



The Vehicle Builders and Repairers Association Ltd  
(VBRA Ltd)

Consumer Code of Practice

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# **The Vehicle Builders and Repairers Association Ltd (VBRA Ltd)**

## **Introduction to the VBRA Consumer Code of Practice**

The VBRA is the UK's lead body for the Vehicle Bodybuilding and Vehicle Body Repair Industry. It sets and monitors its members' industry operating standards in order to ensure that customers who choose to use a VBRA member will have confidence and assurance that in their choice they will be provided with high standards of service and repairs. VBRA members are also required to comply with current legislative and environmental requirements together with the VBRA Consumer Code of Practice that guides all parties to ensuring a satisfactory outcome in the provision of services and repairs.

VBRA members recognize that customers may find themselves in difficult and unfamiliar circumstances when requiring advice and or the provision of services or repairs for their vehicles. It is also recognized that it can be even more stressful and inconvenient for customers should the vehicle have been damaged or involved in a road traffic accident.

The Code incorporates information and procedures that have been established to assist the motoring public in selecting a business with complete confidence that is able to offer, as a matter of course, all the necessary information and assistance and to be able to provide the necessary levels of service and repairs.

The information and assistance available also includes advice on the procedures and options that may be taken in the event of vehicle damage and that may require an insurance claim.

The information and the procedures set out in the Code are intended to help avoid any misunderstandings between the customer and the business. By ensuring all parties are clear as to what is required, what is to be carried out and the costs involved, this prior to any work being undertaken, will help avoid any customer dissatisfaction.

To further enhance customer confidence, in the unlikely event of some query or dissatisfaction that cannot be settled locally, there is incorporated within the VBRA Consumer Code an easily accessible Conciliation and Arbitration scheme for bringing them to a satisfactory conclusion.

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

## **AIMS OF THE CODE**

1. To uphold and maintain the best interests of the general motoring public by ensuring a regulated free and open market between VBRA 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. In the event of any form of query or dissatisfaction that there is an easily accessible procedure to ensure that these are addressed and resolved in the most speedy and cost effective manner.
5. To ensure that VBRA members comply with current legislation and environmental requirements.
6. To enhance the reputation of the industry sector in the eyes of the motoring public by ensuring compliance of the consumer Code by all VBRA member businesses.

## **Customer choice**

The motoring public, when faced with making a choice of where to obtain services or repairs for their motoring needs, may have difficulty in identifying and locating a business which they can trust to carry out their requirements in a professional, cost effective manner.

To assist the motoring public in making a free and fully informed choice all VBRA members are obliged to comply with the consumer Code of Practice. To identify and locate VBRA members look for the distinctive VBRA and OFT approved code logos on their premises and documentation, which only eligible VBRA members are licensed to display. The location of all members can be found on the VBRA web site [www.vbra.co.uk](http://www.vbra.co.uk) under 'Find Member' on the Home page or the OFT web site.

## The VBRA Consumer Code of Practice

VBRA members are required to comply with the operational policies and procedures of the Code including those identified below.

These procedures have been developed to safeguard and enhance customer confidence and satisfaction.

The contents of the Code are not a limiting factor and VBRA members may exceed those included in the Code.

<b>The VBRA Consumer Code of Practice</b>	
1.	<p><b>The Code</b> A copy / text of the Code is available from VBRA members and can also be obtained from the VBRA web site <a href="http://www.vbra.co.uk">www.vbra.co.uk</a>.</p>
2.	<p><b>Code Awareness</b> The management and relevant staff of VBRA members are aware of their responsibilities regarding the operation of the Code.</p>
3.	<p><b>Estimates and quotations</b> The customer should be offered and if required be provided with a written estimate or quotation for the services or work that is agreed to be carried out. The estimate / quotation should include the cost of labour / parts / materials and VAT where applicable should be shown, together with any other costs for which the customer will be responsible. Where investigative or diagnostic work is required and before a final estimate / quotation can be established, a financial limit as to this diagnostic work should be agreed and set before any further expense is incurred. The customer's agreement should be obtained prior to any further costs being incurred. If there is a cost for the production of an estimate / quotation this should be made known to the customer and their agreement obtained prior to its completion. The difference between an estimate and quotation should be explained to the customer.</p> <p><b>Definition of an estimate:</b> An estimate is the anticipated cost for the work requested. In the event of further work or parts required being identified an estimate may be increased to cover these costs. However as soon as any reason is found for an increase to the estimate, which is above a nominal amount, the customer should be informed as to the reasons and the costs involved. The customer's agreement must be obtained prior to further costs being incurred.</p> <p><b>Definition of a quotation:</b> A quotation is an all-inclusive fixed cost for carrying out the work as described and may not be increased.</p>
4.	<p><b>Payment</b> The methods and terms of payment that are available should be advised prior to any work being undertaken. In the event of any pre-payments or deposits being required, the business will have a procedure in place for the handling and security of any pre-payment to ensure that 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 are available on request from the repairer company.</p>
5.	<p><b>Parts used</b> Where parts are required 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 the customer's authorization obtained.</p>
6.	<p><b>Displaced parts</b> The customer should be advised that if required any displaced parts can be made available for inspection or return with the exception of those parts required for exchange or warranty. The returning of any parts / materials should comply with the current disposal of waste regulations.</p>

7.	<p><b>The final invoice</b> 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 the terms of warranty.</p>
8.	<p><b>Warranties</b> Terms of warranties are displayed in customer facing areas and on other documentation. A copy of the warranty and information on how to proceed in the event of any warranty work being required is available on request. However the warranty in respect of workmanship, parts and materials will not detract from customer rights under the supply of Goods and Services Act 1982.</p> <p><b>Workmanship</b> The warranty in respect of workmanship shall be for a period of not less than 24 months or 24,000 miles use whichever occurs first from the date of repair. 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.</p> <p><b>Parts and Materials</b> The warranty in respect of parts and materials will be not less than those of the manufacturer of the parts or materials. 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. This applies only to the work actually carried out by the repairer and which is detailed on the original invoice.</p> <p><b>Vehicle manufacturers anti perforation warranty</b> Where a period of the vehicle manufacturer's anti-perforation warranty still exists, the repairer will observe the same terms and conditions as those of the V.M. on those areas of the vehicle that the work has been carried out for the remaining period of the vehicle manufacturer's full warranty, while observing the same conditions on the repaired area as those of the V.M. If any 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. Any work that is required to be carried out under warranty should be referred to the original repairer. In an event such as that of a business closure, where the warranty work cannot be carried out by the original repairer, the relevant details should be passed directly to the VBRA who will make the necessary arrangements.</p> <p><b>Exclusions</b> Any exclusion from the warranty will be brought to the customer's attention and recorded at the time of repair. This may be due to the nature of the repair and / or the condition of the vehicle.</p> <p><b>Limitations</b> No claim will be met under the warranty if the vehicle has been:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Normal wear and tear, damage, neglect, corrosion.</li> <li>• Improper use or failure to use or maintain in accordance with the manufacturer's recommendations, or abused in any way.</li> <li>• Any damage caused in a subsequent accident or non-associated fault.</li> </ul>
9.	<p><b>Completion delivery times / dates</b> When the work required has been established and agreed, a completion time / date will be given. If it is found that this time / date, for whatever reason, cannot be achieved the customer will immediately be contacted and advised.</p>
10.	<p><b>Vehicle Accident Damage / Insurance Claim</b> In the event of a vehicle incurring accident damage, that may involve an insurance claim, the policyholder should be advised as to the procedures and options that are available to them and to ensure their vehicle is reinstated in a professional manner.</p>

	<p>These options may include:</p> <ul style="list-style-type: none"> <li>• Customers right to select a repairer of their own choice.</li> <li>• Procedure for an insurance claim made under the policyholders own insurance.</li> <li>• Procedure for ‘no fault’ accidents, where the driver of the vehicle was not at fault in causing the accident / damage.</li> <li>• Advices for paying or recovering other costs involved in the claim such as insurance policy excess, no claims bonus, betterment, VAT.</li> </ul>
11.	<p><b>Contractual Terms and Conditions</b>  The terms and conditions under which the company undertakes to provide services or repairs must be clear and fair and made available to the customer before they agree to services or work being carried out and also displayed in customer facing areas.</p>
12.	<p><b>Cancellation of repair agreement</b>  The customer may cancel the repair agreement at any time preferably in writing. However the customer would be liable for any costs that had already been accrued by the repairer. These costs may include 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 the handling charge for their return and any other direct costs that have been incurred in carrying out the original agreement. In any case the repairer is under a duty 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 any costs incurred should be paid prior to the vehicle being released.</p>
13.	<p><b>Care of customer’s vehicles and possessions</b>  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 given every opportunity to collect all such possessions.  Repairers must not avoid their responsibility by the use of disclaimers, and will be adequately insured to cover such legal liabilities.</p>
14.	<p><b>Customer confidence and satisfaction</b>  The Company is dedicated to achieving high levels of customer confidence and satisfaction. Therefore resolving any customer misunderstanding or dissatisfaction regarding the level of service and the quality of the work carried out is a major priority.  To this end the Company 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 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 5 working days outlining the course of action they propose to achieve a satisfactory resolution.  If preferred the customer may complete a ‘Customer Satisfaction’ card and return it to the customer relations manager. This will provide an easy and positive means of recording any dissatisfaction. These cards are freely available in customer facing areas.  If after exhausting the above procedure the dissatisfaction has not been resolved the customer can refer it to the Conciliation and Arbitration service.  (See Conciliation and Arbitration Process)</p> <p>If a customer refers a complaint to a Trading Standards Officer, Consumer Advice Centre, Citizens Advice Bureau or any other similar recognized organization or body VBRA members should positively cooperate with that body providing the necessary information and to give assistance to ensure a speedy resolution.</p>
15.	<p><b>Customer Satisfaction Survey Cards</b>  Customer satisfaction survey cards are made available to help the organization to continuously monitor and improve their operation. It is important that customers help by completing and returning these highlighting both the good and not so good experiences that were encountered while obtaining the services required.</p>

16.	<b>Advertising</b> All claims, descriptions and advertisements should be honest and truthful and should comply with the letter and spirit of the Code and standards set by the relevant advertising regulatory body.
17.	The VBRA member will act according to the letter of the Code and in the spirit in which it has been produced.
18.	<b>Executive Information and Control</b> The VBRA will maintain an analysis of all complaints referred to the Conciliation Service and will publish the results of such analysis annually.
19.	<b>Enforcement</b> The Code is mandatory on VBRA members. The VBRA Constitution contains provision for the enforcement of the Code by the Association's Board of Management and by the National Builders and Repairers Councils. 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 VBRA membership. The Constitution provides that any penalty imposed and the reasons shall be published in the VBRA's journal 'BODY'

## **The Conciliation and Arbitration Process**

### **The Conciliation Service**

The Conciliation Service, which is an independent department of the VBRA, 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 in Section 14. 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 VBRA has set in place an independent Conciliation and Arbitration 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 VBRA 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 VBRA 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 VBRA secretariat. Contact details can be found in this document.
- 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 VBRA.
- 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. The cost of this service is paid for by the VBRA.
- 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 VBRA 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 VBRA. 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 VBRA will transfer the relevant files to the National Conciliation Service. At this stage the VBRA 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.
- 4) 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 VBRA. The Arbitrator's decision, including directions regarding costs, is legally binding and enforceable by law on all the parties.

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