

CODE OF CONDUCT

Rental broker



British Vehicle Rental and Leasing Association

Contents

Introduction	3
Principles	4
Vehicle suitability, maintenance and safety	5
Reservation and booking information	5
Vehicle information	5
Requirements of rental	5
‘Drive away price’	5
Customer’s liability	6
Optional charges	6
Method of payment	6
Terms and conditions of rental and booking	7
Reservation confirmation	7
Customer enquiries	7
BVRLA Code of Conduct	7
The rental experience	8
Complaint handling	9
Conciliation Service	10
Rental Broker Charter	11



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 rental broker members to achieve in all aspects of the renting of vehicles. The Rental Broker Code of Conduct applies to members who provide a range of services which are aimed at helping customers find the most suitable rental product.

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 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 rental broker members agree to abide by the following principles:

- 1** To provide clear pricing for all products and services sold via any sales channel, 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.
- 9** To display the BVRLA logo on their website.
- 10** To take steps to ensure the supplying rental company provides safe and roadworthy vehicles and equipment, which, as a minimum, will be maintained in accordance with the law and manufacturers' servicing guidance.
- 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 deal with 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.

Reservation and booking information

Members will ensure that they 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 supplying rental company 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.

'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.

Continued on page 6

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. 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 by the supplying rental company, 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 deposit is payable, or if an amount is to be pre-authorised by the supplying rental company on their payment card, as this will reduce the customer's available credit.

Continued on page 7

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, the supplying rental company's 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 Conciliation 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.

The rental experience

For rentals being supplied in the UK, the member must ensure that the company supplying the rental vehicle is a BVRLA member.

For rentals being supplied in another European Country, the member must take steps to ensure that the supplying company provides the customer with a clean roadworthy vehicle that complies with all local regulations.

Rental broker members will endeavour to ensure that any supplying rental company:

- ◉ provides the customer with a copy of the rental agreement and the applicable terms and conditions.
- ◉ explains the benefits and costs of all optional products.
- ◉ has measures in place to ensure that pre- and post-rental inspections are carried out and the condition of the vehicle is recorded accurately.
- ◉ when requested to do so by the customer, helps them become familiar with the basic operation and use of the vehicle.
- ◉ ensures the customer is notified of any end-of-rental costs, including damage charges, before they are charged to their nominated method of payment.



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. If no agreement can be reached the member will provide information regarding alternative dispute resolution options, including the BVRLA's Conciliation Service.



Conciliation Service

The BVRLA is approved by Government as a Consumer ADR body under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

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.

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.

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 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.

Rental Broker Charter

The BVRLA's Rental Broker 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 and 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 and Leasing Association's Code of Conduct, as set out in this document.
- ⦿ 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 **Web** www.bvrla.co.uk