

NCC BEST PRACTICE GUIDE

FOR LEISURE VEHICLE DEALERSHIPS

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NCC Best Practice Guide

for Leisure Vehicle Dealerships

The NCC Best Practice Guide for dealerships who are selling new and pre-owned motorhomes and touring caravans and any related accessories sourced and provided by the dealer as part of the sale sets out the transactional relationship between the dealership and their customers.

The standards of best practice are set out alongside guidance for leisure vehicle dealerships.

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INTRODUCTION

1. This guide is for dealerships who are selling either new or pre-owned motorhomes and/or touring caravans and any related accessories sourced and provided by the dealer as part of the sale to consumers and applies to all sales entered into on or after 29 April 2024. It sets out the standards of best practice that dealerships should apply in their marketing and selling of motorhomes or touring caravans to consumers, and it also applies to the aftersales care that can be expected post-purchase.
2. Dealerships should adopt the standards of best practice, procedures and information

detailed in this guide. If they take a different approach to satisfy the standards set out, dealerships should provide a similar level of information and achieve a similar outcome to that which the guidance requires.

3. The purpose is to set out a standard of best practice that the motorhome/touring caravan purchaser can expect dealerships and their staff to adhere to.
4. The guide applies to motorhome/touring caravan purchasers, motorhome/touring caravan dealerships and their staff as stated in the scope.

MEANING OF WORDS

Approved Workshop Scheme (AWS)

A joint enterprise between the NCC, Caravan & Motorhome Club and The Camping and Caravanning Club, the Approved Workshop Scheme is the only scheme to be supported by all major manufacturers for repair, servicing and habitation work undertaken on motorhomes and touring caravans: <https://approvedworkshops.co.uk/>. It is a mandatory requirement for NCC member dealerships to either operate a workshop under the scheme or contract their work out to an appointed AWS member workshop.

Consumer

A person who acquires goods and/or services for their own personal needs. For the purposes of this guide a consumer is not a company or similar legal entity, but it includes and describes any person enquiring about purchasing a new or pre-owned motorhome or touring caravan and any person purchasing a new or pre-owned motorhome or touring caravan from the dealership.

Central Registration and Identification Scheme (CRiS)

A scheme that allows a touring caravan keeper to register their ownership of the vehicle and also check the history of a touring caravan. Dealerships will use CRiS to check the history of a pre-owned touring caravan before offering it for sale: www.cris.co.uk/.

Driver Vehicle and Licensing Agency (DVLA)

The government agency which holds the records of vehicles and drivers.

Guide

This covers all interactions between a consumer and a leisure vehicle dealership whether occurring before, during or after a commercial transaction in relation to goods or services covered by this guide.

Independent Case Examiner (ICE)

A service appointed by but operated independently of the NCC to investigate and make rulings on consumer disputes involving NCC member dealerships.

Leisure Vehicle Dealership/Dealership/Dealer

A dealership selling motorhomes and/or touring caravans and any related accessories sourced and sold by the dealer to consumers.

Manufacturer

The motorhome or touring caravan manufacturer.

Marketing and Advertising

Any activity designed to promote the dealership, its products or services. This includes promotion or marketing verbally, in writing, through online or social media or any other medium.

NCC

The National Caravan Council. The UK trade association that has created and promotes this industry best practice guide and can influence and raise standards within its membership.

MEANING OF WORDS

NCC Best Practice Guide

The standards of best practice that leisure vehicle dealerships are expected to adhere to when marketing and selling motorhomes or touring caravans to consumers. It also applies to the aftersales service and any related accessories sourced and provided to customers only who have purchased these through the dealership.

NCC Informal Dispute Resolution Service (NCC IDRS)

A service operated by the NCC for its members aimed at delivering a mutually agreeable outcome to an unresolved complaint between the consumer of a leisure vehicle dealership in membership of the NCC where attempts by both parties have failed and a final decision has been issued by the dealership.

NCC Manufacturer Approval Scheme (NCC MAS)

The Manufacturer Approval Scheme operated by the NCC is designed to assess the manufacturer's competence to produce and self-certify consistently compliant products with all relevant British Standards and European Norms, industry Codes of Practice, and NCC technical interpretations current at the time when it left the manufacturer's factory.

NCC Member

A business that has achieved the NCC's membership eligibility requirements and has become a member which permits them to display the NCC logo. NCC dealership members are expected to abide by the standards set in this guide. A full list of NCC members is

available on the NCC website: www.thencc.org.uk/find-a-member/

OTR

'On the Road' – The total cost of a new leisure vehicle which includes first year of registration, number plates, road tax, pre delivery inspection, delivery charges to the point of purchase, insurance, any finance handling fees and in most instances fuel – so everything required to allow it to be taken on the road legally.

Standard

The standards of best practice that dealerships who subscribe to this Best Practice Guide must comply with including all dealings with prospective customers who are consumers.

Vulnerable Consumer

Someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a dealership is not acting with appropriate levels of care. Vulnerability may come in many forms and may be temporary, sporadic or permanent. It may need a flexible, tailored response from a dealership.

Warranty

Taken to include the manufacturer's warranty and any extension offered by the seller of a new leisure vehicle – motorhome/touring caravan. It also includes any warranty offered by the dealership on a pre-owned motorhome/touring caravan.

SCOPE OF THE GUIDE

1. The NCC is committed to promoting this guide for products and services supplied by leisure vehicle dealerships to ensure that NCC member dealers meet the standards set out as a core criteria of their membership.
2. A dealership covered by this guide is one that offers new or pre-owned motorhomes and/or touring caravans for sale to consumers and any related accessories sourced and provided by the dealer as part of the sale.
3. The guide covers the transactional relationships between dealerships and their customers throughout the purchase process. It does not apply to those who hire motorhomes or touring caravans from a dealership.
4. The guide has been prepared for the leisure vehicle dealership sector and dealerships who are members of the NCC.
5. Leisure vehicle dealerships should have regard to this guide, and compliance is expected for all dealer members of the NCC.
6. In the event that an NCC dealer member is found to be in persistent breach of the standards set out in this guide, NCC rules of membership will apply, and the matter will be dealt with under the NCC's Disciplinary Procedure. Disciplinary action can include a written warning, suspension or termination of membership. Each member has the right of appeal.

1. ADOPTING THE GUIDE

1.1 ADOPTING THE GUIDE

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

Leisure vehicle dealerships should comply with the standards set out in this best practice guide.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You are expected to comply with all the Standards.

You should adopt the standards of good practice, procedures and information detailed in this guide. If you take a different approach to satisfy the standards set out here, you should provide a similar level of information and achieve a similar outcome to that which the guide sets out.

You must act with integrity by conducting your business in an honest, fair and professional manner, exercising due care, skill and diligence.

1.2 STAFF TRAINING

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

The leisure vehicle dealership must provide suitable training to all staff who deal with prospective motorhome/touring caravan purchasers about their responsibilities toward the prospective customer and having due regard to the suitability of the selected vehicle as well as their obligations under consumer legislation.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

Your staff should be trained to understand:

- The guide's details
- Your key legal responsibilities
- Their responsibility to their customers

Not all staff are expected to have received the same level of training. Its extent will depend upon their role. You should hold a record of all staff training and NCC members must be able to provide evidence of attendance and understanding to the NCC should this be requested. Updated training should be conducted on a regular basis and evidence held.

You should also ensure that any subcontractors that you may instruct in the course of your business are aware of the relevant provisions in the guide and carry the relevant training/qualification (external and/or internal) as appropriate.

Any workshop (including subcontracted workshops) used in the repair or mechanical/habitational servicing of a motorhome or touring caravan will be a member of the Approved Workshop Scheme (AWS), which is a requirement for NCC member dealerships.

2. MARKETING AND ADVERTISING

2.1 MAKING THE GUIDE AVAILABLE

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

Leisure vehicle dealerships who are members of the NCC will prominently display the NCC member dealer logo in all sales offices and on all marketing material including printed and digital and on their website.

Dealerships will provide a copy of this guide to any prospective motorhome / touring caravan purchaser and the guide should also be made available as a digital download from their website. If requested, a draft copy of their sales terms and conditions should also be made available prior to purchase.

As a potential buyer you can expect to have as much time as you need to review all documentation before committing to the purchase.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

NCC member dealers should use the NCC logo in accordance with the NCC's brand guidelines. An NCC member dealer can also incorporate the NCC logo into their website.

A copy of this guide should be provided to the customer in advance of any sale. If the customer requests, a 'sample' copy of the sales order form and the sales terms and conditions, this should also be provided. The customer shall be given as much time as they require to review this documentation prior to agreeing to the purchase.

Copies of this guide may be supplied in hard copy or electronic form and made available as a digital download from the dealership's website.

2.2 VULNERABLE CUSTOMERS

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

The dealership will, at all times, ensure that they consider the evident or declared needs of a customer in any situation in which they may be unable to engage fully or effectively which may make them vulnerable.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

Your sales staff should understand the concept of consumer vulnerability and situations in which they may not be able to engage effectively or fully and be trained on how to identify and support customers in such circumstances.

You will ensure that vulnerable customers will be provided with any extra information they require to ensure they are not making any decisions with incomplete data, having regard to the fact that a vulnerable customer may require more time or information in order to make a decision. To ensure the protection of customers deemed vulnerable (as per the definition) you as a dealership may need to tailor your services to the specific needs of vulnerable customers.

A guide to identifying consumer vulnerability can be found at www.businesscompanion.info/focus/consumer-vulnerability

2. MARKETING AND ADVERTISING – continued

2.3 MARKETING AND ADVERTISING

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

Leisure vehicle dealerships will ensure that their marketing is honest, clear and accurate.

Leisure vehicle dealerships will display clear and unambiguous pricing information on both their sales forecourts and their websites.

Leisure vehicle dealerships should not use high-pressure selling techniques.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You will ensure that you fully comply with all legislation and regulations relevant to marketing and advertising. This includes marketing and advertising codes, consumer law and related legislation.

Your pricing information will be unambiguous and clearly displayed, ensuring that:

- Prices include an 'on the road' (OTR) or 'ready for use' price
- Prices are displayed inclusive of VAT
- Restrictions on any sales offer or promotion, are clearly stated

Where motorhome or touring caravan models are displayed for sale, you should produce a pricing template that, at least, includes the following;

- Make
- Model
- Year
- No of Berths
- Features
- Price of model – the OTR price of the model on display (including VAT)

You will ensure that your sales staff do not give misleading sales advice or use techniques which place undue or improper pressure on customers. Examples of this include; persistent and/or aggressive telephone calls/emails, or behaviour at the point of enquiry that encourages the prospective purchaser to act quickly to place a deposit on the motorhome or touring caravan in order to secure a deal.

You will ensure that where your marketing or advertising refer to 'guarantee' or 'warranty', full details of these will be available. You must also make it clear that the guarantee or warranty terms will not affect the purchaser's normal consumer rights.

3. THE PURCHASING PROCESS

3.1 CHOOSING YOUR VEHICLE

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

The provenance of all pre-owned vehicles will be checked before being offered for sale, this will include checks to ensure that there is no outstanding finance, the vehicle is not stolen, and that the vehicle has not previously been written off.

The dealership will discuss your requirements with you, having regard to your driving experience and any special requirements that you may have i.e. a vehicle suitable for a large number of passengers, or for use in unusually cold or hot climates. If the vehicle you are interested in isn't suitable for your requirements the dealership will advise accordingly and suggest more suitable alternatives.

The dealership will also make you aware of any optional extras that may be available for your chosen vehicle, and appropriate for your intended use, but you will not be pressured into purchasing any additional accessories.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

Due diligence must be employed to undertake industry recognised methods of ensuring that any pre-owned vehicle offered for sale is safe and legal to sell and has not previously been written off by an insurance company. The results of these checks should be retained on record.

If the customer makes any specific requirements that need to be met by the vehicle that they are planning to purchase known to you, you will take all reasonable measures to ensure that the vehicle is suitable and, if not, advise the customer accordingly and suggest more suitable alternatives.

You will make customers aware of any optional extras that may be available for the vehicle that they have chosen along with the extra cost. No pressure should be applied to purchase any additional product or extra accessory.

3. THE PURCHASING PROCESS – continued

3.2 PAYLOADS AND SAFE OPERATION OF THE VEHICLE

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

The dealership will explain the concept of payloads to you in relation to your usage requirements and any additional accessories that you may wish to add to the vehicle and advise of any impact these may have.

As part of this discussion the dealership will provide you with a copy of the most recent version of either
• [The NCC Motorcaravan Guide](#) or
• [The NCC Caravan Towing Guide](#)

Whichever is appropriate to your purchase.

The dealership may check your driving licence to ensure that you are correctly licensed to drive the motorhome/campervan that you are interested in purchasing.

In the case of a touring caravan purchase, the dealership is encouraged to use an industry recognised service such as TowCheck to check that the proposed car/caravan towing combination is safe and legal and suitable for your level of towing experience and discuss the results with you. If you are new to towing the dealership will discuss and suggest undertaking relevant trailer training courses including those available from the Camping and Caravanning Club, the Caravan and Motorhome Club and those offered under the government approved Accredited Trailer Training Scheme.
<https://www.gov.uk/government/news/drivers-urged-to-get-training-to-tow-trailers-and-caravans-safely>.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You will explain how payloads operate in general and specifically in relation to the vehicle that the customer is interested in and the effect that any proposed accessories may have on their ability to use the vehicle effectively.

Copies of the following NCC consumer guides:

- [The NCC Motorcaravan Guide](#)
- [The NCC Caravan Towing Guide](#)

should be provided in either hard or electronic version to every customer considering purchasing a motorhome or touring caravan.

Copies of these guides can be requested from the NCC via email: info@thencc.org.uk

You will check the customers driving licence to confirm that they are correctly licensed to drive the vehicle they are considering. In all cases where a touring caravan is being purchased an industry recognised service (such as NCC TowCheck) should be used to confirm the legality and safety of the proposed caravan and tow-vehicle combination.

The result of the check should be discussed with the customer who should be given a copy, with a second copy of the result to be retained on file by the dealership. Please see the NCC TowCheck website for more information on this service: <https://www.towcheck.co.uk/>

For customers new to towing you should discuss and suggest relevant trailer training courses including those available from the Camping and Caravanning Club, Caravan and Motorhome Club and those offered under the government approved Accredited Trailer Training Scheme including <https://safetowscheme.co.uk/find-an-approved-trainer/>.

3. THE PURCHASING PROCESS – continued

3.3 NCC MANUFACTURER'S APPROVAL SCHEME (NCC MAS)

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

Leisure vehicle dealerships will ensure that all new and pre-owned motorhomes and/or touring caravans that they sell have been approved under the NCC Manufacturer's Approval Scheme (NCC MAS) (or another recognised scheme that assesses motorhomes/touring caravans against the relevant British and European standards) unless previously advising you in writing to the contrary before any sales agreement is signed.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

If the customer is proposing to purchase a model that has not been approved under the NCC Manufacturer's Approval Scheme (NCC MAS) (or another recognised scheme that assesses motorhomes/touring caravans against the relevant British and European standards), you should inform them of this and, if the purchase proceeds, this should be noted on the sales order form before the customer signs it.

Details of all motorhome/touring caravan manufacturers in membership of the NCC, together with details of the models under the NCC MAS can be obtained at www.thencc.org.uk/about-ncc/manufacturers-approval-scheme/.

3.4 SALES TERMS AND CONDITIONS

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

When the sale is agreed the dealership will issue you with a sales order form which includes the terms and conditions of sale.

The dealership will go through the individual terms of sale to ensure that you understand them before signing, drawing particular attention to any right to cancel the purchase and what will happen to any deposit paid in the event of a cancellation.

An estimated delivery date for the goods will be agreed and added to the sales form before it is signed.

If the sale is being partly funded by the part exchange of a vehicle, the dealership will clearly explain the terms of the part exchange, whether the agreed value of part exchange vehicle is subject to change and if so, how this may occur.

If you are purchasing remotely, i.e. a distance sale, or buying online your additional rights will be brought to your attention within the sales terms and conditions.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You will use either the NCC example terms and conditions or your own version which should offer terms that are no less favourable than those set out in the NCC example document. If using your own terms and conditions, you should ensure that the layout is clear, they are printed in a legible font and written in plain English that a customer can easily understand. Potentially confusing or intimidating language or legalese must not be used. If using your own terms and conditions, you should ensure that you do not use any unfair terms, as defined in Parts 1 & 2 of the Consumer Rights Act 2015. You should ensure that the terms and conditions comply with all relevant consumer legislation and regulations, and you should follow the provisions in this guide. A copy of the Competition and Markets Authority (CMA) guidance on unfair contract terms can be downloaded here https://assets.publishing.service.gov.uk/media/5a7f8b58ed915d74e33f716e/Unfair_Terms_Main_Guidance.pdf.

Before signing the terms and conditions you will ensure that the customer fully understands them. Cancellation rights, cooling off periods, delivery dates and the conditions attached to any agreement to part exchange a vehicle must be clearly explained and should be drawn to the customer's attention. There should be clear reference to the different rights that the consumer has in the event of the sale falling within the definitions of 'off-premises' or 'distance' and the dealership should adhere to all additional obligations under consumer legislation involved in selling via a 'distance' or 'off-premises' sale.

4 TAKING DELIVERY

4.1 PRE-DELIVERY

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

For new vehicles:

- the dealership will undertake a pre-delivery inspection (PDI) of your vehicle before it is delivered to you/you pick it up and will confirm to you in writing that this has been completed.

For pre-owned vehicles:

- the dealership will ensure that the base vehicle (in the case of a motorhome) and the internal habitation section of the unit have been inspected, safety checked and serviced by their own workshop (or an appointed AWS workshop) and will confirm to you in writing that this has been completed.

If a failure or issue is identified during the course of any PDI/safety checks that may cause the delivery/collection of your vehicle to be delayed, the dealership will contact you to discuss a mutually acceptable method of addressing this, having regard to the sales terms and conditions that have been agreed between you.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You will ensure that all new motorhomes/touring caravans that you sell have undergone a rigorous PDI before handing over to the customer. You will ensure that the staff members responsible for undertaking a PDI are fully trained and that a PDI check sheet is completed and signed for every inspection and then retained within the sales file.

You will ensure that all pre-owned motorhomes/touring caravans have undergone thorough safety checks and servicing to ensure that they are safe to use. These checks must include the internal habitation area and must be undertaken by a fully and appropriately qualified technician, either in your own workshop or by an appointed AWS workshop.

In the event of a failure during a PDI or safety check that will delay the delivery of the motorhome/touring caravan you will notify the customer of the failure and agree a course of action between you, having regard to any relevant term within the sales order and your obligations under consumer law.

For dealerships who sell post-registration converted motorhomes/campervans in part-exchange, or from new, they must exercise increased diligence to ensure that whatever vehicles they place on the market for sale are fit for purpose and of satisfactory quality and meet the requirements under EU and GB Type Approval.

4.2 REGISTERING THE VEHICLE

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

For new motorhomes:

- The dealership will register the vehicle with the Driver and Vehicle Licensing Agency (DVLA) before you collect the motorhome, or it is delivered to you. The administration cost of registering the motorhome will be included in the OTR price quoted.

For pre-owned motorhomes:

- The dealership will arrange the transfer of the V5C (log book) into your name as the new keeper. The administration cost of transferring the ownership will be included in the 'ready for use' price quoted.

For new touring caravans:

- the dealership will seek your written permission to register your ownership on the Central Registration & Identification Scheme database (CRiS).

For pre-owned touring caravans:

- the dealership will seek your written permission to register the ownership on your behalf or provide CRiS with your details so that they can contact you to carry out the transfer of ownership.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

New motorhomes must be registered with the DVLA and the customer must be advised that they cannot legally drive the motorhome until this has been completed.

For pre-owned motorhomes, the purchaser should be asked to sign the relevant part of the V5C form at point of collection and this section should be given to them. The remaining part of the V5C form must be forwarded to the DVLA without unnecessary delay.

CRiS Registration should be undertaken as soon as possible once permission to share the customer's details is given during the handover process and this should be secured and kept on file.

The cost of the registrations listed above should be included in the quoted OTR or 'ready for use' price.

4 TAKING DELIVERY – continued

4.3 WARRANTIES

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

New motorhomes/touring caravans:

At the point of handover, the dealership will give you the manufacturer's warranty document and draw your attention to its main provisions.

Pre-owned motorhomes/touring caravans:

Dealerships will transfer any unexpired portion of a new product warranty, provided it is permitted by the manufacturer, and the warranty remains eligible. If the new product warranty cannot be transferred for any reason the dealer will explain why.

Dealerships will clearly state where a manufacturer's warranty has expired on a pre-owned vehicle, but they may provide their own, or offer a non-manufacturer warranty.

The terms of any warranty provided will not affect your normal consumer rights.

Dealerships will not charge you for repairs covered by a manufacturer's warranty.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You should ensure that the warranty document for a new motorhome/touring caravan is given to the purchaser and a copy kept on your files.

Where possible, you will transfer the unexpired portion of any manufacturer's new motorhome/touring caravan warranty to a subsequent owner at no cost to the new owner. If you offer your own warranty for pre-owned vehicles, you must ensure it includes information about the claims-procedure, items and charges specifically included, or excluded, from its provisions and contact information.

The key terms of any warranty product should be clearly explained to the new owner. The warranty must state clearly that it will not affect the customers consumer rights.

Where repair work is required under the warranty it may be carried out by the motorhome/touring caravan manufacturer or their authorised representative. A repairer who has not been authorised by the manufacturer may not carry out work as the warranty may be invalidated if this happens.

In the event that a motorhome/touring caravan is unusable for an extended period to fix warranty faults, you will ask the manufacturer to extend the warranty period. If repairs are being carried out under your (dealer) warranty, then this warranty period should be extended.

4.4 HANDOVER

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

The dealership will give you the manufacturer handbook relevant to the vehicle that you have purchased and provide a fully documented handover, ensuring that you have access to the relevant appliance manuals or guidance booklets.

The dealer will walk you through the operation of the vehicle, including all appliances and ancillary items, and allow you as much time as you need to feel confident in operating the vehicle before leaving the premises.

If the vehicle is being delivered to you the delivery team will, where possible, ensure that there is an adequate handover. Where a full demonstration is not possible at the point of delivery or pick up, the dealership will provide you with a video or series of videos that cover the demonstrations usually undertaken during a physical collection.

During handover you will also be provided with the details of the Aftersales Service offered by the dealership as well as details of any other services offered, including the dealership's own workshop or appointed AWS workshop.

A helpline number for any additional queries will also be provided.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

You will ensure that all paperwork relevant to the operation of the vehicle, including any appliances and ancillary items, is available at point of handover and is given to the customer to take away with them.

You will take as much time as is required to walk the customer through the operation of the vehicle and ensure that they do not feel pressured into leaving the premises before they are comfortable doing so. All questions raised by the customer about the vehicle must be addressed accurately.

Videos and other aids should be available for occasions where a physical handover cannot be undertaken. These should be sent to the customer within 24 hours of them taking possession of the vehicle.

You will provide the contact details for your Aftersales Department and any helpline number for post-delivery enquiries.

You will provide additional support to vulnerable consumers and the option of working with a third party on behalf of these consumers as necessary. The handover should be fully documented and kept on file for future reference.

4 TAKING DELIVERY – continued

4.5 AFTERSALES

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

The dealership will offer an aftersales service to all motorhome/touring caravan customers, having regard to their obligations under consumer law where appropriate.

In the event of a fault or problem with the vehicle, the dealership will take responsibility for addressing the issue and liaise with the manufacturer on your behalf as necessary.

The aftersales service will also be available to assist with any queries or concerns you may have with the operation of the vehicle or its ancillary components.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

The sale of a motorhome/touring caravan is covered by consumer legislation and, as the seller to a consumer, you are legally responsible for what you have sold. Guarantees or warranties may help you to resolve any complaints, but they cannot be used to remove or restrict a customer's right to redress.

You must take responsibility for any concerns or issues raised by the customer and address them in a timely and professional fashion, having regard at all times to your obligations under consumer legislation, specifically the Consumer Rights Act 2015.

As the retailing dealership you must ensure that any goods that you place on the market are fit for purpose and of satisfactory quality. This is your responsibility and for you to address including obtaining replacement parts from the manufacturer so you can make every effort to effect the repair or remedy the concern or issue with minimum inconvenience to the customer. Further information is available through the Business Companion series on selling and supplying goods www.businesscompanion.info/en/quick-guides/goods/sale-and-supply-of-goods-s.

The aftersales team should at all times respond to any queries from the customer accurately and in a timely and professional fashion.

5. COMPLAINT HANDLING

5.1 DEALING WITH CUSTOMER COMPLAINTS

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

Leisure vehicle dealerships should have a process and procedure in place for receiving, handling and resolving complaints linked to the purchase of a motorhome or touring caravan, or a related service provided by the dealership such as warranty repair, annual service or other customer service.

Complaints can be submitted by you or a representative on your behalf and should be made in writing (letter or email). Complaints will be acknowledged by the dealership in writing within seven days of receipt and they will issue a final written decision within 28 days.

If more time is required to deal with the complaint because it is complex, the dealership will tell you, or your representative, why and give you/them a date when a response or final decision will be delivered.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

As the leisure vehicle dealership, you should notify the customer of your formal complaint procedure.

Leisure vehicle dealerships who are members of the NCC should also notify the customer of the informal dispute resolution service available through the NCC (NCC IDRS). See appendix 1.

If your response does not resolve the complaint, then you should issue a final decision as soon as possible and no later than 28 days after initial receipt of the complaint.

If more time is required to deal with the complaint because it is complex, you will explain why and give a date when a response or final decision will be delivered.

Where the matter cannot be resolved either through your own internal complaints process or the NCC IDRS, despite the efforts of all involved then the complainant will be able to refer the matter, if it is eligible, to the Independent Case Examiner (ICE).

NCC member dealerships will cooperate with and pay the cost of a matter referred to the Independent Case Examiner (ICE).

See Appendix 1 for NCC Guidance Notes on handling complaints.

5. COMPLAINT HANDLING – continued

5.2 CO-OPERATION WITH PROFESSIONAL ADVISORS

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

It may be that you decide to instruct a professional adviser to deal with the complaint on your behalf. The dealership should cooperate with professional advisers appointed by you to resolve your dispute.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard above

There should be proper, prompt and professional cooperation between you and the customer's representative and/or professional advisers throughout the duration of the complaint.

Such advisers will include the NCC's advisers (where the dealership is an NCC member), trading standards departments, Citizens Advice and other consumer advice centres.

5.3 INDEPENDENT CASE EXAMINER (ICE)

STANDARD

This is what the leisure vehicle dealership should do for you, the purchaser of the motorhome/touring caravan

If the dealership is in membership of the NCC and you are not satisfied with the outcome of your complaint, and the NCC IDRS is unable to reach a mutually satisfactory conclusion of the matter, your complaint may be eligible for consideration by the ICE. This is an entirely independent form of Alternative Dispute Resolution (ADR).

Timelines

Providing the matter is eligible and you have made an application and paid the fee for it to be considered by the ICE one month from the date that NCC IDRS has notified you that their process is complete, you can expect to receive acknowledgment within seven working days. Once a matter is referred to the ICE the NCCIDRS has no further involvement with the complaint.

Alternatively, you can move directly to an accredited Alternative Dispute Resolution body such as the Centre for Effective Dispute Resolution (CEDR). Details can be viewed here. <https://www.tradingstandards.uk/consumer-help/adr-approved-bodies/cedr/>.

You may also take court action if you wish.

See Appendix 2 for details.

GUIDANCE FOR LEISURE VEHICLE DEALERSHIPS

This is what the dealership should follow to meet the Standard opposite

When access to the ICE is available

If the complaint is not resolved amicably between you and the customer, and the complaint has also been referred to (and was eligible for) the NCC IDRS, then the customer may be able to access the ICE service.

Once a matter is referred to the ICE, the NCC IDRS has no further involvement with the complaint. All eligible disputes will be concluded as speedily and effectively as possible. Once a decision is made any award must be made to the customer within 14 working days unless otherwise directed by the ICE.

Process

This is outlined in Appendix 2.

Your customer can decide whether to accept the final decision of the ICE

The decision of the ICE is final but does not affect your customer's statutory rights if they remain dissatisfied and decide to approach an accredited ADR provider or take court action instead.

Leisure vehicle dealerships and ADR

Under this guide certain disputes may be referred to and considered by the ICE. Where an eligible dispute is referred, you are expected to participate, cooperate and agree the process, be bound by the decision and to honour any award made against you by the ICE.

An award made under the ICE process does not negate any statutory rights of the consumer or their rights to go to an accredited ADR body or to court.

Disputes which cannot be considered by the ICE are listed in Appendix 2.

In the event that a complaint cannot be resolved / becomes deadlocked you have a legal duty to comply with the ADR Regulations and ensure that the complainant is made aware of the relevant process to access an ADR accredited provider. A list of CTSI Approved ADR providers can be found here: <https://www.tradingstandards.uk/consumer-help/adr-approved-bodies/>.

APPENDIX 1

NCC MEMBER DEALERSHIPS COMPLAINT HANDLING GUIDANCE NOTES

Complaint Handling

The aim of the NCC's Guidance Notes are to provide helpful background, interpretation and recommendations to make it as easy as possible for all members to approach customer complaints in the way expected of an NCC member.

In many cases, it is recognised that members may already have well developed documents or procedures for the elements covered by these Guidance Notes but for those that do not, we hope that the following information is of benefit. Please feel free to adapt or adopt as much or as little as you wish however the key principles must be retained within your complaint handling policy.

The general complaint handling principles of NCC membership are that members should:

- make customers aware that there is a complaints procedure.
- make it easy for customers to lodge a complaint.
- deal with complaints promptly (within specified time limits), fairly and fully through to completion/close-out.
- make complainants aware of their right to refer unresolved complaints to the NCC for informal dispute resolution (and if applicable, to the Independent Case Examiner (ICE) or to Citizens Advice or other consumer bodies).

- take responsibility, on behalf of the customer, for resolving complaints in relation to any third-party supplier that was contracted by the dealership.
- learn from complaints to improve performance and service.

Complaints can of course arise when a customer's expectations are not met (e.g. the product or service is faulty, or is not delivered to, or does not meet, the expected or required standard). Handling complaints in an open and transparent way can help to set customers' expectations, minimise the risk of customers being discontented, and thereby increase customer loyalty and satisfaction.

It will also help a business identify where improvements can be made, so complaints should be viewed positively.

If a complainant raises other issues with a member during the course of their consideration of the initial complaint, it is accepted that this may extend the time it takes to investigate and seek resolution.

Dealer members should also remember that in all instances (i.e. at any stage of the complaint handling process) if it can be justified that more time is needed to investigate and manage a complaint (e.g. because it involves another party, or because further issues have been raised or the complaint is complex), they have the option to take more time

provided they give the complainant written reasons why and an estimate of the date when they expect to be able to issue an initial response or final decision.

Four templates with suggested content and format have been produced to assist dealer members in complying with these requirements:

- Complaint Handling Procedure
- Acknowledgement
- Initial Response
- Final Decision and Complaint Log.

During any periodic assessments or queries as the result of a complaint, the NCC will expect to see all these key elements included in a dealer member's complaint procedures.

Other useful information around complaint handling:

General

- It is generally more cost-effective and less stressful for all concerned to limit the number of stages a complaint must go through to two, or at most three. However, members are free to spell out additional stages for internal escalation within their procedure, and include any additional text to suit their own processes, provided they fall within the principles outlined in this guidance document.
- Members are encouraged to promote their complaint handling procedure (perhaps as part of a customer care policy, on a website or alongside standard terms and conditions) in advance and not just when a complaint happens.

Procedural

Dealer members are advised:

- To attach the complaint handling procedure to the initial complaint acknowledgement or in response to a query that might turn into a complaint.
- To accept complaints in any format – by phone, letter or e-mail. If complaints are taken over the phone, the member should write to the complainant, setting out the details, and asking the complainant to confirm that their understanding of the complaint is correct.

APPENDIX 1 – continued

NCC MEMBER DEALERSHIPS COMPLAINT HANDLING GUIDANCE NOTES

- To log details of verbal complaints because a verbal complaint, if not acted upon, can quickly become a written complaint. It is therefore good practice to be alert to them, to treat them seriously, and to record them in instances where, in a member's judgement, it could well be escalated by the customer or be indicative of likely future complaints.
- To maintain a complaints database/log to record pertinent information and provide details on request to the NCC, NCC IDRS or the ICE where appropriate. In particular, this should record the dates when complaints:
 - (i) were received,
 - (ii) were acknowledged,
 - (iii) received any initial response,
 - (iv) received a final decision letter
 - (v) were decided and what action was taken, and
 - (vi) were finally closed.
- To maintain well-ordered files which bring together all correspondence relating to any complaint, from inception through to the provision of an initial response and/or final decision letter. Any further action (e.g. at the end of all complaints and following an investigation by ICE) should also be recorded.
- If the complaint relates to third parties used by the member, to seek as much information as possible from the third party, and to provide a clear and full explanation to the customer of any action taken by the third party.
- To offer assistance in making their complaint to those who are unable to do it unaided (e.g. because they are elderly or infirm, vulnerable, or English is not their first language). Complaints from a third party or representative acting on the complainant's behalf will also be accepted provided written permission from the complainant for the third party to speak for them is secured. This will also contribute towards the creation of a climate favourable to the informal resolution of the complaint.
- Treat complaints as offering a positive opportunity to develop better processes and higher standards, to avoid recurrences, and to improve the member's reputation.
- Appoint a dedicated member of staff to deal with formal complaints and ensure that they are trained in, and fully conversant with, the businesses obligations under current consumer legislation.

Behavioural

Dealerships are encouraged to:

- Recognise that "complaints" may arise from simple confusion, misunderstandings, and consequent frustration, rather than malicious intent. A complaint may in reality be a 'call for help' – for an explanation or for a helping hand. This may particularly be the case with vulnerable customers
- Focus on identifying the core issue, being positive about wishing to resolve it, and offering a solution.
- Avoid potentially inflammatory language (e.g. referring to taking legal action or seeking to rebut threats of legal action) both orally and in writing.
- Be ready to accept and admit that the member's procedures and/or standards of work or behaviour may be unsatisfactory.

APPENDIX 2

NCC INFORMAL DISPUTE RESOLUTION SERVICE (NCC IDRS) AND INDEPENDENT CASE EXAMINER (ICE)

NCC member dealerships should co-operate and comply with these guidelines that outline an informal complaints handling process which includes access to an external, independent dispute resolution service.

Step 1

If the complaint is not resolved amicably between you (the complainant) and the Dealership, and the dealership is in membership of the NCC, the complainant may refer the matter to the NCC Informal Dispute Resolution Service (NCC IDRS).

The NCC IDRS can be contacted;

a) by email to nccidrs@thencc.org.uk

b) in writing to NCC IDRS, Catherine House, Victoria Road, Aldershot, Hampshire GU11 1SS

Matters that fall out of scope for NCC IDRS include:

- Disputes with a company that is not a member of the NCC
- Disputes relating to fitness for purpose or satisfactory quality under the Consumer Rights Act 2015
- Disputes already being considered by another independent redress scheme
- Disputes where a legal advisor has been instructed or where qualified legal advice has been sought

- Disputes that have already been dealt with, or are subject to some form of court action or tribunal hearing
- Disputes concerning warranties
- Disputes arising from a Business-to-Business transaction
- Disputes where more than three months have elapsed since the NCC member's final written decision.

For a copy of the full consumer complaints guidance please contact nccidrs@thencc.org.uk or visit www.thencc.org.uk/consumer-advice/when-things-go-wrong/.

Step 2

If the matter cannot be resolved through the NCC IDRS, then the matter may be eligible to be referred to the Independent Case Examiner (ICE) or the complainant may choose to deal with the matter in other ways, including through an approved ADR body or by taking legal action through the courts.

Step 3

If a complaint is referred to the ICE and it is eligible, the dealership should co-operate with the process. The ICE is independent of the NCC IDRS and once a matter is deemed eligible and referred on the NCC IDRS will have no involvement in the decision process.

Step 4

For the matter to be considered under the ICE it must be a matter

- Which is eligible and is not excluded from the NCC IDRS
- Where a written request to escalate is submitted and
- Any relevant fee is paid within one month of being notified that the NCC IDRS process is finished.

Other limitations to accessing the ICE are set out below.

Step 5

All eligible matters (as set out in this guidance) and referred to the ICE will be acknowledged within seven working days of receipt of your written notification (either by email or by post) that you wish to invoke this stage of resolution. Once the matter passes to the ICE, the NCC IDRS will have no involvement in the decision process.

Step 6

Where a decision is made, and you accept the terms of the decision, it is binding on both you and the dealership. If you are dissatisfied with the decision, you may seek redress through court proceedings.

Step 7

The dealership will pay any award made as part of the decision to you within 14 working days of the date of the ICE written notification unless otherwise directed by the ICE.

You will not be able to access the ICE service if:

- You have not already contacted the dealership and attempted to resolve your dispute with them
- After trying to resolve your dispute with the dealership you did not refer the matter for consideration by the NCC IDRS
- Your dispute is considered, by NCC IDRS, to be frivolous or vexatious
- Your dispute has already been considered by another dispute resolution service, or by a court
- You have not requested to escalate to the ICE within one month of being notified that the NCC IDRS process is complete and ICE details have been provided as appropriate
- We consider that dealing with your dispute will seriously impair the effective operation of our scheme.



leading & promoting the industry

NCC BEST PRACTICE GUIDE

FOR LEISURE VEHICLE DEALERSHIPS

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