

# CODE OF CONDUCT

# Rental

Updated January 2020



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## 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 of 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:

- ⦿ reservation processes;
- ⦿ sales standards;
- ⦿ beginning and end of contract procedures;
- ⦿ 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 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 clear pricing for all products and services sold via any sales channels for which they are directly responsible, printed or digital, which promotes a member's products.
- 2** Not to misrepresent any information about their products or services.
- 3** 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.
- 4** To understand and comply with all rules and regulations relating to the service or product provided.
- 5** To provide customers with the advice they need to make an informed choice.
- 6** To operate from an established place of business that is maintained to a professional standard.
- 7** Not to use any advertising material containing misleading or inaccurate statements.
- 8** 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
- 9** 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.
- 10** To display the BVRLA logo at their premises, on their company stationery and in their sales channels.
- 11** To provide safe and roadworthy vehicles and equipment, which, as a minimum, will be maintained in accordance with the law and manufacturers' servicing guidance.

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## 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.

## Vehicle suitability, maintenance and safety

**Members should assess their customers' needs – number of passengers, luggage capacity, journey type, for example – and ensure that the most suitable vehicles are offered.**

All members will undertake to maintain, inspect and operate rental vehicles to at least the standard of the BVRLA's Inspection Programme. As part of this programme, members must permit the association or its appointed agent to carry out unannounced inspections of the vehicles available for immediate rent.

Members will adhere to manufacturers' recommended maintenance and servicing arrangements and ensure that all vehicles are safe and roadworthy before each rental.



## Motor vehicle insurance

**Unless agreed otherwise, all rental vehicles supplied to customers must at all times carry motor insurance provided by an authorised insurer to at least the following minimum levels:**

- ⦿ unlimited third party liability for bodily injury;
- ⦿ third party liability for property damage for a minimum of £1 million.

Before completing the booking process, members shall inform the customer of the customer's maximum financial responsibility if the vehicle is damaged or stolen whilst on rental, together with any exclusions that may apply. The customer should also be made aware of any waivers or excess reduction products that may be available and the costs, and any exclusions that may apply, before the booking process is completed.

### Customer's own motor insurance

If the member accepts the customer's own motor insurance cover, or the customer has their own excess reimbursement policy, then the customer should be made aware of their financial liability in the event of damage, theft or loss of the vehicle.

## 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.

## Reservation and booking information

Members will ensure that any sales channels for which they are directly responsible provide customers with clear information about all aspects of their rental, enabling them to make an informed choice.

### Vehicle information

Members must provide customers with a description of the category of vehicle being booked, including whether it is automatic or manual transmission and its maximum passenger or load capacity.

### Requirements of rental

The member is responsible for ensuring that the customer is made aware of any requirements they must fulfil in order to rent a vehicle. This could include specific identity documents required at the rental desk, minimum driving experience, age restrictions, holding a full valid driving licence, using particular methods of payment, or being required to pay a deposit on a credit or debit card.

### 'Drive away price'

Customers must be given a clear breakdown of what is included in the quoted price of their rental. Any additional mandatory charges, including location surcharges or taxes, must be confirmed to the customer at the start of the booking process.

Any one-way fee (sometimes applicable when a customer wants to return a vehicle to a different location) must be included in the total charge. If the customer has to pay any age-related surcharges, these must be made clear during the booking process.

Any cancellation fees should also be clearly outlined.

## Reservation and booking information (continued)

### Customer's liability

The member must explain the full extent of the customer's financial responsibility as it relates to damage, theft or loss of the rental vehicle or its keys while it is on hire. This amount should be the maximum amount payable by the customer, including, for example, administration fees, tax, loss of use or recovery charges (subject to the customer adhering to the rental agreement terms). The customer must be made aware of any exclusions in their coverage, such as windscreens and tyres or damage to the roof.

### Optional charges

Early in the booking process, the member should provide the customer with clear information, including costs, of all optional products that may be offered at the rental desk, including excess waivers, additional drivers, child seats, or a satellite navigation system. During the booking process the member must inform their customer of the fuel return policy and the different fuel options that may be available.

The member should make it clear to the customer if optional products reserved or requested during the booking process are not included in the quoted price.

### Method of payment

The member will inform the customer of all acceptable forms of payment. During the booking process the member must inform the customer if a non-cash deposit is payable, or if an amount is to be pre-authorised on their payment card, as this will reduce the customer's available credit.

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## **Reservation and booking information (continued)**

### **Terms and conditions of rental and booking**

The member must ensure that the terms and conditions are available to be read and accepted during the booking process. The terms and conditions must be available to download or details provided of how a copy can be obtained. They must be written in a clear way, avoiding industry jargon and acronyms (eg CDW, SC or FPO). Members must ensure relevant information from the terms and conditions is referenced throughout the reservation process, where appropriate.

### **Reservation confirmation**

At the end of the booking process, the member should provide the customer with confirmation of their reservation. This confirmation should include all the key information about the rental, such as the cost of the rental, including any mandatory charges and the cost of any pre-booked optional products, the customer's maximum financial liability, the category of vehicle booked, the period of hire, location details of collection and return, opening hours, and details of documents that must be presented.

### **Customer enquiries**

The member shall provide appropriate contact details to enable the customer to make pre- or post-rental enquiries. The member must provide the customer with information explaining how to make a complaint if they are dissatisfied with the service they receive, including how to access the BVRLA Dispute Resolution Service.

### **BVRLA Code of Conduct**

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

## At the start of the rental

### Rental agreement

Customers must always receive a copy of the agreement and the terms and conditions applicable to their rental at the rental desk. Where possible, the terms and conditions should be made available in the language in which the customer made the booking.

Members should take necessary steps to ensure that the customer reads and understands the relevant terms of the agreement, and help clarify any items as requested, before the agreement is entered into. All relevant facts should also be provided in a summary form for the customer.

The benefits of all optional products must be clearly explained so that the customer may make an informed choice regarding suitability and price. The member must ensure that the daily charge or method of calculation for any such charge is clear and prominent on the rental agreement. The member must ensure that the customer signs or initials their acceptance of all additional products purchased and their associated costs.

Members should provide customers with a vehicle breakdown assistance telephone number or out- of-hours customer support telephone number.

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**At the start of the rental (continued)**

**Fuel and battery charge policy**

Before the rental begins, the member must inform the customer of the fuel return policy, set out the different fuel options available, and explain how refuelling charges are calculated.

The member must offer the customer the option to refuel the vehicle so that it can be returned with the same level of fuel it had when the rental began.

The member must document the vehicle's fuel levels and mileage at both the start and end of the rental.

The member must make the customer aware of the type of fuel that should be used in the vehicle and this information should be clearly visible in at least two places, for example on the key fob, in-vehicle literature, rental agreement or fuel cap.

Where an electric vehicle is provided, the member must explain how to charge the battery, set out its policy on battery charging – such as whether or not 'fast charging' is permitted – and specify the acceptable charge level for the returned vehicle. The battery charge level should be agreed at both the start and end of the rental. The member must also explain the method by which any bill for recharging the vehicle after rental will be calculated

Where an electric vehicle or plug-in hybrid is provided by a car club, the customer should be made aware of any requirement to bring the car back with an agreed battery level and with enough power to be driven into the agreed return area.

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## At the start of the rental (continued)

### Customer's liability

The member must explain the full extent of the customer's financial responsibility as it relates to damage, theft or loss of the rental vehicle or its keys while it is on hire. This amount should be the maximum amount payable by the customer, including, for example, administration fees, tax, loss of use or recovery charges. The customer must be made aware of any exclusions in their coverage, such as windscreens and tyres or damage to the roof.

Members who offer optional products to customers, such as excess reduction, personal accident insurance and windscreen coverage, must make it clear that they are optional.

### Deposit

The member will state prior to the commencement of the rental the basis for any pre-payment authorisation or deposit required, including any damage excess or fuel deposit. The customer should be advised if an amount is to be pre-authorised on their payment card, as this will reduce the credit available to them.

### Motoring regulations

The member should, where possible, provide the customer with information enabling them to acquaint themselves with local motoring regulations, eg the London Congestion Zone, though it will always be the customer's responsibility to know all the rules relating to safe and legal use of the vehicle.

The member will ensure that any payments or administration fees associated with handling traffic offences incurred by a customer are reasonable. The customer should be informed, before the rental that an administration charge may be made in such circumstances. The charge should be set out in the terms and conditions.

## Pre- and post-rental procedures

**Vehicles must be inspected before they are rented to ensure that they are in a clean and roadworthy condition to at least the standard stipulated by the BVRLA Inspection Programme.**

Members must ensure that any pre-existing damage, such as scratches and dents, both inside and out, is clearly indicated on the pre-rental inspection report or rental agreement. The pre-rental inspection report or rental agreement must also list portable accessories supplied such as a satellite navigation system.

Before the rental period begins, the customer must be given the opportunity to check and agree both the interior and exterior condition of the vehicle before signing the pre-rental inspection report/rental agreement.

If the customer is required to sign the pre-rental inspection report before checking the vehicle, eg if the vehicle is in a car park some distance from the rental desk, or if it is a fast-track service or unattended delivery, the member must provide the customer with information on how to contact a company representative to report any damage not recorded on the pre-rental inspection report.

If the vehicle is inspected in poor light or bad weather the customer should be advised that they may inspect the vehicle again as soon as practicable and report any damage not recorded on the pre-rental inspection report.

The member should, when requested to do so by the customer, help them become familiar with the basic operation and use of the vehicle. They must also be given clear instructions as to the type of fuel that should be used in the vehicle and advice on charging the battery if the vehicle is powered in part or whole by electricity. Members should ensure customers are made aware whether the vehicle has a spare wheel, a run flat, or a puncture repair kit, or whether the customer is required to call the breakdown service in the event of tyre damage.

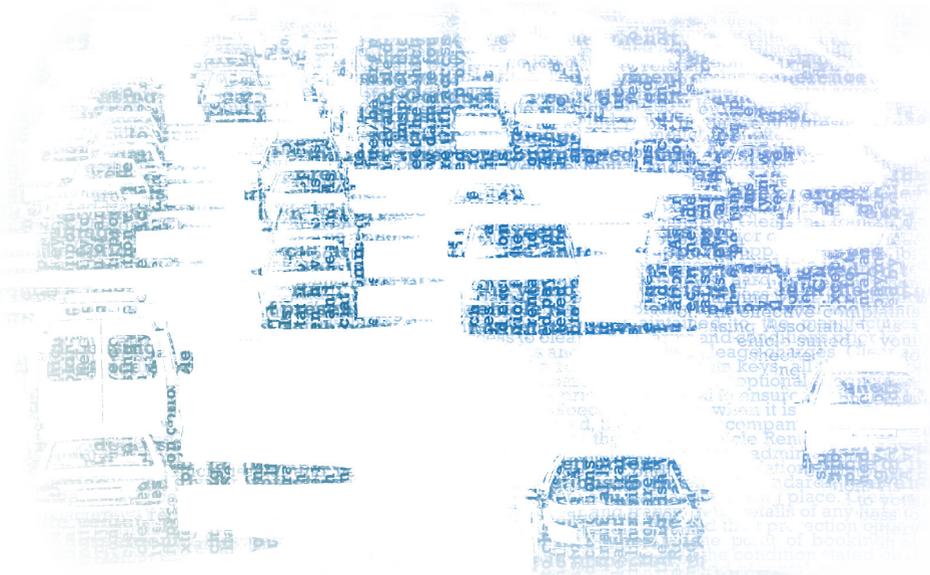
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### Pre- and post-rental procedures (continued)

If a member representative is not in attendance before the rental, as with an 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 not include any mechanical checks of the vehicle but 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 damage to the vehicle, together with any other details, such as fuel level, odometer reading, accessories and battery charge indicator. Such record should be signed by the customer and clearly indicate the date and time the inspection was undertaken.

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.



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## Pre- and post-rental procedures (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 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 refuses to sign the report this should be documented.

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. A note should be made that the customer was not present at the time the vehicle was checked in.

If a member representative is not in attendance at return, as with a 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 the above information regarding responsibility for the vehicle.

## End-of-rental charges and notifications

**The member must advise customers present at the post-rental inspection of any end-of-rental costs that may be payable, including damage. If the customer is not present at the post-rental inspection, the member should notify the customer of the existence 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, where required, any damage charges, the member will provide all 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. 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 details on how to contact any relevant customer service department.

If the customer is to be placed on the BVRLA's RISC database or a member's own risk management tool due to a breach of the rental agreement, the customer should be advised in writing that this is the action being taken.

## Car clubs and similar

**Car clubs provide a cost-effective and flexible alternative to owning a car. Car club members can book cars for just an hour, up to a whole weekend, or longer. The key characteristics of a car club are:**

- ⦿ prices which vary per mile AND/OR per time booked;
- ⦿ customers should pay according to a fixed price structure;
- ⦿ pricing must be available to customers at the time of booking and include all aspects of vehicle usage (eg insurance, tax, fuel etc);
- ⦿ a recognised booking system (eg telephone and/or internet) accessible to all their customers;
- ⦿ vehicles available to be booked in time segments, eg by the hour or by the minute;
- ⦿ vehicles available to customers 24 hours a day, 7 days a week;
- ⦿ a system by which the customer will not sign a new hire or rental agreement contract with each booking;
- ⦿ vehicles which are accessible at the time of the booking commencing without assistance from a member of the car club staff;
- ⦿ vehicles which are located within residential or commercial areas close to a cluster of members.

Car club operators should, where practically possible, respond proactively to data requests from local authorities.

In addition, the larger rental companies offer services to customers who rent from them frequently where there is no need to visit a rental desk at the beginning or end of the rental. We recommend that the processes on page 19 for checking vehicles are followed for these rental transactions as well.

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### Car clubs and similar (continued)

Vehicles being operated by a car club or similar business should undergo a roadworthiness check every two weeks or at intervals determined by a combination of business model, frequency or use and/or miles driven.

When the vehicle is provided by a car club or similar business the terms and conditions should be provided when the customers joins the scheme. A driver licence check should be conducted at the point the customer joins the scheme and regular checks of the individual's entitlement to drive should be conducted thereafter.

Where a member representative is not in attendance before the car club transaction begins, the member will instruct the customer to carry out visual checks on:

- ⦿ the condition of the vehicle against the report provided;
- ⦿ any maintenance or warning lights;
- ⦿ existence of a fuel card or instructions on how to fuel the vehicle;
- ⦿ interior damage or odours.

Customers should be given clear instructions on how to notify the car club operator if the vehicle does not match its condition report, the fuel card is missing, if applicable, or any other concerns.

Customers should be given clear instructions on how to report if they damage the vehicle whilst it is in their possession.

If new damage is found and reported by a customer, the car club operator will assess whether the damage could not have reasonably happened within the bay and then contact the customer who previously had the vehicle on rent and give them an opportunity to provide evidence that they did not damage the vehicle.

If no evidence is provided then the customer can be charged in accordance with the car club terms and conditions.

## 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;
- ⦿ 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.

### **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)

### Credit/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.

## Rental Charter

The BVRLA's Rental Charter applies to all members involved in the short-term rental of cars and commercial vehicles 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:**

- ⦿ A vehicle suited to your needs, maintained to the manufacturer's recommended standards, which has been cleaned and thoroughly checked.
- ⦿ Access to clear rental terms and conditions prior to any transaction taking place.
- ⦿ Clear and transparent details of pricing, fuel/battery policies and any excess mileage charges.
- ⦿ Clear and transparent details of any financial liability relating to the damage, theft or loss of the rental vehicle or its keys, all the available damage and theft protection options, and exceptions to this protection.
- ⦿ Clear and transparent details of any optional products sold at the point of booking.
- ⦿ The opportunity to inspect the interior and exterior of the vehicle before the rental to ensure they are in line with the condition stated on the inspection report or rental agreement.
- ⦿ The opportunity to inspect the vehicle when it is returned at the end of rental and agree on its condition. If you are not present when the vehicle is inspected, the supplying company will notify you of any new damage found before charging your nominated payment card.
- ⦿ Our adherence to the British Vehicle Rental & Leasing Association's Code of Conduct, as set out in this document.
- ⦿ 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

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