Motor Vehicle Dealers Act 1973

Motor Vehicle Dealers (Sales) Amendment Regulations 2006

Made by the Lieutenant-Governor and deputy of the Governor in Executive Council.

1. **Citation**
   These regulations are the *Motor Vehicle Dealers (Sales) Amendment Regulations 2006*.

2. **Commencement**
   These regulations come into operation on 1 January 2007.

3. **The regulations amended**
   The amendments in these regulations are to the *Motor Vehicle Dealers (Sales) Regulations 1974*.

   [* Reprinted as at 2 July 1999.
   For amendments to 3 August 2006 see Western Australian Legislation Information Tables for 2005, Table 4, p. 268-9.]*

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   Regulations 3 and 4 are repealed and the following regulations are inserted instead —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) ”.

(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 ”.
**Motor Vehicle Dealers Act 1973 section 25**

**Motor Vehicle Dealers (Sales) Regulations 1974 regulation 3**

Dealers register of transactions for registered premises situated at:

<table>
<thead>
<tr>
<th>Register No.</th>
<th>Vehicle</th>
<th>Person in whose name vehicle is registered</th>
<th>Name</th>
<th>Address</th>
<th>Date sold</th>
<th>Purchaser of vehicle</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(This register is to be produced on demand by any person mentioned in the Motor Vehicle Dealers Act 1973 section 25(2).)

**Schedule 1 — Register of Transactions**

The first Schedule is repealed and the following Schedule is inserted in its stead:

1. **First Schedule Repealed**

2. **Schedule 2**

3. **Schedule 3**

4. **Schedule 4**

5. **Schedule 5**

Regulation 13B is amended by deleting "the Fifth Schedule" and inserting instead "the Fourth Schedule".

Regulation 13A is amended by deleting "the Fourth Schedule".
Form 4 — Vehicle particulars and warranty

[17 November 2006]

WESTERN AUSTRALIA

Motor Vehicle Dealers Act 1973 section 33

Motor Vehicle Dealers (Sales) Regulations 1974 regulation 7

VEHICLE PARTICULARS AND WARRANTY

<table>
<thead>
<tr>
<th>YEAR OF MANUFACTURE (Compliance Plate)</th>
<th>ODOMETER READING (at time vehicle acquired from last owner)</th>
<th>CASH PRICE (INC. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kilometres/Miles</td>
<td>$</td>
</tr>
</tbody>
</table>

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

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”
THE USED CAR WARRANTY

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

THE USED BIKE WARRANTY

Check to see which items are covered and which are not

Form 5 — Notice of defects excluded from warranty

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 or salesperson

Signature of purchaser

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION ABOUT THIS VEHICLE PURCHASE

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.
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.docwa.gov.au

Form 6 — Vehicle particulars — no warranty

[...] Western Australia

Motor Vehicle Dealers Act 1973 section 33

Motor Vehicle Dealers (Sales) Regulations 1974 regulation 7

VEHICLE PARTICULARS — NO WARRANTY

<table>
<thead>
<tr>
<th>YEAR OF MANUFACTURE</th>
<th>ODOMETER READING</th>
<th>CASH PRICE (INC. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Compliance Plate)</td>
<td>(at time vehicle acquired from last owner)</td>
<td>$ .........................</td>
</tr>
<tr>
<td>.................................</td>
<td>Kilometres/Miles</td>
<td>...........................</td>
</tr>
</tbody>
</table>

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

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 (e.g. 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.docewwa.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 —

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Schedule 4 — Vehicle consignment contract
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17. **Fifth Schedule amended**

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

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Schedule 5 — Vehicle sale contract
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By Command of the Lieutenant-Governor and deputy of the Governor,

G. M. PIKE, Clerk of the Executive Council.