

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

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.

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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.

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 requested, the customer should be informed of the cost of such work. The cost of such work should be agreed in writing before the work is carried out. The cost of such work should be included in the estimate or quotation.

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,

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 tu5(v3(d)23(e)2ha)2b 4h(1)17(.79 461 Tm[])T07.41BT1

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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.

nd 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 misunderstandings
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How to use the Conciliation Service

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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

| Sum claimed | Fee to pay (inc VAT) |
|-------------------|----------------------|
| Up to £1,000 | £58.34 |
| £1,001 to £5,000 | £105.47 |
| £5,000 to £15,000 | £210.94 |
| £15,000 upwards | £421.87 |