving notice in writing but must surrender their certificate and amend any advertising material to remove any reference to the membership within 14 days of the date of notice.
- 3.6 Trading Standards reserves the right to refuse or revoke membership, if there is any evidence of non-compliance with the conditions of the scheme. The business has the right to appeal by following the *Appeals Procedure* if membership is revoked. The member must surrender their certificate and amend any advertising material to remove any reference to membership within 7 days of revocation.
- 3.7 Any applicant who is refused admission to the scheme or any member whose membership is revoked will be provided with grounds for the decision in writing.
- 3.8 Any applicant who is refused admission will be provided with corrective action to undertake over a 6 months period. After which they may re-apply for membership
- 3.9 The Motor Trade Partnership Terms and Conditions are in addition to member's criminal and civil law responsibilities as enforced and advised upon by Trading Standards. Membership will be revoked if there is any evidence of non-compliance with the statutory responsibilities or failure to observe and respond to their civil law responsibilities. The business has the right to appeal by following the *Appeals Procedure* if membership is revoked.
- 3.10 In addition to complying with criminal and civil law, members must undertake to comply with the Spirit of the law, including any relevant Codes of Practice, and to the principles and commitments of the Scheme. Members must deal with all customers fairly, courteously and in accordance with good business practice.

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

- 4.1 Members will be awarded an annual certificate
- 4.2 Members may use the scheme logo on:
  - 4.2.1 Business documentation
  - 4.2.2 Promotional advertising material

- 4.2.3 Vehicles
- 4.2.4 Premise signage
- 4.2.5 Websites

- 4.3 Members must not use the Council's own logo or in any way, make reference to being recommended or approved by Hull City Council.
- 4.4 Members will be continually monitored by means of risk assessed annual or bi-annual audits.
- 4.5 Trading Standards will provide information and advice on any relevant legislative changes.
- 4.6 General advice will be given upon request and confirmed in writing if required.
- 4.7 Members will be provided with a direct contact point within Trading Standards where they can go to request specific advice on legislation.

## **5 Member Commitment**

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

## **6 Customer Complaints Procedure**

- 6.1 Members must have an effective Customer Complaints Procedure, understood and implemented by all employees.
- 6.2 Any consumer complaint will be dealt with in a prompt, effective and courteous manner in accordance with good business practice.

- 6.3 Members must nominate one person to have overall responsibility for customer complaints. They are referred to as the *Complaints Contact*.
- 6.4 Details of the *Complaints Contact* will be displayed predominantly on the premises, on the Motor Trade Partnership website and be given to the consumer upon request.
- 6.5 Where a complaint from a consumer has been received by Trading Standards, the consumer will initially be referred back to the *Complaints Contact* at the business, to resolve the problem.
- 6.6 Complaints, which, in the opinion of Trading Standards, involve an allegation of a criminal offence, will be investigated in accordance with the enforcement policies of the service, irrespective of membership of the scheme.
- 6.7 Members will co-operate, acknowledge and comply with advice given by Trading Standards.
- 6.8 If the member is part of any other trade association or under the control of any other Agency, which has its own code of practice or conditions, the member must adopt the highest level of business standards should the code or conditions differ.
- 6.9 If the complaint remains unresolved following the *Customer Complaints Procedure*, the *Dispute Resolution Procedure* may be followed.
- 6.10 A record of all customer complaints must be kept for a minimum of 24 months from the conclusion of the complaint. Such records must be available for inspection by Trading Standards.
- 6.11 Nothing in this scheme shall preclude either party from seeking redress through legal action in the civil courts.

## **7 Trading Practices**

- 7.1 Advertising any form or format must be:
  - 7.1.1 Legal
  - 7.1.2 Decent
  - 7.1.3 Honest
  - 7.1.4 Truthful
  - 7.1.5 All prices must be inclusive of VAT
- 7.2 All offers or special deals must be available as described.
- 7.3 All written contracts or invoices must be:
  - 7.3.1 Fully itemised, separating parts used and labour charge if applicable

- 7.3.2 Inclusive of VAT (if applicable)
- 7.3.3 Agreed and signed (in the case of a vehicle purchase) by both parties
- 7.3.4 Copied to the customer

- 7.4 It is the responsibility of the member to ensure that all sales materials and brochures on display are current and accurate.
- 7.5 Members must make customers aware of their rights and obligations relating to their particular method of payment.
- 7.6 Members must make customers aware of any additional fees which may be payable.
- 7.7.1 Members must ensure that any vulnerable customers are afforded the necessary assistance during all aspects of the transaction.

#### **7.7.2 New Vehicle Sales**

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

#### **9 Used Vehicle Sales**

- 9.1 If a member is registered as a used vehicle seller under Group B, the following additional conditions apply:
  - 9.1.1 MOT certificates supplied with a used vehicle must be valid for a minimum of 6 months.
  - 9.1.2 Any customer shall be made fully aware of the price details of both the replacement vehicle and any part exchange allowance.
  - 9.1.3 All information or documents relating to the history, status or condition of the vehicle, where available, should be made available to any potential purchaser.

9.1.4 Prior to placing a vehicle for sale, all reasonable steps will be taken to verify the recorded mileage of the vehicle.

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

## **10 Repairs(including bodywork) and Servicing**

10.1 If a member provides vehicle repairs, vehicle servicing or operates a body shop the following additional conditions apply:

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

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

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

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

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

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

## **11 Fees**

11.1 Upon initial application an annual fee is payable.

11.2 If application for membership is rejected, 50% of the application fee will be refunded to the applicant.

11.3 Upon renewal, an annual fee will be paid prior to 1 January each year to Hull City Council

11.4 Pro-rata payments may be made if members join other than in January

11.5 No rebates will be given on surrendered or revoked membership.

11.6 If no fee is received after 3 months, membership will cease.

11.7 The fees will be reviewed on an annual basis.

- 11.8 No discounts for multiple membership will be given. Each sales site will be charged the individual fee.

## **12 Dispute Resolution Procedure**

- 12.1 Subject to the right of appeal, any decision arising from this procedure is binding upon members.
- 12.2 Any decision arising from this procedure is NOT binding upon consumers.
- 12.3 Nothing in the *Dispute Resolution Procedure* will preclude the consumer from seeking redress through legal action in the civil courts.
- 12.4 Having regard to the principles of impartiality, Trading Standards will consider all evidence from both parties that is considered to be relevant to the complaint. In doing so, the service **may**:
- 12.4.1 Request that either party provide additional information as is deemed necessary
  - 12.4.2 Hold discussions with the parties, separately or together
- 12.5 Where there remains disagreement between the parties, Trading Standards will make a recommendation.
- 12.6 Written details of the recommendation will be provided to both parties within 7 days.
- 12.7 If the consumer does not agree with the recommendation, they will be directed to the services of the civil courts.
- 12.8 Full details of the complaint will be recorded by the member and the Trading Standards and retained for no less than 24 months from the conclusion of the complaint.

## **13 Appeals Procedure**

- 13.1 Members or potential members may appeal if they disagree with a decision made by Trading Standards either to revoke or refuse membership of the scheme.
- 13.2 The appeal must be in writing.
- 13.3 The appeal must be made to the Trading Standards Manager who will review and report upon his/her findings to the member.
- 13.4 If the appeal is relating to the conduct of Trading Standards and if the member remains unsatisfied, the Hull City Council Complaint

Procedure may be invoked. The member will be informed in writing of this procedure.

## **14 Definitions**

- 14.1 *'Annual Fee'*- From 1 January 2018 the annual fee will be £150 (excluding VAT)
- 14.2 *'Appeals Procedure'* – Refer to Section 13 of these Terms and Conditions.
- 14.3 *'Audit'* – A visit at a predetermined date and time to members premises by a Trading Standards representative in order to ascertain compliance with the scheme terms and conditions and that complaint levels are within acceptable limits.
- 14.4 *'Civil Law Responsibilities'* – All civil legislation advised upon by Trading Standards and the Citizens Advice Consumer Service.
- 14.5 *'Complaints Contact'* – Nominated person within the Member Company has overall responsibility for dealing with customer complaints.
- 14.6 *'Criminal Law Responsibilities'*- All criminal legislation enforced by Trading Standards and other relevant agencies.
- 14.7 *'Customer Complaints Procedure'*- Refer to Section 6 of these Terms and Conditions.
- 14.8 *'Dispute Resolution Procedure'* – Refer to Section 12 of these Terms and Conditions.
- 14.9 *'Motor Dealer'* – A trader whose business is in car sales, repairs or anything ancillary to the motor trade.
- 14.10 *'Hull City Council'* – The administrative area of Hull City Council.
- 14.11 *'Scheme'* – Hull City Council's Motor Trade Partnership.
- 14.12 *'Significant Changes'* – Any changes made by the member to the Complaints or Trading Standards Contact, owners of the business and addresses.