



Introduction

This Code of Practice has been drawn up by the Vehicle Builders and Repairers Association Limited (VBRA Commercial) to govern the conduct of VBRA Commercial Members engaged in Commercial, Special and Trailer Vehicle Building/Manufacturing/Conversion and Repairs and the relationship with their customers. It reflects the high standards adopted by VBRA Commercial Members and the protection that the customer has in using the facilities offered by a VBRA Commercial Member. The Code's provisions are subject to regular review by VBRA/RMIF.

It is our wish to ensure satisfactory work is carried out at a realistic cost to the customer. General procedures for handling customer complaints and details of the way in which VBRA Commercial can assist in the between a Member and their customer.

Aims of the Code

- 1.1 To ensure that the customer receives the best possible service from VBRA Commercial Members.
- 1.2 To uphold the interests of the customer in all consideration of the standards of competitive trading between VBRA Commercial Members.
- 1.3 To guarantee all vehicle building/manufacturing/conversion and repair work undertaken for commercial, special and trailer vehicles.
- 1.4 To resolve complaints on any aspect of the building and repair of such vehicles and provide a procedure for conciliation or simple arbitration when complaints cannot be settled directly by an Arbitrator appointed by the (Independent Panel of Arbitrators operated through the Chartered Institute of Arbitrators). (Details of the conciliation and arbitration scheme offered by the VBRA are set out in Appendices A and B).
- 1.5 To encourage initiative and enterprise in the belief that properly regulated competitive trading by and between VBRA Commercial Members will best serve the customer's interest and the well-being of the sector.
- 1.6 To maintain and enhance the reputation, standing and good name of the Association and its Members.
- 1.7 To encourage the growth and development of the industry sector consistent with the above aims.
- 1.8 *This Code has been reviewed and up-dated in 2017*



VBRA Member Responsibility

2.1 It is the responsibility of VBRA Commercial Members to ensure that building/manufacturing/conversion and repair activities are carried out at a cost which is fair to the customer and the Member.

2.2 Members shall acknowledge their complete responsibility for the satisfactory quality, fitness for purposes and description of the goods they sell and services they provide including under the terms of any relevant legislation applicable to the sector and their dealings with others.

2.3 The Member should also acknowledge their responsibility to ensure that all work is carried out in a proper and workmanlike manner to the safety and technical standards laid down by the base vehicle's original manufacturer and to comply with all current regulations.

2.4 The chassis purchased or free issue or vehicle under construction, conversion or repair is to be insured whilst on the Member's premises and if necessary at a third party location arranged by the member. The Member should also maintain adequate Product Liability Insurance.

2.5 Compliance with the Code is a condition of Membership of the Association.

Complaint Handling

3.1 The Member should handle all complaints in a timely and purposeful manner.

3.2 It is a senior management responsibility to ensure that staff be instructed in dealing with complaints promptly. They should avoid a defensive or evasive attitude (which may only serve to aggravate the situation as will protracted arguments in correspondence). Clear levels of authority should be given to ensure speedy remedial action, where appropriate.

3.3 VBRA Commercial will, where the complaint concerns a Member company, seek to ensure a rapid and satisfactory conciliation. When cases cannot be so resolved, customers will be offered the facilities of the **(VBRA Conciliation Service)** through which an independent examiner shall endeavour to achieve a settlement based on the facts at his disposal and any examination of the vehicle as required.

3.4 Should any complaint not be resolved as a result of the **(Association's Conciliation Service)** the dispute can be referred, upon application by either party, for determination conciliation of disputes, should one of its Members be involved, are shown below.

3.5 A copy of this Code should be available for customer reference and should be referenced in all written offers made by the member.



Advertising

4.1 All claims, descriptions and advertisements should be legal, honest and truthful and should comply with legislation applicable from time to time and with the letter and spirit of the codes and standards set by any relevant advertising authority.

Commercial, Special and Trailer Vehicle Building/Manufacturing/Conversion and Repair

5.1 The Member should offer a customer a written quotation or estimate of the cost of any work to be undertaken. The Member should also obtain the customer's express permission for any increase in an agreed quotation or estimate. The difference between a quotation and an estimate should be explained to the customer.

5.1.1. An estimate is the anticipated cost of the work requested. In the event of further work or parts being identified an estimate may be increased to cover the costs.

5.1.2. 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 costs involved. The customer's agreement must be obtained prior to further costs being incurred.

5.1.3. A quotation is generally a fixed price offer but can be subject to variation in accordance to any clause added to the offer.

5.1.4. In the event any increase is necessary or required the customer should notify the customer in writing and obtain their agreement also in writing.

Note: Advice on these matters are referred to in the Good Practice Documents Information Notices 16 and 17 available on the VBRA Website.

5.2. The Members terms and conditions of trade should be clearly displayed in any offer which include how and when payments should be made

5.3 The Member shall supply a detailed invoice of all work undertaken including a breakdown of the costs.

Invoices shall include, where appropriate, details such as relevant dates, Chassis/VIN

Numbers, Chassis or Trailer Make, Registration No (if applicable), Body No, Body or Trailer Type and where relevant any Type Approval Certificates of Conformity (ECWVTA/NSSTA) or Ministers Certificate (IVA) .

5.4. The member should on completion of any work/contract have the customer sign off the satisfactory completion before releasing the vehicle.

Guarantee



5.5(a) The Member shall make available a written guarantee to exchange or repair any defective parts by reason of them being faulty or by reason of faulty workmanship. The guarantee shall not detract from a customer's rights under relevant legislation or under Common Law. Any exclusion to the guarantee should be drawn to the customer's attention in advance and in writing.

5.5(b)

- (i) The guarantee shall, subject to paragraphs (ii) and (iii) below, be for a period from the date of delivery to the customer as mutually agreed.
- (ii) Where materials which are subject to a manufacturer's guarantee are supplied, incorporated in the build/manufacture or conversion or used for repairs, the period of the guarantee of such materials shall be limited to the period of the manufacturer's guarantee if the period of the manufacturer's guarantee is shorter.
- (iii) The guarantee period shall be extended by the equivalent period for which a vehicle is off the road for any work carried out under guarantee/warranty
- (iv) A new guarantee/warranty period should commence in respect of any work carried out to remedy a fault during a guarantee period.

5.5(c) The Member shall permit the transfer of the unexpired portion of any valid guarantee to subsequent owners. This should apply only to work actually carried out by the Member and detailed in the relevant original quotation or estimate.

5.5(d) The Member shall in addition to the written guarantee provide a written warranty that:

- (i) body design limitations/mounting/ procedures comply with the chassis manufacturer's specifications;
- (ii) welding has been performed by experienced welders;
- (iii) paint has been applied in accordance with the paint manufacturer's specifications;
- (iv) the body, conversion or trailer has been built to regulations currently laid down by the Road Vehicles (Constructions and Use) Regulations 1986 as amended, and any other relevant legislation applicable at the time;
- (v) on completion, the body has been subject to quality control, any testing with relevant certification where necessary, a statement of the vehicles payload including that of the axles and that any training necessary has been provided either verbally or in writing.



Limitations

The guarantee given shall not apply to (5.6 a, b, c, d);

5.6(a) Vehicles used for competitions, racing or record attempts or otherwise than for private or commercial use of the owner, or other users with his permission.

5.6(b) Damage by wear and tear, neglect, corrosion (other than that covered by the chassis manufacturers' warranties at 5.8), improper use or failure to use or maintain in accordance with the Member's commercial vehicle chassis manufacturers' or component suppliers' recommendations, or abused in any way.

5.6(c) (i) vehicles or components damaged in an accident.

(ii) defects occurring after the customer has allowed another party (unless authorised by the Member) to repair, adjust, alter, modify or otherwise work on the chassis body or trailer;

(iii) defects which are aggravated as a result of continued use after such defect ought to have been reported;

(vi) defects occurring as a result of a design fault where the specification was given by the customer.

5.6(d) any subsequent work carried out on a vehicle after its completion by the member and carried out without the Members written agreement beforehand.

5.7 Members should exercise reasonable care in protecting customers' vehicles and possessions whilst they are in his charge and should not seek by unreasonable disclaimers to avoid their legal liability for such loss or damage. Members should be adequately insured to cover such legal liability which includes the vehicle chassis whilst on his premises. See also clause 2.4

5.8 Where a chassis manufacturer's warranty exists the Member will, subject to inspection of the vehicle and the warranty before acceptance of the work, agree to maintain the balance of such warranty for the area worked upon and other consequentially affected areas of the vehicle. The customer, however, will be obliged to observe the same conditions of warranty for the repaired area as those applied by the commercial vehicle chassis manufacturer and also other ancillary equipment suppliers.

5.9 Members shall ensure that any other limitations on guarantees and warranties are reasonable, in accordance with the Unfair Contract Terms Act 1977 and similar subsequent legislation. If a Member attaches conditions to the guarantee, these must be brought to the attention of the customer before acceptance of the work.

5.10 All sub-contracted work is covered by the guarantee unless otherwise specified.

5.11 Accurate documentation will be kept by the bodybuilder for 10 years from the date of delivery.



The Member's Staff

- 6.1 The Member shall familiarise himself and his staff with all the provisions of this Code of Practice.
- 6.2 The Member shall observe the letter and the spirit of the Code, thus giving true significance to the VBRA commitment.
- 6.3 The Member shall act according to the aims of this Code of Practice and the foregoing specific provisions shall not be deemed to be comprehensive in expressing those aims.

Executive Information and Control

- 7.1 The VBRA may analyse complaints referred to it for conciliation or arbitration and those where expert opinion has been provided by the Association.
- 7.2 All Members should maintain a complaints register from which an analysis of complaints about activities covered by the Code can be obtained. Members should take action based on this information to improve their service to the customer.

-Disciplinary Powers

- 8.1 The VBRA Commercial/RMIF Constitution contains provisions for the enforcement of the Code by the Association's National Manufacturers Council. In the event that a Member's behaviour to a customer is proven to have fallen below the standard set by the Code, the penalties which may be imposed are a reprimand and/or a fine or termination of Membership of the VBRA Commercial. The Constitution provides that any penalties imposed and the reasons therefore shall be published on the VBRA's Commercial Website.



Appendix A

Conciliation procedure for settling complaints

The vast majority of work is performed expeditiously and satisfactorily. The few instances which result in a complaint are usually quickly and amicably resolved at the time, without resort to a third party. A small minority, however, produce problems both for the trade and the customer. The cause may be a misunderstanding or breakdown in communication between the parties concerned. The Conciliation procedure therefore exists primarily to help resolve those disputes which cannot be quickly settled during the initial discussion between the two parties

SUCH CASES AS ARE ACCEPTED UNDER THE VBRA CONCILIATION SERVICE SHALL BE SUBJECT TO THE FOLLOWING RULES

1. Object of the Conciliation Service

The object of the Conciliation Service shall be the settlement of any dispute or difference referred to the Association by a customer or a Member of the Association.

2. Application to Conciliation Service

All applications for the determination of any case shall be addressed to the VBRA at the address below at Section 6. A senior executive of the Association has full responsibility for the administration of the service.

3. Scope of the Service

(a) Any complaint or dispute must be made in writing within the guarantee period of completion of the work.

(b) The service will be restricted to disputes affecting Members of the Association.

4. Conciliation Service Procedure

(a) When a request is received from a customer or a Member of the Association, for conciliation, a questionnaire (to be completed) will be provided.

The complaint will then be referred, if necessary, to an independent examiner who shall endeavour to achieve a settlement based on the facts at his disposal and any examination of the vehicle as required. The report of the examiner shall be issued to both parties and copied to the Association._____

(b) Any failure to achieve settlement as a result of the report of the examiner can be referred for determination by an Arbitrator appointed by IDRS Ltd (independent dispute resolution service) and



assisted, where necessary, by any expert he may choose to have appointed. If requested by the customer, the Member shall agree to go to arbitration.

5. Cost of the Service

The parties in dispute shall each lodge with the Association a sum of monies equal to the costs of any independent third party charges. Upon a final decision, which will be based on the independent third party's report, this Association will refund monies paid to the party in whose favour the decision has been found.

6. Where to Complain

The Conciliation Department, Vehicle Builders and Repairers Association Ltd, 2-3 Allerton Road, Rugby, CV 23 0PA.

Appendix B

Arbitration Procedure

1. If it has not been possible to achieve conciliation, the remaining facility that the Association can offer both parties is that of independent arbitration. Arbitration under the auspices of the Association offers to both parties is an inexpensive means of resolving their dispute.
2. If the complainant elects to take the dispute to arbitration, both parties are obliged to follow the procedures of the scheme and to be bound by the Arbitrator's findings.
3. The complainant and the Member will be required to sign the arbitration agreement. The arbitration proceedings will be governed by the Arbitration Acts of 1950 – 1979, or similar subsequent legislation, in accordance with any amendments in force to these Acts at the time of signing the agreement and the terms of the Rules in force at that time (a copy of which can be provided).
4. A sole and independent Arbitrator will be appointed by IDRS Ltd. In all cases the Arbitrator may request the services of any expert he may choose to have appointed.
5. Neither the complainant nor the Member has the right to appear or to be represented at the hearing unless the Arbitrator so decides. The parties shall enter submissions in writing in the form of points of claim and points of defence, together with all supporting documents the parties think relevant.
6. After considering all relevant evidence, reports and documents the Arbitrator will make his award in writing to the Panel and copies will be provided to the Association and both parties. The Arbitrator's award including his directions regarding costs, are legally binding and enforceable by law.

NB. The Conciliation and Arbitration Procedures are conducted "at arm's length". The staff and office of the Association do not have facilities sufficient to deal with personal representation.