



Ad Standards Community Panel
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AdStandards.com.au

Ad Standards Limited
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Case Report

1. Case Number :	0345-20
2. Advertiser :	Ford Australia
3. Product :	Vehicle
4. Type of Advertisement/Media :	TV - Free to Air
5. Date of Determination	25-Nov-2020
6. DETERMINATION :	Dismissed

ISSUES RAISED

FCAI Motor Vehicle Advertising Code\2(c) Driving practices

DESCRIPTION OF ADVERTISEMENT

This television advertisement depicts two Ford vehicles:

- (1) a delivery driver parking a Ford Transit Custom in front of a business' gate in order to deliver a package; and
- (2) a construction worker parking their Ford Ranger at a construction site and putting on their work boots.

THE COMPLAINT

Comments which the complainant/s made regarding this advertisement included the following:

In every jurisdiction, under the Australian Road Rules, it's an offence to stop a vehicle on a footpath or nature strip and to park a vehicle on or in front of a driveway. One driver parks a white van diagonally across a driveway and walks away. Another stops and gets out of his vehicle (in his socks) on a nature strip/path and walks off.

It is also an offence to drive along a path or nature strip in all jurisdictions. In NSW the penalty exceeds \$300 and attracts 3 demerit points.

The ad clearly promotes this behaviour as the white ute must have been driven along the path/strip to end up in this position.

For all these reasons, the ad is clearly in breach of the FCAI Code:



(c) Driving practices or other actions which would, if they were to take place on a road or road-related area, breach any Commonwealth law or the law of any State or Territory in the relevant jurisdiction in which the advertisement is published or broadcast directly dealing with road safety or traffic regulation.

THE ADVERTISER'S RESPONSE

Comments which the advertiser made in response to the complainant/s regarding this advertisement include the following:

I refer to your email dated 10 November, 2020 in relation to a complaint received by Ad Standards regarding the 'Ford Moves Your Business' television commercial. Please accept this letter in response.

Advertisement Description

The advertisement depicts two Ford vehicles for sale, in a pair of situations relevant to their function namely: (1) a delivery driver parking a Ford Transit Custom in front of a business' gate in order to deliver a package; and (2) a construction worker parking their Ford Ranger at a construction site and putting on their work boots. A final tile depicts the two vehicles and drivers, along with two others who are not the subject of the advertisement's main narrative, showcasing a variety of Ford vehicles.

Response to Complaint

Ford Australia has considered the complaint and the advertisement in question, in light of the provisions of the AANA Code of Ethics ("the Code") and the Federal Chamber of Automotive Industries Voluntary Code of Practice for Advertising Motor Vehicles ("the FCAI Code").

We note that the nature of the complaint relates specifically to the concern that the advertisement in question contains material which is in breach of the Australian Road Rules. We have carefully considered the Code, the FCAI Code, and the Australian Road Rules, and have assessed their respective applicable provisions against the content of this advertisement. We submit that the advertisement does not breach the Code, the FCAI Code, or the Australian Road Rules, on any of the grounds set out in the same.

We note that provision 2.6 of the Code sets out that "Advertising shall not depict material contrary to Prevailing Community Standards on health and safety."

The question of whether or not the advertisement includes any such material is, when contemplating driving or road rule compliance, dependent on whether or not the advertisement is in breach of the FCAI Code. In short, there are no scenes in the advertisement depicting any material that is at all contrary to prevailing community standards on health and safety, and thus the AANA Code is not breached.

On the FCAI Code, we note that the complainant has specifically claimed that the advertisement is in breach of provision 2(c) of the FCAI Code which states that



advertisers should ensure that advertisements for motor vehicles do not portray any “[d]riving practices or other actions which would, if they were to take place on a road or road-related area, breach any Commonwealth law or the law of any State or Territory in the relevant jurisdiction in which the advertisement is published or broadcast directly dealing with road safety or traffic regulation.”

The complainant has noted two scenes in the advertisement in question that they claim are in breach of the Australian Road Rules, namely, a scene in which a delivery driver parks their vehicle adjacent to a company’s gate, in order to deliver a package (“Gate Scene”), and a separate scene in which a construction worker parks their vehicle adjacent to a construction zone and gets their shoes out of the back of the car (“Construction Scene”).

In relation to both of these scenes, the relevant Australian Road Rule is Rule 198(2), which states:

2. A driver must not stop on or across a driveway or other way of access for vehicles travelling to or from adjacent land unless —

- (a) the driver —*
 - (i) is dropping off, or picking up, passengers, and*
 - (ii) does not leave the vehicle unattended, and*
 - (iii) completes the dropping off, or picking up, of the passengers, and drives on, as soon as possible*
- and, in any case, within 2 minutes after stopping, or*
- (b) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under these Rules.*

In relation to the Gate Scene, we note that the driver is clearly operating a delivery vehicle that is delivering a package to a business. It is not conceded that this is a driveway area, and this assumption is an incorrect interpretation. For clarity, the vehicle is parked in front of a locked gate directly adjacent to the loading bay of the commercial factory in question. The area is not used as a driveway. To be clear, the depiction is of a vehicle parked in a designated delivery/drop-off zone in a commercial factory area, adjacent to a loading bay where deliveries are made. The interpretation of the complainant is incorrect. The driver of the vehicle is doing exactly what the driver must do, in order to deliver the package. This is not a domestic setting, nor a residential property situation.

Indeed, on simple inspection it is evident that there is no walkway, footpath or pedestrian area (as the complainant asserts) within or near the industrial estate location where the vehicle is shown in the Gate Scene. We note that there is no signage visible in the scene that indicates the vehicle is parked illegally or without the consent of the business, and again this is because the opposite is true. We also note that the driver completes his delivery safely and as soon as is practical. In regard to the actual film shoot, all relevant consents were obtained.



On this basis, we submit that the scene does not breach the above Australian Road Rule as the driver is permitted to stop in area he is in, which effectively acts as a loading/parking bay as designated by the business in question.

In relation to the Construction Scene, we note the area in which the driver stops is not an access point for the construction site, it is a designated off-street parking space. This is why the spot has been “gravelled in”, and the vehicle is parked well within the markings depicted, in an off-street parallel park. The complainant has, once again, made an incorrect interpretation of the scene. This is not a matter of the vehicle blocking a driveway or doing anything in or on a public road, driveway or road related area. The driver is both permitted to park in the relevant space, and required to. The vehicle is clearly and obviously not blocking the footpath.

In regard to the film shoot, all access to the surrounding areas was closed and traffic and road closures were managed throughout.

All relevant council approvals, safety reports and traffic control managers were on site and managing the location.

Accordingly, we submit that the advertisement does not breach the FCAI Code, and does not breach provision 2.6 nor any other provision of Section 2 of the AANA Code of Ethics, being:

- *2.1 - Discrimination or vilification*
- *2.2 - Exploitative or degrading*
- *2.3 - Violence*
- *2.4 - Sex, sexuality and nudity*
- *2.5 - Language*
- *2.6 - Health and Safety*
- *2.7 - Identifiable Advertising*

On this basis, we request that the Ad Standards Community Panel consider the dismissal of the complaint received.

THE DETERMINATION

The Ad Standards Community Panel (Panel) was required to determine whether the material before it was in breach of the Federal Chamber of Automotive Industries Voluntary Code of Practice for Motor Vehicle Advertising (the FCAI Code).

The Panel noted the complainant’s concern that the driver in the advertisement features:

- A driver parking a van diagonally across a driveway and walking away
- A vehicle parked in a manner that suggests it has been driven on a nature strip



And that these actions are in breach of the law.

Is this an advertisement for a motor vehicle?

The Panel noted that Motor vehicle is defined in the FCAI Code as meaning: "passenger vehicle; motorcycle; light commercial vehicle and off-road vehicle". The Panel determined that the Ford range shown are Motor Vehicles as defined in the FCAI Code.

The Panel determined that the material before it was an advertisement for a motor vehicle and therefore that the FCAI Code applied.

Clause 2(c) - Advertisements for motor vehicles do not portray ...driving practices or other actions which would if they were to take place on a road or road-related area, breach any Commonwealth law or the law of any State or Territory in the relevant jurisdiction in which the advertisement is published or broadcast directly dealing with road safety or traffic regulation. (examples: illegal use of hand-held mobile phones or not wearing seat belts in a moving motor vehicle)].

The Panel first considered the vehicle which appeared to be parked in the driveway

The Panel noted the advertiser's response that the vehicle is parked in front of a locked gate and the area is not used as a driveway, it is a designated delivery zone.

The Panel considered that the vehicle did appear to be stopped on a driveway area, as the driveway can be seen leading from the road to the commercial garage.

The Panel noted Rule 198 of the Australian Road Rules states:

"198 Obstructing access to and from a footpath, driveway etc

(1) A driver must not stop on a road in a position that obstructs access by vehicles or pedestrians to or from a footpath ramp or a similar way of access to a footpath, or a bicycle path or passageway unless:

(a) the driver is driving a public bus that is dropping off, or picking up, passengers; or

(b) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under the Australian Road Rules.

(2) *A driver must not stop on or across a driveway or other way of access for vehicles travelling to or*

from adjacent land unless —

(a) the driver —

(i) is dropping off, or picking up, passengers, and



(ii) does not leave the vehicle unattended, and

(iii) completes the dropping off, or picking up, of the passengers, and drives on, as soon as possible and, in any case, within 2 minutes after stopping, or

(b) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under these Rules.”

The Panel noted that the example of blocking a driveway provided in the Road Rules is of a car parked on the road blocking access to a driveway, not a vehicle parking in a driveway. The Panel considered that the vehicle is not seen to block a footpath or pedestrian access, and there appears to be enough space for another vehicle to enter the driveway. The Panel considered that it is reasonable for a delivery driver to park in a driveway to deliver a package, and that this would not be a breach of road rules.

The Panel then considered the position of the vehicle which was parked on gravel beside the road.

The Panel noted the advertiser’s response that the area in which the driver stops is a designated off-street parking space which has been gravelled in, and the vehicle is not blocking a driveway or the footpath.

The Panel noted Rule 197 of the Australian Road Rules states:

“(1) A driver must not stop on a bicycle path, footpath, shared path or dividing strip, or a nature strip adjacent to a length of road in a built-up area, unless:

(a) the driver stops at a place on a length of road, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under the Australian Road Rules; or

(b) the driver is permitted to stop under another law of this jurisdiction”

And Rule 289 of the Australian Road Rules which states:

“(1) A driver must not stop on a bicycle path, footpath, shared path or dividing strip, or a nature strip adjacent to a length of road in a built-up area, unless:

(a) the driver stops at a place on a length of road, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under the Australian Road Rules; or

(b) the driver is permitted to stop under another law of this jurisdiction”



The Panel considered that it was clear that the vehicle would have been able to pull straight off the road into the gravel area and that it would not have had to drive along the nature strip. The Panel noted that the area the car is parked on is gravel and not a usual grass nature strip. The Panel considered that the brief scene in the advertisement appeared to show a vehicle parking in a designated parking bay, and was not parked in a way which would be in breach of the relevant road rule.

Clause 2(c) conclusion

Finding that the advertisement did not portray driving practices or other actions which would breach the law, the Panel determined the ad did not breach Clause 2(c) of the FCAI Code.

Conclusion

Finding that the advertisement did not breach Clause 2(c) of the FCAI Code or any other section of the FCAI Code, the Panel dismissed the complaint.