

Repairs and maintenance

 fairtrading.nsw.gov.au/cars-and-other-vehicles/repairs-and-maintenance

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A car or motorcycle 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.

Repairers

In NSW, repairers must be licensed and employ certified tradespeople to do any repairs that affect the safety or performance of a vehicle. Businesses that install or replace accessories that do not affect the safety or performance of a vehicle, no longer need to hold a licence to do that work. All businesses have obligations to consumers under the Australian Consumer Law.

Repairs and service

Vehicles under warranty

If you have a problem with a new car or motorcycle that is still under warranty, refer to your warranty and talk to the motor dealer who sold you the vehicle.

Maintenance schedule

Whether new or second-hand, your car or motorcycle 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. To keep your motor vehicle in top condition and to avoid the possibility of breakdown or expensive repairs in the future, you should follow the maintenance schedule. 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. Check the details of your warranty before you get a maintenance schedule. As long as the service is carried out in accordance with the manufacturer's specifications, any licensed repairer can do it, not just the dealer from whom you purchased the vehicle.

Type of service

When you book a 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. Don't ask for a service if all you require is an oil change. There is a big difference in cost.

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

Explain the problem

You will help the repairer find the problem if you describe all the symptoms. Explaining the symptoms is far better than telling the repairer what to do. For example, 'I need a new battery, this one is dead.' The reason for a flat battery may be as simple as a loose connection that requires tightening – a much cheaper repair than the cost of a new battery. Go for a test drive if necessary to demonstrate the symptoms.

Ask for a cost and time estimate

Always ask for a cost estimate or quote to fix the problem and get it in writing so there are no surprises at the end. Make sure it includes the cost of parts and labour. The repairer should be able to explain any minor increase in the cost. Ask how long the repairs will take and when your car will be ready to be collected.

Extra work required

Sometimes when a vehicle is dismantled, extra problems can be found. Leave clear instructions for the repairer to either proceed with all necessary repairs or contact you first.

People acting as your agent

If someone else is taking your car to the repairer for you, make sure that they fully understand and can explain the problem to the repairer. You are still responsible to pay the account.

Diagnosis

If a repairer spends time providing a detailed diagnosis but you decide not to carry out the repair, the repairer is entitled to charge a fee for the diagnosis.

Paying for repairs

If you're not able to pay cash, make sure you agree on a different method with the repairer before any work is carried out to your vehicle. The repairer can keep your vehicle until the invoice has been paid (possessory lien).

Tip: When a repairer applies a lien the owner can sue them for the return of the vehicle. The repairer can keep the vehicle until the court orders its return to the owner. The police cannot order the vehicle's release.

Choice of repairer following an accident

After an accident, it's important you understand the terms and conditions of your insurance policy when you require repairs. Insurers may require or oblige you to use a repairer from their network.

Warranty

For a warranty to be enforceable, it must form part of the repair contract. This means the owner must agree to its conditions and limitations. Ask the repairer to write down the warranty conditions on the invoice.

After the repairs

Have the repairs and cost explained

You can ask to see the old parts that were replaced. If reconditioned or exchange units are used this should be noted on the invoice. These parts generally cost less than new parts.

Industry licensing and certification

Fair Trading is responsible for licensing motor vehicle repair businesses and the certification of tradespeople working in repair businesses.

Courtesy vehicles

There is no formal requirement for a dealer to provide a courtesy vehicle. In some circumstances, a dealer or repairer can provide a vehicle while the repair is being done. You should make sure that the vehicle is roadworthy, registered and insured, as you may be held liable for any damage to the vehicle while it is in your possession..

Obligations of the licensed repairer

A repairer has a responsibility to make sure that the work is done in a 'tradesman like manner'. If a part fitted by a workshop is defective, substandard or unfit for its intended purpose, and is the 'cause' of an accident, a customer (but not another person such as a passenger, pedestrian or subsequent owner of a vehicle) can bring a contractual claim against the workshop under the Competition and Consumer Act 2010 (Australian Consumer Law).

A claim may also be made against the consumer guarantees if the workshop did not exercise due care and skill in repairs or testing. Consumer Guarantees for services state that services must:

Services must:

- be provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage
- be fit for the purpose or give the results that you and the business had agreed to
- be delivered within a reasonable time when there is no agreed end date.

Similar warranties are implied by common law into contracts for the supply of services by workshops.

Loss/damage to vehicle

A dealer or repairer may be liable for loss or damage while the vehicle is in the dealer's or repairer's, or a sublet repairer's custody waiting for repairs under warranty. If you believe that the repairer has acted in a dishonest or fraudulent manner, you should report it to Fair Trading, who will investigate your complaint.

Complaints about fair cost

Fair Trading can investigate a complaint about the fair cost of a repair even though there is no price control on vehicle repair costs. A repairer in one area, where operating costs are low, may charge less than another where costs are high and skilled staff are in short supply. Some repairers may charge more because of their level of skill and service.

If the owner and repairer agree on a price before the job starts, it forms part of the contract. It's generally binding on both parties whether the repairer's costs exceed the quote or the owner discovers later that the job could have been done cheaper.

TIP: If there is a disagreement about the repair and you still make the payment, this does not prevent you from lodging a dispute with Fair Trading.

Motor vehicle definition

A vehicle which is constructed or adapted to carry passengers or goods over public roads is a motor vehicle. It does not matter whether it is registered or not. A tractor or fork lift which may be registered is not constructed or adapted for the carriage of passengers or goods over public roads and is therefore not a motor vehicle.

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