

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: 1 yr 9m 9d summer guarantees and supplier indemnification on provisions under the Australian Consumer Law
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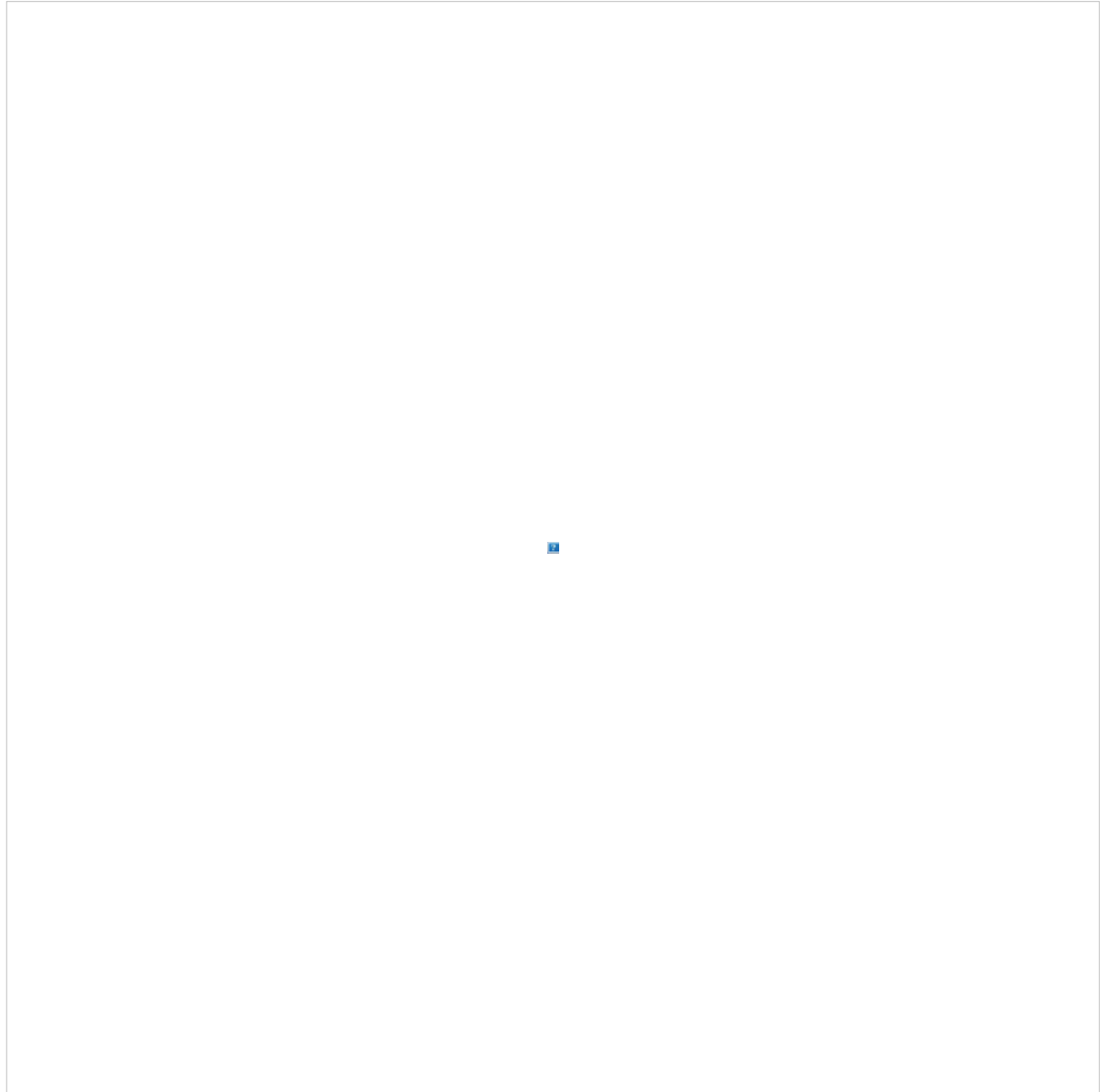
Dear Sir

I purchased a brand new River caravan in 2017. I saw one at the Maitland Camping & Caravan Show and after a lot of discussion and a visit to the factory, placed an order for one through Parravans Windsor. It was agreed I would supply the Redarc Electronics and Revolution Lithium batteries and the wheels and tyres. The delivery was 2 months late and after having a number of defects fixed, eventually was ready a month later for handover. However this was cut short by the person doing the handover having to rectify further defects. Then there was further delay as the office person had not been told of the 4 year warranty, and he had to complete this.

Up to the final handover, the dealer/seller Steve Edwards was only to happy to deal with any matter that arose. There were a number of defects which became apparent as soon as I was able to thoroughly inspect it, mainly in the electrical wiring. Most of this I attended to myself.

After a short while on a shakedown trip to Atherton in North Queensland, I found cracks in the interior wall lining when cleaning excess silastic off the floor and walls. The caravan was returned to the seller Parravans Windsor who returned it to the manufacturer River. They carried out some repairs which were not satisfactory to the seller's service manager. He tried to get further repairs carried out but these were not satisfactory. At this stage the seller manager Steve Edwards said "what more can we do?"

I then took the matter to NCAT, No MV 18/17048. At the initial hearing/negotiation, it was apparent that the person hearing the matter had read the papers and as the matter could not be settled, it was set down for hearing. At the hearing, the seller stated that the plywood supplier was prepared to replace the plywood. The member although acknowledging that the caravan was not fit for the purpose, ordered the repairs be carried out. She said she would publish her reasons but never did.



Eventually after not having the use of our caravan for 12 months, it was returned.

We travelled in 2019 but it was all fine weather. After our return, I took the caravan to Parravans at Windsor for service and for fixing of further defects. After a month, it turns out Parravans was waiting for authorisation from AWM for the repairs. Some work was done. The service was not carried out as requested. I took the caravan away and on the way home, the brakes began to smoke, which was pointed out by a postman. I rang Parravans who advised me to take the caravan to All About Caravan Repairs at Doyalson, which I did and Peter there checked the brakes and I arranged to take it back to him for service. I spoke direct to AWM about the minor defects which were things like faulty catches, lights not working all of which were simple things and I ordered the parts and put them in myself and AWM re-imbursed me for the cost. Also I had the caravan underneath resealed at a local panel beater as it leaked dust badly. Also it was discovered that the awning had not been installed properly and had to be replaced.

Due to Covid, we stayed home in 2020. In 2021 we travelled to Victoria where we had heavy rain. We then found that water was leaking through the windows on one side. I sealed around the windows with silastic and we continued to Western Australia. I advised Steve Edwards, the seller of the problem whose reply was that it was 2 years since the repairs had been carried out and that the repairs were to the inside only. He said to contact AWM pick the caravan up about the problem. He sent photos of the work being carried out which shows the interior windows removed. However, as confirmed by the person who normally serviced the caravan, the interior windows screw to the exterior frame and the exterior window frame should have been resealed. I attempted to get a report done in Western Australia but a) they were all busy and b) I was told that the report should be done by the person doing the repairs. I then spoke to Peter and booked the caravan in with Peter & Jenny at All About Caravan Repairs for investigation of the leak, service and another couple of things. Due to Covid in the eastern states, we stayed in the west until October.

I extended the time for taking the caravan to All About Caravan Repairs for two weeks to allow us to clean out the caravan. I took it down there on 15 November 2021 for assessment and repair. I then found out the business had been sold to Steve Edwards and another. I discussed the requirements with Mal the manager and Mitch the service manager. I was told they would not be able to do the work before December. On about the 11 January I rang and spoke to Mal who after a bit of discussion said they did not want to do the work and I could pick the caravan up. I rang the next day to arrange the time and it was agreed they would carry out the servicing, which they did. Whilst speaking to Mal and Mitch, it turned out that Steve Taylor had said not to do the work. The caravan was there for nearly 2 months for nothing, despite the advice from Steve Taylor.

"Mr Hill

It has been over 2 years since the caravan was returned to you from Urban what has happened since then is impossible to determine.

So as I mentioned in a previous email you should contact a local repairer and lodge a claim through AWN to see if it will be authorised."

I have now arranged for another repairer to assess the repairs. He advised that the job done by The repairer for Urban Republic was not done properly and that as the interior lining is stapled to the frames and forms part of the strength of the caravan, the outside panels should have been removed and repaired properly. His opinion was that the caravan should have been written off originally as it was not fit for the purpose it was sold for.

When the report is received I will be submitting it to AWM but if not accepted, I will take the matter back to NCAT.

My submission is that sellers should be better advised as to buyers rights under the Consumer Legislation. I found the original service manager was very oblig but Steve Edwards seemed to behave as if every claim under warranty was a claim against him personally, which immediately leads to a hostile environment, which makes any negotiation pointless.

Regards Philip W Hill
[REDACTED]