

## MOTOR VEHICLE SERVICE AND REPAIRS

**A motor vehicle (car, motorcycle, or similar) is a big investment for most people and a large responsibility. Owners should regularly maintain their vehicles to protect their investment and to keep them safe and roadworthy.**

### Warranties

If you experience problems with a vehicle purchased through a private sale, you have little recourse.

If you have a problem with a new vehicle that is still under warranty, refer to your warranty and talk to the dealer who sold you the vehicle if you believe that the problem is covered by the warranty.

If you have a defect in a second-hand vehicle that was purchased from a Licensed Motor Vehicle Dealer (LMVD) you may have received a statutory warranty at the time of the purchase.

If a defect in the vehicle (including a defect existing or potentially existing at the time of the sale) occurs before the vehicle has been driven 5000km after the sale, or within the expiry period of 3 months after the date on which you took possession of the vehicle, the dealer must repair the vehicle so as to place it in a reasonable condition for its age and distance travelled.

However, this statutory warranty does not apply to a motor vehicle that is more than 10 years old and has travelled more than 160,000km, or a motorcycle more than 5 years old and travelled more than 30,000km. It does not apply where the defect arises from misuse or negligence, or to commercial vehicles of particular types, or to vehicles sold under an unexpired manufacturer's warranty.

### Servicing

Whether new or second-hand, your vehicle should have come with a logbook or owner's handbook that sets out when the vehicle should be serviced and what maintenance needs to be done.

Once you have bought the vehicle, you will need to keep it in good condition, to maximise its reliability and safety. To avoid the possibility of breakdown or future expensive repairs, you should follow the maintenance schedule for that particular make and model.

If the vehicle is still under warranty and you don't have it serviced to the manufacturer's maintenance schedule, you may void your warranty.

However, as long as the service is carried out in accordance with the manufacturer's specifications, any repairer can carry out the work. You do not have to use the dealer from whom you purchased the vehicle.

When booking your vehicle in for a service, clearly explain to your repairer the type of service you require. Different costs are associated with the different types of services.

If you don't have a logbook or handbook and are not sure what service your vehicle needs, ask the repairer to explain what is involved with each type of service and its associated cost. If you are still uncertain, it is wise to follow the manufacturer's service schedule.

## Repairs

The more information you can give to the repairer when a problem or defect has been identified, the more likely the diagnosis will be correct and the repair carried out properly.

You may even need to test drive the vehicle with the repairer, for example, if a rattle only occurs at a certain speed. Always ask for a cost estimate or, preferably, a written quote to fix the problem so there are no surprises at the end. It is a good idea to leave a contact number with the repairer in case they discover the need for additional work.

A written quotation signed by both parties is a binding contract. An estimate is often just an educated guess of the approximate cost of the work or repairs. Relying on an estimate means, providing the work is satisfactory, you will have to pay the account even if it is considerably more than the estimate you were given. There is no fixed price agreement between both parties with an estimate as there is on a quote.

Sometimes the repairer has to dismantle parts of the vehicle to diagnose the problem, before estimates of parts and labour can be made for the purpose of preparing a quote. If you decide not to carry out the repair, the repairer is entitled to charge a fee for the quote.

In the Northern Territory there is no requirement for repairers to be licensed to work on your vehicle, or for repairers to have specified equipment in the workshop and employ only qualified tradespeople.

However, the Australian Consumer Law provides that services must be carried out with due care and skill and any materials supplied in connection with the services must be fit for the purpose for which they are supplied, that is, they should achieve the result that the consumer made known to the repairer.

If you are dissatisfied with the work carried out on your motor vehicle, you can:

Talk to the repairer and advise that you are not satisfied with the work completed. Explain the problem and offer solutions that will satisfy you. This will give the repairer an opportunity to fix the problem to your satisfaction.

If you are not successful, put the problem and your solutions in writing to the repairer (addressed to the Manager), and ask for a written response within a reasonable time limit.

Keep a copy of all correspondence and keep a record of your dealings during this process, particularly names of people you spoke to, relevant dates and advice received.

If the problem is unresolved, you can call Consumer Affairs on 89 991999 or 1800 019 319 for assistance through the dispute resolution process. This involves you, the repairer and a Fair Trading Officer (acting as an objective third party to provide advice), attempting to reach a solution acceptable to both parties to the dispute.

Consumer Affairs will ask that you complete a Consumer Conciliation Request and attach all relevant documents to assist in conciliating the dispute.

If the repairer is a member of the Motor Traders Association (MTA) NT, Consumer Affairs may seek MTA's assistance in negotiating a resolution of the dispute.