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**Feature Article**

**Go by the Rules**

Part V

Do you make an effort to ask questions, inspect products, find out about warranty/guarantee and seek clarification before spending your hard earned cash?

When you do not act responsibly, you put yourself at risk when purchasing items which leaves a hole in your pocket particularly in cases where you spend all your life savings.

The golden rule is that consumers need to treat every transaction with extreme caution particularly when buying a second hand vehicle. Consumers have to do their bit because the Self Regulating Guideline for Sale of Second Hand Motor Vehicles (SRG) clearly outlines the consumer obligations.

The guideline also sets out ground rules for the traders by highlighting their responsibility to reveal correct, full and timely disclosures.

The SRG takes note of trader concerns regarding consumers failing to honour financial obligations, making false allegations and failing to accept redress being provided and/or demanding unreasonable redress from them. And as such, the SRG outlines few areas where **a trader will not be held liable**. As per Section 114(2) of the *Fiji Commerce Commission Decree 2010*, the trader is not liable for:

- fair, wear and tear where the vehicle broke down or fault emerged through normal usage
- misuse or accidental damage to the vehicle by the consumer
- any fault or defect shown by the trader before the vehicle is purchased by the consumer, for example, if a trader drew consumer's attention towards some defect in the vehicle and despite that the consumer decides to buy the vehicle then he/she cannot complain later.

A trader is expected to take a lead role in disclosing crucial information to the customer on **any defect in the motor vehicle in writing** that could make the vehicle unfit for its purpose or of unmerchantable quality.

In this way, consumers will know exactly what they are buying and also have the necessary information on how much repair works is required after buying the vehicle. The written declaration on the defects in the vehicle is always useful to prevent any dispute between the buyer and the seller.

If a consumer specifically requests for a vehicle for a particular purpose then SRG is clear on the **trader's obligation to provide the vehicle for that purpose that the consumer has requested for** [s112 of the Decree].

Further to this, when it comes to vehicle repossession, the trader can repossess the motor vehicle if:

- the buyer (consumer) has breached the financing terms in the service agreement
- the buyer (consumer) has passed the expiry of a written notice being served by the trader on the last known address provided and the period fixed by the notice (being not less than 21 days after the notice was served).

The Council is urging the second-hand vehicle traders as well as consumers to read and understand the SRG on the buying and selling of motor vehicles so that this is done in accordance with the rules in place. The SRG is quite clear on the respective rights and obligations of both the buyer and the seller.

The SRG outlines the conduct of the traders along with consumers to ensure there is a balanced approach towards promoting trade and protecting consumers from unfair deals. The key aim of the guideline is to enhance consumer protection and to avoid non-compliance of the Commerce Commission Decree 2010.