



The UK trade body for the tourer, motorhome,
holiday home and park home industries
www.thencc.org.uk



Holiday Home Distributor Code of Practice

For agents of new and pre-owned Holiday Homes offering
a supply, aftersales, warranty and maintenance service to
Park Owners and occasionally to the public direct



APPROVED

Holiday Home
Distributor

www.approveddistributors.co.uk



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Foreword from the Director General of the NCC

The NCC is the UK trade body for the tourer, motorhome, holiday home and park home industries. Founded in 1939, our membership encompasses all sectors of the industry: manufacturers, dealerships and distributors, park owners and specialist suppliers of products and services. We also founded, and are a key member of, the European Caravan Federation, which promotes and strengthens the interests and influence of the industry within the European Community.

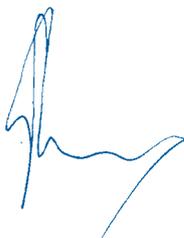
Our vision is for a self-regulated, efficient and competitive UK market and industry that treats consumers fairly, delivers high levels of customer satisfaction and provides full protection and access to redress should this be needed.

To help us achieve this, the NCC has developed this Code of Practice as the basis of the NCC Approved Holiday Home Distributor scheme. It is for the benefit and protection of purchasers of Holiday Homes and sets out the principles of good practice and minimum standards that must be followed by members when selling new and pre-owned Holiday Homes. In addition, it acts as a benchmark of best practice against which scheme members' performance towards meeting the Code can be assessed.

On the following pages, you will find outlined the commitments our scheme members make to you. In recognising the important role that you, as a purchaser, have in the buying and selling process, they also offer you valuable advice and recommendations to make sure you get the right Holiday Home you want and the best possible service.

We commend this Code of Practice to you and wish you many happy years in your chosen Holiday Home.

Yours faithfully



John Lally
NCC Director General

Our members' advice and recommendations to you

1. General

If anything is not clear to you, at any stage of your dealings with us, please clarify it with us or take advice as necessary before you commit yourself to any transaction.

2. Research before buying

Likely Usage - Try to define what you will mainly use the Holiday Home for (e.g. own use, family use, hiring out, etc.)

Running Costs - Remember to take into account annual charges such as pitch fees and rates, and annual running costs (e.g. gas, electricity, water, insurance, winterisation, safety checks etc.).

Suitability - Research the new or pre-owned Home you are considering purchasing to ensure that it meets your expectations: in other words, suits your requirements and budget.

New or Pre-owned? - Consider whether you want to buy a new or a pre-owned Home.

Offers - Research product offers as widely as possible.

3. Ordering your Home

Special Needs - Please inform us of any special needs or additional requirements as we cannot provide advice on the suitability of a Holiday Home model for any particular purpose if you have not explained it to us (e.g.: disability requirements, French doors, etc.).

Specification - Check that the specification and appearance of the Home you are ordering from us matches your requirements, as some features are often optional or substitutable extras.

The Purchase Agreement - Remember that this is a legally binding document.

Ordering a pre-owned Home - Ask to see, and obtain copies of, the relevant safety check certificates for any pre-owned Home you intend to purchase.

Deposits - When making a deposit, make sure everything is clear to you, or take advice as necessary to understand how it is secured and the cancellation terms.

4. Delivery, siting and handover

Safe Access - If you are a park owner, please work with us as and when appropriate to ensure the haulier has safe access to a designated loading/ unloading area at the delivery site where public access is restricted in the interests of safety.

Condition - Please satisfy yourself that you are content with the condition of the Home prior to, or after, transportation and siting and communicate any potential issues or concerns to us.

Inspection - If you are a park owner, draw the haulier's attention to any problems or damage noted before siting takes place; make a note on the hauliers/distributors delivery sheet and ensure both parties sign. Copies should be kept by all parties - park, haulier and distributor.

Siting - If you wish, ask for a member of the park staff to be present during the siting.

Handover - Ensure you are aware of and fully understand all aspects around the handover procedure, warranties and warranty procedures and clarify with us anything on which you would like any additional explanation.

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Our members' advice and recommendations to you

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5. Warranties

Purpose of Warranty - Please remember that a manufacturer's new warranty is a simple and straightforward method for allowing any faults of manufacture to be corrected at no cost to you, without the necessity of pursuing legal remedies against the seller. In general terms warranty repair work will only be covered at no cost to you as long as it is undertaken by a centre authorised by the manufacturer or warranty provider.

Warranty Conditions - Take advice as necessary to ensure that you are aware of and fully understand all aspects of the product warranty, including the servicing criteria (e.g. winterisation) and specifically the service intervals in terms of time periods.

Keeping Records - After the expiry of any warranty, keep records of work completed, including detailed invoices.

6. In case of problems

Let us know - We understand that there may be times that you are not happy with the service we provide and may wish to make a complaint. To help us address these promptly and effectively, please refer the matter to us in the first instance, preferably in writing.

Our response - As a condition of this Code of Practice, we maintain a written complaints procedure and we advise you to familiarise yourself with it so that you know how we will deal with and respond to any complaint.

Time to complete agreed actions - Remember that although we may be able to issue a response or final decision to a complaint within the set timescales, this does not automatically mean that we are able to complete any agreed remedial action within the same timescales (e.g. we may be reliant on parts supply from a third party, etc.).

If you remain dissatisfied - If we have issued our response and/or final decision and you remain dissatisfied, or we have failed to respond within the specified timescales, you may refer the matter to the NCC Informal Dispute Resolution Service. If that service fails to resolve the complaint, it can be escalated to the Independent Case Examiner (the Examiner).

Other means of redress - Please remember that, while the Examiner's final decision will be binding on both you and us, you are free to seek other legal means of redress if you wish to do so - either before or after your complaint has been considered. Please note though that the outcome/decision of any case referred to the Examiner may be taken into account by any other redress provider (e.g. Arbitrator/other Independent Case Examiner/ Ombudsman) and vice versa.

Further Information - For additional information about complaint handling, please refer to Chapter 8 of the Code and/or the guidance on the Code website. (www.approveddistributors.co.uk)

Our members' commitment to you

In addition to the main provisions within this Code, we will:

- Satisfy the criteria and rules for membership of the NCC
- Comply with all the provisions of this Code
- Comply with the spirit of the Code, act with integrity by conducting our business in an honest, fair and professional manner, exercise due care, skill and diligence and not bring the Code or Scheme into disrepute
- Display the NCC Approved Holiday Home Distributor Logo at our display area, in our marketing and on our website to confirm our commitment to it
- Monitor our compliance with the Code at least annually and facilitate NCC assessments on a regular basis
- Carry out regular customer satisfaction surveys and respond positively to any feedback as part of a continuous improvement philosophy
- Maintain adequate and appropriate insurance to protect you
- Ensure that our staff are suitably trained and competent in their roles and are fully aware of, and comply with, all our responsibilities under this Code
- Ensure that our business, its products and services comply with industry rules, standards and agreements and all relevant laws and statutory regulations
- Have in place, adopt, and regularly review written policies and procedures for key business aspects such as customer service, complaints handling and Health and Safety
- Be authorised by the appropriate authority where necessary (e.g. Financial Services Authority), to carry out any regulated financial activities, and protect deposits
- Comply with Data Protection requirements and ensure that customers' details will not be passed to anyone without their express permission
- Regularly review the quality of services provided by any subcontractors

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Our members' commitment to you

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1. Marketing and Advertising

1. Our marketing will feature the current NCC Approved Holiday Home Distributor logo.
2. We will ensure there is nothing confusing or misleading in our marketing and advertising, promotions or publications (including any comparisons with other distributors).
3. We will ensure our marketing and advertising is clear and accurate.
4. We will ensure we comply fully with all legislation and regulations relevant to marketing and advertising.
5. Where marketing and advertising refer to 'guarantee' or 'warranty', we will ensure full warranty terms are available. Your statutory rights will not be affected.

2. Initial Enquiry and Request for General Information

1. We will advise you on how the range of products or services we offer will best suit your requirements to help you formulate a precise view. Our advice will be clear, objective and impartial.
2. We will provide and make readily available general literature on Holiday Homes and Parks from reputable sources (e.g.: ourselves, manufacturers, local Park Owners, the NCC or other independent organisations).
3. We will send out information promptly and efficiently and follow up enquiries by potential purchasers.

3. Display areas

1. We will display a choice of new Holiday Homes with a range of models from the manufacturer(s) we represent.
2. We will ensure that all new Holiday Homes we sell are NCC Approved models.
3. All models for sale:
 - a) Will have suitable steps for easy access with handrails available if necessary.
 - b) Will be safely levelled and supported.
 - c) Will be fully unpacked when displayed for sale.
 - d) Will be regularly inspected and cleaned as required.
4. We will ensure you are able to browse the new and pre-owned models displayed unhindered, or with our guidance, whichever you prefer.
5. We will have suitable signage to direct you to the right areas and keep you out of 'staff only' or restricted areas.

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Our members' commitment to you

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4. Ordering a New or Pre-owned Holiday Home

1. Sales Advice

- a) We will ensure our sales staff and/or sales agents do not give sales advice, or use techniques, which place undue or improper pressure on you and if you are a vulnerable customer, we will meet your needs appropriately.
- b) We will explain all stages of the sales process clearly and gain a clear understanding of your needs.
- c) Our staff will have knowledge of local holiday parks and you will be encouraged to view the Holiday Home and park, together with the terms and conditions of
 - i. Our Agreement to Purchase and/or
 - ii. The Park's Purchase and/or Licence Agreement, before committing to a purchase.
- d) In accordance with the Price Marking Order 2004, all our pricing information will be unambiguous, clearly displayed and what is/is not included in that price will be itemised and properly explained to you.
- e) We will produce a retail price list for all the models that we offer for sale.
- f) We will use a pricing template that at least includes the following:

Make	Size
Model	No of Beds
Year	Features
Price excludes: Transport, Siting and Commissioning, Pitch Charges	
Price	

- g) 'Features' will specify any selling points of the home.
- h) We will give you an estimate of the likely date for delivery of your order to us from the manufacturer (if the Holiday Home isn't in stock) and will contact you in good time to agree a date and time when your order will be ready for collection/delivery.
- i) We will make you aware of the aftersales, warranty and repair and maintenance services available.

Pre-owned Holiday Homes

- j) We will ensure that all pre-owned Holiday Homes offered for sale have been safety checked by competent and suitably qualified contractors (e.g.: Gas Safe registered, CITO Electrical Test and Inspection for Parks trained and assessed, appropriate City and Guilds qualified, etc.) and have valid safety check certificates.

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Our members' commitment to you

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2. Customer order processing

- a) The Agreement to Purchase will be clear, fair and reasonable and in a printed format.
- b) The Agreement to Purchase will show the price to be paid to us in each individual sale, and identify what is included and excluded and the role and responsibilities to be undertaken by each party - siting, connection, transportation etc. We will also give details of the park that the home is being supplied to and where applicable the pitch number or identification.
- c) The Agreement to Purchase will be agreed and signed by you and us. Receipts will be provided for all monies received by us.
- d) There will be a clearly stated cooling off period from the date of the signed Agreement to Purchase. Your statutory rights will not be affected.
- e) A copy of our standard Terms and Conditions will be issued before or at the point of sale for all new or pre-owned Holiday Homes.
- f) Our Terms and Conditions will be clear, fair and reasonable, will not affect your statutory rights and will clearly state any conditions relating to deposits, payment terms and cancellations. We will comply with all relevant consumer legislation.
- g) We will ensure you are kept informed and, where appropriate, notified in writing in advance of any changes to our Terms and Conditions which will only affect future transactions.
- h) We will keep a detailed record of who we sell the home to when selling to retail purchasers and in the event of a trade sale via a park, record where the Holiday Home is sited.

5. Delivery to the Park, Preparation and Handover

1. We will ensure the transportation, siting and commissioning is performed by competent, trained personnel (e.g.: CITO recognised qualifications) who follow the 'Guidelines of Good Practice for the Transportation, Movement, Siting, De-siting and Commissioning of Holiday Homes' issued by the NCC.

2. Delivery to the park

- a) Upon delivery the Holiday Home specification, fixtures and fittings will be checked against the order and tracked where possible, and the Holiday Home will be inspected for any damage (e.g. panel damage, scratches etc.). Any concerns will be recorded and reported to all relevant parties (customer, park, haulier and distributor) and signed off as appropriate. We will retain checklists.
- b) We will ensure a final PDI check is performed before despatch from the display area and/or before the Holiday Home is occupied. We will retain checklists.
- c) Where we take responsibility for transporting and/or siting the Holiday Home to/on the park, we will:
 - i. Carry out a risk assessment of all aspects of the delivery, movement, siting, and commissioning and take all reasonable steps to reduce and manage any risks identified

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Our members' commitment to you

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- ii. Check the local legal requirements for abnormal loads and not allow any Holiday Home to leave that is not safely loaded or loaded onto a suitable vehicle.
- d) We will only contract reputable haulage companies (e.g. RHA members) or use qualified haulage personnel, when arranging collection from the display area and delivery to the park.
- e) We will arrange with the delivery site in advance for the haulier to have safe access to a loading/unloading area where public access is restricted in the interests of safety and will inform the haulier of any potential issues when he collects the home.
- f) Where we are carrying out the transportation and siting and something goes wrong, we will take responsibility for ensuring that any damage to the home, its chassis or the base is put right either by us or the manufacturer as swiftly as possible.

3. Preparation and handover

Where it is our responsibility we will ensure the Holiday Home has been sited, commissioned and prepared for use correctly in accordance with industry guidelines

- a) We will take action on any concerns noted at the handover to you within 2 working days.
- b) We shall explain to you all details you require to operate each of the Holiday Home's appliances. You may be asked to sign a declaration that you have received this explanation.
- c) We will ensure you are provided with a copy of the manufacturer's handbook and document pack relating to your new Holiday Home. Depending on the age of the product, and subject to availability, we will give you a copy of the manufacturer's handbook and/or document pack relating to your pre-owned Holiday Home. We will also provide, where possible, other relevant customer Codes of Practice.
- d) We will give you any relevant safety check certificates and if we are asked to connect the home to the service points (gas and electricity) this will be done by appropriately qualified personnel in accordance with current regulations.
- e) We shall ask you to participate in a Consumer Feedback survey which will be used by the Scheme to assess how we have performed and the degree to which we have met your expectations.

6. Holiday Home Warranties

1. New Holiday Homes only

We will supply you with the manufacturer's new product warranty document upon delivery of your new Holiday Home and draw your attention to its main provisions. The warranty will not affect your statutory rights.

2. New and pre-owned Holiday Homes

We will seek to extend the warranty period in the event that a Holiday Home is unusable for an extended period for the approved rectification of warranty faults. This applies to any warranty provided by a manufacturer, ourselves or a third party.

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Our members' commitment to you

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3. Pre-owned Holiday Homes only

- a) We will advise you, wherever possible, whether or not a manufacturer's warranty has expired on a pre-owned Holiday Home.
- b) We will transfer at no cost to the new owner the unexpired portion of any new warranty where the warranty allows and where relevant conditions have been observed (e.g. as regards servicing and repairs). If the warranty conditions have not been observed, or we cannot confirm that they have, we will bring this to your attention.
- c) If we offer our own, or a non-manufacturer warranty, we will ensure it sets out:
 - i. Claims procedures,
 - ii. Relevant contact information,
 - iii. Items/charges specifically included in, or excluded from, its provisions.
- d) We will also provide you with a statement that the warranty will not affect your statutory rights.

4. Warranty Repairs

- a) We will ensure warranty work is carried out in accordance with the manufacturer's guidelines and we will have suitable resources to perform these ourselves where appropriate (a repairer who has not been authorised by the manufacturer may not carry out warranty repairs as the warranty may be invalidated if this happens. This applies to any warranty provided by a manufacturer, ourselves or a third party).
- b) We will not charge you for any warranty repairs (parts or labour).

7. Aftersales, Repairs and Maintenance

1. Aftersales

We will offer the following services either directly or via audited/registered sub-contractors:

- a) A transportation service for delivery
- b) A pre delivery or on pitch Pre-Delivery Inspection (PDI)
- c) A siting service by a suitably qualified person (e.g. CITO BTEC Safe Moving, Siting and De-siting qualified)
- d) A commissioning service upon delivery
- e) A maintenance service to the Park Owner or customer to include
 - i. 'Drain down' services
 - ii. A gas safety check by a Gas Safe registered engineer
 - iii. Home plumbing services by a qualified plumber
 - iv. Electrical Safety Checks and services by an electrician registered with NICEIC/ECA and/or having a CITO Electrical Inspection & Test Certificate.

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Our members' commitment to you

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2. Repairs

- a) Where repair work is required under an insurance claim, we will ensure we are approved by insurance companies to undertake repairs or sub-contract the work to another approved repairer.

3. Maintenance

- a) We will recommend you carry out regular servicing and maintenance to prevent damage to the Holiday Home - such as winterisation/drain down.
- b) We will only use parts that are of a satisfactory quality and we will guarantee parts for a minimum period.
- c) We will use our best endeavours to ensure the delivery of spare parts within a reasonable period of time, reflecting standard industry practice, and will keep you informed as appropriate.
- d) We will provide an estimate in advance for non-warranty repair work.

8. Complaint Handling

The following procedure does not apply to complaints relating to business to business transactions (also see Notes section).

1. If you are a customer with a Holiday Home on a park, we will agree and maintain a clear and formal written complaints procedure for customer complaint handling between ourselves and the park and tell you what this is. Complaints should be made to the nominated contact at the park in writing, in the first instance. Alternatively, if you are a customer not sitting your Holiday Home on a park, complaints should be made to us in writing in the first instance - we will maintain a clear and formal written complaints procedure and tell you what this is.
2. We will take effective and immediate action to try and resolve any customer complaint.
3. We will:
 - a) Acknowledge your complaint, in writing or by phone, within 2 working days of receipt
 - b) We will issue an initial response or a final decision, in writing, as soon as possible or at the latest within 10 working days of complaint receipt
 - c) If we issue an initial response and you notify us that it does not resolve your complaint, we will issue a final decision, in writing, as soon as possible or at the latest within a further 5 working days
 - d) In all instances, if we legitimately need more time to investigate and manage your complaint (e.g.: because it involves another party), we will provide written reasons why and an estimate of the date when we expect to be able to issue an initial response or final decision.
 - e) Keep a complaints log which will be available for inspection by NCC assessors.
4. We will keep you informed either by letter or e-mail, whichever you prefer.

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Our members' commitment to you

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5. For all complaints we will provide either a response and/or a final decision in writing. Any final decision will include details of the NCC Informal Dispute Resolution Service and the Independent Case Examiner (the Examiner) in case you require independent redress.
Please note that the Examiner will only consider complaints that have been first sent to, and considered by, the NCC Informal Dispute Resolution Service.
6. If you are not satisfied with our final decision, or if we exceed the response timescales (see 3 above), you should then refer your complaint to the NCC for informal dispute resolution. If this fails to resolve your complaint or if the NCC Informal Dispute Resolution Service is not able to handle your complaint, the NCC will escalate your complaint to the Examiner. We will co-operate fully with the Examiner during an investigation and comply with his final decision which is binding on us both. Please note an administration fee of £60 (including VAT) will be charged by the NCC should you wish to use the Examiner service. This fee is refundable only if the Examiner finds in your favour, subject to his discretion. There are no other charges to you for using the service.
7. We will liaise, at your request, with anyone acting formally on your behalf (e.g. Trading Standards, Citizens Advice Bureau, Consumer Advice Centre, etc.).

Explanatory Notes, Copyright and Contact Information

- This Code is intended to benefit both businesses and consumers that purchase Holiday Homes.
- For consumers, none of the terms contained in this Code shall affect your rights under the relevant consumer legislation and regulations.
- For businesses, this Code represents our commitment to industry best practice but in the event of a dispute, normal commercial channels for redress/recourse will apply (see also section 8).
- Throughout the Code, reference to one gender shall include the other gender and reference to the singular shall include the plural.
- Throughout the Code reference to 'we', 'us' and 'our' refer to the member and reference to 'you' and 'your' refer to the Holiday Home purchaser/owner.
- No part of this document may be reproduced in any form without the prior written permission of the NCC. The full Code can be viewed on our website.

Contact Information

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www.thencc.org.uk or
www.approveddealerships.co.uk

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Appendix 1 - Definitions

The following terms are used throughout the Code and are defined as follows:

'Advertising'	Any activity to promote or publicise us, our services or the Holiday Home (whether in writing or otherwise including electronic media).
'Agreement to Purchase'	The written agreement (contract) between you and us for the purchase of the Holiday Home.
'Assessor'	An independent, impartial and suitably experienced/qualified person, appointed by the NCC, who performs assessments on our business and our compliance with this Code.
'Business'	An on-going trade, profession or occupation carried out for the purpose of gain or reward.
'Code'	This Consumer Code of Practice.
'Commitment'	A promise/express assurance on which expectation is to be based.
'Conditions of Sale'	Standard Terms which apply to all sales of Holiday Homes and are referred to in the Agreement to Purchase.
'Consumer'	A person who acquires goods and services for his own personal needs. Includes and describes the owner/end user of any product as described in the Code, any person enquiring about purchasing a new or pre-owned product and any person buying services from us.
'Consumer Code'	A Code of Practice that promotes and protects the interests of consumers and establishes a benchmark for industry best practice.
'Date of Manufacture'	The manufacturer's recorded date that the Holiday Home was manufactured
'Display area'	A display area for Caravan Holiday Homes
'Distributor'	An agent selling new and pre-owned Holiday Homes who offers a retail, aftersales, warranty and maintenance service to holiday parks and the public.
'Holiday Home'	The Holiday Home (the 'Home') sold for holiday and recreational use
'Independent Case appointed by Examiner' (the Examiner)	An independent, impartial and suitably experienced/ qualified person, the NCC, who makes decisions on unresolved complaints.
'Licence Agreement'	The written agreement (sometimes known as a Pitch Licence Agreement) between you and a park for keeping the Holiday Home on a pitch on that Park.
'Manufacturer'	The Holiday Home manufacturer.
'Member'	The scheme member (us) participating in the NCC Approved Holiday Home Distributor scheme.

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Appendix 1 - Definitions

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'NCC'	Means the National Caravan Council.
'NCC Approved Holiday Home Distributor logo'	The logo shown on the front of this document.
'NCC Approved'	A badge that identifies that NCC members' product or consumer service standards meets minimum requirements and standards.
'NCC Approved scheme'	A scheme that demonstrates the business's commitment to its customers to protect their interests, treat them fairly and honestly and maintain high standards. The Consumer Code is at the heart of the scheme and establishes a benchmark for industry best practice and quality customer service which is then monitored and policed through the scheme.
'NCC Informal Dispute Resolution Service'	A service operated by the NCC aimed at delivering a mutually agreeable outcome to an unresolved complaint between us.
'Park Owner'	The individual, company or any successors in title named in a Licence Agreement as being the Park Owner or authorised by the Park Owner to be responsible for its operation.
'Pre-owned'	Is taken to mean 'used' and vice versa.
'Purchase Agreement' 'Scheme'	The written agreement for the purchase of the Holiday Home from a park. The NCC Approved Holiday Home Distributor scheme.
'Warranty'	Is taken to include the manufacturer's warranty and any extension offered by the dealer on a new Holiday Home. It also includes any warranty offered by us on a pre-owned Holiday Home.
'We/Our/Us'	The scheme member of the NCC participating in the NCC Approved Holiday Home Distributor scheme and offering a supply, aftersales, warranty and maintenance service.
'Winterisation/ Drain Down'	Preparing the Holiday Home to prevent damage during the period when the park is closed and the Holiday Home is not in use.
'Working Days'	Means Monday, Tuesday, Wednesday, Thursday and Friday, excluding Bank Holidays.
'You/Your'	The purchaser of the Holiday Home.