

Western Australia

Motor Vehicle Dealers (Sales) Regulations 1974

As at 01 Sep 2002

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Motor Vehicle Dealers (Sales) Regulations 1974

CONTENTS

Part 1 — Preliminary

1.	Citation	1
2.	Interpretation	1

Part 2 — Forms

3.	Register of transactions (Form 1)	2
4.	Notice of acquisition or sale of second-hand vehicle (Forms 2 and 3)	2
5.	Notice of required particulars (section 33)	2
6.	Notice of excluded defects (Form 5)	4
7.	Copies of notice at time of sale (section 33(7))	4
8.	Sales between trade owners (Form 7)	5
9.	Sale by non-trade owner to dealer (Form 7)	5
10.	Notice prohibiting sale of second-hand vehicle (Form 9)	5

Part 3 — Trust Accounts

Division 1 — General

10A.	Application	6
10B.	Prescribed financial institutions (section 32C)	6

Division 2 — Keeping and management of trust accounts

10C.	Information to be given by the dealer to the Board	6
10D.	Trust accounts records	7

10E.	Manner of accounting for moneys received	7
10F.	Statutory declaration	8

Division 3 — Duties of financial institutions

10G.	Reporting overdrawn accounts	8
------	------------------------------	---

Division 4 — Auditing of trust accounts

10H.	Appointment of auditors	8
10I.	Production of records to auditors	9
10J.	Conduct of audits	9
10K.	Auditors' reports, contents of	9
10L.	Obligation of auditor to disclose certain information	10
10M.	Costs of auditing	10
10N.	When and to whom the auditor must report	10
10O.	Confidentiality of audit information	11

Part 4 — Miscellaneous

11.	Advertising	12
12.	Undesirable practices (Second Schedule)	12
13.	Prescribed accessories (Third Schedule)	12
13A.	Prescribed requirements for vehicle consignment agreements (Fourth Schedule)	12
13B.	Prescribed requirements for vehicle sale agreements (Fifth Schedule)	13
14.	Penalties	13

First Schedule

Second Schedule

Third Schedule

Fourth Schedule

Fifth Schedule

Notes

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;

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

[Regulation 2 amended in Gazette 13 August 2002 p.4159.]

Part 2 — Forms

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

3. Register of transactions (Form 1)

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

- (a) shall be in the form of Form 1; and
- (b) shall be numbered consecutively.

[Regulation 3 amended in Gazette 13 August 2002 p.4159.]

4. Notice of acquisition or sale of second-hand vehicle (Forms 2 and 3)

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.

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

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 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.

- (2) Where a dealer sells a vehicle to which the obligations imposed by section 34(1) do not apply, 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.

[Regulation 7 inserted in Gazette 26 June 1998 p.3376.]

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 p.1614.]

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

[Regulation 10 amended in Gazette 11 October 1974 p.3885.]

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

- (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.

[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.
- (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)

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

13. Prescribed accessories (Third Schedule)

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

[Regulation 13 amended in Gazette 13 August 2002 p.4163.]

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

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

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

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

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

[Regulation 13B inserted in Gazette 13 August 2002 p.4164.]

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.]

First Schedule

First Schedule

[Heading inserted in Gazette 11 October 1974 p.3885.]

Form 1.

WESTERN AUSTRALIA
Motor Vehicle Dealers Act 1973
 (Section 25 Regulation 3)
Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 3

DEALERS REGISTER OF TRANSACTIONS FOR REGISTERED PREMISES SITUATE AT
 (To be produced on demand by any person mentioned in section 25(2))

Register No.	VEHICLE			Registered Owner Name Address	From Whom Purchased Name Address	Date Purchased	Date Disposed	To Whom Disposed Name Address	Remarks
	Identity Plate	Engine No.	Make and Type						

Form 2.

WESTERN AUSTRALIA
Motor Vehicle Dealers Act 1973
 (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 1974 AS AMENDED, APPLICATION TO TRANSFER AND TRANSFER RECEIPT TO (NAME OF LICENSING AUTHORITY)

OFFICE USE ONLY

PREVIOUS OWNER NAME CHECK	<table border="1" style="border-collapse: collapse; width:100px; height:20px;"> <tr> <td style="width:15px; height:15px;"></td> <td style="width:15px; height:15px;"></td> <td style="width:15px; height:15px;"></td> <td style="width:15px; height:15px;"></td> <td style="width:15px; height:15px;"></td> <td style="width:15px; height:15px;"></td> </tr> </table>							BODY TYPE	<table border="1" style="border-collapse: collapse; width:40px; height:20px;"> <tr> <td style="width:10px; height:15px;"></td> <td style="width:10px; height:15px;"></td> <td style="width:10px; height:15px;"></td> </tr> </table>				FEES PAYABLE CHECKED BY

TO BE COMPLETED BY DEALER

PLATE NUMBER	DATE ACQUIRED	DEALER NAME CHECK	DEALER'S LICENCE No.																						
<table border="1" style="border-collapse: collapse; width:100%; height:20px;"> <tr> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> </tr> </table>									<table border="1" style="border-collapse: collapse; width:100%; height:20px;"> <tr> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> <td style="width:12.5%; height:15px;"></td> </tr> </table>							<table border="1" style="border-collapse: collapse; width:100%; height:20px;"> <tr> <td style="width:25%; height:15px;"></td> <td style="width:25%; height:15px;"></td> <td style="width:25%; height:15px;"></td> <td style="width:25%; height:15px;"></td> </tr> </table>					<table border="1" style="border-collapse: collapse; width:100%; height:20px;"> <tr> <td style="width:25%; height:15px;"></td> <td style="width:25%; height:15px;"></td> <td style="width:25%; height:15px;"></td> <td style="width:25%; height:15px;"></td> </tr> </table>				
..... (MAKE) (BODY TYPE) (YEAR)																							
...../...../..... LICENCE EXPIRES ENGINE NUMBER	DEALER'S REGISTER No.																							
DEALER'S BUSINESS NAME																									
ADDRESS																									
PREVIOUS <u>REGISTERED</u> OWNER																									
(SURNAME) (OTHER NAMES IN FULL)																									
VEHICLE <u>ACQUIRED</u> 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 —
 THIS FORM NOT REQUIRED FOR UNLICENSED VEHICLES.

First Schedule

Form 3.

WESTERN AUSTRALIA
Motor Vehicle Dealers Act 1973
(Section 26)

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

ADVICE OF SALE OF SECOND-HAND VEHICLE

- | | | |
|-----------|-------|--|
| 12 | 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. |
|-----------|-------|--|

1. PARTICULARS OF SELLER

Surname (block letters) :

Other Names (in full) :

Address :

Post Code

2. VEHICLE PARTICULARS

Plate Number

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

(Alpha) (Numeric)

Office or Dealer's use only
SELLERS NAME CHECK

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

Make: Body Type:

Engine Number: Year of Manufacture:

3. PARTICULARS OF PURCHASER

Surname (block letters):

Other Names (in full):

Address (No. & St.):

Town or Suburb Post Code

Office Use Only

Locality Code

--	--	--

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	TRANSFER FEE AND STAMP DUTY PAYABLE		
	Transfer Fee plus Stamp Duty <i>(to calculate see reverse side)</i>		
	TOTAL FEE PAYABLE	\$	

Motor Vehicle Dealers (Sales) Regulations 1974

First Schedule

Form 4.

Motor Vehicle Dealers Act 1973

(Section 33)

Motor Vehicle Dealers (Sales) Regulations 1974, Reg. 5

VEHICLE PARTICULARS

YEAR OF MANUFACTURE (Compliance Plate) <th data-bbox="632 526 959 667"> ODOMETER READING (at time vehicle acquired from last owner) Kilometres/Miles <th data-bbox="959 526 1286 667"> CASH PRICE (INC. GST) \$ </th></th>	ODOMETER READING (at time vehicle acquired from last owner) Kilometres/Miles <th data-bbox="959 526 1286 667"> CASH PRICE (INC. GST) \$ </th>	CASH PRICE (INC. GST) \$
---	---	--

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
 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* because 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 because 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 30 40 54 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).

Internet: www.docep.wa.gov.au

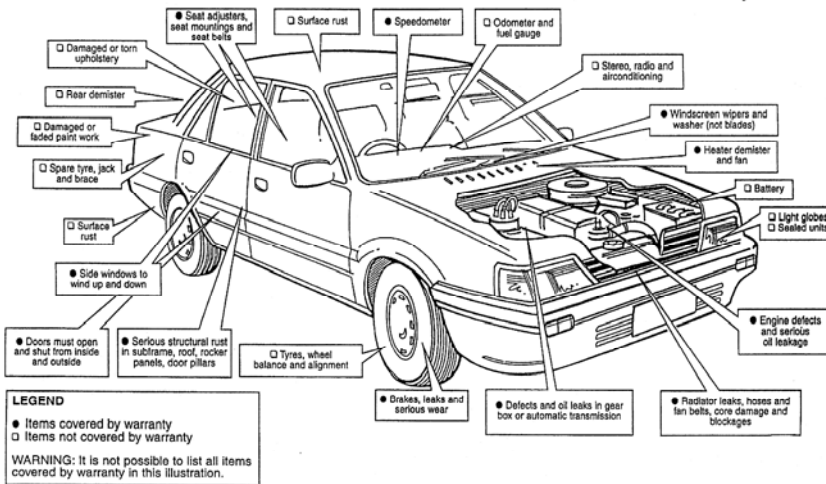
ALWAYS CONTACT THE DEALER FIRST TO DISCUSS WARRANTY REPAIRS

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

(reverse — for cars)

THE USED CAR WARRANTY

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



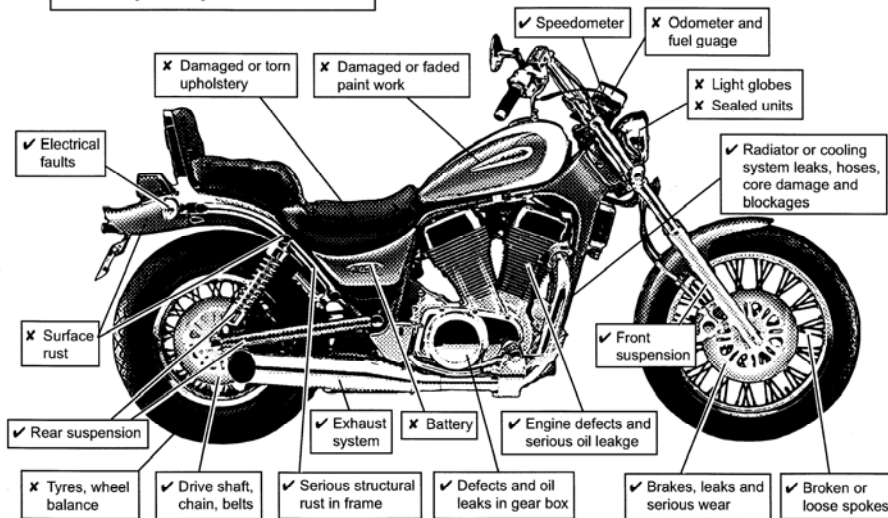
(reverse — for bikes)

First Schedule

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



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

First Schedule

(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.docep.wa.gov.au

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) Kilometres/Miles	CASH PRICE (INC. GST) \$
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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

First Schedule

(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* (C'th) 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 30 40 54 (Mon to Fri). TTY (08) 9282 0800 (hearing impaired).

Internet: www.docep.wa.gov.au

First Schedule

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 in Gazette 28 May 1976 p.1614.]

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/...../.....

First Schedule

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

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.

*[Second Schedule amended in Gazette 11 October 1974 p.3885;
14 November 1975 p.4220; 5 August 1988 p.2629; 13 August 2002 p.4167.]*

Third Schedule

Third Schedule

(Regulation 13)

Prescribed accessories

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

[Third Schedule amended in Gazette 11 October 1974 p.3885.]

Fourth Schedule

[r. 13A]

**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

- 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

Fourth Schedule

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
- (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.

[Fourth Schedule inserted in Gazette 13 August 2002 p.4167-9.]

Fifth Schedule

Fifth Schedule

[r. 13B]

**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.

Fifth Schedule

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.

[Fifth Schedule inserted in Gazette 13 August 2002 p.4169-71.]

Notes

- ¹ This is a compilation of the *Motor Vehicle Dealers (Sales) Regulations 1974* and includes the amendments in the reprint of 10 April 1984 and amendments effected by the other regulations referred to in the following Table.

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)