



Department of Energy, Mines,
Industry Regulation and Safety



Do I have to fix it?

A dealer's guide to used car warranty



A guide for
Western Australians



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About this guide

Most complaints received by Consumer Protection regarding second-hand motor vehicles relate to repairs. These are covered by the statutory vehicle warranty under the *Motor Vehicle Dealers Act 1973* (the MVDA), and/or consumer guarantees under Australian Consumer Law (ACL). Although only some vehicles are covered by the statutory warranty, **all** vehicles are covered by the ACL consumer guarantees.

Motor vehicle dealers must be licensed and comply with the law. If you don't, you could face legal action, and lose your licence.

This guide highlights both yours and the consumer's responsibilities and rights, and should help you to resolve issues.

If you have any questions after reading this guide, call Consumer Protection on 1300 30 40 54.

Consumer guarantees

All of the vehicles you sell come with consumer guarantees unless the vehicle is sold at auction.

These guarantees require the vehicle can be used for the purpose it was bought, is of acceptable quality and matches the description given in any advertising.

Consumer guarantees are not limited by the age of the vehicle or the number of kilometres it has been driven. There is no set time limit on these guarantees – it will depend on what is reasonable.

The vehicle must be of acceptable quality. This means it must be:

- fit for purpose;
- acceptable in appearance and finish;
- free from undeclared defects;
- safe; and
- durable.

The standard of what is acceptable is based on what a typical consumer would expect given the age and price of the vehicle and what they were told about it before the sale. At a minimum, this means the vehicle must be roadworthy.

A consumer is entitled to expect you to repair any major defects present at the time of sale and anything that makes a vehicle unsafe to drive (e.g. faulty brakes, faulty steering or major structural rust).

Consumers who buy vehicles that do not meet the consumer guarantees are entitled to a replacement or refund for a major failure, and compensation for any reasonably foreseeable loss or damage.

If there is a major failure with the vehicle, it is up to the consumer to choose if they would like a refund or replacement.

A major failure will occur when the vehicle:

- has a problem that would have stopped a consumer from buying it if they had known about it;
- has multiple minor problems that, when taken as a whole, would have stopped a consumer from buying it if they had known about them;
- is significantly different from your description;
- is unable to be used for the purpose it was sold and can't easily be fixed within a reasonable time; or
- is unsafe.

A consumer is also entitled to have a vehicle repaired if it fails to be of acceptable quality where the issue is not classified a major failure.

Defects you point out to a consumer before the sale are not covered by these laws. This does not apply to defects that make the vehicle unroadworthy.

If a consumer examines the vehicle before the contract is signed, or brings in a mechanic to inspect the vehicle, defects the examination or inspection should have revealed are also not covered by the guarantee.

You should provide the consumer with a written list of the defects you revealed before the sale is finalised. This will help protect you if the consumer complains about these issues after the sale.

You cannot remove a consumer's legal rights in the sales contract.

Example: A consumer buys a 13-year-old car. There is no statutory warranty but consumer guarantees apply and the car must be of acceptable quality. If the car breaks down a week later, you will need to fix it.

Statutory warranty

The statutory warranty, under the MDVA, also sets out your legal obligation to fix certain defects in vehicles you have sold. Unlike the consumer guarantees, the statutory warranty only applies to some vehicles.

Under the MVDA, you must repair defects that appear during the warranty period, whether or not the defects existed at the time of sale. If a defect is likely to make the vehicle unroadworthy or unserviceable, you must do the repairs at your own expense.

The vehicle must be in a reasonable condition for its age after any warranty repairs.

Unroadworthy

A vehicle is unroadworthy when a defect could make the vehicle unsafe to drive, and a danger to passengers, other road users or pedestrians.

It is also unroadworthy if it requires any work to make it legal to drive on public roads.

Unroadworthy vehicles can be given a defect notice, commonly called a yellow sticker, by police or an authorised officer from the Department of Transport.

Consumer Protection officers can issue defect notices to vehicles being sold at dealerships.

The defect notice is a work order to make the vehicle safe while it is being driven. If the vehicle has a fault and is considered unroadworthy, the fault must be rectified by the dealer.

Unserviceable

If a defect does not make the vehicle unroadworthy, but is likely to make the vehicle unusable, it is classified as being unserviceable and you must repair the vehicle.

For example, a vehicle may not be considered unroadworthy by police because it has a leaking core plug, but the defect is likely to make the vehicle unusable so you must fix it at no cost to the consumer.

Length of warranty

The purchase price, age and how many kilometres the vehicle has travelled at the time of sale determines if the vehicle is covered by a statutory warranty, and for how long.

Only motor cycles purchased for \$3,500 or more, and all other vehicles that can be licensed to be driven on roads, bought for \$4,000 or more, are covered by a warranty.

The age of a vehicle is calculated to the end of the month of the compliance plate date. If only the month and year are shown on the compliance plate, the age is taken from the first day of the next month.

Age of car	Kilometres travelled	Warranty entitlement
Not more than 10 years and:	Not more than 150,000	Three months or 5,000 km (whichever happens first)
More than 10 years old but no more than 12 years old or:	Between 150,000 and 180,000	One month or 1,500 km (whichever happens first)
More than 12 years or:	More than 180,000	Nil

Age of motorcycle	Kilometres travelled	Warranty entitlement
Not more than 8 years and:	Not more than 80,000	Three months or 5,000 km (whichever happens first)
More than 8 years or:	More than 80,000	Nil

The warranty periods do not include the time you have the vehicle for warranty repairs. For example, if you keep the vehicle for two weeks to do repairs, the warranty is extended by two weeks.

If a fault is brought to your attention during the warranty period and the same fault is still evident, or becomes evident, within a reasonable period after the warranty has ended, it is generally your responsibility to fix it.

Example: A consumer buys a five-year-old car. Both the MVDA warranty and consumer guarantees apply. If the car breaks down after four months, the MVDA warranty will not apply but the car is covered by consumer guarantees.

Types of vehicles covered

The warranty covers:

- passenger cars that have more than one row of seats, including sedans, station wagons, hatchbacks, SUVs, dual cab utes, four-wheel drive, convertibles, people movers designed to take up to eight people (including the driver);
- motor vehicles built to carry goods or materials used in trade, business or industry, and having more than one row of forward-facing seats, such as dual-cab utes; and
- motorcycles (with or without a sidecar).

Types of vehicles not covered by a statutory warranty

Vehicles excluded from the statutory warranty provisions are:

- buses and vehicles licensed to carry nine or more people, including the driver;
- off-road motorbikes;
- multi-wheeled open motor vehicles, such as quad bikes;
- motor vehicles built to carry goods or materials used in trade, business or industry, and having only one row of forward facing seats, including utes and panel vans; and
- caravans, trailers, camper trailers.

Consumer guarantees apply to all vehicles, including those not covered by a statutory warranty.

Telling consumers about the warranty

Form 4 – Vehicle particulars

When you offer or display a second-hand vehicle for sale, you must display a [Form 4 – Vehicle Particulars](#).

The form contains the required particulars of the vehicle, including odometer reading, year of manufacture, and cash price. A Yes/No box on Form 4 must be completed to identify whether the vehicle is covered by the statutory warranty.

The Form 4 must be printed, typed, or written in a clear and legible manner and be clearly visible when attached to the vehicle. It should be placed inside the vehicle where it can clearly be read through the windscreen. If the vehicle does not have a windscreen, such as a motorcycle, the notice must be clearly visible to a person standing near the vehicle.

A copy of the form, signed by you as the dealer, yard manager or salesperson and the purchaser, must be retained for two years after the sale of a vehicle.

Before you sell a second-hand vehicle, you must also give the consumer an information statement about the statutory warranty under the MVDA, if any, that applies to the vehicle. The information statements are Form 5A (statutory warranty) and Form 6 (no statutory warranty).

Form 5A – Information statement – for vehicles covered by warranty

[Form 5A](#) informs consumers the vehicle is covered by the statutory warranty under the MVDA.

If a sale proceeds and the statutory warranty applies, Form 5A must be provided to the consumer at the time of sale prior to the contract being signed by both parties.

Two versions of Form 5A are available – one contains a quick guide to the main warranty items for motor vehicles and the other for motorcycles.

Form 6 – Information statement – for vehicles NOT covered by warranty

[Form 6](#) informs consumers the vehicle is not covered by the statutory warranty under the MVDA.

The form explains why the vehicle is not covered by the statutory warranty together with advice about the consumer's rights under the ACL.

If a sale proceeds and the statutory warranty does not apply, Form 6 must be provided to the consumer at the time of sale prior to the contract being signed by both parties.

Warranty exemptions and exclusions

If you do not want to repair a particular defect in a vehicle, which is covered by the statutory warranty, it can be excluded, but only if:

- a [Notice of Defects Excluded from Warranty \(Form 5\)](#) is filled in and displayed on the vehicle before the sale so it can be clearly read through the windscreen;
- the Form 5 includes a detailed description of the defect and a fair estimate of the costs to repair it; and
- the Form 5 is signed by the consumer at or before the time of sale.

If you do not fully describe the defect, the notice will have no effect. For example, you cannot say the engine has a defect and the cost to repair it is \$800. You must describe the actual defect so the consumer knows exactly what the issue is and what needs to be done to fix it, such as, excessive exhaust smoke – piston rings require replacement, about \$800 to repair.

You must give the consumer a copy of Form 5 at the time of sale.

If you don't give the consumer a copy, the form is not signed or was not placed on the vehicle prior to the sale, it has no effect.

If the estimated cost of repairs on the notice turns out to be less than the fair cost of the repairs, the consumer is entitled to claim the difference in cost from you.

How do the statutory warranty and the consumer guarantees work together?

All cars are covered by the consumer guarantees. Only some cars are covered by the statutory warranty. Both the consumer guarantees and the statutory warranty require cars to be free of major defects and anything that makes it unsafe to drive. The statutory warranty has limits on how and when it applies. The consumer guarantees will depend on what is reasonable in the circumstances.

Repair obligations

Carrying out repairs

If you carry out repairs to a vehicle, you should tell the consumer if you are doing these under consumer guarantees or under the statutory warranty.

Faults covered by consumer guarantees or the MVDA warranty should be fixed at no cost to the consumer and without using any extended warranty products they have purchased (unless the product specifically covers these repairs).

When a consumer returns a vehicle for warranty repairs, the time you have the vehicle for warranty repairs is added to the warranty period.

If you hold the vehicle for longer than is considered normal for a particular repair, the consumer may be able to claim damages from you to cover expenses, such as hire cars or taxis.

The consumer does not have to return the vehicle to you for repairs, however, we recommend they contact you in the first instance.

If the consumer has the vehicle repaired elsewhere, you may only have to pay what it would have cost you to repair the defects. If a vehicle goes back to you two or three times for the same repair, the consumer may exercise their right to take the vehicle elsewhere and claim the full cost of repairs from you.

When you return the car to the consumer, you should give them an itemised list of what has been done. This can avoid disputes later if the consumer complains that you did not fix a particular defect.

Returning the vehicle for repairs

If the consumer lives close to your business and the vehicle can be driven, they should return it to you. If the vehicle cannot be driven, you should arrange to have it returned to your premises.

If the consumer does not live near your business, you can either:

- arrange for a repairer in the area where the consumer lives to fix the vehicle – it is your responsibility to pay the repairer; or
- arrange for the vehicle to be transported to your premises, repaired and returned to the consumer – this should be at no cost to the consumer.

Do you have to supply a courtesy car?

You do not have to provide a courtesy (loan) car while you are repairing the consumer's vehicle.

If you have to work on the consumer's car for longer than a day or two, you can arrange a loan car to reduce the chance of having to later pay the consumer's travel costs while a repair is being done.

If you give the consumer a loan vehicle, you should make sure they read, understand and sign a document outlining their rights and responsibilities for the loan car.

Accessories and extras

Generally, you do not have to fix accessories or extras. However, there are some cases where you may have to repair faults with accessories.

For example, if a vehicle is advertised as having a reverse camera or Bluetooth, it is expected these accessories will work at the time of sale. If they don't, you will have to repair them.

Anything listed and agreed to in the special conditions section of the contract will also need to be done.

Modified vehicles – dealer's responsibilities

If a vehicle has been accessorised or modified, before you sell it, you are responsible for ensuring the vehicle still meets Australian design rules (ADRs) and the manufacturer's specifications.

This includes fitting exhaust systems, or tyres, rims or suspension to change the vehicle's height.

If a modification doesn't meet the ADRs, which apply to the way the car is built and requirements for driving on public roads, it is illegal to drive the vehicle on public roads.

It is illegal to increase the weight of a vehicle above the manufacturer's specifications by modifying it, if the vehicle is designed to tow trailers, caravans or boats.

You should not fit non-compliant accessories to a licensed road vehicle. You must know if modifications will make the vehicle non-compliant and are responsible for any illegal modifications on the vehicles you sell.

You can pay to have the vehicle modifications checked and approved by the Department of Transport. If the modifications are illegal you will have to pay to remove any accessories and repair the vehicle. If you have already sold the vehicle, the consumer may be entitled to a refund.

Defect list

This list is to be used as a guide only and does not include everything covered by consumer guarantees and the statutory warranty. It is the minimum that applies to all vehicles. Any defect that makes a vehicle unroadworthy, unserviceable or unsafe to drive must be repaired. The consumer guarantees will extend beyond the list and will include any other failure that makes the vehicle not of acceptable quality.

Example: A consumer buys a car and the reverse camera does not work. This does not make the car unroadworthy or unserviceable. But if you do not declare the defect to the consumer, you may have to fix it under the consumer guarantee.

If you have any questions, or need assistance resolving a claim, call Consumer Protection on 1300 30 40 54.

Warranty defect list

This warranty list is to be used as a guide only; Consumer Protection staff will assist you and the consumer to resolve claims which are disputed.

Covered by warranty – ✓ **Not covered by warranty – No**

Engine and engine bay			
Engine			
Abnormal noises	✓	High tension and spark plug leads breaking down	✓
Air cleaner (if missing, broken, modified or leaking)	✓	Lifters/hydraulic lash adjusters (if excessively noisy)	✓
Air filter element blockage	No	Oil leaks (if major but not seepage or dampness)	✓
Air flow meter and associated ducting	✓	Oil sludging	✓
Anti-pollution controls (ADR requirement)	✓	Plugs and points	No
Carburettor (if stalling, surging, racing, leaking)	✓	Tappet/valve clearance (if adjustable)	No
Compression (if variation over 20 per cent or excessively low)	✓	Timing belts (if damaged or cracked)	✓
Coolant leaks	✓	Timing belts and chains adjustments	No
Core plug leakage or seepage	✓	Timing chains – if noisy	✓
Cylinder head gasket leakage or seepage	✓	Turbo charger (including super charger)	✓
Cylinder head cracked or corroded	✓	Fuel system	
Distributor (including vacuum unit)	✓	Fuel filler cap must be correct for vehicle	✓
Engine block cracked or corroded	✓	Fuel filters	No
Engine failure due to excessive oil sludging	✓	Fuel injection systems (all components) includes servicing and cleaning of injectors, injection pump and delivery pump	✓
Engine management systems, computer and all allied equipment including dash/ instrument panel warning indicators	✓	Fuel pump including oil or fuel leaks	✓
Engine mounts (if broken, oil saturated, soft or loose)	✓	Fuel vent system and charcoal canister	✓
Engine stabiliser bar	✓	Gas conversion (dual fuel vehicles) – vehicle and all associated components must operate satisfactorily on both petrol and gas. Conversion must comply with all relevant licensing regulations and the gas tank must be within date code.	✓
Excess oil usage (1 litre/1000km if exhaust smoke emission not excessive)	✓	Leaking, perished, rusted or non-secured fuel lines	✓
Excessive piston ring blow-by	✓	Remote fuel filler cap (unless it can't be opened manually)	No
Excessive oil smoke emission from exhaust	✓	Tank leakage	✓

Cooling system	
Cooling fans (manual and electric including thermo switches – viscous fans must operate efficiently)	✓
Core plug leakage or seepage	✓
Cylinder head gasket leakage or seepage	✓
Fan cowling	✓
Fan/drive belt (if cracked, broken, frayed badly or stretched badly – i.e. no adjustment)	✓
Leaks (including heater and heater hoses, radiator and radiator hoses, seepage from head gasket)	✓
Overheating	✓
Radiator	✓
Radiator blockages	✓
Radiator cap and overflow system	✓
Radiator fins fretting (if excessive)	✓
Thermostat and housing	✓
Water pump including excessive bearing noise and/or leakage	✓
Exhaust	
Any gas leak	✓
Catalytic converter	✓
Excessive noise	✓
Exhaust hitting body or other components	✓
Excessive smoke emission from exhaust	✓
Loose baffles (unless causing blockage)	No
Not secured correctly	✓
<i>(Note: repairs must be replacement or steel welding – putty, bandages not acceptable)</i>	

Driveline	
Clutch	
Clutch adjustment	No
Clutch not disengaging (gear grate)	✓
Clutch pedal rubber pad (if split, badly worn or missing)	✓
Clutch shudder (if excessive)	✓
Linkage or hydraulic components (including leakage)	✓
Slippage	✓
Throw-out (thrust) bearing	✓
Gearbox/transmission	
Abnormal noises	✓
Hard gear selection	✓
Linkages sloppy	✓
Not holding in gear	✓
Oil leaks	✓
Reverse detent (gate) weak or not working	✓
Synchromesh	✓
Automatic transmission	
Drive faults – including abnormal change patterns	✓
Fluid leaks	✓
Gear indicator quadrant must line up with correct indicator position and quadrant light to operate	✓
Linkages	✓
Routine servicing	No
Torque converter	✓
Drive shafts/tail shafts	
All components including centre bearings	✓
CV boots (if cracked or leaking)	✓
CV joints (if noisy or excessively worn)	✓
Shaft balance vibration (if excessive)	✓
Viscous couplings	✓

Differential	
Axles	✓
Bearings	✓
Bearing seals (front and rear)	✓
Differential (if abnormal noise)	✓
Oil leaks	✓
Period whine	No
Pinion backlash (if excessive)	✓
Wheel bearings (front and rear but not adjustment)	✓
Wheels	
Cracked	✓
Hubs and bearings	✓
Spoke type (if missing, broken or loose)	✓
Studs stripped or nuts missing	✓
Wheel balance	No
Wheel alignment	No
Wheel alignment after steering/suspension repairs	✓
<i>(Note: wheel alignment must be able to be adjusted to manufacturer's specifications)</i>	
Tyres	
Damage or wear (excluded under MVDA)	No
Spare wheel and tyre	No
<i>(Note: tyres must all be the same diameter and width, must meet ADR requirements and be speed and load rated to the vehicle.)</i>	

Brakes, steering and suspension	
Brakes	
Adjustment only	No
Anti-lock braking systems	✓
Brake causing vehicle to pull one side	✓
Brake pedal pulsation (if excessive)	✓
Brake pedal rubber pad (if split, badly worn or missing)	✓
Calipers (if seized, sticking or leaking)	✓
De-dusting	No
Disc/rotor and drum thickness (to be within manufacturer's specifications)	✓
Disc/rotor scoring (if not excessive or disc/rotor not undersize)	No
Foot brake adjustment	No
Glazed pads	No
Lines and hoses (if cracked, perished, rusted, unsecured or leaking)	✓
Master cylinder leakage or failure	✓
Pad or lining material (if 80% worn by end of warranty period. To be measured on material thickness)	✓
Squealing	No
Vacuum or power booster	✓
Wheel cylinders (if seized, sticking or leaking)	✓
Handbrake	
Adjustment	No
Cable (if binding frayed or not secured)	✓
Must operate efficiently	✓
Ratchet or button faults	✓

Steering	
Steering wheel	✓
Four-wheel steering	✓
Power steering pump, drive belt and hoses	✓
Shaft play	✓
Steering boots and rubbers (if badly split)	✓
Steering box (if abnormal play)	✓
Steering box adjustment (if manual)	No
Steering box adjustment (if power)	✓
Steering box oil leaks	✓
Steering idler (if excessive movement)	✓
Steering lock	✓
Steering rack (internal leaks and boots)	✓
Steering tie rod ends (if excessive movement)	✓
Steering wheel (if cracked through)	✓
Steering wheel cover (excessive lateral movement only)	✓
Steering wheel height and reach adjustment must be secure	✓
<i>(Note: modified steering wheels must comply with ADR and Road Traffic (Vehicle Standard) Rules and Regulations.)</i>	
Suspension	
Adjustable height or ride suspension	✓
Ball joints (if movement exceeds manufacturer's specifications)	✓
Ball joint boots (if badly split)	✓
McPherson struts (if leaking or broken)	✓
Rebound rubbers	✓
Shock absorbers/McPherson struts must operate reasonably efficiently	✓
Springs (if vehicle lowered beyond manufacturer's specifications)	✓
Springs sagging (if more than 25mm (1') variation between sides)	✓
Stabiliser/anti-roll bars	✓
Torsion bar	✓

Body and frame	
Rust (structural not surface)	
Bonnet (except around hinge and catch area)	No
Boot floor	✓
Boot lid	No
Bulk heads (fire wall)	✓
Doors (except around hinge and catch area)	No
Fenders	No
Floor pan	✓
Quarter panel (exterior)	No
Quarter panel (interior)	✓
Roof and door pillars	✓
Rocker panels	✓
Sub-frame/chassis	✓
Wagon rear doors (except around hinge and catch area)	No
Window frames	✓
<i>(Note: all rust repairs should be done by steel plating and full perimeter steel welding (not bronzed). No jagged edges from lower panels.)</i>	

Doors and windows	
<i>(Note: all passenger doors must open and shut from inside and outside.)</i>	✓
Bonnet or boot stays/struts	✓
Bonnet lock and safety catch	✓
Central locking (but must be able to unlock and lock doors to secure vehicle. This includes boot and rear hatch doors)	No
Child-proof rear door locks (but must be able to disengage)	No
Electric and winding windows (must wind up and down)	✓
Front windscreen (unless cracks or chips in driver's vision at time of purchase)	No
Quarter windows	No
Keys/remote/transponder (no obligation to provide spares)	✓
Rear door stays/struts	✓
Rear window demister	No
Sliding windows	✓
Wagon rear door	✓
Wagon rear window	✓
Water leaks (unless likely to damage electrical components)	No
Windscreen washers (front only)	✓
Windscreen wiper blades	No
Windscreen wipers (front only) must work on at least two speeds, where fitted, but not including intermittent speed	✓
Windscreen wipers and washers (rear)	No
<i>(Note: Windscreen repairs. Some windscreen cracks can be repaired by a poly-resin filler. The Department of Transport has advised this method is acceptable providing the crack is not more than 150mm (6 inches) long and repairs are done only on a laminated screen. The repair is not acceptable if the driver's vision is still impaired.)</i>	

Electrical system	
Headlights	
Direction adjustment (but must be able to be adjusted)	No
Globe (non-LED)	No
Globe (LED – no inoperative single LED's allowed)	✓
Lens	No
Reflectors	✓
Sealed beams	No
Spot/foglights/driving lights	No
Switch	✓
Wiring	✓
Parking, indicator, rear stop, high rear stop and reverse lights	
Globe (non-LED)	No
Globe (LED – no inoperative single LED's allowed)	✓
Lens (if discoloured)	✓
Reflectors	✓
Switch	✓
Wiring	✓

Other electrical	
Alternator	✓
Audible warning chime	No
Battery (excluded under MVDA)	No
Battery cable and terminals (if damaged)	✓
Battery must be secured	✓
Brake warning lights	✓
Coil	✓
Demister/fan (front only)	✓
Distributor (including vacuum unit)	✓
Electric windows (all must wind up and down)	✓
Electronic distributor	✓
Engine management system, computers and all allied equipment	✓
Fan belt (if cracked, broken, frayed badly or stretched badly, i.e. no adjustment)	✓
Gear indicator quadrant light	✓
Hazard lights	No
Headlight washers and wipers	No
High tension and spark plug leads breaking down	✓
Horn (must work efficiently)	✓
Ignition key/remote/transponder (no obligation to provide spares)	✓
Ignition switch and steering lock	✓
Immobiliser (if fitted at the time of purchase)	✓
Instrument panel/dash switches and lights	✓
Rear view external mirrors (if missing or unable to adjust manually)	✓
Regulator	✓
Starter motor	✓
Trailer wiring and connector	No
Windscreen washers (front only)	✓
Windscreen wipers (front only)	✓
Wiring harness	✓

Power accessories	
Aerials	No
Brakes	✓
Electric windows (all must wind up and down)	✓
Rear view external mirrors (if missing or unable to adjust manually)	✓
Seats (driver's side)	✓
Steering (drive belt)	✓
Steering (oil leaks)	✓
Steering (operation and adjustment)	✓
Other accessories	
Air conditioner	No
Central locking (but must be able to open and lock doors manually to secure vehicle)	No
Cruise control (but must not interfere with operation of the vehicle)	No
Radio/cassettes or compact disc players	No
Sun roof	No
Convertible Roof (but must be able to be operated manually)	No
Cigarette lighters	No
Sun visors (interior)	P
Reverse camera/sensors	No
Satellite navigation/GPS systems	No
DVD Players	No
<i>(Note: if any of the above items are advertised as a feature, they must work satisfactorily at the time of sale.)</i>	

Interior	
Instrument panel/dashboard	
Air bag management systems	✓
Amp/volt gauge (if no light fitted)	✓
Amp/volt light	✓
Audible warning chimes	No
Courtesy light	No
Econometer (vacuum gauge)	No
Fuel gauge	No
Gear selector-quadrant lighting	✓
Glove box	No
Heater demister and fan (front) – ADR 15	✓
Instrument lights	✓
Odometer/trip meter	No
Oil gauge	✓
Oil light	✓
Other instruments	No
Rear view mirrors (must be able to adjust)	✓
Speedometer	✓
Tachometer	No
Temperature gauge	✓
Temperature light	✓
Trip computer	No
Seats/seat belts	
Any trim damage	No
Retractable seat belts	✓
Seat belts (new belts only to be fitted)	✓
Seats (adjusters)	✓
Seats (driver's side power adjuster)	✓
Seats (if collapsed or have protruding springs)	✓
Seats (if mountings loose or broken)	✓

Adjustments	
Air cleaner (if missing, broken, modified or leaking)	✓
Air filter element blockage	No
Anti-pollution controls (ADR requirement)	✓
Automatic transmission servicing	No
Brakes	No
Brakes – auto adjuster (should operate if fitted)	✓
Carburettor (if stalling, surging, racing or leaking)	✓
Clutch	No
Distributor (including vacuum unit)	✓
Door adjustments	No
Electronic distributor	✓
Engine management systems, computer and all allied equipment including dash/instrument panel warning indicators	✓
Fan belt	No
Fuel injection systems (all components), includes servicing and cleaning of injectors, injection pump and delivery pump	✓
Handbrake adjuster must operate	✓
Headlight direction	No
High tension plug leads breaking down	✓
Plugs and points	No
Steering box (if manual)	No
Steering box (if power)	✓
Tappet/valve clearance (if adjustable)	No
Tuning (unless fuel injected)	No
Wheel alignment	No
Wheel alignment (after steering/suspension repairs)	✓
Wheel balance	No
Wheel bearings	No

Motorcycles

The items stated below relate specifically to motorcycles and are in addition to the other warranty items listed.

Drive shaft, chain or belt (rear)	✓
Drive chain or belt adjustment	No
Engine drive chain (primary chain)	✓
Front and rear suspension (complete unit)	✓
Front brake and clutch control cables (if broken, badly worn or frayed)	✓
Gear level rubber (if split, badly worn or missing)	✓
Rear brake pedal rubber (if split, badly worn or missing)	✓
Steering damper (where factory fitted)	✓

More information

For more information about how the ACL applies to motor vehicle sales and repairs see: [Australian Consumer Law – Motor vehicle sales and repairs](#)

For advice about your responsibilities or any other matter relating to the sale or repair of motor vehicles, please contact Consumer Protection.

Telephone: 1300 30 40 54

Email: consumer@demirs.wa.gov.au

Website: www.commerce.wa.gov.au/consumer-protection/motor-vehicles

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