businesscompanion
trading standards law explained

Motor vehicle servicing and repairs

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In this guide, the words 'must' or 'must not' are used where there is a legal requirement to do (or not do) something. The word 'should' is used where there is established legal guidance or best practice that is likely to help you avoid breaking the law.

This guidance is for England, Scotland and Wales

Consumers put their trust in motor trade professionals that carry out work on their vehicle. The law states that consumers are entitled to receive the service that is either expected or specifically described to them.

Part 4, Chapter 1 of the Digital Markets, Competition and Consumers Act 2024 (DMCCA) is a wide-ranging piece of legislation that makes it a criminal offence for a trader to engage in commercial practices that mislead in respect of goods and services. The misleading element could be in the form of an action (such as a statement or description) or in the omission of facts (such as failing to disclose information) about the goods or services. An action or omission may be seen as misleading if it is likely to affect whether the consumer decides to purchase (or take any other 'transactional decision' as it is known in the DMCCA).

Making misleading statements about a consumer's vehicle can be both a criminal offence and a breach of a trader's civil obligations.

The law

DMCCA

The DMCCA imposes a general prohibition on unfair commercial practices between traders and consumers. Commercial practices are considered unfair if they contravene the requirements of professional diligence (falling short of the standard of skill and care that a trader may reasonably be expected to exercise towards consumers) or if they are misleading or aggressive and this is likely to cause a consumer to take a transactional decision that they would not have taken otherwise.

In addition, failure to provide certain information where there is an 'invitation to purchase' is also prohibited, as is engaging in one of a list of specifically banned practices. Invitations to purchase arise where information is given to a consumer about the characteristics of a product and its price, which help a consumer decide whether to purchase the product or to make some other transactional decision (for example, offering car servicing plans).

The DMCCA prohibits giving false or misleading information to, or deceiving, consumers. This is known as a 'misleading action' and would cover, for example, situations where a trader makes a statement that a consumer's vehicle has a fault that it does not have or that a part of the vehicle needs to be replaced when it does not.

It would also be a breach of the DMCCA to fail to give consumers the information they need to make an informed choice; this is known as a 'misleading omission'. An example of this may be failing to inform a consumer that a part could be repaired at a lower cost than having it replaced.

For more information, please see 'Protection from unfair trading (criminal law)'. For the time being, consumers' rights of redress are still covered by the Consumer Protection from Unfair Trading Regulations 2008 (CPRs); information on these rights can be found in 'Protection from unfair trading (consumers' rights of redress)'.

CCRs

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) include a requirement to provide a list of information to consumers before they enter into a contract. The information that needs to be provided differs depending on whether a contract was made on business premises, off-premises or at a distance. In addition, the Regulations prohibit the use of premium-rate telephone helplines for contracts already entered into, as well as the use of so-called negative options (pre-ticked boxes) to sell additional products to consumers that are not part of the main contract.

The information you must give or make available to consumers includes such things as:

- your identity (trading name)
- geographical address, telephone number and email address
- the main characteristics of the goods or services
- total price of the goods or services, including all taxes (for example, VAT)
    - or, if the price is not known, how the price will be calculated
- time that you will take to deliver the goods or services

For more information, please see:

- 'Consumer contracts: on-premises sales'
- 'Consumer contracts: off-premises sales'
- 'Consumer contracts: distance sales'

Failure to provide information required under the CCRs may also be a misleading omission under the DMCCA.

CRA

The Consumer Rights Act 2015 (CRA) outlines the consumer's statutory rights in relation to services. It states that:

- the service is to be performed with reasonable skill and care
- anything said or written to the consumer by or on behalf of the trader, about the trader or service, that is taken into account by the consumer in deciding to contract with the trader or when making decisions after contracting, is to be binding
- a reasonable price is to be paid for a service (unless a price has been agreed)
- the service is to be performed within a reasonable time (unless a completion date has been agreed at the time the contract was made)

Breaches of a consumer's rights may mean they are entitled to ask for the service to be redone, or to claim a remedy that may include refund and/or compensation.

See 'Supplying services' for more information.

Common Issues

Consumer expectation

The average consumer is likely to expect that they will receive the 'manufacturer's service' unless specifically told otherwise.

For example, if you are carrying out a full service or a 20,000 miles service, what can the consumer expect? It is usual for consumers to expect that the service carried out is that detailed by the vehicle manufacturer. If your standard service does not cover all the elements detailed by the vehicle manufacturer and this hasn't been agreed by the consumer beforehand, then this could be a breach of the legislation.

Service booklets

If you use your own 'menu', and therefore do not carry out a manufacturer's service, you should not stamp the consumer's service booklet. If you do, it would imply that the manufacturer's service schedule has been adhered to, which would be misleading under the DMCCA.

Pricing

It is important to know the difference between an estimate and a quotation (quote). If you quote a price, then that is exactly what the consumer expects to pay. If there are unexpected extra costs, you must inform the consumer and seek their agreement before carrying out this extra work. An estimate is more flexible but should be realistic.

Prices must include VAT (where applicable), unless the customer is in business.

If you advertise the price of work, such as a major car service, the price must include all mandatory costs.

For more information on pricing practices, including links to Government guidance, please see 'Providing price information'.

Safety

It is an offence to supply a vehicle in an 'unsafe' condition. Therefore, it is important when you have carried out work on the consumer's vehicle to return it in a safe condition.

There are certain checks and works on a manufacturer's service schedule that are safety-related and if you return the vehicle without carrying out these safety elements you may be liable.

If you discover a safety fault, you must notify the consumer. If a consumer does not wish to have the work done, make sure you record the faults and list them in writing to the consumer on the completed works schedule.

Avoiding problems

It is difficult to avoid problems with consumers' expectations regarding how their vehicle is to be serviced, especially if they are looking for a cheaper option.

It is recommended that you provide a service 'menu', which should detail exactly what you are going to do, and you must then do as you have described. Furthermore, it is important that you provide the consumer with a schedule for the work you have carried out.

It is important to establish with the consumer the type of service that will be conducted before the work is carried out on their vehicle. Once you both agree either to carry out a manufacturer's service or your own service, then you must make sure that you carry out the service as described. It is a good idea to have a pre-booking form, explaining the type of service that the consumer will be receiving. The consumer can read and sign this form before the work is carried out. The form should contain an itemised list of the work you agreed under the service and the agreed price. This will prevent disputes later on.

It is important to remember that if you employ staff, you are responsible for their actions. The law prohibits anyone from making false statements regarding the work done on the vehicle. Therefore, your staff must not mislead consumers by stating that work has been carried out that hasn't been. You, as the owner of the business, may be prosecuted, as may any company directors and managers. It is therefore important that you take reasonable precautions to ensure that what is said and done by staff on your behalf does not lead to you breaking the law.

Further information

More detailed information on the car trade, including servicing, can be found in Business Companion's Business in Focus guide 'Car traders and consumer law'.

Trading Standards

For more information on the work of Trading Standards services and the possible consequences of not abiding by the law, please see 'Trading Standards: powers, enforcement and penalties'.

In this update

General detail added.

Last reviewed / updated: March 2026

Key legislation

- General Product Safety Regulations 2005
- Consumer Protection from Unfair Trading Regulations 2008
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- Consumer Rights Act 2015:
  - Part 1, Chapter 4
- Digital Markets, Competition and Consumers Act 2024:
  - Part 4, Chapter 1

Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links go to the legislation.gov.uk website. The site usually updates the legislation to include any amendments made to it. However, this is not always the case. Information on all changes made to legislation can be found by following the above links and clicking on the 'More Resources' tab.

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