

South Australia

Second-hand Vehicle Dealers Regulations 1995

under the *Second-hand Vehicle Dealers Act 1995*

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Legislative history

1—Short title

These regulations may be cited as the *Second-hand Vehicle Dealers Regulations 1995*.

4—Interpretation

- (1) In these regulations, unless the contrary intention appears—

Act means the *Second-hand Vehicle Dealers Act 1995*;

Auction Notice means—

- (a) if the auctioneer is conducting an auction on the auctioneer's own behalf or on behalf of a dealer—
 - (i) for the sale of a second-hand vehicle other than a motorcycle—a notice in the form set out in Form 4;
 - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 4A;
- (b) if the auctioneer is conducting an auction on behalf of another person not being a dealer—
 - (i) for the sale of a second-hand vehicle other than a motorcycle—a notice in the form set out in Form 6;
 - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 6A;

compliance plate means an identification plate authorised by the Australian Motor Vehicle Certification Board for affixing to a particular vehicle or class of vehicle;

duty to repair means the duty to repair imposed on a dealer under Part 4 of the Act;

Section 16 Notice means—

- (a) in relation to the offer or exposure for sale of a second-hand vehicle other than a motorcycle—a notice in the form set out in Form 1;
- (b) in relation to the offer or exposure for sale of a second-hand motorcycle—a notice in the form set out in Form 1A;

year of manufacture means—

- (a) the year of the date referred to on the compliance plate (if any) affixed to the vehicle; or
- (b) the year (if any) impressed on or affixed to the vehicle by the manufacturer as the year in which the vehicle was manufactured; or
- (c) the year during which the manufacture of the vehicle was completed to a stage that would have enabled the vehicle to be registered,

whichever year is the earliest.

- (2) In these regulations, a reference to a form of a particular number is a reference to the form of that number set out in Schedule 2.

5—Exemptions

The following activities are exempt from the application of the Act:

- (a) the selling or exposing for sale of vehicles with an unladen mass exceeding 3 000 kg;
- (b) the selling or exposing for sale of vehicles manufactured or adapted solely for agricultural or industrial use;
- (c) the selling or exposing for sale of vehicles by an executor or trustee on behalf of the estate of a deceased person.

5A—Fees

- (1) The fees set out in Schedule 1 are prescribed for the purposes of the Act.
- (2) The Commissioner may waive, reduce or refund a fee (or part of a fee) if satisfied that it is appropriate to do so in a particular case.

6—Forms

A notice must, in order to be in a form set out in Schedule 2—

- (a) contain particulars and statements and be completed as required or indicated by the form; and
- (b) not contain any particulars or statements other than those required or indicated under the Act or these regulations; and
- (c) be printed in characters not smaller than the corresponding characters in that form as set out in Schedule 2; and
- (d) not include any printing or handwriting (other than a signature) that is not clear and legible.

7—Annual fee and return

- (1) For the purposes of section 11(2) of the Act, the date for payment of an annual fee and for lodging an annual return is—
 - (a) in the case of a dealer who held a licence immediately before the commencement of this paragraph—
 - (i) the last day of the month in each year nominated in writing to the dealer by the Commissioner; or
 - (ii) if the Commissioner does not nominate a month—30 November in each year;
 - (b) in the case of a dealer who is granted a licence after the commencement of this paragraph—
 - (i) the last day of the month in each year nominated in writing to the dealer by the Commissioner; or
 - (ii) if the Commissioner does not nominate a month—the last day of the month in each year that is the same month as the month in which the dealer's licence was granted.

- (2) For the purposes of section 11(3) of the Act, the penalty for default in paying the annual fee or lodging the annual return is as set out in Schedule 1.

8—Notification of change in circumstances

- (1) If there is any change in—
- (a) the residential address of a licensed dealer; or
 - (b) the name in which a licensed dealer carries on business; or
 - (c) the address of the registered corporate office of a licensed dealer that is a body corporate; or
 - (d) the address for service of a licensed dealer,
- the dealer must, within 14 days after that change, give written notice to the Commissioner of the new address or name (as the case may be).
- Maximum penalty: \$2 500.
Expiation fee: \$160.
- (2) A licensed dealer must, within 14 days after ceasing to carry on business as a dealer, give written notice to the Commissioner of that fact.
- Maximum penalty: \$2 500.
Expiation fee: \$160.
- (3) A licensed dealer must, within 14 days after entering into partnership to carry on business as a dealer or ceasing to be in such a partnership, give written notice to the Commissioner of that fact, together with the names and addresses of the members of the new or former partnership.
- Maximum penalty: \$2 500.
Expiation fee: \$160.
- (4) If a person is appointed as a director of a body corporate that is a licensed dealer, the dealer must, within 14 days after the appointment—
- (a) notify the Commissioner in the manner and form approved by the Commissioner of the appointment of the new director; and
 - (b) provide the Commissioner with any information required by the Commissioner for the purposes of determining whether the new director meets the requirements for directors under section 9(2) of the Act.
- Maximum penalty: \$2 500.
Expiation fee: \$160.

9—Return etc of licence or certificate of registration

- (1) If—
- (a) the licence of a dealer is surrendered, suspended or cancelled; or
 - (b) the registration of premises at which a licensed dealer carries on business as a dealer is cancelled; or
 - (c) a licensed dealer ceases to carry on business as a dealer at premises registered in the dealer's name,

the dealer must, at the direction of the Administrative and Disciplinary Division of the District Court or the Commissioner, return the licence or a certificate of registration issued in respect of the premises (as the case may be) to the Commissioner.

Maximum penalty: \$2 500.

Expiation fee: \$160.

- (2) If, on an application under section 8 of the Act, a licence has been issued to a dealer and (if applicable) premises have been registered in the dealer's name but the fee payable in respect of the application has not been paid (whether because of the dishonouring of a cheque or otherwise), the dealer must, at the direction of the Commissioner, return the licence and (if applicable) the certificate of registration issued in respect of the premises to the Commissioner.

Maximum penalty: \$2 500.

Expiation fee: \$160.

- (3) If, on an application under section 14 of the Act, premises have been registered in the name of a licensed dealer but the fee payable in respect of the application has not been paid (whether because of the dishonouring of a cheque or otherwise), the dealer must, at the direction of the Commissioner, return the certificate of registration issued in respect of the premises to the Commissioner.

Maximum penalty: \$2 500.

Expiation fee: \$160.

- (4) The Commissioner may issue to a licensed dealer a licence or certificate of registration in replacement of a current licence or certificate of registration (as the case requires) if satisfied that—

- (a) the current licence or certificate has been lost, destroyed or damaged; or
- (b) any particulars appearing on the current licence or certificate are incorrect.

- (5) If the Commissioner issues to a licensed dealer a replacement licence or certificate of registration, the dealer must, at the direction of the Commissioner, return the original (or previous duplicate) licence or certificate of registration (as the case may be) to the Commissioner.

Maximum penalty: \$2 500.

Expiation fee: \$160.

10—Display of licences, registration etc

A licensed dealer must ensure—

- (a) that—
 - (i) a copy of the dealer's licence; and
 - (ii) if the registration of premises is not endorsed on the licence—a copy of the certificate of registration of the premises,

is prominently displayed at each of the premises registered in the dealer's name in an area accessible to the public; and

- (b) that—
 - (i) the name under which the dealer carries on business as a dealer; and

- (ii) the words "Licensed Second-hand Vehicle Dealer" (which may be abbreviated to "LVD") immediately followed by the dealer's licence number, or, if two or more licensed dealers are conducting a business in partnership, the licence number of each of the partners,

is prominently and permanently displayed at the main public entrance to each of the premises registered in the dealer's name.

Maximum penalty: \$2 500.

11—Notices to be displayed (section 16)

- (1) For the purposes of section 16 of the Act, the notice required by that section to be attached to a second-hand vehicle offered or exposed for sale is a Section 16 Notice.
- (2) A dealer must, in respect of a Section 16 Notice, ensure that—
 - (a) subject to this regulation, three identical copies of the Notice are prepared;
 - (b) the copy to be attached to the vehicle—
 - (i) is endorsed with the statement "Display Copy"; and
 - (ii) —
 - (A) in the case of a motorcycle—is folded in half and inserted (in such a manner that the contents are clearly visible) in a plastic envelope that is attached to the handle bars of the motorcycle to which it relates;
 - (B) in the case of any other vehicle—is attached to the inside of a window of the vehicle to which it relates (in such a manner that the contents of the notice are clearly visible through the window);
 - (c) the second copy is endorsed with the statement "Purchaser's Copy" and has the form set out in Form 2 or Form 2A (as the case requires) printed on the reverse side;
 - (d) the third copy (the *Dealer's Copy*) is endorsed with the statement "Dealer's Copy" and—
 - (i) in the case of a motorcycle—has the form set out in Form 2A printed on the reverse side;
 - (ii) in the case of any other vehicle—has the part of the form set out in Part 1 of Form 2 printed on the reverse side;
 - (e) the second and third copies are kept at the registered premises of the dealer at which the vehicle to which the Section 16 Notice relates is being offered or exposed for sale.

Maximum penalty: \$2 500.

12—Form of contract (section 17)

For the purposes of section 17(1)(d) of the Act—

- (a) the particulars to be contained in a contract for the sale of a second-hand vehicle by a dealer must be set out in the contract in the manner shown in Form 3 or Form 3A (as the case requires); and

- (b) the particulars required to be included in the contract are as required or indicated by that Form.

13—Notices to be provided to purchasers of second-hand vehicles (section 18)

For the purposes of section 18(b) of the Act, the notice required by that section to be given by a dealer to the purchaser of a second-hand vehicle must be in the form set out in Form 2 or Form 2A (as the case requires).

14—Sale of vehicle and Dealer's Copy of Section 16 Notice

- (1) On the sale of a second-hand vehicle by a dealer (being a sale to which Division 1 of Part 3 of the Act applies), the dealer must complete the Dealer's Copy of the Section 16 Notice relating to the vehicle as required or indicated—
 - (a) in the case of a motorcycle—by Form 2A;
 - (b) in the case of any other vehicle—by Part 1 of Form 2.

Maximum penalty: \$2 500.

- (2) A licensed dealer must keep the Dealer's Copy of a Section 16 Notice for a period of not less than 12 months from the date of sale of the vehicle to which the Notice relates.

Maximum penalty: \$2 500.

15—Notices to be displayed in case of auction (section 20)

- (1) For the purposes of section 20 of the Act, the notice required by that section to be attached to a second-hand vehicle when the vehicle is available for inspection by prospective bidders at an auction for the sale of the vehicle is an Auction Notice.
- (2) An auctioneer must, in respect of an Auction Notice, ensure that—
 - (a) subject to this regulation, three identical copies of the Notice are prepared;
 - (b) the copy to be attached to the vehicle—
 - (i) is endorsed with the statement "Display Copy"; and
 - (ii) —
 - (A) in the case of a motorcycle—is folded in half and inserted (in such a manner that the contents are clearly visible) in a plastic envelope that is attached to the handle bars of the motorcycle to which it relates;
 - (B) in the case of any other vehicle—is attached to the inside of a window of the vehicle to which it relates (in such a manner that the contents of the notice are clearly visible through the window);
 - (c) the second copy—
 - (i) is endorsed with the statement "Purchaser's Copy"; and
 - (ii) has printed on the reverse side—
 - (A) if the auctioneer is conducting the auction on the auctioneer's own behalf or on behalf of a dealer—the form set out in Form 5 or Form 5A as the case requires);

- (B) if the auctioneer is conducting the auction on behalf of another person not being a dealer—the form set out in Form 7 or Form 7A (as the case requires);
- (d) the third copy (the *Auctioneer's Copy*)—
 - (i) is endorsed with the statement "Auctioneer's Copy"; and
 - (ii) has printed on the reverse side—
 - (A) if the auctioneer is conducting the auction on the auctioneer's own behalf or on behalf of a dealer—
 - in the case of a motorcycle—the form set out in Form 5A;
 - in the case of any other vehicle—the part of the form set out in Part 1 of Form 5;
 - (B) if the auctioneer is conducting the auction on behalf of another person not being a dealer—
 - in the case of a motorcycle—the form set out in Form 7A;
 - in the case of any other vehicle—the part of the form set out in Part 1 of Form 7;
- (e) the second and third copies are kept at the premises of the auctioneer at which the vehicle to which the Auction Notice relates is available for inspection by prospective bidders.

Maximum penalty: \$2 500.

16—Notices to be provided to purchasers of second-hand vehicles (section 21)

For the purposes of section 21(d) of the Act, the notice required by that section to be given by an auctioneer to the purchaser of a second-hand vehicle must—

- (a) if the vehicle was sold on the auctioneer's own behalf or on behalf of a dealer—be in the form set out in Form 5 or Form 5A (as the case requires);
- (b) if the vehicle was sold on behalf of another person not being a dealer—be in the form set out in Form 7 or Form 7A as the case requires).

17—Sale of vehicle and Auctioneer's Copy of Auction Notice

- (1) On the sale of a second-hand vehicle by an auctioneer (being a sale referred to in section 21 of the Act), the auctioneer must complete the Auctioneer's Copy of the Auction Notice relating to the vehicle as required or indicated—
 - (a) if the auctioneer conducted the auction on the auctioneer's own behalf or on behalf of a dealer—
 - (i) in the case of a motorcycle—by Form 5A;
 - (ii) in the case of any other vehicle—by Part 1 of Form 5;
 - (b) if the auctioneer conducted the auction on behalf of another person not being a dealer—
 - (i) in the case of a motorcycle—by Form 7A;

- (ii) in the case of any other vehicle—by Part 1 of Form 7.

Maximum penalty: \$2 500.

- (2) An auctioneer must keep the Auctioneer's Copy of an Auction Notice for a period of not less than 12 months from the date of sale of the vehicle to which the Notice relates.

Maximum penalty: \$2 500.

18—Trade auctions (section 22)

- (1) For the purposes of section 22 of the Act—

- (a) the notice required by that section to be attached to a second-hand vehicle when the vehicle is available for inspection by prospective bidders at a trade auction for the sale of the vehicle must be in the form set out in Form 8;
- (b) the prescribed form of the statement required to be included in any advertisement of a trade auction is—
- (i) if the advertisement is in a newspaper, magazine, leaflet or other printed or written material—the statement "Trade Auction—Bids Accepted from Licensed Dealers Only" in print, type or letters no smaller than the largest print, type or letters used elsewhere in the advertisement excepting the print, type or letters used in spelling the name or the business name of the person so advertising;
- (ii) in any other case—the statement referred to in subparagraph (i) included in such a way and with such prominence that it is likely to come to the attention of the persons seeing or hearing the advertisement.

- (2) If an auctioneer is required to attach a notice to a second-hand vehicle under section 22(1) of the Act, the auctioneer must ensure that the notice is attached to the inside of a window of the vehicle to which it relates in such a manner that the contents of the notice are clearly visible through the window.

Maximum penalty: \$2 500.

19—Sales between dealers

If a second-hand vehicle is sold by a dealer to another dealer, the following provisions must be complied with:

- (a) the sale must be evidenced by instrument in writing in the form set out in Form 9 the *Dealer Sale form*) completed and signed by the dealers in duplicate within seven days of the purchasing dealer taking possession of the vehicle pursuant to the sale;
- (b) one copy of the Dealer Sale form must be kept by the selling dealer for a period not less than two years from the date of sale of the vehicle;
- (c) the other copy of the Dealer Sale form must be kept by the purchasing dealer for the period for which the dealer retains ownership of the vehicle and, if the vehicle is subsequently sold by the purchasing dealer, for a period of not less than 12 months from the date of the subsequent sale of the vehicle.

Maximum penalty: \$2 500.

20—Advertisements

- (1) An advertisement relating to the sale of a second-hand vehicle by a dealer must contain the information and particulars referred to in Schedule 3.
- (2) An advertisement relating to the sale of a second-hand vehicle by a person other than a dealer must contain the information and particulars referred to in paragraph (c) of Schedule 3.
- (3) A person who publishes an advertisement relating to the sale of a second-hand vehicle that does not comply with this regulation, or who causes or permits such an advertisement to be published, is guilty of an offence.

Maximum penalty: \$2 500.

21—Dealers not under duty to repair certain defects (section 23)

- (1) A dealer is not under a duty to repair a defect under section 23 of the Act—
 - (a) if the defect is listed in Part 1 or 2 of Schedule 4 and the dealer has complied with the conditions set out in that Part of the Schedule; or
 - (b) if the purchaser, without reasonable excuse, fails to give the dealer (being a licensed dealer) proper notice (written or oral) of the defect within the prescribed period; or
 - (c) if the purchaser must, in order to require the dealer to discharge such a duty, deliver or make reasonable efforts to deliver the vehicle to the dealer in accordance with section 24(1) and (2) of the Act, but fails to do so, without reasonable excuse, within five business days of the end of the prescribed period.

- (2) In this regulation—

business day means any day except a Saturday or a Sunday or other public holiday;

prescribed period, in relation to a defect in a vehicle, means the period within which the defect must (according to section 23(4) of the Act) appear in order for the dealer to be under a duty to repair the defect.

22—Second-hand Vehicles Compensation Fund (Schedule 3 of Act)

- (1) Clause 2 of Schedule 3 of the Act does not apply to a claim in respect of the provision by a dealer of goods or services that do not relate directly to the second-hand vehicle¹ purchased or sold by the dealer or left in the dealer's possession.
- (2) For the purposes of clause 4 of Schedule 3 of the Act, each licensed dealer is required to pay to the Commissioner the contribution referred to in Schedule 5 of these regulations in accordance with the provisions of that Schedule.

Note—

- 1 Goods or services not relating directly to the vehicle may include, for example, travel, accommodation, household goods, entry tickets to certain events etc or a scheme whereby goods or services may be redeemed in the future.

23—Waiver of rights (section 33)

- (1) A person who purchases a second-hand vehicle from a dealer may waive his or her rights under Part 4 of the Act in relation to the repair of a defect in the vehicle if—
 - (a) the person signs a waiver document in the form set out in Schedule 6 before a witness of a kind specified in that Schedule; and
 - (b) the witness signs a certificate as required or indicated by that Schedule.
- (2) A witness must not sign a witness certificate—
 - (a) if the witness is—
 - (i) the dealer; or
 - (ii) employed by the dealer as an employee or under a contract for the performance of services; or
 - (iii) related by blood or marriage to the dealer; or
 - (iv) indebted to or owed money by the dealer; and
 - (b) unless the witness has made reasonable inquiries to satisfy himself or herself that the person proposing to sign the form understands the effect of completing the form.

Maximum penalty: \$2 500.

Schedule 1—Fees

1	Application fee for licence (section 8(1)(b) of the Act)	\$222.00
2	Licence fee—payable before the granting of a licence under Part 2 Division 1 of the Act—	
	(a) for a natural person—	
	(i) for carrying on the business of selling second-hand vehicles consisting only of motorcycles	\$163.00
	(ii) in any other case	\$342.00
	(b) for a body corporate—	
	(i) for carrying on the business of selling second-hand vehicles consisting only of motorcycles	\$238.00
	(ii) in any other case	\$512.00

If the period between the grant of the licence and the next date for payment of a fee under section 11 of the Act is less than or more than 12 months, a pro rata adjustment is to be made to the amount of the additional fee by applying the proportion that the length of that period bears to 12 months.

3	Annual fee (section 11(2)(a) of the Act)—	
	(a) for a natural person—	
	(i) for carrying on the business of selling second-hand vehicles consisting only of motorcycles	\$163.00
	(ii) in any other case	\$342.00
	(b) for a body corporate—	

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(i)	for carrying on the business of selling second-hand vehicles consisting only of motorcycles	\$238.00
(ii)	in any other case	\$512.00
<p>If the period between a date for payment of a fee under section 11 of the Act and the next date for payment of the fee under that section (as nominated by the Commissioner) is less than or more than 12 months, a pro rata adjustment is to be made to the amount of the fee by applying the proportion that the length of that period bears to 12 months.</p>		
4	Default penalty (section 11(3) of the Act)	\$140.00
5	Application fee for separate application to register premises (section 14(2) of the Act)	\$42.00
6	Application fee for permission to carry on business as a dealer at a place other than the registered premises of the licensee (section 14(4) of the Act)	\$42.00
7	Application fee with respect to a duty to repair a vehicle (section 24(2) of the Act)	\$42.00
8	Fee for replacement of licence or certificate of registration	\$21.60

Schedule 2—Forms

Form 1

SECOND-HAND VEHICLE DEALERS ACT 1995 SECTION 16 NOTICE—SALE OF SECOND-HAND VEHICLE

PART A

THE PRICE

This vehicle is offered for sale in its present condition for \$

This price includes all dealer charges.

THE VEHICLE

Manufacturer and model

Year of manufacture Year of first registration

Registration No Engine No (if not registered)

Odometer reading when the vehicle was acquired from the last owner who was not a dealer
..... *miles/kilometres

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

To the best of the dealer's knowledge, information and belief, was the vehicle used as a taxi-cab, rental car or hire car by the last owner who was not a dealer?..... (Yes or No)

THE LAST OWNER

The last owner of the vehicle who was not a dealer was:

Name:

Address:

[NB: If the owner's name and address are not supplied in this form, they are available from the dealer on request.]

#If that owner carried on a vehicle leasing business and let the vehicle on hire to another person pursuant to a vehicle leasing agreement:

Name of that other person (if known):

Address:

[NB: If the person's name and address are not supplied in this form, they are available from the dealer on request.]

THE DEALER

Name in which dealer is licensed:

Business address:

#If the vehicle is being offered or exposed for sale on behalf of another dealer:

Name in which the other dealer is licensed:

Business address:

[NB: If the vehicle is being offered or exposed for sale on behalf of another dealer, the other dealer is liable to carry out any repairs under the duty to repair.]

§PART B

DUTY TO REPAIR – PART 4 OF SECOND-HAND VEHICLE DEALERS ACT 1995

The following is only a *brief summary* of the extent of the duty to repair. Full details must be given to a purchaser by the dealer at the time of sale (as well as a copy of this notice).

Sale Price	Duty to Repair
Up to and including \$3 000	No duty to repair – but vehicle must be roadworthy at time of sale.
\$3 001 - \$6 000	Two months or 3 000 kilometres, whichever occurs first.
Over \$6 000	Three months or 5 000 kilometres, whichever occurs first.

*This vehicle cannot be registered until it is converted to right-hand configuration to the standard required by the Registrar of Motor Vehicles, and the dealer does not accept a duty to perform that work as part of a duty to repair.

.....
*The dealer does *not* accept a duty to repair a defect in any of the following accessories fitted to this vehicle:

- camping or recreational accessories;
 - radio;
 - cassette player;
 - compact disc player;
 - refrigerated air-conditioner;
 - sunroof;
 - airbags ("Supplementary Restraint System");
 - the following accessories:
-
.....

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle—

- to the following agreed place of repair (unless a different address is subsequently agreed):
-
- or
- if no place of repair has been agreed on—to any of the following registered premises of the dealer:

§PART C

There is no duty to repair this vehicle because—

- *its year of first registration was more than 15 years ago;
- *it has been driven more than 200 000 kilometres.

*Strike out whichever does not apply.

Insert N/A if not applicable.

§ Strike out the Part if not applicable.

Form 1A

SECOND-HAND VEHICLE DEALERS ACT 1995

SECTION 16 NOTICE—SALE OF SECOND-HAND MOTORCYCLE

THE PRICE

This motorcycle is offered for sale in its present condition for \$
This price includes all dealer charges.

THE MOTORCYCLE

Manufacturer and model

Year of manufacture Year of first registration

Registration No Engine No (if not registered)

Odometer reading when the motorcycle was acquired from the last owner who was not a dealer *miles/kilometres

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

To the best of the dealer's knowledge, information and belief, was the motorcycle used as a rental or hire motorcycle by the last owner who was not a dealer? (Yes or No)

THE LAST OWNER

The last owner of the motorcycle who was not a dealer was:

Name:

Address:

[NB: If the owner's name and address are not supplied in this form, they are available from the dealer on request.]

#If that owner carried on a vehicle leasing business and let the motorcycle on hire to another person pursuant to a vehicle leasing agreement:

Name of that other person (if known):

Address:

[NB: If the person's name and address are not supplied in this form, they are available from the dealer on request.]

THE DEALER

Name in which dealer is licensed:

Business address:

#If the motorcycle is being offered or exposed for sale on behalf of another dealer:

Name in which the other dealer is licensed:

Business address:

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*. However, you may have legal rights under other consumer legislation. The Office of Consumer and Business Affairs will assist with any enquiries about your purchase. Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.

**Strike out whichever does not apply.*

Insert N/A if not applicable.

Form 2
SECOND-HAND VEHICLE DEALERS ACT 1995
NOTICE TO PURCHASER

PART 1

The vehicle referred to in the Section 16 Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$ Date of sale:

Odometer reading at the time of the sale:*Miles/Kilometres

Certificate by Dealer

I certify that the vehicle sold to the above purchaser is correctly described in the Section 16 Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the dealer or an employee or agent authorised to sign on behalf of the dealer:

.....

Name of the person signing this certificate

.....

BLOCK LETTERS

**Strike out whichever does not apply.*

PART 2

THIS NOTICE CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

The *Second-hand Vehicle Dealers Act 1995* provides for a duty to repair second-hand vehicles sold for more than \$3 000. (There are some exceptions, but any passenger vehicle with a year of first registration not more than 15 years ago and that has not been driven more than 200 000 km will be covered.)

The period during which there is a duty to repair depends on the price you paid for the vehicle. There is a summary of these periods on the other side of this form. If a "defect" appears in the vehicle in the period during which there is a duty to repair, the dealer must arrange for it to be repaired. However, if you fail, without reasonable excuse, to give the dealer proper notice of the defect within that period, or to deliver (or make reasonable efforts to deliver) the vehicle for repair within 5 business days of the end of the period, the dealer may no longer be under a duty to repair the defect.

If you want the dealer to repair your vehicle, you must deliver it to the agreed place of repair listed at the end of Part B on the other side of this form, or if no place has been so agreed on, to any registered premises of the dealer. In some cases you might not have to return the vehicle to that address, and you might be able to have it repaired by someone else. However, you should seek advice about this before you do anything.

Not every fault is a defect covered by the duty to repair. For example, if there are problems with the paintwork or upholstery that you should have noticed when you inspected the vehicle, these are not covered. Some accessories (for example radios, tape players and airconditioners) are not covered if the dealer has listed them on the other side of this form. A brochure available from the Office of Consumer and Business Affairs gives a full list of those accessories which the dealer may list on the other side of this form. It also explains what other defects arising after sale may not be covered by a duty to repair.

If a vehicle is sold for \$3 000 or less, the duty to repair does not apply, but the vehicle must be in roadworthy condition. There may also be other duties or remedies available under other legislation.

The only way you can give away your warranty rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with regulation 23 of the *Second-hand Vehicle Dealers Regulations 1995*.

Some disputes between dealers and purchasers can be resolved by a conference convened by the Commissioner for Consumer Affairs or, if a conciliation conference fails to resolve the matter, by an order of the Civil (Consumer and Business) Division of the Magistrates Court. Before making any application to the Commissioner, you should seek advice from the Office of Consumer and Business Affairs.

The Office will assist with any enquiries about your purchase. It can also give you the brochure mentioned above which explains everything in much more detail than is possible in this notice. Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.

Form 2A
SECOND-HAND VEHICLE DEALERS ACT 1995
NOTICE TO PURCHASER

The motorcycle referred to in the Section 16 Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$ Date of sale:

Odometer reading at the time of the sale: *Miles/Kilometres

Certificate by Dealer

I certify that the motorcycle sold to the above purchaser is correctly described in the Section 16 Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the dealer or an employee or agent authorised to sign on behalf of the dealer:

.....

Name of the person signing this certificate

.....

BLOCK LETTERS

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act* 1995.

**Strike out whichever does not apply.*

Form 3

SECOND-HAND VEHICLE DEALERS ACT 1995

PARTICULARS TO BE INCLUDED IN A CONTRACT FOR THE SALE OF A
SECOND-HAND VEHICLE BY A DEALER

Name in which dealer is licensed:

Business address:

Make	Model	Body Type	Colour: Body – Trim –				
Year of manufacture	Year of first registration	Registration No	Expiry date	Engine No	VIN No		
DETAILS OF PURCHASE		\$	c	METHOD OF PAYMENT		\$	c
Cash Price				Deposit			
Additional options, accessories etc*				Trade-in allowance*			
Total price of vehicle				Less pay-out			
Registration	6 or 12 mths			Equity (Deficiency)			
3rd Party compulsory insurance				Less refund to purchaser			
Stamp duty and/or transfer fee				Nett equity (or deficiency)			
Dealer to arrange above YES/NO				Total deposit and trade-in			
If Yes – Dealer handling fee				Payable on delivery			
Vehicle insurance: Company				(Amount payable on delivery includes amount to be financed where applicable)			
Other (give full details including other parties to whom payment must be made)						
.....						
.....						
TOTAL PAYABLE				TOTAL PAYMENT			
Options/accessories/additional work included in this amount		\$	c	*Trade-in details			
				Make:	Model:		
				Body Type:	Colour:	Body:	
						Trim:	
				Year of Manuf:	Year of 1st Regn:		
				Regn No:	Expiry Date:		
				Engine No:	Odometer:	kms	
				Payout to:			
				Account No:	Valid until:		
TOTAL							

*Address to which vehicle is to be delivered for repair of defects under the *Second-hand Vehicle Dealers Act 1995*.

REPAIRER'S NAME:

ADDRESS:

*The vehicle may be delivered to any of the following registered premises of the dealer for repair:

.....

.....

.....

I acknowledge that, *before* the signing of the contract for the purchase of the vehicle, I was informed of/I did not request¹ the name and address of—

- (a) the last owner of the vehicle (who was not a dealer)*;
- (b) the person who leased the vehicle from the last owner of the vehicle (who was not a dealer) under a vehicle leasing agreement*.

.....
Signature of purchaser

Any purported exclusion, limitation, modification or waiver of your rights under the Act (eg: in relation to your right to have a defect in your purchased vehicle repaired) is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with regulation 23 of the *Second-hand Vehicle Dealers Regulations 1995*.

* *Strike out whichever does not apply.*

Form 3A

SECOND-HAND VEHICLE DEALERS ACT 1995

PARTICULARS TO BE INCLUDED IN A CONTRACT FOR THE SALE OF A
SECOND-HAND MOTORCYCLE BY A DEALER

Name in which dealer is licensed:.....					
Business address:.....					
Make		Model		Colour	
Year of manufacture	Year of first registration	Registration No	Expiry date	Engine No	VIN No
DETAILS OF PURCHASE			METHOD OF PAYMENT		
Cash Price			\$		
Additional options, accessories etc*			Deposit		
Total price of motorcycle			Trade-in allowance*		
Regn metro/cntry* 3, 6, 9 or 12 mths			Less pay-out		
3rd Party compulsory insurance			Equity (Deficiency)		
Stamp duty and/or transfer fee			Less refund to purchaser		
Dealer to arrange above YES/NO			Net equity (or deficiency)		
If yes – Dealer handling fee			Total deposit and trade-in		
Motorcycle insurance: Company			Payable on delivery		
Other (give full details including other parties to whom payment must be made)			(Amount payable on delivery includes amount to be financed where applicable)		
TOTAL PAYABLE			TOTAL PAYMENT		
Options/accessories/additional work included in this amount		\$	*Trade-in details		
			Make:	Model:	
				Colour:	
			Year of Manuf:	Year of 1st Regn:	
			Regn No:	Expiry Date:	
			Engine No:	Odometer: kms	
			Payout to:		
			Account No:	Valid until:	
TOTAL					

I acknowledge that, *before* the signing of the contract for the purchase of the motorcycle, I was informed of/I did not request* the name and address of –

- (a) the last owner of the motorcycle (who was not a dealer)*;
- (b) the person who leased the motorcycle from the last owner of the motorcycle (who was not a dealer) under a vehicle leasing agreement*.

.....
Signature of purchaser

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

* *Strike out whichever does not apply.*

Form 4

SECOND-HAND VEHICLE DEALERS ACT 1995

AUCTION NOTICE – VEHICLE OWNED BY AUCTIONEER OR TO BE AUCTIONED ON
BEHALF OF A DEALER

PART A

THE DEALER

Manufacturer and model

Year of manufacture Year of first registration

Registration No Engine No (if not registered)

Odometer reading when the vehicle was acquired from the last owner who was not a dealer
..... *miles/kilometres

To the best of the dealer's knowledge, information and belief, can this odometer reading be
regarded as reasonably accurate? (Yes or No)

If not, why not?

To the best of the dealer's knowledge, information and belief, was the vehicle used as a
taxi-cab, rental car or hire car by the last owner who was not a dealer? (Yes or No)

THE LAST OWNER

The last owner of the vehicle who was not a dealer was:

Name:

Address:

*[NB: If the owner's name and address are not supplied in this form, they are available from the
auctioneer on request.]*

If that owner carried on a vehicle leasing business and let the vehicle on hire to another
person under a vehicle leasing agreement:

#Name of that other person (if known):

Address:

*[NB: If the owner's name and address are not supplied in this form, they are available from the
auctioneer on request.]*

THE SELLER

Auctioneer's name:

Business address:

If the vehicle is to be auctioned on behalf of a dealer:

#Name in which selling dealer is licensed:

Business address:

*[NB: If the vehicle is being auctioned on behalf of a dealer, the dealer is liable to carry out any
repairs under the duty to repair. If not, then this will be the auctioneer's responsibility.]*

§PART B

DUTY TO REPAIR – PART 4 SECOND-HAND VEHICLE DEALERS ACT 1995

The following is only a *brief summary* of the extent of the duty to repair. Full details must be given to a purchaser by the auctioneer at the time of sale (as well as a copy of this notice).

Sale Price	Duty to Repair
Up to and including \$3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
\$3 001 - \$6 000	Two months or 3 000 kilometres, whichever occurs first.
Over \$6 000	Three months or 5 000 kilometres, whichever occurs first.

#This vehicle cannot be registered until it is converted to right-hand configuration to the standard required by the Registrar of Motor Vehicles, and the seller does not accept a duty to perform that work as part of a duty to repair

The seller does *not* accept a duty to repair any defect in the following accessories fitted to this vehicle:

- camping or recreational accessories;
- radio;
- cassette player;
- compact disc player;
- refrigerated air-conditioner;
- sunroof;
- airbags ("Supplementary Restraint System");
- the following accessories:

.....
.....
.....

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle—

- to the following agreed place of repair (unless a different address is subsequently agreed):
- or
- if no place of repair has been agreed on—to any of the following registered premises of the dealer

§PART C

There is no duty to repair this vehicle because—

- *its year of first registration was more than 15 years ago;
- *it has been driven more than 200 000 kilometres.

*Strike out whichever does not apply.

Insert N/A if not applicable.

§ Strike out the Part if not applicable.

Form 4A

SECOND-HAND VEHICLE DEALERS ACT 1995

AUCTION NOTICE – MOTORCYCLE OWNED BY AUCTIONEER OR TO BE
AUCTIONED ON BEHALF OF A DEALER

THE DEALER

Manufacturer and model
Year of manufacture Year of first registration
Registration No Engine No (if not registered)
Odometer reading when the motorcycle was acquired from the last owner who was not a
dealer *miles/kilometres

To the best of the dealer's knowledge, information and belief, can this odometer reading be
regarded as reasonably accurate? (Yes or No)
If not, why not?

To the best of the dealer's knowledge, information and belief, was the motorcycle used as a
rental or hire motorcycle by the last owner who was not a dealer? (Yes or No)

THE LAST OWNER

The last owner of the motorcycle who was not a dealer was:

Name:
Address:

*[NB: If the owner's name and address are not supplied in this form, they are available from the
auctioneer on request.]*

If that owner carried on a vehicle leasing business and let the motorcycle on hire to another
person under a vehicle leasing agreement:

#Name of that other person (if known):
Address:

*[NB: If the owner's name and address are not supplied in this form, they are available from the
auctioneer on request.]*

THE SELLER

Auctioneer's name:
Business address:

If the motorcycle is to be auctioned on behalf of a dealer:

#Name in which selling dealer is licensed:
Business address:

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act
1995*.

**Strike out whichever does not apply.*

Insert N/A if not applicable.

Form 5
SECOND-HAND VEHICLE DEALERS ACT 1995
NOTICE TO PURCHASER

This is the notice to be given to a purchaser who has bought a vehicle at auction where the vehicle was owned by the auctioneer or auctioned on behalf of a dealer.

PART 1

The vehicle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$ Date of sale:

Odometer reading at the time of the sale:*Miles/Kilometres

Certificate by Auctioneer

I certify that the vehicle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on his or her behalf:

Name of the person signing this certificate

BLOCK LETTERS

**Strike out whichever does not apply.*

PART 2

THIS NOTICE CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

The *Second-hand Vehicle Dealers Act 1995* provides for a duty to repair second-hand vehicles sold for more than \$3 000. (There are some exceptions, but any passenger vehicle with a year of first registration not more than 15 years ago and that has not been driven more than 200 000 km will be covered.)

Check the Auction Notice on the other side of this form. This is a copy of the Notice that was on the vehicle before auction. If there is a dealer's name filled in under the heading "The Seller", then that dealer is under a duty to repair any defect. Otherwise this is the auctioneer's responsibility.

The period during which there is a duty to repair depends on the price you paid for the vehicle. There is a summary of these periods on the other side of this form. If a "defect" appears in the vehicle in the period during which there is a duty to repair, the dealer must arrange for it to be repaired. However, if you fail, without reasonable excuse, to give the dealer proper notice of the defect within that period, or to deliver (or make reasonable efforts to deliver) the vehicle for repair within 5 business days of the end of the period, the dealer may no longer be under a duty to repair the defect.

If you want the dealer to repair your vehicle, you must deliver it to the agreed place of repair listed at the end of Part B on the other side of this form, or if no place has been so agreed on, to any registered premises of the dealer. In some cases you might not have to return the vehicle to that address, and you might be able to have it repaired by someone else. However, you should seek advice about this before you do anything.

Not every fault is a defect covered by the duty to repair. For example, if there are problems with the paintwork or upholstery that you should have noticed when you inspected the vehicle, these are not covered. Some accessories (for example radios, tape players and airconditioners) are not covered if the dealer has listed them on the other side of this form. A brochure available from the Office of Consumer and Business Affairs gives a full list of those accessories which the dealer may list on the other side of this form. It also explains what other defects arising after sale may not be covered by a duty to repair.

If a vehicle is sold for \$3 000 or less, the duty to repair does not apply, but the vehicle must be in roadworthy condition. There may also be other duties or remedies available under other legislation.

The only way you can give away your warranty rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with regulation 23 of the *Second-hand Vehicle Dealers Regulations 1995*.

Some disputes between dealers and purchasers can be resolved by a conference convened by the Commissioner for Consumer Affairs or, if a conciliation conference fails to resolve the matter, by an order of the Civil (Consumer and Business) Division of the Magistrates Court. Before making any application to the Commissioner, you should seek advice from the Office of Consumer and Business Affairs.

The Office will assist with any enquiries about your purchase. It can also give you the brochure mentioned above which explains everything in much more detail than is possible in this notice. Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.

Form 5A
SECOND-HAND VEHICLE DEALERS ACT 1995
NOTICE TO PURCHASER

This is the notice to be given to a purchaser who has bought a motorcycle at auction where the motorcycle was owned by the auctioneer or auctioned on behalf of a dealer.

The motorcycle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price: \$ Date of sale:

Odometer reading at the time of the sale:*Miles/Kilometres

Certificate by Auctioneer

I certify that the motorcycle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on his or her behalf:

Name of the person signing this certificate

BLOCK LETTERS

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

**Strike out whichever does not apply.*

Form 6

SECOND-HAND VEHICLE DEALERS ACT 1995

AUCTION NOTICE – VEHICLE TO BE AUCTIONED ON BEHALF OF PERSON WHO IS NOT A DEALER

THE VEHICLE

Manufacturer and model

Year of manufacture Year of first registration

Registration No Engine No (if not registered)

Odometer reading when the vehicle was acquired from the last owner who was not a dealer
..... *miles/kilometres

To the best of the owner's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)

If not, why not?

Was the vehicle used by the owner as a taxi-cab, rental car or hire car? (Yes or No)

THE OWNER

The owner of the vehicle is:

Name:

Address:

[NB: If the owner's name and address are not supplied in this form, they are available from the auctioneer on request.]

#If the owner carries on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement:

Name of that other person (where known):

Address:

[NB: If the owner's name and address are not supplied in this form, they are available from the auctioneer on request.]

THE AUCTIONEER

Auctioneer's name:

Business address:

**Strike out whichever does not apply.*

#Insert N/A if not applicable.

IMPORTANT

No duty to repair under the *Second-hand Vehicle Dealers Act 1995* will apply on the sale of this vehicle because it is to be auctioned on behalf of a person who is not a dealer.

Form 6A

SECOND-HAND VEHICLE DEALERS ACT 1995

AUCTION NOTICE – MOTORCYCLE TO BE AUCTIONED ON BEHALF OF PERSON
WHO IS NOT A DEALER

THE MOTORCYCLE

Manufacturer and model

Year of manufacture Year of first registration

Registration No Engine No (if not registered)

Odometer reading when the motorcycle was acquired from the last owner who was not a
dealer *miles/kilometres

To the best of the owner's knowledge, information and belief, can this odometer reading be
regarded as reasonably accurate? (Yes or No)

If not, why not?

Was the motorcycle used by the owner as a rental or hire motorcycle? (Yes or No)

THE OWNER

The owner of the motorcycle is:

Name:

Address:

*[NB: If the owner's name and address are not supplied in this form, they are available from the
auctioneer on request.]*

#If the owner carries on a vehicle leasing business and let the motorcycle on hire to another
person under a vehicle leasing agreement:

Name of that other person (where known):

Address:

*[NB: If the owner's name and address are not supplied in this form, they are available from the
auctioneer on request.]*

THE AUCTIONEER

Auctioneer's name:

Business address:

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act*
1995.

**Strike out whichever does not apply.*

#Insert N/A if not applicable.

Form 7

SECOND-HAND VEHICLE DEALERS ACT 1995
NOTICE TO PURCHASER

This is the notice to be given to a purchaser who has bought a vehicle at auction if the vehicle has been auctioned on behalf of a person not being a dealer.

PART 1

The vehicle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price \$ Date of sale:

Odometer reading at the time of the sale:*Miles/Kilometres

Certificate by Auctioneer

I certify that the vehicle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the dealer or an employee or agent authorised to sign on his or her behalf:

Name of the person signing this certificate

BLOCK LETTERS

**Strike out whichever does not apply.*

PART 2

This vehicle was sold by the auctioneer on behalf of someone who is not a dealer. As with any private sale, this means that the duty to repair under the *Second-hand Vehicle Dealers Act 1995* does not apply.

You should also note that some other legal rights and remedies which apply to ordinary sales do *not* apply to sales by auction.

Form 7A
SECOND-HAND VEHICLE DEALERS ACT 1995
NOTICE TO PURCHASER

This is the notice to be given to a purchaser who has bought a motorcycle at auction if the motorcycle has been auctioned on behalf of a person not being a dealer.

The motorcycle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price \$ Date of sale:

Odometer reading at the time of the sale:*Miles/Kilometres

Certificate by Auctioneer

I certify that the motorcycle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the dealer or an employee or agent authorised to sign on his or her behalf:

Name of the person signing this certificate:

BLOCK LETTERS

IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

**Strike out whichever does not apply.*

Form 8
SECOND-HAND VEHICLE DEALERS ACT 1995
TRADE AUCTION NOTICE

This Vehicle Is To Be Sold By

TRADE AUCTION

Bids Will Be Accepted Only From Licensed Dealers

Form 9

SECOND-HAND VEHICLE DEALERS ACT 1995
DEALER SALE FORM

THE VEHICLE

Manufacturer and model

Year of manufacture Year of first registration

Registration No

Engine No (if not registered)

Expiry date of registration

Odometer reading on the date of sale *miles/kilometres

To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate?..... (Yes or No)

If not, why not?

To the best of the dealer's knowledge, information and belief, was the vehicle used as a taxi-cab, rental car or hire car by the last owner who was not a dealer? (Yes or No)

DATE OF SALE

.....

THE LAST OWNER

The last owner of the vehicle who was not a dealer was:

Name:

Address:

#If that owner carried on a vehicle leasing business and let the vehicle on hire to another person pursuant to a vehicle leasing agreement:

Name of that other person (where known):

Address:

THE SELLING DEALER

Dealer's name and Licence No:

Business address:

I certify that the above information relating to the vehicle and its last owner is correct.
Signed by the selling dealer or an employee or agent authorised to sign on his or her behalf.

Name of the person signing this certificate

BLOCK LETTERS

THE PURCHASING DEALER

Dealer's name and Licence No:

Business address:

Signed by the purchasing dealer or an employee or agent authorised to sign on his or her behalf.

Name of the person signing above

BLOCK LETTERS

**Strike out whichever does not apply.*

#Insert N/A if not applicable.

Schedule 3—Advertisements for sale of second-hand vehicles

(regulation 20)

An advertisement relating to the sale of a second-hand vehicle by a dealer must contain the following information:

- (a) the words "Licensed Second-hand Vehicle Dealer" (which may be abbreviated to "LVD") immediately followed by the dealer's licence number, or, where two or more licensees are conducting a business in partnership, the licence number of at least one of the licensees;
- (b) the price at which the vehicle, in the condition which it is offered or exposed for sale, may be purchased for cash, including all dealer charges but not including any statutory charges or fees;
- (c) the registration number of the vehicle or, if the vehicle is not registered, the engine number. Such number is to be printed adjacent to or immediately after any description, photograph or illustration of the vehicle appearing in the advertisement.

Schedule 4—Defects in vehicles

(regulation 21)

Part 1—Defects in accessories

A dealer is not under a duty to repair a defect in any of the following accessories:

- (a) any camping or recreational accessory;
- (b) a radio;
- (c) a cassette player;
- (d) a compact disc player;
- (e) a refrigerated air-conditioner;
- (f) a sunroof;
- (g) a supplementary restraint system ("airbag");
- (h) an accessory specified by the dealer, other than an accessory originally fitted by the vehicle's manufacturer or produced or approved by the manufacturer for fitting to vehicles of that kind,

if the dealer has stated in the Section 16 Notice or in the Auction Notice (as the case may be) that the dealer does not accept a duty to repair a defect in that accessory.

Part 2—Left-hand drive configuration

A dealer is not under a duty to modify a vehicle that is in left-hand drive configuration so that it complies with the *Road Traffic Act 1961* if the dealer has stated in the Section 16 Notice or in the Auction Notice (as the case may be) that the vehicle cannot be registered until it has been converted to right-hand drive configuration to the standard required by the Registrar of Motor Vehicles and that the dealer does not accept a duty to perform those modifications.

Schedule 5—Contributions to second-hand vehicles compensation fund

(regulation 22)

- 1 (1) Subject to this Schedule, a contribution of the prescribed amount for each registered premises from which a licensed dealer carries on business as a dealer must be paid to the Commissioner by the dealer when the dealer makes application to register the premises under section 14 of the Act.
- (2) If the Commissioner refuses the application, the Commissioner must refund the amount of the contribution to the licensed dealer.
- 2 If a licensed dealer—
 - (a) notifies the Commissioner in writing that the dealer has ceased or will cease within 14 days to carry on business at registered premises; and
 - (b) applies to register other premises,a contribution is not payable under clause 1 in respect of the other premises provided that the dealer does not apply to register a greater number of premises than the number of premises in respect of which the dealer has given notice under section 14(5) of the Act.
- 3 If a licensed dealer, on making application to register premises, satisfies the Commissioner that the dealer is joining in partnership with another licensed dealer and the premises the dealer is applying to register are currently registered in the name of the other dealer, a contribution is not payable under clause 1 in respect of the premises.
- 4 Where 11 complete months or less would elapse from the date of payment of the contribution first payable by a licensed dealer in respect of any registered premises until the next due date, the contribution is a proportion of the prescribed amount, being the proportion that the number of whole months (portion of a month being treated as a whole month) in the period between the date of payment of the contribution and the next due date bears to 12.
- 5 Subject to clause 6, an additional contribution of the prescribed amount for each of the premises registered in the licensed dealer's name under section 14 of the Act is payable to the Commissioner by the dealer on or before the due date in each year.
- 6 If premises are registered in the name of more than one licensed dealer, only one contribution under clause 5 is payable annually in respect of those premises but the dealers are jointly and severally liable for the payment of that contribution.
- 7 In this Schedule—

due date means the date on which a licensed dealer must pay an annual fee and lodge an annual return under regulation 7;

the prescribed amount means—

 - (a) in relation to a licensed dealer who carries on the business of selling second-hand vehicles consisting only of motorcycles—\$100; or
 - (b) in any other case—\$350.

Schedule 6—Waiver of rights

(regulation 23)

WAIVER OF RIGHTS UNDER SECOND-HAND VEHICLE DEALERS ACT 1995

IMPORTANT. THIS IS AN IMPORTANT DOCUMENT.

IT TAKES AWAY SOME OF YOUR LEGAL RIGHTS. READ IT CAREFULLY.

THIS FORM MUST BE COMPLETED IN DUPLICATE.

PART 1

Under the *Second-hand Vehicle Dealers Act 1995*, you have a number of legal rights and protections. These rights and protections cannot be taken away from you unless you agree. One of the rights and protections you have is that a second-hand vehicle dealer is under a duty to repair certain defects that are present, or that may occur, in the vehicle during the statutory warranty period (which varies according to the price of the vehicle).

You may only give up your rights to have the vehicle you are thinking of purchasing repaired by the dealer under warranty by completing the form set out in Part 2 of this document and obtaining the completed certificate of the witness.

If you complete the form set out in Part 2 of this document, YOU will be responsible for repairs to the vehicle after purchase. If the vehicle develops a serious fault, you may have rights and remedies under other legislation, but you will have no rights to have the vehicle repaired under the *Second-hand Vehicle Dealers Act 1995*.

It is recommended that you arrange for an independent inspection of the vehicle BEFORE you complete the form set out in Part 2 of this document.

If you do not understand this document, you should seek advice from the Office of Consumer and Business Affairs. (Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.)

DO NOT SIGN THE FORM SET OUT IN PART 2 IF THERE IS SOMETHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND.

[Note—If you understand that you are giving away your repair rights under the *Second-hand Vehicle Dealers Act 1995* by signing this document and you still want to purchase the vehicle for the price set out in Part 2 of the document, then you should sign it before a Justice of the Peace, a legal practitioner or a proclaimed manager. Give one copy of the completed and signed document to the dealer and keep the other copy for your records.]

PART 2

I (name)
of (address)
agree to waive the right to require (name of licensed dealer)
of (business address of dealer)
to repair a defect (pursuant to the dealer's duty to repair under Part 4 of the *Second-hand Vehicle Dealers Act 1995*) in the vehicle described under the heading "Particulars of transaction".

Particulars of the transaction

Name of proposed purchaser:
Address:
Name of Dealer:
Business address:
Vehicle make and type: Model:
Year of manufacture: Registration No:
Engine No (if not registered): Odometer reading:
Proposed sale price (including all dealer charges but not including statutory fees and charges) \$ _____

Less:

Allowance on trade-in described below: \$ _____
Amount to be paid in cash by purchaser: \$ _____

Balance to be payable \$ _____

Trade-in: Make and type Model
Year of manufacture Registration No Odometer reading

Signed:

Date:

Witnessed:

(This document must be witnessed by a Justice of the Peace, a legal practitioner (within the meaning of the *Legal Practitioners Act 1981*) or a proclaimed manager.)

CERTIFICATE OF WITNESS

I

a (here insert title, eg: Justice of the Peace)

certify that the person signing this form –

- did so freely and voluntarily in my presence; and
- appeared to understand the effect of the waiver.

Signature of witness:

Notes for witness:

- 1 You must not witness this document if –
 - you are the dealer; or
 - you are employed by the dealer as an employee or under a contract for the performance of services; or
 - you are related by blood or marriage to the dealer; or
 - you are indebted to or owed money by the dealer.
- 2 You are not required to explain the effect of completing this form, but you must not witness this form unless you have made reasonable inquiries to satisfy yourself that the person proposing to sign the form understands the effect of completing this form.
- 3 If you are not satisfied that the person proposing to sign the form understands the form, you must refuse to witness the person's signature and refer the person to the Office of Consumer and Business Affairs.

Legislative history

Notes

- Variations of this version that are uncommenced are not incorporated into the text.
- Please note—References in the legislation to other legislation or instruments or to titles of bodies or offices are not automatically updated as part of the program for the revision and publication of legislation and therefore may be obsolete.
- Earlier versions of these regulations (historical versions) are listed at the end of the legislative history.
- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or www.legislation.sa.gov.au.

Legislation revoked by principal regulations

The *Second-hand Vehicle Dealers Regulations 1995* revoked the following:

Second-hand Motor Vehicles Regulations 1985

Principal regulations and variations

New entries appear in bold.

Year	No	Reference	Commencement
1995	203	<i>Gazette 2.11.1995 p1258</i>	30.11.1995: r 2
1996	93	<i>Gazette 30.5.1996 p2665</i>	1.7.1996: r 2
1996	232	<i>Gazette 17.10.1996 p1405</i>	17.10.1996: r 2
1996	259	<i>Gazette 23.12.1996 p2262</i>	3.2.1997: r 2
1997	81	<i>Gazette 13.5.1997 p1866</i>	1.7.1997: r 2
1997	213	<i>Gazette 9.10.1997 p1001</i>	1.11.1997: r 2
1998	76	<i>Gazette 28.5.1998 p2334</i>	1.7.1998: r 2
1998	125	<i>Gazette 28.5.1998 p2458</i>	28.5.1998: r 2 (republished <i>Gazette 29.5.1998 p2464</i>)
1999	61	<i>Gazette 27.5.1999 p2810</i>	1.7.1999: r 2
1999	143	<i>Gazette 1.7.1999 p55</i>	1.7.1999: r 2
2000	83	<i>Gazette 25.5.2000 p2757</i>	1.7.2000: r 2
2000	281	<i>Gazette 14.12.2000 p3568</i>	14.12.2000: r 2
2001	83	<i>Gazette 31.5.2001 p2023</i>	1.7.2001: r 2
2001	180	<i>Gazette 19.7.2001 p2732</i>	19.7.2001: r 2
2002	66	<i>Gazette 20.6.2002 p2543</i>	1.7.2002: r 2
2003	96	<i>Gazette 29.5.2003 p2251</i>	1.7.2003: r 2
2003	147	<i>Gazette 12.6.2003 p2500</i>	12.6.2003: r 2
2004	68	<i>Gazette 27.5.2004 p1493</i>	1.7.2004: r 2
2005	73	<i>Gazette 26.5.2005 p1450</i>	1.7.2005: r 2
2006	128	<i>Gazette 15.6.2006 p1821</i>	1.7.2006: r 2
2007	139	<i>Gazette 7.6.2007 p2514</i>	1.7.2007: r 2

2008	61	<i>Gazette 5.6.2008 p1901</i>	1.7.2008: r 2
2009	160	<i>Gazette 4.6.2009 p2669</i>	1.7.2009: r 2
2010	52	<i>Gazette 10.6.2010 p2693</i>	1.7.2010: r 2

Provisions varied

New entries appear in bold.

Entries that relate to provisions that have been deleted appear in italics.

Provision	How varied	Commencement
<i>rr 2 and 3</i>	<i>omitted under the Legislation Revision and Publication Act 2002</i>	<i>1.7.2004</i>
r 4		
r 4(1)		
Auction Notice	inserted by 213/1997 r 3(a)	1.11.1997
s 16 Notice	inserted by 213/1997 r 3(b)	1.11.1997
r 5	(d) deleted by 213/1997 r 4	1.11.1997
r 5A	inserted by 232/1996 r 3	17.10.1996
r 5A(1)	inserted by 96/2003 r 4(2)	1.7.2003
r 5A(2)	r 5A varied and redesignated as r 5A(2) by 96/2003 r 4(1), (2)	1.7.2003
r 7		
r 7(1)	varied by 180/2001 r 3	19.7.2001
r 8		
r 8(1)—(3)	varied by 259/1996 r 3 (Sch cl 23) varied by 125/1998 r 3	3.2.1997 28.5.1998
r 8(4)	varied by 259/1996 r 3 (Sch cl 23) varied by 125/1998 r 3 substituted by 180/2001 r 4	3.2.1997 28.5.1998 19.7.2001
r 9	varied by 259/1996 r 3 (Sch cl 23) varied by 125/1998 r 3	3.2.1997 28.5.1998
r 9(1)	r 9 varied and redesignated as r 9(1) by 180/2001 r 5(a), (b)	19.7.2001
r 9(2)—(5)	inserted by 180/2001 r 5(b)	19.7.2001
r 10	varied by 125/1998 r 3	28.5.1998
r 11		
r 11(1)	varied by 213/1997 r 5(a)	1.11.1997
r 11(2)	varied by 213/1997 r 5(b)—(d) varied by 125/1998 r 3	1.11.1997 28.5.1998
r 12	varied by 213/1997 r 6	1.11.1997
r 13	varied by 213/1997 r 7	1.11.1997
r 14		
r 14(1)	varied by 213/1997 r 8 varied by 125/1998 r 3	1.11.1997 28.5.1998
r 14(2)	varied by 125/1998 r 3	28.5.1998

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r 15		
r 15(1)	substituted by 213/1997 r 9(a)	1.11.1997
r 15(2)	varied by 213/1997 r 9(b)—(f)	1.11.1997
	varied by 125/1998 r 3	28.5.1998
r 16	varied by 213/1997 r 10	1.11.1997
r 17		
r 17(1)	varied by 213/1997 r 11	1.11.1997
	varied by 125/1998 r 3	28.5.1998
r 17(2)	varied by 125/1998 r 3	28.5.1998
r 18		
r 18(2)	varied by 125/1998 r 3	28.5.1998
r 19	varied by 125/1998 r 3	28.5.1998
r 20		
r 20(2)	varied by 147/2003 Sch 1	12.6.2003
r 20(3)	varied by 125/1998 r 3	28.5.1998
r 22	substituted by 281/2000 r 3	14.12.2000
r 23		
r 23(2)	varied by 125/1998 r 3	28.5.1998
<i>Sch 1 before</i>	<i>varied by 93/1996 r 3</i>	<i>1.7.1996</i>
<i>substitution by 76/1998</i>		
	<i>varied by 232/1996 r 4</i>	<i>17.10.1996</i>
	<i>varied by 81/1997 r 3</i>	<i>1.7.1997</i>
<i>Sch 1 before</i>	<i>substituted by 76/1998 r 3</i>	<i>1.7.1998</i>
<i>substitution by 66/2002</i>		
	<i>substituted by 61/1999 r 3</i>	<i>1.7.1999</i>
	<i>substituted by 83/2000 r 3</i>	<i>1.7.2000</i>
	<i>substituted by 83/2001 r 3</i>	<i>1.7.2001</i>
	<i>varied by 180/2001 r 6</i>	<i>19.7.2001</i>
<i>Sch 1 before</i>	<i>substituted by 66/2002 r 3</i>	<i>1.7.2002</i>
<i>substitution by 68/2004</i>		
	<i>varied by 96/2003 r 5</i>	<i>1.7.2003</i>
Sch 1	substituted by 68/2004 r 4	1.7.2004
	substituted by 73/2005 r 4	1.7.2005
	substituted by 128/2006 r 4	1.7.2006
	substituted by 139/2007 r 4	1.7.2007
	substituted by 61/2008 r 4	1.7.2008
	substituted by 160/2009 r 4	1.7.2009
Sch 2		
Form 1	varied by 213/1997 r 12(a)	1.11.1997
Form 1A	inserted by 213/1997 r 12(b)	1.11.1997
Form 2	varied by 213/1997 r 12(c)	1.11.1997
Form 2A	inserted by 213/1997 r 12(d)	1.11.1997
Form 3	varied by 213/1997 r 12(e)	1.11.1997
Form 3A	inserted by 213/1997 r 12(f)	1.11.1997

Form 4	varied by 213/1997 r 12(g)	1.11.1997
Form 4A	inserted by 213/1997 r 12(h)	1.11.1997
Form 5	varied by 213/1997 r 12(i)	1.11.1997
Form 5A	inserted by 213/1997 r 12(j)	1.11.1997
Form 6	varied by 213/1997 r 12(k)	1.11.1997
Form 6A	inserted by 213/1997 r 12(l)	1.11.1997
Form 7	varied by 213/1997 r 12(m)	1.11.1997
Form 7A	inserted by 213/1997 r 12(n)	1.11.1997
Form 8	varied by 213/1997 r 12(o)	1.11.1997
Form 9	varied by 213/1997 r 12(p)	1.11.1997
Sch 3		
Pts 1 and 2	headings deleted and items redesignated as paragraphs (a)—(c) by 147/2003 Sch 1	12.6.2003
Sch 4	Subheading deleted by 147/2003 Sch 1	12.6.2003
Sch 5		
cl 1	varied by 232/1996 r 5(a)	17.10.1996
cl 1(1)	cl 1 varied and redesignated as cl 1(1) by 180/2001 r 7(a), (b)	19.7.2001
cl 1(2)	inserted by 180/2001 r 7(b)	19.7.2001
cl 4	varied by 232/1996 r 5(b) varied by 180/2001 r 7(c), (d)	17.10.1996 19.7.2001
cl 5	varied by 232/1996 r 5(c) varied by 180/2001 r 7(e)	17.10.1996 19.7.2001
cl 7	inserted by 232/1996 r 5(d)	17.10.1996
due date	inserted by 180/2001 r 7(f)	19.7.2001
Sch 6	varied by 143/1999 r 3 (Sch cl 19)	1.7.1999

Transitional etc provisions associated with regulations or variations

Regulations Variation (Common Expiation Scheme) Regulations 1996 (No 259 of 1996)

4—Transitional provision

A regulation varied or revoked by these regulations will continue to apply (as in force immediately prior to the variation or revocation coming into operation) to an expiation notice issued under the varied or revoked regulations.

Historical versions

Reprint No 1—1.7.1999

Reprint No 2—1.7.2000

Reprint No 3—14.12.2000

Reprint No 4—1.7.2001

Reprint No 5—19.7.2001

Reprint No 6—1.7.2002

Reprint No 7—1.7.2003

1.7.2004

1.7.2005

1.7.2006

1.7.2007

1.7.2008