

South Australia

## **Second-hand Vehicle Dealers Regulations 2010**

under the *Second-hand Vehicle Dealers Act 1995*

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### **Contents**

1	Short title
3	Interpretation
4	Exemptions
5	Fees
6	Forms
7	Annual fee and return (section 11 of Act)
8	Notification of change in circumstances
9	Return etc of licence or certificate of registration
10	Display of licences, registration etc
10A	Dealer to retain employee records
11	Notices to be displayed (section 16 of Act)
12	Form of contract (section 17 of Act)
12A	Dealer to retain copy of contract
13	Notices to be provided to purchasers of second-hand vehicles (section 18 of Act)
14	Sale of vehicle and Dealer's Copy of Section 16 Notice
14A	Option to purchase vehicle subject to contract for sale (section 18E of Act)
15	Notices to be displayed in case of auction (section 20 of Act)
16	Notices to be provided to purchasers of second-hand vehicles (section 21 of Act)
17	Sale of vehicle and Auctioneer's Copy of Auction Notice
18	Trade auctions (section 22 of Act)
19	Sales between dealers
20	Advertisements
21	Dealers not under duty to repair certain defects (section 23 of Act)
22	Second-hand Vehicles Compensation Fund (Schedule 3 of Act)
23	Waiver of rights (section 33 of Act)

Schedule 1—Fees

Schedule 2—Forms

Schedule 3—Advertisements for sale of second-hand vehicles

Schedule 4—Defects in vehicles

Part 1—Defects in accessories

Part 2—Left-hand drive configuration

Schedule 5—Contributions to second-hand vehicles compensation fund

Schedule 6—Waiver of rights

## Legislative history

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### 1—Short title

These regulations may be cited as the *Second-hand Vehicle Dealers Regulations 2010*.

### 3—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 7;
  - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 8;
- (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 11;
  - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 12;

*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 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 for sale of a second-hand motorcycle—a notice in the form set out in Form 2;

*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.

#### 4—Exemptions

- (1) The following activities are exempt from the application of the Act:
  - (a) the buying, selling or offering for sale of vehicles with an unladen mass exceeding 3 000 kilograms;
  - (b) the buying, selling or offering for sale of vehicles manufactured or adapted solely for agricultural or industrial use;
  - (c) the buying, selling or offering for sale of vehicles by an executor or trustee on behalf of the estate of a deceased person.
- (2) The activity of selling or offering for sale an unroadworthy vehicle to a vehicle wrecker is exempt from the following sections of the Act if the vehicle is sold or offered for sale to the vehicle wrecker for the purpose of being wrecked or disassembled for salvage:
  - (a) section 16;
  - (b) section 17;
  - (c) section 18;
  - (d) section 18B;
  - (e) section 23.

- (3) In this regulation—

*vehicle wrecker* means a person who carries on the business of wrecking vehicles or disassembling vehicles for salvage.

#### 5—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

- (1) 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 or typewritten in type that is not smaller than 10 point Times New Roman font; and
  - (d) not include any printing or handwriting (other than a signature) that is not clear and legible.
- (2) Despite subregulation (1)(c), the notice set out in Form 15 must, in order to be set out in that form, comply with the following:
  - (a) the first and third lines of the notice must be printed or typewritten in type that is not smaller than 16 point Times New Roman font;

- (b) the second line of the notice must be printed or typewritten in type that is not smaller than 20 point Times New Roman font.

### **7—Annual fee and return (section 11 of Act)**

- (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 19 July 2001—
    - (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 granted a licence on or after 19 July 2001—
    - (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: \$5 000.  
Expiation fee: \$315.
- (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: \$5 000.  
Expiation fee: \$315.
- (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: \$5 000.  
Expiation fee: \$315.

- (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: \$5 000.

Expiation fee: \$315.

### **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 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: \$5 000.

Expiation fee: \$315.

- (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: \$5 000.
- Expiation fee: \$315.
- (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: \$5 000.
- Expiation fee: \$315.
- (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 to the Commissioner.

Maximum penalty: \$5 000.

Expiation fee: \$315.

## **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 2 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: \$5 000.

## **10A—Dealer to retain employee records**

- (1) A dealer must keep, in respect of each person employed by the dealer as a salesperson, records relating to the person's employment by the dealer (including any report on the person's criminal history (if any)) at—

- (a) the registered premises of the dealer; or
- (b) another location the details of which are kept at the registered premises of the dealer,

for the duration of the person's employment by the dealer.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) A dealer must produce to an authorised officer within a reasonable time (on request) any record that the dealer is required to keep under subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

## **11—Notices to be displayed (section 16 of Act)**

- (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 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, 3 identical copies of the Notice are prepared; and
  - (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); and
  - (c) the second copy is endorsed with the statement "Purchaser's Copy" and has the form set out in Form 3 or Form 4 (as the case requires) printed on the reverse side; and
  - (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 4 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 3 printed on the reverse side; and
  - (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 for sale.

Maximum penalty: \$5 000.

## **12—Form of contract (section 17 of Act)**

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 5 or Form 6 (as the case requires); and
- (b) the particulars required to be included in the contract are as required or indicated by that Form.

## **12A—Dealer to retain copy of contract**

- (1) A copy of each contract for the sale of a second-hand vehicle by a dealer must be kept by the dealer at—
- (a) the registered premises of the dealer; or
  - (b) another location the details of which are kept at the registered premises of the dealer,

for a period of not less than 2 years from the date of the sale.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of any contract that the dealer is required to keep under subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

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

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 3 or Form 4 (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 Part 3 Division 1 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 4;

(b) in the case of any other vehicle—by Part 1 of Form 3.

Maximum penalty: \$5 000.

- (2) A licensed dealer must keep the Dealer's Copy of a Section 16 Notice at—

(a) the registered premises of the dealer; or

(b) another location the details of which are kept at the registered premises of the dealer,

for a period of not less than 2 years from the date of sale of the vehicle to which the Notice relates.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) A dealer must produce to an authorised officer within a reasonable time (on request) the Dealer's Copy of a Section 16 Notice that the dealer is required to keep under subregulation (2).

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **14A—Option to purchase vehicle subject to contract for sale (section 18E of Act)**

For the purposes of section 18E(2)(b)(ii) of the Act, a notice in the approved form is to contain—

- (a) a statement of the dealer's right under section 18E(2)(a) of the Act to require the person to whom an option is granted to pay a deposit, including details of the maximum deposit that may be required; and

- (b) a statement of the circumstances in which the holder of an option to purchase a second-hand vehicle that is subject to a contract for sale is entitled under section 18E(3) of the Act to a refund of any deposit paid in order to secure the option; and
- (c) any other information approved by the Commissioner for the purposes of the notice.

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

- (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, 3 identical copies of the Notice are prepared; and
  - (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; and
      - (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); and
  - (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 9 or Form 10 (as the case requires); and
      - (B) if the auctioneer is conducting the auction on behalf of another person not being a dealer—the form set out in Form 13 or Form 14 (as the case requires); and
  - (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 10;

- in the case of any other vehicle—the part of the form set out in Part 1 of Form 9; and
- (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 14;
  - in the case of any other vehicle—the part of the form set out in Part 1 of Form 13; and
- (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: \$5 000.

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

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 9 or Form 10 (as the case requires); or
- (b) if the vehicle was sold on behalf of another person not being a dealer—be in the form set out in Form 13 or Form 14 (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 10; or
    - (ii) in the case of any other vehicle—by Part 1 of Form 9; and
  - (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 14; or
    - (ii) in the case of any other vehicle—by Part 1 of Form 13.

Maximum penalty: \$5 000.

- (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: \$5 000.

## 18—Trade auctions (section 22 of Act)

- (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 15; and
  - (b) the prescribed form of the statement required to be included in an 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; or
    - (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: \$5 000.

## 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 16 (the *Dealer Sale form*), completed and signed by the dealers in duplicate within 7 days of the purchasing dealer taking possession of the vehicle pursuant to the sale;
- (b) 1 copy of the Dealer Sale form must be kept by the selling dealer for a period of not less than 2 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: \$5 000.

## 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: \$5 000.

## **21—Dealers not under duty to repair certain defects (section 23 of Act)**

- (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 Schedule 4 Part 1 or Part 2 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 5 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) Schedule 3 clause 2 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 vehicle<sup>1</sup> purchased or sold by the dealer or left in the dealer's possession.
- (2) For the purposes of Schedule 3 clause 4 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.
- (3) For the purposes of Schedule 3 clause 3(2)(d) of the Act, the educational program relating to the provisions contained in the *Second-hand Vehicle Dealers (Cooling-off Rights) Amendment Act 2009* conducted by or on behalf of the Commissioner for the benefit of dealers, salespersons and members of the public is prescribed.

### **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 of Act)**

- (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 the *Waiver of Rights Under Part 4* document, as 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 person must not sign a witness certificate (as set out in the *Waiver of Rights Under Part 4* document)—
- (a) if he or she—
    - (i) is the dealer; or
    - (ii) is owed money by or indebted to the dealer; or
    - (iii) is employed by the dealer as an employee or under a contract for the performance of services; or
    - (iv) is otherwise a close associate of the dealer; and
  - (b) unless the witness has made reasonable inquiries to satisfy himself or herself that the person proposing to sign the document understands the effect of completing the document.

Maximum penalty: \$5 000.

- (3) A prospective purchaser of a second-hand vehicle from a dealer may waive his or her right under section 18B of the Act to rescind the contract for the sale of the vehicle if he or she signs the *Waiver of Cooling-off Rights* document, as set out in Schedule 6, before a witness who signs the document as required or indicated by the document.
- (4) A person must not sign as witness to a *Waiver of Cooling-off Rights* document if he or she is the dealer or a salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle to the prospective purchaser.

Maximum penalty: \$5 000.

- (5) A copy of each waiver document signed by a purchaser or prospective purchaser in respect of the sale or prospective sale of a second-hand vehicle by a dealer must be kept by the dealer at—
- (a) the registered premises of the dealer; or
  - (b) another location the details of which are kept at the registered premises of the dealer,

for a period of not less than 2 years from the date on which the document is signed.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (6) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of any waiver document that the dealer is required to keep under subregulation (5).

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (7) In this regulation—

**waiver document** means the *Waiver of Rights Under Part 4* document or the *Waiver of Cooling-off Rights* document, as the case requires.

## Schedule 1—Fees

1	Application fee for licence (section 8(1)(b) of the Act)	\$229.00
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 buying or selling second-hand vehicles consisting only of motorcycles	\$168.00
	(ii) in any other case	\$353.00
	(b) for a body corporate—	
	(i) for carrying on the business of buying or selling second-hand vehicles consisting only of motorcycles	\$246.00
	(ii) in any other case	\$529.00
	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 buying or selling second-hand vehicles consisting only of motorcycles	\$168.00
	(ii) in any other case	\$353.00
	(b) for a body corporate—	
	(i) for carrying on the business of buying or selling second-hand vehicles consisting only of motorcycles	\$246.00
	(ii) in any other case	\$529.00
	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.	
4	Default penalty (section 11(3) of the Act)	\$145.00
5	Application fee for separate application to register premises (section 14(2) of the Act)	\$43.50
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)	\$43.50
7	Application fee with respect to a duty to repair a vehicle (section 24(2) of the Act)	\$43.50
8	Fee for replacement of licence or certificate of registration	\$22.30

## Schedule 2—Forms

### Form 1—Section 16 notice—Sale of second-hand vehicle

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

#### 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  
(specify miles or 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:

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

#### Note—

Although the dealer is required to include the last owner's name and address, or provide this  
information on request, a dealer who fails to do this may have a defence if he or she can prove that  
reasonable inquiries were made and a proper examination of the vehicle conducted. (For example,  
if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last  
owner's details despite having made reasonable inquiries.)

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:

*[Insert N/A if not applicable]*

*Note: 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 for sale on behalf of another dealer:

Name in which the other dealer is licensed:

Business address:

*[Insert N/A if not applicable]*

*Note: If the vehicle is being offered 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 the *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).*

<b>Sale price</b>	<b>Duty to repair</b>
Up to and including \$3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
\$3 001—\$6 000	2 months or 3 000 kilometres, whichever occurs first.
Over \$6 000	3 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.

*[Strike out if not applicable]*

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;
- the following accessories:

*[The list of additional accessories must not include an accessory originally fitted by the vehicle's manufacturer or produced or approved by the manufacturer for fitting to vehicles of that kind.]*

*[Strike out any of the above that do not apply]*

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:

*[Strike out Part B if not applicable]*

### **Part C**

There is no duty to repair this vehicle because *[strike out whichever of the following does not apply]*—

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

*[Strike out Part C if not applicable]*

## **Form 2—Section 16 Notice—Sale of second-hand motorcycle** ***Second-hand Vehicle Dealers Act 1995***

### **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 number:

Engine number (if not registered):

Odometer reading when the motorcycle was acquired from the last owner who was not a dealer (specify miles or 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:

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

**Note—**

Although the dealer is required to include the last owner's name and address, or provide this information on request, a dealer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

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:

*[Insert N/A if not applicable]*

*Note: 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 for sale on behalf of another dealer:

Name in which the other dealer is licensed:

Business address:

*[Insert N/A if not applicable]*

**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.

**Form 3—Notice to purchaser**

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

**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 (specify miles or 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 (print in block letters):

## 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 air-conditioners) are not covered if the dealer has listed them on the other side of this form.

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 2010*.**

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. Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.

**Form 4—Notice to purchaser**

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

**Sale of second-hand motorcycle**

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 (specify miles or 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 (print in block letters):

**Important information**

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

**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***

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*		
<b>Total price of vehicle</b>				Less pay-out		
Is contract subject to cooling-off period? YES/NO				Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)		

**If Yes**—when does period expire?

(Date and time when period expires)

Special conditions (Dealer to provide details)

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

Payable on delivery

Vehicle insurance: Company

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

\$            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**

\*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:.....

.....

.....

**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*.

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

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.

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.

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:

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*.

*\*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***

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		\$	c	METHOD OF PAYMENT	
Cash Price		Deposit			
Additional options, accessories etc*		Trade-in allowance*			
<b>Total price of motorcycle</b>		Less pay-out			
Is contract subject to cooling-off period? YES/NO		Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)			

**If Yes**—when does period expire?

(Date and time when period expires)

Special conditions (Dealer to provide details)

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

Payable on delivery

Motorcycle insurance: Company

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

\$ c

\*Trade-in details

Make:

Model:

Colour:

Year of Manufacture:

Year of 1st Registration:

Registration No:

Expiry Date:

Engine No:

Odometer:  
kms

Payout to:

Account No:

Valid until:

TOTAL

**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*.

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

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.

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:

---

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*.

*\*Strike out whichever does not apply.*

## **Form 7—Auction Notice—Vehicle owned by auctioneer or to be auctioned on behalf of a dealer**

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

#### **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 (specify miles or 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:

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

**Note—**

Although the auctioneer is required to include the last owner's name and address, or provide this information on request, an auctioneer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

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:

*[Insert N/A if not applicable]*

*Note: If the person's name and address are not supplied in this form, they are available from the dealer 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:

*[Insert N/A if not applicable]*

*Note: 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 of the *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).*

<b>Sale price</b>	<b>Duty to repair</b>
Up to and including \$3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
\$3 001—\$6 000	2 months or 3 000 kilometres, whichever occurs first.
Over \$6 000	3 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.

*[Strike out if not applicable]*

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;
- the following accessories:

*[The list of additional accessories must not include an accessory originally fitted by the vehicle's manufacturer or produced or approved by the manufacturer for fitting to vehicles of that kind.]*

*[Strike out any of the above that do not apply]*

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:

*[Strike out Part B if not applicable]*

### **Part C**

There is no duty to repair this vehicle because *[strike out whichever of the following does not apply]*—

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

*[Strike out Part C if not applicable]*

## **Form 8—Auction Notice—Motorcycle owned by auctioneer or to be auctioned on behalf of a dealer**

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

#### **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 (specify miles or 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:

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

### **Note—**

Although the auctioneer is required to include the last owner's name and address, or provide this information on request, an auctioneer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

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:

*[Insert N/A if not applicable]*

*Note: If the person's name and address are not supplied in this form, they are available from the dealer 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:

*[Insert N/A if not applicable]*

## **Important information**

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

## **Form 9—Notice to purchaser**

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

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 (specify miles or 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 behalf of the auctioneer:

Name of the person signing this certificate (print in block letters):

### **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 air-conditioners) are not covered if the dealer has listed them on the other side of this form.

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 2010*.**

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. Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.

### **Form 10—Notice to purchaser**

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

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 (specify miles or 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 (print in block letters):

### **Important information**

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

### **Form 11—Auction Notice—Vehicle to be auctioned on behalf of person who is not a dealer**

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

### **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 (specify miles or 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:

*Note: 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:

*[Insert N/A if not applicable]*

*Note: If the person'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**

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 12—Auction Notice—Motorcycle to be auctioned on behalf of person who is not a dealer**

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

### **The motorcycle**

Manufacturer and model:

Year of manufacture:

Year of first registration:

Registration number:

Engine number (if not registered):

Odometer reading when the motorcycle was acquired from the last owner who was not a dealer (specify miles or 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:

*Note: 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:

*[Insert N/A if not applicable]*

*Note: If the person'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*.

### **Form 13—Notice to purchaser**

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

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 (specify miles or 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 [*print in block letters*]:

### **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 14—Notice to purchaser**

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

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 (specify miles or 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 [*print in block letters*]:

### **Important information**

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

**Form 15—Trade auction notice**

*Second-hand Vehicle Dealers Act 1995*

**This Vehicle Is To Be Sold By**

**TRADE AUCTION**

**Bids Will Be Accepted Only From Licensed Dealers**

**Form 16—Dealer sale form**

*Second-hand Vehicle Dealers Act 1995*

**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 when the vehicle was acquired from the last owner who was not a dealer (specify miles or 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**

*[Insert 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:

*[Insert N/A if not applicable]*

### **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 [*print in 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 [*print in block letters*]:

## **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 2 or more licensees are conducting a business in partnership, the licence number of at least 1 of the licensees;
- (b) the price at which the vehicle, in the condition which it is offered 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;

- (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 1 licensed dealer, only 1 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;

*prescribed amount* means—

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

## Schedule 6—Waiver of rights

### Document 1—Waiver of rights under Part 4

#### Waiver of rights under *Second-hand Vehicle Dealers Act 1995*

(regulation 23)

**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 1 copy of the completed and signed document to the dealer and keep the other copy for your records.

**Part 2**

I [insert name] of [insert address] agree to waive the right to require [insert 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 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 [insert name] a [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—

- 1 You must not witness this document if—
  - you are the dealer; or
  - you are owed money by or indebted to the dealer; or
  - you are employed by the dealer as an employee or under a contract for the performance of services; or
  - you are the dealer's spouse, domestic partner, parent, brother, sister or child; or
  - you and the dealer are members of the same household; or
  - you are in partnership with the dealer; or
  - you and the dealer are otherwise close associates (within the meaning of the *Second-hand Vehicle Dealers Act 1995*).
- 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.

## Document 2—Waiver of cooling-off rights

**Important. This is an important document. It takes away some of your legal rights. Read it carefully. This form must be completed in duplicate.**

### Your right to cool-off

Under section 18B of the *Second-hand Vehicle Dealers Act 1995* you have a cooling-off right, which is the right to change your mind about buying the vehicle.

You have 2 clear business days (which is the cooling-off period) after signing the contract to change your mind about buying the vehicle. If you change your mind, you must give the dealer written notice that you do not wish to go ahead with the purchase before the end of the cooling-off period. When this occurs the contract is rescinded.

There is a penalty for deciding not to go ahead with the contract. The dealer will keep part of the deposit you paid: 2% of the contract price or \$100, whichever is the lesser. However, you are entitled to the return of the rest of the deposit you paid to the dealer (less 2% of the contract price or \$100, whichever is the lesser).

If you wish, you can give up the cooling-off right by signing this document. By signing this document, you will lose your right to rescind the sales contract under section 18B of the *Second-hand Vehicle Dealers Act 1995*. You should not sign this document unless you are absolutely certain you want to buy the vehicle.

If you decide to sign this document give 1 copy of the completed and signed document to the dealer and keep the other copy for your records.

### **Details of transaction**

Date contract was made:  
Make and model of vehicle:  
Registration No:  
Engine No:  
Vehicle identification No:  
Year of manufacture:  
Dealer's name:  
Dealer's licence No:  
Dealer's business address:  
Dealer's telephone No:

### **Waiving your cooling-off rights**

- I know that section 18B of the *Second-hand Vehicle Dealers Act 1995* gives me the right to decide within 2 clear business days not to go ahead with the purchase and to rescind the contract.
- I do not want this legal right.
- I know that if **I** sign this document, **I will lose my right to cancel the contract for the sale of the vehicle** under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

Purchaser's name:  
Purchaser's telephone No:  
Purchaser's address:  
Purchaser's signature:  
Date:  
Name of witness:  
Address of witness:  
Signature of witness:  
Date:

#### **Note—**

You must not witness this document if you are the dealer or a salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle.

## Legislative history

### Notes

- Variations of this version that are uncommenced are not incorporated into the text.
- 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](http://www.legislation.sa.gov.au).

### Legislation revoked by principal regulations

The *Second-hand Vehicle Dealers Regulations 2010* revoked the following:

*Second-hand Vehicle Dealers Regulations 1995*

### Principal regulations and variations

New entries appear in bold.

Year	No	Reference	Commencement
2010	191	<i>Gazette 26.8.2010 p4429</i>	1.9.2010: r 2
<b>2010</b>	<b>212</b>	<b><i>Gazette 14.10.2010 p5093</i></b>	<b>29.11.2010: r 2</b>
2011	76	<i>Gazette 9.6.2011 p2102</i>	1.7.2011: 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>r 2</i>	<i>omitted under Legislation Revision and Publication Act 2002</i>	<i>29.11.2010</i>
r 3		
r 3(1)		
Section 16 Notice	varied by 212/2010 r 4	29.11.2010
r 4		
r 4(1)	r 4 varied and redesignated as r 4(1) by 212/2010 r 5(1), (2)	29.11.2010
r 4(2) and (3)	inserted by 212/2010 r 5(2)	29.11.2010
r 6		
r 6(1)	r 6 varied and redesignated as r 6(1) by 212/2010 r 6(1), (2)	29.11.2010
r 6(2)	inserted by 212/2010 r 6(2)	29.11.2010
r 8		
r 8(1)	varied by 212/2010 r 7(1)	29.11.2010
r 8(2)	varied by 212/2010 r 7(2)	29.11.2010
r 8(3)	varied by 212/2010 r 7(3)	29.11.2010
r 8(4)	varied by 212/2010 r 7(4)	29.11.2010

r 9		
r 9(1)	varied by 212/2010 r 8(1)	29.11.2010
r 9(2)	varied by 212/2010 r 8(2)	29.11.2010
r 9(3)	varied by 212/2010 r 8(3)	29.11.2010
r 9(5)	varied by 212/2010 r 8(4)	29.11.2010
r 10	varied by 212/2010 r 9	29.11.2010
r 10A	inserted by 212/2010 r 10	29.11.2010
r 11		
r 11(1)	varied by 212/2010 r 11(1)	29.11.2010
r 11(2)	varied by 212/2010 r 11(1), (2)	29.11.2010
r 12A	inserted by 212/2010 r 12	29.11.2010
r 14		
r 14(1)	varied by 212/2010 r 13(1)	29.11.2010
r 14(2)	substituted by 212/2010 r 13(2)	29.11.2010
r 14(3)	inserted by 212/2010 r 13(2)	29.11.2010
r 14A	inserted by 212/2010 r 14	29.11.2010
r 15		
r 15(2)	varied by 212/2010 r 15	29.11.2010
r 17		
r 17(1)	varied by 212/2010 r 16(1)	29.11.2010
r 17(2)	varied by 212/2010 r 16(2)	29.11.2010
r 18		
r 18(2)	varied by 212/2010 r 17	29.11.2010
r 19	varied by 212/2010 r 18	29.11.2010
r 20		
r 20(3)	varied by 212/2010 r 19	29.11.2010
r 23		
r 23(1)	varied by 212/2010 r 20(1)	29.11.2010
r 23(2)	substituted by 212/2010 r 20(2)	29.11.2010
r 23(3)—(7)	inserted by 212/2010 r 20(2)	29.11.2010
Sch 1	varied by 212/2010 r 21	29.11.2010
Sch 2		
Form 1		
Pt A	varied by 212/2010 r 22(1), (2)	29.11.2010
Pt B	varied by 212/2010 r 22(3), (4)	29.11.2010
Form 2	varied by 212/2010 r 22(5), (6)	29.11.2010
Form 3		
Pt 2	varied by 212/2010 r 22(7), (8)	29.11.2010
Forms 5 and 6	substituted by 212/2010 r 22(9) (Sch 1)	29.11.2010
Form 7		
Pt A	varied by 212/2010 r 22(10)	29.11.2010
Pt B	varied by 212/2010 r 22(11), (12)	29.11.2010
Form 8	varied by 212/2010 r 22(13)	29.11.2010

## Second-hand Vehicle Dealers Regulations 2010—29.11.2010 to 30.6.2011

### Legislative history

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Form 9		
Pt 2	varied by 212/2010 r 22(14), (15)	29.11.2010
Sch 3	varied by 212/2010 r 23	29.11.2010
Sch 4		
Pt 1	(g) deleted by 212/2010 r 24	29.11.2010
Sch 5		
cl 7		
prescribed amount	varied by 212/2010 r 25	29.11.2010
Sch 6		
Document 1	Form 1 varied to read Document 1 by 212/2010 r 26(1), (2)	29.11.2010
Document 2	inserted by 212/2010 r 26(3)	29.11.2010
Sch 7	<i>deleted by 212/2010 r 27</i>	<i>29.11.2010</i>