

COMPETITION AND CONSUMER ACT 2010

Undertaking to the Australian Competition and Consumer Commission given for the purposes of section 87B of the *Competition and Consumer Act 2010*

by

Grays eCommerce Group Limited ACN 125 736 914

1. Person giving the Undertaking

1.1. This Undertaking is given to the Australian Competition and Consumer Commission (**ACCC**) by Grays eCommerce Group Limited t/a Grays (ACN 125 736 914) (**Grays**), for the purposes of section 87B of the *Competition and Consumer Act 2010* (**CCA**) (**Undertaking**).

2. Background

2.1. Grays is a supplier of retail and auction services and specialises in industrial, automotive, consumer and commercial goods. Grays operates an online auction platform at www.grays.com.

Admissions and Court proceedings

2.2. Grays admits that between 1 July 2020 and 30 June 2022 (**Relevant Period**) it made false or misleading representations in listing vehicles for sale on its online auction platform, including about the vehicles' quality, features, characteristics and/or legal title and contravened ss 18, 29(1)(a), 29(1)(g), 29(1)(m) and 33 of the Australian Consumer Law (**ACL**) (**Admitted Conduct**).

2.3. The ACCC will institute proceedings in the Federal Court of Australia against Grays with an agreed statement of facts and admissions (the **Proceedings**) in connection with the Admitted Conduct. Grays and the ACCC will jointly seek relief orders in the Proceedings, including declarations, compliance program orders and a pecuniary penalty of \$10 million.

2.4. Grays cooperated with the ACCC in relation to the investigation and has co-operated in the Proceedings by making early admissions, by agreeing the statement of facts and admissions and by offering this Undertaking to the ACCC. It intends to continue to co-operate by making joint submissions on relief in the Proceedings.

3. Commencement and term of this Undertaking

3.1. This Undertaking comes into effect upon:

- a) this Undertaking being executed by Grays;
- b) this Undertaking so executed being accepted by the ACCC; and
- c) the making of final orders by the Federal Court in the Proceedings.

(the **Commencement Date**).

3.2. The Undertaking has effect for three (3) years after the Commencement Date.

3.3. Upon commencement of this Undertaking, Grays' undertakes to assume the obligations set out in paragraphs 5 to 6.

4. Voluntary Consumer Redress Program

4.1. From 16 June 2022, Grays commenced offering redress to certain consumers (excluding consumers who purchased vehicles from Grays in South Australia and Western Australia)

who made a complaint to Grays between 1 July 2020 and 30 June 2022 concerning the misdescription of vehicles which amounted to a breach of the ACL (**Voluntary Consumer Redress Program**). Grays engaged law firm Gilbert + Tobin (**G + T**) to assess eligibility and to implement the Voluntary Consumer Redress Program.

- 4.2. As at the date of this Undertaking being offered to the ACCC, G + T has completed approximately 60% of the complaints review (excluding South Australia and Western Australia) pursuant to the Voluntary Consumer Redress Program.

5. Undertakings

Relevant Complaint

- 5.1. **Relevant Complaint** means a complaint or escalation made to Grays by a consumer concerning a misdescription relating to the described condition or other characteristics of a vehicle purchased by the consumer through the Grays online auction platform.
- 5.2. Grays undertakes that it will identify all Relevant Complaints from the complaints it received during the Relevant Period.

Eligible Consumers

- 5.3. **Eligible Consumer** means a consumer who:
- a) Either:
 - i. Grays identifies as having made a Relevant Complaint during the Relevant Period; or
 - ii. contacts Grays during the term of this Undertaking and provides information to Grays demonstrating a basis on which the consumer could have made or did make a Relevant Complaint at or around the time the consumer purchased the vehicle prior to the Commencement Date, whether or not the complaint was made; and
 - b) Grays assesses as being entitled to redress in accordance with the provisions of this Undertaking.
- 5.4. Grays undertakes to review each Relevant Complaint identified in accordance with paragraph 5.2 (including those made in accordance with paragraph 5.3.a.ii)), to determine whether the consumer who made, or who had a basis to make, the Relevant Complaint is an Eligible Consumer.
- 5.5. **Relevant Information** means all information available to Grays concerning the listing, description and/or sale of the vehicle, including but not limited to (where applicable):
- a) complaints and the complaint 'Ticket number';
 - b) the vehicle's VIN number;
 - c) details of the vehicle listing, and listing link if available;
 - d) any record of communications between Grays, the consumer, vendor and/or a third party;
 - e) photos of the vehicle;
 - f) relevant invoices; and
 - g) any information provided by the consumer that demonstrates that they had a basis to make a Relevant Complaint.

- 5.6. For the purposes of each assessment required by paragraph 5.4, Grays will review all Relevant Information.
- 5.7. Grays undertakes that it will respond to each consumer who contacts Grays during the term of this Undertaking with a Relevant Complaint (or with information that meets the description in paragraph 5.3(a)(ii)) and will inform each such consumer of:
- a) the outcome of Grays' assessment; and
 - b) the consumer's right to have Grays' assessment reviewed by the Independent Arbiter in accordance with paragraphs 5.18. and 6.1.

Consumer Redress Program

- 5.8. Grays undertakes that it will provide the following remediation to each Eligible Consumer:
- a) where a significant characteristic of the vehicle has been incorrectly described, such as the make, model or transmission of the vehicle or where the vehicle was unsafe and/or unfit to drive (**Major Misdescription**), at the Eligible Consumer's option:
 - i. return the vehicle to Grays, at Grays' expense, for a full refund; or
 - ii. retain the vehicle and receive a refund of 30% of the amount paid for the vehicle;
 - b) where a characteristic of the vehicle, other than a significant characteristic, has been incorrectly described and where the vehicle could not readily and inexpensively be repaired or otherwise altered to match the description (**Less Major Misdescription**), at the Eligible Consumer's option:
 - i. return the vehicle to Grays, at Grays' expense, for a full refund; or
 - ii. retain the vehicle and receive a refund of 20% of the amount paid for the vehicle; and
 - c) where a characteristic of the vehicle, other than a significant characteristic, has been incorrectly described, but the vehicle could readily and inexpensively be repaired or otherwise altered to match the description, or where the incorrectly described characteristic is unlikely to have materially affected the value of the vehicle (**Minor Misdescription**), a refund of \$300.

(Consumer Redress Program)

- 5.9. Grays undertakes that it will take all reasonable steps to provide redress to Eligible Consumers, and respond to all consumers in accordance with paragraph 5.7. within 90 days of the Commencement Date of this Undertaking (if Grays received the Relevant Complaint before the Commencement Date) or within 90 days of receiving the Relevant Complaint (if Grays receives the Relevant Complaint after the Commencement Date).
- 5.10. Grays will, by 120 days after the Commencement Date, provide a report to the ACCC that includes the following information, as at 90 days after the Commencement Date:
- a) confirmation of whether or not Grays has carried out its obligations under this Undertaking in connection with the Consumer Redress Program and provide an explanation for any non-compliance with such obligations;
 - b) the number of redress offers made to Eligible Consumers identified by Grays;
 - c) the number of redress offers made to Eligible Consumers who identified themselves to Grays;
 - d) the number of redress offers accepted by Eligible Consumers;

- e) the total amount of redress paid to each Eligible Consumer and in total in carrying out the Consumer Redress Program; and
- f) the total number of consumers assessed as not an Eligible Consumer in accordance with paragraph 5.4.

5.11. For the purposes of monitoring compliance with this Consumer Redress Program, the ACCC may make reasonable inquiries of Grays in respect of its compliance with this Undertaking and Grays will respond to such inquiries within a reasonable period of time. If requested by the ACCC during the Term of this Undertaking, Grays will, at its own expense, cause to be produced and provide to the ACCC copies of such documents (excluding any legally privileged documents) in its power, possession or control evidencing Grays' compliance with the obligations set out in this Undertaking.

5.12. Grays undertakes that it will:

- a) send an email to each Eligible Consumer in the form at Annexure A;
- b) if the email referred to in subparagraph 5.12.a) is not responded to within one week, sending a follow up email to the consumer, in the form at Annexure A;
- c) if the email referred to in subparagraph 5.12.b) is not responded to within one week, placing a call to the telephone number on file in accordance with the script at Annexure A, or, if there is no telephone number on file, with an email in the form at Annexure B; and
- d) if the telephone call referred to in subparagraph 5.12.c) is not answered, sending a final reminder by text message to the telephone number on file (where there is a telephone number on file) in the form at Annexure A.

For the avoidance of doubt, Grays is not required to contact Eligible Consumers that made a Relevant Complaint during the Relevant Period if Grays has previously contacted the Eligible Consumer in a manner that substantially complies with the process set out in this clause 5.12 as part of its Voluntary Consumer Redress Program.

Record keeping

5.13. Grays will keep a record of all assessments it undertakes for Eligible Consumers in accordance with paragraph 5.4. for a period of 3 years from the Commencement Date, including:

- a) Grays' assessment of whether a consumer is assessed to be an Eligible Consumer; and
- b) the documents considered as part of the assessment.

Dedicated contact lines

5.14. Grays undertakes that for the purposes of handling consumer contacts and queries in relation to the Consumer Redress Program, it will, at its own cost and by the Commencement Date, have in place:

- a) a 1300 telephone number; and
- b) a dedicated email inbox.

5.15. Grays undertakes that the 1300 telephone number and dedicated email inbox specified in paragraph 5.14. will be monitored and responded to by suitably trained customer service representatives.

Independent Complaints Review

5.16. Grays undertakes that it will, at its own expense, and within 45 days of the Commencement Date engage a suitably qualified independent third-party to be approved by

the ACCC (**Independent Arbiter**) who must satisfy the requirements in paragraph 5.17., to conduct a review of the Consumer Redress Program and the Voluntary Consumer Redress Program (**Independent Complaints Review**).

- 5.17. The Independent Arbiter will qualify as 'independent' on the basis that they:
- a) are an Australian legal practitioner with expertise in the ACL;
 - b) did not conduct, design or implement the process for the Voluntary Consumer Redress Program or Consumer Redress Program;
 - c) is not a present or past staff member or director of Grays, its related bodies corporate or Quadrant Private Equity;
 - d) has not acted and does not act for, and does not consult and has not consulted to Grays, its related bodies corporate or Quadrant Private Equity; and
 - e) has no significant shareholding or other interests in Grays, its related bodies corporate or Quadrant Private Equity.
- 5.18. The Independent Arbiter will be engaged by Grays to conduct the Independent Complaints Review including:
- a) reviewing a random sample of 20% of the complaints or contacts assessed as Eligible Consumers, 20% of complaints or contacts assessed as not an Eligible consumer in accordance with paragraph 5.4., and any complaints escalated in accordance with clause 6.1 and determining whether each consumer:
 - i. is an Eligible Consumer; and
 - ii. the redress each Eligible Consumer should receive in accordance with the Consumer Redress Program;
 - b) in determining the issues outlined at paragraphs 5.18.a, the Independent Arbiter may be guided by the sample of complaint assessments at **Annexure C**;
 - c) where the Independent Arbiter determines that an Eligible Consumer is entitled to redress, and the consumer has not been offered redress by Grays, Grays will offer redress to the consumer in accordance with the Independent Arbiter's assessment;
 - d) where the Independent Arbiter determines that an Eligible Consumer was entitled to:
 - i. a higher category of redress than Grays' assessment, Grays will offer the additional redress to the consumer in accordance with the Independent Arbiter's assessment;
 - ii. a lower category of redress or no redress, Grays will take no further action; and
 - e) at the conclusion of reviewing the first 20% sample, if the Independent Arbiter disagrees with more than 10% of the findings from the sample of Grays' review, the Independent Arbiter will review a further 10% sample. This process will continue until the margin of disagreement is below 10%.
- 5.19. Grays shall provide the Independent Arbiter with the information, documents and reasonable assistance necessary for the Independent Arbiter to conduct the Independent Complaints Review, including but not limited to all Relevant Information.
- 5.20. Grays shall take all reasonable steps to enable the Independent Arbiter's review to be completed within 60 days of the engagement. The parties to this Undertaking recognise that further time may be needed if the Independent Arbiter is required to review further samples as envisaged in paragraph 5.18.e). The parties to this Undertaking further recognise that

given the Consumer Redress Program and the Voluntary Consumer Redress Program will be conducted in tranches, the Independent Arbiter may need to conduct more than one Independent Complaints Review to review a 20% sample of the total complaints or contacts assessed.

5.21. The Independent Arbiter's determination shall be binding on Grays and shall not be subject to review.

5.22. Grays undertakes that within 14 days of the completion of the Independent Complaint Review it will engage the Independent Arbiter to provide a report to the ACCC detailing the outcome of the Independent Complaints Review, including:

- a) confirmation of the completion of the Independent Complaints Review;
- b) the number of complaints reviewed by the Independent Arbiter;
- c) the percentage of complaints in which the Independent Arbiter disagreed with the assessment of eligibility for redress or amount of redress by Grays; and
- d) whether the additional review process as set out in paragraph 5.18.e) was undertaken by the Independent Arbiter, and if so, the results of each such additional review.

6. Dispute Resolution

6.1. In the event that a consumer that made a Relevant Complaint during the Relevant Period, or that contacts Grays in accordance with paragraph 5.3.a.ii, expresses that they are unsatisfied with Grays' assessment of their complaint or contact, Grays undertakes to escalate the complaint to the Independent Arbiter for review in accordance with the process at paragraph 5.18. (a) to (d). Grays may make reasonable enquiries of such consumer to allow the consumer to explain the reason/s they are unsatisfied with Grays' assessment of their complaint and to suggest the redress the consumer believes they are entitled to and provide this information to the Independent Arbiter.

6.2. Grays undertakes that it will publish or cause to be published on its online auction platform and mobile site a statement in the form and terms as set out in Annexure B.

6.3. In circumstances where a consumer contacts Grays seeking redress under the Consumer Redress Program, and the consumer's complaint is in a date range yet to be assessed by Grays as part of the Consumer Redress Program, Grays will advise the consumer of the likely approximate date in which their complaint will be assessed within 14 days of the contact.

7. Acknowledgements

7.1. Grays acknowledges that:

- a) the ACCC will make this Undertaking publicly available including by publishing it on the ACCC's public register of section 87B Undertakings on its website;
- b) the ACCC may, from time to time, make public reference to this Undertaking, including in news media statements and in ACCC publications;
- c) this Undertaking in no way derogates from the rights and remedies available to any other person arising from the alleged conduct; and
- d) a summary of the Consumer Redress Program report as outlined in paragraphs 5.10 and 5.22 may be published and held with this Undertaking on the public register.

Executed by

Grays eCommerce Group Limited (ACN 125 736 914) pursuant to section 127(1) of the *Corporations Act 2001* (Cth) by:



.....
Signature of Director

Simon Pither

.....
Name of Director (print)

19 February, 2024

.....
Date



.....
Signature of Director/~~Company~~ Secretary

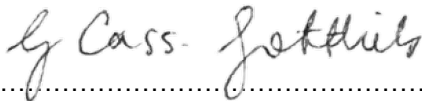
Spiro Haralambopoulos

.....
Name of Director/~~Company~~ Secretary (print)

19 February, 2024

.....
Date

Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the *Competition and Consumer Act 2010* (Cth)



.....
Gina Cass-Gottlieb

Chair

This 23rd day of February 2024

Annexure A - Communications with consumers - REDACTED

Annexure B

Grays will, within 30 days of the Commencement Date of this Undertaking, publish or cause to be published on its Website and mobile site a statement in the form and terms as set out below, ensuring that:

- (a) the statement is prominently hyperlinked at the top of the automotive homepage of the Website and mobile site;
- (b) the statement remains on the Website and mobile site for no less than 30 days; and
- (c) the statement shall:
 - (i) have a bold type heading in at least 16 point type and the body of the statement shall be in a type not less than 11 point; and
 - (ii) include the business logo of Grays at the top.

STATEMENT

[Grays logo]

GRAYS FOUND TO HAVE MADE FALSE OR MISLEADING MOTOR VEHICLE DESCRIPTIONS

Grays misled some consumers about the quality, features, characteristics, and/or legal title of vehicles in listing vehicles for sale on its online auction platform.

If you purchased a vehicle or made a complaint to Grays about a vehicle you purchased from www.grays.com, and the vehicle was incorrectly described, you may be entitled to compensation.

Grays is reviewing its records to assess customer complaints received from 1 July 2020 to 30 June 2022 to consider eligibility for redress. Grays will shortly be contacting customers who may be entitled to redress for our conduct. If you have not already received some form of redress and do not receive contact from us within 14 days, you may contact Grays on 1800 958 463 / customerservice@grays.com.au to see if you are entitled to some form of redress.

If you have not previously made a complaint to Grays, but purchased a vehicle from Grays and have evidence to demonstrate that the vehicle was incorrectly described, you may contact Grays on 1800 958 463 / customerservice@grays.com.au XXX to see if you are entitled to redress.

If you disagree with Grays' assessment as to your entitlement to redress, please contact Grays to arrange a review by an independent third party at no cost to you .

Following court action by the Australian Competition and Consumer Commission (**ACCC**), the Federal Court of Australia has ordered by consent that as a result of Grays incorrectly describing vehicles in the course of advertising and selling vehicles on its online auction platform, Grays engaged in misleading or deceptive conduct, and/or made false or misleading representations and/or engaged in conduct liable to mislead the public, and therefore contravened sections 18, 29(1)(a), 29(1)(g), 29(1)(m) and/or 33 of the Australian Consumer Law (**ACL**).

Grays acknowledged and admitted this conduct and expresses its sincere apologies to any customers affected by its conduct.

To minimise the risk of this happening again, Grays has undertaken to assume a number of obligations under a court enforceable undertaking accepted by the ACCC, which can be viewed at www.accc.gov.au. As part of this Undertaking, Grays has agreed to:

- a) refrain from engaging in similar false or misleading conduct in the future;
- b) remediate affected customers; and
- c) issue this corrective notice.

Annexure C

1. Complaint categories

- a) Where a significant characteristic of the vehicle has been incorrectly described, such as the make, model or transmission of the vehicle or where the vehicle was unsafe and/or unfit to drive, this is deemed to be a **Major Misdescription**.
- b) Where a characteristic of the vehicle, other than a significant characteristic, has been incorrectly described and where the vehicle could not readily and inexpensively be repaired or otherwise altered to match the description, this is deemed to be a **Less Major Misdescription**.
- c) Where a characteristic of the vehicle, other than a significant characteristic, has been incorrectly described, but the vehicle could readily and inexpensively be repaired or otherwise altered to match the description, or where the incorrectly described characteristic is unlikely to have materially affected the value of the vehicle, this is deemed to be a **Minor Misdescription**.

2. Sample Complaint Assessments

Redress Category	Misdescription Type	Example Summary Complaint
Major		
Major	Identifying Characteristics Representation - Year, make and model	Listing stated the vehicle was a "2012 Citroen C5 HDi Exclusive Turbo Diesel Automatic Sedan. No. of Cylinders: 6, Engine Capacity: 2.7", when in fact the vehicle was a 4 cylinder with a 2 litre engine capacity.
Major	Identifying Characteristics Representation - Fuel type	Listing stated the vehicle was "Petrol", when in fact the vehicle runs on LPG.
Major	Identifying Characteristics Representation - Transmission type	Listing stated the vehicle was a "2012 Peugeot 308 Import Automatic Hatchback. Transmission: Automatic", when in fact the vehicle was a manual.
Major	Identifying Characteristics Representation – VIN and/or engine number	Listing stated "Engine No: CFG585768" when in fact the engine number was CFG585182.
Major	External verifications representation - Odometer reading	Listing stated the vehicle had an "Indicated Odometer Reading: 91457", when in fact the vehicle's odometer reading was higher.
Major	External verifications representation - WOVR	Listing did not state that the vehicle was on the Written-Off Vehicles Register (WOVR), when in fact the vehicle was listed on WOVR.
Major	External verifications representation – Owner's manual	Listing stated the vehicle had an "Owners Manual: Yes, Service History: Yes", when in fact neither the owner's manual nor service history were provided to the customer.

Redress Category	Misdescription Type	Example Summary Complaint
	or service history	
Major	Features and accessories representation	Listing stated that the vehicle had airbags, when in fact the vehicle did not have an airbag/s.
Major	Identifiable Issues – odometer tampering	Listing described the vehicle as having a stated odometer reading, when in fact the vehicle’s odometer had been tampered with making the listed odometer reading incorrect. Grays had previously sold the same vehicle with a higher listed odometer reading.
Major	Non-disclosure of identifiable issues - Warning indication lights	Listing did not describe any engine or mechanical warning lights, when in fact the vehicle had such warning lights on.
Major	Non-disclosure of identifiable issues - Engine did not turnover	Listing stated " <i>Engine Turns Over: Yes</i> ", when in fact the engine would not turn over.
Major	Non-disclosure of identifiable issues - Corrosion	Listing stated " <i>Paint & Panel: Good; Exterior: Minor Scratches Evident</i> ", when in fact the vehicle had significant rusting which was identifiable, including corrosion on the chassis, rendering the car unable to be registered.
Major	Non-disclosure of identifiable issues - Smoke	Listing did not specify any smoke issues, when in fact there was black smoke coming out of the vehicle when it started.
Major	Non-disclosure of identifiable issues – Oil Leak	Listing did not specify any oil leak issues, when in fact the vehicle was leaking oil.
Major	Non-disclosure of identifiable issues – Observable major mechanical issue	Listing did not specify any mechanical issues, when in fact the vehicle had no reverse gear.
Major	Non-disclosure of identifiable issues – Engine noise	Listing did not specify any mechanical issues, when in fact the vehicle had a noticeable loud engine noise on start-up.
Major	Non-disclosure of identifiable issues – Observable major mechanical issue	Listing did not specify any mechanical issues, when in fact the vehicle had faulty brakes.
Major	Non-disclosure of identifiable issues – Observable major	Listing did not specify any mechanical issues, when in fact the vehicle had a faulty transmission.

Redress Category	Misdescription Type	Example Summary Complaint
	mechanical issue	
Major	Non-disclosure of identifiable issues – Observable major mechanical issue	Listing did not specify any mechanical issues, when in fact the vehicle did not steer.
Major	Non-disclosure of identifiable issues	Listing did not specify any seat belt faults, when in fact the seat belts on the back seats has been removed.
Major	External verifications representation – Takata Airbag recall	Listing did not specify that the vehicle was subject to a mandatory airbag recall, when in fact the vehicle was subject to a mandatory airbag recall.
Major	Condition representation	Listing stated " <i>Seats and Upholstery: Good</i> ", when in fact the interior of the vehicle had major water damage and/or significant mould.
Less Major		
Less Major	Identifying Characteristics Representation - year, make and model	Listing stated the vehicle was a "2012 Mazda CX-5 - 4WD", when in fact the vehicle was an AWD.
Less Major	External verifications representation - Owner's manual or service history	Listing stated the vehicle had a " <i>Service History: Yes</i> ", when in fact the service history was not provided to the customer.
Less Major	External verifications representation – Clear title	Listing did not describe the vehicle as having finance owing, when in fact the vehicle was confiscated by police, impounded and un-registerable for a period because it was registered with an encumbrance.
Less Major	Features and accessories representations	Listing stated that features of the vehicle included a " <i>sunroof</i> ", when in fact the vehicle had no sunroof.
Less Major	Non-disclosure of identifiable issues - Corrosion	Listing stated " <i>Paint & Panel: Good; Exterior: Various scratches and dents, inspection advised</i> " and made no mention of corrosion, when in fact the vehicle had visible rust on the side of the car.
Less Major	Non-disclosure of identifiable issues - Hail damage	Listing stated " <i>Paint & Panel – Good; marks, dents and scratches</i> ", when in fact the vehicle had visible hail damage.
Less Major	Non-disclosure of identifiable issues – Vehicle Condition	Listing did not specify any windscreen faults, when in fact the vehicle had a cracked windscreen.

Redress Category	Misdescription Type	Example Summary Complaint
Less Major	Non-disclosure of identifiable issues – Vehicle Condition	Listing did not specify any door faults, when in fact the vehicle door could not be locked or closed properly.
Less Major	Condition representation	Listing stated “ <i>Paint & Panel: Good</i> ”, when in fact the paint had evident marks, dents and scratches to the exterior of the vehicle, which was not specified in the listing description.
Less Major	Condition representation	Listing stated “ <i>Seats and Upholstery: Fair</i> ”, when in fact the vehicle had water in the interior and/or mould.
Less Major	Condition representation	Listing stated “ <i>Paint & Panel: Good</i> ”, when in fact the vehicle’s bumper was broken or falling off.
Minor		
Minor	Identifying Characteristics Representation – VIN and/or engine number	Listing described the vehicle as having a stated VIN, when in fact the vehicle’s VIN was inaccurate which prevented the customer from registering the vehicle until the invoice was reissued by Grays.
Minor	External verifications representation - RWC	Listing stated the vehicle had a “ <i>Roadworthy Certificate expiring on 17/9/2020</i> ”, when in fact the Roadworthy Certificate expired on 7/9/2020.
Minor	External verifications representation - Registration	Listing described the vehicle as “ <i>Sold Unregistered, Without Plates</i> ”, when in fact the vehicle was sold to the customer with registration that needed to be cancelled.
Minor	External verifications representation - Owner’s manual or service history	Listing stated the vehicle had a “ <i>Service History: Yes</i> ”, when in fact two pages from the service history book were missing. The customer was able to seek a digital copy of the service history from the car manufacturer.
Minor	External verifications representation – Clear title	Listing did not describe the vehicle as having finance owing, when in fact the vehicle did have an encumbrance, which Grays arranged to be removed immediately after being notified.
Minor	Features and accessories representations	Listing stated that features of the vehicle included “ <i>Key: Yes; Spare Key: Yes</i> ”, when in fact the vehicle had no spare key.
Minor	Non-disclosure of identifiable issues – Vehicle Condition	Listing did not specify any windscreen faults, when in fact the vehicle had scratches on the windscreen.
Minor	Non-disclosure of identifiable issues – Vehicle Condition	Listing did not specify any door faults, when in fact the vehicle was missing the driver’s side door handle.
Minor	Non-disclosure of identifiable issues – Vehicle Condition	Listing did not describe any bonnet faults, when in fact the bonnet was having difficulty closing.