



Services for Members

Lobbying

Leasing

Regulation

Informing the market

Working for Members

Commercial Vehicles

Extending the market place

Rental

Setting the hire standard

Code of Conduct

for Corporate Members

A mandatory Code of Conduct for Corporate Members of the BVRLA



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Member Definitions

Corporate Member	A company that owns, operates or manages vehicles for the purpose of renting, leasing or fleet managing directly to customers.
Leasing Broker Member	A company acting as an intermediary for the leasing of motor vehicles.
Associate Member	A company which supplies goods or services to a Corporate Member or a Leasing Broker Member

Foreword



C O D E O F C O N D U C T

This Code of Conduct is mandatory for all Corporate Members of the BVRLA. It is not a wish list nor a set of aspirations. It is a Code by which Corporate Members conduct their business, whether that is in vehicle rental, leasing or fleet management for passenger or commercial vehicles.

Of course, no code can possibly cater for every situation or circumstance that can arise nor can it lay down detailed rules of behaviour to cover every single occasion. What this code does is to set out the general principles by which Corporate Members must operate and establishes, by inference, the standards of behaviour which are expected from them. But it is more than a simple, written code. It is ultimately, the embodiment of what the BVRLA stands for - quality, integrity and value for money. BVRLA Members are fully committed to these principles and will honour them so that they can be judged by their actions.

In an industry, where the BVRLA is the only representing body, the Code serves to strongly reinforce the simple message of use only a BVRLA Member for only then can customers be assured of proper standards of quality, service and value.

Handwritten signature of Nigel Stead.

Nigel Stead
Chairman

Introduction

The British Vehicle Rental and Leasing Association was formed in 1967 to steer and shape the development of the vehicle rental, leasing and fleet management sector.

The BVRLA is the representative trade body for companies engaged in short and long term rental of passenger and commercial vehicles or acting as intermediaries for Members. Members provide short-term self-drive rental, leasing and fleet management services to corporate users and consumers. While primarily, the BVRLA has the triple function of regulating the industry, lobbying on its behalf and providing Members with services, it has become the voice that campaigns also on behalf of the business car user and rightly so, for a majority of such drivers are employed by Members' customers.

The Association works to promote and raise the standards of ethical trading and service through the adoption of this Code of Conduct covering in particular, standards of safety, quality of service and insurance. The Association places considerable emphasis on ensuring that every vehicle provided to a customer is in a safe and roadworthy condition. Equally, it has rights to investigate a Member's business to ensure that the Code is being followed.

Members will ensure that they promote all their prices transparently and make certain that their terms and conditions are clear and unambiguous.

Persistent or serious failure to comply with the Code or its emphasis on quality and safety, will render a Member liable to expulsion from the Association.

The Association operates a complaints and conciliation procedure for Members and their customers. Compliance with this Code of Conduct is a condition of membership of the British Vehicle Rental and Leasing Association. A full list of current Members is available on the BVRLA website (www.bvrla.co.uk) or by email request to info@bvrla.co.uk.

Principles



CODE OF CONDUCT

Code of Conduct

This Code establishes standards of good practice for the passenger and commercial vehicle rental and leasing industry. It is intended to ensure that customers who obtain rental or leasing facilities from BVRLA Members have an absolute right to expect and receive the highest levels of service, honesty and integrity. In the event of a complaint the Association requires Members to operate a customer complaint procedure which is aimed at ensuring that the complaint is handled promptly and efficiently. The BVRLA Conciliation Service is available to assist in settling any unresolved dispute.

Member Charter

All Members must display the BVRLA's Rental or Leasing Charter, as appropriate. These Charters outline and summarise the BVRLA Code of Conduct. Members will display the Rental Charter at all rental locations while those Members involved in leasing will provide a copy of the Leasing Charter to their customers on request. The Charters are also available on the BVRLA website at www.bvrla.co.uk.

Vehicle Safety

The Association places considerable emphasis on ensuring that vehicles provided to customers are in a safe and roadworthy condition and as a minimum are maintained in accordance with manufacturers' servicing or other similar requirements.

Extensive Vehicle Damage

BVRLA Members have agreed to adhere to the Code of Practice for the Disposal of Motor Vehicle Salvage which incorporates their statutory obligation as registered keepers to notify vehicles that have sustained substantial damage (defined as when the cost of repair exceeds the pre-accident value of the vehicle) and which gives guidance for self insured Members on the steps that should be taken in the treatment of salvage and recovered vehicles. The Association's objective in this area is to make the history of used vehicles more transparent and to help protect vehicle buyers against unscrupulous sellers.

Right of Inspection

The Association reserves the right to inspect and investigate a prospective Member's business in order for it to be considered for admittance as a Member of the Association. It also reserves the right to perform random inspections on current Members to ensure that the Code of Conduct is being fully adhered to and, in the event of serious or repeated failures, to terminate that Membership.

Signage, Logos and Display Material

Customers wishing to use the services of a BVRLA Member should be able to easily identify those companies committed to upholding the BVRLA Code of Conduct. Members should display the Association's approved logo or material on their premises, company stationery and website where it is relevant to the type of operation. By doing so, customers will be able to identify easily those companies committed to upholding the Code of Conduct and which have been quality checked.

It is a criminal offence for a company to display the BVRLA logo or signage unless the company is a BVRLA Member. The Association takes such actions very seriously and will take all necessary steps against any person or organisation wrongfully claiming to be a BVRLA Member.

Standard Terms



The BVRLA places customers' interests at the heart of the Code of Conduct. Customers are entitled, when using products or services supplied by a BVRLA Member, to do so with a high degree of confidence and assurance.

CODE OF CONDUCT

Member's Commitment to Customers

Members agree to give customers who use their services or products, the following pledge and commitment:

Fair and Responsible Trading

All BVRLA Members will:

- ❑ Conduct their business lawfully and comply with all relevant laws and judicial decisions.
- ❑ Members will trade fairly and responsibly in all their dealings with their customers.
- ❑ Follow any guidance notes that the BVRLA issues, as and when appropriate.
- ❑ Help customers when they need information and guidance relating to the use of their services or products.
- ❑ Behave at all times with honesty and integrity and endeavour to ensure that all other persons with whom the Member has a commercial relationship behave similarly.
- ❑ Not knowingly or recklessly, misrepresent facts to a customer concerning any aspect of a rental or lease transaction.

Financial Status

- ❑ Provide relevant evidence on the financial stability of their organisation.

Standard of Service

- ❑ Be fully committed to observe the principles of the Code of Conduct aimed at protecting the interests of all customers by ensuring that the level of services provided are of the highest possible standard. Offer customers the facility of a service level agreement and if requested, review compliance with the customer on a regular basis.

Operation

- ❑ Operate from an established commercial place of business and comply in full with all relevant legislation.
- ❑ Maintain any premises and facilities in which the Member operates in a professional, disciplined and regulated manner.

Training

- ❑ Ensure that staff are adequately trained to a standard at least as high as that provided by the BVRLA's accredited training programmes and provide induction training for all staff during the first twelve months of their employment. For the BVRLA's accredited training programme standards visit: www.bvrla.co.uk/members/services/training.cfm. Members must monitor the training requirements of their workforce and prepare individuals for management/supervisory roles as appropriate. In addition, Members must continually monitor the quality of their training provision as well as keeping records of all training activity carried out in their organisations and produce them on demand.

Advertising

- ❑ Ensure that all advertising material and literature contains no misleading nor inaccurate statements, use their best endeavours to avoid such misleading statements and comply with the codes and standards set by the Advertising Standards Authority (which covers non-broadcast media), the Independent Television Commission and the Radio Authority which deal with honest and truthful advertising. Members will also ensure that they adhere responsibly with all relevant legislative requirements.

Staff Access

- ❑ Ensure that a copy of the Code of Conduct is distributed to all of its operating locations, as appropriate, and that all relevant staff have a proper understanding of the Code.

Customer Access

- ❑ Agree to provide copies of this Code to customers as and when requested.



Specific Terms

The following terms are a part of the standard Code but have been segregated to apply to those Members specialising in various services provided by Members of the BVRLA. For the rental sector, these terms are summarised in the Rental Charter which must be displayed at all Rental Members' locations while Leasing Members must provide a copy of the Leasing Charter to their customers on request. The Charters are also available on the BVRLA website at www.bvrla.co.uk.

The following core principles apply to all rental passenger vehicles. There is additional information for customers leasing or renting a commercial vehicle in the Commercial Vehicle section of this Code (see page 9).

Short Term Rental Terms - Passenger Vehicles

Vehicle Suitability

Members should generally operate only vehicles acquired as new. Members may, with the prior written approval of the Association, acquire and operate some pre-owned or classic vehicles. Where practicable all vehicles must be current models and must in any case be suitable for the purpose of renting. Cars should not exceed three years or 60,000 miles from the date of first registration without prior written approval of the Association. Full details of these and any pre-owned vehicles must be declared to the BVRLA at the time of the first Membership application and at each subsequent annual subscription renewal.

Vehicles are retained on Members' fleets for their effective, efficient commercial life, irrespective of age and mileage. Therefore, proper vehicle care is essential and all vehicles of whatever age and mileage must be fit for the intended purpose and comply with the law accordingly.

Maintenance and Safety

All Members will undertake to maintain, inspect and operate vehicles to at least the standard of the BVRLA's Quality Assurance programme. The programme includes permitting the Association to carry out an unannounced independent inspection of the vehicles available for immediate rent and to ensure they are maintained to at least the manufacturers' recommended standards or to other relevant legislative requirements.

In addition to the manufacturers' recommended routine maintenance and reports, arrangements should be made for vehicles to be inspected at appropriate legislative intervals to determine the condition of those parts that make a significant contribution to their safe operation.

Motor Vehicle Insurance

Rental Members must carry insurance provided by an authorised UK motor insurer to the following minimum levels at all times:

- Third party liability for bodily injury shall be provided for an unlimited amount.
- Third party liability for property damage shall be provided for a minimum of £1 million.

The Member shall always specify the limit, and any mandatory responsibility level, of their liability for damage to, or loss of, the rented vehicle and this must be clearly specified in the Rental Agreement.

On request, the customer will be provided with details of motor vehicle insurance cover provided by the Member. To help assist the customer, the Member will provide details of the motor insurance or vehicle liability options available and explain the extent of the customer's financial responsibility if the vehicle is damaged and in the event of third party claims.

Alternatively, if the customer's own motor insurance is used, then the Member shall check that suitable vehicle insurance is in force at the time the vehicle becomes the responsibility of the customer. The responsibility for the continuance of the agreed motor insurance rests with the customer. The customer may also be asked to complete a Third Party Indemnity Form. Members may obtain a copy of this from the BVRLA's website.

Pre-Rental Check

Vehicles that are ready for rent must have undergone a pre-rental check/inspection to ensure that they are in a clean and roadworthy condition in accordance with the BVRLA ready to rent checklist or another similar standard which reflects this requirement – a list of what should be included is provided at the end of this Code.

Every Member is required to ensure that a detailed note of all damage such as scratches, dents, and vehicle condition is clearly indicated on the inspection report or rental agreement. Prior to a rental commencing, the customer must be given the



Specific Terms continued

Short Term Rental Terms - Passenger Vehicles

opportunity to check and agree both the interior and exterior condition of the vehicle before signing the rental agreement or any other inspection report. Adhering to this process should help eliminate disagreement with subsequent charges relating to damage or condition of the vehicle.

Members should, where requested, help the customer become familiarised with the basic operation and use of the vehicle, together with providing guidance as to the type of fuel that should be used in the vehicle.

Reservation and Booking

Members may wish to offer the facility of accepting a reservation or booking for vehicle rental for a pre-determined date in the future. If so, Members must ensure that they clearly advise exactly what is included in the price quoted, with details such as excess payments or location charges which may be applicable. If Members impose a no-show or cancellation charge, to cover circumstances where the customer has reserved a vehicle but has failed to adhere to the terms stipulated by the rental company, then the Member must ensure that the customer is made fully aware of the policy at the point of confirming the reservation or booking, and this must include any cancellation periods and amounts for which the customer will be held responsible.

Excess Mileage Charge

If a Member requires an excess mileage charge to be made, then the policy relating to limited mileage tariffs must be clarified and the daily mileage allowance explained clearly. Members must also ensure that they clearly explain the basis on which any excess mileage incurred will be calculated and charged.

Rental Agreement

Rental agreements must be in a form and content which complies with current legislation. The Member's standard form of rental agreement must be available to the Association on request. Customers must always receive a copy of the agreement and the terms and conditions applicable to their rental. Members should always take necessary steps to ensure that the customer reads and understands all the terms of the agreement both on the front and back, and help clarify any terms as requested, before the agreement is signed.

Post-Rental Inspection

A representative of the Member and the customer should check the vehicle as soon as is practicably possible. Members should ensure that the vehicle is inspected with the customer present and any damage not recorded on the pre-rental inspection form must be noted and signed for by both parties on all the copies of the rental agreement. If for whatever reason an inspection is not possible, then this should be agreed in writing with a clear explanation as to the reason for non-inspection. In such circumstances, both parties must agree that any damage subsequently found but not noted on the pre-rental inspection form will be charged to the customer.

Vehicles Returned Out of Office Hours

Where a Member has agreed that the customer can return a vehicle outside normal opening hours, the Member must provide the customer with clear procedures and practices for returning the vehicle, which should include responsibility for insurance, end of rental damage and any road traffic charges or penalties.

End of Rental Charges

Where the customer is not present during the post-rental inspection process, the Member will issue a written notification to the customer to advise of any end of rental charges that become due. The notice will offer the reasons why the charge has been raised, together with summary details of how the charge(s) has been calculated. Customers will be advised of the steps they should take should they wish to query the charges and, when requested, the Member will provide all necessary documents to help substantiate end of rental charges.

Pricing

The Member will provide a clear and transparent basis on which all charges can be calculated. These include all additional charges which are not optional at point of rental.

Refuelling Charge

The Member will state, prior to the commencement of the rental, the fuel return policy and the options available together with the basis on which any refuelling charges will be raised. The Member must make a written note of the rental vehicle's fuel levels at both collection and return.

Specific Terms continued

Short Term Rental Terms - Passenger Vehicles

Method of Payment

The Member will state, prior to the commencement of the rental, the basis for any deposit required, including any mandatory insurance excess, and the options for payment by the customer when the vehicle is returned. If the customer is not present, then a Member will only collect the end of rental charges via the nominated method of payment if the customer has agreed to this, usually by way of a signed mandate on the rental agreement.

Pre-Approved Rental Customers

A Member is permitted to offer a rental product where the rental customer has entered into terms and conditions in advance of the rentals taking place. Subject to the following requirements being fully met, a Member representative does not have to be in attendance prior to each and every rental taking place.

Pre and Post-Rental Inspections

A Member may enter into an arrangement with a pre-authorised customer for that customer to carry out visual checks on the condition of the vehicle immediately before and after the rental taking place. Such arrangements must clearly stipulate the checks the customer is required to undertake, which in any case must not be onerous nor relate to any mechanical or technical checks of the vehicle.

The customer must be given clear instructions on how to confirm and record the condition of the vehicle, together with any other details which the customer may be required to record, such as fuel level and odometer reading. Such written record should be signed by the customer and clearly indicate the date and time the inspection was undertaken. There should be clear instructions given to customers as to the action to be taken if the vehicle does not match the previous condition report, prior to the rental taking place. The customer should be advised of their contractual obligation if they decide to proceed with the rental. Ensuring this process is met should help to eradicate any disagreement with subsequent charges relating to damages or the condition of the vehicle.

Roadworthiness Inspections

Members providing such a product shall at all times be responsible for ensuring that the vehicle is roadworthy and safe to use for all its pre-authorised customers. All such vehicles shall undergo a roadworthiness check every 1,000 miles or every fortnight, whichever comes sooner. The roadworthiness inspection will be in accordance with the motor manufacturer's recommendations and adhere to the BVRLA's Quality Assurance programme.

Remit of Pre-Authorisation

The Member must, in their pre-agreed rental terms and conditions, make it clear that the customer is responsible for confirming that they have a legal entitlement to drive the class of vehicle being rented. The Member should ensure that customers are clearly advised that they should immediately notify the Member of any driving endorsements received since the entitlement to drive notification was provided along with medical conditions which may affect the validity of the driving entitlement.



Specific Terms continued

Short Term Rental Terms – Commercial Vehicles & Minibuses

In addition to the general short term rental principles, the following apply specifically to short term rental of commercial vehicles and minibuses.

Maintenance and Safety

All Members will undertake to maintain, inspect and operate vehicles to at least the minimum standard of the BVRLA's Quality Assurance Programme. The Programme also includes permitting the Association to carry out independent inspection of vehicles available for immediate rent and to ensure they are maintained at least to the manufacturers' recommended standards and the BVRLA's Commercial Vehicle Quality Assurance standards which are based on the Department for Transport's Operator and Passenger Service Vehicle Licence Regulations.

In addition to the manufacturer's recommended routine maintenance and drivers' reports, arrangements should be made for vehicles to be inspected at appropriate intervals to determine the condition of those items which make a significant contribution to the safe operation of the vehicle. The BVRLA recommends Members adhere to the Department for Transport's recommended guidelines published in the Guide to Maintaining Road Worthiness for vehicles over 3.5 tonnes and for vehicles with more than eight passenger seats.

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. In addition, Members must point out to customers the dangers of overloading the vehicle generally, or on individual axles, as well as the need to comply with all current legislation.

Pre-Rental Check

Information relating to vehicle dimensions should be provided. To avoid overhead damage Members are advised to ensure the vehicle cab contains details of the vehicle height.

Refuelling Charge

The Member will state, prior to the commencement of the rental, the fuel return policy and the options available together with the basis on which any refuelling charges will be raised. The Member must make a written note of the fuel levels at both collection and return. This will also extend to any other fluids, such as AdBlue, which may be required.



Specific Terms continued

Leasing and Fleet Management Terms



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The following core principles apply to all leased vehicles.

Statutory Controls and Regulations

All Members should understand and comply with all relevant legislation and its effect upon the customer and his drivers. The Member must, where appropriate, hold a valid consumer credit licence.

Contracts

All contracts must be in writing and a copy must be supplied to the customer. Such contracts can be concluded by electronic means. Standard or master versions of contracts must be lodged with the Association when requested.

Finance

The Member must be a company of limited liability status and is required to file its accounts within normal statutory limits. The Member will make available to the customer copies of such audited accounts on request.

Pricing Stability

All Members should take into consideration the relationship of the quoted rental to the price of the vehicle and the circumstances under which the rental charges might change prior to delivery to the customer. Members will make the customer fully aware of all circumstances under which the initial quoted rental may vary prior to delivery of the vehicle.

Payment Terms

The Member will provide a simple and clear statement of the total number of payments required under the contract and their timing. This statement must include details of the point at which the customer will be in breach of contract by virtue of late payment.

Early or Voluntary Termination of Contract

Members will clearly define their policy with regard to the early termination of a contract. Such a policy and relevant legal requirements may include the following items:

- ❑ The recovery of loss through depreciation.
- ❑ The handling of maintenance surpluses or deficits.

- ❑ Excess mileage charges.
- ❑ Any adjustments to finance charges.
- ❑ The method of settlement in the event of the total loss of the leased vehicle.
- ❑ Charges for excessive wear and tear.

Contract Extension

Members will define their policy with customers in relation to the following:

- ❑ Any change to the services provided in the event of formal or informal contract extension.
- ❑ Circumstances in which the vehicle might be recovered by the Member during extensions.

Excess Mileage

The Member will clarify his policy with the customer on the following:

- ❑ Any requirement to return the vehicle at a nominated mileage.
- ❑ Any circumstances relating to mileage which would require compulsory rewriting of the contract.
- ❑ 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.

End of Contract and Restoration Charges

Members will clearly explain the end of lease return, inspection and collection process together with the customers' rights relating to inspections, process and/or evidence of the damaged vehicle and recharge policy.

A representative of the Member company and the customer must check and agree on the vehicle condition at the point of collection. All readily apparent vehicle damage will be noted on the collection note and signed for by both parties on the collection sheet. If, for whatever reason, an

Specific Terms continued

Leasing and Fleet Management Terms



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inspection is not possible, then this should be agreed to in writing with a clear explanation as to the reason for non-inspection. The 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 Member's fair wear and tear policy, which must have been stated at the commencement of the agreement.

Members will state clearly their policy with customers on what type of damage will be chargeable, and the starting point in terms of cost and a statement of what constitutes fair wear and tear. Additionally, the customer's right to inspect and/or obtain evidence of the damage to the vehicle will be clearly specified. In the event of a dispute on the condition or damage to the vehicle, the Member will pay for an examination by an independent qualified engineer, e.g. an engineer from an appropriate inspection organisation. The engineer's decision will be binding on both the customer and leasing company. It is recommended that Members adopt the BVRLA's Fair Wear and Tear standards as published from time to time.

Maintenance Standards

Where Members are responsible for servicing and maintaining the leased vehicle, Members must ensure that all such activities are only carried out at accredited outlets, unless agreed otherwise with the customer. If the customer has agreed to be responsible for servicing and maintaining the vehicle, then Members should ensure that this is carried out in line with the manufacturers' guidelines and specification. Accredited outlets used by Members must adhere to standards set by regulatory bodies and/ or be a member of a recognised industry trade body.* Alternatively, Members must have a written agreement which states that the repair outlet will repair the vehicle in accordance with manufacturers' standards and guidelines.

By meeting these obligations, the industry will help to demonstrate its commitment to delivering and operating to high standards that are set and regulated by a certified body and guarantee the safe operation of all Members' vehicles.

Customer Information

Members who fleet manage vehicles on behalf of customers are obliged to assist with a smooth transfer of information relating to the vehicle fleet, when requested by or on behalf of the customer, upon termination of any such agreement and where the transferee is also a BVRLA Member. When served with such a notification, Members will undertake to ensure that all data held on behalf of the customer relating to the vehicles, such as service history, vehicle documentation, etc, are provided to the transferee in a timely and efficient manner. The transfer of any commercially sensitive information is excluded from this obligation. Members would be encouraged to follow the spirit of good business practice in the case of contract hire agreements.

* For example RMIF, SMMT Bosch, SMTA, VBRA, MVRA

Complaint Handling



BVRLA Members should always strive to deliver a high level of service and ensure that their customers never have cause to complain.

The few transactions that unfortunately result in a complaint should be resolved quickly and amicably. Complaints should not be seen as a negative but should be seen as a means to learn from mistakes and improve customer service. All staff should be aware of the company's complaint handling procedures and staff dealing with complaints should respond swiftly, with resolution as the prime objective and with particular attention being paid to ensure that they:

- ❑ Advise customers of the complaints procedure, how to use it and what additional options are available to them.
- ❑ Treat complaints seriously and deal with them in a positive and friendly manner.
- ❑ Issue a response to a complaint within five working days of receipt with the objective to resolve the dispute within 15 working days.
- ❑ Give complaints a full and considered response.
- ❑ Learn from the complaint and implement any changes needed to prevent the incident from happening again.

Members will maintain a complete record of complaints and use this information to help them learn and take the necessary action to improve overall customer service.

Information obtained and held on the complaint management database should offer clear details relating to the activities covered by the Code.

A small number of complaints may remain unresolved, quite often due to misunderstandings or a breakdown in communication. The BVRLA Conciliation Service exists to help resolve those disputes that cannot be resolved between the parties by the method described above.

Conciliation Procedure



Unresolved disputes may be referred to the Association by the customer and/or the Member involved.

Details should be submitted in writing to:
The Director General,
British Vehicle Rental and Leasing Association,
River Lodge
Badminton Court
Amersham
HP7 0DD

The BVRLA's Legal Services team offers an informal conciliation procedure, where information is requested from the Member and the complainant with regards to the unresolved dispute. The BVRLA then delivers its comments and recommendations based on the information given by both parties. If either party is not happy with the outcome of the informal conciliation service, a formal conciliation procedure can be invoked.

All relevant details will be promptly forwarded by the BVRLA's Legal Services team to the appropriate Conciliation Committee, a body whose members are appointed by the Committee of Management of the Association. Dependent on the nature of the dispute, each Conciliation Committee will be comprised of three Members from the relevant Rental, Leasing or Commercial Vehicle Committee.

Committees

Disputes referred to a Conciliation Committee shall be actioned and its decision notified to the customer by the Association within 30 working days from the referral of the dispute to the Conciliation Committee.

What Is Covered Under the Conciliation Service

Conciliation procedures shall apply solely to matters arising out of the vehicle rental and leasing activities of Members. Associate Members, who are suppliers of services to the rental and leasing industry but who do not operate their own rental or leasing operations, are not subject to the Code.

No Restriction of Rights

Nothing in this Code restricts, nor is intended to restrict, the rights of a complainant or a Member, to pursue remedies through the courts.

Monitoring and Compliance

The BVRLA's continual monitoring and internal procedures are aimed at ensuring that Members meet and comply with this Code. It is a condition of Membership that Members comply with this Code.

Glossary



CODE OF CONDUCT

- ❑ **Short Term Rental:** Self drive. Applies to vehicles of all types, cars, minibuses, vans, trucks, tractor units, etc, which are rented for varying periods on a daily, weekly or monthly basis.
- ❑ **Leasing:** Applies to vehicles of all types, cars, minibuses, vans, trucks, tractor units, etc. which are provided under different financing options.
- ❑ **Contract Hire:** A fixed price rental for a pre-determined period and mileage, usually inclusive of maintenance and other services selected by the customer. The Member owns the vehicle and takes the operating and residual value risks.
- ❑ **Finance Lease:** The simple provision of funding for a chosen vehicle. The customer pays the operating costs and takes the residual value risk.
- ❑ **Contract Purchase:** Similar to contract hire, but based on a hire purchase or conditional sale agreement. The customer can buy the vehicle at the end of the contract. The Member may then offer to buy it back and therefore assume the residual value risk.
- ❑ **Fleet Management:** The provision by a Member of the administrative and cost control services in respect of fleet vehicles, for a fee. The customer selects the services, which can include vehicle acquisition and disposal together with all other aspects of running the vehicles.
- ❑ **Commercial Vehicles:** Any vehicle not designed specifically as a vehicle for primarily carrying passengers, from car derived vans through large vans, trucks and up to tractor and trailer units used for commercial purposes, is classified as a commercial vehicle.
- ❑ **Employee Car Ownership Scheme (ECOS):** A structured vehicle provision scheme providing many of the advantages of a company car but without the tax implications and offering potential savings to both the employee and employer.

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 on pages 6-8 of this Code of Conduct.

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

- ❑ Complete details of pricing, ensuring customers are aware of all aspects of charging before commitment to the rental contract.
- ❑ The best price available to suit customers' specific needs.
- ❑ Vehicles that are serviced and inspected to the manufacturer's operating manual as a minimum standard and complying with all statutory requirements.
- ❑ Vehicles that are clean and inspected for safety from a selection of low mileage, current model vehicles.
- ❑ An insurance level guaranteeing protection for third party personal injury and property damage.
- ❑ Commitment to the British Vehicle Rental and Leasing Association's Code of Conduct.
- ❑ An effective complaints procedure with access to a conciliation service administered by the British Vehicle Rental and Leasing Association.

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Leasing & Fleet Management Charter



The BVRLA's Leasing and Fleet Management Charter applies to all Members involved in the long term rental of cars and commercial vehicles and forms a brief summary of the Specific Terms found on pages 18-20 of this Code of Conduct

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

- ❑ Integrity in pricing ensuring customers are aware of all charges before commitment to the contract.
- ❑ Compliance with and understanding of, all related statutory controls and regulations.
- ❑ A simple clear statement relating to the number of payments, their timing and spread pattern.
- ❑ A clear statement of policy for the early termination of a contract, extension of contract, or mileage or other limitations.
- ❑ Commitment to the British Vehicle Rental and Leasing Association's Code of Conduct.
- ❑ An effective complaints procedure with access to a conciliation facility administered by the British Vehicle Rental and Leasing Association.



Ready to Rent Checklist

BVRLA recommended minimum standard for ready to rent vehicles.

model: _____ reg no: _____

mileage: _____ date: _____

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exterior condition

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tyre pressures

exterior washed

wing mirrors

exterior lights

external damage

aerial

interior condition

interior (cleanliness)

seatbelts

rear view mirror

tax disc

no smoking sign

mechanical condition

handbrake

windscreen wipers

windscreen washers

windscreen wash

heater/air con

door locking/remote

exhaust/catalyst

battery

brake/clutch fluid

engine oil level

radiator water level

transmission fluid (auto only)

coolant

power steering fluid

brakes

tools (inc jack)

spares/tyre inflator (if approp)

indicators

steering

fuel level

electronic equipment

sat nav system/discs

audio/visual equipment

interior, warning and dashboard lights

electric windows/roof

horn

additional equipment

first aid kit

vehicle instruction

manual

maps

breakdown assistance details

check completed by: _____