



# **A CODE OF PRACTICE FOR THE MOTOR INDUSTRY IN JERSEY**

***A Code drawn up by the Jersey Motor Trades Federation***

## **INTRODUCTION**

This Code of Practice has been drawn up by the Jersey Motor Trades Federation to govern the conduct of motor dealers in relation to the supply of new and used cars, petrol, parts and accessories and car servicing and repair, and embodies principles which have been observed by the majority of traders in the industry for many years. It will, moreover, be brought up to date from time to time as the occasion demands.

This Code is based on the Code of Conduct drawn up for the motor industry in the United Kingdom by the Retail Motor Industry Federation, The Society of Motor Manufacturers and Traders and the Scottish Motor Trades Federation in consultation with the Director General of the Office of Fair Trading.

The principles set out are not intended to interpret, qualify or supplement the law of the land and are not intended to be applied to non-customer (i.e. trade) sales.

The Federation regards it as a duty laid on its members that they will accept this Code in its entirety. A customer who feels dissatisfied with the treatment he has received from a Federation member can submit his grievance to the conciliation and advisory service operated by the Federation.

It should not be overlooked that the customer also has his part to play. It is only by co-operating fully with those who sell and service motor vehicles that he can obtain the maximum benefit from his purchase. In particular, by maintaining his vehicle in accordance with the manufacturer's instructions and giving as much information as possible to anyone servicing it, he can ensure that he gets the best possible use out of his vehicle, and problems with it reduced to a minimum.

Within this Code the term 'manufacturer' is taken to include concessionaire or importer, the term 'dealer' is taken to include retail dealer, distributor or supplier of goods or services and the terms 'vehicle' and 'car' are assumed to apply to cars, vans, trucks, motorcycles or any other motor vehicle unless specifically identified.

For the purposes of brevity, the organisations known as the Society of Motor Manufacturers and Traders, the Retail Motor Industry Federation and the Jersey Motor Trades Federation are referred to throughout this document in initial form, i.e. SMMT, RMIF and JMTF respectively.

## **1. NEW CAR SALES**

- 1.1 Dealers must bear in mind that while the Sale of Goods Act as enacted in the United Kingdom does not apply in Jersey, they have a responsibility under common law to ensure that the goods they sell are of merchantable quality, fit for the purpose for which they are intended and conform to the relevant parts of the Road Traffic Acts in force at the time of sale. Statements, whether oral or in writing, which are in apparent conflict with this principle must be avoided.
- 1.2 Manufacturers relying on dealers to carry out a standard Pre-Delivery Inspection provide the dealer with a standard check list for the particular model and a copy of this P.D.I. check list should be made available to the customer.
- 1.3 The dealer should ensure that the vehicle is delivered in a clean condition and that any P.D.I. check required by the manufacturer has been properly carried out. Each vehicle must conform fully to all legislation affecting its construction, use and maintenance. This paragraph does not affect any legal responsibilities which may be placed on manufacturers and users to ensure this.
- 1.4 The benefit and limitations of any treatment over and above that already provided by the manufacturer which is recommended by the dealer in order to inhibit the growth of rust or other corrosion should be explained to the customer.
- 1.5 Order forms are intended to help both parties to the contract by spelling out the terms and conditions on which business is being done. Such terms and conditions must be fair and reasonable and set out clearly, together with a statement of the circumstances under which the order can be cancelled. It is the responsibility of the vendor to draw the specific attention of the customer to the terms contained in any contract since it should not be assumed that any contract is binding only because the customer has signed it.
- 1.6 All documents must be clearly legible.
- 1.7 Order forms must contain details of all charges additional to the vehicle price so that the customer may understand clearly the total price he has to pay to put the vehicle on the road.

- 1.8 Dealers should ensure that the manufacturer's handbook relating to the model of vehicle being sold is available to the customer at the time of sale of the vehicle and for a reasonable length of time thereafter.
- 1.9 The terms of the manufacturers' warranty(ies) should be drawn to the attention of the customer and any relevant document published by the manufacturer must be handed over to the customer.
- 1.10 In the event of a customer wishing to purchase the vehicle by way of a hire purchase agreement or any other form of deferred payment or leasing arrangement, the dealer, whether he is acting as agent for a finance organisation or not, must ensure that the customer is fully aware of all the terms of the agreement, all rates of interest being charged, the total purchase price of the vehicle including interest payments and any other details relevant to the operation of the agreement.

In the event of a complaint arising from a customer's unawareness of any aspect of the agreement and where it can be shown that the dealer was negligent in this respect, this shall be regarded as a violation of this Code of Practice and the Executive Council may take such action as it thinks fit against the dealer concerned.

## **2. CAR MANUFACTURERS' WARRANTIES (OR GUARANTEES, HEREAFTER CALLED WARRANTIES)**

- 2.1 A manufacturer's warranty is a means for the customer to have faults of manufacture appearing within certain times (or before the vehicle has completed a certain mileage) put right at little or no cost to the customer without the need for him to pursue his legal rights against the vendor.
- 2.2 The warranty must not adversely affect the customer's rights in common law and must include a statement advising the consumer that it is in addition to any other remedies he may have under the contract of sale.
- 2.3 Members of the JMTF are not obliged to provide a loan car or make a contribution towards hiring charges (nor is there an automatic right to a loan car or a contribution towards hiring charges) in circumstances where a customer's own car is off the road for repair under a Manufacturer's warranty. Whether there is any such right will depend on the normal legal rules relating to damages.
- 2.4 The terms of a manufacturer's warranty must be easily understandable particularly in relation to any items specifically included or excluded from its provisions. Dealers must be able to advise customers as to who is responsible and what to do if there is a problem regarding parts and accessories not covered by the manufacturer's warranty.
- 2.5 Manufacturers are expected to give clear advice (and under their Code of Practice as agreed with the SMMT are obliged to do so) to their dealers as to the circumstances in

which a loan car or contribution towards hiring charges should be provided. Such guidance should take full account of the legal position and should be made available to customers on request.

- 2.6 Where a loan car is made available, this need merely be a reasonable alternative transport rather than an exact replacement for the car which is off the road.
- 2.7 The Codes of Practice of the SMMT and the RMIF set out the terms of Manufacturers' Warranties and these should be referred to in cases of doubt. In this Code, it is assumed that those terms covering Manufacturers' Warranties are incumbent upon those holding a manufacturer's franchise in Jersey.

### 3. **USED CAR SALES**

- 3.1 Used (pre-owned) motor vehicles must conform to legislation affecting the construction and use of motor vehicles as in being at the time the vehicle is offered for sale. Vehicles offered for sale must also comply with the terms of the Supply of Goods and Services (Jersey) Law 2009 which states that at the time of sale the vehicle must be of merchantable quality and fit for purpose.
- 3.2 It is an offence, under Jersey Law, to offer a vehicle for sale that is not in a roadworthy condition unless the vehicle is clearly offered for sale as being unroadworthy (e.g., for spares or for restoration) and the customer is advised that it is contrary to the law for the vehicle to be driven on a public highway.

Such advice should be given in writing at the time of sale, should form part of the conditions of sale and the customer's attention drawn specifically to it and under no circumstances should the vehicle be driven off the dealer's premises.

- 3.3 If a dealer sells a used car subject to a printed guarantee or warranty, that guarantee or warranty should not purport to take away or diminish any rights which the customer would otherwise enjoy in law. The warranty document should also include a statement advising the consumer that the warranty is offered in addition to his statutory or common law rights.
- 3.5 If a pre-printed guarantee or warranty is not used, then any specific promises which the dealer is willing to make in relation to the used vehicle should be set out in writing. However it should also be borne in mind that verbal contracts have the force of law in Jersey and any such verbal contract may not subsequently be changed if put into writing without invalidating that contract.
- 3.6 It is incumbent upon JMTF members that all used cars offered for sale (other than for scrap, salvage or for reconditioning) should be subject to a pre-sale inspection and that a copy of the schedule of that inspection should be available to the customer if requested.

Facilities for independent professional inspection of a vehicle offered for sale must be provided whenever a customer requests this. However the dealer is not expected to withdraw the vehicle in question from general availability for sale until the customer commits a firm contract of purchase.

- 3.7 All descriptions, whether used in advertisements or in negotiations regarding the sale of used cars, must be honest and truthful. Terms which are likely to be misunderstood by the customer and which are not capable of exact definition should be avoided.
- 3.8 Copies of relevant written information provided by previous owners regarding the history of the vehicle should be made available to the prospective buyer. This may include service records, repair invoices, inspection reports, handbooks and copy of warranty as applicable.
- 3.9 Reasonable steps should be taken to verify the recorded mileage of a used vehicle. Where there are any doubts regarding the possible validity of the odometer reading, JMTF members must, in their own interest, display a disclaimer notice on the vehicle. Unless the dealer is satisfied that the quoted mileage of a used vehicle is accurate, such mileage should not be quoted in advertisements, discussions or negotiations or in any documents relating to the sale of the vehicle.
- 3.10 It is recommended that the dealer should record the odometer reading at every stage of handling a used vehicle which has been used on the road (e.g. at the time of purchase, at the time of any workshop work on the vehicle and at the time of resale).
- 3.10 All vehicles sold on behalf of clients must be clearly marked and advertised as such. All terms and conditions relating to the sale must be stated.
- 3.11 Under the terms of the Supply of Goods and Services (Jersey) Law 2009, referring to merchantable quality and the fitness of purpose implicit in this Law, if a buyer examines the goods before a contract to purchase is made and that examination does not reveal defects which ought to be revealed, there is no condition of merchantable quality. It is no defence against an infringement of the above Law to ignore a defect just because the customer, in his examination, does not find it.

Further, it is incumbent upon members of the JMTF to adopt the practice whereby if such a defect were to render the vehicle to be in contradiction of the terms of that Law at the time of sale, such defect will be put right at the dealer's expense in terms of parts or labour regardless of the terms of the warranty provided that such time will only have elapsed that such a defect can be shown to have been present at the time of sale. In the event of there being a dispute as to the reasonableness of this time lapse, such dispute may be resolved by the Federation's arbitration procedure.

- 3.12 It is a matter of principle for members of the JMTF that where vehicles are sold 'caveat emptor' (let the buyer beware), such vehicles are sold on the basis of no warranty and the customer agreeing and signing a disclaimer to this effect. Dealers are reminded that, even under the terms of 'caveat emptor', no vehicle may be sold in an unroadworthy condition as defined by the relevant Road Traffic Law, except in the circumstances as defined in 3.2.
- 3.13 In the event of a customer wishing to purchase the vehicle by way of a hire purchase agreement or any other form of deferred payment or leasing arrangement, the dealer, whether he is acting as agent for a finance organisation or not, must ensure that the customer is fully aware of all the terms of the agreement, all rates of interest being charged, the total purchase price of the vehicle including interest payments and any other

details relevant to the operation of the agreement. In the event of a complaint arising from a customer's unawareness of any aspect of the agreement and where it can be shown that the dealer was negligent in this respect, this shall be regarded as a violation of this Code of Practice and the Executive Council may take such action as it thinks fit against the dealer concerned. The Jersey Motor Trades Federation is a signatory to the Code of Practice for Consumer Lending.

#### **4. REPLACEMENT OF PARTS & ACCESSORIES**

- 4.1 Dealers must bear in mind that in selling goods to consumers that, although the UK Sale of Goods Act and Trades Descriptions Act do not apply to the Channel Islands, that lack does not deprive the customer of any rights under the Supply of Goods and Services (Jersey) Law 2009 or common law or any other relevant legislation that any item purchased shall be of merchantable quality and fit for the purpose for which it is required.

Any statement in apparent conflict with this requirement must be avoided.

Further it is incumbent upon members of the Jersey Motor Trades Federation in their dealings to act entirely within the spirit of that legislation.

- 4.2 Whenever goods are offered for sale a clear indication of the cash price must be available to the customer. Customers should also be informed of any special charges or conditions in relation to the supply of any goods at the time of sale.
- 4.3 Terms must not be used in advertisements if they are likely to be misunderstood by the customer or if they are not capable of exact definition.
- 4.4 A dealer must not display any notices or make any statement which might mislead a customer about his legal rights in relation to the purchase of faulty equipment.
- 4.5 Discounts or special terms offered must be based on fair comparisons. Such discounts or offers should be based on either the dealer's own previous price or a manufacturer's published recommended price. Misleading price offers relating, for example, to 'worth...', 'value...', 'up to... off', 'trade sale', etc. should be avoided.
- 4.6 Where there are special offers or promotions, any restrictions which are attached to those offers must be clearly stated.

#### **5. REPAIRS & SERVICING (EXCLUDING WORK CARRIED OUT UNDER A MANUFACTURER'S WARRANTY)**

- 5.1 Under the Code of Practice operated by the members of the SMMT, members of that body accept a responsibility for ensuring the reasonable availability of spare parts throughout

the distribution chain. Thus spare parts should be readily available from the time that a new vehicle is offered for sale. Manufacturers should indicate the minimum period for which functional and non-functional parts will remain available after production of a specific model has ceased.

- 5.2 Dealers will provide at least an estimate of the cost of labour and materials for all major repairs and manufacturers' recommended servicing when requested to do so by a customer, if necessary, in writing. A firm quotation should be offered wherever possible. It must also be made clear to the customer whether or not an estimate or quotation is being made. Quotations should always be in writing and must identify the dealer. It must be borne in mind that an estimate is a considered approximation of the likely cost involved whereas a quotation constitutes a firm price for which the work will be done. In either case the length of time the estimate or quotation will remain valid must be stated. If a charge is to be made for the preparation of an estimate or quotation then the customer must be advised before his instructions are accepted. Any dismantling costs which are necessary to arrive at such estimates or quotations should be notified to the customer in advance on the clear understanding whether or not such costs will be charged on an estimate or quotation which is refused. If, during the progress of any work, it appears that an estimate will be exceeded by a significant amount, then the customer must be notified and asked for permission to continue with the work.
- 5.3 Provision of a quotation should be treated with care and it should be understood by both parties that the acceptance of a quotation constitutes the basis of a legally enforceable contract binding on both sides.
- 5.4 Parts replaced during service or repair must be available for return to the customer until the customer has taken delivery of the vehicle unless a warranty claim is involved or unless the parts have to be submitted to the supplier because the replacement parts are being supplied on an exchange basis. Dealers should notify customers in advance of the work being done what the arrangements are with regard to the retention and disposal of parts replaced. Dealers are advised to identify by means of notices the periods for which they are prepared to keep displaced parts available to customers and customers' attention should be drawn to these notices.
- 5.5 Invoices should be clearly written or typed and give full details of the work carried out and materials used. Dates and recorded mileages should always be noted where applicable.
- 5.6 Dealers should exercise adequate care in protecting customers' cars and possessions while they are in their custody, and should not seek by disclaimers to avoid their legal liability for damage or loss. Dealers should carry adequate insurance cover for such legal liability.
- 5.7 Repairs must be guaranteed against failure due to workmanship for a specific mileage or time period. Dealers are advised to ensure that they are adequately insured against consequential loss claims arising from any such failure.
- 5.8 A dealer's rules as to the method of payment he will require on completion of the work should always be notified to the customer before the work is accepted. Dealers are reminded that it is unlawful to put a distraint on a customer's vehicle for non-payment of a

bill connected with that vehicle, unless the value of the bill approximates to the value of the vehicle. Only a court may impose a lien where the values are disproportionate.

- 5.9 When it is necessary to sub-contract work, the dealer will agree to be responsible for the quality of the sub-contractors' work. Any estimate given to the customer must include the sub-contracted work and in the event of any increase in the charge for the work, the principles in 5.2 apply.
- 5.10 While a dealer's contractual responsibility is limited to the exact terms of the customer's instructions or, for standard services, the schedule prepared by the manufacturer or other appropriate body or person, he should make it a general rule to advise the consumer of any defects which may become apparent as the work is being carried out, especially any defect which may render the vehicle unroadworthy.
- 5.11 In the event of a customer not approving work necessary to render the vehicle roadworthy, the customer must be advised in writing (for which a prescribed form exists) that he is accepting the vehicle knowing it to be in an unroadworthy condition and that if the vehicle is subsequently driven from the premises by its owner or his agent then the dealer has the right to notify the Driver & Vehicle Standards Department of the unroadworthiness of the vehicle.

## **6. ADVERTISING**

- 6.1 All advertising by dealers must comply with the codes and standards set by the Advertising Standards Authority, the British Code of Advertising Practice and the Independent Television Commission. In particular, references to credit facilities must conform to the appropriate legal requirements current at the time.
- 6.2 Advertisements must not contain any references to guarantees or warranties which would take away or diminish the rights of the customer such as they are, nor should they be worded as to be understood by the customer as doing so.
- 6.3 Advertisements should not contain the words 'guarantee' or 'warranty' unless the full terms of such undertakings, as well as the remedial action open to a customer, are either clearly set out in the advertisement or are available to the customer in writing at the point of sale or with the product.
- 6.4 Claims and descriptions in advertisements should not be misleading. In particular, any comparison with other models of different manufacturers should be based on a similar set of criteria and should not be presented in such a way as to confuse or mislead the customer.
- 6.5 If advertisements quote fuel consumption figures for a particular model of vehicle, the test method used to obtain these figures should be stated (ideally from the internationally approved test procedures). Where any comparative claims for fuel consumption are made with other vehicles, the criteria must be shown so that the customer is not confused or misled.



- 6.6 Any price quoted should be the price at which the customer can buy the goods advertised. If the price quoted does not exclude delivery charges (if appropriate), number plates, etc. such exclusions must be clearly specified.
- 6.7 In the description of used vehicles, terms likely to be misunderstood by the customer or which are not capable of exact definition should be avoided. For example, if the word 'reconditioned' is used, the nature of the reconditioning must be precisely explained.
- 6.8 In the description of a used vehicle, any year quoted must be either (a) the year of first use (b) the year of first registration (c) the last year that the vehicle complied with the manufacturer's specification of a model sold as new during that calendar year whichever is the earliest.
- 6.9 In statements referring to the number of previous owners of a vehicle it is not necessary to include ownership by a manufacturer, dealer or finance house unless the vehicle was used by them in the course of their business or for any private or pleasure purpose.
- 6.10 Where prices are shown in an advertisement, the price must relate to the model or models advertised and such phrases as 'Prices from xxx....', where the price quoted refers to a model not shown or mentioned should be avoided since this would be regarded as misleading unless the advertisement makes it clear what is being illustrated.
- 6.11 Discounts offered must be based on fair comparisons. Such discounts should be based either on the dealer's own previously published price or the manufacturer's recommended price. Price offers which use the phrases 'worth xxx...', 'value xxx...' or 'up to xxx... off' should not be used unless they are qualified and capable of substantiation.

## **7. HANDLING COMPLAINTS**

- 7.1 Dealers must ensure, as appropriate, that effective and immediate action is taken with a view to achieving a just settlement of a complaint. It is incumbent upon the dealer to ensure that the customer is aware of a complaints procedure and how that procedure should be invoked and that the customer has the right (under this Code) to refer the complaint to the Federation. Thus when a complaint cannot be resolved between the customer and dealer concerned, the customer should be advised to pursue the matter as detailed in Appendix I.
- 7.2 It is included within the Code of Practice followed by members of the SMMT that manufacturers must give every assistance to their dealers in handling complaints under warranty, or those in which the manufacturer is otherwise involved.
- 7.3 When complaints are raised through a third party (e.g., the Automobile Association, the Royal Automobile Club, a Trading Standards officer or the Citizen's Advice Bureau) willing guidance must be given to that body and every attempt should be made to re-establish direct communication with the complainant and to reach a satisfactory settlement with him.
- 7.4 It is incumbent upon members of the JMTF to give every assistance to the Federation and its nominated officer or executive Council member to investigate the complaint.

- 7.5 In the event of conciliation failing to resolve a dispute, this Federation operates its own arbitration service (as detailed in Appendix I) but in the event of such arbitration being unacceptable to either party, the Federation has agreed to co-operate in the operation of low cost arbitration arrangement which will be organised by the Chartered Institute of Arbitrators (Channel Islands Branch) subject to the terms outlined in Appendix I. Customers must also be advised that they also have the option of taking a claim to the courts.
- 7.6 The decision of the arbitrator is enforceable in law on all parties.

## **8. MONITORING**

- 8.1 As subscribers to this Code of Practice, members should ensure that the symbol of the Jersey Motor Trades Federation is clearly displayed for the information of customers as indicating adherence to this Code of Practice.
- 8.2 All dealers should maintain an analysis of justified complaints relating to any of the provisions of this Code of Practice and should take action, based on this information, to improve their service to the customer.
- 8.3 The Jersey Motor Trades Federation will analyse all complaints about the Code or matters referred to the Federation for conciliation or arbitration. The results of such analyses may be published as part of the President's annual report if such is appropriate.
- 8.4 The Code is designed to promote the highest standards of service among members of the Jersey Motor Trades Federation and as such should be made available to members of the public should they ask for it.
- 8.5 Any member who considers that the terms of the Code of Practice are no longer relevant should make such report to the Executive Council who shall examine the matter and decide whether or not the Code needs amendment. If such is the case, such amendment shall be discussed and approved by the membership at a general meeting of the Federation which may, if necessary, be called for the purpose under the general rules of the Federation. In the event of the membership approving a modification, that modification shall be made immediately and need not wait for the Federation's annual general meeting.
- 8.6 In the event of consumer legislation overtaking the terms of this Code of Practice, those terms affected, shall be modified as a matter of course to comply with the legislation and do not require the approval of the membership at a general meeting.
- 8.7 The purpose of this Code is to create a set of rules which will reinforce the public's confidence in dealing with members of the JMTF. The Code is designed to enhance the legal framework within which motor traders operate and it should be assumed that any legislation or proposed legislation affecting the trade will be incorporated into the Code as a matter of course and will not require the approval of the membership at a general meeting.
- 8.8. In the event of a Member being found to be in breach of the Code of Practice, the Executive Council shall consider whether or not that Member should continue as a member. In the event of a membership being terminated, those bodies that have an interest in the composition of the Federation's membership, e.g. Citizen's Advice

Bureau, Driver & Vehicle Standards Department and Trading Standards Department, or any other body as the Executive Council shall consider appropriate, shall be duly informed with, if the Executive Council so decides, the reasons for the termination of membership being disclosed. The Executive Council shall, at its discretion, publish its membership list from time to time and also, if deemed appropriate at the time, the names of companies and organisations whose membership of the Federation has ceased.

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## **APPENDIX I: COMPLAINTS AND ARBITRATION**

1. A customer who has a complaint about the quality of the goods or service to his vehicle should, in the first instance, refer it to the dealer concerned.
2. Such complaint should be addressed to a senior executive, a director, a partner or the proprietor.
3. If the complaint relates to the warranty on a new vehicle and the dealer is unable to resolve the matter, the customer should take his complaint direct to the manufacturer concerned.
4. If attempts to reach a satisfactory solution with the dealer fail, the customer has the right, under this Code, to refer his complaint, in writing, to the Complaints and Arbitration Panel of the Jersey Motor Trades Federation.

However this service is only available where the complaint is being made against a member. The Federation may advise the customer as to a course of action where the dealer is not a member of this Federation but the Federation itself is powerless to act on that customer's behalf.

- a) If the complaint refers to a manufacturer's warranty or is made against a dealer where the matter under question is the manufacturer's warranty, the address to write to is:

The Legal Department,  
Society of Motor Manufacturers and Traders,  
Forbes House,  
Halkin Street,  
London SW1X 7DS.

- b) if the complaint is against a dealer, for any other reason than above, the address to write to is:

The Complaints and Arbitration Panel,  
Jersey Motor Trades Federation,  
c/o 10 La Colline  
Queen's Road  
St Helier,  
Jersey JE2 3XW

5. Under the terms of this Code and the Code of Practice applied by the members of the Society of Motor Manufacturers and Traders, the appropriate trade Federation will use its best endeavours to try to resolve the complaint.
6. If the chairman of the Complaints and Arbitration Panel deems that a satisfactory solution cannot be reached, the Jersey Motor Trades Federation member will agree to go to arbitration except in those cases where the Executive Council of the Federation considers that it is unreasonable for the member to be required to do so.
7. Such initial arbitration shall be composed of a panel consisting of three persons; one from the motor trade, one from any representative consumer organisation (such as the Citizens Advice Bureau) and an independent chairman. It shall be a prerequisite of such an arbitration that both parties to the dispute agree to be bound by the findings of this particular panel.
8. Such a panel will invite each party to present its case and consider such case on its merits. Legal representation at such a panel meeting shall be at the absolute discretion of the panel chairman and his decision shall be binding on both parties and shall be a pre-condition of the panel meeting and arbitrating the case.
9. The decision of the Arbitration will be published in writing to the parties to the dispute.
10. In the event of such a panel being unacceptable to either party, the Chartered Institute of Arbitrators (Channel Islands Branch) shall be invited to appoint an Arbitrator.
11. Parties to arbitration will be asked to pay the registration fee laid down by the Chartered Institute of Arbitrators (Channel Islands Branch). Later, when the Arbitrator makes his award, he will consider whether the registration fee should be returned to the successful party.
12. In order to keep costs as low as possible, the arbitration will normally rely on documents. In these cases none of the parties to the dispute may be present, nor may they be represented by any other person.
13. The Jersey Motor Trades Federation will submit to the Chartered Institute of Arbitrators (Channel Islands Branch) all the documentary evidence in its possession that is considered relevant to the case. The Chartered Institute of Arbitrators (Channel Islands Branch) will advise the parties to the dispute of the written evidence available on which to base the judgement, and invite the parties to submit any further evidence which is considered relevant.
14. The Chairman of the Chartered Institute of Arbitrators (Channel Islands Branch) will appoint a single arbitrator and will make all the necessary arrangements for the arbitration to be conducted as speedily as possible.
15. In suitable cases, the Arbitrator has the right to conduct an oral arbitration, and the parties may then attend to present their personal evidence. Legal representation may only be employed if the Arbitrator so directs.
16. The Arbitrator will have the power to direct any party to provide to him and to the other party(ies) any additional document or information he considers to be relevant to the matter under dispute.
17. The decision of the Arbitrator will be published in writing to the parties to the dispute.
18. The decision of the Arbitrator is enforceable in the Courts by any party.

## **APPENDIX II: FORECOURT SAFETY**

In conjunction with the States of Jersey Fire Service, the Driver & Vehicle Standards Department, the State of Jersey Police, the Social Security Department and the fuel supply companies,

the JMTF has drawn up a series of guidelines for operators and employers which form an appendix to the Federation's Code of Practice.

1. All petroleum installations should in general conform to the guidelines indicated in the Health and Safety booklet HS(G) 41 Petrol Filling Stations: Construction and Operation and it is recommended that all members dispensing fuel obtain a copy.
2. Careful consideration should be given to the sale of any other product within the hazardous area.
3. Car sales areas should be clearly defined and not impede any part of the forecourt.
4. The delivery of fuel from a road tanker must be regarded as the most hazardous time on the forecourt. Supervision of this is essential in ensuring safety. A road tanker must also be able to be driven away from the site easily and without reversing. The road tanker position must be clearly identified.
5. Petrol pump nozzles are available which are capable of being separated under specific tension and being reconnected. It is recommended that as an additional aid to forecourt safety all members should consider the adoption for all forecourts. Further advices on this matter are available from the fuel supply companies.
6. All signage should be clear and in an unobstructed position, sufficient to be seen easily from all parts of the forecourt.
7. All hand fire fighting equipment should be changed to the 9 litre AFFF Multipurpose spray type, this type being regarded as more reliable for operation in external atmospheric conditions.
8. All staff operating within the petroleum station must be adequately trained in all aspects of supervision and maintenance of safety matters.
9. The following rules must be strictly applied by staff working on motor fuel sales:
  - NEVER dispense fuel with the vehicle's engine running
  - NEVER dispense fuel standing between the hose and the vehicle
  - NEVER leave a vehicle unattended while dispensing fuel
  - NEVER walk in front of a customer's vehicle
  - NEVER allow the driver to restart the vehicle until filling is completed and the filler cap is replaced
  - NEVER allow smoking on the forecourt
  - NEVER become complacent
  - NEVER forget you are dealing with dangerous substances
  - ALWAYS ensure that the driver has stopped the engine AND switched off the ignition
  - ALWAYS ensure that the driver has applied the vehicle's handbrake
  - ALWAYS replace pump hoses neatly in line with the pump
  - ALWAYS ensure safety equipment is in place before receiving fuel
  - ALWAYS ensure sand is spread over fuel spillages
  - ALWAYS ensure pump islands are clean and tidy

- ALWAYS ensure litter bins are emptied regularly
- ALWAYS ensure that ALL warning signs are clear, clean and visible
- REMEMBER to check fire extinguishers and sand buckets regularly
- REMEMBER to check safety and first aid equipment regularly
- REMEMBER safety procedures in the event of an emergency
- REMEMBER the locations of master-switches for power, fuel delivery, etc.

**The Jersey Motor Trades Federation**  
**c/o 10 La Colline**  
**Queen's Road**  
**St Helier**  
**Jersey JE2 3XW**

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JMTF 2015 (Amended 2009 & 2011)

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**FORM FOR THE RELEASE OF AN UNROADWORTHY MOTOR VEHICLE**

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I, .....of .....hereby agree that I have been advised by.....of.....of the defects to my vehicle J.....as listed below and that in the dealer's opinion such defects, unless corrected, may cause the vehicle to be unroadworthy under the terms of the Motor Vehicles (Construction & Use)(Jersey) Order 1998.

I accept therefore that having chosen not to authorise the necessary work to correct the defects to be carried out at this time, I am removing the vehicle from the dealer's premises entirely

on my own responsibility and that the dealer shall not be held liable for any subsequent incident that may occur as a result of my action.

I also acknowledge that, in accordance with the Code of Practice of the Jersey Motor Trades Federation, the dealer may inform the Driver & Vehicle Standards Department of my action in removing the vehicle knowing that it may be in an unroadworthy condition within the terms of the Order.

Defects:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Signed .....

Signed on behalf of the dealer.....

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