



# Repairs to your motor vehicle

*For most people a motor vehicle will be the second most expensive purchase they will make. In terms of maintenance it will likely be the most expensive.*

It is in your best interest to find a vehicle repairer who you trust, who charges only for what needs to be done and who has the knowledge and skills to do it properly.

Consumer Protection's key message to all consumers is "shop around" and satisfy yourself that you are dealing with a licensed repair business, and getting value for money and the best service.

The law requires that motor vehicle repair businesses be licensed and employ qualified staff to supervise the repair work your vehicle requires.

When shopping around, find out about the repairer's qualifications and the type of services they offer. Ask the repairer to provide some indicative pricing for regular work such as a vehicle service, brake pad replacement or a gearbox service and an hourly rate for labour. By doing this, you can compare and will be in a position to make an informed decision.

To be sure that you are dealing with a licensed repair business, look for its business name and motor vehicle repair business (MRB) licence number displayed on the premises. This requirement also includes mobile premises. The repairer may also display the official 'Brand' for licensed repair businesses.



## Cost of repairs - Do not hand over a 'blank cheque'

It is important to agree on the price and type of repairs **before work begins** on your vehicle. If you simply hand over your car and tell the repairer to 'just fix it!' you may leave yourself open to being charged costs beyond your ability to pay.

Wherever possible, ask if the repairer will give you a written quote detailing the work and cost of repairs agreed to. When you accept a quote a contract is formed, binding you and the repairer to the details contained in it.

However, due to the complex and technical nature of the modern motor vehicle, it is often difficult for a repairer to give a fixed quote. Often, when there is fault such as an abnormal noise in an engine or gearbox, further investigation of the problem is required in order to fully determine what repairs are necessary.

So it is imperative that both you and the repairer are clear on what work has been agreed. To confirm your discussions ask for an estimate in writing. The price stated on an estimate is not fixed and the final amount may be more or less than the estimated price, depending on what is revealed during initial repairs or investigations.

Although it is an estimate only, the repairer must act with care when providing a price and not deliberately underestimate the cost to get the job.

### **Paying for repairs**

Unless other arrangements have been agreed to, a repairer is entitled to be paid in full for the repairs before releasing the vehicle. If you refuse to pay the bill, the trader can lawfully refuse to release your vehicle.

The Australian Consumer Law (ACL) requires a business to provide receipts for all goods and services costing \$75.00 or more. You also have the right to ask that the repairer provide you with an itemised bill for services provided. This request can include a list of materials or parts used, details of the number of hours charged and even the hourly rate. Failure to comply with this request is an offence under the ACL.

### **Beware of suggestions for extra repairs and over servicing**

During the course of a repair, a repairer may find the vehicle needs additional work. Any addition to the work or price given in the original estimate must be genuine. The repairer must seek your authority before proceeding with any extra work which has not been previously agreed to.

Over-servicing has become a genuine issue in the motor vehicle repair industry. You may be at risk from some unscrupulous repairers who either charge for repair work not completed or carry out unnecessary repairs to vehicles.

This has become even more prevalent since some repair businesses introduced an 'Incentive Scheme' for staff who identify additional repair work over and above what the vehicle was booked in for. Staff are offered a commission, where they are paid a percentage of the added income derived from the additional work that has been identified. This has led to consumers paying for repair work that was not warranted.

Do not automatically authorise any additional repairs. Ask the repairer to justify the additional work and provide you with a written report or quote, including parts and labour for the extra repairs.

Additional work will generally cost more. It may be wise to get a second opinion and another quote if extra repairs are suggested.

Remember, the cost charged by repair businesses for labour and parts is not regulated by any law but rather is governed by the market place and competition.

### **Know your motor car**

You know your car by the way it drives or sounds. The clue to when it needs something other than regular servicing is a change in the feel or sound.

A regularly serviced car will need less expensive repairs less often so don't be afraid to book it in for regular maintenance. A rule of thumb is a service every 10,000 kilometres or at least once in 12 months. Some vehicles require more and some less, so check with the manufacturer.

### **If you need a repair, understand the language**

Make sure you know what you are getting. For example, there is a difference between a 'fully reconditioned engine' and a 'serviced, rebuilt or exchange engine'.

As a general guide, if something is referred to as 'reconditioned' it is regarded as being in 'as good as new' condition. Something which has been 'serviced or overhauled' is regarded as having been repaired to make it serviceable.

'Second-hand' items are likely to have had nothing done to them and generally are in the same condition they were in when removed to be made available for sale.

Getting an 'exchange' engine or part doesn't automatically mean it has been reconditioned. It means that you have to supply your old engine or part to the trader in exchange for theirs. The exchange engine or part could be second-hand or serviced. So check the meaning of the supplier's description.

### **The repairer didn't fix it - ask the repairer to look again**

Should a problem arise with the repairs, always contact the repairer first and explain the problem or return the vehicle.

If you are unable to return the vehicle, discuss alternatives with the repairer. For example, if the vehicle cannot be driven, arrangements may have to be made to tow the vehicle back to the repairer or to take it to a repairer near you. The cost of either of these actions, and any further repairs, should be paid for by the repairer if the problem with the vehicle is due to the repairer using faulty parts or carrying out defective repairs.

If, however, the problems are not related to anything the repairer did or did not do, **you will have to pay for all costs.**

A repairer does not have to give you a courtesy car while fixing your vehicle. Some repairers choose to do so to maintain customer goodwill.

### **Consumer guarantees under the Fair Trading Act 2010 (Australian Consumer Law)**

The Fair Trading Act places certain obligations on a repairer. Those obligations means that in every contract for service a supplier guarantees (whether he states it or not), that all work is be carried out with due care and skill, services are fit for purposes and are provided within a reasonable time.

This means the repairs must be of a reasonable standard and quality. The repair should be free of any defective parts even if second-hand parts are used and be reasonably fit for its normal purpose having regard to the nature and type of repair.

Some repairers may try to limit their responsibility by displaying signs, or using documents which contain phrases such as 'all care taken but no responsibility accepted'. Statements such as this are misleading and do not relieve a repairer of their responsibility for faulty parts or defective repairs. In fact such a statement is a breach of the law and you should inform Consumer Protection.

In addition to the guarantee implied under the Fair Trading Act (ACL), some parts used in the repairs for example, a reconditioned engine may also carry a manufacturer's warranty. In these situations you may be required to follow servicing requirements to maintain the manufacturer's warranty.

Whatever the situation, it is the repairer's responsibility to address and attend to any claims you have regarding faulty or defective repairs.

### Need help?

The Motor Vehicles Branch offers a conciliation service. Branch officers negotiate the resolution of disputes between repairers and consumers. The legislation administered by the Department does not provide powers to force traders and consumers to resolve disputes in a particular manner. This can only be done by a court of law. However, we are more often than not successful in negotiating a reasonable outcome.

*The Motor Vehicle Repairers Act 2003* provides for a 'Compensation Fund'. Owners of motor vehicles, who have suffered a loss as a result of incompetent repair work by a licensed repairer, or incomplete work as a result of a licensed repairer becoming insolvent, may claim compensation from the fund. However, the fund will only compensate customers if they have attempted to resolve any claim or made a reasonable attempt to exercise their legal rights to recover their losses.

For advice or assistance ring the Consumer Protection Advice Line on 1300 30 40 54 cost of a local call statewide.

Consumer Protection provides a free telephone advisory service to consumers and businesses on their rights and obligations under consumer laws.

**National Relay Service: 13 36 77**  
**Quality of service feedback line: 1800 30 40 59**  
**Translating and Interpreting Service (TIS) 131 450**

**This publication is available in other formats on request to assist people with special needs.**

#### Regional Offices

Goldfields/Esperance	(08) 9026 3250
Great Southern	(08) 9842 8366
Kimberley	(08) 9191 8400
Mid-West	(08) 9920 9800
North-West	(08) 9185 0900
South-West	(08) 9722 2888