

INTRODUCTION

The Motor cycle Industry Association (**MCIA**) Buy with Confidence Code of Practice details the minimum standards of customer service that you, as a buyer, can expect when purchasing a new vehicle that has been manufactured or imported by a company that is a member of MCIA.

The MCIA's members are companies that take great care about their reputation, brand, customer experience and the wider reputation of the sector.

This Code of Practice has been established to set out the minimum standards of service that MCIA members have agreed to deliver to the buyer of their products.

The MCIA is satisfied that this Code of Practice is sufficiently comprehensive however, MCIA does not play a role in adjudicating or mediating on complaints. In the unlikely event that a product or service complaint is not dealt with by an MCIA member quickly and fairly, MCIA's role is to refer each case to the independent Alternative Dispute Resolution (ADR) service* (if considered necessary).

DEFINITIONS

- **Powered Light Vehicle or PLV** - also referred to under EU regulations as L-Category Vehicles and includes mopeds, motorcycles, tricycles and quadricycles.
- **Manufacturer** - a manufacturer, importer or distributor of Power Light Vehicles who is a Member of MCIA.
- **Retailer** – a retailer that is appointed by the Manufacturer to sell and service the Manufacturer's new PLVs.
- **Member** – a member of the MCIA, as shown in the member list available at www.mcia.co.uk.

CODE OF PRACTICE FOR NEW MOTORCYCLES

This Code of Practice sets out the expectations for the sale and supply of new whole Powered Light Vehicles by Members and the support that you can expect a Member to provide to you.

By being a Member, and thereby agreeing to comply with this Code of Practice, the Manufacturer gives you assurance that:

- Powered Light Vehicles manufactured or imported by the Member have received a full pre-delivery inspection and are therefore fit for use on the road (first use).
- Powered Light Vehicles manufactured or imported by the Member are supplied as per the Retailer / customer contract of sale / purchase
- Manufacturers will meet their obligations in accordance with the warranty offered with the vehicle.
- If a dispute should occur in relation to the supply of a Powered Light Vehicle that cannot be resolved, you will be offered access to a CTSI Certified Alternative Dispute Resolution (ADR) service* offering independent mediation services.

The Code of Practice covers:

- Marketing & Marketing Materials
- Manufacturer's Warranty
- Your responsibilities as a customer
- 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 applicable law.

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Registered Office address as above. Registered in England No 1113282. VAT No. GB 273 4195 50

ADVERTISING

Manufacturers shall 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 UK legal requirements including consumer protection legislation.

Please Note: Manufacturers recommended retail price may vary from those provided by the retailer. The retailer is not obliged to follow recommended prices and that the overall price advertised by the retailer may vary from those advertised by the Manufacturer. The customer is advised to check what is included in the on the road price being advertised by the Retailer.

NEW VEHICLE SALES

Manufacturers will ensure that when supplying you with a new Powered Light Vehicle:

- a) The Manufacturer (and the Retailer) shall meet their obligations under all applicable consumer protection legislation including the Consumer Rights Act 2015 and any subsequent amendments.
- b) The vehicle has undergone a full pre-delivery inspection (PDi) in accordance with the Manufacturer's recommendations.
- c) All documents relating to the vehicle (handbook) and sale will be provided to you at the point of handover.
- d) A copy of the pre-delivery inspection documentation must be made available to you if requested by you.

WARRANTIES

Manufacturer Vehicle Warranties are provided with most new vehicles. These warranties are governed under UK law by the Consumer Rights Act 2015 and other applicable law. Manufacturers' warranties set out in plain English the contents of the warranty and the details for making a claim. Warranties vary from manufacturer to manufacturer and therefore you are urged to speak with the Retailer should you have any questions regarding the scope and conditions of cover.

YOUR RESPONSIBILITIES

The owner's manual will advise of the simple maintenance items that should be completed by you. In addition, as with all vehicles, they require regular servicing and maintenance, therefore you have a responsibility to ensure that your vehicle is properly serviced and maintained in accordance with the Manufacturer's schedules and conditions set out in the warranty. It is also extremely important that you cooperate with any advice given to you by your Retailer in terms of servicing, maintenance and where the vehicle manufacturer has instigated recall be it safety or other.

HANDLING OF COMPLAINTS

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

Effective and immediate action should be taken to achieve a just and prompt resolution to a complaint. We would recommend that in the first instance, you make every effort to resolve your complaint with your supplying Retailer. Be reminded, the contract of purchase is with the Retailer, not the Manufacturer directly. In the event you feel your complaint is not being handled correctly or resolved, you should then contact the Manufacturer's customer services department here the UK. You should contact the Manufacturer by post, email or other method as may be made available by the Manufacturer setting out the nature of your complaint attaching all correspondence between yourself

and the Retailer. The Manufacturer will respond within a reasonable timeframe contacting both you and the supplying Retailer (or the Retailer handling the compliant).

MCIA do not offer adjudication or mediation in any complaint (and shall not have any obligation to investigate or respond to any complaint or dispute between you and any Manufacturer or Retailer) but will refer you to the Alternative Dispute Resolution Service in the event a satisfactory outcome cannot be reached. This service is provided by:

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

Alternative Dispute Resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. However, it is optional. If you do not want to use the Alternative Dispute Resolution Service, or you are not satisfied with the outcome, you may be able to bring a claim against the Retailer or the Manufacturer in the courts.

STATUS OF THIS CODE OF PRACTICE AND MCIA'S OBLIGATIONS

This Buy with Confidence Code of Practice sets out the minimum standards that can be expected of a Member when it sells new Powered Light Vehicles to consumers, whether directly or via a Retailer. This Code of Practice does not limit or replace any other legal rights that you may have against the Manufacturer or Retailer under any applicable law, including under the Consumer Rights Act 2015. For further information in respect of your legal rights please visit the Citizens Advice website www.citizensadvice.org.uk

Furthermore, this Code of Practice is not intended to create any legal relationship between MCIA and you, and is not intended to impose any legal obligation or liability on MCIA. In the event of any breach or failure of any Manufacturer to comply with this Code of Practice (or any other breach or failure of any Manufacturer or Retailer in respect of your purchase of a Powered Light Vehicle), your recourse shall be against the Manufacturer or Retailer, and not MCIA.

Please also note that this Code of Practice applies to the purchase of brand-new Powered Light Vehicles only (i.e. where you are the first registered keeper and legal owner). It does not apply to the purchase of used or second-hand vehicles, even if sold by a Retailer.