

# CODE OF CONDUCT

# Commercial vehicle & minibus



**British Vehicle Rental and Leasing Association**

# Contents

**Introduction** 3

**Principles** 4

## **Core Standards** 5

### Statutory controls and regulations 5

Maintenance and safety 5  
 Operator licence checks 5  
 Pricing, policies and charges 6  
 Driving licences 6  
 Record keeping 6  
 Safety of loads 6  
 Drivers' hours/tachographs 6  
 Ancillary equipment 6  
 Garages 7  
 Staff training 7  
 BVRLA Code of Conduct 7

### Pre- and post-rental procedures 8

Pre- and post-rental transactions 8  
 Vehicles returned within office hours 9  
 Vehicles returned out of office hours 9  
 End-of-rental charges 10

### Before signing a lease 11

Pre-contract information 11  
 Contracts and quotations 11  
 Contract documentation 11

Total mileage and excess mileage 12  
 Vehicle Excise Duty and  
 MOT/Annual Test 12

### Support during the lease 13

After-sales customer support 13  
 Vehicle maintenance 13  
 Early or voluntary termination  
 of contract 14  
 Contract extension 14

### End-of-contract process 15

Advising the customer of any charges 16  
 Disputes 16

## **Good practice for members** 17

Vehicle suitability 17  
 Vehicle handover 17  
 Safety of loads 18  
 Towing trailers 18  
 Heavy goods vehicles (HGVs)  
 and minibuses 19  
 Insurance 19  
 Customer advice 19

**Complaint handling** 20

**Conciliation Service** 21

**Commercial Vehicle & Minibus Charter** 23

## Introduction

**The BVRLA is the UK trade body for companies engaged in the rental, leasing and fleet management of cars and commercial vehicles for both consumers and corporate users.**

This Code of Conduct sets out the standards the BVRLA expects its members to achieve in all aspects of the renting or leasing of commercial vehicles.

BVRLA membership assures the customer that they should expect the highest levels of professionalism and integrity when using a BVRLA member.

The BVRLA promotes ethical trading, clear pricing, transparent terms and conditions, and high-quality vehicles and customer service. This Code sets out the standards that its members shall comply with regarding:

- ⦿ principles for members
- ⦿ good practice for members
- ⦿ complaint handling

The BVRLA monitors adherence to the Code by its members. This governance covers vehicles, branches, vehicle inspection records and customer service standards. Members must also participate in the BVRLA Conciliation Service, which provides a channel for members and their customers to help resolve disputes.

Adherence to this Code of Conduct is a condition of membership and breaches will result in action being taken. Serious breaches may result in expulsion from the BVRLA.

## Principles

**BVRLA members agree to abide by the following principles:**

- 1** To provide safe and roadworthy vehicles and equipment, which, as a minimum, will be maintained in accordance with the law and manufacturers' servicing guidance.
- 2** To provide clear pricing for all products and services sold via any sales channel, printed or digital, which promotes a member's products.
- 3** Not to misrepresent any information about their products or services.
- 4** To behave at all times with integrity and ensure that any agents working on their behalf also follow the standards set out in this Code of Conduct.
- 5** To understand and comply with all rules and regulations relating to the service or product provided.
- 6** To provide customers with the advice they need to make an informed choice.
- 7** To operate from an established place of business that is maintained to a professional standard.
- 8** Not to use any advertising material containing misleading or inaccurate statements.
- 9** To comply with the codes and standards set by the regulators.
- 10** To display the BVRLA logo.
- 11** To ensure that employees are adequately trained to a standard at least as high as that provided by the BVRLA's accredited training programmes.
- 12** To resolve customer complaints according to the standards set out in this Code of Conduct.

## Core Standards

The following core standards apply to all BVRLA members' transactions involving commercial vehicles and minibuses provided for rental or leasing (including the provision of maintenance services for commercial vehicles and minibuses).

### **Statutory controls and regulations**

Members must comply with all relevant legislation. Members must, where applicable, hold all necessary licences and certifications to trade lawfully and be able to present these to customers as and when requested.

### **Maintenance and safety**

Members will adhere to manufacturers' recommended maintenance and servicing arrangements, ensuring that all vehicles are safe and roadworthy before each rental or lease. Customers will be responsible for leased vehicles' roadworthiness.

In addition to the manufacturers' recommended routine maintenance, all members should make arrangements for their vehicles, trailers and any ancillary equipment to be subject to a routine documented inspection programme and follow Operator ('O') licensing or Public Service Vehicle (PSV) licensing standards. Further details can be found in the *Guide to Maintaining Roadworthiness* produced by the Driver and Vehicle Standards Agency (DVSA).

Members will train their staff to be competent to maintain and inspect their vehicles to the standard required.

### **Operator licence checks**

Members providing vehicles that are within the scope of operator licensing regulations should consider, where appropriate, the benefits of ensuring that the customer has a valid O Licence in place at the beginning of the contract.

If a vehicle is being kept for longer than 28 days, members should remind affected customers of the importance of informing the Traffic Commissioner that they wish to add a hired vehicle to their operating licence.

## Core Standards (continued)

### Pricing, policies and charges

Members should provide clear and transparent details of pricing, fuel/ battery policies and any excess mileage charges.

### Driving licences

Members should ensure their staff are familiar with the different categories of driving licence and which vehicles those categories entitle licence-holders to drive.

### Record keeping

Members should ensure that inspection records and records of driver-reported defects for vehicles and trailers are kept for at least 15 months and are available to customers, the BVRLA and the DVSA as and when requested.

Records can be kept electronically for maintenance purposes; *A Guide to the Use of Maintenance Software and Computer Storage of Maintenance Records*, produced by the DVSA, can be downloaded from the UK government's GOV.UK website.

### Safety of loads

Members should be familiar with the recommendations of the *Code of Practice: Safety of Loads on Vehicles*, produced by the Department for Transport. It can be downloaded from the GOV.UK website.

### Drivers' hours/tachographs

Members should inform customers of the importance of observing drivers' hours and using a tachograph, where appropriate. Rental customers should be reminded that tachograph data must be locked-in with a company card to prevent personal data being shared.

### Ancillary equipment

If ancillary equipment is provided, customers should be informed of any maintenance or documentation it requires. For example: customers need a safety certificate in order to operate tail lifts. Where appropriate, members should also explain how ancillary equipment is operated.

Continued on page 7

**Core Standards** (continued)

**Garages**

Members will ensure that the garages they use provide services of a standard required to assure compliance with this Code of Conduct.

**Staff training**

Members will ensure that staff and agencies are trained to the BVRLA minimum standard of the Code of Conduct, customer services and the Fair Wear & Tear standard for leased vehicles.

**BVRLA Code of Conduct**

Members should inform the customer of the existence of the BVRLA Code of Conduct and how copies of this document can be obtained.



Continued on page 8

Core Standards (continued)

**Pre- and post-rental procedures**

**Pre- and post-rental transactions**

If a member representative is not in attendance before the rental, van sharing, unattended delivery or fast-track service, the member will instruct the customer to carry out visual checks on the condition of the vehicle and fuel levels immediately before and after the rental takes place. The visual check should ensure the vehicle is safe to operate.

The customer must be given clear instructions on how to confirm and record the condition of the vehicle and any damage to the vehicle, together with any other details, such as fuel level, odometer readings, accessories and battery charge indicator. Such records should be signed by the customer and clearly indicate the date and time the inspection was undertaken.

The levels of any other fluids required in the vehicle, such as AdBlue, should be noted.

Customers should be given clear instructions on how to notify the rental company as soon as practicable if the vehicle does not match its condition report.

Continued on page 9

## Core Standards (continued)

### Vehicles returned within office hours

Unless agreed otherwise, the member must ensure that a representative is available to carry out a vehicle inspection, with the customer present, at the end of the rental. Any damage or missing items not previously recorded on the pre-rental inspection report must be noted and signed for by both parties on all the copies of the report.

If the customer confirms that they do not wish to wait for an inspection, chooses to return the vehicle unattended, or arranges an unattended collection, they must be made aware that they will be liable for any damage subsequently found but not noted on the pre-rental inspection report.

If a member representative is not in attendance at a vehicle return, as with van sharing, fast-track service or meet-and-greet site, the member will instruct the customer on how to report any new damage.

### Vehicles returned out of office hours

Customers permitted to return vehicles outside normal opening hours must be provided with clear procedures for doing so. They should be advised to park the vehicle in a safe location. The customer must be made aware that they remain responsible for the vehicle and any post-rental damage or parking offences until the rental station re-opens and the vehicle is checked-in. If the vehicle is returned to a car park operated by the rental company, signage should be displayed advising customers of their liability.

Continued on page 10

**Core Standards** (continued)

**End-of-rental charges**

The member must advise customers present at the post-rental inspection of any end-of-rental costs that may be payable, including damage charges. If the customer is not present at the post-rental inspection, the member will notify the customer of any charges within 10 days. The customer must be notified of these charges before they are debited from their previously agreed method of payment, as set out on the rental agreement.

Members will provide customers with clear justification for any end-of-rental charges that have been raised, together with summary details of how they have been calculated and when and how payment will be taken.

In order to justify any damage charges, the member will provide all necessary supporting documents, including the pre- and post-rental reports, photographic evidence of the damage and a repair estimate or quote from the damage rate matrix used. The member shall ensure that charges are assessed in a transparent and proportionate manner.

Some charges may arise after the rental agreement has been closed – parking or speeding fines and their related administrative fees, for example. In such cases the customer must be provided with supporting evidence and made aware of the amount before their nominated method of payment is charged.

Members will advise customers of the steps they should take if they wish to dispute the charges, including how to contact any relevant customer service department.

Continued on page 11

## Core Standards (continued)

### **Before signing a lease**

#### **Pre-contract information**

Members need to ensure they help customers understand the key features, benefits and costs of the lease and finance agreement before entering into it.

The customer should be made aware of any liabilities and charges, etc, including, where applicable: the vehicle return standards, excess mileage charges, implications of ending the agreement before the contract end date, making alterations to the vehicle, and any other costs associated with the choice of product selected.

#### **Contracts and quotations**

Members are required to provide customers with a clear contract for any products and services provided.

The member should provide written details of any circumstances under which the payments or vehicle specification might change before delivery of the vehicle to the customer.

The member should advise the customer, in advance, of the point at which they will be in breach of the leasing or finance agreement due to a late or incorrect (ie lower) payment and the implications of not keeping up with payments, ie vehicle repossession and/or court proceedings.

#### **Contract documentation**

Customers must be supplied with copies of all the contracts they enter into. Contracts may be supplied in printed or electronic formats. All variations to contracts must be signed for.

The customer's responsibilities, where applicable, regarding maintenance of the vehicle and the condition in which they are expected to return the vehicle at the end of the agreement, should be included in the contract.

Continued on page 12

## Core Standards (continued)

### Total mileage and excess mileage

Members will, where applicable, explain the total mileage that a customer can travel within the terms of the vehicle contract.

Members will, where applicable, explain their policy on:

- ⦿ any requirement to return the vehicle at an agreed mileage.
- ⦿ any circumstances relating to mileage which would require rewriting of the contract, and any charges associated with such contract rewriting.
- ⦿ details of any increase or decrease of permitted mileage during formal or informal contract extensions.
- ⦿ mechanisms for charging or allowing for over or under mileage at contract end or any other period during the contract.
- ⦿ any charges associated with excessive battery/fuel cell degradation due to fast charging or excess mileage at contract end.

### Vehicle Excise Duty and MOT/Annual Test

Where the member has responsibility for paying for the Vehicle Excise Duty (VED), they will ensure it is renewed in good time before the existing VED is due to expire.

Where a member is responsible for the MOT/Annual Test, they must ensure that there are procedures in place for an MOT/Annual Test to be completed prior to the end of the contract.

Continued on page 13

**Core Standards** (continued)

**Support during the lease**

**After-sales customer support**

Customers can expect members to deal with all after-sales issues professionally and fairly and acknowledge all queries within 14 working days. For example, handling requests for early termination, contract rescheduling (where available), and all other aspects of after-sales care, including responding to complaints and queries.

**Vehicle maintenance**

Where a member is contractually responsible for servicing and maintaining the vehicle supplied, they must ensure that maintenance is carried out in line with regulatory and manufacturers' guidelines and specifications, unless agreed otherwise with customers.

If the customer is contractually responsible for servicing and maintaining the vehicle, then the agreement should specify that this is to be carried out in line with regulatory and manufacturers' guidelines and specifications.

By meeting these obligations, members will demonstrate their commitment to delivering high standards that are set and regulated by a recognised industry trade body. In doing so they provide customers with the peace of mind of knowing that their vehicle has been well maintained and is safe to operate.

Continued on page 14

## Core Standards (continued)

### Early or voluntary termination of contract

Where applicable, leasing members will clearly define their policy regarding the early termination of a lease or finance agreement. Such a policy and relevant legal requirements may include:

- ⦿ charges for unreasonable wear and tear (and a clearly explained policy on acceptable return standards).
- ⦿ the recovery of loss of value.
- ⦿ the handling of maintenance payments and excess mileage charges.
- ⦿ any adjustments to finance charges.
- ⦿ the method of settlement in the event of the total loss of the leased vehicle, along with a date until which this is valid.

### Contract extension

Leasing members will, where applicable, define the policy in relation to:

- ⦿ any change to the services and payment to be provided in the event of a formal or informal extension of the lease or finance agreement.
- ⦿ circumstances in which the vehicle might be recovered by the member during any extension period.

Continued on page 15

## Core Standards (continued)

### **End-of-contract process**

Members must ensure, where appropriate, the following key steps are followed for the end-of-contract process:

#### **AT THE POINT OF COLLECTING/RETURNING THE VEHICLE**

- ⊙ A representative of the leasing member and the customer must check and agree on the vehicle's condition when the vehicle is collected from the customer.
- ⊙ All readily apparent vehicle damage will be noted and signed for by both parties on the collection sheet.
- ⊙ If, for whatever reason, a vehicle condition inspection is not possible, then this should be agreed in writing, with a clear explanation of the reason for non-inspection.
- ⊙ If the collection goes ahead but a full inspection cannot be completed – due to poor weather or the vehicle being very dirty, for example – a note of this should be made on the inspection form and signed for by the customer.
- ⊙ Members should ensure that, where appropriate, customers are informed that vehicles should be returned with a valid MOT/Annual Test.
- ⊙ The representative of the leasing member must ensure that the customer has been advised that after the vehicle has been collected it will undergo an inspection in line with the agreed fair wear and tear policy/return conditions and informed of any charges that may arise.

Continued on page 16

## Core Standards (continued)

### Advising the customer of any charges

If any charges are to be raised, once the vehicle has been fully inspected, this should be communicated to the customer no later than four weeks after the vehicle was collected.

The communication should include:

- ⦿ a summary breakdown of the charges
- ⦿ explanation of how the charges have been calculated
- ⦿ photographic/video or other such documentary evidence to help justify or support charges due
- ⦿ guidance on how the customer is able to raise any queries with the charge.

### Disputes

In the event of a dispute concerning the return condition of the vehicle, the customer will pay for an examination/review of the evidence by an independent, qualified inspector, ie an inspector who is unrelated to the original return inspection, as agreed by both parties. The inspector's decision will be binding on both the customer and the member. If the inspector's decision supports the customer, the leasing member will refund any reasonable cost of the examination/review to the customer.

## Good practice for members

The following areas are good practice that the BVRLA would like to promote and apply to all rental and leasing transactions involving commercial vehicles and minibuses (including the provision of maintenance services for commercial vehicles and minibuses).

### Vehicle suitability

It is good practice for members to provide a suitable vehicle for the requirements advised regarding its use by the customer. The customer is responsible for the safe operation of the vehicle whilst it is on rental or lease.

### Vehicle handover

Members should conduct a detailed vehicle handover before each rental. The handover should where appropriate, as a minimum, include:

- ⊙ overview of the basic operation of the vehicle, safety warning systems/devices and ancillary equipment
- ⊙ advice on refilling AdBlue/oil/fuel, etc
- ⊙ vehicle dimensions, including the height of the vehicle
- ⊙ payload and weight restrictions of the vehicle
- ⊙ security checks of the vehicle, conducted to reduce the risk of theft of goods from the vehicle and of the vehicle itself
- ⊙ what to do if the vehicle is issued with a prohibition, such as a safety notice from an enforcement body, and who at the hire/lease company should be informed
- ⊙ explanation of how to conduct a daily walkaround check and why it is important
- ⊙ what to do in the event of vehicle breakdown or accident
- ⊙ procedures for maintaining the vehicle and ancillary equipment, and how to conduct maintenance inspections
- ⊙ a review of previous safety inspections and a copy of the last inspection.

Continued on page 18

Good practice for members (continued)

Safety of loads

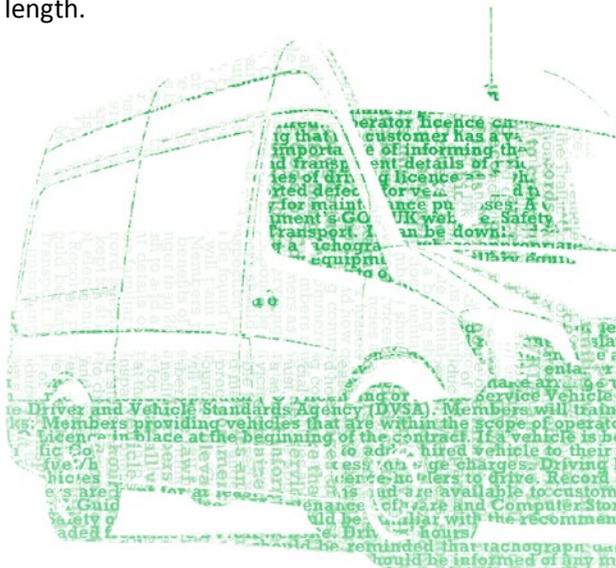
It is good practice for members to inform customers of the dangers of overloading the vehicle generally, or on individual axles, as well as the need to comply with all current legislation.

Towing trailers

Where a member is advised that a customer wishes to use a vehicle for towing and members have consented to this, good practice would be to pass the following information to the customer at vehicle handover:

- There is a requirement to observe the EU drivers' hours rules and use a tachograph if the gross vehicle weight of the vehicle and trailer exceed 3.5 tonnes.
- The vehicle must not exceed either its Gross Vehicle Weight (GVW) or Gross Train Weight (GTW).
- The dimensions of a trailer being towed by a vehicle with a GVW over 3.5 tonnes should not exceed 2.55 metres in width or 12 metres in length.

Care should be taken to ensure even distribution of loads to avoid overloading of individual axles.



Continued on page 19

Good practice for members (continued)

Heavy goods vehicles (HGVs) and minibuses

It is good practice, where appropriate, for members to provide customers using HGVs or minibuses with information on their operation, licensing requirements and drivers' hours.

Insurance

It is good practice at the beginning of a contract for a member to ensure that the customer has steps in place to update the Motor Insurance Database with all new vehicles added to their fleet and that the customer's/member's insurance is valid for the use and type of vehicle being rented or leased.

Customer advice

If requested, BVRLA members should provide customers with information regarding their rental/lease, applicable vehicle regulations and vehicle operation.



## Complaint handling

**Complaints should be resolved quickly and amicably.**

All staff should be aware of the company's complaint-handling procedures and staff dealing with complaints should respond swiftly, paying particular attention to:

- ⦿ advising customers of the complaints procedure, how to use it and what additional options are available to them.
- ⦿ treating complaints seriously and dealing with them in a positive and friendly manner.
- ⦿ issuing an acknowledgement of every complaint, regardless of how it is received, within five working days of receipt, with the objective of resolving the dispute within 30 working days. (Complaints of a technical nature may take longer to resolve.)
- ⦿ learning from all complaints and responding proactively to prevent similar incidents from occurring.
- ⦿ maintaining a complete record of all complaints.

The member shall provide the customer with details of their complaint procedure. If no agreement can be reached the member will provide information regarding alternative dispute resolution options, including the BVRLA's Conciliation Service.

## Conciliation Service

**Unresolved disputes may be referred to the BVRLA by either the customer or the member involved.**

Details should be submitted by email to: **complaint@bvrla.co.uk**

If the customer does not have access to email, details can be sent by post to:

**British Vehicle Rental and Leasing Association  
River Lodge, Badminton Court  
Amersham HP7 0DD**

The BVRLA will aim to resolve the matter using the information presented by both parties to the dispute. Any information requested from the member should be sent to the BVRLA within five working days. Based on the information available, the BVRLA will provide both parties with its findings and recommendations. The BVRLA aims to resolve complaints through the Conciliation Service within 30 days.

Members must comply with the Conciliation Service's findings.

### What is covered under the Conciliation Service?

The Conciliation Service will investigate potential breaches of this Code of Conduct, which sets out the standards the BVRLA expects from its members. The Conciliation Service can only look at matters that relate to disputes arising from the activities of BVRLA members.

Continued on page 22

## **Conciliation Service (continued)**

### **Refunds**

Where the Conciliation Service finds in favour of the customer, we will look to ensure that any unjustified charges incorrectly raised by the member are refunded in full. The service cannot adjudicate on the quantum of the amount charged, only on whether the charge was correctly raised.

### **Compensation**

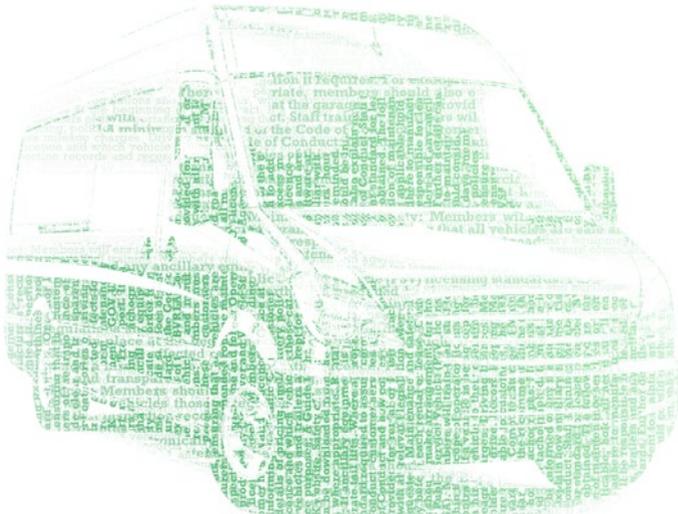
The Conciliation Service does not have any jurisdiction to award compensation payments.

### **No restriction of rights**

BVRLA members must comply with the rulings of the Conciliation Service. Use of the Conciliation Service does not restrict the rights of a complainant to pursue remedies through the courts.

### **Monitoring and compliance**

The BVRLA's continual monitoring and internal procedures are aimed at ensuring that members meet their obligation to comply with this Code of Conduct.



# Commercial Vehicle & Minibus Charter

**The BVRLA's Commercial Vehicle & Minibus Charter applies to all members offering commercial vehicle and minibus services and forms a brief summary of the specific terms found in this Code of Conduct.**

**As a member of the British Vehicle Rental and Leasing Association we pledge to provide for our customers:**

- ⦿ Safe and roadworthy vehicles.
- ⦿ A clear contract for the product or service we are providing, and a clear statement of any associated costs for our service.
- ⦿ Clear and transparent details of pricing, fuel/battery policies and any excess mileage charges.
- ⦿ Access to clear rental or lease terms and conditions prior to any transaction taking place.
- ⦿ A clear and accurate summary of the products and services sold, including a clear breakdown of the associated costs.
- ⦿ Efficient and professional handling of any pre-contract, during and after-sales requirements.
- ⦿ Commitment to the British Vehicle Rental and Leasing Association's Commercial Vehicle & Minibus Code of Conduct.
- ⦿ An effective complaints procedure with access to the Conciliation Service administered by the British Vehicle Rental and Leasing Association.

**British Vehicle Rental and Leasing Association Ltd**

River Lodge, Badminton Court, Amersham, Buckinghamshire HP7 0DD

**Tel** 01494 434747 **Fax** 01494 434499 **Email** [info@bvrla.co.uk](mailto:info@bvrla.co.uk) **Web** [www.bvrla.co.uk](http://www.bvrla.co.uk)