



Western Australia

Motor Vehicle Dealers (Sales) Regulations 1974

Compare between:

[17 Nov 2006, 02-c0-03] and [01 Jan 2007, 02-d0-04]

Western Australia

Motor Vehicle Dealers Act 1973

Motor Vehicle Dealers (Sales) Regulations 1974

Part 1 — Preliminary

[Heading inserted in Gazette 13 August 2002 p. 4159.]

1. Citation

These regulations may be cited as the *Motor Vehicle Dealers (Sales) Regulations 1974* ¹.

2. Interpretation

In these regulations unless the contrary intention appears —

“**Form**” means a form in the ~~First~~ Schedule [1](#);

“**section**” means a section of the Act.

*[Regulation 2 amended in Gazette 13 August 2002 p.4159;
[17 Nov 2006 p. 4750.](#)]*

Part 2 — Forms

[Heading inserted in Gazette 13 August 2002 p.4159.]

3. Register of transactions (Form 1)

~~The of register of transactions to be kept pursuant to section 25 shall be kept in the form of a bound book the pages of which —~~

For the purposes of section 25 the register of prescribed transactions —

- (a) ~~shall is to~~ be in the form of Form 1; and
- (b) ~~shall may~~ be ~~numbered consecutively~~ kept —
 - (i) in writing in accordance with regulation 4; or
 - (ii) in an electronic form in accordance with regulation 4A.

[Regulation 3 ~~amended~~ inserted in Gazette ~~13 August 2002~~ 17 Nov 2006 p. ~~4159~~ 4750.]

4. ~~Notice~~ Registers kept in writing

- (1) A register that is kept in writing is to be kept in a series of ~~acquisition or sale~~ books each of ~~second hand~~ which —
 - (a) consist of pages permanently bound together; and
 - (b) bear on the front cover a number corresponding to the book's number in the series; and
 - (c) are used for the purposes of the register and for no other purpose.
- (2) Each page in a book of the register is to consist of white paper of a size not less than 297 mm by 210 mm.
- (3) Each record (which consists of one or more entries) in respect of a vehicle ~~(Forms 2 and 3)~~ is to be consecutively numbered (the Register No. in Form 1).

~~The particulars of acquisition or sale of a second hand vehicle to be forwarded under section 26 to the licensing authority shall be in the form of Form 2 or Form 3 respectively.~~

(4) Each person who makes an entry in the register (including an amendment or deletion of a previous entry) must record his or her name and the date of the entry in the Remarks column (see Form 1).

(5) The register is to be clearly legible.

(6) Any amendment or deletion to the register is to be made so as to leave the amended or deleted particulars decipherable.

[Regulation 4 inserted in Gazette 17 Nov 2006 p. 4751.]

4A. Registers kept in electronic form

(1) A register that is kept in electronic form is to be kept by means of software that ensures that —

(a) the information in the register —

(i) is capable of being displayed and printed at any time at each place of business to which the dealer's licence relates; and

(ii) when displayed or printed, is displayed or printed in the form of Form 1; and

(iii) includes the date on which each entry in the register was made and who made it; and

(iv) is backed up to an electronic storage facility kept at separate premises on a weekly basis;

and

(b) if any information in the register is amended or deleted, a record is kept —

(i) of the information in the form in which it was before it was amended or deleted; and

(ii) of the date on which the information was amended or deleted and who amended it.

r. 5

(2) Each record (which consists of one or more entries) in respect of a vehicle is to be consecutively numbered (the Register No. in Form 1).

[Regulation 4A inserted in Gazette 17 Nov 2006 p. 4751-2.]

5. Notice of required particulars (section 33)

- (1) For the purposes of section 33(1) of the Act the form of the notice containing the required particulars shall also set out —
 - (a) the make and model of the vehicle; and
 - (b) whether the vehicle is of a type or class to which the obligations imposed by section 34(1) of the Act apply.
- (2) The notice of required particulars may be either —
 - (a) printed on a sheet of plastic approximately 220 mm by 100 mm (*see example in the table to this regulation*); or
 - (b) on a sheet of paper approximately 210 mm by 150 mm.

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973 (s.33)
Motor Vehicle Dealers (Sales) Regulations 1974

DEALER	ADDRESS				
		VEHICLE PARTICULARS			
MAKE	YEAR OF FIRST REGISTRATION	YEAR OF MANUFACTURE (Compliance plate)	LICENCE PLATE REGISTER REFERENCE/ STOCK No.	ODOMETER READING (at time vehicle acquired from last owner)	CASH PRICE OF VEHICLE \$..... STATUTORY WARRANTY <input type="checkbox"/> YES <input type="checkbox"/> NO
		ADVERTISING			

*[Regulation 5 inserted in Gazette 26 June 1998 pp.3375-6;
amended in Gazette 18 September 1998 p.5158.]*

[5A. *Repealed in Gazette 13 August 2002 p. 4160.*]

6. Notice of excluded defects (Form 5)

- (1) The form of notice for the purposes of section 35(1) shall be in the form of Form 5.
- (2) The notice prescribed by subregulation (1) of this regulation —
 - (a) shall be printed on ~~orange~~ paper that is not less than 170 mm long and 210 mm wide; and
 - (b) shall be printed in the type, size and manner to conform to Form 5.

[*Regulation 6 amended in Gazette 11 October 1974 p.3885; 17 Nov 2006 p. 4752.*]

7. Copies of notice at time of sale (section 33(7))

- (1) Where a dealer sells a vehicle to which the obligations imposed by section 34(~~1~~) do apply, the copy of the notice required under section 33(7) shall be —
 - (a) in the form of Form 4, and if that vehicle is not a motor cycle, the reverse of the form is to contain the illustration entitled ‘The Used Car Warranty’;
 - (b) in the form of Form 4, and if that vehicle is a motor cycle, the reverse of the form is to contain the illustration entitled ‘The Used Bike Warranty’,and, ~~if~~ completed using the appropriate details from the notice attached to the vehicle under section 33, ~~the Form 4 shall be regarded as a copy of the notice attached to the vehicle pursuant to section 33.(1).~~
- (2) Where a dealer sells a vehicle to which the obligations imposed by section 34(~~1~~) do not apply, the copy of the notice required under section 33(7) shall be in the form of Form 6, and, ~~if~~ completed using the appropriate details from the notice attached to the vehicle under section 33, ~~the Form 6 shall be regarded as a copy of the notice attached to the vehicle pursuant to section 33.(1).~~

~~[Regulation 7 inserted in Gazette 26 June 1998 p.3376-7
amended in Gazette 28 May 1976 17 Nov 2006 p.1614 4752.]~~

~~8. Sales between trade owners (Form 7)~~

- ~~— (1) When a sale of a second hand vehicle takes place between trade owners, the seller shall complete in duplicate a trade owners disposal notice in the form of Form 7.~~
- ~~— (2) The original of the notice prescribed by subregulation (1) shall be supplied to the buyer and the duplicate thereof shall be retained by the seller.~~

~~9. Sale by non-trade owner to dealer (Form 7)~~

- ~~— (1) When a person, other than a trade owner, sells a second hand vehicle to a dealer the seller shall complete in duplicate a notice of sale in the form of Form 7.~~
- ~~— (2) The original of the notice prescribed by subregulation (1) shall be supplied to the dealer and the duplicate thereof shall be retained by the seller.~~

~~[Regulation 9: amended in Gazette 28 May 1976 17 Nov 2006
p.1614 4752.]~~

8-10. Notice prohibiting sale of second hand vehicle (Form 9)

- ~~— (1) The notice prohibiting the sale of a second hand vehicle to be attached under section 28(1) shall be in the form of Form 9.~~
- ~~— (2) The notice prescribed by subregulation (1) —~~
 - ~~— (a) shall be printed on green paper that is not less than 130 mm long and 90 mm wide;~~
 - ~~— (b) shall be attached directly to the driver's side of the front windscreen of the second hand vehicle in the case of a vehicle that is not a motor cycle or in the case of a motor cycle shall be attached in a conspicuous position and shall face outwards when attached; and~~

Motor Vehicle Dealers (Sales) Regulations 1974

Part 2 Forms

r. 9

~~(c) shall be printed in the type, size and manner that conforms to Form 9.~~

~~[Regulation 10 amended Repealed in Gazette
11 October 1974 17 Nov 2006 p. 3885-1 4752.1]~~

Part 3 — Trust Accounts

[Heading inserted in Gazette 13 August 2002 p.4160.]

Division 1 — General

[Heading inserted in Gazette 13 August 2002 p.4160.]

10A. Application

This Part applies to trust accounts required to be maintained by a dealer under section 32C.

[Regulation 10A inserted in Gazette 13 August 2002 p.4160.]

10B. Prescribed financial institutions (section 32C)

For the purposes of section 32C all banks, building societies and credit societies are prescribed financial institutions.

[Regulation 10B inserted in Gazette 13 August 2002 p.4160.]

Division 2 — Keeping and management of trust accounts

[Heading inserted in Gazette 13 August 2002 p.4160.]

10C. Information to be given by the dealer to the Board

- (1) When a dealer opens a trust account the dealer must ensure that the name of the trust account includes —
 - (a) the full name of the dealer;
 - (b) the dealer's licence number;
 - (c) the trading name (if any); and
 - (d) the words "consignment trust account".
- (2) When a dealer opens or closes a trust account the dealer must, as soon as is practicable, inform the Board in writing of the opening or closure of the trust account and, in doing so, must specify —
 - (a) the name and number of the trust account; and

Motor Vehicle Dealers (Sales) Regulations 1974

Part 3 Trust Accounts

Division 2 Keeping and management of trust accounts

r. 10D

- (b) the name and address of the financial institution with which the trust account is or was maintained.

[Regulation 10C inserted in Gazette 13 August 2002 p.4160.]

10D. Trust accounts records

- (1) A dealer must ensure that a record is kept relating to a trust account.
- (2) The record must be —
 - (a) kept in written form;
 - (b) kept for a period of not less than 6 years from the date on which the money was received; and
 - (c) readily accessible.
- (3) The record must contain the information contained on every receipt issued for money received, and may take the form of a duplicate copy of the receipt.

[Regulation 10D inserted in Gazette 13 August 2002 p.4160-1.]

10E. Manner of accounting for moneys received

- (1) Where money has been received the dealer must ensure that a written receipt is issued to the person giving the money.
- (2) However the receipt may be in an electronic form where the money is received by electronic transfer.
- (3) The receipt must contain —
 - (a) the name of the dealer and the dealer's licence number;
 - (b) a number or letter, or a combination of both, in consecutive order that allows the receipt to be uniquely identified;
 - (c) the date on which the money is received;
 - (d) the name of the person paying the money;
 - (e) the amount of money received;

- (f) a brief description of the purpose of the payment; and
- (g) if the receipt is hand-written, the name of the person receiving the money evidenced by the signature of that person.

[Regulation 10E inserted in Gazette 13 August 2002 p.4161.]

10F. Statutory declaration

Where in a calendar year a dealer has neither held nor received money in relation to a trust account, the dealer must, within 3 months of the end of that year, provide the Board with a statutory declaration to this effect.

[Regulation 10F inserted in Gazette 13 August 2002 p.4161.]

Division 3 — Duties of financial institutions

[Heading inserted in Gazette 13 August 2002 p.4161.]

10G. Reporting overdrawn accounts

If a dealer's trust account is overdrawn the relevant financial institution must, as soon as is practicable, inform the Board in writing of —

- (a) the name and number of the trust account; and
- (b) the amount by which the trust account is overdrawn.

[Regulation 10G inserted in Gazette 13 August 2002 p.4161.]

Division 4 — Auditing of trust accounts

[Heading inserted in Gazette 13 August 2002 p.4161.]

10H. Appointment of auditors

- (1) A dealer must appoint an auditor, approved by the Board, at the time of opening a trust account.
- (2) An auditor's appointment under this section is continuous unless the Board approves a subsequent change in the appointment.

Motor Vehicle Dealers (Sales) Regulations 1974

Part 3 Trust Accounts

Division 4 Auditing of trust accounts

r. 10I

[Regulation 10H inserted in Gazette 13 August 2002 p.4161-2.]

10I. Production of records to auditors

The dealer and the relevant financial institution must, at the request of an auditor engaged in the audit of the dealer's trust account, produce to that auditor all such books, papers, accounts, documents and securities in their possession, custody, or power as may be reasonably necessary for the purposes of the audit.

[Regulation 10I inserted in Gazette 13 August 2002 p.4162.]

10J. Conduct of audits

The auditor must conduct the audit in accordance with accepted auditing practice, including selective testing when the auditor considers it appropriate.

[Regulation 10J inserted in Gazette 13 August 2002 p.4162.]

10K. Auditors' reports, contents of

An auditor's report must contain a statement as to the following matters —

- (a) whether the trust account has, in the opinion of the auditor, been kept regularly and properly written up;
- (b) whether the trust account has been ready for examination at the periods appointed by the auditor;
- (c) whether the dealer has complied with the auditor's requirements;
- (d) whether the trust account is, or has been during the period of the audit, overdrawn;
- (e) whether in the opinion of the auditor the trust account is, and has been during the period of the audit, in order or otherwise;

- (f) any matter or thing in relation to the trust account that should in the opinion of the auditor be communicated to the Board.

[Regulation 10K inserted in Gazette 13 August 2002 p.4162.]

10L. Obligation of auditor to disclose certain information

An auditor must disclose to the Board —

- (a) any close relationship by blood or marriage that he or she has with a dealer whose trust accounts the auditor has been appointed to audit; or
- (b) any business dealings the auditor has with or through the dealer at any time during the auditor's appointment,

and the Board may, if it thinks fit, disqualify that auditor from acting in that particular case.

[Regulation 10L inserted in Gazette 13 August 2002 p.4162.]

10M. Costs of auditing

The reasonable fees and expenses of an auditor for an audit under section 32I are payable by the dealer.

[Regulation 10M inserted in Gazette 13 August 2002 p.4163.]

10N. When and to whom the auditor must report

- (1) The audit period is to be set by the Board in relation to each dealer.
- (2) The auditor must within 3 months after the end of that period —
- (a) deliver to the Board a report of the result of the audit, verified by a statutory declaration of the auditor, in an approved form; and
- (b) deliver a copy of the report so verified to the dealer.

Motor Vehicle Dealers (Sales) Regulations 1974

Part 3 Trust Accounts

Division 4 Auditing of trust accounts

r. 100

- (3) The dealer must retain the copy of the report and produce it on demand to the auditor making the next succeeding audit of the dealer's trust account.

[Regulation 10N inserted in Gazette 13 August 2002 p.4163.]

100. Confidentiality of audit information

- (1) An auditor must not, directly or indirectly, record, disclose or make use of any information obtained in the course of conducting any audit except —
- (a) for the purpose of performing functions under the Act;
 - (b) as required or allowed by the Act or under another law.
- (2) However the Board may divulge the information to an interested person or to an auditor making a succeeding audit of the dealer's trust account.

[Regulation 100 inserted in Gazette 13 August 2002 p.4163.]

Part 4 — Miscellaneous

[Heading inserted in Gazette 13 August 2002 p.4163.]

11. Advertising

- (1) Every advertisement referring to a specified second-hand vehicle or to any specified second-hand vehicles shall clearly and accurately specify —
 - (a) the registration number of the second-hand vehicle;
 - (b) the year of manufacture;
 - (c) the cash price; and
 - (d) address of the registered premises of the dealer at which the vehicle is offered for sale.
- (2) A dealer shall not advertise a second-hand vehicle or cause or permit a second-hand vehicle to be advertised unless the advertisement conforms to the provisions of subregulation (1).

12. Undesirable practices (~~Second~~-Schedule 2)

The practices set out in ~~the Second~~-Schedule 2 are undesirable practices for the purposes of section 41.

[Regulation 12 amended in Gazette 17 Nov 2006 p. 4752.]

13. Prescribed accessories (~~Third~~-Schedule 3)

The accessories set out in ~~the Third~~-Schedule 3 are prescribed accessories for the purposes of section 34B(1)(d).

[Regulation 13 amended in Gazette 13 ~~August~~ Aug 2002 p. 4163; 17 Nov 2006 p. 4752.]

13A. Prescribed requirements for vehicle consignment agreements (~~Fourth~~-Schedule 4)

For the purposes of section 32B the prescribed particulars, terms and conditions are those set out in ~~the Fourth~~-Schedule 4.

Motor Vehicle Dealers (Sales) Regulations 1974

Part 4 Miscellaneous

r. 13B

*[Regulation 13A inserted in Gazette 13 ~~August~~ Aug 2002
p. 4163; amended in Gazette 17 Nov 2006 p. 4753.]*

**13B. Prescribed requirements for vehicle sale agreements (~~Fifth~~
Schedule 5)**

For the purposes of section 42A the prescribed particulars, terms
and conditions are those set out in ~~the Fifth~~ Schedule 5.

*[Regulation 13B inserted in Gazette 13 ~~August~~ Aug 2002
p. 4164; amended in Gazette 17 Nov 2006 p. 4753.]*

14. Penalties

A person who contravenes or fails to comply with the provisions
of these regulations commits an offence and is liable to a
penalty of \$2 000.

[Regulation 14 amended in Gazette 13 August 2002 p.4164.]

Motor Vehicle Dealers (Sales) Regulations 1974

First

~~First~~

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

Schedule 1 — Forms

[Heading inserted in Gazette ~~11 October 1974~~ 17 Nov 2006 p. ~~3885~~ 4753.]

Form 1 — Register of transactions

[r. 3]

Form 1. WESTERN AUSTRALIA Western Australia Motor Vehicle Dealers Act 1973 (Section section 25-Regulation 3) Motor Vehicle Dealers (Sales) Regulations 1974, Reg- regulation 3												
DEALERS REGISTER OF TRANSACTIONS FOR REGISTERED PREMISES SITUATED AT												
Identity Licence Plate No.	VIN/ Chassis No.	Engine No.	VEHICLE LE	Make and Type	Model	Person in whose name vehicle is registered:	Register ed Owner Name Address	From Whom Purchase d - Seller of vehicle:	Date Purchased: sold:	Date Disposed: sold:	To Whom Dispos ed Purcha ser of	Remarks:

Merged Cells

Merged Cells

Merged Cells

Split Cells

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

	Register No.:	
--	------------------	--

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

Form 2.

WESTERN AUSTRALIA

~~Motor~~ [Form 1 inserted in Gazette 17 Nov 2006 p. 4753.]

Note: Forms 2 and 3 have been deliberately omitted.

Form 4 — Vehicle Dealers Act 1973 particulars and warranty
(Section 26)

~~Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 4~~

PARTICULARS ACQUISITION OF SECOND-HAND VEHICLE

~~(THIS NOTICE IS TO BE SENT TO THE LICENSING AUTHORITY THAT LICENSED OR REGISTERED THE VEHICLE. IF THAT AUTHORITY IS NOT WITHIN WESTERN AUSTRALIA THE NUMBER PLATES ARE TO BE RETURNED TO THE NEAREST LICENSING OR REGISTERING AUTHORITY.)~~

~~ROAD TRAFFIC ACT 1971 AS AMENDED, APPLICATION TO TRANSFER AND TRANSFER RECEIPT TO (NAME OF LICENSING AUTHORITY)~~

[r. 7]

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973 section 33

Motor Vehicle Dealers (Sales)

Regulations 1974 regulation 7

VEHICLE PARTICULARS AND WARRANTY

OFFICE USE ONLY

FEES PAYABLE

Deleted Cells

Deleted Cells

Deleted Cells

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

<p>PREVIOUS OWNER NAME <u>CHECK YEAR OF MANUFACTURE</u> (Compliance Plate) </p>	<p><u>ODOMETER READING</u> NG (at time vehicle acquired from last owner) Kilometers/Miles</p>	<p><u>CASH PRICE (INC. GST)</u> \$</p>	<p>..... </p>	<p>..... </p>	<p><u>CHECKED BY</u> </p>
---	---	---	--	--	---

- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells
- Deleted Cells

Make Model

V.I.N./Chassis No. Engine No.

Licence Plate No.

Year of first registration Registration expires on

(If vehicle not licensed under Road Traffic Act 1974, insert "Unlicensed")

Date of sale Odometer reading at time of sale
 kms/miles

Register reference/Stock No.

Dealer — Name and address

.....

.....

.....

Signature of dealer, yard manager or salesperson Signature of purchaser

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1Forms

STATUTORY WARRANTY

A motor vehicle is covered by the terms of a statutory warranty under the Motor Vehicle Dealers Act 1973 if the cash price (inc. GST) paid is \$4 000 or more and the vehicle is not more than 12 years old and has travelled not more than 180 000 km. The length of time the vehicle is covered under warranty is determined by the age of the vehicle and kilometres it has travelled at the time of sale. Where a vehicle is —

- not more than 10 years old and has travelled not more than 150 000 km at the time of sale — warranty is for 3 months or 5 000 km, whichever happens first; or
- between 10 and 12 years old or has travelled between 150 000 and 180 000 km at the time of sale — warranty is for 1 month or 1 500 km, whichever happens first.

A motorcycle is covered by the terms of a statutory warranty if the cash price (inc. GST) paid is \$3 500 or more and the motorcycle is not more than 8 years old and has travelled not more than 80 000 km. The warranty is for 3 months or 5 000 km, whichever happens first.

The warranty means that the selling dealer must repair or make good all defects which make or are likely to make the vehicle unroadworthy or unserviceable. The repair should make the vehicle roadworthy and in a reasonable condition having regard to its age.

MORE INFORMATION

If you have any questions or require further information about the statutory warranty contact the Consumer Protection Call Centre on 1300 304 054 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).

Internet: www.docep.wa.gov.au

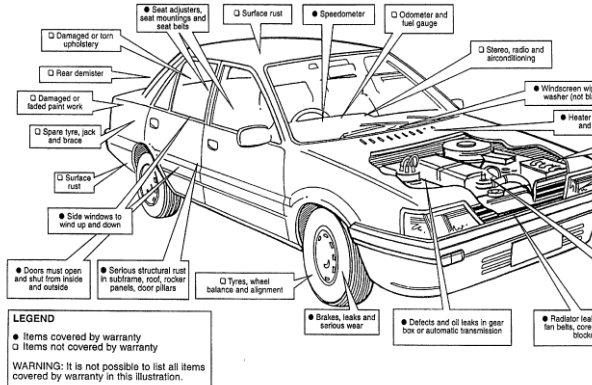
ALWAYS CONTACT THE DEALER FIRST TO DISCUSS WARRANTY REPAIRS

Please see reverse for a “Quick Guide to Warranty Items”

(reverse — for cars)

THE USED CAR WARRANTY

Check to see which defects are covered and which are excluded from warranty

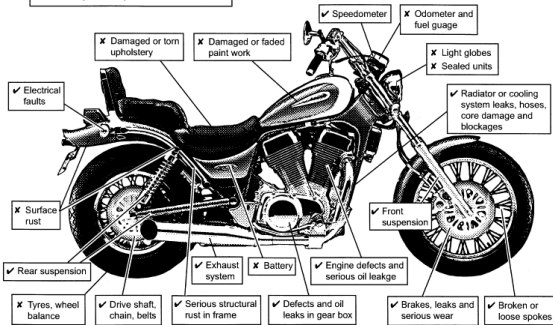


(reverse — for bikes)

THE USED BIKE WARRANTY

Check to see which items are covered (✓) and which are not (✗) by the warranty

WARNING: It is not possible to list all items covered by warranty in this illustration



TO BE COMPLETED BY DEALER

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

UNDERESTIMATED REPAIR COSTS

If the amount estimated by the dealer as the fair cost of repairing or making good the defect is underestimated, then you may claim the difference between the

Signature of dealer, yard manager
or salesperson

Signature of purchaser

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION ABOUT THE

(reverse)

ITEMS COVERED BY THE STATUTORY WARRANTY

This vehicle is covered by the terms of the statutory warranty under section 34 of the Motor Vehicle Dealers Act 1973. This means the dealer must repair or replace any part of the vehicle that is found to be defective or unserviceable. For more information on warranty defects, refer to the vehicle diagram on the reverse side of the "Vehicle Particulars and Warranty" Form.

ITEMS NOT COVERED BY THE STATUTORY WARRANTY

The defects which are not required to be repaired by the dealer are those stated on the front of this form, provided —

- this form was filled out and displayed on the vehicle before you negotiated to purchase it; and
- an accurate and detailed description of the defect, and an accurate estimate of the repair cost has been stated; and
- you are given a signed copy of this notice before, or at the time of, sale.

Remember, it will be your responsibility to repair the defects listed on the front of this form.

DESCRIPTION OF DEFECTS

The "Details of Defect" should set out (with reasonable particularity) a description of the nature of the defect. For example, it would not be considered sufficient to state that the engine is defective. The particular defect with the engine, such as "excessive exhaust smoke — piston rings require replacement" together with the estimated cost of repair should be stated.

MORE INFORMATION

If you have any questions or require further information about statutory warranties or this notice, contact the Consumer Protection Call Centre on 1300 720 000.

Internet: www.docep.wa.gov.au

DEALER'S BUSINESS NAME

ADDRESS

PREVIOUS REGISTERED OWNER

(SURNAME) (OTHER NAMES IN FULL)

VEHICLE ACQUIRED FROM (GIVE FULL NAMES AND ADDRESS)

(Please Print)

(NAME OF DEALER) (OTHER NAMES IN FULL)

No. AND STREET

TOWN OR SUBURB POSTCODE

DATE AUTHORIZED OFFICER

NOTE —

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1Forms

~~THIS FORM NOT REQUIRED FOR UNLICENSED VEHICLES.~~

Form 3.

WESTERN AUSTRALIA

Motor [Form 5 inserted in Gazette 17 Nov 2006 p. 4755-7.]

Form 6 — Vehicle Dealers Act 1973 particulars — no warranty

(Section 26)

Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 4

ADVICE OF SALE OF SECOND-HAND VEHICLE

12 WESTERN AUSTRALIA
Motor Vehicle Dealers Act 1973
section 33
Motor Vehicle Dealers (Sales)
Regulations 1974 regulation 7
VEHICLE PARTICULARS —
NO WARRANTY

[r. 7]
NOTE: 1. Seller to complete in triplicate
— No carbon required.
2. Original copy to Police
Department (Traffic
Licensing and Services),
Box R 1290, G.P.O., Perth
6001 immediately.
3. Duplicate copy to purchaser
together with current licence.
4. Triplicate copy retained by
seller.
5. Purchaser to make
IMMEDIATE application to
transfer at any Licensing
Office together with current
licence.
6. Failure to transfer the licence
immediately after purchase may result in
prosecution, maximum penalty \$200.

Deleted Cells

1. PARTICULARS OF SELLER

Surname (block letters) :

Other Names (in full) :

Address :

Post Code :

2. VEHICLE PARTICULARS

Plate Number

--	--	--	--	--	--	--	--	--	--

(Alpha) (Numeric)

Make: Body Type:

Engine Number: Year of Manufacture:

Office or Dealer's use only
SELLERS NAME CHECK

--	--	--	--	--	--	--	--

3. PARTICULARS OF PURCHASER

Surname (block letters):

Other Names (in full):

Address (No. & St.):

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

_____ Town or Suburb _____ Post Code _____

Office Use Only	
Locality Code	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>

4. DATE OF DISPOSAL (in figures)

5. EXPIRY DATE OF LICENCE (in figures)

*** Driver's Licence Number**

* If a drivers licence is not held by the new vehicle owner, the owner's date of birth must be shown. If the new owner is a corporation, CORP. must be shown in this field.

_____ Date: _____ Signature: _____

REGISTERED MOTOR VEHICLE DEALERS ONLY

NOTE: Above signature must be an authorized person.

Stock Registered No. _____ Dealer's Licence No. _____

TO BE COMPLETED BY PURCHASER							
<i>I declare that I have purchased the vehicle described above and that the market value (including value of any trade-in) is</i> \$ _____ Date _____ Signature _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">TRANSFER FEE AND STAMP DUTY PAYABLE</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"> Transfer Fee — plus Stamp Duty — (to calculate see reverse side) </td> <td style="width: 100px; text-align: center; padding: 2px;"> <input style="width: 90%; height: 20px;" type="text"/> </td> </tr> <tr> <td style="padding: 2px;">TOTAL FEE PAYABLE _____ \$</td> <td style="text-align: center; padding: 2px;"> <input style="width: 90%; height: 20px;" type="text"/> </td> </tr> </tbody> </table>	TRANSFER FEE AND STAMP DUTY PAYABLE		Transfer Fee — plus Stamp Duty — (to calculate see reverse side)	<input style="width: 90%; height: 20px;" type="text"/>	TOTAL FEE PAYABLE _____ \$	<input style="width: 90%; height: 20px;" type="text"/>
TRANSFER FEE AND STAMP DUTY PAYABLE							
Transfer Fee — plus Stamp Duty — (to calculate see reverse side)	<input style="width: 90%; height: 20px;" type="text"/>						
TOTAL FEE PAYABLE _____ \$	<input style="width: 90%; height: 20px;" type="text"/>						

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

Form 4.

Motor Vehicle Dealers Act 1973
(Section 33)
Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 5

VEHICLE PARTICULARS

YEAR OF MANUFACTURE (Compliance Plate)	ODOMETER READING (at time vehicle acquired from last owner)	CASH PRICE (INC. GST)
..... Kilometres/Miles	\$

MAKE AND MODEL V.I.N./CHASSIS No.
 ENGINE No. LICENCE PLATE No.
 LICENCE/REGISTRATION YEAR OF FIRST REGISTRATION
 EXPIRES ON
(If vehicle not licensed under Road Traffic Act 1974, insert "Unlicensed")
 DATE OF SALE ODOMETER READING AT TIME OF SALE kms/miles
 REGISTER REFERENCE / STOCK No. DEALER NAME & ADDRESS

.....
 SIGNATURE OF DEALER, YARD MANAGER SIGNATURE OF PURCHASER
 OR SALESPERSON

Make Model
 V.I.N./Chassis No. Engine No.
 Licence Plate No.
 Year of first registration Registration expires on
(If vehicle not licensed under Road Traffic Act 1974, insert "Unlicensed")
 Date of sale Odometer reading at time of sale kms/miles
 Register reference/Stock No.
 Dealer — Name and address

.....
 Signature of dealer, yard manager Signature of Purchaser
 or salesperson

**PLEASE SEE REVERSE FOR IMPORTANT INFORMATION
 ABOUT THIS VEHICLE PURCHASE**

ALWAYS CONTACT THE DEALER FIRST TO DISCUSS ANY PROBLEMS

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1Forms

(reverse)

STATUTORY WARRANTY

~~A motor~~This vehicle is not covered by the terms of ~~a~~the statutory warranty under Part III Division 4 of the Motor Vehicle Dealers Act 1973. This is because—

- ~~the cash price (inc. GST) paid is~~in the case of a motor cycle is less than \$3 500 or in the case of any other vehicle is less than \$4 000; or~~more and~~in the case of a motor cycle it is more than 8 years old or has been driven more than 80 000 km or in the case of any other vehicle it is~~not~~more than 12 years old and~~or~~has travelled~~not been driven~~more than 180 000 km. The length of time the vehicle is covered under warranty is determined by the age of the ; or
- ~~the vehicle and kilometres it has travelled~~was sold at the time of sale. ~~Where a~~Where an ~~auction on behalf of a member of the public; or~~the vehicle is—

- ~~not more than 10 years old and has travelled not more than 150 000 km at the time of sale — warranty is for 3 months or 5 000 km, whichever happens first; or~~
- ~~between 10 and 12 years old or has travelled between 150 000 and 180 000 km at the time of sale — warranty is for 1 month or 1 500 km, whichever happens first.~~

~~A motorcycle is covered by the terms of a~~excluded from the statutory warranty because the cash price (inc. GST) paid is ~~\$3 500 or more and~~under the ~~motoreycle~~motorcycle is ~~not more than 8 years old and has travelled not more than 80 000 km. The warranty is for 3 months or 5 000 km, whichever happens first.~~

- ~~The warranty means that the selling dealer must repair or make good all defects which make or are likely to make the vehicle unroadworthy or unserviceable. The repair should make the vehicle roadworthy and in a reasonable condition having regard to its age.~~Motor Vehicle Dealers Act 1973.

The following vehicles are excluded —

1. A caravan built to be towed by a motor vehicle.
2. A motor cycle —
 - (a) built for off-road use; and
 - (b) not built to carry any passengers.
3. A motor vehicle —
 - (a) built to be used primarily to carry goods or materials used in any trade, business or industry; and
 - (b) having only one row of seats.
4. A motor vehicle —
 - (a) built to be used primarily to carry people; and
 - (b) that seats more than 9 adults (including the driver).
5. A multi-wheeled open motor vehicle the driver of which sits astride the vehicle or part of the vehicle in a manner similar to that customary for the driver of a motor cycle.

WARRANTIES IMPLIED UNDER FAIR TRADING AND TRADE PRACTICES LAWS

The *Fair Trading Act 1987* and *Trade Practices Act 1974* (Cwlth) require the dealer selling this vehicle to ensure that the vehicle matches any description given and that it is of "merchantable quality." This means that it must be fit for the purpose for which a vehicle of that nature is normally used. The amount of money you have paid for the vehicle is taken into account when determining merchantable quality.

For example, even though a vehicle is not covered by the statutory warranty under the *Motor Vehicle Dealers Act 1973*, you are entitled to expect the dealer to repair any major defects that were present at the time of sale which prevent the vehicle from being used in the normal way. This also applies to anything that makes the vehicle unsafe to drive (eg. faulty brakes, faulty steering or major structural rust).

The requirement of merchantable quality does not apply —

- to defects specifically drawn to your attention before the contract of sale is made; or
- if you examine the vehicle for defects before the contract is made, to defects that examination should have revealed.

VEHICLES BOUGHT AT AUCTION

Vehicles purchased at auction do not carry a "statutory warranty" if they are being auctioned on behalf of a member of the public.

MORE INFORMATION

If you have any questions or require further information about statutory warranties or this notice, contact the Consumer Protection Call Centre on 1300 304 054 (Mon to Fri), TTY (08) 9282 0800 (hearing impaired).

Internet: www.docep.wa.gov.au

MORE INFORMATION

If you have any questions or require further information about the statutory warranty contact the Consumer Protection Call Centre on 1300 30 40 54 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).

Internet: www.docep.wa.gov.au

ALWAYS CONTACT THE DEALER FIRST TO DISCUSS WARRANTY REPAIRS

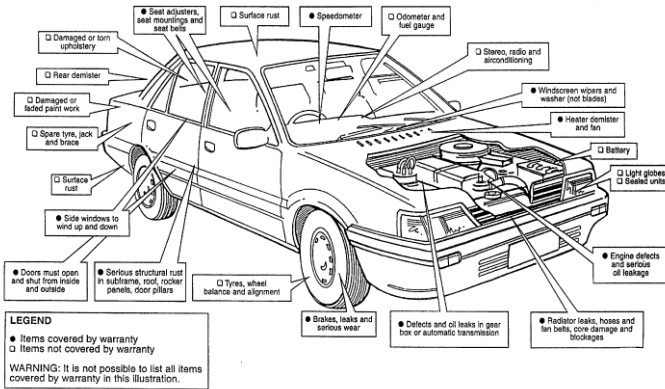
Please see reverse for a "Quick Guide to Warranty Items"

(reverse — for cars)

Schedule 1Forms

THE USED CAR WARRANTY

Check to see which defects are covered and which are excluded from warranty

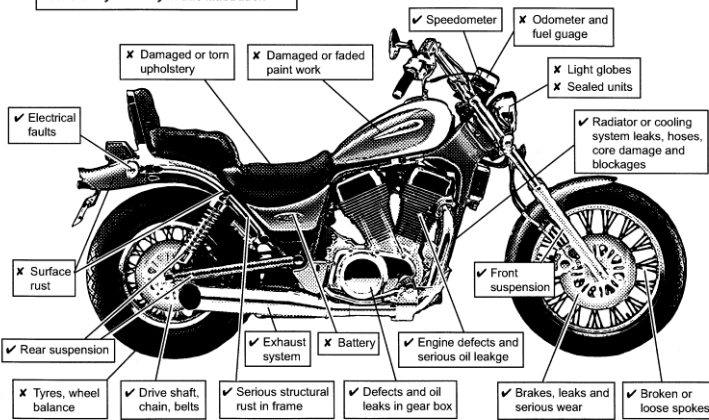


(reverse for bikes)

THE USED BIKE WARRANTY

Check to see which items are covered (✓) and which are not (✗) by the warranty

WARNING: It is not possible to list all items covered by warranty in this illustration



Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

[Form 5. WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973
(S. 35)

Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 6

NOTICE OF DEFECTS EXCLUDED FROM WARRANTY

*This vehicle is provided with a warranty under the Motor Vehicle Dealers Act 1973,
except for the defects stated below*

~~THIS VEHICLE CONTAINS THE DEFECTS STATED BELOW. THE COST OF REPAIR, UP
TO THE ESTIMATES SHOWN, BECOME THE RESPONSIBILITY OF THE PURCHASER.
THE DEALER REMAINS LIABLE FOR THE REPAIR OF ANY DEFECTS NOT LISTED.~~

Dealer — name and address

Make & Model

V.I.N./chassis No.

Licence plate No. Engine No.

Date of sale

Odometer reading at time of sale kilometres/miles

Details of defect	Estimated cost of repair (inc. GST)
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$

Signature of dealer, yard manager Signature of purchaser

**PLEASE SEE REVERSE FOR IMPORTANT INFORMATION ABOUT THIS
VEHICLE PURCHASE**

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

(reverse)

~~ITEMS COVERED BY THE STATUTORY WARRANTY~~

~~This vehicle is covered by the terms of the statutory warranty under section 34 of the Motor Vehicle Dealers Act 1973. This means the dealer must repair or make good all defects which make or are likely to make the vehicle unroadworthy or unserviceable. For more information on warranty defects, refer to the vehicle diagram on the reverse side of the 'Vehicle Particulars' Form 4.~~

~~ITEMS NOT COVERED BY THE STATUTORY WARRANTY~~

~~The defects which are not required to be repaired by the dealer are those stated on the front of this form, provided —~~

- ~~• this form was filled out and displayed on the vehicle before you negotiated to purchase it;~~
- ~~• an accurate and detailed description of the defect, and an accurate estimate of the repair cost has been stated; and~~
- ~~• you are given a signed copy of this notice before, or at the time of, sale.~~

~~**Remember, it will be your responsibility to repair the defects listed on the front of this notice.**~~

~~DESCRIPTION OF DEFECTS~~

~~The 'Details of Defect' should set out (with reasonable particularity) a description of the nature of the defect. For example, it would not be considered reasonable for a dealer to state "engine" as the defect and estimate \$800 as the cost of repairs. What should be stated is the particular defect with the engine, such as "excessive exhaust smoke—piston rings require replacement" together with the estimated cost of repairs.~~

~~UNDERESTIMATED REPAIR COSTS~~

~~If the amount estimated by the dealer as the fair cost of repairing or making good the defect is underestimated, then you may claim the difference between the fair cost of repair and the amount stated by the dealer on this form as the cost of repair.~~

~~MORE INFORMATION~~

~~If you have any questions or require further information about statutory warranties or this notice, contact the Consumer Protection Call Centre on 1300 30 40 54 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).~~

~~*Internet: — www.doccp.wa.gov.au*~~

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

Form 6.

Motor Vehicle Dealers Act 1973
(Section 33, 34(3))
Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 7

VEHICLE PARTICULARS

~~THIS VEHICLE IS NOT PROVIDED WITH WARRANTY UNDER THE
MOTOR VEHICLE DEALERS ACT 1973~~

YEAR OF MANUFACTURE (Compliance Plate)	ODOMETER READING (at time vehicle acquired from last owner)	CASH PRICE (INC. GST)
..... Kilometres/Miles	\$

MAKE AND MODEL V.I.N./CHASSIS No.

ENGINE No. LICENCE PLATE No.

LICENCE/REGISTRATION YEAR OF FIRST REGISTRATION

EXPIRES ON

(If vehicle not licensed under Road Traffic Act 1974, insert "Unlicensed")

DATE OF SALE ODOMETER READING AT TIME OF SALE kms/miles

REGISTER REFERENCE/STOCK No. DEALER NAME & ADDRESS

SIGNATURE OF DEALER, YARD MANAGER SIGNATURE OF PURCHASER
OR SALESPERSON

**PLEASE SEE REVERSE FOR IMPORTANT INFORMATION
ABOUT THIS VEHICLE PURCHASE**

ALWAYS CONTACT THE DEALER FIRST TO DISCUSS ANY PROBLEMS

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

(reverse)

STATUTORY WARRANTY

This vehicle is not covered by the terms of the statutory warranty under Part III Division 4 of the *Motor Vehicle Dealers Act 1973*. This is because —

- the cash price (inc. GST) paid in the case of a motor cycle is less than \$3 500 or in the case of any other vehicle is less than \$4 000; or
- in the case of a motor cycle it is more than 8 years old or has been driven more than 80 000 km or in the case of any other vehicle it is more than 12 years old or has been driven more than 180 000 km; or
- the vehicle was sold at auction on behalf of a member of the public; or
- the vehicle is excluded from the statutory warranty under the *Motor Vehicle Dealers Act 1973*.

— The following vehicles are excluded —

1. A caravan built to be towed by a motor vehicle.
2. A motor cycle —
 - (a) built for off road use; and
 - (b) not built to carry any passengers.
3. A motor vehicle —
 - (a) built to be used primarily to carry goods or materials used in any trade, business or industry; and
 - (b) having only one row of seats.
4. A motor vehicle —
 - (a) built to be used primarily to carry people; and
 - (b) that seats more than 9 adults (including the driver).
5. A multi-wheeled open motor vehicle the driver of which sits astride the vehicle or part of the vehicle in a manner similar to that customary for the driver of a motor cycle.

WARRANTIES IMPLIED UNDER FAIR TRADING AND TRADE PRACTICES LAWS

The *Fair Trading Act 1987* and *Trade Practices Act 1974* (Cth) require the dealer selling this vehicle to ensure that the vehicle matches any description given and that it is of “merchantable quality.” This means that it must be fit for the purpose for which a vehicle of that nature is normally used. The amount of money you have paid for the vehicle is taken into account when determining merchantable quality.

For example, even though a vehicle is not covered by the statutory warranty under the *Motor Vehicle Dealers Act 1973*, you are entitled to expect the dealer to repair any major defects that were present at the time of sale which prevent the vehicle from being used in

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1

~~the normal way. This also applies to anything that makes the vehicle unsafe to drive (eg: faulty brakes, faulty steering or major structural rust).~~

~~The requirement of merchantable quality does not apply —~~

- ~~• to defects specifically drawn to your attention before the contract of sale is made; or~~
- ~~• if you examine the vehicle for defects before the contract is made, to defects that examination should have revealed.~~

VEHICLES BOUGHT AT AUCTION

Vehicles purchased at auction do not carry a “statutory warranty” if they are being auctioned on behalf of a member of the public.

MORE INFORMATION

If you have any questions or require further information about statutory warranties or this notice, contact the Consumer Protection Call Centre on 1300 30 40 54 (Mon to Fri); TTY (08) 9282 0800 (hearing impaired).

Internet: — www.doccp.wa.gov.au

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

Form 7.

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973

Motor Vehicle (Sales) Regulations 1974, Regs. 8 and 9

NOTICE OF SALE

- (a) Trade Buyer
- Business Address
- (b) Seller's Name
- Address
- (c) Registration Number of Vehicle
- Year of Manufacture Make and Model
- Engine Number Year of First Registration
- Odometer Reading at Time of Sale Miles/Kilometres
- (d) The trade in value ascribed to the vehicle
- is \$ (To be completed
- where the sale is by way of a trade in)

To Be Completed Where Disposal By Trade Owner
(e) Name of Last Owner (other than a trade owner if same as seller write "as above"):
.....
Address
(f) Odometer Reading (at time vehicle acquired from owner referred to in (e) above):
..... Miles/Kilometres
(g) Reference Number in Dealer's Register

I hereby certify that the above information is true and correct to the best of my knowledge and belief and that the vehicle *is/is not subject to an order under the *Vehicle Standards Regulations 1977* and that there are no financial encumbrances of any kind assigned to this vehicle that have not been declared.

* delete that which is not applicable.

..... Signature of Seller

..... Signature of Buyer

..... Date

This form is to be made out in duplicate, one copy to be retained by each signatory.

[Form 8 deleted inserted in Gazette 28 May 1976 17 Nov 2006 p.1614 4757-8.]

~~Form 9.~~

WESTERN AUSTRALIA
Motor Vehicle Dealers Act 1973
(Section 28)

Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 10

NOTICE PROHIBITING SALE OF SECOND-HAND VEHICLE

~~At the time of inspection by a member of the Police Force or an authorised officer (“**inspecting officer**”), this vehicle or its equipment was, in the opinion of the inspecting officer, defective and an order was issued specifying each defect.~~

~~The sale of this vehicle is prohibited, except for the purposes of breaking up, unless and until an inspecting officer is satisfied that —~~

- ~~• each defect specified in the order has been remedied; or~~
- ~~• the vehicle’s number plates have been returned to the nearest licensing or registering authority,~~
~~and the inspecting officer accordingly cancels the order and removes this notice.~~

Reverse Side (Form 9)

~~The sale of this vehicle is prohibited, except for the purposes of breaking up, unless and until an inspecting officer is satisfied that —~~

- ~~• each defect specified in the order has been remedied; or~~
- ~~• the vehicle’s number plates have been returned to the nearest licensing or registering authority,~~
~~and the inspecting officer accordingly cancels the order and removes this notice.~~

~~No. of Notice Issued~~

~~Make of Vehicle~~

~~Reg. No. of Vehicle~~

~~Engine No. of Vehicle~~

~~Vehicle Identification No~~

~~Signature~~

~~Rank~~

~~Number (if applicable)~~

~~State (or Licensing Authority)~~

~~Date of Issue/...../.....~~

Motor Vehicle Dealers (Sales) Regulations 1974

Schedule 1 Forms

WARNING

This notice must NOT be removed EXCEPT by a member of the Police Force or an authorised officer acting in accordance with the *Motor Vehicle Dealers Act 1973*.

{First Schedule amended in Gazette 11 October 1974 pp.3885-6; 23 May 1974 pp.1428-9; 14 November 1975 p.4220; 28 May 1976 p.1614; 27 August 1976 p.3259; 21 December 1979 p.3989; 26 June 1981 p.2364; 2 February 1982 p.396; 27 August 1982 p.3426; 29 October 1982 p.4355; 30 November 1984 p.3997; 26 June 1998 pp.3377-80; 13 August 2002 p.4164-6; 30 August 2002 p.4455-6.}

~~Second Schedule~~

~~(Section 41 Regulation 12)~~

~~Undesirable practices~~

Schedule 2 Undesirable practices

Schedule 2 — Undesirable practices

[r. 12]

[Heading inserted in Gazette 17 Nov 2006 p. 4758.]

1. Failing to hand over at the time of sale or to forward to a purchaser within 5 days of the sale the registration papers in respect of a motor vehicle.
2. Offering for sale by a person licensed under the Act of a second-hand vehicle other than a second-hand vehicle of which he or his employer is not the trade owner from a place that is not a registered premises under the Act.
3. Advertising or displaying a telephone number for the purpose of selling a vehicle the vendor of which is the trade owner or is employed by the trade owner except —
 - (a) a telephone number of a registered premises under the Act; and
 - (b) an “after-hours” telephone number that is advertised or displayed —
 - (i) at a registered premises;
 - (ii) on business cards or letterheads; or
 - (iii) in a telephone directory.
4. Offering for sale or the advertising of a second-hand vehicle for sale by a person who is not the owner or assignee of the second-hand vehicle.
5. The giving, by a dealer, yard manager or salesman, of misleading advice to a person (in this item called “**the representee**”) concerning —
 - (a) the nature of a written offer to purchase a motor vehicle, which offer has been prepared by a person other than the representee; and
 - (b) the effect of the offer referred to in paragraph (a) if signed by the representee or any other person.

f. [Schedule 2 formerly Second Schedule amended in Gazette 11 ~~October~~Oct 1974 p.3885; 14 ~~November~~Nov 1975 p.4220; 5 ~~August~~Aug 1988 p.2629; 13 ~~August~~Aug 2002 p.4167.]

Third Schedule

(Regulation 13)

3 Prescribed access

3 — Prescribed accessories

[r. 13]

[Heading inserted in Gazette 17 Nov 2006 p. 4758.]

1. Radios.
2. Tape Players.
3. Refrigerated air conditioning units.

f. [Schedule 3 former Third Schedule amended in Gazette 11 ~~October~~ Oct 1974 p. 3885.]

~~Fourth~~ Schedule 4 — Vehicle consignment contract

[r. 13A]

[Heading inserted in Gazette 17 Nov 2006 p. 4759.]

**VEHICLE CONSIGNMENT CONTRACT
TERMS AND CONDITIONS
(PLEASE READ CAREFULLY)**

1. FORMATION

- 1.1 The signing of this Contract by the Owner and the Dealer or a person authorised by the Dealer means an agreement has been made between the Owner and the Dealer for the Vehicle to be sold on the terms and conditions stated in this Contract.
- 1.2 No agreement is made unless the Owner is provided with a copy of this Contract at the time it is signed by the Owner and Dealer or a person authorised by the Dealer.
- 1.3 The Owner grants the Dealer exclusive right to sell the Vehicle for the period stated on the Contract.

2. SALE PRICE

- 2.1 The Dealer may sell the Vehicle for more than the amount agreed to as the Minimum Sale Price for the Vehicle. The Dealer will be entitled to retain any amount in excess of the Minimum Sale Price as Commission.

3. SETTLEMENT

Fourth Schedule 4

- 3.1 If the Dealer sells the Vehicle, the Dealer will pay any Total Net Proceeds to the Owner within two business days of receiving payment.
- 3.2 If the payment for all or part of the Sale Price of the Vehicle has been made by cheque, the payment will not be considered to have been received by the Dealer until the cheque has been honoured.
- 3.3 The Dealer will not release the Vehicle to the Purchaser until the Purchase Price has been paid in full to the Dealer.

4. OWNERSHIP

- 4.1 The Owner will retain ownership and property in the Vehicle until such time as the Purchase Price has been paid in full to the Dealer.

5. RESPONSIBILITY FOR REPAIRS

- 5.1 Subject to Clause 8.1, the Owner will be responsible for the cost of repairing any defects or faults identified prior to the Sale of the Vehicle.

6. VEHICLE DECLARED UNFIT FOR SALE

- 6.1 The Dealer will give Notice to the Owner if the Vehicle is declared unfit for Sale by any Government Authority.
- 6.2 The Owner will be responsible for any costs or actions necessary to have the Vehicle declared fit for sale or to remove the Vehicle from the Dealer's premises.

7. PAYMENT FOR REPAIRS

- 7.1 The Dealer will not carry out any work on the Vehicle without the prior written consent of the Owner. The Owner may authorise the Dealer to deduct the cost of repairs from the Proceeds Payable after the Sale of the Vehicle.

8. DEALER'S RESPONSIBILITY

- 8.1 The Dealer will not be liable for any loss or damage which may occur to the Vehicle while on Consignment except for:
 - (a) any theft, loss or damage which may arise out of any negligent act or omission on the part of the Dealer or any person acting on behalf of the Dealer; or

Motor Vehicle Dealers (Sales) Regulations 1974

Fourth Schedule 4 Vehicle consignment contract

- (b) any breach of the *Fair Trading Act 1987* or *Trade Practices Act 1974*, the liability and remedies for which cannot be excluded by agreement.

9. WARRANTY CLAIMS

- 9.1 The Dealer will be responsible to pay for warranty claims which arise about the quality or fitness of the Vehicle in accordance with the Dealer's statutory responsibility under the *Motor Vehicle Dealers Act 1973*, *Fair Trading Act 1987* or the *Trade Practices Act 1974*.
- 9.2 The Dealer can not claim from the Owner any costs arising for such repairs, either directly, or by way of deduction from the Total Net Proceeds retained in a Trust Account.

10. OWNERSHIP AND ENCUMBERANCES

- 10.1 The Owner declares that the Owner has the right to sell the Vehicle. The Owner will provide the Dealer with a certificate from the Register of Encumbered Vehicles within two (2) business days after signing this Contract.
- 10.2 If a registered security interest is recorded pursuant to the *Chattels Security Act 1987* on the Vehicle, the interest must be discharged prior to the Sale of the Vehicle.
- 10.3 The Owner will give the Dealer all licence and registration documents, owner's manual and service records (if any) relating to the Vehicle within two (2) days after signing this Contract.

11. ENDING THE AGREEMENT

- 11.1 This Contract can be terminated by either the Dealer or the Owner by giving twenty-four (24) hours Written Notice to the other at any time prior to the sale of the Vehicle.
- 11.2 The Owner will remove the Vehicle from the Dealer's premises within seven (7) days after termination of the Contract.
- 11.3 The Owner will pay any monies owed to the Dealer before removing the Vehicle.
- 11.4 If the Vehicle is not removed, or monies owed are not paid within seven (7) days, the Dealer may return the Vehicle to the Owner's address and recover any expenses incurred during the Consignment.

12. CHANGING THE AGREEMENT

12.1 Any variation of this Contract must be in writing and signed by both the Owner and Dealer or a person authorised by the Dealer.

13. NOTICE

13.1 Any Notice required by this Contract may be given by direct communication, telephone, electronically, fax or post to the addresses and numbers included in this Contract.

13.2 If sent by post, a Notice will be considered to have been received, unless the contrary is shown, at the time when the Notice would have been delivered in the ordinary course of the post.

~~f~~ [Schedule 4 formerly Fourth Schedule inserted in Gazette 13 August
Aug 2002 p. 4167-9.]

Fifth Schedule-5 — Vehicle sale contract

[r. 13B]

[Heading inserted in Gazette 17 Nov 2006 p. 4759.]

**VEHICLE SALE CONTRACT
TERMS AND CONDITIONS
(PLEASE READ CAREFULLY)**

1. FORMATION

- 1.1 The signing of this Contract by the Purchaser means an offer has been made to purchase the Vehicle on the terms and conditions stated in this Contract. No offer is made unless the Purchaser is provided with a copy of this Contract at the time it is signed by the Purchaser.
- 1.2 The offer of the Purchaser is accepted by the Dealer when:
 - (a) this Contract is signed by the Dealer or a person authorised by the Dealer; and
 - (b) notice of the acceptance is given to the Purchaser. This Contract will then be binding on both parties.
- 1.3 The offer of the Purchaser may be withdrawn by the Purchaser any time before it is accepted by the Dealer. It will automatically lapse at the close of business on the next normal business day for motor vehicle dealers.

2. FINANCE

- 2.1 Where this Contract is subject to the Purchaser obtaining finance, the Contract is conditional upon the Purchaser obtaining approval for the granting of a loan:
 - (a) before the Latest Time stated in the Contract;
 - (b) for the amount stated in the Contract;
 - (c) from the Lender named in the Contract (or a lender acceptable to the Purchaser); and
 - (d) upon reasonable terms and conditions in the circumstances.
- 2.2 The Purchaser agrees to take all reasonable steps toward obtaining loan approval.

- 2.3 If the Purchaser has taken all reasonable steps towards obtaining loan approval, but does not obtain approval, then either the Purchaser or the Dealer may terminate this Contract by giving Notice to the other party. The Dealer must immediately refund any deposit paid and return any trade-in vehicle to the Purchaser.

3. THE PURCHASE PRICE

- 3.1 Upon delivery of the Vehicle, the Purchaser will pay to the Dealer all of the Total Purchase Price, less any deposit paid and any value given to the Trade-In Vehicle.
- 3.2 In the case of a new Vehicle, if at any time after this Contract becomes binding on both parties but before delivery of the Vehicle to the Purchaser, the cost of the Vehicle to the Dealer changes because the manufacturer changes its price, or there is a change in statutory charges which apply to the Vehicle, the Total Purchase Price will be adjusted by the corresponding amount.
- 3.3 If the manufacturer increases the cost of a new Vehicle to the Dealer, the Dealer is only entitled to pass on to the Purchaser, an increase of up to and including 5% of the Total Factory Price of the Vehicle.
- 3.4 Payment by cheque for all or part of the Total Purchase Price will not be considered to have been received by the Dealer until the cheque has been honoured.

4. DELIVERY OF THE VEHICLE

- 4.1 The Dealer will deliver the Vehicle to the Purchaser on or before the delivery date stated in this Contract.
- 4.2 In the case of a new Vehicle, if a Delivery Date is not stated in this Contract, the Dealer will deliver the Vehicle within three (3) months of this Contract becoming binding on the parties.
- 4.3 In the case of a used Vehicle, if a Delivery Date is not stated in this Contract, the Dealer will deliver the Vehicle within one (1) month of this Contract becoming binding on the parties.
- 4.4 Delivery of the Vehicle to the Purchaser will take place at the Dealer's Premises, unless other arrangements are agreed to between the Purchaser and the Dealer.
- 4.5 The Purchaser will deliver any Trade-In Vehicle to the Dealer, and take delivery of the Vehicle, within seven (7) days of being notified by the Dealer that the Vehicle is ready for collection.

5 Vehicle sale contract

5. PASSING OF PROPERTY AND RISK IN THE VEHICLE

- 5.1 The Dealer remains the owner of the Vehicle until the Total Purchase Price has been received in full by the Dealer.
- 5.2 Risk in the Vehicle and the responsibility to insure the Vehicle will pass from the Dealer to the Purchaser when the Vehicle is delivered by the Dealer to the Purchaser, unless the Purchaser and the Dealer agree to some other arrangement and include it as a Special Condition of this Contract. This applies whether delivery occurs at the Dealer's Premises or any other location.

6. TRADE-IN VEHICLE

- 6.1 The Purchaser will deliver the Trade-In Vehicle with Accessories to the Dealer in the same condition the Trade-In Vehicle was in at the time it was valued by the Dealer for the purpose of this Contract, except for normal wear and tear.

7. PURCHASER'S RIGHT TO TERMINATE THIS CONTRACT

- 7.1 The Purchaser may terminate this Contract if the Dealer has breached any of the obligations imposed on the Dealer by this Contract.
- 7.2 If this Contract is validly terminated by the Purchaser, the Dealer must immediately refund any deposit paid and return any Trade-In Vehicle to the Purchaser. If, in the event the Trade-In Vehicle has been sold, the cash equivalent of the Trade-In Vehicle value determined at the commencement of the Contract shall be refunded to the Purchaser.

8. DEALER'S RIGHT TO TERMINATE THIS CONTRACT

- 8.1 The Dealer may terminate this Contract if the Purchaser has breached any of the obligations imposed on the Purchaser by this Contract.
- 8.2 If this Contract is validly terminated by the Dealer, the Dealer may seek an amount up to, but not exceeding, 15% of the Total Purchase Price of the Vehicle as pre-estimated liquidated damages.
- 8.3 Any deposit paid by the Purchaser may be used by the Dealer to meet the pre-estimated liquidated damages payable by the Purchaser. Any surplus will be refunded to the Purchaser.

9. NOTICES

-
- 9.1 All Notices required by this Contract may be given by direct communication, telephone, electronically, fax or post to the addresses and numbers included in this Contract.
- 9.2 If sent by post, a Notice will be considered to have been received, unless the contrary is shown, at the time when the Notice would have been delivered in the ordinary course of the post.

~~f~~ [\[Schedule 5 formerly Fifth Schedule inserted in Gazette 13 August Aug 2002 p. 4169-71.\]](#)

Motor Vehicle Dealers (Sales) Regulations 1974

Notes

¹ This is a compilation of the *Motor Vehicle Dealers (Sales) Regulations 1974* and amendments made by the other written laws referred to in the following table.^{1a}.

Compilation table

Citation	Gazettal	Commencement
<i>Motor Vehicle Dealers (Sales) Regulations 1974</i>	14 Jun 1974 pp.1926-36	12 Aug 1974
<i>Motor Vehicle Dealers (Sales) Amendment Regulations 1984</i>	30 Nov 1984 p.3997	1 Jan 1985 (see regulation 2)
<i>Motor Vehicle Dealers (Sales) Amendment Regulations 1988</i>	5 Aug 1988 p.2629	2 Sep 1988 (see regulation 2)
<i>Motor Vehicle Dealers (Sales) Amendment Regulations 1989</i>	25 Aug 1989 p.2874	25 Aug 1989
<i>Motor Vehicle Dealers (Sales) Amendment Regulations 1998</i>	26 Jun 1998 pp.3375-80	26 Dec 1998 (see regulation 2)
<i>Motor Vehicle Dealers (Sales) Amendment Regulations (No. 2) 1998</i>	18 Sep 1998 pp.5157-8	26 Dec 1998 (see regulation 2 and <i>Gazette</i> 26 Jun 1998 p.3375)
<i>Motor Vehicle Dealers (Sales) Amendment Regulations 2002</i>	13 Aug 2002 pp.4159-71	1 Sep 2002 (see regulation 2 and <i>Gazette</i> 13 Aug 2002 p.4151)
<i>Motor Vehicle Dealers (Sales) Amendment Regulations (No. 2) 2002</i>	30 Aug 2002 p. 4455-6	1 Sep 2002 (see regulation 2 and <i>Gazette</i> 13 Aug 2002 p. 4159 and p. 4151)

^{1a} — On the date as at which this compilation was prepared, provisions referred to in the following table had not come into operation and were therefore not included in this compilation. For the text of the provisions see the endnotes referred to in the table.

Provisions that have not come into operation

Citation	Gazettal	Commencement
<i>Motor Vehicle Dealers (Sales) Amendment Regulations 2006 r. 4-17</i> ²	17 Nov 2006 p. 4750-9	1 Jan 2007 (see r. 2)

² — On the date as at which this compilation was prepared, the *Motor Vehicle Dealers (Sales) Amendment Regulations 2006 r. 4-17* had not come into operation. They read as follows:

³

~~4. Regulation 2 amended~~

~~Regulation 2 is amended in the definition of "Form" by deleting "First Schedule" and inserting instead —
" Schedule 1 —".~~

~~5. Regulations 3 and 4 replaced~~

~~Regulations 3 and 4 are repealed and the following regulations are inserted instead —~~

“

~~3. Form of register of transactions~~

~~For the purposes of section 25 the register of prescribed transactions —~~

- ~~(a) is to be in the form of Form 1; and~~
- ~~(b) may be kept —
 - ~~(i) in writing in accordance with regulation 4; or~~
 - ~~(ii) in an electronic form in accordance with regulation 4A.~~~~

~~4. Registers kept in writing~~

- ~~(1) A register that is kept in writing is to be kept in a series of books each of which —
 - ~~(a) consist of pages permanently bound together; and~~
 - ~~(b) bear on the front cover a number corresponding to the book's number in the series; and~~
 - ~~(c) are used for the purposes of the register and for no other purpose.~~~~
- ~~(2) Each page in a book of the register is to consist of white paper of a size not less than 297 mm by 210 mm.~~
- ~~(3) Each record (which consists of one or more entries) in respect of a vehicle is to be consecutively numbered (the Register No. in Form 1).~~
- ~~(4) Each person who makes an entry in the register (including an amendment or deletion of a previous entry) must record his or her name and the date of the entry in the Remarks column (see Form 1).~~
- ~~(5) The register is to be clearly legible.~~
- ~~(6) Any amendment or deletion to the register is to be made so as to leave the amended or deleted particulars decipherable.~~

4A. Registers kept in electronic form

- ~~(1) A register that is kept in electronic form is to be kept by means of software that ensures that
 - ~~(a) the information in the register
 - ~~(i) is capable of being displayed and printed at any time at each place of business to which the dealer's licence relates; and~~
 - ~~(ii) when displayed or printed, is displayed or printed in the form of Form 1; and~~
 - ~~(iii) includes the date on which each entry in the register was made and who made it; and~~
 - ~~(iv) is backed up to an electronic storage facility kept at separate premises on a weekly basis;~~~~
 - ~~and~~
 - ~~(b) if any information in the register is amended or deleted, a record is kept
 - ~~(i) of the information in the form in which it was before it was amended or deleted; and~~
 - ~~(ii) of the date on which the information was amended or deleted and who amended it.~~~~~~
- ~~(2) Each record (which consists of one or more entries) in respect of a vehicle is to be consecutively numbered (the Register No. in Form 1).~~

”.

6. Regulation 6 amended

~~Regulation 6(2)(a) is amended by deleting “orange”.~~

7. Regulation 7 amended

- ~~(1) Regulation 7(1) is amended as follows:
 - ~~(a) by deleting “34(1)” and inserting instead
“ 34 ”;~~
 - ~~(b) by deleting “the notice” in the first place where it occurs and inserting instead
“ the copy of the notice ”;~~
 - ~~(c) by deleting “and, if” and inserting instead
“ and ”;~~
 - ~~(d) by deleting “33, the Form 4 shall be regarded as a copy of the notice attached to the vehicle pursuant to section 33” and inserting instead
“ 33(1) ”.~~~~

Motor Vehicle Dealers (Sales) Regulations 1974

- ~~(2) Regulation 7(2) is amended as follows:~~
- ~~(a) by deleting “34(1)” and inserting instead
“ 34 ”;~~
 - ~~(b) by deleting “the notice” in the first place where it occurs
and inserting instead
“ the copy of the notice ”;~~
 - ~~(c) by deleting “and, if” and inserting instead
“ and ”;~~
 - ~~(d) by deleting “33, the Form 6 shall be regarded as a copy
of the notice attached to the vehicle pursuant to
section 33” and inserting instead
“ 33(1) ”.~~

8. Regulations 8, 9 and 10 repealed

~~Regulations 8, 9 and 10 are repealed.~~

9. Regulation 12 amended

~~Regulation 12 is amended by deleting “the Second Schedule” and
inserting instead
“ Schedule 2 ”.~~

10. Regulation 13 amended

~~Regulation 13 is amended by deleting “the Third Schedule” and
inserting instead
“ Schedule 3 ”.~~

11. Regulation 13A amended

~~Regulation 13A is amended by deleting “the Fourth Schedule” and
inserting instead
“ Schedule 4 ”.~~

12. Regulation 13B amended

~~Regulation 13B is amended by deleting “the Fifth Schedule” and
inserting instead
“ Schedule 5 ”.~~

13. First Schedule replaced

~~The First Schedule is repealed and the following Schedule is
inserted instead~~

“

Schedule 1—Forms
Form 1—Register of transactions

{r.3}

Motor Vehicle Dealers (Sales) Regulations 1974

Western Australia Motor Vehicle Dealers Act 1973 section 25 Motor Vehicle Dealers (Sales) Regulations 1974 regulation 3								
Dealers register of transactions for registered premises situated at: (This register is to be produced on demand by any person mentioned in the Motor Vehicle Dealers Act 1973 section 25(2))								
Register No:	Vehicle:			Person in whose name vehicle is registered:	Date purchased:	Date sold:	Purchaser of vehicle:	Remarks:
	License Plate No:	VIN/Chassis No:	Engine No:					
							Name: Address:	
							Name: Address:	

Note: Forms 2 and 3 have been deliberately omitted.

Form 4—Vehicle particulars and warranty

[r.7]

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973 section 33

Motor Vehicle Dealers (Sales) Regulations 1974 regulation 7

VEHICLE PARTICULARS AND WARRANTY

YEAR OF MANUFACTURE (Compliance Plate)	ODOMETER READING (at time vehicle acquired from last owner)	CASH PRICE (INC. GST)
..... Kilometres/Miles	\$

Make Model

V.I.N./Chassis No. Engine No.

Licence Plate No.

Year of first registration Registration expires on

(If vehicle not licensed under *Road Traffic Act 1974*, insert "Unlicensed")

Date of sale Odometer reading at time of sale kms/miles

Register reference/Stock No.

Dealer Name and address

.....

Signature of dealer, yard manager Signature of purchaser
.....
or salesperson

STATUTORY WARRANTY

A motor vehicle is covered by the terms of a statutory warranty under the *Motor Vehicle Dealers Act 1973* if the cash price (inc. GST) paid is \$4 000 or more and the vehicle is not more than 12 years old and has travelled not more than 180 000 km. The length of time the vehicle is covered under warranty is determined by the age of the vehicle and kilometres it has travelled at the time of sale. Where a vehicle is—

- ▲ not more than 10 years old and has travelled not more than 150 000 km at the time of sale—warranty is for 3 months or 5 000 km, whichever happens first; or
- ▲ between 10 and 12 years old or has travelled between 150 000 and 180 000 km at the time of sale—warranty is for 1 month or 1 500 km, whichever happens first.

A motorcycle is covered by the terms of a statutory warranty if the cash price (inc. GST) paid is \$3 500 or more and the motorcycle is not more than 8 years old and has travelled not more than 80 000 km. The warranty is for 3 months or 5 000 km, whichever happens first.

Motor Vehicle Dealers (Sales) Regulations 1974

The warranty means that the selling dealer must repair or make good all defects which make or are likely to make the vehicle unroadworthy or unserviceable. The repair should make the vehicle roadworthy and in a reasonable condition having regard to its age.

MORE INFORMATION

If you have any questions or require further information about the statutory warranty contact the Consumer Protection Call Centre on 1300 304 054 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).

Internet: — www.doccp.wa.gov.au

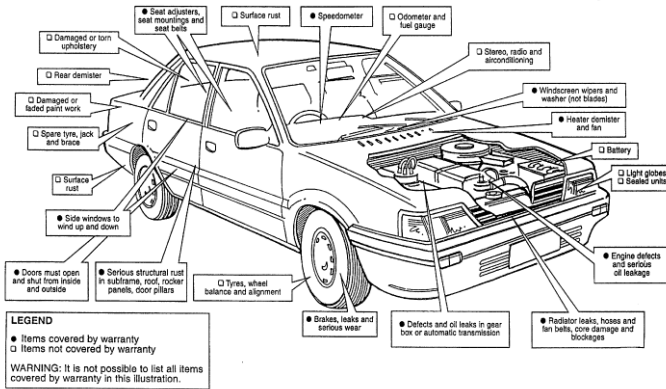
ALWAYS CONTACT THE DEALER FIRST TO DISCUSS WARRANTY REPAIRS

Please see reverse for a "Quick Guide to Warranty Items"

(reverse — for cars)

THE USED CAR WARRANTY

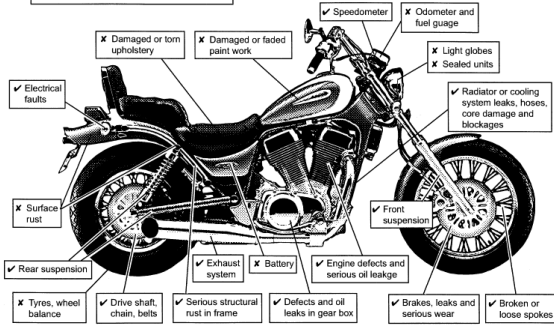
Check to see which defects are covered and which are excluded from warranty



(reverse for bikes)

THE USED BIKE WARRANTY

Check to see which items are covered (✓) and which are not (X) by the warranty
 WARNING: It is not possible to list all items covered by warranty in this illustration



Form 5 — Notice of defects excluded from warranty

[r. 6]

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973 section 35

Motor Vehicle Dealers (Sales) Regulations 1974 regulation 6

NOTICE OF DEFECTS EXCLUDED FROM WARRANTY

This vehicle is provided with a warranty under the Motor Vehicle Dealers Act 1973, except for the defects stated below

THIS VEHICLE CONTAINS THE DEFECTS STATED BELOW. THE COST OF REPAIR, UP TO THE ESTIMATES SHOWN, BECOME THE RESPONSIBILITY OF THE PURCHASER. THE DEALER REMAINS LIABLE FOR THE REPAIR OF ANY DEFECTS NOT LISTED.

Dealer — name and address

Make

Model

V.I.N./Chassis No.

Licence Plate No. Engine No.

Date of sale

Odometer reading at time of sale kilometres/miles

Details of defect — Estimated cost of repair — (inc. GST)	
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$

UNDERESTIMATED REPAIR COSTS
 If the amount estimated by the dealer as the fair cost of repairing or making good the defect is underestimated, then you may claim the difference between the fair cost of repair and the amount stated by the dealer on this form as the cost of repair.

.....

Signature of dealer, yard manager Signature of purchaser
 or salesperson

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION ABOUT THIS VEHICLE PURCHASE

(reverse)

ITEMS COVERED BY THE STATUTORY WARRANTY

This vehicle is covered by the terms of the statutory warranty under section 34 of the Motor Vehicle Dealers Act 1973. This means the dealer must repair or make good all defects which make or are likely to make the vehicle unroadworthy or unserviceable. For more information on warranty defects, refer to the vehicle diagram on the reverse side of the "Vehicle Particulars and Warranty" Form 4.

ITEMS NOT COVERED BY THE STATUTORY WARRANTY

The defects which are not required to be repaired by the dealer are those stated on the front of this form, provided —

- this form was filled out and displayed on the vehicle before you negotiated to purchase it; and
- an accurate and detailed description of the defect, and an accurate estimate of the repair cost has been stated; and
- you are given a signed copy of this notice before, or at the time of, sale.

Remember, it will be your responsibility to repair the defects listed on the front of this notice.

DESCRIPTION OF DEFECTS

The "Details of Defect" should set out (with reasonable particularity) a description of the nature of the defect. For example, it would not be considered reasonable for a dealer to state "engine" as the defect and estimate \$800 as the cost of repairs. What should be stated is the particular defect with the engine, such as "excessive exhaust smoke — piston rings require replacement" together with the estimated cost of repairs.

Motor Vehicle Dealers (Sales) Regulations 1974

MORE INFORMATION

If you have any questions or require further information about statutory warranties or this notice, contact the Consumer Protection Call Centre on 1300 304 054 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).
 Internet: www.docep.wa.gov.au

Form 6 — Vehicle particulars — no warranty

{r. 7}

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973 section 33

Motor Vehicle Dealers (Sales) Regulations 1974 regulation 7

VEHICLE PARTICULARS — NO WARRANTY

YEAR OF MANUFACTURE (Compliance Plate)	ODOMETER READING (at time vehicle acquired from last owner)	CASH PRICE (INC. GST)
..... Kilometres/Miles	\$

Make Model

V.I.N./Chassis No. Engine No.

Licence Plate No.

Year of first registration Registration expires on

(If vehicle not licensed under *Road Traffic Act 1974*, insert "Unlicensed")

Date of sale Odometer reading at time of sale

kms/miles

Register reference/Stock No.

Dealer Name and address

.....

Signature of dealer, yard manager Signature of Purchaser

..... or salesperson

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION ABOUT THIS VEHICLE PURCHASE
ALWAYS CONTACT THE DEALER FIRST TO DISCUSS ANY PROBLEMS

(reverse)

STATUTORY WARRANTY

This vehicle is not covered by the terms of the statutory warranty under Part III Division 4 of the *Motor Vehicle Dealers Act 1973*. This is because—

- the cash price (inc. GST) paid in the case of a motor cycle is less than \$3 500 or in the case of any other vehicle is less than \$4 000; or
- in the case of a motor cycle it is more than 8 years old or has been driven more than 80 000 km or in the case of any other vehicle it is more than 12 years old or has been driven more than 180 000 km; or
- the vehicle was sold at auction on behalf of a member of the public; or
- the vehicle is excluded from the statutory warranty under the *Motor Vehicle Dealers Act 1973*.

The following vehicles are excluded—

1. A caravan built to be towed by a motor vehicle.
2. A motor cycle—
 - (a) built for off road use; and
 - (b) not built to carry any passengers.
3. A motor vehicle—
 - (a) built to be used primarily to carry goods or materials used in any trade, business or industry; and
 - (b) having only one row of seats.
4. A motor vehicle—
 - (a) built to be used primarily to carry people; and
 - (b) that seats more than 9 adults (including the driver).
5. A multi wheeled open motor vehicle the driver of which sits astride the vehicle or part of the vehicle in a manner similar to that customary for the driver of a motor cycle.

WARRANTIES IMPLIED UNDER FAIR TRADING AND TRADE PRACTICES LAWS

The *Fair Trading Act 1987* and *Trade Practices Act 1974* (Cwlth) require the dealer selling this vehicle to ensure that the vehicle matches any description given and that it is of “merchantable quality.” This means that it must be fit for the purpose for which a vehicle of that nature is normally used. The amount of money you have paid for the vehicle is taken into account when determining merchantable quality.

For example, even though a vehicle is not covered by the statutory warranty under the *Motor Vehicle Dealers Act 1973*, you are entitled to expect the dealer to repair any major defects that were present at the time of sale which prevent the vehicle from being used in the normal way. This also applies to anything that makes the vehicle unsafe to drive (eg. faulty brakes, faulty steering or major structural rust).

- ~~The requirement of merchantable quality does not apply —~~
- ~~• to defects specifically drawn to your attention before the contract of sale is made; or~~
 - ~~• if you examine the vehicle for defects before the contract is made, to defects that examination should have revealed.~~

~~VEHICLES BOUGHT AT AUCTION~~

~~Vehicles purchased at auction do not carry a “statutory warranty” if they are being auctioned on behalf of a member of the public.~~

~~MORE INFORMATION~~

~~If you have any questions or require further information about statutory warranties or this notice, contact the Consumer Protection Call Centre on 1300 304 054 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).~~

~~Internet: www.doccp.wa.gov.au~~

14. ~~Second Schedule amended~~

~~The Second Schedule is amended by deleting the headings “Second Schedule”, “(Section 41 Regulation 12)” and “Undesirable practices” and inserting instead —~~

~~Schedule 2 — Undesirable practices~~

~~{r. 12}~~

15. ~~Third Schedule amended~~

~~The Third Schedule is amended by deleting the headings “Third Schedule”, “(Regulation 13)” and “Prescribed accessories” and inserting instead —~~

~~Schedule 3 — Prescribed accessories~~

~~{r. 13}~~

16. ~~Fourth Schedule amended~~

~~The Fourth Schedule is amended by deleting the heading “Fourth Schedule” and inserting instead —~~

“

~~Schedule 4 — Vehicle consignment contract~~

~~17. Fifth Schedule amended~~

~~The Fifth Schedule is amended by deleting the heading “Fifth Schedule” and inserting instead~~

“

~~Schedule 5 — Vehicle sale contract~~