

South Australia

## **Second-hand Vehicle Dealers (Simplify No 2) Variation Regulations 2017**

under the *Second-hand Vehicle Dealers Act 1995*

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### **Part 1—Preliminary**

#### **1—Short title**

These regulations may be cited as the *Second-hand Vehicle Dealers (Simplify No 2) Variation Regulations 2017*.

#### **2—Commencement**

These regulations will come into operation on 1 September 2017.

#### **3—Variation provisions**

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

### **Part 2—Variation of *Second-hand Vehicle Dealers Regulations 2010***

#### **4—Variation of Schedule 2—Forms**

Schedule 2, Forms 5 and 6—delete the forms and substitute:

**Form 5—Particulars to be included in a contract for the sale of a second-hand vehicle by a dealer**

*Second-hand Vehicle Dealers Act 1995*

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**Second-hand Vehicle Dealers (Simplify No 2) Variation Regulations 2017**

Part 2—Variation of *Second-hand Vehicle Dealers Regulations 2010*

Dealer Reference or Stock No:

Name in which dealer is licensed:

Business address:

Make:	Model:	Body Type:	Colour:	Body: Trim:
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Year of manufacture:	Year of 1st registration:	Registration No:	Expiry date:	Engine No:	VIN No:
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DETAILS OF PURCHASE	\$	c	METHOD OF PAYMENT	\$	c
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Cash Price

Deposit

Additional options,  
accessories etc\*

Trade-in allowance\*

**Total price of vehicle**

Less pay-out

(Name of financier: )

Amount of deposit to  
be paid if contract  
rescinded (and  
preferred method of  
payment of refund)

Registration (number of  
months)

Equity (Deficiency)

3rd Party compulsory  
insurance

Less refund to  
purchaser

Stamp duty and/or transfer fee

Net equity (or  
deficiency)

Dealer to arrange above  
YES/NO

Total deposit and  
trade-in

If Yes—Dealer handling fee

*The dealer may charge—*

*if the vehicle is required  
to be presented for  
inspection at a  
recognised inspection  
facility—a maximum of  
\$385; or*

*in any other case—a  
maximum of \$100.*

Vehicle 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**

**Second-hand Vehicle Dealers (Simplify No 2) Variation Regulations 2017**  
Variation of *Second-hand Vehicle Dealers Regulations 2010*—Part 2

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Options/accessories/additional work included in this amount      \$      c      \*Trade-in details

Make:	Model:
Body Type:	Colour: Body:
	Trim:
Year of Manufacture:	Year of 1st Registration:
Registration No:	Expiry Date:
Engine No:	Odometer: kms
Payout to:	
Account No:	Valid until:

TOTAL

PURCHASER'S NAME:

ADDRESS:

Date of birth: Phone no:      Email address:      Driver's licence no:

**\*OWNERSHIP AND ODOMETER DECLARATION**

I declare that—

- (a) the trade-in is my own unencumbered property except as otherwise stated above; and
- (b) the odometer reading as stated above is, at the time of sale, true and correct to the best of my knowledge and belief.

Signature of purchaser:

Settlement date:

\*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:

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**COOLING-OFF RIGHTS**

\*This contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995* expiring on [insert date and time when period is to expire].

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that he or she does not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

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## Second-hand Vehicle Dealers (Simplify No 2) Variation Regulations 2017

### Part 2—Variation of *Second-hand Vehicle Dealers Regulations 2010*

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\*This contract is not subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

A purchaser who wishes to be bound by the contract may waive his or her right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

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I acknowledge that, *before* the signing of the contract for the purchase of the vehicle, I was informed of/I did not request\* 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:

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Any purported exclusion, limitation, modification or waiver of your rights under the Act 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 the *Second-hand Vehicle Dealers Regulations 2010*.

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**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law that cannot be excluded.**

Signature of purchaser:

Date:

Signature of dealer:

Date:

\*Strike out whichever does not apply.

## **Form 6—Particulars to be included in a contract for the sale of a second-hand motorcycle by a dealer**

### ***Second-hand Vehicle Dealers Act 1995***

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Name in which dealer is licensed:

Business address:

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Make: Model: Colour:

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Year of manufacture: Year of 1st registration: Registration No: Expiry date: Engine No: VIN No:

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DETAILS OF PURCHASE \$ c METHOD OF PAYMENT \$ c

Cash Price

Deposit

Additional options, accessories etc\*

Trade-in allowance\*

**Total price of motorcycle**

Less pay-out

Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)

Registration (number of months)

Equity (Deficiency)

3rd Party compulsory insurance

Less refund to purchaser



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**COOLING-OFF RIGHTS**

\*This contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995* expiring on [insert date and time when period is to expire].

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that he or she does not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

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\*This contract is not subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

A purchaser who wishes to be bound by the contract may waive his or her right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

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I acknowledge that, *before* the signing of the contract for the purchase of the vehicle, I was informed of/I did not request\* 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:

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Any purported exclusion, limitation, modification or waiver of your rights under the Act 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 the *Second-hand Vehicle Dealers Regulations 2010*.

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**IMPORTANT INFORMATION**

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

Signature of purchaser:

Date:

Signature of dealer:

Date:

\*Strike out whichever does not apply.

**5—Variation of Schedule 5—Contributions to second-hand vehicles compensation fund**

(1) Schedule 5, clause 1—delete "each"

(2) Schedule 5—after clause 1 insert:

- 1A If a licensed dealer carries on business as a dealer from more than 1 notified premises, only 1 contribution is payable annually by the dealer.

- (3) Schedule 5, clause 4, definition of *prescribed amount*, (a)—delete "\$100" and substitute:

\$60

- (4) Schedule 5, clause 4, definition of *prescribed amount*, (b)—delete "\$350" and substitute:

\$200

## **Schedule 1—Transitional provision**

### **1—Transitional provision**

A notice given by a dealer to a purchaser on or before 1 December 2017 that is in the form set out in Form 5 or 6 (as the case may be) of Schedule 2 of the *Second-hand Vehicle Dealers Regulations 2010* as in force immediately before the commencement of the *Second-hand Vehicle Dealers (Simplify No 2) Variation Regulations 2017* will be taken to be in the required form for the purposes of the *Second-hand Vehicle Dealers Act 1995* and the *Second-hand Vehicle Dealers Regulations 2010*.

**Note—**

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

### **Made by the Governor's Deputy**

with the advice and consent of the Executive Council  
on 8 August 2017

No 217 of 2017

DPC17/041CS