

Form 7 - Second-hand Vehicle Dealers Act 1995**Auction Notice - vehicle owned by auctioneer or to be auctioned on behalf of a dealer**

Dealer reference or stock number:

Part A**The dealer**

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 owner's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? ☐ Yes ☐ No

If not, why not?

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

The last owner

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

Note - Although the auctioneer is required to provide the last owner's name and address on request, an auctioneer 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 auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

The seller

Auctioneer's name:

Business address:

If the vehicle is to be auctioned on behalf of a dealer (Insert n/a if not applicable),

Name in which selling dealer is licensed:

Business address:

Note - If the vehicle is being auctioned on behalf of a dealer, the dealer is liable to carry out any repairs under the duty to repair. If not, then this will be the auctioneer's responsibility.

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 auctioneer at the time of sale - as well as a copy of this notice.

Sale price

Up to and including \$3,000

Duty to repair

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

\$3,001 - \$6,000

2 months or 3,000 kilometres, whichever occurs first

Over \$6,000

3 months or 5,000 kilometres, whichever occurs first

The seller 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 seller does not accept a duty to perform that work as part of a duty to repair. (Strike out if not applicable)

The seller 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 notified premises of the dealer (*Insert names and addresses*):

Part C

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

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

(Strike out Part C if not applicable)

In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.

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