

The Motor Industry  
Code of Practice for  
**Vehicle Sales.**



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## The Motor Ombudsman

provides a free and impartial service to assist consumers and businesses to resolve automotive-related disputes and raise standards of service across the sector through its comprehensive Motor Industry Codes of Practice.



Another box ticked.

The Codes, which are approved by the Chartered Trading Standards Institute, enable The Motor Ombudsman to investigate and adjudicate on:

- The sale of new cars by manufacturers (via the New Car Code)
- The sale of new and used cars by garages and dealers (via the Vehicle Sales Code)
- Service and repair issues (via the Service and Repair Code)
- The sale of vehicle warranty products (via the Vehicle Warranty Products Code).

The Motor Ombudsman is a neutral arbiter and impartial. It will gather information from both parties and reach an outcome which it feels is fair and reasonable, taking into account the Codes and any relevant legislation.

This document sets out The Motor Industry Code of Practice for Vehicle Sales (the "Vehicle Sales Code"), which confirms commitments made by garages, dealers and businesses which are accredited to The Motor Ombudsman and the Vehicle Sales Code regarding their obligations in the provision of the sale of both new and used vehicles and the customer purchase experience, as well as setting out standards that they must comply with relating to:

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# Introduction (cont.)

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## Advertising

**Commitment:** 'All advertising will honestly and accurately promote any vehicles for sale'

## Presentation of Used Vehicles for Sale

**Commitment:** 'All used vehicles for sale will be supported by information relevant to the specific vehicle and its history'

## Presentation of New Vehicles for Sale

**Commitment:** 'All new vehicle sales will be supported by information relevant to the specific vehicle in a clear and transparent manner to allow you to make an informed purchase'

## The Sales Process

**Commitment:** 'The sales staff will assist and advise you throughout the sales process, ensuring it is a positive experience'

## Provision of Warranty Products

**Commitment:** 'Only warranty products appropriate to your needs will be offered during the sales process'

## Provision of Finance Products

**Commitment:** 'Only finance products appropriate to your needs will be offered during the sales process'

## Your Vehicle Purchase

**Commitment:** 'Once you have purchased your vehicle, it is the accredited business's responsibility to ensure that it is supplied to a high-quality standard which will meet with your expectations'

## After-sales Support

**Commitment:** 'The accredited business will continue to provide you with support and assistance following the purchase of your vehicle'

## Complaints Handling

**Commitment:** 'The accredited business will handle complaints swiftly, following the guidance detailed in the Complaints Handling section of this document'

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Accredited businesses are obliged to accept the Vehicle Sales Code in its entirety and ensure that their staff are aware of their responsibilities under the Vehicle Sales Code as well as their statutory legal and trading responsibilities.

Accredited businesses must inform consumers of the Vehicle Sales Code and direct them to their complaints process and make them aware of The Motor Ombudsman.

If a consumer feels dissatisfied with an accredited business's performance under any item covered by the Vehicle Sales Code and are unable to reach a resolution, they are able to contact The Motor Ombudsman. The Motor Ombudsman's experienced team will provide the best information available and escalate matters to dispute resolution where appropriate. Refer to the "Guidance on Handling Complaints" section in the Appendix.

The principles set out in the Vehicle Sales Code are not intended to interpret, qualify or supplement the law, and are intended to be applied to business to consumer contracts only. Auction sales are not covered within the scope of the Vehicle Sales Code.

The Vehicle Sales Code covers vehicle sales transacted over any medium and includes 'face-to-face' sales (i.e. those made at the premises of the accredited business or at the premises of another third party) and distance sales (e.g. sales made over the internet or via telephone).

The Vehicle Sales Code covers vehicle sales and transactions which take place in the United Kingdom only.

A consumer information leaflet to accompany the Vehicle Sales Code, the Consumer Guide to the Motor Industry Code of Practice for Vehicle Sales ("the "Consumer Guide"), is available from accredited businesses or to download from **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

The Vehicle Sales Code has been developed by The Motor Ombudsman in conjunction with the motor industry to provide a self-regulatory regime through which accredited businesses can demonstrate their intention to operate responsibly. Accredited businesses will also have in place a cost-effective and speedy dispute resolution service that consumers can readily access in the event of a disagreement.



## Throughout the Vehicle Sales Code:

### Accredited business

The term accredited business describes a vehicle retailer who sells either new, used or new and used vehicles and has been accredited to the Vehicle Sales Code by The Motor Ombudsman and any references to 'they', 'them' or 'their' shall be deemed to be references to accredited business(es) unless the context otherwise requires.

### Vehicle

The term vehicle is taken to include light and medium commercial vehicles and derivatives (up to a maximum gross vehicle weight of 6 tonnes) in addition to passenger cars, provided that the vehicle is intended for the consumer's personal use only and not in connection with any business.

### New vehicle

The term new vehicle describes a vehicle (as defined above) that has had no prior owners.

### Pre-registered vehicle

The term pre-registered vehicle describes a new vehicle (as defined above) that has been registered by the accredited business.

### Consumer

The term consumer refers to the owner and/or end user of any vehicle (as defined above), includes any vulnerable consumer, and any reference to 'you' or 'your' in the Vehicle Sales Code shall be deemed to be addressed to the consumer.

### Used vehicle

The term used vehicle describes a vehicle (as defined above) that has had prior owners.

### Vulnerable consumer

The term vulnerable consumer describes any consumer whose circumstances put them at risk of making an incorrect or inappropriate decision, or of receiving inferior goods or services.

### Warranty/guarantee

The term warranty/guarantee means any manufacturer's warranty, extension or warranty product whether provided free of charge or at a cost.

### What their commitment means to you

The term "what their commitment means to you" refers to commitments made to the consumer by the accredited business in accordance with the Vehicle Sales Code.

### Vehicle provenance check

The term vehicle provenance check refers to a check service provided by a number of commercial bodies. They will use data from many sources to provide reassurance that a used vehicle offered for sale is not on a stolen vehicle register, has not been written off, and is free of any finance company interest. They will also be able to verify the number of former keepers and may also be able to confirm whether the vehicle's mileage is correct and whether any safety recall work is outstanding on the vehicle.

# Advertising

## What this commitment means to you

- 1.1** Any advertisements, promotions or any other publications or communications, whether in writing or otherwise, will not contain any content which is likely to mislead you or be misunderstood.
- 1.2** Any advertisements, promotions and other publications or communications will comply with the requirements of applicable legislation along with the codes, regulations and rulings of relevant organisations or associations.
- 1.3** Any advertisements will objectively promote vehicle models based upon relevant and verifiable features, including the purchase price.
- 1.4** The price quoted for a vehicle should be the 'on the road' price for which you can buy the vehicle.
- 1.5** The words 'guarantee' or 'warranty' within any accredited business advertisements will not be used unless the full terms of that warranty are set out clearly within the advertisement or are available at the point of sale. Warranties/guarantees where purchased or provided are in addition to a consumer's statutory rights.
- 1.6** In the unlikely event that any accredited business is found breaching any legislation, codes, regulations or rulings relating to advertising, or is convicted of an offence relating to advertisements for a new or used vehicle, that accredited business will be deemed to be in breach of the Vehicle Sales Code.
- 1.7** Accredited businesses will not use statements that appear to diminish their legal obligations such as "sold as seen", "no refund", "sold as scrap" even if they do use a disclaimer about not affecting your statutory rights.

## We would advise you to...

- Read accredited business' advertisements carefully and in full. If an advertisement is not clear to you, clarify it before you commit yourself to any transaction.
- Check that the specification and appearance of the vehicle you are considering matches your requirements, since many features are often optional extras.
- Check with the accredited business that you have the latest sales information on the specific vehicle you are considering.
- Ensure that the vehicle you are considering suits your requirements and check any oral or written statements that conflict or appear to conflict with your requirements.
- Inform your accredited business retailer of any special needs relating to the vehicle you are considering, or your requirements, since they cannot advise as to the suitability of a vehicle for any particular purpose if you do not explain that purpose.

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

Consumer Protection from Unfair Trading Regulations 2008

The UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing

The UK Code of Broadcast Advertising

Ofcom Broadcasting Code (TV/Advertising)

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Misrepresentation Act 1967

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Electronic Commerce (EC Directive) Regulations 2002

Road Traffic Act 1988

General Product Safety Regulations 2005 and the 'Vehicle Safety Defects and Recalls: Code of Practice' published by the DVSA

## What this commitment means to you

- 2.1** Where available to view, vehicles will be displayed in normal conditions with clear and accurate descriptions.
- 2.2** All vehicle prices will reflect the current advertised price of that specific vehicle.
- 2.3** All vehicles will be finance-free, clear of category A, B, S and N write off, supported by a vehicle provenance check and have a V5C registration certificate (log book).
- 2.4** Test drives will be made available to you unless expressly excluded within all advertising.
- 2.5** Vehicle inspections by third-party experts acting on your behalf will be welcome by prior arrangement.
- 2.6** Any claims made about a vehicle's mileage will not be made unless they can be verified.
- 2.7** Where vehicles are advertised online, sufficient images and relevant information will be provided to allow you to make an informed decision prior to purchase.
- 2.8** Where a used vehicle is advertised online, the accredited business will use images of the actual vehicle being presented for sale.
- 2.9** All used vehicles will be subject to a pre-sales inspection in accordance with an approved checklist. The checklist must be completed before the vehicle is offered for sale and displayed in a prominent place. A copy of the completed checklist will be provided to you. Details of the minimum standards the checklist must comply with are shown in the Appendix.
- 2.10** If faults are identified during the pre-sales inspection they will be recorded and rectified prior to the sale of the vehicle to ensure it is in a safe and roadworthy condition.
- 2.11** The accredited business will not withhold information about a vehicle's history or usage that may affect your decision to purchase the vehicle.
- 2.12** Where a vehicle sale is concluded at a distance, the accredited business will make clear your right to cancel within 14 days.
- 2.13** Accredited businesses will provide consumers with any other information that could affect the consumer's transactional decision.

## We would advise you to...

- Inspect the vehicle and test drive it where possible to make sure it meets your specific needs.
- Check the vehicle history is available and matches the description used by the accredited business, who should also have the V5C registration document and MOT certificate and permit you to inspect it.
- Retain a copy of the pre-sales checklist for your records.
- Be clear with the accredited business about your specific needs to ensure it can provide a vehicle that is suitable for you.
- Make sure you are happy with the vehicle before committing to the purchase as your right to cancel or obtain a refund may be subject to conditions.
- When you are buying a used vehicle, you should review the vehicle provenance check and at the same time may wish to check the vehicle's emissions since these will determine the cost of the Vehicle Excise Duty, formerly known as annual road fund licence.

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Misrepresentation Act 1967

Consumer Protection from Unfair Trading Regulations 2008

Data Protection Act 1998

The Passenger Car (Fuel Consumption and CO<sub>2</sub> Emissions Information) Regulations 2001



# Presentation of New Vehicles for Sale

## What this commitment means to you

- 3.1 The accredited business will ensure vehicle environmental labels will be displayed on all new vehicles for sale. Fuel consumption figures for new vehicles of any manufacturer can be found at: [www.dft.gov.uk/vca/](http://www.dft.gov.uk/vca/)
- 3.2 Test drives will be made available to you unless expressly excluded within all advertising.
- 3.3 Where vehicles are advertised online or in brochures, sufficient images and relevant information will be provided for you to carry out an effective evaluation of the vehicle prior to purchase.
- 3.4 Where a vehicle has been pre-registered by the accredited business, this will be obvious and clearly displayed in any advertising materials.
- 3.5 When ordering a new vehicle, the accredited business will provide you with an estimated delivery date for your new vehicle.
- 3.6 A price quoted should be the 'on the road' price for which you can buy the vehicle, unless you select any optional extras.
- 3.7 Any comparison made between vehicle models within accredited business advertisements will not confuse or mislead you. Any advertisements will objectively compare models based upon relevant and verifiable features, which may include the price.

All new vehicles sales will be supported by information relevant to the specific vehicle in a **clear and transparent manner** to allow you to make an informed purchase.

- 3.8 Where advertisements quote the price of one model in any model range but depict another model, the actual price of the depicted model will be clearly shown and distinguished from the other quoted model.
- 3.9 Where optional extras are not included in the advertised price this will be made clear to you.

## We would advise you to...

- Book a test drive where possible to make sure the vehicle meets your specific needs.
- Be clear with the accredited business about your specific needs to ensure the accredited business can provide a vehicle that is suitable for you.
- Make sure you are happy with the vehicle before committing to the purchase as your right to cancel or obtain a refund may be subject to conditions.

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

The Passenger Car (Fuel Consumption and CO<sub>2</sub> Emissions Information) Regulations 2001

Consumer Rights Act 2015

Consumer Protection from Unfair Trading Regulations 2008

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Misrepresentation Act 1967

Data Protection Act 1998



## What this commitment means to you

- 4.1 Staff will give you time and help you consider the offer and will not pressure you to make any on-the-spot decisions or use high-pressure selling techniques.
- 4.2 Staff will use their knowledge and experience to help you make your decision.
- 4.3 Staff will be clear on the specifics of their vehicles and sales processes, including the terms of any contractual documents.
- 4.4 During the sales process, staff may offer finance and warranties, but they will not sell inappropriately or use high-pressure selling techniques. Staff will explain appropriate finance terms and benefits in full so that you can make an informed decision. Should you have difficulty understanding the benefits of the terms or in making a decision on which finance product is most suitable, then staff should invite you to bring along a knowledgeable person to help you with that decision.
- 4.5 Where a deposit is required, the terms and conditions of the deposit will be made available to you.
- 4.6 Where you part exchange your vehicle, the accredited business will not mislead you about the value of your vehicle.
- 4.7 Any restrictions on the sale as a result of/in connection with promotional offers will be clearly stated.
- 4.8 For new vehicles, the accredited business will register the vehicle with the DVLA using the appropriate documentation.
- 4.9 For used vehicles, the accredited business will register the vehicle for you using the V5C certificate (log book) which will be completed where appropriate by the accredited business, who will then issue the necessary paperwork to you and the DVLA.
- 4.10 The accredited business will agree a mutually acceptable delivery date and time with you at the time of the sale. Where a vehicle is built to order an approximate delivery date will be provided and any change or delay will be communicated with reasonable notice.
- 4.11 Where a consumer appears to have poor literacy skills or whose natural language is not English then sales staff must take the necessary effort and time to ensure that the consumer understands all aspects of the transaction.
- 4.12 Similarly, when a consumer has made it clear to sales staff that they are in discussions at a time of stress or distress (following bereavement, for example) staff should again ensure the consumer fully understands all aspects of the transaction.
- 4.13 Accredited businesses will adapt their sales processes and have satisfactory provisions in place in order to attend to the needs of any vulnerable consumer.

The sales staff will assist and advise you throughout the sales process, ensuring it is a **positive and customer-focused experience.**

# The Sales Process (cont.)

## We would advise you to...

- Be aware of who any deposit is being paid to and its security, along with the cancellation terms.
- Ensure that any order form used contains all charges additional to the vehicle price in order to fully understand the total cost of your purchase.
- Take a knowledgeable person with you to inspect the vehicle and consider an independent inspection where appropriate before purchasing the vehicle.
- Check that the specification matches your order at the handover and the accredited business has fulfilled their requirement to supply you with a vehicle of satisfactory quality.
- Be clear with the accredited business about your specific circumstances and any anticipated changes to your circumstances to ensure that the accredited business can provide you with a finance product that meets your specific needs and future plans.
- Check that any vehicle 'service plan' costs that you might be considering are in line with the manufacturer's published 'menu pricing' costs for that vehicle's routine servicing. This information should be freely available within the dealership/garage.

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Consumer Protection from Unfair Trading Regulations 2008

Misrepresentation Act 1967

The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015

The Road Traffic Act 1988

General Product Safety Regulations 2005 and the 'Vehicle Safety Defects and Recalls: Code of Practice' published by the DVSA

The Passenger Car (Fuel Consumption and CO<sub>2</sub> Emissions Information) Regulations 2001

Data Protection Act 1998

Equality Act 2010



## What this commitment means to you

- 5.1 Where a warranty is being purchased or provided with a used vehicle, the accredited business will provide you with appropriate advice in recommending a suitable product and advise what the warranty will not cover.
- 5.2 Any warranty is in addition to and does not affect a consumer's statutory rights and it must include a statement which makes this clear to the consumer.
- 5.3 The transfer of the unexpired portion of the first three years of any new vehicle warranty to a subsequent owner is permitted by all vehicle manufacturers accredited to the Motor Industry Code of Practice for New Cars. Any further warranty period beyond the first three years may be subject to terms and conditions which will be clearly stated. More information about the New Car Code and its accredited manufacturers can be found at: **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**
- 5.4 All warranty documentation for any vehicle sold in the UK will be written in plain English and will be supplied to you at the time of purchase or within 14 days.
- 5.5 Where a vehicle has been pre-registered by the accredited business they will clearly explain how long is left of the manufacturer's new vehicle warranty.
- 5.6 High-pressure selling techniques will not be used in the sale of any warranty products and if you are unhappy with the product for any reason you will have 14 days from the receipt of your product literature to cancel the agreement.
- 5.7 An accredited business will not use any warranty or guarantee as a means of evading their legal obligations to you.
- 5.8 Where an accredited business offers warranty products that are insurance based, they will either be authorised by the Financial Conduct Authority or be an appointed representative of an authorised firm permitted to sell any general insurance products or other regulated activity.
- 5.9 Details of any warranty or guarantee will be provided in writing including any terms and conditions of the warranty/guarantee agreement.

Only **warranty products appropriate to your needs** will be offered during the sales process.



# Provision of Warranty Products (cont.)

## We would advise you to

- Be aware that a manufacturer's new vehicle warranty is a simple and straightforward method of allowing any faults of manufacture to be corrected at no cost to the consumer, without the necessity of pursuing legal redress against the accredited business.
- Make sure you understand the terms of any warranty, including the servicing criteria, specifically the service intervals in terms of mileage and time periods.
- If your vehicle has been serviced or repaired by an independent service/repair outlet, make sure you keep records of all work completed, including detailed invoices of the work and any parts used, plus the brand and specification of the oil and filters used.
- Where a vehicle is under its manufacturer's new vehicle warranty you should ensure that the service and/or repair is completed according to the manufacturer's requirements when taking your vehicle to an independent service/repair outlet. In general terms, warranty repair work will only be covered at no cost to you as long as it is undertaken by a franchised/authorised outlet.
- Choose a service and/or repair outlet which is accredited to the Motor Industry Code of Practice for Service and Repair for any service and/or repair work to ensure you are using a responsible business. Find your nearest accredited outlet at: **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

- Consumer Rights Act 2015
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Financial Services and Markets Act 2000
- Consumer Transactions (Restrictions on Statements) Order 1976
- Data Protection Act 1998



## What this commitment means to you

- 6.1** Where the accredited business offers finance to you to fund the purchase of a vehicle, the accredited business will provide you with enough information to allow you to make an informed decision about the finance products offered to you.
- 6.2** All finance product costs will be fully disclosed to you where finance products are being offered.
- 6.3** Where a vehicle is acquired on finance, the accredited business will provide you with appropriate advice in recommending a suitable product.
- 6.4** All finance documentation for any vehicle sold in the UK which the accredited business provides to you will be written in plain English.
- 6.5** The accredited business will provide you with the details of your finance agreement in writing including any contact and complaint information.
- 6.6** Any accredited business that has misrepresented a finance product during the sale of a vehicle will be in breach of the Vehicle Sales Code and bound to assist the consumer and finance company in resolving the dispute.
- 6.7** The accredited business will either be authorised by the Financial Conduct Authority, or be an appointed representative of an authorised firm permitted to sell any financial products or other regulated activity.

## We would advise you to...

- Make sure you can afford the monthly payments for any financial product you sign up to and be aware that they will be payable on a fixed date each month.
- Make sure you compare interest rates by looking at the APR (annual percentage rate) which should include all the charges you have to pay.
- Compare the total cost of borrowing, including all charges on the finance product.
- Ensure you have enough information about the kind of finance deal you are entering into and any early repayment charges before signing.
- When you acquire the vehicle on finance your contract may be with the finance company and therefore you should always notify them of any problems you have if the accredited business is unable to assist you directly. If a contract is with a finance company they will have their own complaints process and will advise you of your right to refer the matter to the Financial Ombudsman Service where appropriate (see the Financial Ombudsman Service section in the Appendix)
- Check the accredited business can provide evidence that a vehicle provenance check has been completed and has permission to sell the vehicle.

## For your information

Finance companies are regulated by the Financial Conduct Authority and may also subscribe to the Finance and Leasing Association's Lending Code. If your complaint is about your finance agreement, then you should contact the finance company directly and follow their complaints procedure.

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Financial Services and Markets Act 2000

Financial Conduct Authority Handbook including the Financial Conduct Authority Consumer Credit Sourcebook (CONC)

Consumer Rights Act 2015

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)

Financial Services (Distance Marketing Regulations) 2004

Data Protection Act 1998

# Your Vehicle Purchase

## What this commitment means to you

- 7.1** When you take delivery of your vehicle you will be made aware of the after-sales service provisions available, including details of the accredited business's complaints handling procedure.
- 7.2** You will receive a full documented handover regarding the operation of the vehicle and where appropriate all historic literature and documentation made available to the accredited business including a copy of the current MOT test certificate and the vehicle's service history.
- 7.3** All documents supplied with vehicles, including invoices and sales literature, will be presented and written in plain English.
- 7.4** An accredited business will meet its obligations to you under the Consumer Rights Act 2015 and the Road Traffic Act 1988 and will ensure your vehicle is fit for the purpose intended, of satisfactory quality and as described. This will not include wear and tear items where applicable for second-hand purchases and/or any defects specifically brought to your attention or that could have been reasonably identified during any examination of the vehicle that you may have undertaken before the contract is agreed.

Once you have purchased your vehicle, it is the accredited business's responsibility to ensure that it is supplied to a **high quality standard** which will meet with your expectations.

## We would advise you to...

- Ensure that the accredited business provides you with a detailed handover of your vehicle.
- Check that the vehicle matches your order at the handover and the accredited business has fulfilled its requirement to supply you with a vehicle of satisfactory quality.
- Inspect the vehicle where possible to ensure it meets your needs.

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

General Product Safety Regulations 2005 and the 'Vehicle Safety Defects and Recalls: Code of Practice' published by the DVSA

The Road Traffic Act 1988

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013



## What this commitment means to you

- 8.1** After purchase, the accredited business will assist and support you wherever possible with your vehicle.
- 8.2** The Aftersales support contact person for the accredited business will be made known to you during handover and within the sales literature provided with your purchase.
- 8.3** The Aftersales support and accredited business's facilities operate in line with the Motor Industry Code of Practice for Service and Repair (for further information on the Motor Industry Code of Practice for Service and Repairs please refer to [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org))
- 8.4** The accredited business will not use premium-rate telephone numbers in the provision of its Aftersales service.
- 8.5** In the event of a problem with your vehicle after purchase, the accredited business will observe its legal obligations to you in line with the Consumer Rights Act 2015 by ensuring the goods are fit for purpose, of satisfactory quality and as described. This will not include wear and tear items where applicable for second-hand purchases and/or any defects specifically brought to your attention or that would have been reasonably identified during any examination of the vehicle you have undertaken before the contract is agreed.

The accredited business will continue to provide you with **support and assistance** following the purchase of your vehicle.

### We would advise you to...

- Always contact the selling accredited business in the first instance to allow them an opportunity to assist you.

### For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Data Protection Act 1998

Equality Act 2010



# Complaints Handling

## What this commitment means to you

- 9.1** The accredited business will take effective, immediate action in order to ensure that you receive a fair response to your complaint.
- 9.2** The accredited business will have in place an accessible arrangement for the handling of complaints and details of the complaints procedure will be made available to you on request. Where the complaints handling system is computer-based, the ability to provide a durable copy of the complaints record is required.
- 9.3** The accredited business will co-operate fully with any consumer advisor or any other intermediary you choose to consult in an effort to resolve your complaint.
- 9.4** In the event that your complaint remains unresolved, the accredited business will advise you of your right to refer your complaint to The Motor Ombudsman.
- 9.5** The Motor Ombudsman is responsible for the operation of an impartial alternative dispute resolution service. The Motor Ombudsman adjudicators will provide an appropriate outcome for the complaint.
- 9.6** The accredited business will give every assistance to The Motor Ombudsman adjudicators while they are investigating a complaint, and in reaching a conclusion.
- 9.7** If either party disagrees with The Motor Ombudsman adjudicator's conclusion, the accredited business will submit to a legally binding final decision of the Ombudsman.
- 9.8** The accredited business will ensure that you are aware of its adherence to the Vehicle Sales Code by the prominent display of appropriate signage within the accredited business's premises, including copies of the Vehicle Sales Code (which should be made available by the accredited business to consumers upon request).
- 9.9** The accredited business will prominently display copies of the Consumer Guide to the Code within its premises and make copies available to consumers.
- 9.10** The Motor Ombudsman will analyse complaints regarding the Vehicle Sales Code or other matters referred to The Motor Ombudsman for adjudication. The results of this analysis will be published within The Motor Ombudsman's Annual Review.

## We would advise you to...

- Make your complaint in writing where possible so you can keep a record of all discussions and correspondence.
- Allow the accredited business a reasonable opportunity (of no less than eight weeks) to resolve your complaint. If you and the accredited business mutually agree that a deadlock has been reached before eight weeks have passed, and the accredited business provides a letter or email to this effect, then you may bring your complaint to The Motor Ombudsman before the eight week deadline has passed.
- Refer to The Motor Ombudsman in the event the matter remains unresolved. Further information can be found in the "Guidance On Handling Complaints" section in the Appendix.

- While accredited businesses are required to engage with The Motor Ombudsman, you still reserve your option to pursue your case outside of this mechanism through other legislative channels such as the Small Claims or County Court process.

## For your information

Where applicable to the accredited business and/or the transaction, the accredited business will observe the requirements of all applicable legislation and regulatory requirements, including without limitation:

Consumer Rights Act 2015

Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015

## Guidance on Handling Complaints

### Initial complaint

A consumer or intermediary who has a complaint about an accredited business should, in the first instance, refer the matter to the accredited business. A copy of the accredited business's complaint procedure should be made available to the consumer upon request.

If the complaint relates to a warranty or guarantee, then the consumer should also contact the warranty provider and notify them of the complaint.

The complaint, where possible, should be in writing and should be addressed to a senior executive, director, or the proprietor of the accredited business.

The accredited business will have up to eight weeks in which to issue a final response, but should aim to acknowledge your complaint within ten working days. A consumer can refer their complaint to The Motor Ombudsman once the accredited business has issued a final response, or if it has been more than eight weeks since the consumer contacted the accredited business and no response has been received. In the event that a complaint remains unresolved by the accredited business, then it shall make clear to the consumer their right to refer the complaint to The Motor Ombudsman.

### The Motor Ombudsman

The Motor Ombudsman will look at complaints where a potential breach of the Vehicle Sales Code has occurred. The service is free to consumers as an alternative to traditional avenues (such as a court).

### Adjudication

The service will require both parties to submit their complaint and any supporting evidence and an adjudicator will be assigned to review and resolve the dispute.

In complex cases where it is not always possible to resolve a dispute quickly, the adjudicator may need more time to gather further facts and supporting evidence from each party in order to reach a decision.

### Final decision

If a case remains unresolved or there is a difference of opinion that cannot be satisfactorily addressed at the adjudication stage, then it may be referred to the Ombudsman to make a final decision.

If the consumer accepts the final decision of the Ombudsman, it becomes legally binding on all parties. This constitutes the last stage of The Motor Ombudsman's process.

### Financial Ombudsman Service (Finance Agreements)

If the vehicle has been financed, then you may also direct your complaint to the relevant finance company. A complaint specifically about your finance agreement should be directed in the first instance to the finance company. If the finance company is unable to settle the dispute within 8 weeks or if you are unhappy with their final response, you may escalate the matter to the Financial Ombudsman Service.

More information can be found online at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Further Information

Complaints should be referred to The Motor Ombudsman within one year of the complaint being made to the accredited business or from the date of the final response letter, whichever is the later. If it has been more than six years since the purchase of the vehicle, then The Motor Ombudsman may not be able to consider the complaint.

Any written correspondence from you will receive a response within seven to ten working days of receipt and investigations will be concluded within reasonable timescales (determined by the nature of the investigation).

Further details about the terms of the service are available upon request or can be found at:

[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)

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# Appendix, guidance and advice (cont.)

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## How to contact The Motor Ombudsman

If all attempts to reach a satisfactory solution fail, consumers may refer the complaint to The Motor Ombudsman as set out above.

Accredited businesses should ensure that they advise consumers of their right to refer the complaint.

Consumers can find more information, including answers to our frequently asked questions and submit a dispute online at:

**[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

Or write to: The Motor Ombudsman,  
71 Great Peter Street, London SW1P 2BN

Information Line: **0345 241 3008**

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## Complaints Escalation Procedure

This diagram is intended to act as a visual aid to assist your understanding of the complaints escalation process that will be followed for any complaints made to or regarding an accredited business under the Vehicle Sales Code.

All references to 'TMO' are to  
'The Motor Ombudsman'.

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## Disciplinary Action

The Independent Compliance Assessment Panel (ICAP) is an independent panel which monitors the operation of the Vehicle Sales Code and accredited business compliance with the Vehicle Sales Code. ICAP will also meet to review cases of persistent or serious breaches of the Vehicle Sales Code by accredited businesses.

ICAP is independent of the sector and its authority over accredited businesses reflects the serious nature with which The Motor Ombudsman views non-compliance. It is the responsibility of The Motor Ombudsman to acknowledge when an accredited business has breached the Vehicle Sales Code in a manner that requires more than adjudication and make a referral to ICAP.

## Other Codes of Practice

If the complaint is not about a vehicle purchase issue, then The Motor Ombudsman may still be able to assist if it is covered by another Code of Practice. For more information on all the other Codes, visit: **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

## ADR Certified

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

## The Chartered Trading Standards Institute Consumer Codes Approval Scheme (CCAS)

The Motor Industry Codes of Practice are approved by the Chartered Trading Standards Institute Consumer Codes Approval Scheme, which facilitates self-regulation and aims to bolster consumer protection and improve customer service standards.

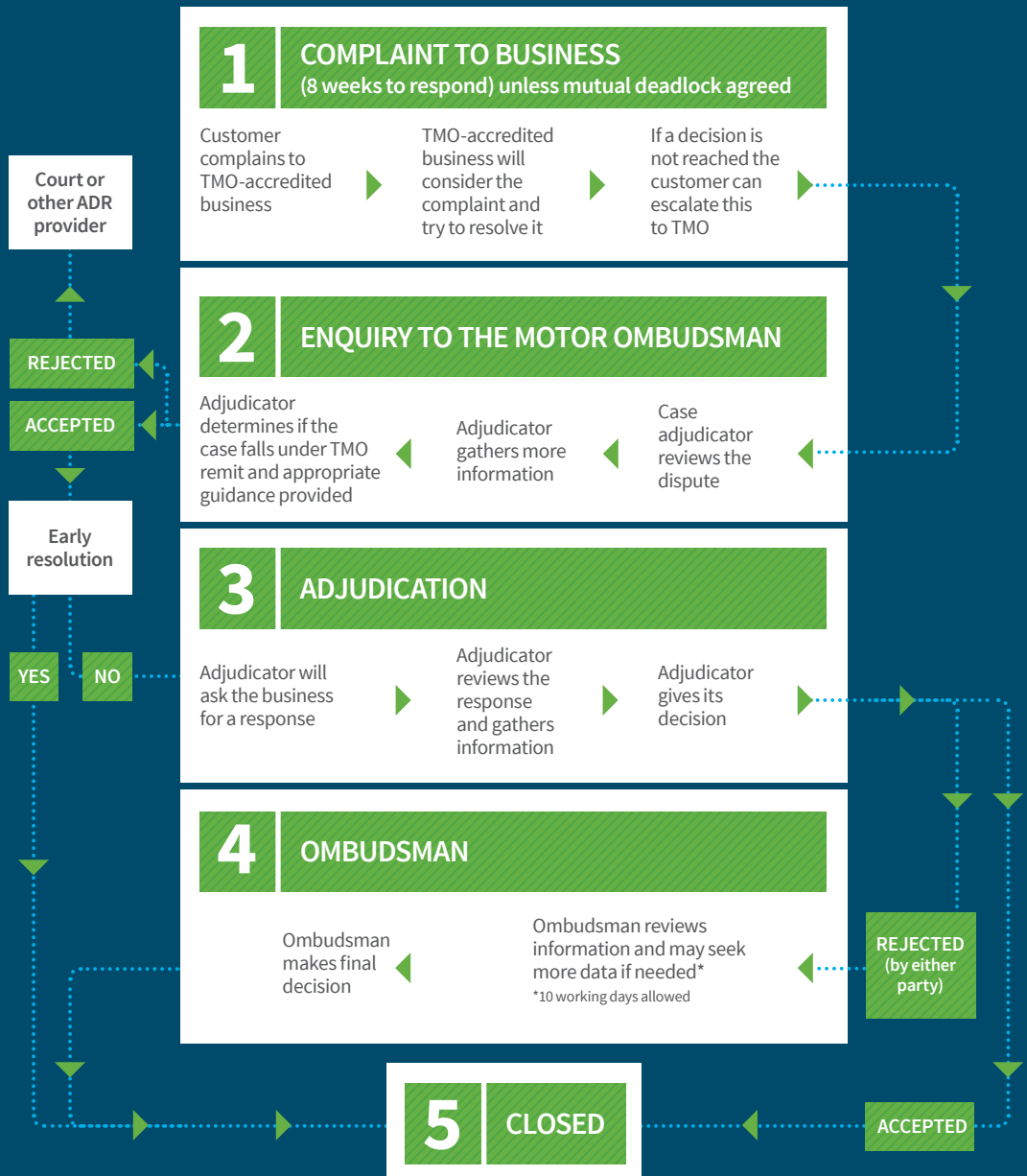
## Customer Satisfaction Survey

The customer satisfaction survey is used to monitor accredited business' performance under the Vehicle Sales Code. The results of the survey will be published in The Motor Ombudsman Annual Report.

The customer satisfaction survey can be accessed at: **[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

## Data

For the purpose of monitoring and resolving complaints, and monitoring compliance with the Vehicle Sales Code as well as assessing consumer satisfaction, accredited businesses may pass personal data to The Motor Ombudsman who may analyse that data and publish findings based on it. Accredited businesses and The Motor Ombudsman will process personal data at all times in accordance with the Data Protection Act 1998.



The Motor Ombudsman aims to have all cases resolved within 90 days. However, sometimes things can be a bit trickier and it may take longer to reach a decision. If that is the case, The Motor Ombudsman will keep both parties informed at every step of the way.

# Used car pre-sales minimum standards checklist

In line with section 2.9, accredited businesses will be required to complete a used car pre-sales checklist on all used vehicles prior to sale which will conform with the following minimum set of standards. This is to ensure your vehicle has been sufficiently checked and is in a roadworthy condition prior to sale

Vehicle Checklist item	Ok	Advisory	Action
<b>Body exterior</b>			
Panel condition/alignment			
Paintwork			
Exterior trim			
Glass/mirrors			
Bumpers/number plates			
Door locks/operation			
Fuel filler cover/petrol cap			
Soft top-tonneau condition			
Body damage			
Past repair evident			
Corrosion			
Mud flaps			
<b>Engine compartment</b>			
Coolant level / condition / antifreeze strength			
Radiator, cap & hoses (head gasket)			
Power steering fluid level / condition			
Battery level and condition			
Engine oil level and condition			
Brake fluid, level, condition, boil point			
Drive belts			
Clutch fluid level			
Water pump			
Fuel pump/pipes			
Excess fumes/smoke			
Fluid leaks – engine / underside / fuel			

Vehicle Checklist item	Ok	Advisory	Action
<b>Electrical controls</b>			
Lighting – all including reverse			
Electric windows/sunroof/convertible roof			
Wipers/washers			
Headlamp wash/wipe			
Heating/air conditioning – operation			
Entertainment incl. sat nav and accessories			
Electric seats			
Electric mirrors			
Malfunction indicator lamps			
Controls/switches/instruments/horn			
<b>Interior/luggage compartment</b>			
Steering wheel alignment/adjustment			
Seat upholstery/adjustment/belts			
Mirrors – internal			
Carpets			
Door trims panels			
Illumination lights			
Headlining/visors			
Dash panel (condition)			
Tool kit			
Rear parcel shelf			
Boot/tailgate lock			
Door fittings/operations/seals/hinges/trim			
Cigarette lighter			

Vehicle Checklist item	Ok	Advisory	Action
<b>Front suspension and steering</b>			
Steering components – condition			
Suspension (front) – condition & drive shafts			
Suspension (rear) – condition & drive shafts			
Wheels hubs/bearings			
Pipes/hoses/gaiters			
Corrosion protection			
Corrosion - floor/chassis			
Tie bars/anti-roll bars			
<b>Clutch/transmission – manual</b>			
Cables/adjustments/fluid/oil leaks			
Casings/mountings/gaiters			
Linkages/(wear)universal/sliding joints			
Prop shaft/drive shaft			
Bearings/supports			
Four-wheel drive transmission			
Hydraulic system			
<b>Wheels and tyres</b>			
OSF tyre conditions mm / size / pressure			
OSR tyre conditions mm / size / pressure			
NSR tyre conditions mm / size / pressure			
Spare tyre conditions mm / size / pressure			
Wheel condition OSF/OSR/NSR/NSF/Spare			
<b>Brakes</b>			
Master cylinder security			
Servo/power system			
Flexible hoses/pipes/connections/fluid leaks			
Pipes/connections/fluid leaks			
Discs/pads (if visible)			
H/brake/operation adjustment/linkage			
Pedal/linkage			

Vehicle Checklist item	Ok	Advisory	Action
<b>Exhaust system</b>			
Manifold/pipes			
Heat shields/mountings			
Joints/couplings			
Silencer(s) catalyst			
<b>Fuel system</b>			
Tank/fixings/evidence of leaks			
Fuel lines			
Breather pipes			
<b>Road test</b>			
Engine – performance/noise			
Excess smoke			
Overheating evidence			
Gearbox operation/noise level			
Auto changes/kick down			
Final drive operation/noise level			
Clutch operation			
4WD operation			
Cooling fan operation			
Instrument/controls function			
Steering wheel alignment			
Steering effort/general steering/handling			
Footbrake operation			
Hand/parking brake operation			
Suspension noise			
Road holding/stability			
Hot restarting			
Warning lights			
Cruise control			
<b>Office checks</b>			
Service history checks			
Provenance check			
Mileage validation checks (km/miles)			
Previous keeper / seller checks			
Cam belt history / due			
DVSA or MCL safety recalls check			

## Used car pre-sales minimum standards checklist (cont.)

**Any other comments to be noted:**

[illegible]



**TheMotorOmbudsman.org**

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## Further Information

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### Enquiries or complaints

The Motor Ombudsman telephone:

0345 241 3008

The Motor Ombudsman website:

**[www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)**

### Relevant web links

- The Chartered Trading Standards Institute:  
**[www.tradingstandards.uk](http://www.tradingstandards.uk)**
- Advertising Standards Authority:  
**[www.asa.org.uk](http://www.asa.org.uk)**
- Citizens Advice Bureau:  
**[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)**
- Financial Ombudsman Service:  
**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**
- Financial Conduct Authority:  
**[www.fca.org.uk](http://www.fca.org.uk)**
- Ofcom: **[www.ofcom.org.uk](http://www.ofcom.org.uk)**

### Legislation web links

Information on the legislation referred to in the Vehicle Sales Code can be found on the website:  
**[www.legislation.gov.uk](http://www.legislation.gov.uk)**

### Legislation referred to within the Vehicle Sales Code

- Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006)
- Consumer Protection from Unfair Trading Regulations 2008
- Consumer Rights Act 2015
- Financial Services (Distance Marketing) Regulations 2004
- Financial Conduct Authority Handbook including the Financial Conduct Authority Consumer Credit Sourcebook (CONC)
- Financial Services and Markets Act 2000
- General Product Safety Regulations 2005 and the 'Vehicle Safety Defects and Recalls: Code of Practice' published by the DVSA
- Misrepresentation Act 1967
- Ofcom Broadcasting Code (TV/Advertising)
- The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- The Passenger Vehicle (Fuel Consumption and CO<sub>2</sub> Emissions Information) Regulations 2001
- The Road Traffic Act 1988
- The UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing
- Data Protection Act 1998
- Electronic Commerce (EC Directive) Regulations 2002
- Equality Act 2010



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Motor Industry Code of Practice for **Vehicle Sales**