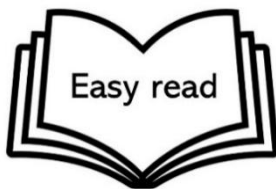


Buying a used car



This is an Easy Read document, but you may still need help reading it.

A friend, family member or support person may be able to help you.



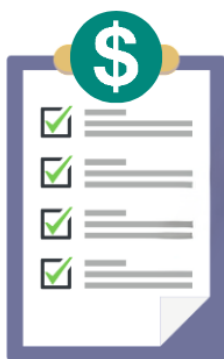
Buying a car is an important decision, so take your time deciding which car is right for you.



Don't let anyone pressure you to buy a car that they are selling.



Work out how much you can afford to spend to buy the car.



Make sure you also have enough money to pay for stamp duty, transfer fees, registration and insurance.



Look at different cars for sale to compare cars and prices. You can look online or visit car dealerships.

Buying from a private seller



There can be risks when buying a car from someone who is not a licensed car dealer.

They might not be the registered owner, or they may try to hide damage.



If there have been events like major flooding or hail in one part of Australia, a car owner might try to sell their car to someone in a different state, like in South Australia. They might try to hide the damage.

Follow these tips to lower the risk.



Take the car for a test drive.



Get an independent mechanic to check the car and the engine.



Check the government's **Personal Property Securities Register**.

This register will tell you:



- if the car has been damaged



- if someone owes money on the car.



If you buy a car and someone else owes money on it, a debt collector could take your car away.



Check the register at www.ppsr.gov.au



There is a small fee to check this register, but doing a check gives you peace of mind.

Buying from a licensed vehicle dealer



The law protects you when you buy from a licensed dealer.

- ✓ Roadworthy
- ✓ Known defects - tell you

A dealer must only sell vehicles that are **roadworthy**.

A dealer should tell you about any known **defects** (problems). **The car still has to be safe to safe to drive when you buy it.**



A dealer should not sell a vehicle that is a statutory **write-off**.



A dealer must tell you if a car has ever been recorded as wrecked, written off or has had a lot of damage because it has been exposed to water.

Consumer guarantees

If you buy from a licensed dealer, you get **consumer guarantees**.

This means that:



- the car must be good quality



- the car must be able to do what the dealer said it could - e.g. tow a caravan



- the car must match a sample or demonstration model



- the dealer must give truthful information about the car



- the dealer will check to make sure no one else owes money on the car



- the dealer or manufacturer must do what they promise in a warranty.



The dealer must help you if a consumer guarantee is not met.



For example, in some cases car repairs could be done at no cost to you.

Warranty



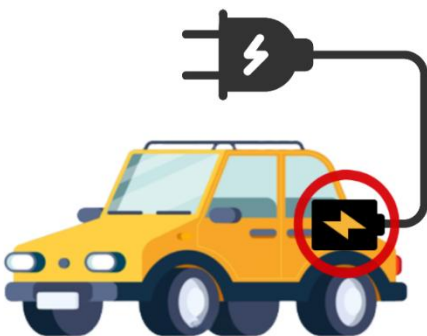
A warranty is a promise that the car dealer makes about fixing a problem for free.



You will usually get a warranty if the price you pay for the car is more than \$3,000.



If you need repairs to be done under the warranty, contact the dealer.



If you buy an electric or hybrid car, the main battery is covered under the warranty.

Taking things out of the warranty



You cannot give up (**waive**) the overall warranty on your car.



But you and the dealer can agree that some problems (defects) with the car won't be fixed under the warranty.



This might help you get a lower price, but the car must still be safe to drive when you buy it.



All problems that you agree won't be fixed under warranty must be listed on a **Notice of Defects**.



Both you and the dealer must sign the Notice of Defects before you sign the contract to buy the car.



The contract

Make sure everything you negotiate with the dealer is in writing.



When you buy from a dealer, you get a **cooling off period**. This means you can cancel the contract and not buy the car.

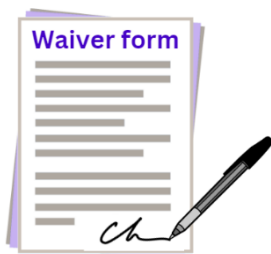
You must give the dealer written notice before the cooling off period ends.



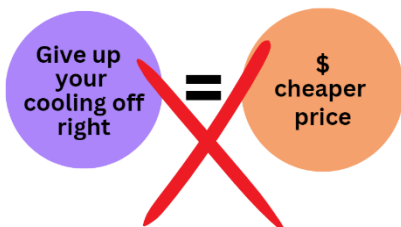
The cooling off period is for 2 business days. Saturday is a business day for car dealers.



If you need to take the car with you straight away you can give up (**waive**) your right to a cooling off period.



You will need to sign a **waiver form** and a **witness** must see you sign the waiver form. The witness cannot be the dealer or a salesperson involved in the sale.



A dealer must not encourage you to give up your right to cool off – e.g. by offering a cheaper price for the car.

Buying at auction



An auction is where people who want to buy a car make **bids** for the price they are willing to pay for the car. The person who makes the highest bid gets the car.

There are some risks if you buy a car at auction.



You may not be able to test drive the car before the auction or check the car thoroughly.



There is no cooling off period, so you cannot return the car if you change your mind.



If the person who owns the car before the auction is not a car dealer, you do not get a warranty or consumer guarantees.



If the auction house owns the car, they must give you consumer guarantees.



For more information

Visit www.cbs.sa.gov.au/cars to watch the short videos for tips about buying a second-hand car.

Contact Consumer and Business Services via:



- <https://www.cbs.sa.gov.au/contact>



- or telephone 131 882

If there is a problem

If something goes wrong with a car you have bought, visit the web page SA.GOV.AU - Disputes about a second-hand car.



This page has an online form with steps to help fix the problem.