



# The Glovebox Guide

a guide to buying and owning a car



from the Office of Fair Trading



**Queensland** Government

Department of Tourism, Fair Trading and  
Wine Industry Development

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# Message from the Fair Trading Minister



Buying and maintaining a car is a big financial commitment for most Queenslanders. To help you make informed decisions, the Beattie Government has produced *The Glovebox Guide*.

With over 17,000 new vehicles\* sold each month in Queensland, not to mention the busy used car market, it is important consumers know their rights and responsibilities when it comes to purchasing a motor vehicle.

The Office of Fair Trading has produced this guide with the assistance of RACQ, MTA-Q and Queensland Transport to ensure you have access to reliable and useful information.

The guide contains up-to-date information on everything from the purchase process for new and used cars, consumer protection laws in Queensland and repairs and servicing, to what to do in the event of a crash.

*The Glovebox Guide* also explains how to make a complaint if things go wrong and who to contact for advice and assistance.

The Beattie Government's *Glovebox Guide* is essential reading for car buyers, and is also a great source of information for all Queensland car owners.

As the name suggests, *The Glovebox Guide* is the perfect size to be kept in your car as a handy reference when you need it most.

Happy and safe motoring.

A handwritten signature in black ink that reads "Margaret Keech". The signature is written in a cursive, flowing style.

**Margaret Keech MP**

Minister for Tourism, Fair Trading and Wine Industry Development

\* Source: ABS 9314.0. Figure based on average (June 04 - May 05)

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# How to buy a car

## The first steps

### Quick tips

- List your needs and wants
- Set a budget
- Shop around for a loan if you need one
- Research the market and compare makes and models
- Consider insurance

## Getting started

### List your needs and wants

Before you start looking around write a list of what you need and want in a car. Be realistic about what you will use the car for – a 4WD won't suit your needs or budget if you are looking for a car just to drive around town.

### Set a budget

When you're clear about what you need, set yourself a budget. The budget plan below can help you calculate the most common car-related expenses. RACQ's booklet *Facts on private vehicle expenses – the costs of owning a car* is also a very useful guide.



## Budget plan

Asking price	\$
Extras	\$
REVS, WOVR or other vehicle history certificates	\$
Pre-purchase inspection fee	\$
Transfer fee	\$
Stamp duty	\$
Insurance	\$
Registration	\$
Servicing and repair	\$
Ongoing costs (such as fuel, tyres, parts, RACQ membership)	\$

Consider the availability and cost of spare parts – especially for imported or older vehicles.

Remember, the expense of owning a car doesn't just stop at the purchase price. Make sure you also consider registration, insurance, service and repairs, and fuel costs. Routine maintenance, running costs and repairs can average \$75-\$85 per week. But ongoing maintenance may cost more for older cars and cars with more kilometres on the clock.

Compulsory and standard fees/charges include:

- Compulsory Third Party (CTP) insurance and registration fees – paid when the vehicle is registered;
- government stamp duty – charged at 2% of the market value for buyers of new and used cars;

- transfer fees – for used car buyers; and
- dealer delivery charges – for new car buyers.

Contact the Motor Accident Insurance Commission (MAIC) on 1300 302 568 or visit [www.maic.qld.gov.au](http://www.maic.qld.gov.au) for more information on CTP insurance.

## Shop around for a loan if you need one

If you need to take out a loan to buy a car, make sure you work out how much you can comfortably afford each month in loan repayments. A car loan will increase the overall purchase price of a car when you take interest, fees and charges into account, so only borrow the minimum amount necessary.

Most car dealers will offer to arrange finance, but it may be cheaper to organise your own. Always shop around for the best loan and most competitive interest rates.

A car finance calculator can help you work out what size loan you can afford and how much the repayments will be. A sample guide is available from a website (see page 61).

Before you decide to take out a loan, make sure you know and understand the:

- type of loan;
- interest rate and fees and charges;
- monthly repayments and their due date;
- total amount you will have paid at the end of the loan period; and
- insurance requirements.

Under the *Consumer Credit Code*, credit providers must inform you of your rights and responsibilities in any credit arrangement. They are also required to clearly outline interest rates, fees, commissions, and other relevant information in the written contract, so make sure you read and understand the contract before signing. If you're not clear about something, ask!

## 'Interest-free' car loans

Interest-free car loans may sound like an easy way to buy a car. Depending on the way they are structured, they may not be subject to the consumer protection laws under the *Consumer Credit Code*. The Office of Fair Trading has received various complaints about interest-free car loans.

Common traps include:

- the car may be much more expensive than the same car being sold by another dealer;
- if your payments are late, the car may be repossessed immediately; and
- the dealer usually owns the vehicle until the last payment is made. If you miss a payment and the car is repossessed, you won't get any money back regardless of how much you repaid.

For more information see the RACQ's *Car Buyer's Guide* and the Office of Fair Trading's *Good Credit Guide*.

## Research the market

There are several ways to buy a car:

- from a licensed motor dealer;
- from a private seller;
- at an auction;
- from a wholesaler;
- via a licensed motor dealer broker; or
- on the Internet.

Buying from a licensed car dealer offers you the greatest protection under the law (see page 18 for more information).

The Office of Fair Trading receives many complaints from people who haven't properly researched the market before buying a car and later discover the deal or car is not as good as first thought. The key to getting a good deal is to do your homework! Find out what is available at what price and set your sights on a realistic purchase.

Compare car prices advertised in newspapers and on the Internet. Check car magazines for detailed information about performance, specifications and prices. RACQ can offer professional advice, or talk to friends and workmates who have recently purchased a car or are experienced car owners.

Remember, unusual models can be expensive to insure and repair, and spare parts can be difficult to obtain. Passenger cars manufactured after 1986 run on unleaded fuel, which is cheaper than lead replacement fuel (required for many cars made prior to 1986).

Buyers should also note that Lead Replacement Petrol (LRP) is being gradually phased out. When it is no longer available, owners of pre-1986 cars that require LRP will need to use an unleaded fuel of suitable octane rating and add a proprietary valve seat protection additive at the recommended rate at each refuel. This will add to the overall cost of the car in the long run.

Once you have a reasonable idea of price, visit local car dealers to get a good idea of what is available. Make sure you take the time to compare deals. Be wary of so-called 'bargain prices' and 'today only' offers, and don't be pressured to buy a car that sounds too good to be true – it probably is.

For some useful places to start your research, see *Getting help and more information* on page 57.



## Consider insurance

The type of insurance you choose will depend on the car you buy and your budget. A different model or a smaller engine size could reduce your annual insurance premiums. Shop around and get insurance quotes when deciding which car to buy. Ask your insurance company for a cover note before you pick up the car to ensure you are fully protected.

Compulsory Third Party (CTP) is paid with the car registration fee. You can choose your CTP insurer, but it is the only form of insurance you must have. CTP protects you from any claims that could arise because of death or injury to other people caused by the negligence of anyone driving your car. It does not cover the driver of your car or damage to vehicles or property.

There are other forms of car insurance that protect you against costs and liabilities if you are involved in a crash, or if your car is stolen, damaged or vandalised. Policies and premiums vary so shop around to find one that suits you. Insurance will be more costly for cars bought on credit, modified cars or sports cars, and for drivers under 25 years of age.

Insurance options include:

### • Comprehensive insurance

This offers the greatest protection for your car. It covers damage to your car, other cars, property, fire and theft. Comprehensive insurance will also protect your financial interests if you borrow money to buy the car.

### • Third party property, fire and theft

Also known as “extended” third party property insurance, this covers you against accidental damage to other cars and property. It also covers your vehicle for fire and theft. Unlike Comprehensive insurance, it does not cover accidental damage to your own vehicle.

### • Third party property

Only covers you against damage caused to other cars and property, not to your own car. This level of insurance should be taken out as a minimum because if you cause damage to another car or property it could be extremely costly.

Ask for more information on ‘no fault’ insurance cover as some policies may also cover a limited amount of collision damage to your car if the damage is the fault of an uninsured driver. Conditions may apply.

Before taking up insurance cover, you should check:

- Driver restrictions. Who is allowed to drive the car under the policy?
- Policy excess. What do you pay when you make a claim? Is the excess related to the age or gender of the driver or is it a standard amount?
- Car value. What will you be paid if your car is written-off or stolen and never recovered? Is your car insured for market value or an agreed fixed amount? Find out how this is calculated.
- Policy exclusions. What is excluded from the cover?
- Rating or no-claim discount. Premiums are usually calculated by a numerical rating, which is given to each customer. A ‘rating one’ driver is charged the lowest premium. When you start out you will probably be on a ‘rating six’ and improve one rating each year if you don’t make a claim.

Your insurance policy may be cancelled or your claim refused if you:

- are involved in a crash when under the influence of drugs or alcohol;
- are driving illegally; or
- don’t disclose modifications to your car, previous crashes, prior driving convictions or offences, or personal disability in the Duty of Disclosure section.

For more information on insurance options see the RACQ’s *Car Buyer’s Guide*.

## Buying tips

- Consider buying a second-hand car that's still relatively new. Cars a year or two old may still be under manufacturer's warranty and can be considerably cheaper than the same model brand new.
- Wait for an 'end of year' or 'model runout' sale to buy a new car. You're basically buying a superseded model but you'll save on the purchase price. Consider buying a popular make and model from a manufacturer with a reputation for quality and reliability. This could improve its resale value.
- Don't overspend on accessories. It's unlikely you'll recoup the value of the car accessories at resale time.



## Buying a new car

### Quick tips

- Check the contract, total cost and warranties
- Remember - no cooling-off period
- Negotiate the deal
- Pay a deposit
- Conduct a pre-delivery check

## Things to check

### The contract

A *Contract of Sale* is a legally binding document. Don't sign it until you are absolutely sure you want to go ahead with the purchase. If you sign the contract then change your mind, there may be significant penalties depending on the contract terms. If you have signed a contract to buy a new car with more than one trader, you could also be forced to buy all the cars.

Before you sign, ask to have any unfavourable clauses deleted from the agreement. Unfavourable clauses might include:

- a right for the trader to increase the car's price or reduce the value of the trade-in; or
- an unspecified delivery date. This could lead to an indefinite delay for delivery and is a growing area of complaint to the Office of Fair Trading.

You should also add into the contract any specific requirements you may have. These requirements can include obtaining finance and certain vehicle specifications such as colour, build date or delivery date. Examples of additional clauses could include the following:

- This contract is subject to the purchaser obtaining sufficient finance from (insert the name of your credit provider) to complete the purchase; and

- (Insert car details including colour and build date) to be delivered by (insert date) otherwise contract will be cancelled and deposit refunded.

You should never sign an incomplete contract. Always keep a copy of what you sign. If you are unsure about anything in the contract, DON'T sign it! Take your time and seek advice if necessary. You may be able to get what you want from another dealer for the same or similar price.

### The total cost

Car dealers are required to specify all mandatory costs a consumer must pay when purchasing a vehicle. The Australian Competition and Consumer Commission (ACCC) released a guideline of best practice for car dealers when advertising purchase prices of vehicles. The guideline is based on the provisions of the *Trade Practices Act 1974*. It identifies 'drive away no more to pay' figures as the ideal method for advertising prices. This should include a sum of the actual price of the vehicle, mandatory costs like stamp duty (at 2% of the purchase price), dealer delivery charges and levies or fees that must be paid before receiving the vehicle. You should expect to pay no more than the advertised price. Otherwise, the amount of extra charges should be clear, so you can easily add them to find out the expected total cost.

Be wary about buying add-ons as part of the deal. Some sellers put a considerable mark up on services such as tinting and rust proofing and you might find you'll get them cheaper elsewhere.

### The warranty

Study the warranty carefully as warranty periods and details vary between companies and manufacturers.

Get a full mechanical inspection by a qualified, independent operator to identify and correct any problems before the warranty expires. You will usually have to take the car back to an authorised dealer's workshop (not necessarily the selling dealer) for warranty repairs.

### Remember – no cooling-off period

There is no cooling-off period for new car purchases so make sure you are completely satisfied with the car and the terms and conditions before you sign the *Agreement for Sale* contract.

### Negotiating the deal

Ask the dealer to give you a firm price in writing for the model you want. Get prices from a number of dealers, even if you have to go to one that isn't close to where you live. Don't allow the salesperson to waste your time by making you wait while they continually 'consult' the manager. Invite the manager to join the negotiations. Note down the seller's promises so you are clear about what has been offered. Get any agreements or promises in writing and signed by the seller before you sign the contract.

If you are going to trade-in your car, ask for a firm price on your trade-in. If you've done your research, you'll know what a fair trade-in price is for your vehicle (see page 62 at back) and you'll be able to negotiate accordingly. Make sure the seller doesn't increase the price of the new car to cover an unrealistic price on your trade-in. Compare the changeover prices from different dealers to work out the best deal.

Negotiate to keep your trade-in until your new car is ready for delivery. For more information on car prices see *Useful publications and websites* on page 57.



Stick to your financial limit. If you can't get the price you're after, be prepared to walk away. It's not the car for you if you can't afford it. Remember, once a deposit is paid and the contract signed you are legally liable.

You may get a discount if you pay with cash but bank cheques are just as good. They don't cost the dealer anything and can be traced if there is a problem. You may also be able to negotiate a discount if the dealer is organising a loan for you. But you should investigate all of your options and check the total cost before agreeing to finance through the dealer. See *Shop around for a loan if you need one* on page 3.

### **Paying a deposit**

Deposits are often requested by sellers as proof of your intention to buy. Only pay the minimum deposit the seller will accept to reserve the car. But remember, if you pay a deposit and the firm goes out of business you could get little or no money back.

Make sure you get a receipt for your deposit, which provides the company's name and address and car details such as registration, the Vehicle Identification Number and a kilometre reading.

Before you hand over your cash, check if your deposit is refundable and if so, under what circumstances. If you do pay a deposit and then cancel the order, the business could claim they are entitled to keep the deposit, so it's best to check first.



### **Conducting a pre-delivery check**

Most new car dealers will check the car before delivery, but you should also do your own inspection. Check:

- there are no dents or chips in the paintwork;
- there are no cuts or scratches on the interior trim;
- any accessories or extras you ordered have been included; and
- the year the car was actually built on the 'build date' plate (under the bonnet), especially if the car is bought at 'run out' deals. If in doubt, ask the dealer or a mechanic as the car's true age may affect its resale value.



## Buying a used car

### Quick tips

- Buy from a licensed motor dealer
- Take advantage of the one business day cooling-off period
- Read and understand the statutory warranty
- Check other warranties
- Read and understand the Agreement for Sale contract
- Get a REVS, WOVR, or other vehicle history check on private sales
- Conduct a thorough pre-purchase check
- Get an independent professional inspection
- Negotiate price
- Pay a deposit

### Buying from a licensed motor dealer

Buying from a licensed motor dealer can be more expensive than a private sale, but it is the safest way to buy a used car. All motor dealers selling used cars in Queensland must be licensed by the Office of Fair Trading. Their licence must be clearly displayed at their place of business. If you have any doubts, you can check licensing details on a public register through the Office of Fair Trading and order copies of it for a fee.

If your vehicle is fitted with LPG or gas appliances, you are required to obtain a certificate from an authorised Queensland gas examiner or installer. This certificate should cover the same period as the car's safety certificate.

If the licensed dealer is a member of an industry body, such as MTA-Q, they also adhere to a voluntary code of practice. This means you can expect a higher quality of service and may be able to get help from the industry body if things go wrong.

In Queensland, consumers who buy used cars from licensed dealer are offered increased protection under the *Property Agents and Motor Dealers (PAMD) Act 2000*. Under the Act consumers are entitled to:

- a one business day cooling-off period (see page 16 for more information);
- a statutory warranty in certain circumstances (see page 16 for more information); and
- a guarantee of clear title which will protect your car from being repossessed if the previous owner still owes money on the car, or if it turns out to be stolen.

The Act also provides a Code of Conduct for licensed motor dealers. It's important to note that a car on consignment for a private seller DOES NOT have a statutory warranty or cooling-off period. The advertisement or display should tell you if the car is on consignment but ask the dealer if you're unsure.

The PAMD Claim Fund provides additional protection to people who've bought from licensed dealers. But if you buy from an illegal backyard dealer and later discover it was stolen or has money owing to a finance company, you cannot make a claim against the Fund.



## Take advantage of the one business day cooling-off period

In most situations, when you buy a used car from a licensed dealer you get a one business day cooling-off period. The cooling-off period must be detailed in a *notice* from the dealer on an approved form (see page 20).

During the cooling-off period you have the right to take the car for a test drive and get an independent mechanical inspection. If you take the car away for any other reason, the cooling-off period does not apply.

Don't be persuaded or forced to take possession of the car because legally, once you do, the motor dealer can make you comply with the contract, buy the car and then you'll lose your cooling-off rights.

If you don't want to buy the car for any reason you must put this in writing to the motor dealer before the cooling-off period ends. If you change your mind, the dealer is entitled to retain up to \$100 of the deposit you paid but, that's better than being stuck with a car you don't want or can't afford. During the cooling-off period the motor dealer can give a purchase option to another potential buyer in case you decide not to buy the car.

As mentioned earlier, there is NO cooling-off period if you buy a car at auction or a car is sold on consignment for a private seller.

## Read and understand your statutory warranty

Your statutory warranty guarantees the warrantor will repair, free of charge, certain defects that are discovered post-purchase – provided you didn't cause them. Even if you are offered other warranties, you are still entitled to the statutory warranty at no extra cost. The statutory warranty must be detailed in a *notice* from the dealer on an approved form (see page 20). It is only valid for a specified period and there are some conditions.

If a dealer does not honour the statutory warranty, Fair Trading can attempt to mediate a resolution, but not force the dealer to make repairs (see page 57).

You are NOT entitled to a warranty on defects relating to:

- tyres;
- lights;
- installed radio, tape and CD players;
- the paintwork or upholstery (that were obvious at the time of sale);
- the air conditioning unit in vehicles greater than 10 years old *or* with an odometer reading of more than 160,000km.
- the battery;
- radiator hoses;
- air bags;
- problems caused by your misuse or neglect such as allowing the engine to run out of oil or water; or

You will not receive a statutory warranty from a motor dealer or auctioneer if you are buying a motorbike, caravan, commercial vehicle, a vehicle sold for wrecking, or a used vehicle being sold on consignment for a private seller.

There are two types of statutory warranties:

- a three-month or 5,000km warranty (whichever comes first), which applies to used cars with an odometer reading under 160,000km *and* manufactured less than 10 years before the sale date; and
- a one-month or 1,000km warranty (whichever comes first), which applies to used cars with an odometer reading above 160,000km *or* manufactured more than 10 years before the sale date.

You must report any defects in writing to the motor dealer during the warranty period and return the vehicle to the dealership or to a place nominated by the dealer for repairs. As the buyer, you are obligated to approach the dealer first to fix a problem and not go to your own repairer and send the dealer a bill unless a prior arrangement to do so has been made. The motor dealer must respond to your letter within five business days of receipt, provided you have returned the vehicle. If you receive no response, you can assume the dealer has accepted responsibility to repair the car under the statutory warranty.

Under the Code of Conduct, licensed dealers must establish a complaint handling process. Try to resolve complaints with the dealer through their complaint process in the first instance. Phone or write to the dealer and explain the problem as soon as you can. If you can't resolve the complaint directly with the motor dealer, contact the Office of Fair Trading, RACQ or MTA-Q to discuss your options.

As a last course of action, you can apply to the Small Claims Tribunal for a decision if the amount in question is less than \$7500. For more information on the Small Claims Tribunal see *Getting help and more information* (page 58).

Have a full mechanical inspection done by an independent and qualified operator before the warranty expires, so any problems can be identified and corrected within the warranty period.

### Guarantee of clear title

When you buy a car from a licensed dealer they are obliged to provide you with a written *notice* (PAMD Form 36) of clear title. This can protect you if money is found owing on the car. The Property and Motor Dealers' Claim Fund can protect you against financial loss.

### Check other warranties

Other used car warranties protect your car against certain mechanical problems for periods longer than the statutory or factory warranties. They usually exclude problems such as existing defects or wear and tear, which are among the most common warranty problems encountered in used cars.

Many warranties have strict conditions, particularly in relation to servicing. Some require the car to be serviced at specific intervals (often more frequently than recommended by the car manufacturer) and/or by a nominated repairer.

Check the conditions and exclusions before signing, including claim limits and components covered by the warranty. This will help you decide if the policy is likely to offer you value for money.



### REVS and WOVR checks

Dealers are also able to check the Register of Encumbered Vehicles (REVS) register (see page 28 for more details) to determine in certain circumstances whether a particular vehicle has been recorded as having been written off by an insurer because it was uneconomical to repair due to damage caused by water.

Dealers are also able to check directly with Queensland Transport through information brokers or alternatively through the Office of Fair Trading whether the vehicle appears on the Written Off Vehicle Register (WOVR).

Such a search will indicate whether the vehicle is a repairable write-off and has passed a written off vehicle inspection under the *Transport Operations (Road Use Management Vehicle Registration) Regulation 1999* before it can be registered, or if the vehicle is a statutory write-off and cannot be registered.

Once a vehicle has passed a written off vehicle inspection, it no longer appears on the WOVR. Other vehicle information may be available from Queensland Transport. Visit [www.transport.qld.gov.au](http://www.transport.qld.gov.au) for more information.

Under the *Property Agents and Motor Dealers Act (PAMDA) 2000* a motor dealer is required to tell a buyer prior to buying a vehicle that the

vehicle is water damaged. The motor dealer must also ask the buyer to sign an acknowledgement that identifies the used motor vehicle as a water damaged vehicle. The motor dealer must –

- (a) give the original acknowledgement to the buyer;
- (b) keep a copy of the acknowledgement; and
- (c) make a copy available for immediate inspection by an inspector who asks to see it.

If the used motor vehicle is an unregistered written off vehicle, the motor dealer must tell the buyer that the vehicle is a written off vehicle and state –

- (a) if the vehicle is a repairable write-off, in which case it must pass a written off vehicle inspection before it can be registered; or
- (b) if the vehicle is a statutory write-off, in which case the vehicle cannot be registered.

The motor dealer must also ask the buyer to sign an acknowledgement that –

- (a) identifies the used motor vehicle as a written off vehicle;
- (b) states whether the vehicle is a repairable write-off or a statutory write-off;
- (c) give the original acknowledgement to the buyer;
- (d) keep a copy of the acknowledgement; and
- (e) make a copy available for immediate inspection by an inspector who asks to see it.

### **Check the Contract of Sale of a Used Motor Vehicle**

You will need to sign a contract if you buy a used car from a licensed dealer. A *Contract of Sale* or contract is a legally binding document, so make sure you seek legal advice before you sign if there is something you don't understand.

Never sign an incomplete agreement. Ensure all details are included and get both parties to go through the document before signing or initialling any blank spaces or alterations. Always keep a copy of everything you sign.

Before you sign the Contract of Sale, make sure you receive and read the following information:

- a *notice* (PAMD Form 38) giving details about the used car, the cooling-off period (if applicable) and the non-refundable deposit. The cooling-off period notice should state:
  - the day and time the cooling-off period starts and ends;
  - how to get out of the contract during the cooling-off period;
  - how much of the deposit is not refundable (maximum \$100); and
  - that the dealer will return any trade-in and deposit, less the non-refundable amount, if you decide not to buy the car.
- a *notice* (PAMD Form 37) about the statutory warranty period;
- a *notice* (PAMD Form 36) of guarantee of title which also gives the odometer reading;
- a REVS Certificate stating clear title (meaning there is not money owing on the vehicle) and disclosing any water damage in certain circumstances (see page 28 for more information on REVS);
- a *notice* giving particulars about the previous owner, which in most cases will be the dealer;
- a current Safety Certificate – check that it relates to the car you are buying;
- a copy of the acknowledgement signed by you (if applicable) to confirm that you have been notified that the vehicle is water damaged; and
- further vehicle history information from Queensland Transport.

Note: Buyers must sign an acknowledgement that the first four documents listed above have been received.

As stated above, dealers are able to check the REVS register and WOCR to determine in certain circumstances whether a vehicle has been recorded as having been written off by an insurer



due to damage caused by water. These searches will indicate whether the vehicle is a repairable write-off and must pass a written off vehicle inspection before it can be registered or if the vehicle is a statutory write-off and cannot be registered.

Note: Once a vehicle has passed a written off vehicle inspection, it will no longer appear on the WOVV.

When you sign the contract, pay the minimum deposit acceptable to the dealer and get a receipt. The deposit should be deducted from the total price of the car. But if you cancel the contract during the cooling-off period, the trader may be entitled to retain up to \$100 of the deposit.

Keep all paperwork safe. You may need to refer to it if you experience problems down the track.

If your purchase is dependent on obtaining finance or a satisfactory independent mechanical inspection, include the following clauses in the contract, where appropriate:

- This sale is subject to the purchaser obtaining sufficient finance from (insert the name of your credit provider) to complete this purchase; and/or
- This sale is subject to the purchaser obtaining, and being satisfied with, an independent mechanical inspection of the vehicle.

Never sign anything that simply says 'subject to finance being arranged' or you may be pressured into accepting the dealer's finance.

If the dealer promises to fix faults identified by the mechanical inspection, get this in writing and check the repairs before accepting the car.

You may need to enlist your mechanic's help to ensure the faults have been fixed, or an RACQ vehicle inspector can do a follow-up check for a reasonable fee.

For more information about inspecting the vehicle, Safety Certificates and getting independent inspections, see Pre-purchase checks on page 31.

## Buying at auction

Buying a car at auction may be cheaper but it can also present more risks. Potential risks include:

- no statutory warranty. Not all cars sold at auction are covered by a statutory warranty. Check general warnings or notices on individual cars for warranty details;
- no cooling-off period; and
- no opportunity to test drive the car before you buy.

Buying at an auction is best suited to people who know about cars. You should go along to an auction as a spectator first to get a feel for how it works. Remember, once the hammer falls you can't back out so study the conditions of sale before bidding. Do your research. Check the market value of the car you'd like, set a realistic price and stick to it.

You should thoroughly inspect the car and start the engine before the auction begins. Take an experienced mechanic with you if you can. Keep in mind that the car may have defects that cannot be detected during the inspection and could be costly to repair. Weigh this risk against the likelihood of paying a lower price. If the car has sustained any water damage that is declared on the Register of Encumbered Vehicles (REVS), the auctioneer must announce this immediately before the car is taken.

Under the *Property Agents and Motor Dealers Act 2000*, an auctioneer must announce immediately before the auction of a vehicle that is an

unregistered written off motor vehicle, that the vehicle is a written off vehicle and state –

- (a) if the vehicle is a repairable write-off which must pass a written off vehicle inspection under the *Transport Operations (Road Use Management) Act 1995* before it can be registered; or
- (b) if the vehicle is a statutory write-off which means the vehicle cannot be registered.

Expect to make a down payment at the fall of the hammer. Cash or bank cheques are the most common forms of payment at auction, although EFTPOS is becoming more widely available.

The auctioneer or dealer on whose behalf the car is sold must provide you with:

- a *notice* which guarantees clear title;
- a REVS Certificate within 48 hours of the sale – you will be asked to sign an acknowledgement that you have received these notices; and
- a Safety Certificate, unless clearly identified as an unregistered vehicle.

## Buying from a wholesaler

Motor dealer wholesalers should be licensed, but buying from one does not guarantee you will pay the wholesale price. In fact, you may still pay the normal retail price.

It is important to carry out the pre-purchase checks (see page 36 for a pre-purchase checklist) before you decide to buy. You should also have the car inspected by an independent, qualified mechanic before you sign a contract to ensure any major components of the car not covered by a Safety Certificate are in good working order.

Remember, your rights and obligations when buying from a wholesaler are the same as when buying from a licensed motor dealer.

## Buying through a broker

Brokers are required by law to be licensed. Ask to see a copy of their licence before you begin negotiations to ensure you will have protection under the *Property Agents and Motor Dealers Act 2000*.

Brokers may be able to help you find a specific make and model of car. They usually source cars through licensed motor dealers and charge a commission fee on the sale. If it's not charged upfront, the dealer may build the fee into the sale price. Make sure you are aware of the cost in advance.

If a broker sources the vehicle from a licensed dealer, the dealer will guarantee clear title and provide the statutory warranty. However, shop around for finance and insurance to ensure what the broker may offer is the best deal available, and obtain your own independent mechanical inspection.

Remember, the purchase contract is with the dealer so any complaints relating to the statutory warranty or the performance of the car must be directed to them, not the broker.

## Buying online

There are an increasing number of Internet sites that now advertise and sell cars. This may remove the hassle of trudging around car yards, but it's still important to undertake all the necessary checks before you buy.

Motor dealers that advertise online should be licensed to sell cars. This means you are entitled



to the same protections as when you buy a car in person from a licensed dealer (see page 31 for information on buying from a licensed dealer).

If you buy a used car online from a private seller you have no rights or recourse if things go wrong (see page 26 for information on buying privately).

Make sure you inspect the car in person, get an independent mechanical inspection and carry out the pre-purchase checks before you exchange any money (see page 31 for a pre-purchase checklist). If a picture of the car is shown, check it matches the car for sale. Some sellers may use representative pictures.

Find out as much as you can about the seller and read the small print. Doing some research might save you a lot of heartache in the long run. If you decide to buy a car, print and keep the seller's details as well as any terms and conditions, quotes and completed order forms.

Be wary if you are asked to send cash before receiving the car. If you plan to pay a deposit or the full amount by credit card, ensure the payment site is secure first. Look for a key or locked padlock icon at the bottom of your web browser and ensure the site address starts with <https://> not <http://>.

Always get written confirmation of your order by post, fax or email. As a minimum, your confirmation should give you an order number, the main vehicle specifications (registration number, Vehicle Identification Number "VIN", number of kilometres), the agreed price and the expected delivery date.

## Buying privately

It may be cheaper to buy privately but you have limited protection under the law. When you buy privately:

- there is no statutory cooling-off period;
- there is no statutory warranty;
- it is your responsibility to conduct Register of

Encumbered Vehicles (REVS) and Written-Off Vehicle Register (WOVR) checks; and

- you have no recourse to the Small Claims Tribunal or the PAMD Claim Fund if any issues arise.

A private purchase is often made through a verbal contract, rather than a formal written contract.

Before you buy, make sure:

- the person selling the car is the owner – check the name on the seller's driver's licence matches the name on the registration certificate (a registration certificate alone does not provide proof of ownership);
- the registered owner's name, the registration number plate, the Vehicle Identification Number (VIN), the engine number and any other details correspond exactly with the information on the Registration Certificate;
- the car (if registered) has a current Safety Certificate that is valid for two months or 2,000km – never offer to get it yourself because it's the seller's responsibility to provide the certificate *before* they offer the car for sale;
- you obtain a REVS Certificate and a WOVR Certificate from the Office of Fair Trading *before* you buy the car (phone 13 13 04) – you'll have to pay a small fee and will need to supply the VIN, registration number and engine number. See page 28 for further details about checks for vehicles registered in Tasmania and Western Australia;
- the car isn't listed as stolen with the police;
- the car is mechanically sound – ask to see servicing records, complete a pre-purchase check and have an independent, qualified inspection; and
- the car drives satisfactorily – take it for a test drive.

## REVS and WOVR checks

Only a REVS and WOVR check can tell you whether a used car still has money owing on it, has been wrecked or is unregistrable.

### REVS

The REVS database contains valuable information about a car's financial status (security interest) in Queensland. For a small fee, a REVS certificate can confirm if the car you want to buy has any finance outstanding (clear title). The REVS database also includes information about security interests registered in New South Wales, Victoria, South Australia, Australian Capital Territory and the Northern Territory.

REVS Queensland is able to provide information about security interest data for Western Australia but this is not recognised under Queensland motor vehicle security interest law. Also, Western Australia data held on the Queensland system may be up to 24 hours out of date. Tasmania is not a recognised State and its security interest data is not held on the national REVS/VSR system. You should contact Western Australia and Tasmania direct and conduct a separate search (see page 58).

If you buy a used car that is still under finance, the finance company can repossess it. A REVS certificate gives you legal protection against repossession and provides written notification of whether the car is listed as a stolen vehicle with the Queensland Police Service.



Enquiries should also be made with your local police station to establish whether it is listed with them as a stolen vehicle.

### WOVR

The Written-off Vehicle Register (WOVR) is a database of cars that have been classified as written-off. WOVR operates nationally so most states and territories have their own register. For a small fee you can check the register and receive a WOVR certificate confirming whether the car you want to buy is recorded as a write-off and if so, whether it is a statutory or repairable write-off. You can do a WOVR check when you do a REVS check.

If a car has been classified as a repairable write-off, it can only be re-registered if it is repaired and passes a written-off vehicle inspection. This is different to a mechanical inspection. The car will need to pass a safety inspection and receive a Safety Certificate before you can get a written-off vehicle inspection (see page 36 for more information on Safety Certificates).

If your car has been classified as a statutory write-off, it can never be re-registered. Statutory write-offs are deemed unsafe and too badly damaged to repair and are only suitable for scrap metal and spare parts.

For more information on the WOVR and other vehicle history details, visit [www.transport.qld.gov.au](http://www.transport.qld.gov.au)



## Water Damage

As from June 2001, insurers were required to record details of water-damaged cars that were uneconomical to repair and had been written-off. Details of these vehicles remain on the REVS database and may appear on your REVS certificate.

Since late 2002, insurers have been required to provide details of water-damaged vehicles for inclusion on the WOVV database. However, an independent inspection is strongly recommended prior to purchase to rule out signs of water damage that may lead to long-term problems such as rust and electrical faults.

## Has the car been repaired or tampered with?

After you have completed a REVS, WOVV and stolen vehicle check, you should examine the car for crash damage or repair work and odometer accuracy.

To identify if the car has been involved in a crash, look for signs of damage or repair marks on all body panels and paintwork. Cars that have been in a crash and repaired unprofessionally or illegally may be unsafe.

The occurrence of odometer tampering has been on the increase in Queensland so it's important to ensure the kilometre reading on the car is accurate. The kilometre reading forms part of the description of the car and should appear on the seller's invoice at the time of sale.

If the odometer reading is low but there appears to be a high level of wear and tear on the car, it may have been tampered with. Sellers sometimes protect themselves by issuing a disclaimer saying the kilometre reading is wrong. To be valid, such a disclaimer must be at least as noticeable as the kilometre reading and must be brought to your attention at the time of sale.

If you suspect the car's odometer has been tampered with don't buy it. Report your suspicions to the Office of Fair Trading for investigation.

## Pre-purchase checks

It pays to do one final inspection of the car before you complete the purchase of a car. It is recommended you use the checklists provided in this booklet as your pre-purchase inspection guide.

## Inspect the car

If you undertake an inspection of a car, you should keep a record of the following information:

- date of inspection;
- seller's name;
- vehicle make, model and registration number;
- engine number, located on the engine block – make sure it matches the one on the registration papers;
- chassis/Vehicle Identification Number, usually located on the firewall – make sure it matches the one on the registration papers;
- build date on the compliance plate, usually located on the bulkhead between the engine and passenger compartment – don't buy the car if there are any signs that the plate has been tampered with;
- a validated service history – make sure the odometer reading on the records and receipts correspond with the odometer reading on the car. This is often the first sign the odometer has been tampered with; and
- odometer reading.



If you suspect the odometer has been tampered with, seek an independent vehicle inspection and lodge a complaint with the Office of Fair Trading (see page 57).

You can do a number of basic checks to determine the car's condition before you buy. As a start, avoid looking at cars just after it has rained as this can temporarily quieten some squeaks and rattles. And always buy during the day so you can conduct a thorough inspection.

### From the outside

Things to check on the outside of the car include:

- bodywork – bumps, ripples, mismatched colours and misaligned body panels may have been caused by a crash;
- rust – check the doors, doorsills, body, boot, and under the car and floor mats for signs of rust. Cars with lots of rust can be expensive to repair and should be avoided. Badly rusted areas are often poorly repaired using plastic body fillers. Use a magnet to check for metal under the paint and look for brown stains or bubbles under the paintwork;
- suspension – when you push down one corner of the car, it should bounce once and settle in a balanced position. If there is continued bouncing this may indicate problems with the shock absorbers. Listen for unusual noises and loud thumps when driving over bumps or on rough roads. This is usually a sign that the suspension is worn;
- tyres – there must be at least 1.5mm tread on all tyres fitted to the vehicle. Look for splits, cuts, bulges and uneven tread wear, and check the tyres are the right size for the car. The owner's handbook or the tyre placard, usually located in the glovebox or near the driver's side door, will tell you the right size; and
- doors – check all doors fit properly, open and close smoothly and do not sag or drop when opened. Make sure the windows wind up and down easily and the locks work properly.

### Inside the car

Things to check on the inside of the car include:

- seats – all seats must be bolted down securely. Press along the seat surface to detect sagging or broken springs, and look under seat covers for tears in the upholstery;
- kilometres travelled – don't rely on a low odometer reading to guarantee the car's condition. Badly worn pedal pads and floor mats can be an indication the car has travelled further than the distance shown;
- seat belts – sharply tug the belts to make sure they lock. Pull them all the way out to check for dirt, cuts, fraying or other damage;
- instruments and gauges – make sure all instruments and gauges work including the warning lights and the odometer;
- lights – check interior and exterior lights switch on and off and if the car has retractable headlights, make sure they pop up;
- windscreen wipers – check they operate at each speed;
- steering – there should be little or no free play in the steering;
- stereo/radio – check the radio controls and the speakers work. If the radio needs a security code, make sure you ask for it; and
- air conditioning – air from the air conditioning vents should feel cold. Check the fan works on all speeds.



## Under the bonnet

Things to check under the bonnet include:

- radiator – remove the radiator cap only when the engine is cold for your safety, and check the coolant. Low water levels, rusty water or leaks can be an indication of inadequate servicing or a faulty cooling system. Cooling system faults will need immediate attention to avoid engine overheating;
- hoses – carefully inspect the hoses. Very hard or spongy hoses may need to be replaced to avoid serious engine damage; and
- oil – the oil should be up to the full mark on the dipstick and not too dark in colour. If the oil is low, dirty, milky or smells burnt there may be serious engine problems. Stand the car on a clear surface after the test drive to check for leaks. Look for drips or wetness underneath or around the engine.

## Start the engine

When you start the car, check the:

- engine – the car should start easily. Let the car warm up then ask a friend to rev the engine several times while you look at the exhaust pipe. If there is any smoke, note the colour. If the smoke is bright blue, black or white, the car could have engine problems. Rattling, heavy knocking or excessive exhaust smoke will need further investigation by a mechanic; and
- exhaust – excessive noise from the exhaust may be caused by a faulty system, which will need to be repaired.

## Go for a test drive

Before you take the car for a test drive, check the insurance cover and your liability, and try to identify any existing damage with the seller. If the car's not insured and you're involved in a crash, you will be responsible for the costs. You are also liable for any traffic offences incurred when you're behind the wheel.

Take someone on the test drive with you for security. Someone with mechanical knowledge would be best because they can also help you identify defects or any unusual noises. Rattles, knocking or grinding sounds could be symptoms of serious problems so you may need a professional opinion.

During the test drive, check the:

- heater and the air conditioner - try to drive the car during the hottest part of the day to see how well the air conditioning performs under pressure. If you hear grinding noises when the air conditioner operates, the bearings in the compressor may be worn and should be checked;
- audio system;
- car's handling in different driving conditions and at a range of speeds;
- car's handling on a straight, smooth road – if the car pulls to either side, there may be a steering or suspension problem;
- brakes – the brake pedal should feel solid when you apply the brakes and the car should pull up in a straight line; and
- clutch and transmission – the transmission in both manual and automatic cars should shift smoothly. Manual cars shouldn't 'crunch' when shifting gears and the clutch shouldn't shudder or slip. Automatic transmission oil should be cherry pink. Dark, dirty looking or burnt smelling oil is an indication of major problems or lack of service.



## Ask to see a current Safety Certificate

All sellers (private and licensed motor dealers) must display a current Safety Certificate on registered vehicles offered for sale. It is not your responsibility as a buyer to obtain one. A Safety Certificate should have been issued less than two months *or* 2,000km prior to a private sale, whichever comes first. If you buy a car from a motor dealer, the Safety Certificate must be issued less than three months *or* 1,000km prior to sale, whichever comes first.

A Safety Certificate covers basic safety items such as tyres, brakes, steering, suspension, windscreen, lights and serious body rust or damage. Don't rely on the Safety Certificate to reveal other defects that may influence your purchasing decision. A car may be considered safe to drive but could have problems or faults that will need to be repaired down the track. Protect yourself by obtaining an independent, qualified mechanical inspection.

Visit [www.transport.qld.gov.au](http://www.transport.qld.gov.au) for more information on Safety Certificates.

## Get an independent inspection

A pre-purchase inspection by an independent and qualified mechanic is highly recommended and will give you an unbiased report on the car's real condition and avoid problems or complaints later on.

An independent inspection will tell you:

- what defects are evident at the time of inspection; and
- how serious the defects are.

An inspection should also include a check for water damage.

The mechanic should be able to advise what repairs are needed and provide an estimate how much they will cost. Read the inspection report carefully and take the cost of repairs into consideration when negotiating the deal. If you have any questions, discuss the report with the mechanic.

RACQ or a trusted mechanic can undertake an independent inspection. Make sure your deposit is refundable if the inspection report isn't satisfactory. Remember, if the sale is dependent upon a satisfactory mechanical inspection you must add relevant clauses to the *Contract of Sale* (see page 20).

If the seller will not allow you to get the car inspected, don't buy it.

## Negotiating the price

Most used car prices are negotiable. To ensure you get the best deal on a car, make sure you:

- research the market to determine a fair price for the year, model and condition of the car;
- negotiate repairs as part of the deal;
- get any offers or promises in writing before you sign a contract; and
- set your financial limit and stick to it.

Don't allow the salesperson to waste your time by making you wait while they continually 'consult' the manager. Invite the manager to join the negotiations. Note down the seller's promises so you are clear about what has been offered.

If you are going to trade-in your car, ask for a firm price on your trade-in. If you've done your research, you'll know what a fair trade-in price is for your vehicle (see page 61 at back) and will be able to negotiate accordingly. Make sure the seller doesn't increase the price of the new car to cover an unrealistic price on your trade-in. Compare the changeover prices from different dealers to work out the best deal. Negotiate to keep your trade-in until your new car is ready for delivery. For more information on car prices see



*Useful publications and websites* on page 57.

If, in the end, you can't get the price you want, be prepared to walk away. It's not the car for you if you can't afford it.

### **Paying a deposit**

Deposits are often requested by sellers as proof of your intention to buy. Only pay the minimum deposit the seller will accept to reserve the car. But remember, if you pay a deposit and the firm goes out of business you could get little or no money back.

Make sure you get a receipt for your deposit, which provides the company's name and address and car details such as registration, the Vehicle Identification Number and a kilometre reading.

Before you hand over your cash, check if your deposit is refundable and if so, under what circumstances. A deposit is evidence of a legal contract being formed so don't put down any money until you are certain the car is right for you. If you do pay a deposit and then cancel the order, the business could claim they are entitled to keep the deposit, so it's best to check first.



If you pull out of the deal during the cooling-off period, you may still lose part of your deposit (see page 16 for more information).

### **Taking delivery of the car**

Before you take delivery of the car, ensure you have all relevant documentation including:

- Safety Certificate;
- *notice* of guarantee of title;
- REVS Certificate;
- copy of the contract or *Contract of Sale*;
- receipt of payment;
- statutory warranty information;
- transfer documents (including name and contact of seller);
- car servicing records;
- cover note for insurance; and
- any further vehicle history information available from Queensland Transport.

You should also do a final visual or get another independent mechanical inspection to confirm promised repairs have been carried out.

Note: If the vehicle you are purchasing appears on WOVOR, the dealer must provide you with an acknowledgement that identifies the use of the motor vehicle as being written off.

# Bought a car with problems?

## Quick tips

- Contact Queensland Transport with Safety Certificate problems
- Check the statutory warranty
- Contact the dealer or broker
- Make your complaint in writing
- No luck? Contact the Office of Fair Trading, RACQ or MTA-Q
- Seek legal advice

## Your options

If you experience problems with a car purchased through private sale, you have little recourse – except where there is evidence of odometer tampering or where a seller has acted as a dealer without a licence. Cases of odometer tampering or unlicensed dealing should be reported to the Office of Fair Trading. Seek legal advice on your options for all other problems.

### Suspect Safety Certificates

Queensland Transport (QT) oversees the Safety Certificate system. A blue Safety Certificate can only be issued by an Authorised Inspection Station. If you believe the car you purchased has a suspect Safety Certificate you should act quickly. The longer



you drive the car the less likely it is that QT can help. Call 13 23 80 for your nearest Transport Inspection Centre or Transport Inspector.

### Check the statutory warranty

If you've purchased a used car from a dealer you should have received a statutory warranty *notice* at the time of sale. If the car needs repairs within the period covered by the statutory warranty follow the procedure outlined on the *notice*. If you are not satisfied with the outcome, you may need to take legal action to resolve the matter. The Small Claims Tribunal handles disputes up to \$7500. The Office of Fair Trading can provide advice on how to make a claim.

### Contact the dealer or broker

Licensed motor dealers and brokers are required to adhere to a mandatory Code of Conduct. The Code of Conduct provides dealers and brokers with a benchmark for conducting business in Queensland. Among other things, it requires dealers to establish their own complaint handling process. Before you make a complaint with the relevant authority, try to resolve the matter through the dealer's complaint process. Record details of your dealings during this process, particularly names of people you spoke with, relevant dates and advice received.

### Write a letter

Follow up your complaint with a letter to the dealer. The letter should provide the details of your complaint and set a reasonable deadline for action. Keep copies of all correspondence.

## Resolving complaints

### Contact the Office of Fair Trading

If you are not satisfied with the outcome of your complaint, the Office of Fair Trading can determine if there has been a breach of legislation and attempt to resolve any matters involving dealers, brokers or unlicensed dealers.

If there is no clear evidence of illegal activity, the Office of Fair Trading will try to mediate a solution but cannot force the dealer to provide compensation. In serious cases, the Office of Fair Trading may take disciplinary charges against the licensed motor dealer or salesperson to the Commercial and Consumer Tribunal.

If you've lost money on a bad deal because of the actions of a motor dealer or their salespeople because they fail to comply with certain provisions of the *Property Agents and Motor Dealers (PAMD) Act 2000*, you may be able to claim compensation from the Claim Fund. The Office of Fair Trading processes all claims and determines minor claims of up to \$5,000. Claims exceeding this amount are referred to the Tribunal for determination. You must make sure you lodge your claim within one year of becoming aware of your loss and within three years of the date of the event that gives rise to your claim.

### Contact RACQ or MTA-Q

RACQ members can contact RACQ's technical or legal advisers for further advice. MTA-Q will also assist consumers involved in a dispute with dealers who are MTA-Q members.

### Seek legal advice

*The Small Claims Tribunal and other legal options – a consumer guide*, produced by Legal Aid Queensland, provides more information about your legal options.

## Looking after your car

### Quick tips

- Conduct regular checks
- Service your car regularly

## Regular maintenance and servicing

### Conduct regular checks

Once you've bought a car, you'll need to keep it in good condition if you want to maximise its reliability and safety and get top value when you sell it. A simple maintenance routine will go a long way to extending the trouble-free life of your car. Consider doing a car care course to find out how to properly care for your car (see *Getting help and more information* on page 57 for details).

### Daily maintenance

The following checks can be done daily to help keep your car in good condition:

- check all tyres appear to have even pressure;
- on start-up, check all gauges and warning lights are operating normally and monitor them while driving;
- note any abnormalities such as sluggish or difficult start-up or any unusual noises and have anything out of the ordinary checked by a mechanic; and
- check all exterior lights are working when you park the car in the garage at night. Close the garage door, turn the ignition and lights on and check their reflection against the walls. Avoid starting the engine in a closed garage.

## Weekly maintenance or preparation for a long trip

The following check should be done weekly or before you head off on a long road trip to avoid engine damage:

- check engine oil, coolant, automatic transmission, power steering, brake, clutch, battery and windscreen washer fluid – top up if necessary;
- look for signs of deterioration or changes under the bonnet that may need to be looked at by a mechanic – consult your car manual for guidance on what parts to check or ask at your next service; and
- check tyres and tyre pressure.

Get a copy of the RACQ's *Facts on Routine Maintenance* for further information and advice.

## Exterior maintenance

If possible, park your vehicle in a garage to minimise environmental damage. Regularly clean and polish the exterior and interior of your car to:

- enhance its appearance;
- keep paintwork from deteriorating;
- help prevent rust; and
- help preserve its value.

For more information, see RACQ's *Facts on Cleaning Your Car*.

## Tyre pressure

You should always check your tyre pressure when the tyres are cool. The recommended tyre pressure for normal driving can be found on the tyre placard usually in the glovebox or near the driver's door, or in the car manual.



Incorrect tyre pressure reduces the life of the tyre and affects fuel consumption and vehicle handling. Invest in a tyre pressure gauge and don't forget to check the spare tyre from time to time. Its pressure should be higher than those on the car to compensate for pressure loss over time. For more information, see RACQ's *Facts on Tyres for Passenger Cars*.

## Budgeting for repairs

### Service your car regularly

Regular servicing reduces long-term repair costs and helps identify potential problems before they cause serious and costly damage to your car.

Follow the manufacturer's service schedule to ensure your car receives adequate ongoing maintenance. Select a reputable service centre with the expertise and equipment to service your particular make of car.

As a car gets older, general wear and tear will begin to impact on the running of the car. You can count on spending more money on unscheduled repairs to maintain your car's reliability. When having your car serviced, ask your repairer to advise you of any repairs that may be imminent. This will allow you to factor future repair costs into your budget.



# Dealing with repairers

## Quick tips

- Find the right repairer
- Find out how much the repairs will cost
- Leaving your car for repairs
- After the repair
- Repairs not satisfactory? Talk to the repairer

## Find the right repairer

Many complaints are made about car repairers, so shop around before you make your choice. Take the time to find a reputable repairer. Repairers who are members of the RACQ Approved Repairers Scheme or a trade association such as the MTA-Q are required to abide by codes of conduct. In the event of a dispute with a member, these organisations will assist in resolving the matter.

Make sure the repairer is qualified to do the job and has access to the necessary equipment. Your general repairer may sometimes need to sub-contract part of the work to a specialist, but the responsibility for the sub-contracted repairs usually remains with the repairer originally contracted to do the work.

Maintaining a regular business relationship with one reliable repairer will build up a service history for your car and put them in a better position to advise you of upcoming repairs. You will also feel more comfortable asking questions.

## Calculating the cost of repairs

Get a service or repair quote before giving the go-ahead to the repairer. Disputes over the cost of repairs generally arise when people don't understand the difference between a quote and an estimate.

Estimates are often verbal, approximate and may change. Quotes are usually fixed and binding.



You should obtain a written quote before you have work done. Expensive repairs may overstretch your budget or exceed the value of an older vehicle and therefore need serious consideration. Get more than one quote if you think the quote you received is too high. The quote should outline the repairs and the costs, including parts and labour and any agreements or promises made by the repairer. You should also ask for the anticipated repair time to be included. Before you agree to the repairs, read the conditions of the quote carefully to ensure there are no hidden extras. Contact RACQ and MTA-Q if you need further advice.

If the repairer needs to diagnose faults or dismantle parts of the car to prepare the quote they are entitled to charge for their time. Ask if you'll be charged for the quote before leaving the car with the repairer.

It may be appropriate and cheaper to repair your car with second-hand parts. Your mechanic should inform you if a used part is a safe, reliable and cost effective option. Used parts warranties are unlikely to offer the same coverage as new parts warranties. Some used parts do not carry a warranty and may void your new or used car warranty if they are used. Do your homework first!

Never be pressured into having a repair carried out and ask the repairer to explain the fault clearly without using technical jargon. If you are unsure about the repairs or they sound too expensive, shop around for other quotes and advice.

## Leaving your car for repairs

### Clearly explain problems or faults

Be clear and specific when describing a problem to your repairer. Allow enough time to discuss the problem and if necessary take the car for a drive so you can point out the problem as it occurs.

Don't hold back on information that may be useful – the more the repairer knows about the fault, the more likely it will be fixed the first time. Try to avoid self-diagnosis and let the expert find the fault. Remember, if you have asked for a specific repair rather than a diagnosis and it doesn't fix the fault, you cannot hold the repairer liable.

Intermittent faults are often difficult to find so write down the circumstances in which the fault or problem occurs. Your mechanic may need to keep your car overnight or longer to pinpoint a fault. Ask how long the diagnosis and repair will take, but make sure you allow the mechanic enough time to do the job properly.

If somebody else is taking your car to the repairer, make sure they know all the details. Remember, as your agent they bind you to the contract with the repairer but it will be your responsibility to pay.

If you want any old parts returned after the car is repaired, let the mechanic know. You are entitled to get the parts back and to see why the parts needed to be replaced.

### Check terms of payment

Before making a commitment to your repairer, check the terms of payment. If you are unable to pay and haven't come to any financial arrangement, the repairer has the legal right to keep your car until you can pay. In some cases, they can also charge a storage fee. This is called 'Possessory Lien'.

## Authorise the repairs you want

You should make sure the repairer clearly understands the repairs you have authorised and ask them to do this in writing. Make sure they understand and make a note to consult you before they undertake any other repairs. Sign the document and keep a copy.

It's easier for the repairer if you check the progress of the repairs regularly. But to avoid delays, leave your contact details so the repairer can contact you at all times.

Be realistic about your expectations and discuss them with the repairer. You can't expect an older vehicle to drive like new after it's been in for a repair or service.

### After the repair – get an itemised account

Before you pay for your car repairs, ask the repairer for an itemised account of the work done, labour charges, parts supplied and any warranties that apply. The odometer reading and date should also be noted on the invoice.

Get a receipt of payment and keep it with your car records.

It is important to keep a record of repairs and services carried out on your car. These may help to substantiate any warranty or repair disputes and will show it has been well maintained if you decide to sell the car.



## Check repair warranties

Check if there is a warranty on the parts used and/ or on the labour. Not all repairers offer warranties, but you still have the right to expect the repair to be carried out with due care and skill, and that parts supplied are fit for their purpose.

Temporary repairs or repairs using second-hand parts to save on cost may not be as reliable in the long-term or carry the repairer's warranty. The repairer may note this in an appropriate disclaimer and ask you to acknowledge this.

## Repair not satisfactory? Talk to the repairer

If you're unhappy with a repair, discuss your concerns in a clear and reasonable way with the repairer and give them the opportunity to rectify any faults.

Explain how and when the fault presented itself and why you are dissatisfied. Don't just take your car to another repairer to have the problem fixed and expect the original repairer to bear the cost. Always contact the initial repairer before proceeding with further repairs.

If you are unable to resolve the matter, submit your complaint to the repairer in writing. Keep a copy of your correspondence. This will ensure the repairer clearly understands the cause for complaint and will give you a written record of requests made to the repairer.

You may need a second opinion from an independent, suitably qualified person if a trader refuses to take responsibility for a problem. Contact the MTA-Q or RACQ for further advice.

Send a copy of the 'second opinion' to the original repairer with a 'last chance' letter. For more information or a copy of a sample letter of complaint, get a copy of the Office of Fair Trading's Making Complaints fact sheet or *The Small Claims Tribunal and other legal options*

– a consumer guide by Legal Aid.

It is important to keep good records of your correspondence with the repairer, just in case you need to take the matter further, such as to the Small Claims Tribunal.

For further advice or assistance, contact:

- MTA-Q for advice and assistance in resolving disputes with MTA-Q members;
- RACQ, if you're a member, for help resolving complaints and obtaining redress from repairers who are members of the RACQ Approved Repairers Scheme; and
- The Office of Fair Trading for help resolving disputes, particularly where there has been a breach of legislation.

If the repairs were carried out under insurance, contact your insurance company. Advise your insurance company if the repairer won't negotiate with you.

## Repairs under warranty

If you are having a repair carried out under a used car warranty, be sure to check the terms and conditions. Common terms and conditions found in used car warranties include a duty on the car owner to notify the warranty provider in writing of a defect, specific exclusions, use of nominated repairers and obtaining the warranty provider's authority to proceed prior to repair.

# Dealing with a crash

## Quick tips

- Is everyone OK?
- Exchange necessary details
- Remove vehicles from the road if necessary
- Arrange tow truck if necessary
- Assess your situation
- Never admit fault

## Is everyone OK?

If you're involved in a crash, the first thing to do is to check everyone is okay. Call the ambulance and police immediately and help the injured (if it's safe to do so). Check for other potential hazards and warn oncoming traffic of the crash.

## What next?

### Exchange necessary details

All drivers involved in a crash must exchange details. As a minimum, you should write down the:

- full name/s and address/s of the registered owner/s of the car/s; and
- full name/s and address/s of the driver/s of the car/s.

You should also try to obtain:

- the make, model, colour and registration number/s of the other car/s involved;
- the names and addresses of any witnesses; and
- confirmation of the time and location of the crash.

Be aware that admitting fault for a crash can void your insurance cover regardless of the situation.

If total property damage appears to exceed \$2,500 or if anyone is injured, the crash must be reported to the nearest police station as soon as possible.

## Remove cars from the road if necessary

If the crashed cars are not obstructing the flow of traffic they should not be moved until the police arrive. If they must be moved, make sure you agree on the point of impact and mark the roadway where possible beforehand.

If you believe the damage to your car has made it unsafe, do not drive it. Even if you can drive your car away from the scene of the crash, have it checked by a qualified mechanic immediately. There may be damage you can't see that affects its safety.



## Arrange a tow truck if necessary

You are not obliged to have your car towed by a tow truck that has arrived at the scene of the crash. Contact the Yellow Pages to arrange your own tow truck. RACQ members can arrange a tow truck through RACQ by phoning 13 11 11. If more than one tow truck arrives, make it clear which operator you are authorising to tow your vehicle and where you want your car towed.

Towing fees need to be negotiated with the tow truck operator before your car is towed. RACQ breakdown cover does not entitle members to free towing following a crash.

Your tow truck operator will ask you to sign a tow authority form. Make sure you read and agree with its terms and conditions before you sign. Clearly instruct the driver where to tow your car. Generally, your options are home, a repairer of your choice or the towing operator's depot. Remember to remove all valuables from the car before it's towed away.



### **Towing home**

This option gives time to check your insurance details and shop around for a repairer, without incurring expensive storage charges. You'll have to pay for the tow upfront, but if you have comprehensive car insurance you may be able to claim the cost back later. You may also incur additional charges if your car needs to be towed to your chosen repairer later.

### **Towing to a repairer of your choice**

This option leaves you little time to shop around for a suitable repairer and is only recommended if you have a regular repairer. Some insurance companies have strict rules about where repairs can be carried out and the number of quotes needed before you can proceed with repairs. You should check with your insurance company before arranging for your car to be towed to a particular repairer.

### **Towing to the towing operator's depot**

Storing your car at the towing operator's depot will give you some extra time to arrange repairs but it will probably cost you. Check the storage fee before having your car towed. Advise the towing operator not to seek quotes or carry out any work on your car without authorisation by you or your insurance company.

## **Assess your situation**

Take some time to weigh up your options carefully before deciding on a course of action. Your decision will depend on who was at fault in the crash and your insurance coverage.

Discuss with your insurance company and/or repairer and consider the costs of each course of action. If the vehicle has been written-off, get an independent valuation from a licensed valuer before accepting a pay out.

### **If you're insured...**

Contact your insurance company for advice. You may have to pay an excess amount before the insurer will handle the claim. If it's proven that you were not at fault, the insurer may refund this money.

If the claim is classified as a 'total write-off', your policy may be terminated and you may lose any premium you have paid in advance regardless of who was at fault (see page 6 for more insurance information and advice).

### **If you're uninsured and the crash was your fault...**

The other party will attempt to recover the costs of repairs to their car from you. You should seek legal advice.

### **If you're uninsured and the crash was not your fault...**

You will need to recover the costs of repairs from the negligent party. If they are insured but are not prepared to lodge a claim, you may need to take legal action to recover your costs.

For further information about dealing with a crash, along with information about road rules, see Queensland Transport's *Your keys to driving in Queensland* (available from Queensland Transport Customer Service Centres, many newsagents, and online at [www.transport.qld.gov.au](http://www.transport.qld.gov.au)) and the RACQ's *The Law, Motoring and You – What to do after an accident*.

These books should be used as a guide only. Consult a legal practitioner for comprehensive advice. RACQ members should consult the RACQ Legal Advisory service.



## Getting help and more information

### Quick tips

- Do a car care course
- Seek advice
- Get a copy of useful publications
- Visit useful websites

### Do a car care course

Acquiring some basic knowledge of how to look after your car and how it works is worthwhile. It will expose some of the jargon you may encounter when dealing with salespeople and repairers.

Car care courses are a good way to learn more about your car. Your local TAFE college, some community groups and the RACQ offer courses and many dealers invite purchasers of new cars to 'Getting to know your car' information sessions.

### Where to go for further advice

The following organisations can provide you with information and advice on a range of consumer matters.

#### Office of Fair Trading

Office of Fair Trading helps to resolve complaints between consumers and traders and produces a number of useful brochures and fact sheets on consumer rights, which are available in hard copy and on the Office of Fair Trading website. Claims made to the Claim Fund and the Commercial and Consumer Tribunal should be directed to the Office of Fair Trading.

Phone 13 13 04

Deaf/hearing impaired, phone (07) 3246 1588 TTY.

REVS and WOVN only, phone 13 13 04

Email: [BrisbaneOFT@dtftwid.qld.gov.au](mailto:BrisbaneOFT@dtftwid.qld.gov.au)

Website [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au) (for information or to lodge a complaint online)

Regional Fair Trading offices are located in Cairns, Mackay, Maroochydore, Rockhampton, Southport, Toowoomba, Townsville and Hervey Bay. Check the White Pages for address details.

### **Commercial and Consumer Tribunal**

The tribunal is a quasi-judicial body with jurisdiction to conduct disciplinary proceedings for some charges against licensed motor dealers or salespeople.

Some serious Fair Trading investigations may lead to disciplinary charges in the tribunal.

Phone (07) 3247 3333

Website [www.tribunals.qld.gov.au](http://www.tribunals.qld.gov.au)

### **REVS**

As well as information about Queensland security interest registrations, the REVS database includes information about security interests registered in New South Wales, Victoria, South Australia, Australian Capital Territory and the Northern Territory. If you are looking at buying a vehicle with Tasmanian or Western Australian number plates you should do an independent search on the contact numbers below.

**Queensland** Register of Encumbered Vehicles (REVS)

Phone (07) 3246 1599

You will need to provide the vehicle's registration number, engine number and Vehicle Identification Number (VIN).

**Western Australia** Register of Encumbered Vehicles (REVS)

Phone (08) 9282 0805

You will need to provide the vehicle's registration number, engine number and Vehicle Identification Number (VIN)

**Tasmania** Transport Department Motor Registry

Ph: (03) 6233 5201

You will need the vehicle's registration number.

### **RACQ**

The RACQ Legal and Technical Advisory departments provide a range of consumer protection and information services for members in relation to the purchase, repair and operation of motor vehicles. Purchasers can obtain The Car Buyer's Guide and are able to obtain a pre-purchase inspection from RACQ, plus advice on vehicle prices when considering buying a used vehicle.

Phone 13 19 05 (24hrs)

Website [www.racq.com.au](http://www.racq.com.au)

### **MTA-Q**

All Motor Trades Association Queensland (MTA-Q) members agree in writing to be bound by the association's Code of Ethics. If you feel that a member has treated you unfairly, or you would like advice on resolving a problem, the MTA-Q can provide assistance.

Phone the MTA-Q about a complaint or inquiry, or to find if a business you're dealing with is a MTA-Q member. The website contains information for consumers including frequently asked question, general motoring tips, searching for a member and finding a vehicle facility. It also provides links to a number of useful sites for car buyers.

Phone (07) 3237 8777

Email [enquiries@mtaq.com.au](mailto:enquiries@mtaq.com.au)

Website [www.mtaq.com.au](http://www.mtaq.com.au)

### **Queensland Transport**

Queensland Transport can provide you with registration and licensing information and vehicle history information. The website also gives useful information on Safety Certificates, vehicle requirements and the Code of Practice for Approved Inspection Stations.

Important note about evidence of identity:

When you register a car with Queensland Transport, you will need to provide evidence of your identity. If you are a new customer to Queensland Transport, you will need to provide at least one document that establishes the legal existence of your name (such as a birth certificate or passport) and two documents that establish the use of your identity in the community (such as a Medicare card or debit/credit card issued by a financial institution). Full details of acceptable identity documents are provided on the website.

Phone 13 23 80

Website [www.transport.qld.gov.au](http://www.transport.qld.gov.au)

### **Legal Aid Queensland**

The Consumer Protection Unit at Legal Aid Queensland provides free legal information and advice before and after buying a car and will advise or represent consumers involved in consumer protection disputes. If appropriate, the unit will represent you at the dispute hearing. This service is available to people who satisfy the Legal Aid Queensland 'means test' guidelines. The

unit also produces a number of useful brochures which can be viewed on their website and hard copies are available.

Phone 1300 65 11 88

Website [www.legalaid.qld.gov.au](http://www.legalaid.qld.gov.au)

## Small Claims Tribunal

The Small Claims Tribunal is a quick and low cost way to recover a small claim of up to \$7,500. All claims are heard by a referee who sits alone and lawyers are not permitted unless both sides agree.

You pay a court filing fee for lodgement which is calculated according to the value of your claim. Contact Legal Aid Queensland for more information.

## Useful publications and websites

To get copies of the following publications, see contact details above.

## Publications

### Office of Fair Trading

- Unhappy? Making Complaints
- How to Make a Claim on the Claim Fund
- Complaint form (online or printed version)
- How to be Consumerwise
- Good Credit Guide
- Interest free (including car loans) – Managing credit

### RACQ

- The Car Buyer's Guide
- The Road Ahead
- Legal Advisory Service
- What to Do After An Accident
- Vehicle Inspection Service
- Pre-holiday Vehicle Inspections
- Technical Services
- Facts on (a series of leaflets covering such things as vehicle running expenses, routine maintenance, improving fuel economy, airbags, engine repairs, seat belts, tyres, car cleaning and child restraints)
- The Law, Motoring and You

## Legal Aid

- The Small Claims Tribunal and other legal options – a consumer's guide
- Motor Vehicle Property Damage Self-Help Kit
- Changing the Loan when you can't keep up the repayments
- Contracts to buy cars (Do you have to go ahead with the contract?)

## Websites

Note: These sites are provided for information only and are not endorsed or in any way associated with the Office of Fair Trading or any of the partners involved in this publication.

[www.redbook.com.au](http://www.redbook.com.au) – provides information on new and used cars including trade-in prices, vehicle specifications and cars for sale. It also provides links to websites for individual vehicle manufacturers for information on vehicle prices and specifications.

[www.glassguide.com.au](http://www.glassguide.com.au) – contains information on new vehicle releases, automotive values and specification in the marketplace, independent pricing for new and used passenger, 4x4 and commercial vehicles

[www.women.nsw.gov.au](http://www.women.nsw.gov.au) – the NSW Department for women website. See the publication Automotive Tool Kit – an information guide for women.

[www.womanmotorist.com](http://www.womanmotorist.com) – an American site designed especially for women. It contains useful tips on such things as negotiating a price on a car and choosing the right model, and it also gives a glossary of technical terms.

[www.choice.com.au](http://www.choice.com.au) – offers car reviews and advice on such things as car security, recalls and buying a car

[www.drive.com.au](http://www.drive.com.au) – contains a range of information on new and used cars including specifications, reviews and prices, and will quote on the value of your current car

[www.aaa.asn.au](http://www.aaa.asn.au) – the Australian Automobile Association site with useful general motoring information including results from the Australian New Car Assessment Program (ANCAP)

[www.australiasbestcars.com.au](http://www.australiasbestcars.com.au) – features information about Australia's Best Cars consumer focussed vehicle testing and award program

[www.carpoint.ninemsn.com.au](http://www.carpoint.ninemsn.com.au) – provides reviews, a car buying guide and a useful glossary of common car-related terms and ‘dealer speak’

[www.autoweb.com.au](http://www.autoweb.com.au) – contains a range of information including reviews on new car tests, feature articles and the latest motoring news

[www.carsales.com.au](http://www.carsales.com.au) – offers motoring news and reviews, road tests and tips and advice

[www.fastlane.com.au](http://www.fastlane.com.au) – contains vehicle reviews, including off-road vehicles

## Acknowledgement

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## OFT Disclaimer

This publication provides a basic guide to Queensland’s *Property Agents and Motor Dealers (PAMD) Act 2000*. It is not a comprehensive statement of the Act or a complete manual for buying and maintaining a vehicle. This guide aims to provide consumers with a general understanding of their rights and responsibilities in the Queensland marketplace. In all cases where there is a variation between the wording in this guide and the wording in the Act, the wording in the Act applies. If you are unsure how the Act applies to your situation, please seek independent legal advice.

If a reasonable period of time has passed between the publication of this guide (August 2005) and now, you should contact the Office of Fair Trading after you’ve read this. This will ensure you have up-to-date information. Please note case studies contained in this guide are for illustration purposes only.

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Contact Fair Trading on 13 13 04  
or visit [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)



Wouldn't be without them



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**Queensland Government**

Department of **Tourism, Fair Trading and  
Wine Industry Development**  
Department of **Transport**