

INTRODUCTION

The Motorcycle Industry Association (MCIA) Code of Practice details a minimum standard of care and service that you can expect to receive when purchasing a new Powered Light Vehicle (PLV), including motorcycles, scooters and mopeds, from a manufacturer or importer that is a member of the MCIA.

The Association's Members are companies that care about both their own reputation and that of the motorcycle industry, have pride in their products and brands, and recognise the importance of providing you with the best possible experience, pre and post-sale.

These standards have been developed to offer you, the customer, peace of mind in the knowledge that in the unlikely event that there are any problems, they will be taken seriously and dealt with quickly and fairly, with access to an independent Alternative Dispute Resolution (ADR) service* if necessary.

The MCIA is satisfied that this Code of Practice is sufficiently comprehensive and that manufacturing members will stand by their obligations, enabling you to buy their products with complete confidence.

DEFINITIONS

- **MCIA (Motor Cycle Industry Association)** - a trade association that represents the majority of UK Manufacturers and Importers (see www.mcia.co.uk).
- **PLV (Powered Light Vehicle)** - also referred to under EU regulations as L-Category Vehicles. Includes motorcycles, scooters and mopeds.
- **Manufacturer** - includes manufacturers, importers and wholesale distributors of motorcycles who are Members of the MCIA.
- **Dealer** - retailers appointed by MCIA Members to sell and service the Manufacturer's new PLVs.
- **Member** - motorcycle Manufacturer and /or Importer Members of the MCIA.
- **ADR (Alternative Dispute Resolution)** - process where an independent and impartial 3rd party considers evidence and makes a decision, offers a view and helps the parties to come to an agreement.

CODE OF PRACTICE FOR NEW MOTORCYCLES

The Code of Practice sets out the expectations for the sale and supply of new PLVs and the support provided to you.

It gives assurance that:

- Vehicles have received the proper safety checks, are fit for purpose and match the expectations set through pre-sale advertising.
- Manufacturers will meet their obligations as detailed in this document.
- If a dispute should occur, there is a complaints process and if necessary access to a CTSI Certified Alternative Dispute Resolution (ADR) service* offering independent conciliation.

The Code of Practice covers:

- Advertising
- New PLV sales
- Warranty (also sometimes referred to as the "guarantee")
- Your responsibilities
- Complaints handling
- Conciliation and arbitration services

*ADR services provided by National Conciliation Service, 1st Floor, 2 Allerton Road, Rugby CV23 0PA (www.nationalconciliationservice.co.uk)

Please Note: The Code of Practice is in addition to your legal rights under English, Scottish and European Law.

ADVERTISING

Manufacturers will ensure that:

- a) All advertising which they produce complies with the codes and standards set by the Advertising Standards Authority and relevant broadcasting authorities.
- b) All advertising which they produce will respect all current national and European Union consumer protection legislation.
- c) Claims and descriptions in advertisements produced by the Manufacturers will be accurate and not misleading. When comparisons with other Manufacturers' models are made, they will be based on a similar set of criteria.
- d) Manufacturers will advertise full On The Road (OTR) prices which will include the following:
 - The recommended retail price of the vehicle
 - The cost of delivery to the dealer
 - The recommended cost of preparation and pre-delivery inspection
 - The recommended cost of a number plate
 - First registration fee**
 - 12 months road tax**
 - VAT**

Where an advertisement produced by a Manufacturer quotes the price of one model in the range but depicts another the Manufacturer should make this clear and the On The Road price of the model depicted will also be shown.

**Costs dictated by Government may be subject to change from time to time. If a Manufacturer chooses not to include taxation elements within the OTR price, it will be clearly stated.

Please Note: Manufacturers' should make it clear that Dealers are not obliged to follow recommended prices and that the overall price advertised by Dealers may vary from those advertised by the Manufacturers. Customers are advised to check what is included in the Dealer price.

NEW VEHICLE SALES

Manufacturers' will ensure that when supplying you with a new PLV:

- a) It meets their obligations under the Consumer Regulation Act 2015 and its subsequent amendments.
- b) That the PLV is of satisfactory quality and is fit for the purpose.
- c) It is fit for purpose, correctly assembled and ready to use and receives a pre-delivery inspection (PDI) in accordance with the Manufacturer's recommendations. You may wish to ask the Dealer for a copy of the PDI check list when completed.

The handbook relating to the model of motorcycle being sold is provided to the Dealer so that the Dealer can make this available to you at the time of sale, and for a reasonable length of time afterwards.

WARRANTIES

Warranties offer a simple and straightforward way for faults to be corrected at little or no cost. Warranties are governed by the Consumer Regulation Act 2015. Manufacturers' warranties set out in plain English the contents of the warranty and the details for making a claim.

The key elements of warranties and, if applicable, any free extensions to warranties will be drawn to your attention in the documentation. This includes details of what is and is not covered and any geographical scope of the warranties.

The identification of the warranty provider and the address to which you can make a claim will be made clear in the documentation. The different types of warranty and significant differences between them should also be explained to you in the relevant documentation. If you have any questions, please ask your Dealer.

YOUR RESPONSIBILITIES

The owner's manual will advise of the simple maintenance items that should be completed by you. In addition, PTWs require regular servicing, and therefore you have a responsibility to ensure that your vehicle is properly serviced, according to the Manufacturer's schedule, and have any work under warranty carried out by approved Dealers. It is also extremely important that you cooperate with any advice given by your Dealer, for example in the event of a Manufacturer's recall.

HANDLING OF COMPLAINTS

A key benefit of buying your new motorcycle from an MCIA Member (and their Dealer network) is in regard to the handling of complaints.

Effective and immediate action will be taken to achieve a just and prompt resolution of a complaint. In order to achieve this we offer the following suggestions:

- Your initial complaint should be made in writing, either by letter or email (as documentation may be needed if Conciliation or Arbitration becomes necessary) to the Dealer Principal/Chief Executive of the supplying Dealer (with whom you have the contract of sale).
- If you are unable to resolve your complaint to your satisfaction with the Dealer, you should refer the matter to the Manufacturer of the PTW in writing.
- If you are still not satisfied with the outcome, you may contact the ADR provider:

National Conciliation Service
PO Box 6562, Rugby CV21 9QP
Register a claim at www.nationalconciliationservice.co.uk

Should your complaint have been raised on your behalf by a third party (e.g. Citizens Advice), full cooperation will be given to that body. If appropriate, reasonable efforts will be made to re-establish direct communication between yourself and the other parties to the complaint in order to reach a satisfactory and fair conclusion.

All Members will give full cooperation while your complaint is being investigated.

Where Conciliation has failed the MCIA has agreed to organise a low cost independent Arbitration agreement which will be through an Independent Panel of Arbitrators. Details of the Arbitration arrangements can be found in Appendix 1. You also have the option of taking your claim to the Courts. However, if you choose Arbitration, the award of the Arbitrator is enforceable in law on all parties.

Please Note: Code of Practice applies to the purchase of new PTWs only—members of the Motorcycle Retail Association operate a separate Code of Practice for second hand motorcycles, component parts and accessories (see www.rmif.co.uk)