

Car smart

A pocket guide to buying and owning
a vehicle in Queensland



**SMART
GUIDES**

Office of Fair Trading
www.qld.gov.au/fairtrading



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Disclaimer

This publication aims to provide consumers with a general understanding of their rights and responsibilities in the Queensland marketplace. It is not a comprehensive statement of the law.

The laws referred to in this guide are complex and various qualifications may apply to the provisions in different circumstances. You are encouraged to obtain independent legal or financial counselling advice if you are unsure of how these laws apply to your situation.

Legal advice

The Office of Fair Trading cannot give you legal advice.

We strongly recommend you seek independent legal advice before signing any contract. Ensure your solicitor is independent of any other party to the transaction.

When choosing a solicitor, shop around and compare different solicitors' experience, service and costs. Before you appoint your solicitor, ask for a detailed written quote for the work you want done.

Solicitors must carry professional indemnity insurance, which protects you if something goes wrong because of action the solicitor takes or does not take.

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Buying a used vehicle

The seller's licence

Depending on circumstances, you might buy a used vehicle from:

- a motor dealer or salesperson
- an auctioneer
- a private individual.

If the sale is part of the seller's business operations, they will need to:

- be a licensed motor dealer
- work for a motor dealer as a registered salesperson
- be a licensed chattel auctioneer (to sell by auction).

You have the right to see their licence document (they must show you at your request). You can also check their licence online (searching by name or licence number). Visit **www.qld.gov.au/fairtrading** to check the free licensing register.

The only time a person can sell a used motor vehicle without a licence or registration certificate is if:

- they are offering a vehicle for sale as a private individual (not as a business operator or employee)
- they do not run or work for a business that sells vehicles.

Warranty

When you buy a second-hand vehicle from a licensed dealer or auctioneer, you are sometimes entitled to a warranty at no extra cost. We call this a *statutory warranty*. It protects you from financial loss if your vehicle is faulty.

There are two types of statutory warranty.

‘Class A’ statutory warranty

A ‘class A’ statutory warranty covers you when:

- the odometer reading is less than 160,000km, and
- the date of manufacture is no more than 10 years before the sale date.

The warranty runs out after three months or the first 5,000km.

‘Class B’ statutory warranty

A ‘class B’ statutory warranty covers you when:

- the odometer reading is 160,000km or more, or
- the date of manufacture is more than 10 years before the sale date.

The warranty runs out after one month or the first 1,000km.

Vehicles with no statutory warranty

A vehicle **does not** have a statutory warranty if it:

- › is a motorcycle, caravan or commercial vehicle (motorhomes do have statutory warranties)
- › is being sold on consignment for a private seller (not another licensee)
- › cannot be registered because of its design
- › is on the ‘written-off’ register
- › is more than 20 years old and sold to be restored.

Dealers or auctioneers must tell you if a vehicle does not come with a statutory warranty. They must clearly identify this about a vehicle.

They can do this by:

- › clearly stating it in any advertisements for the vehicle
- › putting a notice on the windshield or price tag
- › placing signs at the main entrance to the dealership
- › giving a notice to you.

Consumer guarantees

The law automatically gives you rights when you buy goods and services, including **vehicles and trailers**. These are your *consumer guarantees*.

Depending on your circumstances, they may apply to your vehicle:

- › after the statutory warranty has run out
- › if the vehicle never had a statutory warranty at all.

‘READ THE SHOP SMART GUIDE TO LEARN MORE ABOUT **CONSUMER GUARANTEES.**’

You are guaranteed that the vehicle you buy:

- is of acceptable quality
- matches any description or demonstration model
- is fit for use in normal road conditions or normal conditions for that vehicle (such as an off-road vehicle)
- is legally available for the business to sell (with no mortgages or debts attached)
- doesn't have any undisclosed money owing on it
- comes with the right for you to own and use it
- will have spare parts and repairs available for a reasonable time
- will live up to any other promise that the business makes about its quality, condition, performance or characteristics.

Visit **www.qld.gov.au/fairtrading** or read the Shop smart guide to learn more about consumer guarantees.

Defects

Your **statutory warranty** will cover most defects. Your vehicle has a defect if a part:

- › does not do what it is supposed to do
- › has worn out so much that it no longer works.

A statutory warranty **does not cover** defects in a vehicle's:

- › tyres or tyre tubes, batteries, fitted airbags or radiator hoses
- › lights (other than a warning light or a turn indicator light used as a hazard light)
- › installed radio, tape recorder or CD player
- › aerial, spark plug, wiper rubber, distributor point, oil or oil filter, heater hose, fuel or air filter
- › paintwork or upholstery.

A 'class B' statutory warranty **does not cover** air conditioning.

You can also seek a remedy (a solution to the issue) if a business sells you a vehicle that **doesn't meet a consumer guarantee**.

Under consumer guarantees, a failure may be corrected by:

- › returning the vehicle for a refund or a replacement
- › getting repairs to the vehicle
- › being compensated, such as for a drop in value.

Statutory warranty or consumer guarantees **will not cover**:

- › accidental damage due to your own misuse or negligence
- › anything that you fitted to the vehicle after the time of sale.

Vehicle repairs under statutory warranty

If you feel you are entitled to repairs under your statutory warranty, you cannot simply have your vehicle repaired and send the bill to the warrantor. You will need to give **written notice** to the dealer of the defect.

The dealer must:

- decide if the defects are covered by your statutory warranty
- respond within five days
- tell you how to get your vehicle fixed.

If the dealer does not respond within five days, they are taken to have accepted that they will be responsible for repairing your vehicle.

You will have to deliver the vehicle to:

- the warrantor
- an authorised repairer of their choice.

If your vehicle is more than 200km from the dealership, they may choose to:

- nominate the nearest qualified repairer
- pay delivery costs if they decide to use another repairer.

If the motor dealer business has been sold, the new owner is not responsible for any repairs. The original owner is still responsible (even if they are no longer a motor dealer).

You get an extra day added to your statutory warranty for each day your vehicle is in repairs.

Cooling-off period

When you buy a used vehicle from a licensed motor dealer, you get a cooling-off period of one business day. You can change your mind about buying the vehicle during this time.

A motor dealer cannot refuse to grant you a cooling-off period.

After you sign the contract, the cooling-off period will end either:

- › on the dealer's next business day at 5pm
- › if the dealer closes before 5pm, the following business day at their usual closing time.

You can drive away with the vehicle during this time. However, you will lose your right to a cooling-off period if you do.

However, you still get the cooling-off period if you take the vehicle:

- › to an independent mechanic for an inspection
- › for a test drive.

Ending a contract in the cooling-off period

To end a contract, write to the dealer to tell them that you don't want to go ahead with the sale. The dealer may keep up to \$100 of your deposit, but must return any other money to you.

You can deliver it in person, by email or fax.

The dealer cannot stop you from using your cooling-off period rights.

Clear title

‘Clear title’ means something that is free from unpaid debt.

Never buy a vehicle that does not have clear title.

If a person has a vehicle loan, the company that lent them the money has an ‘interest’ in the vehicle. The vehicle does not have ‘clear title’, because the person does not fully own it.

If you buy a vehicle without clear title, and the previous owner defaults on their debt, the lender may repossess **your** vehicle to recover their costs.

Motor dealer sales

If you buy a vehicle from a licensed motor dealer or auctioneer, they **must** guarantee clear title. You can ask the dealer for proof in the form of a certificate from the Personal Property Securities Register (PPSR). The dealer can charge you a small fee for this.

Private sales

If you buy from a private seller, you will need to check that the vehicle has clear title. You can do this by searching the PPSR. If you print a certificate, it will act as proof of clear title for 24 hours.

If there is a debt on the vehicle, make sure the previous owner clears it before you buy the vehicle. Do another PPSR search to be sure.

To do a PPSR search or get a certificate, visit **www.ppsr.gov.au** or call **1300 007 777**.

**‘IF YOU BUY A VEHICLE FROM A LICENSED
MOTOR DEALER OR AUCTIONEER, THEY
MUST GUARANTEE CLEAR TITLE.’**

Conducting vehicle checks

Vehicle plate checks

Before you take your vehicle, you should check the build and compliance dates. These dates are found on the plates fitted to your vehicle.

The build date is the year that the vehicle was manufactured. Make sure the advertised year model of the vehicle matches the build date.

The compliance date is when the vehicle:

- › met the Australian safety standards
- › became legal to drive in Australia.

Mechanical inspection

Depending on the age and cost of the vehicle:

- › have an independent qualified mechanic look over the vehicle
- › ask the previous owner for servicing records
- › make sure that any modifications meet legal standards and are properly approved by the Department of Transport and Main Roads.

Visit **www.tmr.qld.gov.au** to find out more about modified vehicles.

Buying from a dealer

When you make any payment (including a deposit) to a licensed motor dealer, they must give you a receipt. This will include:

- › the dealer's name (or corporation name)
- › the salesperson's name and signature
- › your name
- › the cost of the vehicle
- › the amount of money you paid
- › the vehicle's identifying details.

Buying privately

If you are not buying from a licensed dealer, take extra precautions. Remember that in a private sale:

- › you will not get a statutory warranty
- › you are not entitled to a cooling-off period
- › the seller is not bound by the same laws as a licensed dealer
- › you won't be able to make a claim to the Claim Fund for compensation for any financial loss.

Visit **www.qld.gov.au/fairtrading** to find out more about the Claim Fund.

If you are involved in a private sale with someone who is a motor dealer or salesperson by trade, they will need to:

- › identify themselves as a dealer
- › treat the sale as a business transaction
- › follow all the usual rules for motor dealer sales (such as the cooling-off period and statutory warranty).

Problems with your dealer

Resolving disputes

If you have a problem with a used motor dealer, the first thing you should do is talk to them. Usually, people want to do the right thing and will be happy to fix any problems. You should write to the manager.

You can also talk to the Motor Trades Association of Queensland (MTAQ) if the dealer is a member. Visit the MTAQ website, **www.mtaq.com.au**, for more information.

Sometimes, the business won't help. If this happens, you can make a formal complaint. Visit **www.qld.gov.au/fairtrading** to explore your options.

Making a claim for compensation

We have set up a Claim Fund for anyone who has suffered a financial loss due to:

- a used motor dealer
- an auctioneer ('chattel auctioneer')
- a motor vehicle wrecker
- a motor vehicle broker
- an employee of any of the above.

There are specific situations in which we can provide compensation for a financial loss. If one of these situations takes place, you can apply for compensation by making a claim to us.

Generally speaking, a financial loss might have been caused by:

- an unlawful action or activity by an agent or dealer
- an action that they didn't do (but legally should have done).

Visit **www.qld.gov.au/fairtrading** to find out more about specific situations for making a claim.

You cannot claim about a deal involving a new vehicle.

The process may be different depending if the claim is simple or complex. Visit **www.qld.gov.au/fairtrading** to learn more about making a claim against the Claim Fund.

In the driver's seat

The Office of Fair Trading has produced a film about buying a used vehicle. It's called In the driver's seat—key questions to ask when buying a used vehicle in Queensland.

The film outlines the ways to buy a used vehicle in Queensland. It shows the simple checks that you can do yourself to make sure you get a good quality vehicle.

To view the film, visit the Office of Fair Trading's YouTube channel **www.youtube.com/fairtradingqld**

**‘VIEW OUR FILM ‘IN THE DRIVER’S SEAT—
KEY QUESTIONS TO ASK WHEN BUYING A USED
CAR IN QUEENSLAND.’**

Checklist

Buying from a licensed motor dealer

- ✓ Check the warranty conditions
- ✓ Make sure you get a receipt
- ✓ Use the cooling-off period
- ✓ Ensure clear title
- ✓ Do vehicle checks

Buying a used vehicle privately

- ✓ You are not entitled to the normal protection of the cooling-off period
- ✓ You will not get a statutory warranty
- ✓ The seller is not obliged to give you a PPSR certificate
- ✓ The seller is not bound by the same laws as licensed dealers
- ✓ You cannot access the compensation Claim Fund if anything goes wrong



Buying a new vehicle

Contract and costs

The contract of sale for a motor vehicle is a legally binding document. Do not sign the contract until:

- › you know you want to buy the vehicle
- › the contract is completely written.

Always keep a copy of what you sign. Make sure the contract has no unfavourable clauses, and that it shows the trade-in amount and a delivery date.

If you have specific requirements, make sure you write them into the contract. Some examples are:

- › ‘This contract is subject to the purchaser obtaining sufficient finance from (insert the name of your credit provider) to complete the purchase’.
- › ‘(Insert vehicle details including colour and build date) is to be delivered by (insert date) otherwise the contract will be cancelled and the deposit refunded’.

The dealer must tell you the total cost that you need to pay. This includes:

- › the actual price of the vehicle
- › transfer duty (previously known as stamp duty)
- › dealer delivery charges

- › any other levies
- › fees that must be paid before you receive the vehicle.

You might need to pay more for any extras you ask for, such as window tinting and rust proofing.

Warranties

The law automatically gives you rights when you buy goods and services, including **vehicles and trailers**. These are your consumer guarantees.

You are guaranteed that the vehicle you buy:

- › is of acceptable quality
- › matches any description or demonstration model
- › is fit for use (in normal road conditions)
- › is legally available for the business to sell (with no mortgages or debts attached, unless otherwise stated)
- › doesn't have any undisclosed money owing on it
- › comes with the right for you to own and use it
- › will have spare parts and repairs available for a reasonable time
- › will live up to any other promise that the business makes about its quality, condition, performance or characteristics.

If your new vehicle doesn't live up to these promises, you may be able to:

- › return the vehicle for a refund or a replacement
- › get repairs to the vehicle for free
- › be compensated, such as for a drop in value.

Consumer guarantees will not cover:

- › accidental damage due to your own misuse or negligence
- › anything that you fitted to the vehicle after the time of sale.

Visit **www.qld.gov.au/fairtrading** or read the Buy Smart guide to learn more about consumer guarantees.

No cooling-off period

A cooling-off period is an amount of time given to you to end the contract without large penalties. **There is no cooling-off period on the sale of a new vehicle.** Make sure you are happy with the vehicle and the terms of the contract before signing it.

A new vehicle has never been licensed or registered. A demonstration vehicle ('demo model') is not classed as a new vehicle.

Vehicle plate checks

Before you take your vehicle, you should check the build and compliance dates. These dates are found on the plates fitted to your vehicle.

The build date is the year that the vehicle was manufactured. Make sure the advertised year model of the vehicle matches the build date. Use this date to estimate the vehicle's resale value.

The compliance date is when the vehicle:

- › met the Australian safety standards
- › became legal to drive in Australia.

Negotiate the deal

As you visit each dealer, ask them to give you a firm price in writing for the model you want. Get prices from as many dealers as possible. If you can't afford a vehicle, it's not the right vehicle for you.

Pay a deposit

Dealers will often ask for a deposit to prove that you want to buy the vehicle. You should only pay the minimum deposit the dealer will accept.

Before you hand over your deposit:

- ask if it is refundable, and in what circumstances
- get a receipt for every payment you make.

Pre-delivery check

Do your own pre-delivery check on the vehicle. Check to see if:

- the paintwork has any dents or chips
- the interior has any cuts or scratches
- they included any extras that you ordered
- the advertised year model matches the build plate.

Resolving disputes

If you have a problem with a motor dealer the first thing you should do is talk to them. Usually, people want to do the right thing and will be happy to fix any problems. You should write to the manager.

You can also contact the Motor Trades Association of Queensland (MTAQ) for advice if your dealer is a member. Visit the MTAQ's website, **www.mtaq.com.au**, for more information.

Sometimes the business won't help. If this happens, you can make a formal complaint. Visit **www.qld.gov.au/fairtrading** to explore your options. Try to resolve any disputes directly with the dealer. If you are not happy with the dealer's response to your concerns, visit **www.qld.gov.au/fairtrading** to explore your options.

Checklist

If you buy a new vehicle:

- ✓ check the contract, total cost and warranty
- ✓ remember there is no cooling-off period
- ✓ check the dates on the compliance and build plates
- ✓ negotiate the best deal for you
- ✓ pay a deposit
- ✓ conduct a pre-delivery check
- ✓ understand the trader's policy for resolving disputes.



Buying at auction

You need to prepare before buying at auction. Try to go to a few auctions first to see how they work.

Before you bid at auction:

- › be aware that there is no cooling-off period
- › check the market value of the vehicle you like
- › set a realistic price and stick to it
- › study the conditions of sale
- › understand the terms of any purchase you may make.

At an auction, you must be told if the vehicle:

- › does not carry a statutory warranty
- › has sustained water damage
- › is a repairable write-off (which must pass a written-off vehicle inspection before it can be registered)
- › is a statutory write-off (which cannot be registered).

Usually you are not allowed to test drive a vehicle before bidding on it at auction. However, you should be able to inspect it.

If you buy a vehicle at auction, you must receive:

- a notice of clear title, which tells you whether or not money is owing on the vehicle
- a safety certificate (previously known as a roadworthy certificate), unless the vehicle has been identified as an unregistered vehicle
- a receipt and completed transfer of registration form.

Visit **www.tmr.qld.gov.au** to find out more about safety certificates or transfer of registration.

Remember, once the hammer falls you can't back out of your purchase.

Problems with an auctioneer

Resolving disputes

If you have a problem with an auctioneer, the first thing you should do is talk to them. Usually, people want to do the right thing and will be happy to fix any problems. You should write to the manager.

Sometimes the business won't help. If this happens, you can make a formal complaint. Visit **www.qld.gov.au/fairtrading** to explore your options.

Making a claim for compensation

We have set up a Claim Fund for anyone who has suffered a financial loss due to:

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- an auctioneer ('chattel auctioneer')
- a motor vehicle wrecker
- a motor vehicle broker
- an employee of any of the above.

There are specific situations in which we can provide compensation for a financial loss. If one of these situations takes place, you can apply for compensation by making a claim to us.

Generally speaking, a financial loss might have been caused by:

- an unlawful action or activity by an auctioneer
- an action that they didn't do (but legally should have done).

Visit **www.qld.gov.au/fairtrading** to find out about more about specific situations for making a claim. You cannot claim about a deal involving a new vehicle.

The process may be different depending on if the claim is simple or complex. Visit **www.qld.gov.au/fairtrading** to learn more about making a claim against the Claim Fund.



Repairs

Find a reputable repairer

Make sure the repairer you choose is:

- reputable
- qualified to do the job
- has access to the right equipment.

Going to the same reliable repairer each time will build up a service history for your vehicle. It will also allow the repairer to better advise you of upcoming repairs.

Make sure you are aware of your rights under your vehicle's warranty.

Get quotes

You should get at least two written quotes for any repairs or services. Estimates are often verbal and approximate, but quotes are more specific. They will tell you the exact work that will be done.

The quote should give you the full cost for parts and labour.

The repairer may need to look at your vehicle to do a written quote. Ask if they will charge you to do this before leaving your vehicle with them.

Don't let the repairer pressure you into having repairs done to your vehicle. If you are unsure about the repairs or they sound expensive, you can always shop around for other quotes and advice. Ask the repairer to explain the fault in simple language.

Explain the problems clearly

Remember, they are an expert. You don't have to identify your vehicle's exact technical problem or ask for specific repairs. They will not be responsible if you ask them to do a specific repair job and it doesn't work.

However, you should still tell them as much as you can about the problem. Be clear and specific. The more they know, the easier it will be to find the cause of the problem and fix it.

If they use their expert knowledge to figure out the problem and decide on the best job to do, they will be responsible if it doesn't work. If this happens, they will usually need to fix the problem at no charge and within a reasonable time. For some bigger problems, you can cancel the service and get a refund.

Check the payment terms

Before you agree to a repair job, check the terms of payment. If you can't pay (or agree to a payment plan), the repairer can keep your vehicle until you do pay.

Authorise all repairs

Tell the repairer they can only do repair jobs if you have specifically agreed that they can do them (before they start work). If they find more work that might need to be done (like replacing an extra part), they will need to contact you and ask if it's okay for them to do it before proceeding. You can always say no.

Get an itemised account

Before you pay for repairs, ask the repairer for an **itemised account**.

The itemised account should include:

- a description of the work done
- their labour (how much time they worked on it)
- any parts they've replaced
- any warranties that apply.

Make sure you get a receipt and keep it with your vehicle records.

The repairer should be able to tell you why they need to replace a part. If you want to keep any of the replaced parts, tell the repairer before they start to work.

Always keep a record of repairs and services done on your vehicle.

These records will help you:

- with any warranty or repair disputes
- when selling, because it shows that you have looked after your vehicle.

Resolving disputes

If you have a problem with a repairer, the first thing you should do is talk to them. Usually, people want to do the right thing and will be happy to fix any problems. You should write to the manager.

You can also contact the Motor Trades Association of Queensland (MTAQ) for advice if your repairer is a member. Visit the MTAQ's website, **www.mtaq.com.au**, for more information.

If you still are not satisfied with the response, visit **www.qld.gov.au/fairtrading** to explore your options.

‘THE REPAIRER SHOULD BE ABLE TO TELL YOU
WHY THEY NEED TO REPLACE A PART.’

Checklist

If your vehicle needs a service or repair:

- ✓ find a reputable repairer
- ✓ get quotes from at least two repairers
- ✓ explain all the problems you are experiencing
- ✓ check all payment terms and conditions
- ✓ make it clear that only work authorised by you is to be done
- ✓ ask for an itemised bill
- ✓ understand the repairer's policy for resolving disputes
- ✓ be aware of what you need to do under your vehicle's warranty.



Maintenance

The Royal Automobile Club of Queensland (RACQ) has information on a range of vehicle maintenance, design and safety issues. Visit RACQ's website at www.racq.com.au to find out more.

Regularly service your vehicle

Regular services will help keep long-term repair costs down. They can also identify minor problems. It will be safer and cheaper to get these fixed up quickly, before they become big problems. You should always follow the manufacturer's service schedule. Looking after your vehicle will give it a higher resale or trade-in value if you choose to sell.

Checklist

Make sure you regularly check that:

- ✓ all exterior lights are working
- ✓ your windscreen and windows are clean and have no chips, cracks or scratches
- ✓ the windscreen wipers and washers work properly
- ✓ the horn is working
- ✓ the handbrake holds the vehicle still on steep hills
- ✓ your seat belts are in good condition
- ✓ the tyres are in good condition and have good pressure
- ✓ your gauges and warning lights are working
- ✓ you have suitable fluid and oil levels for the engine, automatic transmission, radiator, power steering, brake, clutch, battery and windscreen washers.

Interpreting and relay services

For the national relay service for speech and hearing impaired phone **13 36 77**. For interpreting services phone **13 14 50**.

Arabic

للشفوية اتّصل بالرقم لخدمات الترجمة 13 14 50.

Bosnian

Za prevodilacke usluge nazovite 13 14 50.

Dinka

Koor ba jam ne thondu ke yi yup telepuun 13 14 50.

German

Dolmetscherdienst unter Nummer 13 14 50 erreichbar.

Greek

Για υπηρεσίες διερμηνείας τηλεφωνήστε στο 13 14 50.

Hindi

दुभाषीय सेवाओं के लिए फोन करें 13 14 50.

Italian

Per avere un interprete chiamare il 13 14 50.

Japanese

通訳サービスは電話番号 13 14 50 へおかけください.

Korean

통역 서비스를 원하시면 13 14 50 으로 전화하십시오.

Samoan

Mo auaunaga a faamatala'upu telefoni le 13 14 50.

Simplified Chinese

若欲取得口译服务，请您拨打 13 14 50.

Traditional Chinese

若欲取得口譯服務，請您撥打 13 14 50.

Spanish

Para servicios de interpretacion llame al 13 14 50.

Vietnamese

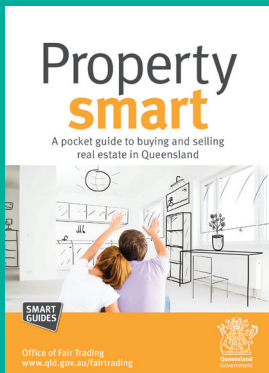
Muốn sử dụng Dịch vụ Thông Ngôn điện thoại số 13 14 50.

Notes:

This smart guide contains essential information about buying products and services in Queensland. You can find more information at www.qld.gov.au/fairtrading

There are other fair trading smart guides:

- › **Shop smart:** A pocket guide to buying products and services in Queensland
- › **Property smart:** A pocket guide to buying and selling real estate in Queensland



Office of Fair Trading

www.qld.gov.au/fairtrading

Phone: **13 QGOV** (13 74 68)

Email: Brisbane.OFT@justice.qld.gov.au

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