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Date: **05 02 2026**
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Reference: **Your right to service**
In reference to: **Frequently asked questions**
Dated: **05 02 2026**
Handling: **Web page**

Dear Mr/Mrs/Miss/Dr/Prof.

Subject: **TYPE THE SUBJECT TITLE HERE**

This correspondence in reference to your right to service.

1. *What does the law state regarding my right to service my vehicle at a workshop of my own preference?*
2. *Can Toyota penalize me on trade-in value for not servicing with them, even if the independent workshop exclusively uses Toyota OEM parts, maintains meticulous service records with photographic evidence of all work performed, and follows Toyota's recommended service schedule to the letter?*

In South Africa, since July 2021, the law explicitly protects your right to service your vehicle at any workshop of your choice—even during the warranty period. Toyota (or any manufacturer) cannot penalize you, void your warranty, or reduce your trade-in value simply because you didn't service at their dealership, provided the service schedule is followed and quality standards are met.

Key Legal Framework.

- **Competition Commission Guidelines (effective 1 July 2021):**
 - Motorists may service their vehicles at **independent service providers (ISPs)** without voiding warranties.
 - This applies to **all cars sold before and after July 2021**, even if they came with embedded service/maintenance plans.
 - Manufacturers cannot restrict access to parts, tools, or technical information to force dealer-only servicing.
- **Consumer Protection & Right to Repair:**

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- You can demand transparency, approval before extra charges, and the return of replaced parts.
- Accredited workshops (e.g., RMI/MIWA members) are recognized as capable of maintaining warranties.

Conditions You Must Meet.

To ensure your warranty and resale/trade-in value remain intact:

- **OEM or equivalent parts** must be used (your workshop already does this).
- **Service schedule** must match Toyota's official intervals.
- **Detailed records** (invoices, service reports, photos) should be kept—your meticulous documentation strengthens your position.
- **Competent workshop accreditation** (RMI/MIWA or similar) adds credibility and legal protection.

What Toyota Cannot Do.

- **Void your warranty** solely because you serviced outside their dealership.
- **Penalize trade-in value** on that basis alone. Trade-in assessments must consider vehicle condition, mileage, and service history—not workshop choice.
- **Restrict parts or technical data** to independent workshops.

Practical Risks & Tips.

- **Dealer bias:** Some dealerships may *try* to undervalue trade-ins serviced elsewhere. You can challenge this by presenting your full service record and citing the Competition Commission guidelines.
- **Resale perception:** Private buyers may prefer “dealer-stamped” books, but your detailed photographic records and OEM parts usage often outweigh this concern.
- **Legal recourse:** If Toyota or a dealer penalizes you, you can escalate to the **Competition Commission** or the **Motor Industry Ombudsman of South Africa (MIOSA)**.

Quick Comparison.

Aspect	Dealer Service	Independent Workshop (OEM parts, full records)
Warranty validity	Protected	Protected under law since July 2021
Trade-in value impact	Neutral	Neutral (cannot legally penalize)
Cost	Higher	It might be more or less depending on time spend.
Transparency	Limited	Full control, can request parts back
Legal protection	Standard	Explicit

Yours faithfully,

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