

Office of Fair Trading

Buying a caravan

Buying a caravan or camper trailer is a significant investment, and you should take all possible steps to protect yourself before making a purchase.

This fact sheet has been designed to help you understand your rights when you buy a caravan from a business.

Buying from a business or a private seller?

Consumers have more rights and protections when they buy from a business rather than a private seller. When you buy privately the transaction is not covered by consumer protection legislation, each transaction is considered a contractual matter. If you are considering buying privately you should consider seeking advice before you sign any documents or pay any money.

Consumer guarantees

As a consumer, you have certain rights when you buy goods or services, including caravans.

The Australian Consumer Law (ACL), sets out a series of 'consumer guarantees' which say goods sold by businesses must:

- be of acceptable quality (including being durable and safe)
- match any description, sample or demonstration model provided
- be fit for any specified purpose
- have clear title
- have spare parts and repairs available for a reasonable period
- not have undisclosed securities
- ensure any express warranties will be honoured.

If you buy a caravan that does not meet these guarantees you are entitled to have the problem fixed. Depending on the seriousness of the problem, the seller might have to give you a refund, replacement or repair.

These guarantees apply equally to parts or components of caravans. For example, if an item like a fridge is installed in a caravan, it must also meet the consumer guarantees, and you have a right to a remedy if it doesn't.

If you buy a caravan and later discover a problem, you should contact the seller who sold it to you. The seller is not allowed to refer you to the manufacturer. They must help you resolve the problem themselves. It does not matter if the problem is with a caravan part, component or item, the seller is still responsible for resolving the problem.

If you aren't able to resolve the problem with the seller, make a complaint to the Office of Fair Trading (OFT) at www.qld.gov.au/fairtrading.

Fact sheet

Failure to supply

It is illegal for any business to take money and not supply the goods or services paid for by a consumer.

To protect yourself, you should:

- avoid paying the full price up-front, even for custom-built caravans
- pay a deposit, and make reasonable progress payments
- ensure delivery and payment dates are clearly specified in the contract of sale
- follow-up immediately with the seller if a delivery date is not met
- make a formal complaint to the OFT at www.qld.gov.au/fairtrading if you don't get an acceptable resolution from the seller if there is a problem.

Buying new

When you buy a caravan, you will be asked to sign a contract of sale. The dealer must give you a contract of sale and guarantee there is no money owing on the caravan from previous owners.

Make sure you carefully read the contract and clarify anything you don't understand or agree with. A caravan is a significant investment. Don't let yourself be pressured into signing before you have had a chance to read and understand the contract.

Any contract term that limits your consumer guarantee rights is illegal and would have no legal effect if the seller tried to rely on it. Such terms might include:

- a 'no refunds' statement. It is illegal to state 'no refunds' or similar statements such as 'no refunds on specials', as these terms imply it's not possible to get a refund under any circumstances, including for faulty items. While traders don't have to give you a refund if you change your mind, you are entitled to one if there is a major failure.
- limiting consumer rights to a specific time. A limit may apply to an extended warranty or manufacturer's warranty, but these types of warranties are in addition to your consumer guarantee rights which apply for a 'reasonable time'
- limiting legal jurisdiction. If a consumer purchases an item in Queensland from a seller, Queensland courts and tribunals have jurisdiction regardless of any contract term.
- limiting the seller's liability for items installed in the caravan that have been manufactured by third parties
- requiring you to sign a non-disclosure agreement to access your consumer right to a refund, replacement or repair for a fault.

Unfair terms in standard-form contracts are not lawful. If a contract of sale is presented to you, and you don't have a chance to negotiate the terms, it is a standard-form contract.

Unfair contract terms are terms which unfairly advantage the seller. Only a court can make a ruling on whether a term is unfair. If a court does make a ruling that a term is unfair, it is excluded from the contract as if it never existed, but the rest of the contract terms remain in force.

You may also be eligible to lodge a claim for compensation with the OFT if you suffer financial loss as a result of certain illegal actions of a motor dealer.

Fact sheet

Buying second-hand

If you are buying a second-hand caravan, we recommend purchasing it from a licensed motor dealer. You have added consumer protections when you buy a second-hand caravan from a licensed motor dealer.

When you buy a caravan from a motor dealer the dealer must ask you to sign a contract of sale and give you a guarantee there is no money owing on the caravan from previous owners.

Make sure you carefully read the contract and clarify anything you don't understand or agree with before you sign. There is no cooling off period for caravan sales. The OFT strongly recommends consumers obtain their own independent inspection before they sign a contract. Don't let yourself be pressured.

Should you suffer a financial loss as a result of certain illegal actions of a motor dealer you may be eligible to lodge a claim for compensation with the OFT.

If you do choose to buy a second-hand caravan privately, you need to take extra steps to protect yourself. Search the Personal Property Securities Register at www.ppsr.gov.au, and get an independent mechanical inspection. If you are buying online, never pay money for a caravan if you have not inspected it in person.

Queensland Civil and Administrative Tribunal (QCAT)

From 1 September 2019, the level for claims that can be handled by the Queensland Civil and Administrative Tribunal (QCAT) increased from \$25,000 to \$100,000 for motor vehicles and caravans.

This means that if you purchased a caravan from a business and your consumer guarantees have not been met or you are in dispute with the seller for an amount up to \$100,000, the matter can be heard by the tribunal. If you purchase privately the tribunal does not have jurisdiction.

Additional information

- Website: www.qld.gov.au/fairtrading
- Phone: 13 QGOV (13 74 68)
- Email: Oft.compliance@justice.qld.gov.au