

MTA Repairer Warranty

1. What does the MTA Repairer Warranty mean?

The MTA Repairer Warranty:

- gives customers confidence in the soundness of repairs carried out by MTA repairers
- is given at no extra cost to customer
- means that the MTA repairer will remedy any defects (subject to the exclusions set out below) that arise in a repair during the period that the MTA Repairer Warranty is valid (this may involve the MTA repairer covering the reasonable cost of parts and labour to remedy any defects)
- is valid for a qualifying repair, for the earlier of six months or 10,000km from the date of repair.

2. Exclusions

- Where the customer has requested a temporary repair, or where second-hand parts are used – whether supplied by the repairer or customer, limitations may be placed on the warranty. These will be advised by the repairer at the time the repair is carried out.
- The MTA Repairer Warranty does not apply if the:
 - motor vehicle to which the repair is made is used in an inappropriate manner that is considered not to be a normal use for that motor vehicle
 - vehicle has been modified so it no longer complies with the manufacturer's original specifications, after the repair has been completed
 - customer has further work carried out to the initial repair by another repairer without first obtaining the MTA repairer's approval.
- If the vehicle is used in any form of racing competition, the MTA Repairer Warranty no longer applies.
- If any of the exclusions apply then the MTA Repairer Warranty does not apply and is invalid.

3. Defining customer responsibilities

The customer must:

- ensure that the motor vehicle that has been repaired is not used in an inappropriate manner or used in any way that is considered 'not normal' use for that qualifying motor vehicle
- comply with the manufacturer's recommendations as to safety, maintenance and the operation of the motor vehicle that has been repaired
- contact the MTA repairer immediately should a defect arise.

4. Process for remedying defects

- In the event that the MTA Repairer Warranty is valid and applicable and none of the exclusions apply so as to invalidate the warranty, the MTA repairer may either carry out the remedial work themselves or nominate an MTA repairer to carry it out.
- If a defect arises in the motor vehicle that has been repaired the customer must immediately contact the MTA repairer. The customer cannot have the qualifying motor vehicle repaired elsewhere without prior consent of the original repairer. Failure to seek approval before the repairs commence will invalidate the MTA Repairer Warranty.

- If the MTA repairer is located in excess of 50 kilometres from the customer's home the original MTA repairer will meet reasonable costs of transporting the vehicle.
- If dismantling is required to assess whether the MTA Repairer Warranty applies, the customer will be reimbursed if the claim is valid. This means that the customer must initially authorise and pay for any dismantling and fault diagnosis.
- Where work is carried out by any MTA repairer, other than the original MTA repairer, the customer, having obtained approval of the original MTA repairer, must submit complete invoices to the original MTA repairer which detail repairs, parts and labour together with any outwork.

5. If the warranty is disputed?

- In the event that the applicability of the MTA Repairer Warranty is disputed or the customer is not satisfied with a repair, either party can contact the MTA Mediation Centre to outline the nature of the dispute.
- If it is not clear whether the MTA Repairer Warranty applies, or a customer is not satisfied with the repair, or the matter is complicated, the complaint will be considered by a panel appointed by MTA's CEO. The panel will consider all legislation relating to the dispute.
- If the panel concludes that the MTA Repairer Warranty applies, then the repairer must honour the MTA Repairer Warranty. If the repairer fails to do so then their MTA membership will be reviewed by the Board of Directors.

Note – the MTA Repairer Warranty in no way removes the customer's rights in terms of the Consumer Guarantees Act 1993.