

Form 1 - Second-hand Vehicle Dealers Act 1995

Section 16 Notice

Sale of second-hand vehicle

Dealer reference or stock number:

Part A

The price

This vehicle is offered for sale in its present condition for \$

This price includes all dealer charges.

The vehicle

Manufacturer and model: Year of manufacture: Year of first registration: VIN number: Registration number: Engine number (if not registered): Odometer reading when the vehicle was acquired from the last owner who was not a dealer (specify miles or kilometres): To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? ☐ Yes ☐ No If not, why not?

The last owner

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

Note: Although the dealer is required to provide the last owner's name and address on request, a dealer who fails to do this may have a defence if they can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. For example, if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last owner's details despite having made reasonable inquiries.

The dealer

Name in which dealer is licensed: Business address: If the vehicle is being offered for sale on behalf of another dealer (insert n/a if not applicable). Name in which the other dealer is licensed:

Business address:

Note: If the vehicle is being offered for sale on behalf of another dealer, the other dealer is liable to carry out any repairs under the duty to repair.

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

Part B

Duty to repair - Part 4 of the *Second-hand Vehicle Dealers Act 1995*

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

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

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

This vehicle cannot be registered until it is converted to right-hand configuration to the standard required by the Registrar of Motor Vehicles, and the dealer does not accept a duty to perform that work as part of a duty to repair (strike out if not applicable).

The dealer does not accept a duty to repair any defect in the following accessories, being accessories not originally fitted by the vehicle's manufacturer, or not produced or approved by the manufacturer for fitting to vehicles of that kind (list accessories):

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle to the following agreed place of repair (insert name and address):

If no place of repair has been agreed on, the purchaser must deliver the vehicle to any of the following registered premises of the dealer (insert names and addresses)

Part C (Strike out Part C if not applicable)

There is no duty to repair this vehicle because (*strike out whichever of the following does not apply*):

- its year of first registration was more than 15 years ago
- it has been driven more than 200,000 kilometres.

For further information contact Consumer and Business Services on [131 882](tel:131882) or visit cbs.sa.gov.au