

# SCHEDULE 2 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 ..... Model.....

Year of manufacture..... Year of first registration..... Registration No.....

Engine No (if not registered)..... VIN.....

Odometer reading when the vehicle was acquired from the last owner who was not a dealer..... (specify Miles or Kms)

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.)*

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 SECOND-HAND VEHICLE DEALERS ACT 1995

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

#### SALE PRICE

Up to and including \$3 000

\$3 001 - \$6 000

Over \$6 000

#### DUTY TO REPAIR

No duty to repair - but vehicle must be roadworthy at time of sale

2 months or 3 000 kilometres, whichever occurs first

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 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 registered premises of the dealer:

*[Insert name and address]*.....

**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]*

# SCHEDULE 2 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 \$  
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Manufacturer ..... Model.....

Year of manufacture..... Year of first registration..... Registration No.....

Engine No (if not registered)..... VIN.....

Odometer reading when the vehicle was acquired from the last owner who was not a dealer..... (specify Miles or Kms)

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):.....

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### 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 SECOND-HAND VEHICLE DEALERS ACT 1995

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*[List accessories]*.....

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

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**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]*

# SCHEDULE 2 FORM 1

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**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.)*

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 SECOND-HAND VEHICLE DEALERS ACT 1995

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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 registered premises of the dealer:

*[Insert name and address]*.....

**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 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 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 Services 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 Services.

The Office will assist with any enquiries about your purchase. Check under “Consumer and Business Services” in your telephone book for the address and telephone number of the nearest office.