

# CODE <sup>OF</sup> CONDUCT

# Commercial vehicle & minibus

Updated January 2020



# Contents

<b>Introduction</b>	<b>3</b>
<b>Principles</b>	<b>4</b>
<b>Core Standards</b>	<b>6</b>
Statutory controls and regulations	6
Maintenance and safety	6
Operator licence checks	6
Pricing, policies and charges	7
Driving licences	7
Record keeping	7
Safety of loads	7
Drivers' hours / tacographs	7
Ancillary equipment	8
Garages	8
Security	8
Staff training	8
BVRLA Code of Conduct	9
Support during the lease	9
Vehicle maintenance	9
End-of-contract procedures	10
End-of-contract and restoration charges	10
The end-of-contract process	10
Disputes	11
<b>Good practice for members</b>	<b>12</b>
Vehicle suitability	12
Vehicle handover	12
Safety of loads	13
Towing trailers	13
Heavy goods vehicles and minibuses	13
Insurance	14
Customer advice	14
<b>Complaint handling</b>	<b>14</b>
<b>Dispute Resolution Service</b>	<b>15</b>
<b>Commercial Vehicle &amp; Minibus Charter</b>	<b>17</b>

## 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. It sits alongside the BVRLA Code of Conduct and Leasing and Fleet Management Code of Conduct and provides detail on the additional responsibilities on those companies in membership who rent or lease commercial vehicles and minibuses.

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;
- ⦿ vehicle security.

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 Dispute Resolution 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 and to observe, where appropriate, best practices/voluntary codes set by BVRLA or Government departments.
- 10** To ensure that staff are trained to recognise and report suspicious behaviour, support counter terrorist campaigns and to adhere to the Department for Transport's Rental Vehicle Security Scheme.
- 11** To display the BVRLA logo at their premises, on their company stationery and in their sales channels.

*Continued on page 5*

## Principles (continued)

- 12 To ensure that employees are adequately trained to a standard at least as high as that provided by the BVRLA's accredited training programmes.
- 13 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).

For ancillary equipment, members should be familiar with the Lifting Operations Equipment Regulations 1998 and the Provision and Use of Work Equipment Regulations 1998.

Members will train their staff to be competent to maintain and inspect their vehicles to the standard required as set out in the regulations and guidance above.

### **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.

*Continued on page 7*

## 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. Members should also ensure that if they undertake driver licence checks for rental customers, the driver licence number is recorded accurately on documentation and that photo ID is checked for accuracy.

### 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.

Continued on page 8

## Core Standards (continued)

### 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.

### Garages

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

### Security

RVSS - Members will ensure they adhere to the Rental Vehicle Security Scheme (RVSS) as set out by Department for Transport, this includes:

- ⦿ appoint a Recognised Security Contact (RSC) and (where practical) a deputy;
- ⦿ produce a security plan demonstrating compliance with RVSS;
- ⦿ when 'handing over' vehicles to customers, undertake driver licence verification checks;
- ⦿ train staff to identify and report suspicious behaviours and ensure understanding of the Data Protection Act;
- ⦿ support law enforcement counter terrorism and communications campaigns;
- ⦿ share data and information with law enforcement agencies where it can be done so lawfully and consistent with data protection requirements.

### 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.

Continued on page 9

## **Core Standards (continued)**

### **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.

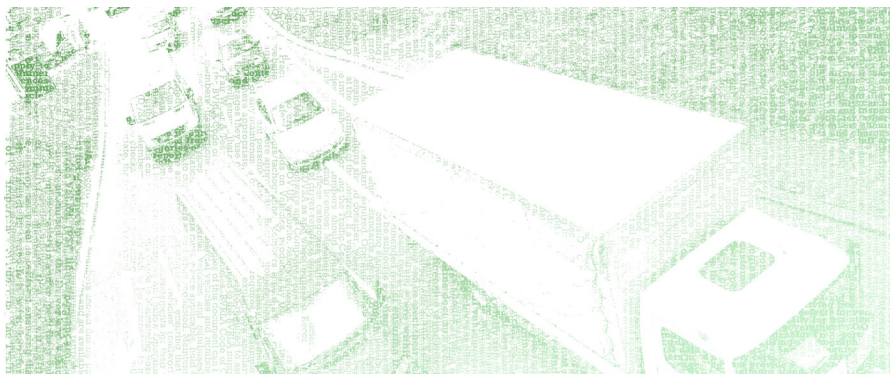
## **Support during the lease**

### **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.



## End-of-contract procedures

### End-of-contract and restoration charges

Before the end of the lease or finance agreement, members will clearly explain:

- ⊙ the end-of-lease vehicle return standard, including: vehicle condition, service and maintenance, vehicle accessories and MOT (if appropriate);
- ⊙ the vehicle collection process and inspection procedure;
- ⊙ the customer's rights relating to disputes over the vehicle collection process and inspection procedure.

Members will provide information, processes and standards to ensure the customer returns the vehicle with all required documentation and in the standard required by the member.

### The end-of-contract process

These key steps must be 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.

## End-of-contract procedures (continued)

- ⦿ 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.

### 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. Charges could include but are not limited to: excess mileage, damage, missing equipment and lack of servicing.

The following should be made available to the customer regarding damage charges:

- ⦿ a summary breakdown of the charges including the repair method/type;
- ⦿ photographic/video or other such documentary evidence to help justify or support charges due;
- ⦿ guidance on how the customer may 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. Private rental customers attending in person should be asked about their itinerary and intended use of the vehicle

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.

Continued on page 13

### **Good practice for members (continued)**

- ⦿ 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.

### **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.

### **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.

*Continued on page 14*

### Good practice for members (continued)

#### 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

## 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 including information regarding alternative dispute resolution options, such as the BVRLA's Dispute Resolution Service.

## Dispute Resolution Service

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

Details should be submitted online at <https://bvrla.co.uk/consumer-advice/making-a-complaint-adr.html>

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

**British Vehicle Rental & 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 Dispute Resolution Service within 30 days.

Members must comply with the Dispute Resolution Service's findings.

### **What is covered under the Dispute Resolution Service?**

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

## Dispute Resolution Service (continued)

### Refunds

Where the Dispute Resolution 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 Dispute Resolution Service does not have any jurisdiction to award compensation payments.

### No restriction of rights

BVRLA members must comply with the rulings of the Dispute Resolution Service. Use of the Dispute Resolution 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 & 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 & Leasing Association's Commercial Vehicle & Minibus Code of Conduct.
- ⦿ An effective complaints procedure with access to the Dispute Resolution Service administered by the British Vehicle Rental & Leasing Association.

## **British Vehicle Rental & Leasing Association**

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)