



Form 6 – Information statement – no statutory warranty

Western Australia

Motor Vehicle Dealers Act 1973 section 56

Motor Vehicle Dealers (Sales) Regulations 1974 regulation 7

Statutory warranty

This vehicle is not covered by the terms of the statutory warranty under section 34 of the *Motor Vehicle Dealers Act 1973*. This is because –

- the cash price (inc. GST) paid in the case of a motor cycle is less than \$3,500 or in the case of any other vehicle is less than \$4,000; or
- in the case of a motor cycle it is more than 8 years old or has been driven more than 80,000km or in the case of any other vehicle it is more than 12 years old or has been driven more than 180,000km; or
- the vehicle was sold at auction on behalf of a member of the public; or
- the vehicle is excluded from the statutory warranty under the *Motor Vehicle Dealers Act 1973*.

The following vehicles are excluded –

- 1) A caravan built to be towed by a motor vehicle.
- 2) A motor cycle –
 - a) built for off road use; and
 - b) not built to carry any passengers.
- 3) A motor vehicle –
 - a) built to be used primarily to carry goods or materials used in any trade, business or industry; and
 - b) having only one row of seats.
- 4) A motor vehicle –
 - a) built to be used primarily to carry people; and
 - b) that seats more than 9 adults (including the driver).
- 5) A multi wheeled open motor vehicle the driver of which sits astride the vehicle or part of the vehicle in a manner similar to that customary for the driver of a motor cycle.

Warranties under Fair Trading and Competition and Consumer Laws

The *Fair Trading Act 2010* and *Competition and Consumer Act 2010* (Cwlth) require the dealer selling this vehicle to ensure that the vehicle matches any description given and that it is of “merchantable quality”.

This means that it must be fit for the purpose for which a vehicle of that nature is normally used. The amount of money you have paid for the vehicle is taken into account when determining merchantable quality.

For example, even though a vehicle is not covered by the statutory warranty under the *Motor Vehicle Dealers Act 1973*, you are entitled to expect the dealer to repair any major defects that were present at the time of sale which prevent the vehicle from being used in the normal way. This also applies to anything that makes the vehicle unsafe to drive (eg. faulty brakes, faulty steering or major structural rust).

The requirement of merchantable quality does not apply –

- to defects specifically drawn to your attention before the contract of sale is made; or
- if you examine the vehicle for defects before the contract is made, to defects that examination should have revealed.

The Australian Consumer Law also requires a warranty against defects that includes the following text:

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

Vehicles bought at auction

Vehicles purchased at auction do not carry a “statutory warranty” if they are being auctioned on behalf of a member of the public.

More information

If you have any questions or require further information about warranties, contact the Consumer Protection Call Centre on 1300 30 40 54 (Mon to Fri). TTY 13 36 77 (hearing impaired). 13 14 50 (interpreter service).

Internet

www.demirs.wa.gov.au