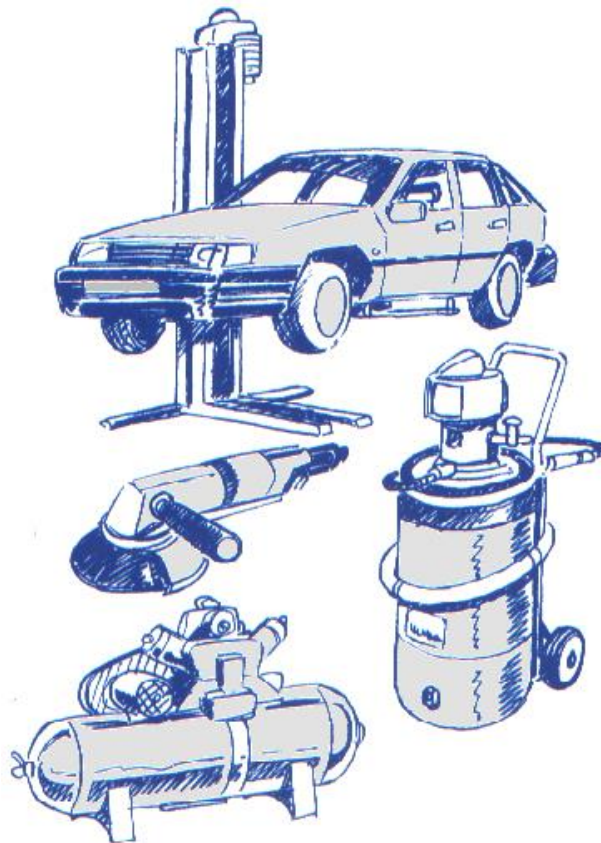


Mission Statement and Members' Code of Practice



**Code of Practice for the sale, installation, inspection
and servicing of Garage and Workshop Equipment**

Issue date March 2021



Introduction

The GEA Code of Practice ('the Code') confirms the undertakings made by members regarding the provision of goods and services. The Code sets out the standards our members will comply with regarding sales, installation, warranty, inspection, service, advertising and complaints handling.

Members agree to accept the Code in its entirety and to ensure that their direct employees, and any subcontractors employed by them, are aware of their responsibilities both under the Code, and any legal requirements.

The Code is not intended to qualify or supplement the law in any way.

We encourage the reproduction of this Code of Practice to member companies for distribution to their staff and to Customers; it is also available on the GEA website.

We will endeavour to promote good fellowship and friendly but active competition between member companies, to the ultimate benefit of the End User / Customer.

GEA Mission Statement:

Our aim is to act as a single focal point for our members, representing their interests within the Automotive Industry, and in liaison with other professional bodies and Government organisations.

By doing this we endeavour to maintain the standards of the Garage Equipment Industry, ensuring that our member's products and services are in accordance with National and European standards.

We continue to strive for the highest professional standards and will support and motivate our members to provide the best quality of product, customer service and aftercare.

Eighth Edition

Garage Equipment Association
2/3 Church Walk
Daventry
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NN11 4BL

Jan 2023



Section 1 - Definitions, general conditions and requirements

1:1 Definitions

Member

A member of the Association, who has agreed to abide by the Code of Good Practice.

Manufacturer

A member of the Association involved in the manufacture of equipment. This is also taken to include the official UK office of that manufacturer.

Associate members

A member of the Association other than a full member or manufacturer of equipment, associate members are normally connected to the industry by the supply of financing, insurance, technical or business publications / services.

Installer

A member of the Association responsible for installing equipment

Distributor

A member of the Association responsible for selling the equipment or service to the Customer, where the equipment manufacture and or installation or service is provided by a third party

Service

A member of the Association responsible for the Inspection, Repair, Routine Maintenance (RM), Calibration, or any other type of service.

Warranty

Any general or specific warranty given on the product or service provided.



Thorough Examination

A Statutory safety inspection carried out by a competent person.

Competent Person

A person that has the appropriate practical and theoretical knowledge and experience, of the equipment to be thoroughly examined, as will enable them to detect defects or weaknesses and to assess their importance in relation to the safety and continued use of the equipment.

GEA accredited.

This is a member's employee or approved sub-contractor who has demonstrated that they have the suitable technical skills and knowledge for the accreditation for which they have been awarded. They have been independently tested and assessed by the GEA and obtained above 70% pass rate on the assessment process implemented.

1:2 General conditions

The provision of Garage Equipment requires an understanding of the equipment and knowledge of its applications by the Supplier's sales staff; the installation, inspection, calibration and maintenance of such equipment requires a full understanding of, and expertise in, a variety of good engineering practices as well as comprehensive knowledge of the equipment itself. Including all relevant product, safety standards and installation requirements.

For the User to obtain maximum benefit from the capital outlay it is essential that the equipment required is correctly specified, installed and is subsequently maintained by specialists.

Members of the Garage Equipment Association provide this expertise and are specialists in providing a variety of services to the customer, e.g., assistance in the selection of equipment, advice on DVSA M.O.T. testing requirements and relevant legal standards, workshop planning, installation, safety inspection, calibration and maintenance.

All members are obliged, as a condition of membership, to observe this Code, which lays down the minimum standards acceptable to the Association. However, many member companies have their own specifications, which may be higher than those laid down in the Code. As it is the aim of this Code to promote high standards, the Association encourages members to exceed the minimum standards wherever possible and adopt 'best industry practice'.

The Association requires its members to meet all legislative obligations appertaining to any work they undertake.

The Association makes every effort to ensure that the information contained within this document is correct, however, it cannot be held responsible for any errors or omissions that create problems, which may arise from following the procedures and advice given in the Code.

All GEA members will ensure they maintain full insurance for Public Liability, Product Liability and Professional Indemnity where appropriate.



1:2:1 Advertising

Advertisements and sales literature produced by Members of the Association will not contain any items, which are likely to mislead. All advertisements and other publicity material will comply with the relevant legislation and regulations.

1:2:2 Warranty and Contracts

Nothing contained in this Code detracts from the Purchaser's statutory rights. Any extended warranties on all, or part/s, of a product must be specifically detailed in writing.

Terms of extended warranties or service contracts must be made available to Customers and expressed in plain and intelligible English. Any items or services specifically excluded from an extended warranty or service contract should be detailed in the document in a way that can be easily understood by the Purchaser.

The transfer of the unexpired portion of a warranty or contract can normally be transferred upon application but may be subject to a chargeable inspection.

1:2:3 Installations

GEA members employing installation engineers will work to the Code of Conduct for Engineers Working on Customer Premises, which is available from the GEA website and endeavour to have their engineers accredited by the GEA on a 3-yearly basis.

On completion of the installation, the Customer should be given a document confirming that the installation meets the manufacturer's installation requirements, and all relevant safety regulations, and should also indicate any exclusions for which the Supplier / Installer is not responsible e.g., All electrical work back from the isolator to the mains supply / any building works etc.

1:2:4 Health and Safety

All equipment supplied complies with the relevant standards and all inspection, service, installation and maintenance engineers are trained on their responsibility under Health and Safety legislation and are instructed to comply with all Customer site Health and Safety requirements.

Customers and Users are reminded that it is their responsibility under Health and Safety legislation to ensure all such legislation, particularly, PUWER, LOLER and Health & Safety Codes of Practice are complied with on their premises.



1:2:5 Quality

Members are encouraged to conform to the current Quality Management System standards and to adopt the practice of continual improvement, in all their activities.

1:2:6 Relevant Legislation

Members will comply with relevant legislation concerning the supply, installation, servicing and inspection of equipment.

1:2:7 Complaints

It is the GEA members' responsibility to ensure effective and prompt action is taken to try to ensure a just settlement of a complaint.

If the problem is not resolved the customer has the right to refer the complaint to the GEA who can arrange informal conciliation, if agreed, by both parties. Alternatively, the GEA are members of the Motor Industry Arbitration Service and negotiation through this service can be arranged if both parties wish.

See Appendix 'A' for details

1:2:8 General Requirements - All Equipment

(i) Sales

- 1.1 All descriptions of equipment or services will be honest and truthful and must clearly state if they are subject to any restrictions or qualifications.
- 1.2 Equipment offered for sale will be CE or UKCA certified and will comply with the Sale of Goods Act 1979, and subsequent amendments, and any other statutory requirements.
- 1.3 All price indications and credit information shall comply with legal requirements and shall be correct and not be misleading.
- 1.4 All advertisements shall meet the requirements of the (ASA) Advertising Standards Authority.
- 1.5 The Supplier's representative shall provide, at the time of sale, full details of any necessary site requirements and preparation work, and explain the responsibilities of those installing the equipment, and the User.
- 1.6 Where applicable, the Supplier's representative should make arrangements with all parties for the site to be ready in advance of the delivery of the equipment.
- 1.7 At the time of the equipment sale, the Supplier's representative shall make the User aware of the statutory requirements and the need to obtain any necessary Local Authority approval, or DVSA approval (for an MOT bay).

(ii) Installation & Service

- 1.8 All members offering installation and service must also follow the Code of Conduct for Engineers Working on Customer Premises, which is available from the GEA website.
- 1.9 It is the equipment Supplier's responsibility to provide the User with clear operating and maintenance instructions to enable the equipment to be operated correctly and safely, and, where necessary to offer the User training in the safe use of the equipment.
- 1.10 It is the Supplier's responsibility to make the User aware, in advance of an installation, of any details concerning site preparation that are required to enable the installation to be completed without delay, which must be in accordance with the Manufacturer's instructions and / or any other relevant authority's requirements. Details will normally include reference to the User's responsibility to carry out preparatory work and the provisioning of any building, plumbing or electrical contractors. Where manual assistance is required on site, this must be clearly specified. In order to ensure that the User is made aware of all these details a 'Site Ready Form' must be completed by the User and made available to the supplier and they and / or the installing company should also provide a method statement to indicate how the works are to be carried out safely.
- 1.11 Where compressed air equipment is to be installed Users must be made fully aware of their responsibilities under the relevant regulations, particularly the Pressure Systems Safety Regulations and the Environmental Protection Act, and any subsequent amendments, in particular, the need for a written scheme of the Pressure System to be prepared, with regular safety inspections by a competent person.
- 1.12 The positioning of the equipment is important because of safety, legislation, efficient use, access for maintenance and utilisation of space requirements.
- 1.13 Certain items of equipment can be easily damaged, if misused (e.g., external leads, cables and probes) and expense can result from such misuse or abuse. The User needs to be advised that all his operators should be made aware of this.
- 1.14 All Manufacturers' literature, Operating Instructions, Parts Lists, Certificates etc., supplied with the equipment, must be passed to the User, or their representative, on completion of the installation.
- 1.15 Simple regular routine maintenance requirements (daily, weekly, monthly), as specified by the Manufacturer, should be explained to the User so that this work can be carried out by the User's own staff.
- 1.16 In the situation where equipment is installed on a site, which is not yet fully operational, it is the Suppliers responsibility to instruct the installer (whether their own staff or a subcontractor) that they must take steps to ensure that the equipment is incapable of being operated accidentally, prior to the full completion of the installation and all safety checks being carried out. This can be affected by the disconnection of any temporary power supply or an electrical lock-off on the isolator.

Every effort must be made to inform the User that a further visit may be required, when the site finally becomes operational, for the final commissioning of the equipment.

- 1.17 Where legislation such as PUWER or LOLER requires regular safety inspection, maintenance and / or calibration to be carried out on the equipment, the User must be informed of this requirement.
- 1.18 The user must be made aware by the supplier / installation engineer of any training requirements (minimum qualifications etc) for using the equipment and that the owner must conduct their own HSE risk assessment on the operation of the equipment to ensure the operators remain safe.
- 1.19 The installation engineer(s) and any person assisting must at all times take reasonable precautions to avoid the possibility of an accident occurring. Such precautions will include the wearing of appropriate protective clothing, the use of scaffolding and suitable lifting equipment, where necessary, and making sure that the electricity supply is checked and then isolated before undertaking adjustments and is again checked on completion of the work.
- 1.20 If the installation is a vehicle lift or a pressure system, it must be thoroughly examined by a suitably accredited competent person before being put into use by the owner / operator.
Where a load test is required on a lift, a suitable weight / vehicle should be made available, (either by the customer or pre-arranged with the supplier) to the maximum design load, supported by a traceable weighbridge load test certificate.



Appendix 'A' - GEA Motor Industry Conciliation Service

Resolving Disputes

Most disputes between the Supplier and the User can be readily settled at local level by mutual understanding and consent. However, in more serious cases the matter can be raised with the Association who will do everything possible to resolve the matter.

The Association subscribes to the Code of Practice for the Motor Industry, whose other subscribers are:

Society of Motor Manufacturers and Traders (SMMT)
Retail Motor Industry Federation (RMI)
Scottish Motor Trade Association (SMTA)

All members of the GEA are obliged to observe the Code of Practice of the Motor Industry wherever it shall apply. Appendix 1 of the Code provides for an independent conciliation and arbitration service, which can be utilized if required.

For more information or a copy of the Code please contact the following:

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