



1 Definitions

- “AGMA” means the Association of Greater Manchester Authorities.
- “AGMA Public Protection Committee” means the ten strong committee comprising of one elected member representative from each of the ten Greater Manchester local authority districts.
- “Assessment Criteria” means the standard assessment criteria against which the suitability of all applications are assessed and which is available on a separate document.
- “Mediation” means a formal meeting between the trader and the consumer facilitated by the Registering Authority to give the two parties an opportunity to resolve their dispute.
- “Registering Authority” means the Trading Standards Authority in whose area a business is located and through whom membership of the scheme by that business can be registered.
- “Scheme” means the Association of Greater Manchester Authorities Trading Standards Fair Play Charter Scheme for the retail motor trade.

2 Eligibility

- 2.1 The scheme is open to members of the retail motor trade (i.e sales, repairs, servicing, hire) who operate from trade premises situated in one of the ten Greater Manchester Local Authority districts. A separate application to join the scheme must be made by each individual trading outlet to its local Trading Standards Authority i.e Registering Authority.
- 2.2 Businesses who satisfy the scheme’s assessment criteria will be accepted onto the scheme. **This may be subject to the payment of an annual fee to cover the costs of administration.** Membership of the scheme, which is renewable annually, is subject to ongoing compliance with its terms and conditions, satisfactory annual assessment and to payment of the annual fee to the Registering Authority if applicable (the amount of which shall be assessed and fixed by the Registering Authority).
- 2.3 Applications from businesses wishing to join the scheme will be considered by an officer from the relevant Registering Authority under delegated powers. Where an application is rejected, the applicant will be advised in writing of the fact and of the reasons for the decision. He will also be advised of his right of appeal against the decision. A fresh application will not be considered until after the expiry of 6 months from the date on which the notice rejecting the application was served on the applicant.

2.4 Businesses who have received a notice rejecting their application will have the right to appeal against the decision within 7 days of the date on which the notice of rejection was served on them. Notification of intention to appeal will be sent to the Registering Authority. The applicant will be entitled to appear and make representations to a convened panel.

3 **Certificate and logo**

3.1 On joining the scheme, businesses will be issued with:-

- a a membership certificate for prominent display on their business premises.
- b a membership window display sticker.
- c a copy of the scheme logo.

The logo may be used:

- For display purposes on business premises.
- On business documentation.
- In advertising that business.

3.2 The logo must always be shown in its entirety, even when incorporated into other material.

3.3 The words “Trading Standards Approval” or “Trading Standards Approved” or any similar term shall not be used in any way in conjunction with the logo or with reference to membership of the scheme.

3.4 The certificate and logo remain the property of the Registering Authority and must, upon termination or revocation of membership, be returned to that Authority within seven days. The business shall immediately cease to use the logo or make reference to membership of the scheme on all its business stationary, advertisements and premises.

3.5 Membership does not provide immunity from inspection, or investigation, or from cautioning or prosecution for criminal offences.

4 **Termination/revocation/scheme amendment**

4.1 The Registering Authority reserves the right to:

- a Revoke the membership at any time of any business that it believes:
 - i is not abiding by its commitment to the scheme;
 - ii no longer satisfies the requirements of the assessment criteria;
 - iii has ceased trading, been made bankrupt or is in receivership; and
 - iv fails to pay the annual registration fee (if applicable).
- b Publicise the termination/revocation of membership.

- 4.2 The AGMA Public Protection Committee, with the agreement of all participating authorities, shall have the right to:
- a amend the terms and conditions of the scheme;
 - b terminate the scheme.

In the event of:

- v the terms and conditions of the scheme being amended; or
- vi the scheme being terminated.

The appropriate Registering Authorities shall be responsible for notifying members of such amendments or the decision to terminate the scheme

- 4.3 Membership of the scheme will automatically terminate upon a change of ownership of the business, except for a change in partner(s)/director(s). Where there is a change of partner(s)/director(s) or any other person having control of the business whether directly or indirectly, the business shall notify the Registering Authority in writing of such changes within seven working days and the suitability of the business to remain in the scheme will be assessed.
- 4.4 Where membership of the scheme has been revoked, that business will be advised in writing of the reasons for the decision and the right of appeal against the decision.
- 4.5 Where membership of the scheme has been revoked, that business will have the right to appeal against the decision. The appeal must be made in writing within seven days of the date on which the notice of revocation was served on the business and will be notified to the Registering Authority. The business will be entitled to appear and make representations, to an independent panel of representatives from other authorities.

5 **Commitment by Trading Standards**

- 5.1 To provide a fair and impartial service to both consumers and members of the scheme.
- 5.2 To provide a prompt response to requests from members of the scheme for information and/or advice on Trading Standards Law.
- 5.3 To provide reasonable assistance with the training of staff in relation to Trading Standards Law. Note –
- This service may be subject to a nominal charge.
- 5.4 To identify an initial contact within the Registering Authority for requests for advice and information.
- 5.5 To provide assistance in resolving customer complaints including mediation where the Registering Authority considers appropriate.

5.6 To monitor the operation of this scheme within their area and provide a written report of findings for individual members of the scheme following an inspection/assessment visit by the Registering Authority. (A minimum of one report per year to be produced).

6 Commitment by the member business

6.1 To ensure that all vehicles and other goods are supplied with good title and are of satisfactory quality, fit for their intended purpose and as described to the customer.

6.2 To provide, wherever possible, complete and accurate information to customers when diagnosing vehicle faults.

6.3 To provide customers with at least an estimate and wherever possible, with a quotation for repairs and servicing.

6.4 To advise customers what the acceptable methods of payment would be for the supply of any goods and/or services before transactions are commenced.

6.5 To obtain customers' permission to continue with work which is likely to exceed any agreed quotation/estimate by 10%.

6.6 To ensure that all services are provided with reasonable care and skill and without unnecessary delay.

6.7 To make parts which have been replaced during service or repair available for return to the customer (other than exchanged parts).

6.8 Not to commence work on a vehicle without the customer's prior agreement.

6.9 To advise customers whether or not servicing will be carried out in accordance with the manufacturer's recommended service schedule and in each case explain what the service will consist of.

6.10 To provide customers with an invoice detailing the work carried out and the parts/materials used

6.11 To fully honour a customer's statutory rights in the event of the supply of unsatisfactory goods or service.

6.12 To comply with all relevant criminal legislation including:

- i ensuring that all vehicles are roadworthy and correctly described;
- ii ensuring that other goods and services are correctly described;
- iii ensuring that all price indications and all credit information is complete, accurate and does not mislead;
- iv ensuring that the ownership particulars of the business are clearly displayed to customers.

6.13 To ensure that staff can demonstrate a suitable working knowledge of both the criminal law and civil law relevant to their role in the business.

- 6.14 To ensure odometer readings are effectively disclaimed when they cannot be verified.
- 6.15 To carry out an appropriate inspection of all vehicles prior to displaying them for sale and to show the results to the customer prior to the sale being agreed.
- 6.16 To make information relating to the history of vehicles available for customers to view and clearly indicate their availability.
- 6.17 To provide customers with a completed car sales order form detailing any part exchange allowance given when an agreement is made for the purchase of any motor vehicle.
- 6.18 To provide a clear explanation to customers of:
 - i any credit agreement used to finance a sale;
 - ii any guarantee / warranty provided with any vehicle or other goods.
- 6.19 To operate a customer complaints procedure. To deal with customer complaints promptly, fairly and in a courteous manner and to follow the schemes complaints/mediation policy.
- 6.20 In all dealings with customers, to comply with the “spirit” as well as the “letter” of the scheme and demonstrate fair trading practices.
- 6.21 To display on the business premises and make available copies of “the consumers guide” to the scheme and to ensure a copy is given to every customer upon completion of any contract to purchase a vehicle.
- 6.22 To operate suitable checking systems, appropriate to the size of the business, to ensure that the business's commitment to the scheme is being met in all respects.
- 6.23 To provide Trading Standards, upon request, with relevant information relating to the running of the business to monitor compliance with the scheme.
- 6.24 To advise the Registering Authority in writing of changes in ownership particulars of the business, including changes in partners or directors, within seven working days of that change.
- 6.25 To advise the appropriate Registering Authority of all criminal convictions/cautions involving fraud, dishonesty or breaches of Trading Standards legislation against the owner of the business or any other person having control over the operation of the business within 7 days of the conviction/caution
- 6.26 To nominate a person to be responsible for the operation of the scheme and to act as the contact for enquiries

7 Complaints/Medication Policy

- 7.1 Wherever possible, customers with civil complaints will be referred to the trader in the first instance.

- 7.2 Where a member of the scheme has not resolved a complaint to the customer's satisfaction, that member shall give written details of their position, if requested, within 7 days, to both the customer and the Registering Authority. The Registering Authority may mediate if it considers appropriate.
- 7.3 Where a customer feels that a member of the scheme is not dealing with their complaint quickly enough or where the complaint is a persistent problem, the customer may refer the complaint to the Registering Authority for mediation.
- 7.4 Where a Registering Authority mediate but no agreement can be reached, the member and customer will be advised of the various alternative remedies, including but not limited to arbitration and court action. In this event both parties will be advised to seek independent legal advice.

8 Right of access

The Registering Authority reserve the right, at any reasonable time, to audit any aspect of the systems in operation at businesses they have registered as members of the scheme. Those businesses will render all reasonable assistance to Trading Standards personnel during such audits.

9 Liability to customers

All members of the scheme are liable to their customers for any loss resulting from negligence or default of the business and its servants. In administering the scheme, the Registering Authority accepts no liability for any loss or damage which is claimed to have arisen out of any alleged failure or negligence on the part of any business registered on the scheme.