

TRADING STANDARDS
GARAGE APPROVAL SCHEME
TERMS AND CONDITIONS

SECTION A – MANAGEMENT OF SCHEME BY TRADING STANDARDS

1.0 Membership

1.1 Application for Membership is limited to businesses within the administrative areas of Cheshire East Council or Cheshire West and Chester Council. The business must have been trading satisfactorily for at least 12 months. Where relevant, due for example to the geographical position of the business, the database of adjoining authorities may be checked. In all cases the Citizens Advice Consumer Services database will also be checked.

Exceptionally, membership can be sought from a business situated outside of the above administrative areas subject to the following conditions being met:

- the business is a branch of a business within the above administrative areas which already qualifies as a member of this scheme or for whom membership has been applied.
- the majority of the business activity must take place within the above administrative areas.
- decisions regarding internal management/procedures/advertising across the branches is controlled by the business branch situated in the above geographical areas
- the local authority for the 'external' branch is in agreement that the scheme logos etc can be used within their administrative area.

1.2 Membership will apply only to the business named in the Certificate of Membership which was initially audited. Where a trader has multiple premises within the Cheshire East and Cheshire West and Chester Council areas, separate membership is required.

1.3 Membership is available for vehicle sales, vehicle service/repair and vehicle bodyshop businesses. Where more than one type of business is conducted on the same premises, membership must be attained for the business as a whole - that is covering each type of business conducted. This provision is to avoid the possibility of confusion for a potential customer.

1.4 Applicants for membership will have their procedures and practices audited by us against the criteria of the scheme. Membership will only be granted where you are seen to be complying in all respects with the terms and conditions.

1.5 Once membership is granted, you will have your business monitored on an ongoing basis by us. This will be done by means of audit visits conducted on a risk-rated basis between one and three years or as deemed necessary , by complaints monitoring and by such other means as are considered appropriate by us.

1.6 Membership may be terminated if there is a change in ownership unless the change is of one of the partners or directors in which case the business will retain it's membership subject to the new person being considered fit to hold membership.

2.0 Fees and charges

2.1 Membership fees and other charges are listed separately.

2.2 We will review our fees and charges on an annual basis and may amend them accordingly.

2.3 Membership will not be granted or renewed unless you pay the appropriate fees when due.

3.0 Training

3.1 We will provide advice on specific queries on Trading Standards law, and will provide updates on changes in relevant law as appropriate.

3.2 We will happily provide assistance on staff training to you as appropriate. Where specific detailed training is required, seminars etc can be arranged. We reserve the right to charge an agreed fee for such seminars.

4.0 Auditing/Mystery Shop/Knowledge Test

4.1 We will carry out an on-site audit of the business's procedures as part of the application process and further audits will be undertaken on a risk-rated basis between one and three years or as deemed necessary. In addition to on-site auditing, we will carry out continuous monitoring of any complaints and enquiries received about your business.

4.2 When you carry out vehicle servicing, we will arrange for a 'mystery shop' exercise to be carried out between one and three years depending on the member's performance. The first mystery shop will take place within 12 months from the date your membership of the scheme begins. The results of each exercise will be made known to you as soon as possible. The cost of the mystery shop exercise is included in your annual fee but you are expected to stand the full cost of the service including parts and labour but excluding any extras the customer agrees to.

4.3 If more than two introduced faults are missed in the mystery shop, we will carry out an audit at that stage to discuss reasons for the poor performance and ways to achieve improvement.

4.4 Where members sell vehicles, we will arrange for a knowledge test on consumer law to be taken on a risk rated basis between one and three years or as deemed necessary. If the results are poor, we will carry out an audit at that stage to discuss the reasons for the poor performance and ways to achieve improvement.

5.0 Publicity

5.1 We will recommend to enquirers that they use one of our approved traders and we will supply details of appropriate approved traders when requested.

5.2 We undertake to promote the scheme as widely as possible, including social media and the Golden Spanner website to encourage appropriate businesses to apply for membership and to always encourage consumers to use the services of members. We reserve the right to publicise any suspension or termination of membership.

5.3 You may use any logo, certificate or other material which makes reference to the scheme in relation to the premises identified in the Membership Certificate in the following ways:

On the identified business premises.

In business documentation.

In local media advertising

Website and social media

5.4 You must show the logo in its entirety, even when incorporated into other material

6.0 Management arrangements

6.1 We will provide a fair and impartial service to both consumers and businesses.

6.2 Trading Standards have a duty to ensure compliance with Trading Standards legislation. Nothing in the scheme shall preclude us from taking action in pursuance of that duty

6.3 Should an allegation of a criminal nature be raised against a member, to ensure fairness and impartiality to both parties, the matter will be transferred to Regulatory Services for investigation in line with normal Trading Standards procedures.

6.4 There will be a nominated Scheme Administrator appointed in both Cheshire East Council and Cheshire West and Chester Council. There may also be nominated Deputy Scheme Administrator(s). They will be responsible for ensuring the satisfactory day to day running of the scheme.

6.5 There will be a Scheme Executive Group consisting of both Scheme Administrators and volunteers from member garages. The quorum for meetings of this group will be at least 6 members. This group will be called if any significant changes are made to the Scheme including amendments, termination and suspension. Any changes will be notified to members as soon as reasonably practicable.

6.6 Members will be provided with a central point of contact for consumer law advice. A named officer (who may be the scheme administrator or deputy) will be nominated to act as the Liaison Officer for the business and will generally be the contact point for consumer law advice. This Liaison Officer will also be available to offer conciliation should a dispute between a member and a consumer not be satisfactorily resolved.

6.7 If we terminate or suspend the scheme, we will make appropriate proportional reimbursement of fees paid. We will not make any reimbursement in respect of advertising material or documentation.

6.8 All certificates of Membership, logos, leaflets and other material relating to the scheme supplied by us shall remain our property and shall be returned on demand.

6.9 We reserve the right to terminate, suspend, or refuse to renew your membership of the scheme. Such action will be taken in accordance with the procedure in section 7 below.

6.10 Where membership is terminated, suspended, or we refuse to renew your membership, you must immediately and at your own cost, cease use of all advertising/documentation or other materials bearing any indication that your business is a member of the scheme.

6.11 Where your membership is terminated or suspended we will not refund your membership fee or part thereof.

6.12 You are liable to your customers for any loss resulting from negligence or default of your business and its servants. In applying for membership you agree to indemnify Cheshire East Council, Cheshire West and Chester Council, their members, officers and agents in respect of any costs, claims, proceedings or actions that may arise by virtue of the fact that your business has received approval under this scheme.

7.0 Termination, suspension, refusal to renew membership.

7.1 Where the scheme administrator considers that a member is not complying with the requirements of the scheme in any way, action may be taken using the following procedure.

7.2 The scheme administrator will produce a written report detailing the reasons why the administrator considers that the member is in breach of the scheme requirements,

7.3 The scheme administrator will send a copy of the report to the member and invite a written response. There will be a time limit of one month for receipt of any response and, if none is received, the process will continue without such response.

7.4 The scheme administrator will arrange for a meeting of the Scheme Executive Group to be held and will also ensure that the proposed date is convenient for the member (who may decide to attend the meeting in accordance with paragraph 7.5 below). For this purpose, the Executive Group will consist of volunteers from member garages only and will have a quorum of at least four members. The scheme administrator will supply the members of the Executive Group with the administrators report and the written response from the member (if any). The Executive Group will consider the evidence before them and come to a conclusion as to what action to take. This could include, but is not limited to, taking no action, production of a warning letter, suspension of membership or termination of membership.

7.5 The member will be entitled to address the meeting of the Executive Group in person but may not be represented by anybody else. If the member decides to attend then he will

be able to address the meeting but will then leave whilst the Executive Group members come to a decision.

7.6 The member will be informed in writing of the decision of the Executive Group, with reasons for coming to that decision, within two weeks of the meeting.

7.7 If the member disagrees with the decision made by the Executive Group then he must, within one month of receiving notification of that decision, inform the scheme administrator in writing of the reasons why he disagrees with the decision. The scheme administrator will then arrange for a further meeting of the Executive Group to be held within one month to consider the further representations made by the member. The member will then be informed of the final decision of the Executive Group in writing within two weeks of the meeting.

7.8 The member has no further right of appeal against the decision of the Executive Group.

SECTION B - COMMITMENT BY THE BUSINESS

1.0 General

1.1 You undertake to comply with the spirit and letter of the law, including any relevant Codes of Practice, and to the principles and commitments of this scheme. You will deal with all customers fairly, courteously and in accordance with good business practice.

1.2 You will co-operate with us and upon request, provide us with details of business ownership, staffing, premises, trade activities and other information that may reasonably be requested. You will notify us of any changes in ownership or premises. You will maintain records and documentation relating to your business, permit us access to these and provide reasonable assistance to us, or persons acting for us, during their visits and while conducting audits.

1.3 You will ensure that a copy of these Terms and Conditions are available to any interested party on request.

1.4 You will ensure, whenever possible, that the Golden Spanner Certificate and signs are displayed on your premises in a prominent position so consumers are able to identify your membership of the scheme.

2.0 Advertising

2.1 All your advertising material should be honest, legal, decent and truthful and in accordance with the Consumer Protection from Unfair Trading Regulations 2008 (CPRs).

2.2 Price indications should enable potential purchasers to be immediately aware of the total cost of what is on offer (this must be inclusive of any element of Value Added Tax).

2.3 Advertisements should only offer what can be provided, and should be amended or withdrawn when the goods or services cease to be available.

3.0 Contract terms and guarantees

3.1 You contract terms shall be fair in accordance with the Consumer Rights Act 2015, in plain English and clearly legible.

3.2 Any guarantee or warranty provided by you shall be in addition to customer's statutory rights and relevant documents must carry a clear statement to that effect. You must not restrict or diminish these rights. You must supply full detail of any guarantee or warranty cover to the customer in writing at the time of purchase and ensure there are no high pressure selling techniques used for additional policies.

4.0 Customer complaints procedure

4.1 You must have an effective customer complaints procedure, understood by all staff who may come into contact with the public.

4.2 You must deal with complaints promptly, effectively and courteously and in accordance with good business practice. Initial response to complaints must be given in an appropriate manner within 5 working days. You must record all significant complaints and note the final outcome. You must keep complaint records on file for a minimum of 12 months after resolution and make them available to us for inspection on request.

4.3 You must agree to co-operate with any appropriate representative or intermediary, for example the Citizen Advice Bureau, consulted by a consumer in respect of a complaint.

4.4 If it has still not been possible to reach a satisfactory conclusion, in accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, you must provide information to the consumer of a certified ADR provider, and advise them whether you agree to use their services. This does not remove either party's right to pursue County Court action.

5.0 Staff training

5.1 You must ensure that all staff are adequately trained and competent for the work they carry out. All employees must be made fully aware of the commitments made by you relating to this scheme and of the business's obligations under relevant consumer law.

5.2 You must keep records of staff qualifications and training. Training records must be kept for at least three years after the staff member ceases employment with you, and must be readily accessible for inspection by us.

6.0 Trade association membership

6.1 If you belong to a Trade Association, you must adhere to any relevant Code of Practice. You must display prominently any notices detailing such membership and services available, in particular any conciliation or arbitration scheme.

7.0 Retail vehicle sales and purchase (if applicable to you)

7.1 All descriptions of motor vehicles, however made, must be accurate, honest and truthful.

7.2 Vehicles sold must comply with current civil law which includes the following

The seller must have a right to sell
must be of satisfactory quality
must be fit for particular purpose made known
must be as described
must match any sample or model

7.3 You must carry out a pre-sales inspection of used vehicles using either the checklist supplied by Trading Standards or a checklist containing as a minimum the equivalent information. This pre-sales inspection must be available to consumers on request.

7.4 You must observe the following requirements with respect to the mileages of used vehicles which you offer for sale:

1. You must keep records of all vehicles bought and sold for a minimum period of three years from date of sale.
2. You will allow us access on request to all records of purchase and sale of vehicles sold by retail, and to all records of mileage checks which you have carried out.
3. You must check the mileage of all vehicles sold and retain records of such checks for a minimum period of three years from the date of sale. In the event of any discrepancy coming to light, you agree to inform us of the detail.
4. If, despite carrying out satisfactory checks, you are unable to check the accuracy of the recorded mileage then you must effectively disclaim the mileage on that vehicle.
5. If you offer vehicles for sale before you have had an opportunity to check the mileage then you must make this fact clear to intending purchasers in a conspicuous manner.

7.5 Vehicles must be in a roadworthy condition before being supplied by retail for use on the road, including supply for test drives. Any unroadworthy vehicles may be sold for “spares or repair” only. They must be clearly marked unroadworthy and displayed separately from other vehicles where possible. You must ensure that the purchaser signs documentation acknowledging that the vehicle is unroadworthy and that it is illegal to use it on the road in that condition. You must not provide the facility of a test drive and must, as far as is possible, prevent the vehicle being driven from your premises after purchase. You must not supply a current MOT certificate

7.6 You must provide customers with a copy of the sales contract, detailing the purchase price and any part exchange allowance, and clearly itemising any payment for extras. All sales documentation must contain all necessary business disclosure

7.7 Where a sale does not proceed for a reason which is your responsibility or because you have been unable to arrange credit for the purchase of the vehicle, the deposit must be returned promptly and in full. In other cases where the sale does not proceed, the amount of any deposit held must reflect the actual costs involved.

7.8 You must ensure no high pressure selling techniques are used for car sales or additional policies or seek to take advantage of consumers, particularly vulnerable consumers. Whenever reasonably practicable, members must offer additional assistance to help ensure that all aspects of a transaction are fully understood.

7.9 Delivery dates should be as flexible as possible and should be agreed in advance. Where delays prove unavoidable, the customer should be given as much advance notice as possible. Where appropriate, given the size of the business, it may be necessary that such dates are communicated in writing. Where agreed delivery dates can not be met, you are required to provide suitable alternatives or appropriate redress should be offered to customers.

7.10 If your business carries out any sales via distance means, for example over the telephone or internet, without any direct face to face contact with the consumer, you must ensure the consumer receives appropriate cancellation notices in line with the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013.

7.11 Where appropriate, given the size and nature of the business, easily accessible and user-friendly after sales procedures should be in place to ensure consumer requirements are dealt with effectively. Any charges in relation to these after-sales procedures must be clearly communicated to users.

8.0 Vehicle repairs and servicing (if applicable to you)

8.1 Every contract for a trader to supply a service to a consumer (vehicle repairs and vehicle servicing) must comply with current consumer law which includes:

Service to be performed with reasonable care and skill

Information about the trader or service is binding

Reasonable price to be charged (unless agreed or fixed by contract)

Performed within a reasonable time (unless agreed or fixed by contract)

Where the contract is for goods and services (mixed contract), the goods must be installed correctly.

8.2 You must have a suitable documented quality system, appropriate to the size of the business, controlling your workshop processes. The system will need to address the following as a minimum:

- i. Establishing initial customer requirements and ensuring that you have the ability to do the work.
- ii. Staff training and competence.
- iii. Calibration of critical equipment.
- iv. Workshop Process Checks.
- v. Customer feedback/complaints handling.

8.3 You must, whenever possible, provide a quotation before work is undertaken. Where it is not possible to give a firm quotation, an estimate should be offered. Quotations and estimates should be provided in writing if requested by the customer and must always be inclusive of VAT. Members must not seek to take advantage of consumers, particularly vulnerable consumers. Whenever reasonably practicable, members must offer additional assistance to help ensure that all aspects of a transaction are fully understood.

8.4 You must offer clear details of the servicing/repair options available when work is arranged over the telephone and ensure no high pressure selling techniques are used.

8.5 You must inform prospective customers, before work is undertaken, if you do not accept particular forms of payment (e.g. credit cards) or if you make a charge for any particular form of payment.

8.6 Where diagnostic work is required, you must explain to the customer the process involved and the charges. Following diagnosis, you must agree remedial work and charges before commencement unless otherwise agreed with the customer.

8.7 Customers' vehicles will be treated with care, protective covers etc being used where appropriate.

8.8 You will need to continuously monitor work carried out. The system of checking will be as follows:

Checks must be carried out by a suitably qualified person who is authorised by management and has the necessary organisational freedom. The checks must be made by someone other than the technician carrying out the repair/service unless circumstances such as the business being a solo operation or unavailability of other qualified persons through sickness or holidays make this impossible.

For both repairs and servicing, a minimum of 2 vehicles or 10% of throughput, whichever is greater, will be checked daily.

For both repairs and servicing, the operations checked should be chosen at random, but varied so that the adequacy of the full range of operations carried out and technicians carrying out the work will be checked over a reasonable period of time.

Checks will be recorded, clearly indicating the vehicle involved, what items have been checked and, if appropriate, how. Any feedback given to technicians and corrective action undertaken will also be recorded. Records will be kept for a minimum of 3 years and be readily accessible for inspection by us.

(The above provisions of paragraph 8.8 represent the minimum level of quality control checks required. It is recognised, however, that other quality control systems, with different detailed requirements, are capable of demonstrating equivalent levels of diligence. Trading Standards Auditors therefore have discretion as to what is acceptable in this area.)

8.9 You will only carry out additional work after obtaining the customer's authorisation unless there are exceptional circumstances.

8.10 You will retain replaced parts for 24 hours after completion of the work to enable the customer to inspect them if requested. However when replacing major components (e.g. alternator, steering rack), you must inform the customer when the removed component has to be returned to a supplier and is therefore not available for the customer to take possession of.

8.11 You will check vehicles to ensure satisfactory performance and roadworthiness before return. This does not apply when the work carried out has been minimal or to vehicles submitted for MOT testing.

8.12 You will provide full detail on the invoice of the work carried out and parts used. New parts must be used unless you have previously agreed some other course of action with the customer. In this event you will indicate on the invoice the type of parts used – second-hand, reconditioned etc. Franchised dealers will always use genuine manufacturers parts. The quantities of fluids etc invoiced should be an accurate statement of the quantities actually used. You will always advise on the invoice of any additional work which may be required.

9.0 Vehicle body repairs (If applicable to you)

9.1 Every contract for a trader to supply a service to a consumer (vehicle body repairs) must comply with current consumer law which includes:

Service to be performed with reasonable care and skill
Information about the trader or service is binding
Reasonable price to be charged (unless agreed or fixed by contract)
Performed within a reasonable time (unless agreed or fixed by contract)

Where the contract is for goods and services (mixed contract), the goods must be installed correctly

9.2 You must have a suitable documented quality system, appropriate to the size of the business, controlling your workshop processes. The system will need to address the following as a minimum:

- i. Establishing initial customer requirements and ensuring that you have the ability to do the work.
- ii. Staff training and competence. How is the technical knowledge and competence of technicians established – is any technical accreditation scheme used?
- iii. Repair methods and recording of repair process.
- iv. Availability and suitability of tools and equipment. Recording of the calibration and maintenance of equipment.
- v. Quality, checking and storage of materials. Materials should be 'Original Equipment 'Matching Quality' parts', as defined under Block Exemption Regulations.
- vi. Bodyshop process quality checks.

9.3 You must, wherever possible, provide a description of and quotation for the work to be carried out. Where it is not possible to give a firm quotation, an estimate should be offered. Quotations and estimates should be provided in writing if requested by the customer and must always be inclusive of VAT. Members must not seek to take advantage of consumers, particularly vulnerable consumers. Whenever reasonably practicable, members must offer additional assistance to help ensure that all aspects of a transaction are fully understood.

9.4 You must inform prospective customers, before work is undertaken, if you do not accept particular forms of payment (e.g. credit cards) or if you make a charge for any particular form of payment.

9.5 Customers' vehicles will be treated with care, protective covers etc being used where appropriate

9.6 You will need to continuously monitor work carried out. The system of checking will be as follows:

There shall be access to current reference material by the person undertaking the authorised repair task. I.e. access to current recognised repair methods for all types of vehicle body repair work.

These methods shall be used by currently competent persons or persons under the direct supervision of a competent person.

A record must be made of the repair – date carried out, name of repairer, details of vehicle and work carried out. Additionally, a documented quality control process shall be applied to the work during the course of carrying out repair work. Checks will be recorded, clearly indicating the vehicle involved.

Any feedback given to technicians and corrective action undertaken will also be recorded. Records will be kept for a minimum of three years and be readily accessible for inspection by us.

(The above provisions of paragraph 9.6 represent the minimum level of quality control checks required. It is recognised, however, that other quality control systems, with different detailed requirements, are capable of demonstrating equivalent levels of diligence. Trading Standards Auditors therefore have discretion as to what is acceptable in this area.)

9.7 You must be able to show that you segregate materials and control activities to avoid cross-contamination.

9.8 If any elements of repair work are subcontracted you must be able to show how that subcontracting is controlled.

9.9 You must keep technical inspection records that confirm vehicles are ready for handover back to the customer.

9.10 You will provide full detail on the invoice of the work carried out and materials used.