

### Part 1. Consumer Protection from Unfair Trading Regulations

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#### Introduction to the CPRs

The Consumer Protection from Unfair Trading Regulations 2008 (CPRs) replaced and expanded upon many of the provisions of the Trade Descriptions Act 1968 and other legislation. Many of the detailed rules around trade descriptions were replaced with a general ban on unfair trading. The changes apply to second-hand car dealers, as well as other traders whose business practices may affect consumers.

The CPRs prohibit traders from engaging in unfair commercial practices in connection with the promotion, sale and supply of products to or from consumers. If you mislead, behave aggressively, or otherwise act unfairly towards consumers, then you may be in breach of the CPRs and may face criminal or civil enforcement action. The Consumer Protection (Amendment) Regulations 2014 created a private right of redress for consumers who have been the victim of misleading actions or aggressive practices (see 'Civil claims' below).

This guidance sets out some examples of the kinds of trading practice or conduct, specific to second-hand vehicle sales, which are likely to be considered unfair under the CPRs. It also sets out some of the practical steps you can take to help you comply with the law. The examples given do not cover every situation or practice in which a breach of the CPRs may occur.

The guidance should be read in conjunction with the UK Government-issued [guidance on the CPRs](#).

## Overview of the CPRs

The CPRs prohibit you, as a second-hand car dealer, from engaging in unfair business practices in connection with the promotion, sale and supply of vehicles or other services to consumers.

The CPRs set out broad rules outlining when business practices are unfair. These fall into five main categories.

- 1. Misleading actions.** Giving false information to, or deceiving, consumers - for example, through false or deceptive advertisements or statements.
- 2. Misleading omissions.** Giving insufficient information to consumers - for example, leaving out or hiding important information.
- 3. Aggressive behaviour.** Acting aggressively - for example, through sales techniques that use harassment, coercion or undue influence.
- 4. Failing to act in accordance with reasonable expectations of acceptable trading practice** (in other words, acting in a way that falls below the level of care and skill which may be expected, taking account of honest market practice and general principles of good faith). This is intended to act as safety net protection for all consumers.
- 5.** In addition, the CPRs ban 31 specific practices outright.

For a practice to be unfair under the first four rules above, it must cause, or be likely to cause, the average consumer to take a different transactional decision - for example, where they cause the consumer to do one or more of the following:

- view the vehicle when they would not otherwise have done so
- buy the vehicle when they would not otherwise have done so
- buy the vehicle at a higher price or on more disadvantageous terms than they would have otherwise done
- not pursue a legitimate complaint when they would otherwise have done so

**Note:** in this guide, 'take a different transactional decision' is used as shorthand for 'take a transactional decision they would not have taken otherwise'.

A 'transactional decision' means any decision taken by the consumer concerning the purchasing of the product or whether to exercise a contractual right in relation to the product, including decisions not to act. This does not only relate to pre-shopping but includes after-sales and continues for the lifetime of the product.

In the CPRs, a 'product' is not just goods, but also digital content and services; therefore, a transactional decision also applies to a service on a motor vehicle.

Unfair business practices can occur:

- before, during or after a transaction between a trader and consumer - for example, in relation to misleading advertisements or failure to honour after-sales service
- further up the supply chain between traders, where the practice has the potential to affect both consumers and traders - for example, where a second-hand car dealer misdescribes a vehicle at auction and it is likely that the trade buyer will sell the vehicle on to a consumer and/or a consumer may buy it directly at the auction
- where a trader purchases a product from a consumer - for example, where a second-hand car dealer misleads the consumer about some characteristic of a part-exchanged vehicle

## Breaches of the CPRs

If you fail to comply with the CPRs you may be in breach of the law. Enforcers (such as the CMA and local Trading Standards) may take civil enforcement action in respect of any breach of the CPRs under Part 8 of the Enterprise Act 2002. There are also a number of criminal offences under the CPRs.

### Giving false information to, or deceiving, consumers (misleading actions)

It is a breach of the CPRs to give false information to consumers, or to deceive consumers, where this is likely to cause the average consumer to take a different transactional decision (regulation 5: "Misleading actions").

The CPRs specify three types of misleading actions:

- misleading information generally
- creating confusion with competitors' products
- failing to honour firm and verifiable commitments made in a code of conduct

The false information, or deception, relates to one or more pieces of information in a (wide-ranging) list and includes the main factors\* consumers are likely to take into account in making decisions relating to products - for example, the main characteristics of the product and the price or the way it is calculated. The full list is set out in annex A.

[\*Further information on the main factors is set out in paragraph 7.7 of the UK Government-issued [guidance on the CPRs.](#)]

An unfair business practice may mislead consumers through the false information it contains, or through the practice itself, or because its overall presentation is deceptive or is likely to be deceptive.

Misleading information may be given verbally, in writing or visually. This could include, for example:

- providing information verbally over the telephone, or in the course of discussions prior to the sale of the vehicle
- in writing in advertising on the vehicle itself, in the showroom, in a newspaper, website, email, text, or other types of documentation provided to the prospective buyer
- visually - for example, through the use of pictures of vehicles
- in television or radio advertising

#### Examples - misleading actions

Misrepresenting the specification or history of the vehicle - for example, by making misleading statements about the service history, any previous accident damage, number of previous owners,

the technical specification (such as engine size or MPG), insurance grouping or environmental performance.

Supplying, offering to supply or advertising for sale a clocked vehicle.

Altering, or arranging for the alteration of, the odometer reading.

Advertising a vehicle for sale at one price (for example, on a website or in a newspaper) when the actual sale price of the vehicle is higher.

Falsely claiming that a vehicle history check has been carried out with a vehicle checking service.

Misleading consumers about their statutory or other rights - for example, by using words or statements such as 'Sold as seen' or 'Trade sale only' or 'No refund' or 'Spare or repair', even if the statement 'this does not affect your statutory rights' is included.

Creating a misleading impression about the previous usage of a vehicle - for example, giving the impression that a vehicle has had one previous user through the use of statements such as 'one previous owner', when in fact it has had multiple previous users.

Misleading consumers about the value of a vehicle you intend to purchase from them in part exchange - for example, making false statements about the condition of the vehicle.

## **Giving insufficient information to consumers (misleading omissions)**

It is a breach of the CPRs to mislead consumers by failing to give them the information they need in order to make informed decisions (regulation 6: "Misleading omissions").

This includes the final decision to buy, but also includes a wide range of decisions that have been or may be taken by consumers in relation to products. This is wide in chronological scope, covering decisions taken before, during and after a contract is formed.

This might, for example, be by omitting or hiding important information you are aware of (or you should reasonably have been aware of as a professional in the motor trade) or by providing important information in an unclear, unintelligible, ambiguous, or untimely manner, where this is likely to cause the average consumer to take a different transactional decision.

When deciding whether a practice misleads by omission, the courts will take account of the context. Consideration of the context includes any limitations of the communication medium used (of space or time) that make it impractical to give the necessary information. In such circumstances, if other means have been used by the trader to convey this information, these will be relevant.

### **Examples - misleading omissions**

Failing to disclose the existence and results of checks carried out on the vehicle (for example, mechanical, history and mileage checks) and any adverse information you have found out or are otherwise aware of - for example:

- the vehicle's previous accident and/or insurance write off history. However, if the accident damage was only minor and was rectified - for example a paint job was undertaken to remove a scratch - it is unlikely to be important information that the consumer needs to make an informed choice
- discrepancies in the mileage or service history of the vehicle
- faults with the vehicle that have not been rectified

Failing to disclose details of any additional charges payable (for example, 'administration fees') until the point of sale. Additional charges should be included in the up-front price if they are compulsory. A failure to include compulsory charges in the up-front price may breach the Regulations. An example of a non-compulsory charge would be a non-optional administration fee that must be paid for a service.

Failing to disclose that a vehicle for sale is an ex-business use vehicle that may have had multiple users - for example, a vehicle that has previously been used for rental, as a taxi or by a driving school; in such circumstances, it is not sufficient to only inform the consumer of the mileage and the number of previous owners. Following its decision in Glyn Hopkin and Fiat Chrysler Automobiles UK Ltd, the ASA has set out that it expects fleet operators, and approved dealers purchasing directly from them, to provide information about the ex-fleet nature of any vehicle for sale to be included in advertising (as material information). If the ex-fleet vehicle was used by multiple users whilst part of the fleet, then that is also likely to be considered material information that must be included. For independent dealers, the ASA's approach is likely to vary on a case-by-case basis, depending on how reasonable it would be to expect that the dealership could, or should, have obtained such information.

Failing to draw the consumer's attention to the key elements of any warranty / guarantee including - for example, details of what is and is not covered, claim limits, the conditions that need to be followed for the warranty / guarantee to remain valid, and the geographical scope of the warranty / guarantee.

## **Acting aggressively (aggressive business practices)**

It is a breach of the CPRs to engage in practices that intimidate or exploit consumers, restricting their conduct or ability to make free or informed choices and which cause, or are likely to cause, the average consumer to take a different transactional decision (regulation 7: "Aggressive commercial practices").

A commercial practice is aggressive if it significantly impairs (or is likely to significantly impair) the average consumer's freedom of choice or conduct in relation to goods or services through the use of harassment, coercion or undue influence and the average consumer takes, or is likely to take, a different transactional decision as a result.

### **Examples - aggressive practices**

Engaging in high-pressure selling techniques to sell a vehicle or to sell additional services such as finance, insurance or warranties - for example, by keeping consumers at your premises for a long time with a view of getting them to agree to buy a vehicle in order to get away.

Exploiting a consumer's misfortune or circumstances and/or a position of power over a consumer -

for example, refusing to return a deposit made on a vehicle that a consumer is legally entitled to. Intimidating, pressurising or coercing consumers into dropping complaints against your business - for example, by the use of threatening or abusive language or behaviour.

Insisting that a consumer's claims for rectifying a fault with the vehicle are made under a purchased warranty, thus restricting their right for the vehicle to be repaired under the contract they have with you.

## Banned practices

There are a number of other business practices that are considered unfair in all circumstances and are prohibited (banned practices). They are detailed in Schedule 1 to the CPRs and the full list is given in annex B.

### Examples - banned practices

You must not claim to be a signatory to a code of practice when you are not (banned practice 1) - for example, by falsely claiming to have signed up to a motor trade association code of practice.

You must not claim to have been approved, endorsed or authorised by a public or private body when you have not, or make such a claim without complying with the terms of the approval, endorsement or authorisation (banned practice 4) - for example, by falsely claiming or creating the impression that:

- you are a member of a motor trade association
- vehicles have been checked by motoring organisations or that checks are used which meet such motoring organisation standards when they do not

You must not use 'bait and switch' tactics (banned practice 6) - for example, by:

- advertising a base model at a low price, despite knowing you only have vehicles with higher specifications in stock or available
- advertising a desirable vehicle at a 'bargain' price even though you know it has already been sold, with the aim of promoting a less desirable or more expensive model

You must not falsely state that a vehicle will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision from the consumer (banned practice 7) - for example, a dealer falsely telling a consumer that the 'special offer price' will be increased the next day, in order to pressurise them into making an immediate decision to buy the vehicle.

You must not present rights given to consumers in law as a distinctive feature of your service (banned practice 10) - for example, by misleading consumers about the extent to which an offered warranty or guarantee enhances the rights which the consumer would, in any event, enjoy in law.

You must not pass on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions (banned practice 18) - for example,

falsely claiming a vehicle is in short supply and selling at £20,000 when it is not particularly rare and is available widely at £15,000.

You must not falsely claim, or create the impression, that you are acting for purposes unrelated to your business or falsely represent yourself as a private seller (banned practice 22) - for example, a second-hand car dealer puts a used car on or near a road and displays a handwritten advertisement reading 'One careful owner. Good family run-around. £2,000 or nearest offer. Call Jack on 07734 765890.' The advertisement gives the impression that the seller is not selling as a trader, which would breach the CPRs.

### **Failing to act in accordance with reasonable expectations of acceptable trading practice (general prohibition of unfair business practices)**

It is a breach of the CPRs to fail to act in accordance with honest market practice or in good faith in your dealings with consumers (known as 'professional diligence'), where such dealings are likely to change the decision that an average consumer would make (regulation 3: "Prohibition of unfair commercial practices").

The general prohibition applies to practices that materially distort the economic behaviour of the average consumer with regard to the product (or are likely to). 'Material distortion' means that a practice impairs the average consumer's ability to make an informed decision. The impairment must be significant enough to change the decisions that the average consumer makes.

You are required to deal with consumers professionally and fairly (according to reasonable expectations). If you fail to do so, you could be in breach of the law (even if the poor practice is widespread in the industry) and if you are shown to have knowingly or recklessly failed to do so, and this changes or is likely to change the decisions the average consumer makes, you may be committing a criminal offence.

#### **Examples - breaches of professional diligence**

Systematically failing to carry out the pre-sale checks that you would reasonably be expected to undertake in relation to the mechanical condition, history, and mileage of a vehicle before you advertise, market or sell it.

Obstructing consumers who have bought vehicles of unsatisfactory quality from you and are trying to exercise their contractual rights to redress under the Consumer Rights Act 2015 - for example, if you refuse to listen to complaints or wrongly tell consumers that they have no right to redress (such as to reject the vehicle or have it repaired or replaced by you).

Failing to deal with complaints at all or in an honest, fair, reasonable and professional manner.

The unfair practices highlighted in the 'Giving false information to, or deceiving, consumers' section may also contravene the requirements of 'professional diligence'.

## Assessing whether your business practices are unfair

The flowchart '[Is your business practice unfair?](#)' will help you to assess whether any of your business practices are likely to be unfair under the CPRs. The original version of the flowchart can be found on p. 12 of the UK Government-issued [guidance on the CPRs](#).

## Steps to help you comply with the CPRs

We set out below some of the practical steps you can take to help your business comply with the CPRs.

### Pre-sale checks

Before you expose any vehicle for sale, you must take all reasonable precautions and exercise all due diligence to ensure that:

- any information you give to consumers, in whatever form, is accurate; it is your responsibility to check that everything you say or specify about a vehicle is true and accurate
- you find out the important information that consumers need in order to make an informed purchasing decision

As part of your due diligence system, you should keep a full record of all checks carried out on every vehicle. Trading Standards staff (as well as your customers) may wish to see such records if they deem it necessary.

Examples of the types of checks you may need to carry out are given below. The specific checks you need to undertake will depend on the circumstances of each vehicle you intend to sell to consumers. If you decide not to undertake certain checks, you will need to be able to show that you were justified in making that decision, and that it was reasonable in those particular circumstances for you not to do those checks.

### Vehicle history

Before exposing any vehicle for sale, you must take all reasonable steps to check the vehicle's history - for example, whether it:

- is recorded as stolen
- is subject to outstanding finance or charge
- has been written off as an insurance loss or accident damaged\*
- is an ex-business use vehicle which may have had multiple users

[\* It may not always be possible to find out whether a vehicle has been the subject of accident damage if it was not recorded as an insurance claim. However, you should take all reasonable steps to identify whether the vehicle has been accident damaged, for example by conducting a vehicle history check or asking the seller to declare any such damage.]

Also check that you have good title to sell the car; for instance, if the car is still subject to a hire purchase agreement, you do not own it.

In most circumstances, you would be expected in the first instance to at least conduct a vehicle history check with an independent and reliable company. Ensure that your chosen vehicle history check provider can supply the level of information necessary for you to meet your responsibilities. Alternatively, you may make and record your own effective enquiries. Other checks may include:



- asking the seller about the history of the vehicle; is it correct, incorrect or unknown?
- writing the information on your purchase invoice and asking the seller to sign it; do not rely on verbal statements only
- asking the seller for documents relating to the vehicle - for example, the service book and bills for servicing

## Government vehicle databases

Checking the vehicle's registration details on the [Driver and Vehicle Licensing Agency \(DVLA\) database](#).

Checking with the Driver and Vehicle Standards Agency (DVSA). If you have the vehicle registration mark and maker details, you can check the [MOT test results and history](#) (if the vehicle is more than three years old) on the GOV.UK website

Generally, before exposing any vehicle for sale, it is best practice to take all reasonable steps to establish the accuracy of the stated mileage. There may be very limited exceptions to this - for example, where a vehicle has been pre-registered.

In most circumstances, you would be expected in the first instance to at least conduct a mileage check on the vehicle with an independent and reliable company. Other checks may include:

- checking the MOT history on the DVSA database as outlined above
- ensuring that the internal and external condition of the vehicle is comparable with the described age and mileage of the vehicle; the condition / appearance of the vehicle may give cause to suspect the accuracy of the mileage reading (for example, worn out seats / pedals but low mileage on the odometer)

It is best practice to carry out further investigations if a discrepancy is discovered in the mileage record through the basic checks you have carried out, or as a result of any other information suggesting that the mileage may be incorrect. Various companies including CDL Vehicle Information Services, Experian and HPI can provide a full Mileage Investigation Service.

Vehicle Registration Certificates (V5C) no longer contain details of the previous keeper of the vehicle. Should you need to get in touch with previous keepers, and you can demonstrate that you have reasonable cause for requesting this information, you can request their contact details from the DVLA. Information on how to [request information about a vehicle or its registered keeper](#) from the DVLA, as well as [how the DVLA shares information](#), can be found on the GOV.UK website.

Unless you are satisfied that the mileage of a vehicle shown by its odometer is accurate, such mileage must not be quoted in advertisements, discussions or negotiations, or in any documents related to the supply of the vehicle which is ultimately destined for supply to consumers.

## Informing consumers about mileage discrepancies

As well as taking all reasonable steps to establish the vehicle's mileage, it is recommended that you inform the consumer, prior to sale, of:

- the steps you have taken
- what you have found out or not been able to find out, or know, about the mileage or likely mileage. For example, if you know from checking the last MOT test record that the vehicle's current odometer reading is wrong and that the last recorded mileage was 'x miles' or that the vehicle has travelled 'in excess of x miles', provide consumers with this information

## **Mileage disclaimers**

Do not rely on a mileage disclaimer as a substitute for carrying out reasonable checks on a vehicle; to do so is likely to substantially increase the risk of you breaching the CPRs. Mileage disclaimers should only be used as a last resort where, after completing all reasonable checks, you either identify:

- that the mileage is incorrect  
or
- that it has been impossible to verify the correct mileage

Do not rely on generic mileage disclaimers as a substitute for giving consumers specific information about what you have found out or not been able to find out, or know, about the vehicle's mileage or likely mileage. This is likely to be material information that the consumer needs in order to make an informed choice.

For example, if the vehicle's odometer displays 52,000 miles, but a check of MOT test records shows that the vehicle had a previously recorded mileage of 136,000 in August 2023, do not rely solely on a generic disclaimer, such as 'the mileage is incorrect and should be disregarded' or 'the mileage may not be true and should not be relied on as an indication of the distance the vehicle has travelled'. It is recommended that you inform the consumer that you have checked the last MOT test record that showed the vehicle had a recorded mileage of 136,000 in August 2023, so the currently displayed mileage of 52,000 is incorrect.

In such circumstances, it is recommended that you use a prominent written notice, such as 'MOT test records show this vehicle had a recorded mileage of 136,000 in August 2023, so the currently displayed mileage of 52,000 is incorrect', which provides the consumer with the important information they need to make an informed decision.

## **Minor mileage discrepancies resulting from test drives**

Where there is a minor difference in the stated mileage of a vehicle (recorded when the vehicle was taken into stock), as a result of the vehicle having been test driven by a small number of prospective buyers, it is unlikely that there will be a breach of the CPRs. Inform consumers of the reason for this minor mileage discrepancy. If the mileage increases materially as a result of having been test driven, adjust the stated mileage accordingly.

## **Checking the mechanical condition of the vehicle**

### **Roadworthiness**

It is best practice to have procedures in place to check that the vehicles you supply, offer to supply or expose for sale are safe and roadworthy. It is not sufficient to rely on MOT or service histories. This will usually mean arranging for a suitably qualified or competent person to carry out pre-sale mechanical inspections of vehicles, and any problems that make them unroadworthy must be rectified.

It is a breach of the CPRs to state or create the impression that a product can legally be sold when it cannot (banned practice 9). To the extent that the unroadworthiness of any vehicle under the Road Traffic Act 1988, or the General Product Safety Regulations 2005, makes it an offence to supply such a vehicle, offer to supply it or expose it for sale on your forecourt, in your showroom or other part of your premises including on the highway, doing so may also breach the CPRs.

## **Satisfactory quality**

It is also best practice for you to take reasonable steps (through the pre-inspection procedures you have in place) to ensure that the vehicles you sell are of satisfactory quality and are fit for their purpose under the Consumer Rights Act 2015, taking into account the age, mileage, condition, description and value of each vehicle. If you systematically fail to carry out such pre-sale mechanical checks, you may breach the CPRs. Prospective buyers must be made aware, prior to sale, of any faults identified.

It is best practice to keep a record of inspections carried out on every vehicle. You may want to refer to them in the case of a complaint.

## **Vehicles under preparation for sale**

### **Pre-sale mechanical checks**

Any vehicle that is likely to appear to the consumer to be on offer for sale (for example, where it has a price on it or appears alongside other vehicles on offer for sale even with no price on it) must be in a safe and roadworthy condition.

It is recommended that vehicles which have not yet been checked to confirm they are safe and roadworthy are marked in such a way to make this obvious and are removed from the sales areas of your premises. It is best practice for vehicles in such a condition to not have a price, or other indication that they are available for sale, displayed on or near them.

You must not give consumers test drives in vehicles which have not been checked for safety.

Further information on safety laws is available in the '[Product safety](#)' area of the Business Companion website.

### **Pre-sale history and mileage checks**

You will substantially increase the risk of breaching the CPRs if you display for sale or sell a vehicle to a consumer before you have had the opportunity to complete all of your pre-sale history and mileage checks. Simply telling the consumer that the results will be provided to them after the sale will not remove the risk of a breach of the CPRs being committed. Using a disclaimer that explains the true circumstances (for example, that mileage investigation checks are ongoing and the mileage should be disregarded) cannot substitute for completing proper checks on a vehicle.

There may be limited circumstances in which you do find a buyer before completing all of your pre-sale history and mileage checks; however, it is not recommended that you conclude the sale before all of the checks have been completed. In such circumstances, consumers must be able to decline to buy the vehicle at no cost to them if they are not happy with the findings of the completed checks. It is best practice, therefore, for any pre-contract agreement to include a clause that allows consumers to withdraw at no cost to them if they are not satisfied as a result of the findings of the completed checks.

Any deposits that have been paid must be refunded in full if the conditions of the pre-contract agreement have not been met.

## Providing consumers with important information prior to the sale

You must give consumers the information they need to make an informed choice before a sale is made. You must not omit or hide such information, or provide it in an unclear, unintelligible, ambiguous or untimely manner.

Consumers must be given information about the main characteristics of the vehicle prior to the sale - for example:

- price (see also part 5 of this guidance)
- make, model, engine capacity and other physical characteristics
- history

You should also give consumers other types of information before the sale. Non-exhaustive examples include:

- any problems or issues you are, or ought to be, aware of, after taking all reasonable steps - for example:
  - if the vehicle has been written off as an insurance loss or has suffered accident damage\*
  - if the vehicle was imported into the UK from outside of the European Union (grey import)
  - if there are any 'MOT advisory' items
  - discrepancies in the mileage or service history of the vehicle
  - faults with the vehicle that have not been rectified
- if the vehicle is an ex-business use vehicle which may have had multiple users - for example, a vehicle that has previously been used for rental, as a taxi or by a driving school
- details of the key elements of any warranty or guarantee offered (See 'Warranties and guarantees' below)
- details of your after-sales service and procedures

[\*If the accident damage was only minor and was rectified - for example, a paint repair was undertaken to remove a scratch - it is unlikely to be important information that the consumer needs to make an informed choice.]

The CPRs do not specify the format in which important information should be provided to consumers before the sale is made. However, only providing such information verbally (rather than in writing as well) may increase the risk of you breaching the CPRs. Providing important information in writing will help you to comply with the requirements of professional diligence and will also protect both you and consumers should disputes arise after the sale about what was said. If any important information is provided by alternative means, then you will need to be able to demonstrate how you have complied with the information requirements.

Where you provide important information in writing, it must be clear and prominent in the documentation given to the consumer and drawn to their attention before the sale is made. It is not sufficient to include such material information in small print or in a bundle of documents handed to the consumer at the time of sale (hiding important information in small print may also amount to a breach of the Consumer Rights Act 2015). It is best practice to give consumers ample time to read any written information.

As a matter of good business practice, it is strongly recommended that such information is provided in the form of a short summary document, such as a checklist, which could be displayed on the vehicle.

## **Warranties and guarantees**

If a warranty or guarantee is part of the contract, the key elements must be clearly drawn to the attention of consumers prior to the sale. This includes, for example:

- details of what is covered and what is not covered
- claim limits
- conditions that need to be followed for the warranty / guarantee to remain valid
- the geographical scope of the warranty / guarantee
- the claims procedure

Any relevant document published by the warranty / guarantee provider should also be handed over to the consumer. The consumer should be advised of the type of warranty / guarantee that is being provided - for example:

- manufacturer's
- free extended manufacturer's / dealer's
- insurance backed
- dealer's own warranty / guarantee

The consumer should be informed of the identity of the warranty / guarantee provider and the address to which claims may be directed. The different types of warranty / guarantee and any significant differences between them should be explained to consumers as appropriate. Consumers are entitled to a copy of the guarantee in writing when requested.

You should also give advice to consumers about who they should address a claim to if they have a problem regarding defective parts and accessories not covered by the warranty or guarantee.

## **After-sales service**

### **Complaints and enquiries**

The following are all best practice for dealing with complaints and enquiries effectively and without leading consumers to complain further.

Have an accessible, appropriate and user-friendly after-sales procedure to ensure that all consumer enquiries are dealt with in an honest, fair, professional and reasonable manner.

Have an effective customer complaints procedure, understood and followed by all staff who may come into contact with the public. It is recommended that you have a written complaints procedure.

Deal with complaints promptly, effectively and in a professional manner.

Make your best efforts to find a satisfactory solution to complaints. You need to ensure that the steps you take to satisfy the consumer are in accordance with reasonable expectations.

Record all complaints and note the final outcome. It is recommended that you keep complaint records for future reference.

Co-operate with any appropriate representative or intermediary (for example a Trading Standards service or Citizens Advice Bureau) consulted by a consumer in respect of a complaint. You should also be aware of the role of alternative dispute resolution (ADR) providers (see part 4).

## **Warranties**

You should ensure that warranty work is carried out promptly and that your estimated timescale for completion is made clear to the consumer before any work has commenced. You should keep the consumer informed if it is subsequently discovered that the work has to take longer - for example, because further problems have been discovered.

## **Contractual obligations**

If you follow practices and procedures that ensure you fulfil your contractual commitments to consumers, you are less likely to fall foul of the law - for example:

- by providing appropriate redress to consumers who are seeking to enforce their contractual rights against you under the CRA, where vehicles are of unsatisfactory quality, unfit for their purpose or not as you described them
- carrying out repairs to consumers' faulty vehicles with reasonable care and skill and within a reasonable time (or within the specific time agreed), in accordance with your legal obligations under the Consumer Rights Act 2015 (see part 2)

## **Aggressive practices**

You must not intimidate, pressurise or coerce consumers (for example, through the use of threatening or abusive language, or threatening to take action that cannot legally be taken) into dropping complaints against your business. Any aggressive practice that is likely to cause an average consumer to take a different transactional decision is prohibited under the CPRs (see 'Acting aggressively (aggressive business practices)' above).

## **Auction sales**

The CPRs apply to the sale of second-hand vehicles through public auctions that are either open to consumers, or where it is likely that trade buyers will sell the vehicle on to consumers. Consumers may have lower expectations when buying from an auction than through other sales channels. Consequently, they may have fewer reasonable expectations on the type of checks that sellers will have carried out prior to auctioning their vehicles.

However, as a seller you must not engage in unfair practices such as, for instance:

- applying misleading descriptions to vehicles you auction - for example, in relation to the vehicle's specification, history, mileage (for instance, arranging for a vehicle to be clocked and selling it through an auction, or warranting an odometer reading as accurate when you know it is incorrect or have been unable to verify its accuracy), or mechanical condition (for instance, describing a vehicle as having 'no major mechanical faults' when you know this is not the case or are unable to determine whether or not this is in fact the case)
- failing to disclose important information on the auction sale entry form about the vehicle - for example, in relation to its:
  - history - for example, auctioneers may require sellers to disclose whether the vehicle has previously been an insurance total loss, sustained serious accident damage, been owned or used by the Police or been owned or used as a taxi, been re-registered or imported or had a change of registration number, or is subject to outstanding finance
  - mechanical condition - for example, describing a vehicle as having 'specified faults' and failing to disclose all the faults you are aware of

When selling vehicles to other traders, either at auction or elsewhere, the Business Protection from Misleading Marketing Regulations 2008 (BPRs) will also apply. The BPRs prohibit businesses from advertising products in a way that misleads traders. Further information on the BPRs can be found in the ['Business-to-business marketing'](#) guide.

## **What happens if you don't comply with the CPRs?**

If you do not comply with the CPRs, you may face enforcement action. Local authority Trading Standards services have a duty to enforce the CPRs. Enforcers can use a range of tools to ensure that traders are complying with the CPRs, including criminal and/or civil enforcement.

For more information, see ['Trading Standards: powers, enforcement and penalties'](#).

### **Civil claims**

In certain circumstances, consumers may make a claim against a trader for breaches of some of the CPRs principles, in particular where misleading statements have been made about products and that information was relied upon.

Further [guidance on consumers' rights](#) can be found on the GOV.UK website.

## **Digital Markets, Competition and Consumers Act 2024**

This Act is intended to update consumer law for the modern marketplace, including revoking the CPRs, which are now over 15 years old. The Act is not yet in force; this guide will be updated when we have more information about when it will become law.

[< Introduction](#)

[> Part 2. Consumer Rights Act](#)

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