



NBRA

Consumer Code of Practice

National Body Repair Association Ltd
201 Great Portland Street
London
W1W 5AB
T 0207 291 9750
E bodyshops@rmif.co.uk
W www.nbra.org.uk

National Body Repair Association (NBRA)

Enforcement:

The Code is mandatory on all NBRA members displaying the CTSI Logo. The NBRA Constitution contains provision for the enforcement of the Code by the Association's Board of Management and by its Executive Committee. In the event of a member not delivering the standards set out in the Code the penalties that may be imposed include a reprimand and / or fine or termination of NBRA membership. The Constitution provides that any penalty imposed and the reasons shall be published in any NBRA journal, newsletter or other publication as it feels appropriate so to do.

Introduction

Throughout this document the following terms are used:

Service(s) routine or other repair, maintenance and servicing of vehicles

Customer: a consumer who is not a company or trading enterprise

The NBRA is a leading Motor Trade Association for businesses in the Automotive Aftermarket being enterprises that, among other things may repair, service and maintain vehicles of all descriptions. It sets and monitors its members' operating standards to encourage ethical business behavior and ensure that customers choosing to use a NBRA member can have confidence and assurance that in their choice they will receive high standards of service. NBRA members should comply with current legislative regulations and the NBRA Consumer Code of Practice which guides all parties towards ensuring a satisfactory outcome in the provision of services and repairs.

Members recognise that customers may find themselves in difficult, unfamiliar and stressful circumstances when seeking

advice or the provision of service or repairs to their vehicles especially if this follow a vehicle accident

The Code incorporates information and procedures to assist motorists to confidently choose a business able to provide relevant assistance and quality levels of service.

Particularly where accident or bodywork damage is concerned assistance should include advice on procedures and options available in circumstances that may involve an insurance claim.

Procedures in the Code are intended to help avoid any misunderstandings between the customer and member by encouraging all parties to be clear on what work is suggested, what work is to be carried out and the costs involved prior to that work being starting thus helping to avoid customer dissatisfaction.

To further enhance customer confidence, in the unlikely event a query or dissatisfaction cannot be settled locally the Code contains an easily accessible Conciliation and Arbitration scheme to achieve a satisfactory outcome

The Code's administration, operating standards and monitoring are regulated by procedures established by the NBRA Ltd.

This code does not apply to Member companies who are solely Commercial Vehicle Repairers or Vehicle Body Builders.

AIMS OF THE CODE

1. To uphold and maintain the best interests of the general motoring public by ensuring a regulated free and open ethical market between NBRA members.
2. To reflect issues which are important to customers.
3. To ensure there is clear pre-contractual information readily available regarding the terms and conditions on which the services and / or repairs are undertaken, including pricing, payment and warranty.
4. To maintain in the event of dissatisfaction an easily accessible procedure to ensure it is addressed and resolved in a quick and cost effective manner.
5. To ensure that NBRA members reasonably comply with current legislative and environmental requirements alongside observation of current good practice in the work to be undertaken.
6. To enhance the reputation of the industry sectors served and NBRA members in particular in the estimation of the motoring public by encouraging and ensuring compliance with the consumer Code by all NBRA member businesses.

Customer choice

The motoring public, when choosing where to obtain services for their motoring needs, may have difficulty in identifying and locating a business they can trust to meet their requirements in a professional, cost effective manner. To help motorists make free and informed choices NBRA members directly serving the customer are obliged to comply with this Code of Practice.

To identify and locate NBRA members customers may look for the distinctive NBRA and the Chartered Trading Standards Institute approved Code logos on their premises and documentation, which only eligible members are licensed to display.

Details of all members can be found on the NBRA web site www.nbra.org.uk under 'Find Member' on the Home page. Members dealing with personal customers will also be listed via the Chartered Trading Standards Institute Approved Codes website.

NBRA members are required to comply with the operational policies and procedures of the Code including those identified below which have been developed to safeguard and enhance customer confidence and satisfaction. The contents of the Code are not a limiting factor and NBRA members may exceed those included in the Code.

The NBRA Consumer Code of Practice

The Code

A copy / text of this Code is available from NBRA members and can also be obtained from the NBRA web site www.nbra.org.uk

Code Awareness

The management and relevant staff of NBRA members are expected to be aware of their responsibilities regarding the operation of the Code.

Estimates and quotations

The customer should request and be offered a written estimate or quotation for the services or work agreed to be carried out. Such estimates or quotations should include the cost of labour, parts, materials and VAT, where applicable, together with any other costs the customer will be responsible for.

Where investigative or diagnostic work is required before an estimate or quotation can be established, a financial limit for this work should be agreed before any further expense is incurred.

If there is a cost for the production of an estimate / quotation the customer should be told and their agreement obtained prior to its completion. Ideally the customer's signature should be obtained as acknowledgement. The difference between an estimate and quotation should be explained to the customer.

Definition of an estimate:

An estimate is the anticipated cost for the work requested. In the event of further work or parts being required an estimate may be increased to cover these costs. If any reason is found necessitating such an increase, above a nominal amount, the customer should be told the reason and the extra costs involved. The customer's agreement should be obtained before proceeding further.

Definition of a quotation:

A quotation is an all-inclusive fixed cost for carrying out the work as described and may not be increased.

Payments:

The customer should be made aware of the methods and terms of payment available before any work starts.

If any pre-payment or deposit is required, the business will have a procedure in place for the handling and security of such monies to ensure, in the event of non-supply of services or goods, the pre-paid money is safeguarded and can be returned. The details of this procedure should be available on request from the member.

The final invoice:

The final invoice and associated documents should have a clear explanation of the work carried out. It should also include the description of the parts and materials used and include VAT if applicable, invoice date, mileage and reference to relevant terms of warranty.

Parts used:

Where parts need to be fitted the customer should be provided with a clear explanation for the need for replacement. If other than new and original manufacturers main structural parts, panels or mechanical items, are to be fitted, the customer should be advised as to the reason(s) for their use and their authorization to proceed should be obtained. In the event a consumer's motor insurance policy or non-manufacturer warranty policy limits the cover to non-original parts the consumer must be advised of this and provided with an opportunity to choose to have either the parts covered by the policy or to have original parts and pay the difference.

Displaced parts:

The customer should be informed that if required any displaced parts can be made available for inspection or return to them - with the exception of parts required for exchange or warranty. The return of any parts should comply with the current disposal of waste regulations. Customers receiving displaced parts become responsible for their subsequent disposal.

Warranties:

Terms of warranties are available from the member and information on how to proceed in the event of warranty work being required should be available. Warranty in respect of workmanship, parts and materials will not detract from the customer's rights under the Consumer Rights Act 2015.

Workmanship:

The warranty in respect of workmanship on bodywork undertaken shall be for a period of not less than 24 months or 24,000 miles use whichever occurs first from the date of repair – see also exclusions below. For all other work the member will make clear the terms of warranty provided.

The recommended procedure to overcome any fault is to exchange or repair any defective part that needs replacement by reason of defective material or workmanship during repair.

Parts and Materials:

The warranty in respect of parts and materials will be not less than those of the manufacturer/supplier of those items. The period of warranty shall be extended to compensate for any prolonged period that the vehicle may be off the road for rectification of faults or further work that may be required as a result of previous work being defective. The period of the warranty remaining can be transferred to subsequent owners but applies only to the work actually carried out by the repairer and which is detailed on the original invoice which should be available for inspection if a claim is made

Bodywork: Vehicle manufacturers anti perforation warranty: Where an unexpired period of the vehicle manufacturer's original anti- perforation warranty exists, the member will observe the same terms and conditions as those of the V.M. on those areas of the vehicle on which their work has been completed for the remaining period of the vehicle manufacturer's full warranty subject to the customer observing the same conditions on the repaired area as those originally imposed by the V.M.

If the member attaches any specific terms and conditions to the anti-perforation or rust warranty these should be brought to the attention of the customer before acceptance of the work.

Warranty Work Required:

Any work that is required to be carried out under warranty should be referred to the member who undertook the original work. The customer should reasonably expect to provide relevant original paperwork to support his or her claim.

Exclusions:

Any exclusion from or modification to the warranty will be brought to the customer's attention and recorded at the time of service. This may be due to the nature of the repair and / or the condition of the vehicle or any instruction given by the customer or customer's agent and agreed to by the member

Limitations:

No claim will be met under the warranty:

- If the vehicle has been used for competitions, racing or record attempts or otherwise than for private or commercial use of the owner or other users with his / her permission.
- For normal wear and tear, damage, neglect, corrosion.
- As a result of improper use or failure to use or maintain in accordance with the manufacturer's recommendations, or it has been abused in any way or any damage caused in a subsequent accident or non-associated fault.

Completion delivery times / dates:

When the work required has been established and agreed, a completion time / date will be provided. If it is found that this time / date, for whatever reason, cannot be achieved the customer will be advised promptly.

Contractual Terms and Conditions:

The terms and conditions under which the member undertakes to provide services or repairs must be made freely available to the customer before they agree to work being carried out. Terms and conditions must be clear, fair and in compliance with the Consumer Rights Act 2015.

Cancellation of repair agreement:

The customer may cancel the service agreement at any time (and for the avoidance of doubt) preferably in writing. The customer will be liable for costs already accrued by the repairer. These costs may include, for example, collection and delivery costs, the labour for work carried out up to the time / date of cancellation, parts ordered / obtained / used that cannot be cancelled, returned or resold and / or any supplier handling charge for their return plus any other direct costs that have been incurred in carrying out the original agreement. The member must take reasonable steps to minimize the customer's loss.

A reasonable amount of time will be allowed for the removal of the vehicle from the site, after which a daily storage charge may be levied. Unless the company gives their permission allowing the vehicle to be removed from the site all costs incurred should be paid prior to the vehicle being released.

Care of customer's vehicles and possessions:

Reasonable care will be taken of customers' vehicles and possessions while in the care of the repairer. If the vehicle is to remain with the repairer for any length of time. The customer should be encouraged and to remove all such possessions. Repairers must not avoid their responsibility by the use of disclaimers, and should be adequately insured to cover their legal liabilities.

Customer confidence and satisfaction:

The member is dedicated to achieving high levels of customer confidence and satisfaction.

Therefore resolving misunderstanding or dissatisfaction regarding the level of service and the quality of the work carried out is a major priority. To this end the member will appoint a 'named' customer relations person with authority and responsibility to resolve any customer query or dissatisfaction. The name of this person will be displayed in a customer facing area.

If satisfaction has not been obtained through contact with other management or staff, the named person should be contacted and provided with the information that will enable them to investigate the situation. To reduce the possibility of any misunderstanding or confusion, it is recommended that the customer should record their concerns in writing providing details of the vehicle, the work and date the work or services were provided and the specific reasons for dissatisfaction together with details of any previous contacts that have been made in an attempt to resolve the problem. The Company should respond within 7 working days outlining the course of action they propose to achieve a satisfactory resolution.

If a customer refers a complaint to a Trading Standards Officer, Consumer Advice Centre, Citizens Advice Bureau or any other similar organization or body NBRA members should cooperate positively with that body by providing the relevant information to facilitate a speedy resolution.

If after exhausting the above procedure the dissatisfaction remains the customer can refer it to the Conciliation and Arbitration service – for details see later

Customer Satisfaction Survey

A facility should be in place and available to help the organization to continuously monitor and improve its operation. It is helpful if customers complete and return this information highlighting both the good and not so good experiences that were encountered while obtaining the services required.

Advertising:

All claims, descriptions and advertisements should be honest, legal and truthful and should comply with the letter and spirit of the Code and standards set by the relevant advertising regulatory body.

Executive Information and Control:

The NBRA may maintain and publish an analysis of complaints referred to the Conciliation Service to assist the sector with improvement and/or in association with any code approval scheme into which it has entered.

Enforcement:

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The Conciliation and Arbitration Process

The Conciliation Service – No charge for all customers

The Conciliation Service is provided through the National Conciliation Service which is an independent department, and is available for any member of the general public or a member of the Association to use to help settle any dispute. There is no charge for the customer to use the conciliation procedure.

Where there is cause for complaint the first step should be for the customer to use the repairer's own internal complaints procedure as described above. This should, in the vast majority of cases, achieve a quick and satisfactory conclusion. However small minorities of complaints are not resolved. Some misunderstanding or a breakdown in communication may have caused them.

To address such a circumstance the NBRA has set in place an independent Conciliation and Arbitration service, provided by the National Conciliation Service. The repairer may suggest this service to the customer and the customer has the option of agreeing to proceed or not. However if the customer chooses to use the Conciliation and Arbitration service the repairer **MUST** agree that this option be progressed.

The services of the NBRA are also available to assist other bodies such as Trading Standards Officers, Consumer Advice Centres, Citizens Advice and motoring organizations where a member of the NBRA is involved.

Details of any dispute should be made within the warranty period of the repair, preferably in writing. In exceptional circumstances, such as where the fault did not become apparent within the warranty period, consideration will be given outside this time or mileage. This term will not adversely affect consumer rights.

How to use the Conciliation Service

- 1) The customer or member should contact the NBRA helpline. Contact details can be found in this document. The NBRA representative will acknowledge your complaint, but cannot take any details of the complaint, to remain totally impartial, between the customer and the member.
- 2) On receipt of the complaint a Conciliation Case Reference Form will be sent to the customer for completion. The completed form together with any other supporting evidence should be returned to the National Conciliation Service.
- 3) Upon receipt of the completed details the Conciliation Service forwards all information to the member company. If no reply or confirmation of a satisfactory outcome is received within 10 working days the Conciliation Service will contact the member company.
- 4) Based on the information provided it may be considered appropriate to appoint an independent expert in order to achieve a conclusion. If an independent expert is appointed his report should be issued within 10 working days from the date of the inspection. This report will be issued to the Association and copied to all the parties. Using independent experts will incur further costs to the customer, which will depend on the case.
- 5) If at the conciliation stage a satisfactory resolution cannot be achieved, the customer can request the dispute be referred to the Arbitration Service.
- 6) If the customer requests the dispute to go to arbitration, the member must also agree to this request.

Arbitration

The NBRA Arbitration scheme offers to all parties an inexpensive means of resolving disputes.

A copy of the procedure and an explanation of any costs that may be involved are available from the NBRA. The Arbitrator's findings are binding on all parties.

Using the Arbitration Service

- 1) If the customer requests that the case should be processed by the arbitration scheme the National Conciliation Service will direct the customer accordingly. At this stage the NBRA takes no further part in the process.
- 2) The National Conciliation Service will make contact with the customer and proceed with the arbitration.
- 3) Neither the complainant nor the repairer member has the right to appear or to be represented at the arbitration hearing unless the appointed Arbitrator requests it.

After considering all the relevant evidence, reports and documents, the Arbitrator will make known his/her decision in writing and copies will be provided to both parties and the NBRA. The Arbitrator's decision, including directions regarding costs, is legally binding and enforceable by law on all the parties.

Costs for using Arbitration

| Ex VAT | | Ex VAT | Ex VAT | Ex VAT | Ex VAT |
|--------|------------------|--------|--------|--------|--------|
| Band A | Up to £1000 | £75 | £75 | £175 | £325 |
| Band B | £1,001 - £5,000 | £125 | £125 | £175 | £425 |
| Band C | £5,001 - £15,000 | £250 | £250 | £175 | £675 |

| | | | | | |
|---------------|--------------------------|--------------------------------|-------------|-------------|---------------|
| Band D | £15,001 - £45,000 | £500 | £500 | £175 | £1,175 |
| Band E | £45,001 - £75,000 | £750 | £750 | £175 | £1,675 |
| Band F | £75,001 + | Refer to administration | | | |

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

Both parties to pay the fee i.e. Claimant and Respondent.