

AUSTRALIA / JUDGMENT

Spajic v Carline Automotive Pty Ltd

[2026] NSWCATAP 283**COURT**

Civil and Administrative Tribunal

DECIDED

07 September 2026

BEFOREI R Coleman SC ADCJ, Principal Member
D Robertson, Principal Member**CASE / FILE NUMBER**2026/00156130
Decision under appeal

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Civil and Administrative Tribunal New South Wales

Medium Neutral Citation: Spajic v Carline Automotive Pty Ltd [2026] NSWCATAP 283**Hearing dates:** 11 August 2026**Date of orders:** 7 September 2026**Decision date:** 07 September 2026**Jurisdiction:** Appeal Panel**Before:** I R Coleman SC ADCJ, Principal Member
D Robertson, Principal Member**Decision:** (1) Leave to appeal refused.
(2) Appeal dismissed.**Catchwords:** CONSUMER LAW — consumer guarantees — supply of services — guarantee as to due care and skill — guarantee as to fitness for particular purpose — guarantee as to reasonable time for supply — content of guarantees**Legislation Cited:** Australian Consumer Law (NSW)
Civil and Administrative Tribunal Act 2013 (NSW)
Fair Trading Act 1987 (NSW)

Cases Cited:	Collins v Urban [2014] NSWCATAP 17 Manly Council v Byrne and Anor [2004] NSWCA 123 New South Wales Land and Housing Corporation v Orr [2019] NSWCA 231 Ros v Commissioner of Police [2020] NSWCATAP 70 Ryan v BKB Motor Vehicle Repairs Pty Ltd [2017] NSWCATAP 39 Selkirk v The Owners-Strata Plan No 2661; The Owners-Strata Plan No 2661 v Selkirk [2026] NSWCATAP 211 Thomas and Naaz Pty Ltd v Chief Commissioner of State Revenue [2023] NSWCA 40 Unique Commercial Property Group Limited v Cusumano [2024] NSWCATAP 24
Category:	Principal judgment
Parties:	Gabriella Spajic (Appellant) Carline Automotive Pty Ltd (Respondent)
Representation:	Appellant (self-represented) P Bourke (Director) (Respondent)
File Number(s):	2026/00156130 Decision under appeal
Court or tribunal:	Civil and Administrative Tribunal
Jurisdiction:	Consumer and Commercial Division
Date of Decision:	06 April 2026
Before:	D Ash, General Member
File Number(s):	2025/00318499

REASONS FOR DECISION

By Notice of Appeal filed on 15 April 2026 Gabriella Spajic (Appellant) appealed against orders made by the Consumer and Commercial Division of the Tribunal on 6 April 2026 in proceedings between the Appellant and Carline Automotive Pty Ltd (Respondent). The Appellant also sought leave to appeal against the Tribunal's orders.

By Reply filed on 28 April 2026 the Respondent sought that the appeal be dismissed and that leave to appeal be refused.

The orders of the Tribunal

The Appellant's claim against the Respondent arose from the provision of goods and services by the Respondent in respect of a motor vehicle owned by the Appellant. The Tribunal ordered the Respondent to pay the Appellant the sum of \$570, but otherwise dismissed her claim. In lieu of the order of the Tribunal at first instance, the Appellant sought that the Respondent be ordered to grant the relief sought by her at first instance, being:

“(a) \$7,887.35 paid to the Respondent for the services;

- (b) \$176 for the cost of towing the vehicle to the Respondent;
- (c) \$320 for the fine incurred while the vehicle was in the Respondent's possession; and
- (d) \$1,820.50 as compensation for the cost of rectification, or such other amount as the Appeal Panel considers appropriate."

The Appellant filed a bundle of documents behind six Tabs, which included the Appellant's submissions in support of her appeal, and her application for leave to appeal. On 12 June 2026 the Respondent filed submissions in answer to the Appellant's submissions. On 24 June 2026 the Appellant filed submissions in response to the Respondent's submissions. On 26 June 2026 the Respondent filed submissions in response to the Appellant's submissions of 24 June 2026.

Neither party was legally represented at the hearing of the appeal. The Appeal Panel explained to the parties that we were unable to give legal advice to them, that the appeal, and application for leave to appeal were not "second goes" or "re-runs" of the hearing at first instance, and that demonstrating that the Tribunal at first instance might have decided the case differently did not, without more, establish appealable error. The Appeal Panel also explained to the parties the principles governing the appeal, and the application for leave to appeal by reference to the principles emerging from the decision of the Appeal Panel in *Collins v Urban* [2014] NSWCATAP 17 (*Collins*).

The reasons for the decision of the Tribunal at first instance

The Tribunal published detailed reasons for its decision. The Appellant challenges the adequacy of those reasons.

The Tribunal identified the Appellant's claim as being a consumer claim within the provisions of Part 6A of the Fair Trading Act 1987 (NSW). The Tribunal identified, correctly, that the Appellant asserted "want of due care and skill, a want of fitness for disclosed purpose, and a want of reasonable time for supply" pursuant to the guarantees and remedies provided by the Australian Consumer Law (ACL).

The Tribunal recorded, accurately, the Appellant's contention that there had been a "major failure" entitling her to a refund of monies paid by her to the Respondent for the provision of goods and services. Potentially favourable for the Appellant, the Tribunal recorded that:

"Although the claim is couched largely in terms of a refund, the fair and equitable approach is to ask, if a major failure is not made out and if, therefore, the case for a refund is not made out, whether there is still a want of compliance with the guarantees justifying a reasonable sum in compensation."

The facts recorded by the Tribunal included that:

in late 2022 the Appellant purchased a Toyota motor vehicle which had been manufactured in about 1998;

the Respondent was in the business of providing car services and repairs;

in early January 2023 the Appellant and/or her father requested the Respondent to “look over the car”;

on 5 January 2023 the Respondent raised an invoice for \$191.35;

the vehicle odometer then read 174,760 kilometres;

the Respondent performed a service on the vehicle and stated that the next service was due in six months or at 185,000 kilometres;

the Respondent recorded repairs which were needed to a globe, to the handbrake, to the washer bottle, to the rear shock absorbers, to “valve cover gasket leaking bad needs replacing” and recorded that the “injector need service & new seals”;

the Appellant alleged that the vehicle began to “turn off while she was driving it”, that she took the vehicle to the Respondent on more than one occasion between January 2023 and October 2025 for that to be addressed, but “the problem was never fixed”;

the Tribunal accepted that, whilst this was a “recurring issue” as alleged by the Appellant, it also accepted the evidence of the Respondent that it was “intermittent in the sense that it occurred while the consumer was driving” and that the Respondent was “unable to replicate the issues during service”;

the Appellant alleged that in January 2023 the Respondent advised her that there “could be a gasket issue”, in reliance upon which the Appellant instructed the Respondent to undertake work on the valve cover gasket, for which it invoiced the Appellant \$500;

the Appellant alleged that in February 2023 the Respondent “recommended an injector service”. The Appellant paid the Respondent \$1,250 for work done on the injector;

in April 2023 the Appellant alleged that the Respondent “advised the car needed a new fuel pump” which it was agreed that the Respondent would arrange to have supplied, the total cost for such work being \$5,946, which the Appellant paid. The Appellant took delivery of the car in mid-2023. There were no “further dealings” in relation to the vehicle until February 2024;

the Appellant alleged that she “continued to experience the issue and stopped driving the car in July 2023”. In October 2023 the Appellant contacted a third party mechanic who agreed to look at the car for her for no fee. The Appellant adduced no evidence of what that mechanic concluded. The Appellant alleged that “based on the mechanic’s advice” she “decided to return the car to the (Respondent) to have it repaired under warranty”. The Tribunal recorded that the reference to “warranty” was not to an express warranty, but an assertion of the Appellant’s rights under the ACL guarantee regime;

the vehicle was towed at a cost of \$176. The Respondent left the car on a public road. The Appellant was fined for leaving an unregistered car on the road;

the Tribunal found that the Respondent had a duty once it took possession of the vehicle to ensure that the car was able to be kept on a public street without the possibility that its owner would be fined and that, accordingly, the Appellant was entitled to recoup the \$320 fine from the Respondent. That sum was part of the \$570 in total which the Appellant was awarded;

by letter dated 17 July 2025, but apparently written after 1 August 2025, the Appellant wrote to the Respondent's franchisor setting out her complaints, including the multiple "excuses for the delay".

In relation to the delay in providing certain goods and services, the Tribunal accepted that "the availability of parts for an import over 25 years old is different from the availability of parts for cars being sold locally and new". There was no evidence before the Tribunal which established that the delay was referable to any act or omission of the Respondent.

The Tribunal then considered the evidence concerning the "spill valve" on the Appellant's vehicle and recorded that:

"(a) the spill valve is a standalone sealed unit;

- (b) there is no expert evidence as to its role apart from statements by and inferences from the [Respondent] and the third party [who supplied the replacement fuel pump];
- (c) ... it may reasonably be inferred that the spill valve, the fuel pump and the injectors have a purpose of getting fuel into the engine in a timely manner"

And that:

"a cutting out of a car on the road may well give rise to a suspicion that one or other of the units which have the purpose of getting fuel into the engine in a timely manner, is in want of service"

The Tribunal recorded that the third party supplier of the replacement fuel pump, in an email to the Respondent dated 13 October 2025 informed the Respondent that "testing the fuel pump, ... could not take place because of the state of the spill valve" and that "when the testing procedure is initialised, an audible clicking sound is meant to be heard from the spill valve, indicating that it is (in) operation, however in the case of your pump, no clicking sound could be heard".

The position of the third party supplier of the fuel pump was recorded as:

"(a) the spill valve was working when it performed the replacement of the separate unit, the fuel pump, in mid 2023;

- (b) the spill valve was no longer working by the time [the Respondent] resent the fuel pump to it in mid-2025; and
- (c) the quote for the work is \$1,698.95."

The Respondent collected the fuel pump from the third party in early October 2025.

The Tribunal identified, accurately, the basis of the Appellant's claim and her reliance on a quote for \$1,820.50 from another mechanic dated November 2025 which the Tribunal found did not "identify either the issue or what [the Respondent] is said to have done by way of want of compliance with the consumer guarantees. In the main it is no more than a quote to do identified work and identified checks, with due notification of further costs if they become necessary in the course of the check". Those findings have not been challenged.

Under the heading "Determination" the Tribunal considered each of the components of what it identified as the Appellant's refund and/or compensation claims. The Tribunal rejected the Appellant's claim for a refund of the payment made by her on 5 January 2023 on the basis that "the car came in for a look, [the Respondent] performed modest services and advised that matters needed assessing". The Tribunal rejected the refund claimed by the Appellant in respect of the Respondent's invoice of 11 January 2023, which related to the gasket which had been identified as an issue in the earlier invoice. The Tribunal held that there was "no cogent evidence that [the Respondent] failed to conduct the work with due care and skill. There is no evidence that a reasonable person in its position ought to have formed the view that the work would not address the issue". The appellant does not suggest that she adduced any expert evidence before the Tribunal at first instance expressing opinions which supported her allegations. Nor does the Appellant suggest that she herself was qualified to express such opinions.

In relation to the installation of the new fuel pump, the Tribunal found that there was "no reason to suppose that this was not, in April 2023, a reasonable step to take" and that, "While it may be able to be said that the system of getting fuel in a timely manner involves injectors, a fuel pump and a spill valve, there is no evidence that a reasonable person in the position of the supplier was required in exercising due care and skill to look at all items and/or to repair each". The Tribunal found that "The most that can be said is that there was from January an apparency in this old car as to a failure in the injector/s and that this was addressed in February, and that upon further inspection there was an apparency as to a failure in the pump and that this was addressed". The Tribunal was not prepared to go "beyond this". No expert evidence was adduced by the Appellant which cast doubt on any of those findings.

The Tribunal recorded that the Appellant's vehicle was "an old car with significant mileage", which had "an identification of general issues in January 2023", the "possibility that the injectors and/or the fuel pump may have been a cause of the problem emerging in February 2023". The Tribunal found it to be a "possibility" that the spill valve "while not apparently a cause up to mid-2023 may have become a cause at a later time, and in recording this possibility it rejected the consumer's statement that the spill valve failed only after February 2024". The Tribunal held that "These things do not amount to evidence that a reasonable person in the position of the supplier ought to have engaged in a particular course of action".

The Tribunal observed that “The consumer guarantee as to service is not a guarantee that the service will address the issue raised. It is a guarantee of due care and skill”. As will be seen, in substance, the Appellant’s case is that the guarantee is that the goods and services provided by the Respondent would address her vehicle’s various issues.

The Tribunal addressed the Appellant’s reliance on “the consumer guarantee with respect to fitness for purpose”, but was not satisfied that the “consumer guarantee was engaged”. The Tribunal found that the Appellant “experienced an issue with a car, that she identified it to [the Respondent] and that [the Respondent] agreed to address it. There was a car with an issue and [the Respondent] was subject to the consumer guarantee to address the issue with due care and skill. The only purpose was to get a car not functioning as a car to function as a car. That is not a particular purpose within the meaning of the other consumer guarantee”.

The Tribunal addressed the Appellant’s claim with respect to the alleged failure of the Respondent to provide the goods and services within a reasonable time. The Tribunal rejected that claim in reliance upon “contemporaneous documents”, they being emails between the third party supplier of parts and the Respondent. The Tribunal accepted that the Respondent’s delay in completing the work was “because of a stock shortage”, rather than any failure of due diligence on the part of the Respondent.

To the extent that the Respondent may have failed to comply with the consumer guarantee as to timeliness, the Tribunal recorded that the Appellant “provides no particular evidence of any loss to her, and indeed she did not use the car from well before November 2023”. The Tribunal however held that the fact that the Appellant “waited for so long before pursuing the matter cannot absolve [the Respondent] from the failure” but that “there is nothing material suggesting that reasonable compensation ought to be more than nominal”. The Tribunal accordingly awarded the Appellant \$250. For the reasons which it recorded, the Tribunal rejected the Appellant’s claim for towing fees on the basis that she “unilaterally” incurred that cost. For the reasons which it had earlier recorded, the Tribunal ordered that the Respondent pay the \$320 fine.

The principles governing the appeal and application for leave to appeal

Internal appeals against decisions of the Tribunal may be made to the Appeal Panel as of right on a question of law, and otherwise with leave (that is, permission) of the Appeal Panel: s 80(2) of the Civil and Administrative Tribunal Act 2013 (NSW) (CAT Act) on other grounds. An appellant cannot convert a challenge which is wholly or partly factual to one which is on a point of law, just by including those words in the formulation of a ground of appeal (*Thomas and Naaz Pty Ltd v Chief Commissioner of State Revenue* [2023] NSWCA 40, at [32]).

An appeal under s 80(1) of the CAT Act from a final Tribunal decision is focused upon whether the appellant has established an error on a question of law, or otherwise (if leave to appeal is sought) in reliance upon the evidence and submissions before the Tribunal and the manner in which the Tribunal hearing was conducted. In certain circumstances, fresh or further evidence can be admitted (*Ros v Commissioner of Police* [2020] NSWCATAP 70, at [29]-[43]).

An appeal is not simply an opportunity for a dissatisfied or aggrieved party to re-argue the case which had been unsuccessfully pursued at first instance: *Ryan v BKB Motor Vehicle Repairs Pty Ltd* [2017] NSWCATAP 39, at [10]. Persuading the Appeal Panel that the case may have been decided differently, or that, had the Members of the Appeal Panel decided the case at first instance, they would have made a different decision does not establish error on a question of law, or provide a basis for granting leave to appeal.

What constitutes an error on a question of law was extensively considered by the Appeal Panel in *Unique Commercial Property Group Limited v Cusumano* [2024] NSWCATAP 204 (*Cusumano*) at [25]-[40]. An appeal in reliance on an error on a question of law is able to be made as of right and does not require leave. A mixed error of fact and law requires leave to appeal.

In *Cusumano*, at [33], the Appeal Panel observed that the categories of questions of law are “not closed” and, at [37] stated:

“What constitutes a question of law is vexed and context dependent in the sense that the distinction between matters of fact and of law may turn on the circumstances in which the question arises”

(citations omitted).

It is unnecessary for present purposes to set out all the examples of error on a question of law which were discussed in *Cusumano*.

However, as summarised in *Selkirk v The Owners-Strata Plan No 2661; The Owners-Strata Plan No 2661 v Selkirk* [2026] NSWCATAP 211 (*Selkirk*) at [156], an error on a question of law may arise in circumstances which include:

“(1) Failure to provide procedural fairness at the hearing;

- (2) No jurisdictional power to make an order;
- (3) A constructive failure to exercise jurisdiction, in the sense of a failure to consider a ‘substantial, clearly articulated argument relying upon established facts’ that was within the jurisdiction of the Tribunal to determine;
- (4) Applying the wrong legal principles (identified in isolation to the factual findings) which materially affected the outcome. However, the wrong application of the correct legal principles to the facts is an error of mixed fact and law for which leave to appeal is required under s 80(2)(b) of the CAT Act;

- (5) Making a factual finding where there was no evidence at all to substantiate the factual finding. However, a wrong finding of fact does not amount to an error of law. An erroneous finding of fact, including the drawing of an inference or the erroneous failure to find a fact or failure to draw an inference, which is perverse in the sense that it is contrary to the overwhelming weight of the evidence, is not an error of law.”

(citations omitted).

The Panel in Selkirk further commented at [157]:

“The circumstances in which the Appeal Panel may grant leave to appeal from decisions made in the Consumer and Commercial Division are limited to those set out in cl 12(1)(a)-(c) of Sch 4 of the CAT Act. In such cases, the Appeal Panel must be satisfied that the appellant may have suffered a substantial miscarriage of justice on the basis that:

- (a) the decision of the Tribunal under appeal was not fair and equitable;
- (b) the decision of the Tribunal under appeal was against the weight of evidence; or
- (c) significant new evidence has arisen (being evidence that was not reasonably available at the time the proceedings under appeal were being dealt with).”

In Collins, the Appeal Panel recorded, at [76], that a substantial miscarriage of justice for the purposes of cl 12(1) of Sch 4 may have been suffered where:

“...there was a ‘significant possibility’ or a ‘chance which was fairly open’ that a different and more favourable result would have been achieved for the appellant had the relevant circumstance in para (a) or para (b) not occurred or if the fresh evidence under para (c) had been before the Tribunal at first instance.”

Relevantly for present purposes, the Appeal Panel recorded, at [84], that, in order to be granted leave to appeal, an applicant must demonstrate:

something more than that the primary decision maker was arguably wrong in the conclusion arrived at or that there was a bona fide challenge to an issue of fact;

an injustice that is reasonably clear, which goes beyond what is arguable, or an error that is plain and readily apparent which is central to the decision, so that it would be unjust to allow the decision to stand;

a factual error that was unreasonably arrived at and clearly mistaken, or;

the Tribunal having gone about the fact finding process in such an unorthodox manner or in such a way that it was likely to produce an unfair result if it were not reviewed.

Even if the Appellant establishes that she may have suffered a substantial miscarriage of justice in the sense explained above, the Appeal Panel retains the discretion to grant or decline to grant leave under s 80(2) of the CAT Act: Selkirk at [159].

The Appellant's grounds of appeal

The Appellant's grounds of appeal asserted:

“Ground 1 - error of law: misapplication of s 60 of the Australian Consumer law;

Ground 2 – error of law: misapplication of s 61 of the Australian Consumer Law;

Ground 3 – error of law: failure to properly determine sections 267 and 268 of the Australian Consumer Law;

Ground 4 – error of law: failure to give adequate reasons and to address the Appellant's case.

Ground 5 – error or law: wrong legal characterisation of the services.”

As will be seen, despite the terms in which they have been pleaded, grounds 1, 2, 3 and 5 are in substance challenges to the Tribunal's decision which turn on the findings of fact with respect to each of the issues referred to in the Appellant's submissions.

The inadequate reasons challenge

Ground 4, which does assert error on a question of law, can be swiftly disposed of. The directions of the Appeal Panel of 4 May 2026 provided (order 2(d)) that, if the Appellant was relying in the appeal on anything which happened at the hearing at first instance she should provide the Appeal Panel with a transcript of the hearing. The Appellant has not done so. As the authorities which the Court of Appeal considered in *New South Wales Land and Housing Corporation v Orr* [2019] NSWCA 231 (Orr) have consistently confirmed, the Tribunal's reasons needed to engage with the issues which the parties raised. Unless it emerges from the Tribunal's reasons, or the evidence which was before it, that an issue requiring consideration was not traversed in the reasons, the absence of the transcript creates an obstacle to the potential success of this ground.

As the Appeal Panel's review of the reasons confirms, the Tribunal at first instance addressed numerous issues which neither party suggests were not raised in the proceedings before it. The reasons address those issues in a logical and ordered manner, and record the Tribunal's findings with respect to them, and why the findings were made. Many of the findings were made in reliance on documents, the authenticity of which, at least inferentially, was not challenged at first instance, and was not challenged on appeal.

Other than in general terms, the Appellant has not identified in what way the reasons for the decision of the Tribunal at first instance are submitted to have been inadequate. In the absence of the transcript, or any other basis for doing so, the Appeal Panel does not accept that any issue agitated by the Appellant at first instance was not adequately dealt with in the Tribunal's reasons for its decision. Nor does it accept that the Tribunal considered any issue which was not raised. The reasons of the Tribunal for its decision adequately reveal what the case before it was about, and why it was decided as it was. The reasons satisfy the requirements of adequacy discussed by the Court of Appeal in *Orr* and mandated by s 60(3) of the CAT Act.

The remaining grounds of appeal

Properly understood, the basis on which the Appellant seeks to appeal, or be granted leave to appeal, is that, although the Tribunal at first instance did not make any erroneous findings of primary fact, it erred by failing to draw the inferences or conclusions from them which she sought.

With respect to the Appellant, in substance, although pleaded in terms asserting questions of law, her grounds of appeal, as agitated by her, involve no more than assertions that the Tribunal at first instance should have made the decision sought by her. As explained to the parties during the hearing of the appeal, as an evaluative determination, minds could reasonably differ in relation to the findings which were open on the evidence, and the inferences or conclusions which could reasonably be drawn in reliance on them. Simply demonstrating that different inferences or conclusions were available to the Tribunal at first instance does not establish that those of the Tribunal at first instance were wrong in law.

In substance, the Appellant's grounds asserting misapplication of ss 60, 61, 267 and 268 of the ACL involve accepting that, because the Tribunal at first instance did not find that the Appellant had proved her case, the Tribunal must, in some unidentified way, have misapplied one or more of those provisions. If the Tribunal at first instance erred, it did so on an issue(s) of fact. Such errors do not involve questions of law, or, to the extent that they do, involve mixed questions of fact and law, and require a grant of leave to appeal.

No finding of primary fact made by the Tribunal has been shown to have lacked an evidentiary foundation. The Tribunal's reasons extensively engage with the evidence upon which each party relied. The Appellant has not identified any failure of the Tribunal to make a finding with respect to any issue about which there was evidence before the Tribunal. Nor has the Appellant demonstrated that any inference or conclusion drawn or reached by the Tribunal lacked an evident and intelligible basis, or involved drawing inferences or conclusions which were not reasonably available on the undisputed factual evidence. To the extent that the decision of the Tribunal at first instance turned on credibility, which the Appeal Panel does not perceive that it did to any significant degree, nothing to which the Appellant has referred the Tribunal demonstrates that the Tribunal erred in accepting the evidence of the Respondent. The Appellant has not demonstrated error on a question of law.

Leave to appeal

It is necessary to consider whether the Appellant has shown grounds for the grant of leave to appeal.

As the Tribunal noted in its reasons, the Appellant's motor vehicle was 25 years old when first seen by the Respondent, at which time it had travelled 174,760 kilometres. As the Tribunal recognised, that had implications with respect to what the Respondent's provision of goods and services could reasonably have been expected to have achieved.

The Appellant has not demonstrated that the Tribunal's findings with respect to the Respondent's identification of relevant issues, performance of services and provision of parts appropriate to deal with those issues was other than as the parties agreed would be provided, or otherwise deficient in any relevant sense. The Tribunal recorded that the Appellant had allegedly obtained advice from a third party mechanic in October 2023, and found that there was "no evidence of what the mechanic concluded". That finding was not challenged by the Appellant. Although the Tribunal did not do so, it could have inferred from the unexplained failure to have adduced that evidence that it would not have assisted the Appellant's case (*Manly Council v Byrne and Anor* [2004] NSWCA 123).

The Appellant has not demonstrated that any of the Tribunal's findings of fact with respect to the absence of expert evidence demonstrating any lack of skill or diligence on the part of the Respondent was wrong, or not open to it on the evidence. The Appellant bore the onus of proving on the balance of probabilities that the services provided by the Respondent were in breach of the various ACL warranties on which she relied.

The parties agreed on numerous occasions that the Respondent would provide goods and services for the Appellant's vehicle. On each occasion, the Respondent did what the parties agreed that it would do. There was no evidence that the Respondent failed on any occasion to do what it had contracted to do. There was no express or implied agreement that the Respondent would do more than it had agreed to do, or that it was obliged in some unspecified way to provide goods and services which would overcome all or any issues which the Appellant's 25 year old vehicle may have developed.

The Appellant has not established any basis upon which, on the principles outlined in *Collins*, leave to appeal should be granted.

Conclusion

No ground of appeal having been made out and the application for leave to appeal not having been made out, leave to appeal is refused and the appeal will be dismissed.

Order

Leave to appeal refused.

Appeal dismissed.

I hereby certify that this is a true and accurate record of the reasons for decision of the Civil and Administrative Tribunal of New South Wales.

Registrar

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