

# Motorcycle Industry Association

## Code of Practice



### 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 motorcycle, scooter or moped 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.

### MCIA Code of Practice for new motorcycles

**The Code of Practice sets out the expectations for the sale and supply of new motorcycles, scooters or mopeds (collectively referred to as motorcycles) and the support provided to you.**

**It gives assurance to you that:**

- Motorcycles 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:**

1. Advertising
2. New Motorcycle Sales
3. Warranty (also sometimes referred to as the "guarantee")
4. Your Responsibilities
5. Complaints Handling
6. Conciliation and Arbitration Services

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

### Definitions

- **MCIA (Motorcycle Industry Association)** - a trade association that represents the majority of UK Manufacturers and Importers (see [www.mcia.co.uk](http://www.mcia.co.uk)).
- **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 motorcycles.
- **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 or helps the parties to come to an agreement.

\* For more information on the MCIA visit [www.mcia.co.uk](http://www.mcia.co.uk).

\*\* ADR services provided by The National Conciliation Service, First Floor, 2 Allerton Road, Rugby CV22 0PA

**Please Note:** Code of Practice applies to the purchase of new motorcycles 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](http://www.rmif.co.uk)).





## 1. 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.

Manufacturers will advertise full On The Road (OTR) prices which will include the following:

- The recommended retail price of the motorcycle
- 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.

**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.

## 2. New Motorcycle Sales

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

- a It meets their obligations under the Consumer Regulation Act 2015 and its subsequent amendments.
- b That the motorcycle is of satisfactory quality and is fit for the purpose.
- c It is correctly assembled 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.
- d 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 of the motorcycle, and for a reasonable length of time afterwards.

## 3. 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.

## 4. Your Responsibilities

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**The owners manual will advise you of the simple maintenance items that should be completed by you.** In addition, motorcycles require regular servicing, and therefore you have a responsibility to ensure that your motorcycle 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.

## 5. Handling of Complaints

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**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 motorcycle in writing.
- If you are still not satisfied with the outcome, you may contact the National Conciliation Service; the ADR provider: **National Conciliation Service, First Floor, Allerton Road, Rugby, CV22 0PA. Telephone 01788 538317 Email contact@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.

# Appendix 1

## Procedure for Complaints, Conciliation and Arbitration

**1. Initial complaint to motorcycle dealer**

Matter resolved?

Yes

No

**2. Escalation to manufacturer**

Matter resolved?

Yes

No

**3. Refer to NCS**

Matter resolved?

Yes

No

**4. Arbitration**

**(a) Submission of Application for Arbitration with Registration Fee**

**(b) Appointment of an Arbitrator**

**(c) Arbitrator Investigates and Makes Award**

**Legally Binding Conclusion**

End

1. In the first instance you should make a complaint at the earliest opportunity to the Dealer that you bought the motorcycle from. Please note that your contractual relationship is with the Dealer and not the Manufacturer.

The complaint should be in writing (email or letter) and addressed to the Dealer Principal/Chief Executive.

2. If the matter is not resolved to your satisfaction you should write to the Manufacturer of the motorcycle.

3. If attempts to reach a satisfactory conclusion still fail, you can contact the National Conciliation Service (NCS), who are impartial and certified by the CTSI to provide ADR services (contact details below).

If you decide to proceed you will be asked to confirm you have followed points 1 and 2 above and to complete a form and return it to NCS. All complaints referred to the NCS within a reasonable time of the cause for complaint arising will be considered.

NCS will forward your completed form to the Manufacturer of the motorcycle. The Manufacturer may choose to reinvestigate and will liaise with you directly, or will confirm a deadlock position has been reached. In the event of a deadlock position, NCS can refer the matter to a conciliator (the ADR service).

4. If you have still been unable to resolve your complaint through conciliation you can go to Arbitration. You will be informed how the Arbitration procedure works, and that the result is binding on both parties who must enter into an Arbitration arrangement. **Please note that you do not have to follow this procedure and are free to pursue your rights through the Courts if you prefer.**

**(a)** Both parties to the Arbitration will be asked to pay any applicable registration fee. When the Arbitrator makes his/her award, it will be decided whether the registration fee should be returned to the successful party.

The NCS will organise the Arbitration hearing, and you will also be asked to sign an Application for Arbitration that must be returned with the registration fee.

In order to keep costs as low as possible, the Arbitration will normally rely solely on documents. In these cases, none of the parties to the dispute may be present nor may they be represented by any other person.

**(b)** The NCS will submit to the Independent Panel of Arbitrators all the documentary evidence in its possession that it considers relevant to the case. The Independent Panel of Arbitrators will advise of the written evidence they have available on which it will base its judgment and invite further evidence which is considered relevant.

The Chairman of the Independent Panel of Arbitrators will appoint a single Arbitrator ("the Arbitrator") and will make all the necessary arrangements for the Arbitration to be conducted as speedily as possible.

**(c)** The Arbitrator may decide to conduct an Arbitration hearing and the parties may then attend to present their evidence. Legal representation may only be employed if the Arbitrator directs.

The Arbitrator has the power to direct any party to provide him/her and the other party(ies) any additional documents or information he/she considers to be relevant.

The award of the Arbitrator will be published in writing to the parties to the dispute.

The award of the Arbitrator is binding on the parties and enforceable in the Courts.

**To refer a complaint to the Alternative Dispute Resolution Service, please contact:**

**National Conciliation Service, First Floor, Allerton Road, Rugby, CV22 0PA. Telephone 01788 538317, Email [contact@nationalconciliationservice.co.uk](mailto:contact@nationalconciliationservice.co.uk). Web: [www.nationalconciliationservice.co.uk](http://www.nationalconciliationservice.co.uk)**