

South Australia

## **Second-hand Vehicle Dealers Regulations 2025**

under the *Second-hand Vehicle Dealers Act 1995*

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## 1—Short title

These regulations may be cited as the *Second-hand Vehicle Dealers Regulations 2025*.

## 2—Commencement

These regulations come into operation on 1 September 2025.

## 3—Interpretation

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

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

*Auctioneer's Copy* of an Auction Notice—see regulation 18(2)(d);

*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; or
  - (ii) for the sale of a second-hand motorcycle—a notice in the form set out in Form 8; or
- (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; or

- (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;

**Dealer's Copy** of a Section 16 Notice—see regulation 12(2)(d);

**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; or
- (b) in relation to the offer for sale of a second-hand motorcycle—a notice in the form set out in Form 2;

**special purpose vehicle** has the same meaning as in the *Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008*;

**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 1.
- (3) For the purposes of sections 3(2) and 23 of the Act, **prescribed electric vehicle** means an electric vehicle within the meaning of regulation 112(5) of the *Motor Vehicles Regulations 2025*.
- (4) For the purposes of sections 3(2) and 23 of the Act, **prescribed hybrid vehicle** means a vehicle that—
- (a) uses electricity as a fuel source for propulsion; and
- (b) is powered partly by an internal combustion engine or by hydrogen,
- but does not include a special purpose vehicle.

#### 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—waiver, reduction and refund**

The Commissioner may waive, reduce or refund a fee (or part of a fee) prescribed for the purposes of the Act 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 1—
- (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, permitted 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 or Calibri 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 or Calibri 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 or Calibri font.

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

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; and

- (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.

## **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

- (1) If the licence of a dealer is surrendered, suspended or cancelled, the dealer must, at the direction of the Tribunal or the Commissioner, return the licence 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 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 to the Commissioner.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (3) The Commissioner may issue to a licensed dealer a licence in replacement of a current licence if satisfied that—
  - (a) the current licence has been lost, destroyed or damaged; or
  - (b) any particulars appearing on the current licence are incorrect.
- (4) If the Commissioner issues to a licensed dealer a replacement licence, the dealer must, at the direction of the Commissioner, return the original (or previous duplicate) licence to the Commissioner.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.

## 10—Display of licences etc

A licensed dealer must ensure—

- (a) that a copy of the dealer's licence is prominently displayed at each of the notified premises of the dealer 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,are prominently and permanently displayed at the main public entrance to each of the notified premises of the dealer.

Maximum penalty: \$5 000.

## 11—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 notified premises of the dealer; or
  - (b) another location the details of which are kept at the notified 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.

## 12—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; 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 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; and
    - (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 notified premises of the dealer at which the vehicle to which the Section 16 Notice relates is being offered for sale.

Maximum penalty: \$5 000.

### **13—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.

### **14—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 notified premises of the dealer; or
- (b) another location the details of which are kept at the notified 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.

### **15—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).

### **16—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; and
- (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 notified premises of the dealer; or
- (b) another location the details of which are kept at the notified 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.

### **17—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.

### **18—Notices to be displayed (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); or
  - (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; and
      - in the case of any other vehicle—the part of the form set out in Part 1 of Form 9; or
    - (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; and
      - 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.

## **19—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).

## **20—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; and
  - (ii) in the case of any other vehicle—by Part 1 of Form 9; or
- (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; and
  - (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.

## 21—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.

## 22—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.

### **23—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 2.
- (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 Schedule 2 paragraph (c).
- (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.

### **24—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 3 Part 1, Part 2 or Part 3 and the dealer has complied with any 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 other than a Saturday, Sunday or 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.

### **25—No duty to repair where defect disclosed prior to sale (section 23A of Act)**

- (1) For the purposes of section 23A(1)(b) of the Act, the dealer must provide to the purchaser a notice of defects in the form set out in Form 17.
- (2) For the purposes of section 23A(1)(c) of the Act, the purchaser must acknowledge receipt of the information in the notice of defects in the form set out in Form 17.

### **26—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 purchased or sold by the dealer or left in the dealer's possession.

**Note—**

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.

- (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 4 of these regulations in accordance with the provisions of that Schedule.

**27—Waiver of rights (section 33 of Act)**

- (1) A prospective purchaser of a second-hand vehicle from a dealer may waive their right under section 18B of the Act to rescind the contract for the sale of the vehicle if they sign the *Waiver of Cooling-off Rights* document, as set out in Schedule 5, before a witness who signs the document as required or indicated by the document.
- (2) A person must not sign as witness to a *Waiver of Cooling-off Rights* document if they 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 to the prospective purchaser.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) A copy of a *Waiver of Cooling-off Rights* document signed by a prospective purchaser in respect of the prospective sale of a second-hand vehicle by a dealer must be kept by the dealer at—
- (a) the notified premises of the dealer; or
- (b) another location the details of which are kept at the notified 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.

- (4) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of a *Waiver of Cooling-off Rights* document that the dealer is required to keep under subregulation (3).

Maximum penalty: \$5 000.

Expiation fee: \$315.

**Schedule 1—Forms****Form 1—Section 16 notice—Sale of second-hand vehicle*****Second-hand Vehicle Dealers Act 1995*****Dealer Reference or Stock No:**

## 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:

VIN number:

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?

### The last owner

The name and address of the last owner of this vehicle are available from the dealer on request.

If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the dealer on request.

#### Note—

Although the dealer is required to provide the last owner's name and address on request, a dealer who fails to do this may have a defence if they 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.)

### 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.*

Has the vehicle ever been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water? (Yes or No)

## 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.

The dealer has no duty to repair certain defects in the vehicle listed in the notice of defects provided to and acknowledged by the purchaser prior to the sale.

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 any defect in the following accessories, being accessories not originally fitted by the vehicle's manufacturer, or not produced or approved by the manufacturer for fitting to vehicles of that kind:

*[List accessories]*

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle to the following agreed place of repair:

*[Insert name and address]*

If no place of repair has been agreed on, the purchaser must deliver the vehicle to any of the following notified premises of the dealer:

*[Insert names and addresses]*

## 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:

VIN number:

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?

## The last owner

The name and address of the last owner of this vehicle are available from the dealer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the dealer on request.

### Note—

Although the dealer is required to provide the last owner's name and address on request, a dealer who fails to do this may have a defence if they 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.)

## 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, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## 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 the duty applies to a passenger vehicle if its year of first registration is less than 15 years ago or it has, at the time of sale, been driven less than 200 000 km.)

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 notified 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. Certain defects present in the vehicle of which you were given notice prior to the sale are not covered and some accessories 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, including the Australian Consumer Law.

Some disputes between dealers and purchasers may 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 Consumer and Business Services.

Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

#### **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*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

#### **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***

Dealer Reference or Stock No:

Name in which dealer is licensed:

Business address:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:

Phone no:

Email address:

Driver's licence or  
client no:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:

Phone no:

Email address:

Driver's licence or  
client no:

Make:

Model:

Body Type:

Colour:

Body:  
Trim:Year of  
manufacture:Year of 1st  
registration:Registration  
No:

Expiry date:

Engine No:

VIN No:

Odometer  
reading:

DETAILS OF PURCHASE

\$

c

METHOD OF PAYMENT

\$

c

Purchase 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 (no of months) [3] /  
[12] / remaining

Equity (Deficiency)

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.*

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

\*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
VIN No:	
Payout to:	
Account No:	Valid until:

\*OWNERSHIP AND ODOMETER DECLARATION

I declare that—

- (a) the trade-in is my own unencumbered property except as otherwise stated above and does not, to the best of my knowledge and belief, have a security interest (except any interest stated above) registered against it on the Personal Property Securities Register (PPSR); 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; and
- (c) the vehicle has not, to the best of my knowledge and belief, been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water on the PPSR; and
- (d) the trade-in is not, to the best of my knowledge and belief, recorded as stolen on the PPSR.

Signature of purchaser(s):

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 notified premises of the dealer for repair:

COOLING-OFF RIGHTS

A purchase under this contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*, unless the purchaser chooses to waive their right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

**Note: the 2 day cooling-off period ceases to apply to a contract if the purchaser under the contract takes possession of the vehicle before the expiration of the cooling-off period.**

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 they do 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.

\*This contract is subject to a 2 day cooling-off period which will expire on:

I understand that if I take possession of the vehicle before the expiry of the cooling-off period, the cooling-off period will cease and I can no longer change my mind once I take the vehicle.

\*This contract is not subject to a 2 day cooling-off period.

I have been provided the *Waiver of Cooling-off Rights* document and I understand that by signing the document and this contract, I will be bound by the contract.

---

Any purported exclusion, limitation, modification or waiver of your rights under the *Second-hand Vehicle Dealers Act 1995* 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 2025*.

---

**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.**

**Please ensure that, before signing this contract, you have read, understood and agree to each of the terms and conditions contained in this contract. By signing the contract, you will be legally bound by it.**

Signature of purchaser(s):

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***

Name in which dealer is licensed:

Business address:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:

Phone no:

Email address:

Driver's licence or  
client no:

PURCHASER'S NAME:

ABN:

ADDRESS:

Date of birth:

Phone no:

Email address:

Driver's licence or  
client no:

---

Make:

Model:

Colour:

---

Year of  
manufacture:

Year of 1st  
registration:

Registration  
No:

Expiry date:

---

Engine No:

VIN  
No:

Odometer  
reading:

**Second-hand Vehicle Dealers Regulations 2025—1.9.2025**

Schedule 1—Forms

DETAILS OF PURCHASE	\$	c	METHOD OF PAYMENT	\$	c
Purchase price			Deposit		
Additional options, accessories etc*			Trade-in allowance*		
<b>Total price of motorcycle</b>			Less pay-out		
			Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)		
Registration (no of months) [3] / [12] / remaining			Equity (Deficiency)		
			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					
<i>The dealer may charge—</i>					
<i>if the vehicle is required to be presented for inspection at a recognised inspection facility—a maximum of \$385;</i>					
<i>or</i>					
<i>in any other case—a maximum of \$100.</i>					
			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)		
<b>TOTAL PAYABLE</b>			<b>TOTAL PAYMENT</b>		
			*Trade-in details		
			Make:	Model:	
				Colour:	
			Year of Manufacture:	Year of 1st Registration:	
			Registration No:	Expiry Date:	
			Engine No:	Odometer: kms	
			VIN No:		
			Payout to:		
			Account No:	Valid until:	

**\*OWNERSHIP AND ODOMETER DECLARATION**

I declare that—

- (a) the trade-in is my own unencumbered property except as otherwise stated above and does not, to the best of my knowledge and belief, have a security interest (except any interest stated above) registered against it on the Personal Property Securities Register (PPSR); 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; and
- (c) the vehicle has not, to the best of my knowledge and belief, been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water on the PPSR; and
- (d) the trade-in is not, to the best of my knowledge and belief, recorded as stolen on the PPSR.

Signature of purchaser(s):

Settlement date:

**COOLING-OFF RIGHTS**

A purchase under this contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*, unless the purchaser chooses to waive their right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

**Note: the 2 day cooling-off period ceases to apply to a contract if the purchaser under the contract takes possession of the vehicle before the expiration of the cooling-off period.**

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 they do 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.

\*This contract is subject to a 2 day cooling-off period which will expire on:

I understand that if I take possession of the vehicle before the expiry of the cooling-off period, the cooling-off period will cease and I can no longer change my mind once I take the vehicle.

\*This contract is not subject to a 2 day cooling-off period.

I have been provided the *Waiver of Cooling-off Rights* document and I understand that by signing the document and this contract, I will be bound by the contract.

Any purported exclusion, limitation, modification or waiver of your rights under the *Second-hand Vehicle Dealers Act 1995* 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 2025*.

**IMPORTANT INFORMATION**

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

**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.**

**Please ensure that, before signing this contract, you have read, understood and agree to each of the terms and conditions contained in this contract. By signing the contract, you will be legally bound by it.**

Signature of purchaser(s):

Date:

Signature of dealer:

Date:

\*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***

**Dealer Reference or Stock No:**

**Part A**

**The dealer**

Manufacturer and model:

Year of manufacture:

Year of first registration:

VIN number:

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?

Has the vehicle ever been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water? (Yes or No)

**The last owner**

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

**Note—**

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they 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.)

**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).*

Sale price	Duty to repair
Up to and including \$3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
\$3 001—\$6 000	2 months or 3 000 kilometres, whichever occurs first.
Over \$6 000	3 months or 5 000 kilometres, whichever occurs first.

The seller has no duty to repair certain defects in the vehicle listed in the notice of defects provided to and acknowledged by the purchaser prior to the sale.

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, being accessories not originally fitted by the vehicle's manufacturer, or not produced or approved by the manufacturer for fitting to vehicles of that kind:

*[List accessories]*

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle to the following agreed place of repair:

*[Insert name and address]*

If no place of repair has been agreed on, the purchaser must deliver the vehicle to any of the following notified premises of the dealer:

*[Insert names and addresses]*

## 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]*

**In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.**

### **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:

VIN number:

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?

## The last owner

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

### Note—

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they 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.)

## 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*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

## 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 the duty applies to a passenger vehicle if its year of first registration is less than 15 years ago or it has, at the time of sale, been driven less than 200 000 km.)

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 notified 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, certain defects present in the vehicle of which you were given notice prior to the sale are not covered. Some accessories 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, including the Australian Consumer Law.

Some disputes between dealers and purchasers may 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 Consumer and Business Services.

Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

### **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 the auctioneer's 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*. However, you may have legal rights under other consumer legislation, including the Australian Consumer Law. Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

### **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:

VIN number:

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?

Has the vehicle ever been recorded as wrecked, written-off or having suffered significant damage as a result of exposure to water? (Yes or No)

**The last owner**

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

**Note—**

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they 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.)

**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:

VIN number:

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?

### **The last owner**

The name and address of the last owner of this vehicle are available from the auctioneer on request. If the owner of the vehicle carried on a vehicle leasing business and let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of the person the vehicle was leased to are also available from the auctioneer on request.

#### **Note—**

Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer who fails to do this may have a defence if they 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.)

### **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*.

Consumer and Business Services can assist with enquiries about your purchase. Contact details can be found on the Consumer and Business Services' website.

### **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 auctioneer or an employee or agent authorised to sign on their 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 auctioneer or an employee or agent authorised to sign on their 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:

VIN number:

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?

##### **Date of sale**

*[Insert date of sale]*

##### **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 their behalf:

Name of the person signing this certificate *[print in block letters]*:

##### **The purchasing dealer**

Dealer's name and Licence No:

Business address:

#### **Form 17—Notice of defects**

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

The vehicle referred to in this notice has the following defects:

**Description of defect**

**The vehicle**

Manufacturer and model:

Year of manufacture:

Registration number:

Engine number (if not registered):

**Acknowledgement by purchaser**

I acknowledge that, before the signing of the contract for the purchase of the vehicle referred to in this notice, I received the following information:

- the list of defects present in the vehicle prior to the sale;
- that there is no duty to repair under Part 4 in relation to those defects.

Signature of purchaser:

Name of purchaser (print in block letters):

**Important information**

There is no duty to repair the defects listed in this notice under Part 4 of the *Second-hand Vehicle Dealers Act 1995*.

A defect that affects, or that could reasonably be expected to affect, the ability of the vehicle to be driven safely on a road cannot be included in this notice.

**Schedule 2—Advertisements for sale of second-hand vehicles**

(regulation 23)

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, either of which is to be printed adjacent to or immediately after any description, photograph or illustration of the vehicle appearing in the advertisement.

## Schedule 3—Defects in vehicles

(regulation 24)

### Part 1—Defects in accessories

A dealer is not under a duty to repair a defect in an accessory not originally fitted by the vehicle's manufacturer, or not 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—Lefthand 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—

- (a) in the case of a light vehicle (as defined in the *Road Traffic Act 1961*)—the *Road Traffic Act 1961*; or
- (b) in the case of a heavy vehicle (as defined in the *Road Traffic Act 1961*)—the *Heavy Vehicle National Law (South Australia)* and the *Heavy Vehicle National Regulations (South Australia)*,

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.

### Part 3—Non-propulsion batteries in prescribed electric vehicles and prescribed hybrid vehicles

1 A dealer is not under a duty to repair a defect in a non-propulsion battery of a prescribed electric vehicle or a prescribed hybrid vehicle.

2 In this Part—

*non-propulsion battery* of a prescribed electric vehicle or a prescribed hybrid vehicle means a battery in the vehicle that does not exceed 12 V and does not operate to propel the vehicle.

## Schedule 4—Contributions to second-hand vehicles compensation fund

(regulation 26)

- 1 Subject to this Schedule, a contribution of the prescribed amount for notified premises from which a licensed dealer carries on business as a dealer must be paid to the Commissioner by the dealer by the due date each year.
- 2 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 If notified premises are used by more than 1 licensed dealer, only 1 contribution is payable annually in respect of those premises but the dealers are jointly and severally liable for the payment of that contribution.

4 If 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 notified 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 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—\$60; or
- (b) in any other case—\$200.

## Schedule 5—Waiver of cooling-off rights

### Waiver of cooling-off rights document

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

(regulation 27)

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

### Cooling-off rights

The *Second-hand Vehicle Dealers Act 1995* gives you the right to change your mind about buying a second-hand vehicle.

Under section 18B of the *Second-hand Vehicle Dealers Act 1995*, you have 2 clear business days after signing the contract to change your mind about buying the vehicle. These 2 days are called the *cooling-off period*. If you change your mind, you must, before the end of the cooling-off period, give the dealer written notice that you do not wish to go ahead with the purchase. This notice means that the contract is rescinded.

If the contract is rescinded, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The dealer may decide to take this amount out of any deposit you have already paid. You are entitled to the return of the rest of any deposit you paid to the dealer (less 2% of the contract price or \$100, whichever is the lesser).

You are entitled to give up (or waive) your cooling-off right by signing this document. If you sign this document, you will lose your right to rescind the sales contract under section 18B of the *Second-hand Vehicle Dealers Act 1995*. This decision should not be taken lightly. You should not sign this document unless you are absolutely certain you want to buy the vehicle and are sure you won't change your mind about the sale.

If you decide to go ahead and waive your cooling-off rights by signing this document, you must give the completed and signed copy of the document to the dealer and keep the other copy for your records.

A dealer or salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle must not be a witness to the signing of this document.

### **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 acknowledge 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 acknowledge that by signing this document **I will lose my right to cancel the contract for the sale of the vehicle.**

Purchaser's name:

Purchaser's telephone No:

Purchaser's address:

Purchaser's signature:

Date:

Name of witness:

Address of witness:

Signature of witness:

Date:

## **Schedule 6—Repeal and transitional provisions**

### **Part 1—Repeal of *Second-hand Vehicle Dealers Regulations 2010***

#### **1—Repeal of regulations**

The *Second-hand Vehicle Dealers Regulations 2010* are repealed.

## Part 2—Transitional provisions etc

### 2—Waiver of Rights Under Part 4 documents

Regulation 23(5) and (6) of the *Second-hand Vehicle Dealers Regulations 2010* as in force immediately before the repeal of those regulations by Part 1 of this Schedule continue to apply in respect of a copy of a *Waiver of Rights Under Part 4* document signed before that repeal.

### 3—Forms

- (1) A notice or form displayed or given during the prescribed period that is in a form set out in Schedule 2 of the *Second-hand Vehicle Dealers Regulations 2010* as in force immediately before the repeal of those regulations by Part 1 of this Schedule will be taken to be in the required form for the purposes of the *Second-hand Vehicle Dealers Act 1995* and these regulations.

- (2) In this clause—

*prescribed period* means the period that commences on the day on which these regulations come into operation and ends 6 months after that day.

## Legislative history

### Notes

- 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).

### Principal regulations

Year	No	Reference	Commencement
2025	78	<i>Gazette 31.7.2025 p2919</i>	1.9.2025: r 2