

# Cars

## The AA Dealer Promise Code of Practice

The AA Dealer Promise Code of Practice covers the following:

- 1. AA Dealer Promise
- 2. Advertising
- 3. Customer Care
- 4. Quality Assurance

#### 1. AA Dealer Promise

You have signed our Dealer Promise - the AA's Commandments of Gold Standard customer service.

You have agreed to......

#### 1.1 Provide a minimum of 6 months MOT on all vehicles

You will provide a minimum 6 months MOT on all vehicles.

#### 1.2 Allow customers to test drive any vehicle \*

You will allow customers to test drive any vehicle if they request one.

#### 1.3 Welcome any vehicle inspection before a customer buys \*

You will allow any inspection by a third party if requested by a customer prior to sale.

#### 1.4 Make sure every vehicle is in good condition

We expect all AA Cars Dealers to maintain their vehicle preparation standards and to operate consistently at all times.

We carry out history checks through Experian on all of your vehicles before they go on our site to make sure they haven't been declared as stolen and to confirm the

number of previous keepers and recorded mileage. As we believe in transparency, we show the history check details for free on every vehicle listed.

#### 1.5 Provide V5 registration and service records where available

You will provide any essential paperwork related to the vehicle for the customers peace of mind.

#### 1.6 Work closely with the AA Cars team to help with any issues

If by chance anything does go wrong before, during or after the sale, we'll be here to help you and your customer through mediation. We have a dedicated team that will work with you both to try and find the fairest solution.

\* Online vehicle retailers are unable to offer this prior to sale. However, a comprehensive money back guarantee allowing you to return a vehicle within no less than 14 days for a full refund is offered.

### 2. Advertising

- 2.1 You will advertise openly, honestly, with integrity and not in a way that could mislead customers.
- You will help to clarify any offers and guarantee the customer understands any terms and conditions set up.
- 2.3 Unless additional extras have been agreed and decided upon by the customer, the price charged for the vehicle must not be greater than that advertised.
- 2.4 In the event an 'exchange' price is offered for the customer's current vehicle, you will use an industry standard evaluating guide such as Cap HPI which can be found here.
- **2.5** Advertisements must comply with any relevant code of advertising including:
  - UK Code of Non-broadcast Advertising and Direct and Promotional Marketing
  - The UK Code of Broadcast Advertising covering both television and radio
  - Phone-paid Services Authority Code of Practice
  - Any other relevant code of advertising
  - All other relevant statutory requirements, such the Consumer Protection from Unfair Trading Regulations 2008

For guidance on advertising regulations, please follow this link: Car Traders and Consumer Law

#### 3. Customer Care

In order to ensure that your customers receive the best level of customer service from your dealership, you agree to the following:

- 3.1 Dealership staff will adhere to The AA Cars Code Of Practice and will receive any relevant training and support in order to understand their obligations.
- 3.2 Details of the AA Cars Dealer Promise will be displayed in a suitable location within your dealership and on your website for customers to view. Leaflets are also available free of charge if requested.
- 3.3 Dealership staff will remain professional at all times, be on hand to answer any questions or concerns customers may have about vehicles for sale and use their knowledge and experience to help them make their decision.
- **3.4** Dealership staff will provide precise and accurate information about a vehicle for sale.
- 3.5 Dealership staff will not place any unnecessary pressure or apply deceptive selling techniques on customers to purchase a vehicle, ensuring that vulnerable customers are given appropriate time and all reasonable assistance for them to make an informed decision about their purchase.
  - For guidance on how to identify a vulnerable customer, please follow this link <a href="https://www.businesscompanion.info/focus/consumer-vulnerability">https://www.businesscompanion.info/focus/consumer-vulnerability</a>
- 3.6 Where a customer appears to have difficulties interpreting any literature or whose natural language is not English, dealership staff must take the necessary effort and time to ensure that the customer understands all aspects of the sale. Similarly, when a customer has made it clear to staff that they are in discussions at a time of stress or distress (following bereavement, for example) staff should again ensure the customer fully understands all aspects of the sale.
- 3.7 Dealership staff will help any customer who feels they need extra support from family members or friends to buy a vehicle and will handle the representative of the customer in the same way as they would deal directly with the customer.
- 3.8 Dealership staff will provide a suitable and appropriate area for customers to view vehicles for sale without obstruction or anything preventing them from doing so.
- 3.9 If the dealership offers any additional services such as breakdown cover, financing, Insurance products, service plans or warranties, the terms and conditions of those services, as well as the accredited company, will be made clear and transparent to the customer at the point of sale. Any of these additional services should be offered without any high pressure selling techniques being applied. Dealership staff will also

ensure the customer is aware of any terms and conditions that could render the additional services as void.

- 3.10 Any additional costs for other products or services that are agreed to prior to the completion of the sale will be detailed in writing by dealership staff.
- **3.11** A customer's legal rights will not be diminished under any applicable consumer protection laws if the dealership offers any additional benefits as part of the sale.
- 3.12 Dealership staff will ensure that the terms and conditions of the contract are clear, fair, accurate and must comply with the Consumer Rights Act 2015 and will provide this in writing.

This includes the right to cancel, the return of deposits if the planned sale is cancelled, and any fair costs involved in doing so. In the event that the dealership does not fulfil the conditions of the sale, dealership staff will ensure that deposits taken for the vehicle are protected and returned as appropriate.

Dealership staff will ensure that if the vehicle is being purchased at distance, online or over the phone.

For guidance on selling vehicles at distance or online, please follow this link: Selling goods via online platforms | Business Companion

- 3.13 Dealership staff will meet their obligations to customers under the Consumer Rights Act 2015 and will ensure the 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 the customers attention, or that could have been reasonably identified during any examination of the vehicle that the customer may have undertaken before the contract is agreed.
- 3.14 At the point of sale, dealership staff will determine a mutually agreed date and time for the customer to collect their vehicle. If the vehicle is unlikely to be ready for collection by the agreed time, staff will update the customer as soon as possible and offer an alternative time, date or remedy.
- 3.15 In the event that the vehicle is to be delivered to the customer, as opposed to collection from the dealership, the customer will be entitled to the same level of customer care during the handover process, including when this is being handled by a third party on behalf of the dealership.
- 3.16 On collection or delivery of the vehicle to the customer, the dealership staff will ensure the customer receives all advertised benefits and will make customers aware of their complaint and after sales process.
- 3.17 The dealer will ensure that they have an easily accessible complaints process in place which is speedy, responsive, accessible and has user friendly procedures for dealing with customer complaints. This process will be made available for review upon request.

- 3.18 Adequate authority will be given to customer-facing staff to settle any concern quickly and courteously without the need for anything to be escalated.
- 3.19 In the event that the initial matter can not be resolved without escalation, the dealership is obligated to arrange for someone who is appropriate to serve as a customer service manager to handle the complaint. They will ensure that all complaints are responded to within a reasonable time limit, within a maximum of 14 working days, and they maintain regular contact with the customer to ensure that they are kept informed throughout. AA Cars offers support to you and your customer throughout this process if required.

## 4. Quality Assurance

We expect all AA Cars Dealers to maintain their vehicle preparation standards and to operate consistently at all times. Your dealership will be audited by us annually.

Support, advice and guidance is available to your dealership when required and as part of the mediation service we provide under the AA Dealer Promise Code.