

Form 9 - Second-hand Vehicle Dealers Act 1995

Notice to purchaser

This is the notice to be given to a purchaser who has bought a vehicle at auction where the vehicle was owned by the auctioneer or auctioned on behalf of a dealer.

Part 1

The vehicle referred to in the Auction Notice on the other side of this form has been sold to:

Name of purchaser:

Address:

Purchase price:

Date of sale:

Odometer reading at the time of the sale (specify miles or kilometres):

Certificate by auctioneer

I certify that the vehicle sold to the above purchaser is correctly described in the Auction Notice overleaf and that all statements and particulars entered on both sides of this form are correct.

Signed by the auctioneer or an employee or agent authorised to sign on behalf of the auctioneer:

Name of the person signing this certificate (print in block letters):

Part 2

This notice contains important information. Please read it carefully and keep it for future reference.

The *Second-hand Vehicle Dealers Act 1995* provides for a duty to repair second-hand vehicles sold for more than \$3,000. (There are some exceptions, but the duty applies to a passenger vehicle if its year of first registration is less than 15 years ago or it has, at the time of sale, been driven less than 200,000 km.)

Check the Auction Notice on the other side of this form. This is a copy of the Notice that was on the vehicle before auction. If there is a dealer's name filled in under the heading "The seller", then that dealer is under a duty to repair any defect. Otherwise, this is the auctioneer's responsibility.

The period during which there is a duty to repair depends on the price you paid for the vehicle. There is a summary of these periods on the other side of this form. If a "defect" appears in the vehicle in the period during which there is a duty to repair, the dealer must arrange for it to be repaired. However, if you fail, without reasonable excuse, to give the dealer proper notice of the defect within that period, or to deliver (or make reasonable efforts to deliver) the vehicle for repair

within 5 business days of the end of the period, the dealer may no longer be under a duty to repair the defect.

If you want the dealer to repair your vehicle, you must deliver it to the agreed place of repair listed at the end of Part B on the other side of this form, or if no place has been so agreed on, to any notified premises of the dealer. In some cases, you might not have to return the vehicle to that address, and you might be able to have it repaired by someone else. However, you should seek advice about this before you do anything.

Not every fault is a defect covered by the duty to repair. For example, certain defects present in the vehicle of which you were given notice prior to the sale are not covered. Some accessories are not covered if the dealer has listed them on the other side of this form.

If a vehicle is sold for \$3,000 or less, the duty to repair does not apply, but the vehicle must be in roadworthy condition. There may also be other duties or remedies available under other legislation, including the Australian Consumer Law.

Some disputes between dealers and purchasers may be resolved by a conference convened by the Commissioner for Consumer Affairs or, if a conciliation conference fails to resolve the matter, by an order of the Civil (Consumer and Business) Division of the Magistrates Court. Before making any application to the Commissioner, you should seek advice from Consumer and Business Services.

Consumer and Business Services (CBS) can assist with enquiries about your purchase. Contact details can be found on the CBS website.

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

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	Duty to repair
Up to and including \$3,000	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