



New South Wales

Motor Dealers and Repairers Regulation 2014

under the

Motor Dealers and Repairers Act 2013

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Motor Dealers and Repairers Act 2013*.

MATTHEW MASON-COX, MLC
Minister for Fair Trading

Explanatory note

The object of this Regulation is to make provision for the following matters under the *Motor Dealers and Repairers Act 2013* (*the Act*):

- (a) the classes of work that are repair work for the purposes of the Act,
- (b) the licensing of motor dealers, motor vehicle repairers and motor vehicle recyclers,
- (c) the fees payable for the purposes of the Act,
- (d) the offences under the Act and this Regulation for which penalty notices may be issued,
- (e) the qualifications and experience that a person is required to have to be granted a licence under the Act,
- (f) the display of signs,
- (g) the records required to be kept by motor dealers, motor vehicle repairers and motor vehicle recyclers,
- (h) the notices that are required to be displayed by motor dealers,
- (i) particulars to be contained in the Register of Undertakings,
- (j) savings and formal matters.

This Regulation is made under the *Motor Dealers and Repairers Act 2013*, including the definition of *accessories* in section 4 (1), sections 6, 21, 24, 25, 26, 32, 34, 36, 56, 57, 62, 63, 65, 81, 82, 92, 95, 99, 100, 107, 158, 166, 168, 177 and 186 (the general regulation-making power) and clauses 1, 4 and 13 of Schedule 2.

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Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Motor Dealers and Repairers Regulation 2014*.

2 Commencement

This Regulation commences on 1 December 2014 and is required to be published on the NSW legislation website.

3 Definitions

(1) In this Regulation:

advertisement means writing, or any still or moving picture, sign, symbol, or other visual image or audio message or any combination of one or more of these things, including a website, that gives publicity for, or otherwise promotes or is intended to promote, a business.

consignor has the same meaning as in Division 6 of Part 4 to the Act.

place of business means the address at which the holder of a licence carries on the business for which the licence is granted and, in relation to a motor vehicle repairer, may include a motor vehicle specified in the repairer's licence as the holder's place of business.

the Act means the *Motor Dealers and Repairers Act 2013*.

towable recreation vehicle means a trailer equipped with living space or sleeping facilities, or both, and includes a caravan, fifth wheeler, pop-top caravan, camper trailer or tent trailer.

(2) Notes included in this Regulation do not form part of this Regulation.

(3) In this Regulation, a reference to a named or numbered form is a reference to a form of that name or number set out in Schedule 2.

4 Exemption of certain motor vehicles

The Act does not apply to the following motor vehicles:

- (a) a vehicle that is not acquired for use principally for the transport of passengers or goods on public roads (other than a trailer or towable recreation vehicle),
- (b) a heavy vehicle within the meaning of the *Heavy Vehicle National Law (NSW)*,
- (c) a vehicle that is incapable of being registered by Roads and Maritime Services under the *Road Transport Act 2013* (other than a motorcycle of a type referred to in section 69 (8) of the Act or a defective registrable vehicle within the meaning of the *Road Transport Act 2013*).

5 Exemption of certain persons

- (1) Division 1 of Part 2 of the Act does not apply to a person who carries on, or advertises that the person carries on or is willing to carry on, the business of dealing in motor vehicles only for the purpose of reclaiming scrap metal or scrap rubber.
- (2) Section 13 of the Act does not apply to a person who carries on, or advertises that the person carries on or is willing to carry on, the business of a motor vehicle recycler, if the person:
 - (a) is a motor vehicle repairer, and
 - (b) keeps the register and records that the holder of a motor vehicle recycler is required to keep under the Act in relation to the carrying on of the business of a motor vehicle recycler.
- (3) Sections 16 and 26 of the Act do not apply to the trailer and caravan class of repair work, if the person carrying out the repair work or applying for a licence, carries out the work, or proposes to carry out the work, at a place for which a motor vehicle repairer licence is granted.

6 Definition of “financier”

For the purposes of paragraph (c) of the definition of *financier* in section 4 (1) of the Act, a person who carries on the business of dealing in motor vehicles only as a secured creditor holding security interests in motor vehicles and enforcing those security interests is prescribed.

Part 2 Licensing

7 Licence holder to display signs

The holder of a dealer's licence, motor vehicle repairer's licence, or motor vehicle recycler's licence must include the licence holder's name and the words "licence number", "Lic. No." or a similar abbreviation followed by the licence holder's unique licence identifier:

- (a) on a sign at each place of business (other than a vehicle) for which the licence is granted that is readily visible to any persons approaching the place of business, and
- (b) if the licence holder carries on business from a vehicle—on the outside of the vehicle, and
- (c) in any advertisement of any kind relating to the carrying on of the business of dealing in motor vehicles or carrying out repair work on motor vehicles or carrying on the work of a motor vehicle recycler at the place of business of a specified licence holder.

Maximum penalty: 20 penalty units.

8 Licensing fees

- (1) The fees payable for the purposes of the Act are listed in Column 1 of Schedule 1.
- (2) The amount of each fee is to be calculated by adding together the various components set out in Columns 2, 3 and 4 of Schedule 1 in relation to that fee.
- (3) An amount specified in relation to an application fee in Column 2 of Schedule 1 under the heading "**Processing component**" is taken to be a fee to cover the costs incurred by the Secretary in processing the application.
Note. This amount is consequently a **processing fee** for the purposes of Part 2 of the *Licensing and Registration (Uniform Procedures) Act 2002*.
- (4) If payment of an amount specified in relation to a fee for renewal of a licence in Column 2 of Schedule 1 under the heading "**Processing component**" is made by means of electronic communication (within the meaning of Part 2 of the *Licensing and Registration (Uniform Procedures) Act 2002*), the fee otherwise payable:
 - (a) is to be reduced by \$5, or
 - (b) is to be reduced by 10%, and rounded to the nearest whole dollar, whichever results in the greater reduction.
- (5) For the purposes of section 166 of the Act, the amount of the total licence fees payable that are to be paid to the Compensation Fund instead of the Consolidated Fund is the component of the fee specified in relation to the fee in Column 4 of Schedule 1.

9 Refund of application fees for certain 3-year licences

- (1) This clause applies to an application fee paid by or on behalf of a person who:
 - (a) has surrendered a licence granted under the Act, or
 - (b) has died,but only if the term of the licence was 3 years.
- (2) A person may apply to the Secretary for a refund of an application fee to which this clause applies if the person:
 - (a) paid the application fee, or

- (b) is the legal representative of a deceased person who paid the application fee, or
 - (c) is applying for or on behalf of the person who paid the application fee.
- (3) A person who makes an application under subclause (2) is:
- (a) if the surrender or death occurred not more than one year after the date of the grant, renewal or restoration of the licence—to be refunded two-thirds of the application fee (excluding the processing component) so paid, or
 - (b) if the surrender or death occurred more than one year but not more than 2 years after the date of the grant, renewal or restoration of the licence—to be refunded one-third of the application fee (excluding the processing component) so paid.
- (4) In this clause:
- application fee** means any of the following:
- (a) an application fee for the grant of a new licence,
 - (b) an application fee for the renewal of a licence,
 - (c) an application fee for the restoration of a licence.
- processing component** of an application fee is the amount set out in Column 2 of Schedule 1 in relation to the fee.

10 Effect of surrendered licence

A licence that is surrendered ceases to have effect.

11 Licence fee for dealing in motor vehicles on wholesale basis only

- (1) The Compensation Fund contribution component, set out in Column 4 of Schedule 1, payable for a fee in relation to a motor dealer's licence is not payable if the person carries on the business of dealing in motor vehicles on a wholesale basis only.
- (2) The licence of a person who does not pay the Compensation Fund contribution component payable for a fee for a licence is subject to the condition that the person must not carry on the business of dealing in motor vehicles other than on a wholesale basis.
- (3) If a licence is subject to a condition under this clause, the licence holder may pay the Compensation Fund contribution component in respect of a specified place of business and, on doing so, the condition ceases to apply in respect of the specified place of business.
- (4) For the purposes of subclause (3), the amount of the Compensation Fund contribution component that is required to be paid in respect of a place of business is:
 - (a) in relation to a 1 year licence—the whole of the Compensation Fund contribution component set out in Column 4 of Schedule 1 in relation to the licence, or
 - (b) in relation to a 3 year licence:
 - (i) if the payment is made not more than 1 year after the date of the grant, renewal or restoration of the licence, the whole of the Compensation Fund contribution component set out in Column 4 of Schedule 1 in relation to the licence, or
 - (ii) if the payment is made more than 1 year but not more than 2 years after the grant of the licence, two-thirds of the Compensation Fund contribution component set out in Column 4 of Schedule 1 in relation to the licence, or

- (iii) if the payment is made more than 2 years after the grant, renewal or restoration of the licence, one-third of the Compensation Fund contribution component set out in Column 4 of Schedule 1 in relation to the licence.
- (5) In this clause, *dealing in motor vehicles on a wholesale basis* means buying motor vehicles and selling to or exchanging those motor vehicles with other motor dealers for the purposes of resale.

12 Modification of Licensing and Registration (Uniform Procedures) Act 2002

Part 2 of the *Licensing and Registration (Uniform Procedures) Act 2002*, as it applies to and in respect of a licence under the Act, is modified as follows:

- (a) that Part does not authorise an application for a licence under the Act to be made by a partnership,
- (b) section 20 (3) (b) (v) of that Act does not require a licence to include the date on which the licence comes into force.

13 Conditions of licence

A licence (other than a tradesperson's certificate) is subject to the condition that the holder of the licence must not:

- (a) transfer, attempt to transfer or lend the licence to another person, or
- (b) allow the use of the licence by another person.

Note. Section 18 (1) of the Act provides that the holder of a tradesperson's certificate must not transfer, attempt to transfer or lend the certificate to another person, or allow the use of the certificate by another person.

14 Required qualifications for licence holders

- (1) For the purposes of section 25 (2) (e) and (3) (b) of the Act, in order to be qualified to be granted a licence under the Act:
 - (a) the applicant must not be disqualified from holding a licence,
 - (b) the applicant must have sufficient financial resources to enable the person to carry on business pursuant to the authority that would be conferred by the licence if it were granted.
- (2) For the purposes of section 26 (2) of the Act, in order to be qualified to be granted a licence under the Act, the applicant must have sufficient financial resources to enable the person to carry on business pursuant to the authority that would be conferred by the licence if it were granted.

15 Register of undertakings

For the purposes of section 107 (2) of the Act, the following particulars are prescribed in relation to deeds under which a licence holder gives an undertaking under Division 1 of Part 5 of the Act:

- (a) the licence holder's name and licence number,
- (b) the address of any place or places of business at which the licence holder may carry on business pursuant to the licence,
- (c) the date on which the undertaking was given by the licence holder,
- (d) brief particulars of the circumstances or unjust conduct that led to the giving of the deed,
- (e) a summary of the undertakings given in the deed.

Part 3 Motor dealers', motor vehicle recyclers' and motor vehicle repairers' registers

16 Form of register

- (1) For the purposes of section 100 (3) of the Act, a register required to be kept by a motor dealer, motor vehicle recycler or motor vehicle repairer may be kept:
 - (a) in writing, or
 - (b) by means of data processing equipment.
- (2) A register required to be kept by a motor dealer, motor vehicle recycler or motor vehicle repairer must be kept at a place of business for which the licence held by the dealer, recycler or repairer is granted.
- (3) If the motor dealer, motor vehicle recycler or motor vehicle repairer operates from more than one place of business, the records in respect of each place of business must be accessible from the place of business to which they relate.
- (4) Subclause (2) does not apply to a motor vehicle repairer if the repairer carries on the business of a motor vehicle repairer solely from a motor vehicle.
- (5) The prescribed particulars to be kept in a register are the particulars specified in the form for the register prescribed by this Regulation.

17 Registers kept in writing

- (1) A register that is kept in writing must be kept in a book, or series of books, that comply with the following requirements:
 - (a) each book must consist of pages permanently bound together,
 - (b) each book must bear on its front cover a number corresponding to its number in the series (such as Book 1, Book 2 and so on),
 - (c) each book must be used for the purposes of one kind of register and for no other purpose.
- (2) Each page in a register must be in the form prescribed and must consist of white paper of a size not less than standard A4.
- (3) The form prescribed for a register is:
 - (a) in the case of a register that is required to be kept by a motor dealer—Motor Dealer's Register Form (Form 1), and
 - (b) in the case of a register that is required to be kept by a motor vehicle repairer:
 - (i) the Motor Vehicle Repairer's Register Form (Form 2), or
 - (ii) in the case of repair work in relation to a towable recreational vehicle—the Motor Vehicle Repairer's Register (Towable Recreation Vehicle) Register Form (Form 4), and
 - (c) in the case of a register that is required to be kept by a motor vehicle recycler—the Motor Vehicle Recycler's Register Form (Form 3).
- (4) A register is not in the prescribed form unless it is clearly legible, contains no erasures and is not torn, defaced or otherwise mutilated.
- (5) This clause does not prohibit matter in the register from being altered by deleting particulars in a manner that leaves the deleted particulars decipherable (for example, by means of a line drawn through them).
- (6) In any register, each entry must be consecutively numbered, written legibly and able to be copied.

18 Registers kept by means of data processing equipment

A register that is kept by means of data processing equipment must be kept by means of software that ensures that:

- (a) the information in the register:
 - (i) is capable of being displayed and printed, on demand, at each place of business to which the licence relates, and
 - (ii) when it is so displayed or printed, each page in the register is in the form prescribed for the register, and
 - (iii) includes the date on which each record in the register was made, and
- (b) if 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 of each occasion on which the information was amended or deleted.

19 Completion of registers

- (1) For the purposes of section 100 (4) of the Act, a licence holder who keeps a register in writing must ensure:
 - (a) that all information that is required to be entered in the register in relation to any transaction or event is entered within one business day after the transaction or event occurs, and
 - (b) that no information is entered in the register otherwise than by a person authorised by the licence holder.
- (2) For the purposes of section 100 (4) of the Act, a licence holder who keeps a register by means of data processing equipment must ensure:
 - (a) that all information that is required to be entered in the register in relation to any transaction or event is entered within one business day after the transaction or event occurs, and
 - (b) that no information is entered in the register otherwise than by a person authorised by the licence holder, and
 - (c) that the information in the register is backed up at intervals of no greater than one week.

20 Particulars in register

- (1) The particulars to be included in a register under the heading “**how acquired**” are the particulars of the way in which the motor vehicle, part or accessory concerned was acquired, that is, whether it was acquired by consignment, exchange, purchase, trade-in or another specified kind of acquisition.
- (2) The particulars included in a record in a register relating to a part must include the following:
 - (a) if the part was acquired by purchase—the unique identification number of the invoice, receipt or other document issued to the licence holder in connection with the licence holder’s acquisition of the part,
 - (b) if the part was acquired otherwise than by purchase—the date on which the part was removed from a vehicle or otherwise acquired by the licence holder and the identity of:
 - (i) the vehicle from which the part was removed, or
 - (ii) the person from whom the part was acquired,

- (c) the date on which the part was fitted, sold or otherwise disposed of by the licence holder and the identity of:
 - (i) the vehicle to which the part was fitted, or
 - (ii) the person to whom the part was sold or otherwise disposed of.
- (3) An invoice, receipt or other document issued to the licence holder in connection with the licence holder's acquisition of a part that is identified in the register is to be kept with the register.
- (4) If particulars for a motor vehicle are not available until the vehicle is sold, those particulars must be inserted at the time of sale.
- (5) The following abbreviations may be used in a register, namely, "AB" for airbag, "BL" for boot lid, "BON" for bonnet, "BUF" for front bumper bar, "BUR" for rear bumper bar, "CH" for chassis, "DLF" for left front door, "DLR" for left rear door, "DRF" for right front door, "DRR" for right rear door, "E" for engine, "GL" for left front mudguard, "GR" for right front mudguard, "HD" for hatchback door, "IC" for instrument cluster, "MBS" for major body section, "MW" for alloy mags, "N/A" for not available and "T/G" for transmission or gearbox.

21 Retention of registers

A licence holder who keeps a register must retain the register (together with all copies of records that have been printed out and verified in relation to the register) for at least 6 years after the date on which the last entry was made in it.

Maximum penalty: 20 penalty units.

Part 4 Motor dealer's notices

22 Form of notices generally

All dealer's notices required to be given by a motor dealer, or attached to a motor vehicle before offering or displaying a motor vehicle for sale, are to be in writing in the following form:

- (a) a notice from a book of notices that complies with this Part,
- (b) a notice printed by means of data processing equipment that complies with this Part.

23 Dealer's notices produced from a book

A dealer's notice that is produced from a book of notices must be taken from a book, or series of books, that comply with the following requirements:

- (a) each book must include an original and 2 copies of each notice contained in it, where the originals of each notice are permanently bound together,
- (b) each book must bear on its front cover a number corresponding to its number in the series (such as Book 1, Book 2 and so on),
- (c) each book must be used for the purposes of one kind of notice and no other.

24 Dealer's notices produced by means of data processing equipment

A dealer's notice produced by means of data processing equipment must be produced by means of software that ensures that the notice:

- (a) is in a format that is capable of being displayed and printed, on demand, at each place of business at which the motor dealer is licensed to carry on the business of a motor dealer, and
- (b) when so displayed or printed, each page is in the prescribed form, and
- (c) is not capable of being amended or deleted, so that any change in the information in the notice has to be effected by creating a new notice, and
- (d) includes the date on which each notice was produced.

25 Form of dealer's notices

- (1) A dealer's notice must:
 - (a) be in the form prescribed for the notice, and
 - (b) be on white paper of a size not less than standard A4, and
 - (c) be numbered sequentially in the order in which it was produced.
- (2) The prescribed form for a dealer's notice is as follows:
 - (a) for the purposes of section 63 of the Act:
 - (i) if the motor vehicle is a towable recreational vehicle—Motor Dealer's Notice for Towable Recreational Vehicles Form (Form 9), or
 - (ii) in any other case—Motor Dealer's Notice Form (Form 5),
 - (b) for the purposes of section 64 of the Act:
 - (i) if the motor vehicle is a motor cycle—Motor Dealer's Notice for Motor Cycles Form (Form 7), or
 - (ii) in any other case—Motor Dealer's Notice Form (Form 5),

- (c) for the purposes of section 65 of the Act:
 - (i) if the motor vehicle is a towable recreational vehicle—Motor Dealer's Notice for Towable Recreational Vehicles—Damaged Vehicle Form (Form 10), or
 - (ii) if the motor vehicle is a motor cycle—Motor Dealer's Notice for Motor Cycles—Damaged Vehicle Form (Form 8), or
 - (iii) in any other case—Motor Dealer's Notice—Damaged Vehicle Form (Form 6).
- (3) A dealer's notice is not in the prescribed form if:
 - (a) it contains alterations or erasures and is torn, defaced or otherwise mutilated, or
 - (b) it is not clearly legible or does not contain all of the information required by the form.

26 Motor vehicles not for sale

For the purposes of section 63 (4) (a) of the Act, a notice that a motor vehicle is not for sale is in the prescribed form if:

- (a) it is on white paper of a size not less than standard A4, and
- (b) it contains the words "not for sale" in text of a size that is clearly legible to any person standing immediately outside the part of the vehicle to which it is attached.

27 Completion of dealers' notices

A motor dealer who produces a dealer's notice must ensure that:

- (a) all information that is required to be entered in a notice in relation to any transaction or event is entered no later than when the transaction or event occurs, and
- (b) no information is entered in a notice otherwise than by a person authorised by the motor dealer, and
- (c) if the motor dealer produces the notice by means of data processing equipment—the information as to all notices so produced is backed up at intervals of no longer than one week.

28 Retention of dealers' notices

A motor dealer who produces a dealer's notice must:

- (a) retain copies of the notice for the period of 3 years following the sale of the motor vehicle to which the notice relates, and
- (b) in the case of a notice produced by means of data processing equipment or by means of forms downloaded from the website of NSW Fair Trading—retain the copies of all notices so produced (whether or not containing errors or otherwise being incorrect) together with all other notices of the same type, in sequence of the relevant prescribed register's entry number, in a loose-leaf folder, and
- (c) if required to do so by an authorised officer—produce copies of the notices for inspection by the officer.

Maximum penalty: 20 penalty units.

29 Manner for attaching dealers' notices

For the purposes of a requirement of the Act that a dealer's notice be attached to a motor vehicle, the notice is attached to the vehicle if:

- (a) it is firmly attached to:
 - (i) the inside surface of the windscreen, or
 - (ii) if it is not practicable to do so, to some other part of the vehicle, and
- (b) it is clearly visible to any person standing immediately outside the part of the vehicle to which it is attached.

Part 5 Sales on consignment

30 Recording of consignment

- (1) A motor dealer who agrees to sell a motor vehicle on consignment:
 - (a) must have a written agreement for the consignment, and
 - (b) must include the particulars required by this clause in the agreement for the vehicle, and
 - (c) must keep one copy of the agreement and give a copy to the consignor.Maximum penalty: 20 penalty units.
- (2) The particulars required by this clause for a motor vehicle are as follows:
 - (a) the consignor's name and address and licence number,
 - (b) the consignee's name and address and licence number,
 - (c) a description of the vehicle, including its registration number or, if the motor vehicle is not registered, its vehicle identification number, if any,
 - (d) particulars of any encumbrance to which the vehicle is subject or, if there is no such encumbrance, a statement to that effect,
 - (e) the price agreed to be paid to the consignor,
 - (f) directions for disbursement of the price agreed to be paid to the consignor, specifying:
 - (i) any amount required to be paid to discharge any encumbrance to which the vehicle is subject, and
 - (ii) if any balance is not to be paid to the consignor at the address specified under paragraph (a), directions for payment of that balance,
 - (g) the date of commencement of the consignment and:
 - (i) the date of termination of the consignment, or
 - (ii) the period of the consignment.
- (3) This clause does not apply if the consignor of a motor vehicle is the owner of the vehicle and is a trade owner.

31 Audit of trust accounts

- (1) A dealer who sells motor vehicles on consignment:
 - (a) must keep the accounting records required by this clause, and
 - (b) must retain each such record for at least 6 years after the last entry was made in it.Maximum penalty: 20 penalty units.
- (2) The accounting records required by this clause are the books and records that will enable the dealer's trust accounts to be properly audited, including:
 - (a) a trust receipt book containing forms of receipt, machine numbered consecutively in duplicate, and
 - (b) a trust bank, building society or credit union deposit book containing forms in duplicate, and
 - (c) a trust account cash book or its electronic equivalent.

32 Disbursements from trust account

For the purposes of section 92 (1) (e) of the Act, a motor dealer may apply money held in a trust account to the payment of an amount payable to a credit provider in accordance with the written directions of the consignor.

33 Consignment of motor vehicle from one dealer to another

A dealer must not accept delivery from another dealer of a motor vehicle for sale on consignment without making any reasonable inquiries that may be necessary to establish whether or not the consigning dealer is the owner of the vehicle.

Maximum penalty: 20 penalty units.

Part 6 Tradesperson's certificates

34 Classes of repair work

For the purposes of section 6 (2) of the Act, the following classes of repair work are prescribed:

- (a) **automotive electrician**—being the work carried out by persons who install or repair electrical equipment, systems or circuits in motor vehicles,
- (b) **body maker**—being the work carried out by persons who make motor vehicle bodies otherwise than in the course of manufacturing new motor vehicles or repairing motor vehicle bodies,
- (c) **compressed natural gas mechanic**—being the work carried out by persons who install or repair compressed natural gas equipment in motor vehicles,
- (d) **liquefied natural gas mechanic**—being the work carried on by persons who install or repair liquefied natural gas equipment in motor vehicles,
- (e) **liquefied petroleum gas mechanic**—being the work carried out by persons who install or repair liquefied petroleum gas equipment in motor vehicles,
- (f) **motorcycle mechanic**—being the work carried out by persons who repair the engines or transmissions or the fuel, induction, exhaust, electrical, steering, suspension, cooling or braking systems, or remove or replace wheels or tyres, of motor cycles only,
- (g) **motor mechanic**—being the work carried out by persons who repair the engines or transmissions or the fuel, induction, exhaust, electrical, steering, suspension, cooling or braking systems of motor vehicles,
- (h) **panelbeater**—being the work carried out by persons who repair the structural components, frames or panels of motor vehicles,
- (i) **trailer and caravan mechanic**—being the work carried out by persons who repair the underbody of a trailer or towable recreational vehicle,
- (j) **transmission specialist**—being the work carried out by persons who repair the gears, clutches, drive shafts and differentials of motor vehicles,
- (k) **underbody work**—being the work carried out by persons who repair underbody systems of motor vehicles, including brake equipment or systems, exhaust systems or steering or suspension systems, but does not include mechanical systems or electrical equipment, systems or circuits,
- (l) **vehicle painter**—being the work carried out by persons who paint motor vehicles.

35 Certain work not repair work

Despite clause 34, the following is not repair work:

- (a) work carried out on a trailer or towable recreational vehicle, other than the underbody,
- (b) work carried out on a recreational motor vehicle with a living space, living facilities, or both, other than work in the following classes of repair work:
 - (i) underbody work,
 - (ii) motor mechanic,
- (c) replacement or installation of an accessory that does not alter the performance, handling or safety of the vehicle, if the accessory was replaced or installed for one or more of the following purposes:
 - (i) cosmetic customisation of the vehicle,
 - (ii) providing enhanced entertainment options,

- (iii) informing the driver of vehicle functions or performance,
- (iv) assisting the driver in navigation or communication,
- (v) equipping the vehicle for occupational tasks,
- (d) emergency breakdown repairs provided by a membership organisation to a member of the organisation, but only if the work is carried out by an employee of the membership organisation,
- (e) work carried out by an authorised examiner, within the meaning of the *Road Transport (Vehicle Registration) Regulation 2007*, in the course of exercising the functions of an authorised examiner under that Regulation.

36 Required qualifications for tradesperson's certificate

- (1) For the purposes of section 26 (2) of the Act, the required qualifications for a class of repair work are the following VET qualifications:
 - (a) for an automotive electrician—Certificate III in Automotive Electrical Technology, being part of the Automotive Industry Retail, Service and Repair Training Package,
 - (b) for a body maker—Certificate III in Automotive Manufacturing Technical Operations—Bus, Truck and Trailer, being part of the Automotive Manufacturing Training Package,
 - (c) for a compressed natural gas mechanic—Certificate III in Automotive Alternative Fuel Technology, including the CNG specialist elective units from the Automotive Industry Retail, Service and Repair Training Package,
 - (d) for a liquefied natural gas mechanic—Certificate III in Automotive Alternative Fuel Technology, including the LNG specialist elective units from the Automotive Industry Retail, Service and Repair Training Package,
 - (e) for a liquefied petroleum gas mechanic—Certificate III in Automotive Alternative Fuel Technology, including LPG specialist elective units from the Automotive Industry Retail, Service and Repair Training Package,
 - (f) for a motorcycle mechanic—Certificate III in Motorcycle Mechanical Technology, being part of the Automotive Industry Retail, Service and Repair Training Package,
 - (g) for a motor mechanic—Certificate III in Light Vehicle Mechanical Technology, being part of the Automotive Industry Retail, Service and Repair Training Package,
 - (h) for a panelbeater—Certificate III in Automotive Body Repair Technology, being part of the Automotive Industry Retail, Service and Repair Training Package,
 - (i) for a transmission specialist—Certificate III in Automotive Drivetrain Technology, being part of the Automotive Industry Retail, Service and Repair Training Package,
 - (j) for underbody work—either:
 - (i) Certificate III in Automotive Underbody Technology, being part of the Automotive Industry Retail, Service and Repair Training Package, or
 - (ii) Certificate III in Light Vehicle Mechanical Technology, being part of the Automotive Industry Retail, Service and Repair Training Package,
 - (k) for a vehicle painter—Certificate III in Automotive Refinishing Technology, being part of the Automotive Industry Retail, Service and Repair Training Package.

- (2) Despite subclause (1), a person has the required qualifications or experience for a tradesperson's certificate in respect of a class of repair work if the person has, at any time after the commencement of this clause, held a tradesperson's certificate in respect of that class of repair work.
- (3) In this clause, a **VET qualification** has the same meaning as in the *National Vocational Education and Training Regulator Act 2011* of the Commonwealth.

Part 7 Conduct of business

37 Certain persons not to be employed as manager

- (1) A licence holder must not employ or continue to employ any person as a manager of a place of business to which the licence relates if the licence holder is notified by the Secretary, or if the licence holder is aware or ought reasonably to be aware, that:
- (a) within the last 10 years:
 - (i) a licence held by the person has been cancelled, or
 - (ii) the person has been convicted of, or has served any part of a term of imprisonment for, an offence in New South Wales or elsewhere involving fraud or dishonesty, or
 - (iii) the person, or a corporation of which the person was a director or officer, has been refused a licence on a ground or grounds related to the honesty of the person or on the ground of his or her status as a fit and proper person to be a licence holder, or
 - (b) the person is subject to a good behaviour bond in relation to an offence in New South Wales or elsewhere involving fraud or dishonesty, or
 - (c) proceedings have been commenced against the person in New South Wales or elsewhere in relation to an offence involving fraud or dishonesty, or
 - (d) the person is the holder of a suspended licence, or
 - (e) the person is disqualified from holding a licence or being concerned in the direction, management or conduct of a business for the carrying on of which a licence is required.

Maximum penalty: 20 penalty units.

- (2) It is not an offence for a licence holder to commence or continue to employ a person referred to in subclause (1) (a), (b), (c) or (d) if:
- (a) the Secretary approves the commencement or continuation, and
 - (b) any conditions of the approval are complied with.
- (3) It is not an offence for a licence holder to continue to employ a person referred to in subclause (1) (a), (b), (c) or (d) if an application for approval to continue to employ the person has been made to the Secretary but not determined.
- (4) The Secretary may, by notice in writing served on the applicant for an approval, direct that subclause (3) does not apply to the person to whom the application relates.

38 Applications for approval to employ disqualified persons

- (1) An application by a licence holder for approval to continue to employ a disqualified person must be made not later than the first day (other than a Saturday, Sunday or public holiday) that succeeds the day on which the licence holder:
- (a) is notified by the Secretary, or
 - (b) ought reasonably to have become aware,
- that the person is a disqualified person.
- (2) On receiving the application, the Secretary may, after due inquiry:
- (a) grant the application, either conditionally or unconditionally, or
 - (b) refuse the application.
- (3) If the Secretary refuses to grant the application, the Secretary must cause notice of the refusal to be served on the applicant and on the disqualified person in respect of whom the application was made.

- (4) In this clause, *disqualified person* means a person whom a licence holder must not employ or continue to employ under clause 37.

39 Advertising of charges

- (1) The holder of a motor dealer's licence must not publish an advertisement that specifies an amount as the purchase price of a motor vehicle (other than a second-hand motor vehicle) in circumstances in which any dealer's charges or statutory charges are payable in addition to the purchase price unless the advertisement also specifies:
- (a) that an additional amount (that must be specified in the advertisement) will be payable by way of dealer's charges, and
 - (b) that a further additional amount (that need not be specified in the advertisement) will be payable by way of statutory charges (to be described by means of the expression "statutory charges" or "government charges" and not by means of the expression "on road costs" or any other similar expression).
- Maximum penalty: 20 penalty units.

- (2) Subclause (1) (a) does not apply to the holder of a motor dealer's licence who does not sell motor vehicles by retail or to the type of advertisement known as a "group advertisement" which refers specifically or generally to more than one dealer.

- (3) In this clause:

dealer's charges, in relation to a motor vehicle advertised for sale by a dealer, means any amounts, other than:

- (a) the amount of the purchase price of the vehicle, or
- (b) any statutory charges relating to the vehicle,

that are payable to the dealer by a purchaser of the vehicle before, or on, its delivery by the dealer.

statutory charges, in relation to a motor vehicle, means:

- (a) any tax or fee payable on registration, or renewal of registration, of the vehicle, or
- (b) any duty charged on the certificate of registration of the vehicle, or
- (c) any premium and duty payable in respect of a policy of insurance issued, or deemed to have been issued, under the *Motor Accidents Compensation Act 1999* in relation to the vehicle.

40 Advertising sale of motor vehicle that is damaged or defective

- (1) A motor dealer who advertises for sale a motor vehicle that is a damaged motor vehicle referred to in section 65 of the Act must include in the advertisement:
- (a) a statement to the effect that the vehicle has been damaged, and
 - (b) a further statement specifying whether or not the damage has been repaired.

Maximum penalty: 20 penalty units.

- (2) A motor dealer who advertises for sale a motor vehicle the subject of a defect notice referred to in section 74 of the Act must include in the advertisement the words and figures "DEFECTIVE VEHICLE—REPAIR COST \$ " and specify the repair cost, being the total estimated cost specified in the defect notice in relation to the repairing or making good of the defects so specified.

Maximum penalty: 20 penalty units.

- (3) A motor dealer must not publish an advertisement offering for sale a motor vehicle the subject of a dealer guarantee if the vehicle has defects:
- (a) of a kind that the dealer is required to repair or make good under the guarantee, and
 - (b) of which the dealer knew, or ought to have known, at the time the dealer published the advertisement,
- unless the advertisement includes a statement drawing attention to the existence of defects in the vehicle.
Maximum penalty: 20 penalty units.
- (4) The matter required by this clause to appear in an advertisement in relation to a motor vehicle must appear in writing of a size that is legible to any person who sees the advertisement.

41 Representations as to availability of motor vehicle or finance

A motor dealer must not:

- (a) knowing that a motor vehicle is not for sale, represent that it is for sale, or
- (b) represent that the purchase of a motor vehicle may be financed in a manner that the dealer knows to be unlawful or unavailable.

Maximum penalty: 20 penalty units.

42 Odometer readings

A motor dealer must not:

- (a) publish an advertisement that specifies the reading on the odometer of a motor vehicle, or
- (b) during negotiations for the sale of a motor vehicle, specify the reading on the odometer of the vehicle,

if the motor dealer knows, or suspects on reasonable grounds, that the reading on the odometer is a false representation of the distance travelled by the vehicle.

Maximum penalty: 20 penalty units.

43 Certain advertisements to include registration numbers

A motor dealer must not publish an advertisement that refers to:

- (a) a specified motor vehicle, or
- (b) any specified price at which a specified second-hand motor vehicle may be purchased,

unless the advertisement specifies the registration number of the vehicle.

Maximum penalty: 20 penalty units.

44 Examination of motor vehicle

A motor dealer who offers a motor vehicle for sale must facilitate any reasonable examination of the vehicle by, or on behalf of, a prospective purchaser of the vehicle.

Maximum penalty: 20 penalty units.

45 Protection of interest of third party

- (1) If a motor dealer agrees to act as agent for the sale of a second-hand motor vehicle, or to accept a motor vehicle as a trade-in, the dealer must use reasonable diligence:
- (a) to ascertain whether the vehicle is subject to a lease, hire-purchase agreement or mortgage, and

- (b) if so, to bring the sale agreement to the notice of the relevant lessor, owner or mortgagee.

Maximum penalty: 20 penalty units.

- (2) In this clause, *mortgage* has the same meaning as it has in the *National Credit Code*.

46 Parts to be identified by motor vehicle repairers

- (1) If:

- (a) a motor vehicle repairer, in or for the purpose of carrying on his or her business as a motor vehicle repairer, buys or receives a major mechanical component, and
- (b) the part does not have an identification number stamped on it or otherwise affixed to it,

the repairer must stamp on, or otherwise affix to, the part or accessory figures, or figures accompanied by letters or symbols, that will identify it.

Maximum penalty: 20 penalty units.

- (2) In this clause, *major mechanical component* means chassis, major body section, bonnet, door, hatchback door, boot lid, front mud guard, front or rear bumper bar, engine or engine block, gearbox, transmission, airbags or alloy mags.

47 Parts to be marked by motor vehicle recyclers

For the purposes of section 99 of the Act, chassis, major body sections, bonnet, doors, hatchback doors, boot lid, front mud guards, front and rear bumper bars, engines and engine blocks, gearboxes, transmissions, airbags and alloy mags are prescribed as parts that must be marked.

48 Receipts for engines disposed of by motor vehicle repairers and motor vehicle recyclers

- (1) A motor vehicle repairer or motor vehicle recycler who disposes of a motor vehicle engine to a person must issue to the person a receipt (taken from a receipt book containing duplicate copies of consecutively numbered receipt forms) on which is written the following information:

- (a) the date of disposal,
- (b) a description of the engine,
- (c) the number marked on the engine,
- (d) the person's name and address.

Maximum penalty: 20 penalty units.

- (2) A person who is required to issue a receipt under this clause must:

- (a) retain the receipt book (in the same place as the repairer's register or recycler's register kept by the person) for at least 6 years after the date on which the last entry was made in it, and
- (b) if required to do so by an authorised officer before the expiration of the period referred to in paragraph (a), produce the receipt book for inspection by the officer.

Maximum penalty: 20 penalty units.

Part 8 Miscellaneous

49 Inspection reports

For the purposes of section 56 of the Act, the period prescribed is the period of 42 days before the day on which the inspection report is being relied on.

50 Auction notice

- (1) For the purposes of section 57 of the Act, the prescribed form for the notice referred to in that section is the Auction Notice Form (Form 11).
- (2) For the purposes of section 57 of the Act, a notice is attached to a motor vehicle if:
 - (a) it is firmly attached to:
 - (i) the inside surface of the windscreen, or
 - (ii) if it is not practicable to do so, to some other part of the vehicle, and
 - (b) it is clearly visible to any person standing immediately outside the part of the vehicle to which the notice is attached.

51 Cooling off periods

- (1) For the purposes of sections 81 (4) and 82 (1) (a) of the Act, the prescribed form setting out the purchaser's rights under Division 5 of Part 4 of the Act and form of a waiver of a purchaser's rights under that Division is the Cooling Off Period Notice Form (Form 12).
- (2) The information contained in the form must be contained in the contract for the purchase of a motor vehicle immediately above the place in which the purchaser is to sign the contract.

52 General provisions concerning the recording of information

- (1) The particulars of a motor vehicle to be inserted in a form that requires the vehicle's date of manufacture are the month and year of the vehicle's built date or (if the vehicle does not have a built date) the month and year of the vehicle's compliance plate date.
- (2) The following abbreviations may be used for the purpose of recording information in any register or receipt for the purposes of this Regulation, namely, "MD" for Dealer's Licence, "Lic. No." for Licence Number, "C" for consigned, "D" for dismantled, "E" for exchanged, "P" for purchased, "S" for sold, "T" for trade-in and "W" for wholesale.
- (3) If the particulars of a motor vehicle to be inserted in a form include the vehicle's vehicle identification number, but the vehicle does not have such a number, the vehicle's chassis number is to be inserted instead.
- (4) Any information required to be recorded by this Regulation must be recorded, legibly, in the English language.
- (5) In this clause:

built date, in relation to a motor vehicle, means the date that, combined with the word "Built" or the words "Built Date", appears on an adhesive sticker or metal plate affixed to the vehicle or on a sheet metal component of the vehicle.

compliance plate date, in relation to a motor vehicle, means the date that appears on a compliance plate authorised to be placed on a vehicle, or taken to have been placed on a vehicle, under the *Motor Vehicle Standards Act 1989* of the Commonwealth.

53 Motor Dealers and Repairers Compensation Fund

For the purposes of section 168 (3) of the Act, a claim for compensation may not be made under Part 8 of the Act in respect of the following:

- (a) loss of or damage to a motor vehicle of such design as to be incapable of being registered in New South Wales,
- (b) loss of or damage to a motor vehicle that has been modified solely for use in motor racing or off-road motor sport,
- (c) loss of or damage to a motor vehicle (other than a motorcycle) that is more than 35 years old,
- (d) loss of or damage to a motorcycle that is more than 10 years old,
- (e) loss incurred by the claimant in making the claim (including receiving legal advice),
- (f) loss or damage to a vehicle that is a vehicle to which the dealer guarantee does not apply under section 72 of the Act,
- (g) loss or damage to a motor vehicle that is not a motor vehicle used substantially for private purposes within the meaning of the *Motor Vehicles Taxation Act 1988*.

54 Register of licences

For the purposes of section 177 (3) of the Act, the following particulars must be included in the register of licences issued under the Act:

- (a) the name of the licence holder,
- (b) the licence holder's place of business,
- (c) the number of the licence,
- (d) the type of licence,
- (e) the date of expiry of the licence,
- (f) the current status of the licence,
- (g) the conditions (other than conditions imposed by the Act or this Regulation), if any, to which the licence is subject,
- (h) if the licence holder is a corporation—the names of the directors of the corporation,
- (i) instances of and disciplinary action taken against the licence holder under the Act or this Regulation,
- (j) the number of penalty notices issued in relation to offences against the Act or this Regulation,
- (k) the date of an offence against the Act or this Regulation in respect of which proceedings have been brought against the licence holder (other than any prosecution which does not result in the licence holder being found guilty of an offence under the Act or this Regulation),
- (l) if an administrator has been appointed under Division 5 of Part 5 of the Act, a reference to that fact,
- (m) the number of claims (if any) made against the Compensation Fund arising from the conduct of the licence holders that have been allowed by the Secretary.

55 Penalty notice offences and penalties

- (1) For the purposes of section 158 of the Act:
 - (a) each offence created by a provision specified in Column 1 of Schedule 3 is an offence for which a penalty notice may be served, and
 - (b) the penalty prescribed for each such offence is the amount specified opposite the provision in Column 2 of the Schedule.
- (2) If the reference to a provision in Column 1 of Schedule 3 is qualified by words that restrict its operation to specified kinds of offences, an offence created by the provision is a prescribed offence only if it is an offence of a kind so specified or committed in the circumstances so specified.

56 Penalty notice officers

For the purposes of section 158 (10) of the Act, the following are prescribed as penalty notice officers:

- (a) an officer of the Office of Finance and Services who is authorised in writing by the Secretary,
- (b) an investigator appointed under section 18 of the *Fair Trading Act 1987*,
- (c) a police officer or any other member of the NSW Police Force who is authorised by the Commissioner of Police in writing to exercise the functions of a penalty notice officer under the Act,
- (d) a person authorised in writing as a penalty notice officer by the Chief Executive of Roads and Maritime Services,
- (e) a class 12 authorised officer (within the meaning of Schedule 4 to the *Road Transport (General) Regulation 2013* authorised in writing by the Secretary.

57 Expenses of administrator

For the purposes of clause 12 (6) of Schedule 1 to the Act, the period within which a person may apply to the Supreme Court to re-open an agreement entered into with respect to the remuneration paid or to be paid to an administrator is 30 days commencing on the day on which the agreement was entered into.

Schedule 1 Fees

(Clause 11)

Column 1	Column 2	Column 3	Column 4
Nature of fee payable	Processing component	Variable component	Compensation Fund contribution component
Motor dealer			
Application fee for grant of licence—1 year	\$207	\$312 per place of business	\$898 per place of business
Application fee for grant of licence—3 years	\$207	\$936 per place of business	\$1,160 per place of business
Application fee for renewal of licence—1 year	\$68	\$312 per place of business	\$131 per place of business
Application fee for renewal of licence—3 years	\$68	\$936 per place of business	\$393 per place of business
Application fee for restoration of licence—1 year	\$139	\$312 per place of business	\$131 per place of business
Application fee for restoration of licence—3 years	\$139	\$936 per place of business	\$393 per place of business
Amendment of licence to include additional place of business	\$68	nil	\$131
Motor vehicle repairer			
Application fee for grant of licence—1 year	\$207	\$212 per place of business	\$264 per place of business
Application fee for grant of licence—3 years	\$207	\$418 per place of business	\$348 per place of business
Application fee for renewal of licence—1 year	\$68	\$103 per place of business	\$42 per place of business
Application fee for renewal of licence—3 years	\$68	\$309 per place of business	\$126 per place of business
Application fee for restoration of licence—1 year	\$139	\$103 per place of business	\$42 per place of business
Application fee for restoration of licence—3 years	\$139	\$309 per place of business	\$126 per place of business
Amendment of licence to include additional place of business	\$68	nil	\$42
Motor vehicle recycler			
Application fee for grant of licence—1 year	\$207	\$312 per place of business	nil
Application fee for grant of licence—3 years	\$207	\$936 per place of business	nil
Application fee for renewal of licence—1 year	\$68	\$312 per place of business	nil
Application fee for renewal of licence—3 years	\$68	\$936 per place of business	nil

Column 1	Column 2	Column 3	Column 4
Nature of fee payable	Processing component	Variable component	Compensation Fund contribution component
Application fee for restoration of licence—1 year	\$139	\$312 per place of business	nil
Application fee for restoration of licence—3 years	\$139	\$936 per place of business	nil
Amendment of licence to include additional place of business	\$68	nil	nil
Tradesperson's certificate			
Application fee for grant of certificate—3 years	\$66	nil	nil
Application fee for renewal of certificate—3 years	\$45	nil	nil
Application fee for restoration of certificate—3 years	\$45	nil	nil
Amendment of certificate to include additional class of repair work	\$45	nil	nil
Issue of replacement tradesperson's certificate	\$35	nil	nil
Fees for motor dealers, motor vehicle repairers and motor vehicle recyclers			
Issue of replacement licence	\$35	nil	nil
Issue of certificate under section 177 of the Act	\$29	nil	nil

Schedule 2 Forms

Form 1 Motor Dealer's Register

Motor Dealers and Repairers Act 2013; section 100

Name of licensee: Licence number:

Details of acquisition

Entry No.	Date of acquisition	Name and address of person from whom vehicle acquired (if trade owner also insert motor dealer Licence No.) (if private purchaser at auction also insert driver Licence No.)	How acquired [MD Licence No.]	Make and body type	Model designation and date of manufacture	Registration Number (if any)	Engine No.	VIN or chassis No.	Odometer reading

Details of disposal

Date of disposal	How disposed (or Trust Account entry No. for vehicles consignment)	Type and serial number of disposal form	Cash price at which vehicle disposed	Odometer reading	Name and address of person to whom vehicle disposed (if trade owner also insert motor dealer Licence No.) (if private purchaser at auction also insert driver Licence No.)

Form 2 Motor Vehicle Repairers' Register

Motor Dealers and Repairers Act 2013; section 100

Name of licensee: Licence number:

Details of acquisition

Entry No.	Date of acquisition	How acquired (purchase/non-purchase)	Invoice or receipt (if acquired by purchase)	Name and address of person from whom part was acquired [MD Licence No.]	Prescribed part description	Make and body type	Model and date of manufacture	Engine No.

Details of disposal

VIN or chassis No. (details of acquisition continued)	Date fitted, sold or disposed	Make and body type (vehicle to which the part was fitted)	Model and date of manufacture	Engine No.	VIN or chassis No. (details of disposal continued)	Name and address of person to whom part disposed

NOTE: Each entry **MUST** include the name and address of the persons from whom the prescribed part was acquired/was purchased OR the identity of the vehicles from which the prescribed part was removed/fitted.

Prescribed parts

- Chassis
- Major body section
- Bonnet
- Right side door (front)
- Left side door (front)
- Right side door (back)
- Left side door (back)
- Hatchback door
- Boot lid
- Right front guard
- Left front guard
- Front bumper bar
- Rear bumper bar
- Engine/engine block
- Gearbox/transmission/transaxle (front wheel drive vehicles)
- Instrument cluster/odometer/hour gauge
- Car radio/tape/compact disc (CD equipment)
- Electronic navigation equipment
- Multimedia equipment
- Airbags and air curtains (side impact airbags)
- Alloy wheels
- Seats
- Finaldrive (differential for rear wheel drive vehicles)
- Headlights

Form 3 Motor Vehicle Recycler's Register

Motor Dealers and Repairers Act 2013; section 100

Name of licensee: Licence number:

Details of acquisition

Entry No.	Date of acquisition	Make and body type	Model designation and date of manufacture	Engine No.	VIN or chassis No.	Name and address of person from whom acquired (including trade owner licence (where applicable) or other photo ID)	Prescribed part description (details of acquisition continued)	Part salvaged (Y/N)

Details of disposal

Date of disposal	How disposed	Receipt No.

NOTE: The name and address of the purchaser, a description of the prescribed part(s), the relevant VIN and the dealer's licence number **MUST** be recorded on each sale receipt for prescribed parts. Each entry **MUST** include the name and address of the persons from whom the part was acquired or to whom the part was sold **AND** the identity of the vehicles from which the part was removed/fitted **EXCEPT** where there are multiple entries (i.e. prescribed parts) for each vehicle.

Prescribed parts

- Chassis
- Major body section
- Bonnet
- Right side door (front)
- Left side door (front)
- Right side door (back)
- Left side door (back)
- Hatchback door
- Boot lid
- Right front guard
- Left front guard
- Front bumper bar
- Rear bumper bar
- Engine/engine block
- Gearbox/transmission/transaxle (front wheel drive vehicles)
- Instrument cluster/odometer/hour gauge
- Car radio/tape/compact disc (CD equipment)

- Electronic navigation equipment
- Multimedia equipment
- Airbags and air curtains (side impact airbags)
- Alloy wheels
- Seats
- Finaldrive (differential for rear wheel drive vehicles)
- Headlights

Form 4 Motor Vehicle Repairer's Register (Trailers and Towable Recreation Vehicles)

Motor Dealers and Repairers Act 2013; section 100

Name of licensee: _____ **Licence number:** _____

Details of acquisition

Entry No.	Date of acquisition	How acquired (purchase/non-purchase)	Invoice or receipt (if acquired by purchase)	Name and address or person whom acquired [MD licence No.]	Prescribed part description	Make and body type	Model and date of manufacture	VIN or chassis No.

Details of disposal

Date fitted, sold or disposed	Make and body type (vehicle to which the part was fitted)	Model and date of manufacture	VIN or chassis No.	Name and address or person whom disposed

NOTE. Each entry **MUST** include the name and address of the person from whom the part was acquired/was purchased **AND** the identity of the vehicles from which the part was removed/fitted.

Prescribed parts

- Axles
- External windows
- Doors
- Water heater
- Air conditioners
- Fridges
- Brake assembly
- Awnings

Form 5 Motor Dealer's Notice

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES	
<i>Motor Dealers and Repairers Act 2013; sections 62, 63, 64, 72, 73</i>	
Book Number..... /Entry Number..... /Form Number..... /Date on which Notice affixed to Motor Vehicle.....	
SECTION 1: VEHICLE AND DEALER DETAILS	
Dealer name:	Dealer licence number:
Dealer address:	
Date of manufacture—year and month:	Cash price (including GST):
Make:	Odometer Reading:
Model:	VIN/Chassis:
Registration number and expiry date:	Engine number:
SECTION 2: IMPORTANT INFORMATION ABOUT THIS MOTOR VEHICLE	
Where applicable, the motor dealer must disclose important facts about this vehicle that may impact its monetary value and/or performance. This section must be completed before the notice is affixed to the vehicle.	
<ul style="list-style-type: none"> – This vehicle is, or has been, written off or wrecked: <i>yes/no</i> – This vehicle has had significant damage caused by exposure to water: <i>yes/no</i> – Other: provide explanation: 	<ul style="list-style-type: none"> – This vehicle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding: <i>yes/no</i> – The dealer reasonably suspects that this vehicle has had its odometer altered: <i>yes/no</i> [If yes, a reduction of kms (delete if not applicable)] Consumer acknowledgement:
Imported second-hand vehicle information [<i>Dealer to strike out if not applicable</i>]	
This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the vehicle's Consumer Information Notice, issued in accordance with the <i>Motor Vehicle Standards Regulations 1989</i> of the Commonwealth, is attached.	
<i>Failure to disclose all material facts about the vehicle being purchased may result in a penalty of up to \$2,200.</i>	
SECTION 3: DEALER GUARANTEE APPLICABLE TO THIS VEHICLE (<i>tick the statutory guarantee applicable</i>)	

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES

The limitation period for the dealer guarantee for this vehicle is 12 months less 1 month for each 2,000kms driven before sale or 20,000kms driven after manufacture (whichever comes first). This vehicle is a new motor vehicle (other than a motor cycle) driven less than 15,000 km before sale.

The limitation period for the dealer guarantee for this vehicle is 3 months or 5,000kms driven after sale (whichever comes first). This motor vehicle is a new motor vehicle (other than a motor cycle) driven for more than 15,000 km before sale or a second-hand motor vehicle (other than a motor cycle) driven for not more than 160,000 km, and not more than 10 years old, before sale.

The dealer is required to repair or make good any defect in the vehicle at the time of sale or occurring within the limitation period so as to place the vehicle in a reasonable condition having regard to its age. This does not cover incidental or accidental damage that occurred after the sale of the vehicle, damage caused by driver misuse/negligence or motor racing/rallying or superficial damage to paintwork/upholstery. This guarantee cannot be waived by either party to the sales agreement.

Consumer acknowledgment:

This vehicle has no dealer guarantee under the Motor Dealers and Repairers Act 2013.

The dealer is not required by the Act to repair or make good any defect which may exist or occur in this vehicle. A current inspection report for the motor vehicle is attached to this form.

Consumer acknowledgment:

NOTE: This vehicle comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

NOTE: This vehicle has been checked against the Personal Property Security Register [insert PPSR number] and comes with clear title. A consumer guarantee to clear title is also provided under the Australian Consumer Law.

To be completed at or before time of sale

Date of sale:	Cash price at which vehicle sold:
Trade-in details including registration or VIN number and trade-in allowance:	Odometer reading at time of sale:
RMS inspection report number and date issued:	
Print name and signature of dealer or representative:	Print name and signature of purchaser:
<i>I guarantee that the information in this form is true and accurate, to the best of my knowledge, and acknowledge that any incorrect or misleading information may result in a penalty of up to \$2,200.</i> Date:	I acknowledge that the information in this form is applicable to the vehicle that I am purchasing. Date:

Form 6 Motor Dealer's Notice—Damaged Vehicle

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES – DAMAGED VEHICLE

Motor Dealers and Repairers Act 2013; sections 62, 63, 65, 68, 69, 72, 73, 74 and 77

Book Number..... /Entry Number..... /Form Number..... /Date on which Notice affixed to Motor Vehicle.....

SECTION 1: VEHICLE AND DEALER DETAILS

Dealer name:	Dealer licence number:
Dealer address:	
Date of manufacture (year and month):	Cash price (including GST):
Make:	Odometer Reading:

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES – DAMAGED VEHICLE	
Model:	VIN/Chassis number:
Registration number and expiry date:	Engine number:
SECTION 2: IMPORTANT INFORMATION ABOUT THIS MOTOR VEHICLE	
The motor dealer must disclose important facts about this vehicle that may impact its monetary value and/or performance. This section must be completed before the notice is affixed to the vehicle.	
– This vehicle is, or has been, written off or wrecked: <i>yes/no</i> – This vehicle has had significant damage caused by exposure to water: <i>yes/no</i> – Other: provide explanation: <u>Consumer acknowledgment:</u>	– This vehicle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding: <i>yes/no</i> – The dealer reasonably suspects that this vehicle has had its odometer altered: <i>yes/no</i> <i>[If yes, a reduction of kms (delete if not applicable)]</i>
Imported second-hand vehicle information [<i>Dealer to strike out if not applicable</i>] This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the vehicle's Consumer Information Notice, issued in accordance with the <i>Motor Vehicle Standards Regulations 1989</i> of the Commonwealth, is attached.	
<i>Failure to disclose all material facts about the vehicle being purchased may result in a penalty of up to \$2,200.</i>	
SECTION 3: GUARANTEE EXCLUSIONS APPLICABLE TO THIS VEHICLE	
Excluded defects	Estimated fair cost of repairing or making good defects
NOTE: ITEMS THAT MAKE THE VEHICLE SAFE TO USE MAY NOT BE EXCLUDED FROM GUARANTEE	
Print name and signature of repairer or representative:	Repairer business licence and tradesperson certificate number:

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES – DAMAGED VEHICLE	
SECTION 4: GUARANTEE APPLICABLE TO THIS VEHICLE	
<input type="checkbox"/> The limitation period for the dealer guarantee for this vehicle is 12 months less 1 month for each 2,000kms driven before sale or 20,000kms driven after manufacture (whichever comes first). This vehicle is a new motor vehicle (other than a motor cycle) driven less than 15,000 km before sale.	
<input type="checkbox"/> The limitation period for the dealer guarantee for this vehicle is 3 months or 5,000kms driven after sale (whichever comes first). This motor vehicle is a new motor vehicle (other than a motor cycle) driven for more than 15,000 km before sale or a second-hand motor vehicle (other than a motor cycle) driven for not more than 160,000 km, and not more than 10 years old, before sale.	
The dealer is required to repair or make good any defect in the vehicle at the time of sale or occurring within the limitation period so as to place the vehicle in a reasonable condition having regard to its age. This does not cover incidental or accidental damage that occurred after the sale of the vehicle, damage caused by driver misuse/negligence or motor racing/rallying, superficial damage to paintwork/upholstery or excluded defects referred to in section 3 of this notice. This guarantee cannot be waived by either party to the sales agreement.	
Consumer acknowledgment:	
<input type="checkbox"/> This vehicle has no dealer guarantee under the Motor Dealers and Repairers Act 2013.	
The dealer is not required by the Act to repair or make good any defect which may exist or occur in this vehicle. A current inspection report for the motor vehicle is attached to this form.	
Consumer acknowledgment:	
NOTE: This vehicle comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.	
NOTE: This vehicle has been checked against the Personal Property Security Register [insert PPSR number] and comes with clear title. A consumer guarantee to clear title is also provided under the Australian Consumer Law.	
<i>To be completed at or before time of sale</i>	
Date of sale:	Odometer reading at time of sale:
Cash price at which vehicle sold:	Trade-in (if any) details including registration number and trade-in allowance:
RMS inspection report number and date issued:	
Print name and signature of dealer or representative:	Print name and signature of purchaser:
I guarantee that the information in this form is true and accurate, to the best of my knowledge, and acknowledge that any incorrect or misleading information may result in a penalty of up to \$2,200. Date:	I acknowledge that the information in this form is applicable to the vehicle that I am purchasing. Date:

Form 7 Motor Dealer's Notice for Motor Cycles

MOTOR DEALER'S NOTICE FOR MOTOR CYCLES	
<i>Motor Dealers and Repairers Act 2013; sections 62, 64, 65, 68, 69, 72, 73, 77</i>	
Book Number..... /Entry Number..... /Form Number..... /Date on which Notice affixed to Motor Cycle.....	
SECTION 1: VEHICLE AND DEALER DETAILS	
Dealer name:	Dealer licence number:
Dealer address:	

MOTOR DEALER'S NOTICE FOR MOTOR CYCLES	
Year of manufacture:	Cash price (including GST):
Make:	Odometer reading:
Model:	VIN/Chassis:
Registration number:	Engine number:
SECTION 2: IMPORTANT INFORMATION ABOUT THIS MOTOR CYCLE	
The motor dealer must disclose important facts about this motor cycle that may impact its monetary value and/or performance. This section must be completed before the notice is affixed to the motor cycle.	
<ul style="list-style-type: none"> - This motor cycle is, or has been, written off or wrecked: <i>yes/no</i> - This motor cycle has had significant damage caused by exposure to water: <i>yes/no</i> - Other: provide explanation: 	<ul style="list-style-type: none"> - This motor cycle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding: <i>yes/no</i> - The dealer reasonably suspects that this motor cycle has had its odometer altered: <i>yes/no</i> [If yes, a reduction of kms (delete if not applicable)] <p><u>Consumer acknowledgment:</u></p>
<p>Imported second-hand vehicle information [Dealer to strike out if not applicable]</p> <p>This is a second-hand motor cycle, imported by the dealer or purchased by the dealer from a registered importer and a copy of the vehicle's Consumer Information Notice, issued in accordance with the <i>Motor Vehicle Standards Regulations 1989</i> of the Commonwealth, is attached.</p> <p><i>Failure to disclose all material facts about the motor cycle being purchased may result in a penalty of up to \$2,200.</i></p>	
SECTION 3: GUARANTEE APPLICABLE TO THIS MOTOR CYCLE	
<p><input type="checkbox"/> The limitation period for the dealer guarantee for this motor cycle is 6 months less 1 month for each 2,000kms ridden before sale or 10,000kms driven after manufacture (whichever comes first). This motor cycle is a new motor cycle driven less than 7,000 km before sale.</p> <p><input type="checkbox"/> The limitation period for the dealer guarantee for this motor cycle is 3 months or 3,000kms ridden after sale (whichever comes first). This motor cycle is a new motor cycle driven more than 7,000 km before sale or is an unregistrable second-hand motor cycle, less than 5 years old and driven for not more than 30,000 km before sale.</p> <p>The dealer is required to repair or make good any defect in the vehicle at the time of sale or occurring within the limitation period so as to place the vehicle in a reasonable condition having regard to its age. This does not cover incidental or accidental damage that occurred after the sale of the vehicle, damage caused by driver misuse/negligence or motor racing/rallying, superficial damage to paintwork/upholstery or excluded defects referred to in section 2 of this notice. This guarantee cannot be waived by either party to the sales agreement.</p> <p><u>Consumer acknowledgment:</u></p> <p><input type="checkbox"/> This motor cycle has no dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</p> <p>The dealer is not required by the Act to repair or make good any defect which may exist or occur in this motor cycle. A current inspection report for the motor cycle is attached to this Form.</p> <p><u>Consumer acknowledgment:</u></p> <p>NOTE: <i>This motor cycle comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.</i></p> <p>NOTE: <i>This motor cycle has been checked against the Personal Property Security Register [insert PPSR number] and comes with clear title. A consumer guarantee to clear title is also provided under the Australian Consumer Law.</i></p> <p><i>To be completed at or before time of sale</i></p>	

MOTOR DEALER'S NOTICE FOR MOTOR CYCLES	
Date of sale:	Odometer reading at time of sale:
Cash price at which motor cycle sold:	Trade-in (if any) details including registration number and trade-in allowance:
RMS inspection report number and date issued:	
Print name and signature of dealer or representative:	Print name and signature of purchaser:
By signing this section I guarantee that I have disclosed all material facts about the motor cycle being purchased and acknowledge that failure to do so could result in a penalty of up to \$2,200. Date:	By signing this section I acknowledge that a ticked box above applies to the motor cycle that I am purchasing. Date:

Form 8 Motor Dealer's Notice for Motor Cycles—Damaged Vehicle

MOTOR DEALER'S NOTICE FOR MOTOR CYCLES – EXCLUDED DEFECTS	
<i>Motor Dealers and Repairers Act 2013; sections 62, 64, 65, 68, 69, 72, 73, 74 and 77</i>	
Book Number..... /Entry Number..... /Form Number..... /Date on which Notice affixed to Motor Cycle.....	
SECTION 1: VEHICLE AND DEALER DETAILS	
Dealer name:	Dealer licence number:
Dealer address:	
Year of manufacture:	Cash price (including GST):
Make:	Odometer Reading:
Model:	V.I.N/Chassis number:
Registration number:	Engine number:
SECTION 2: IMPORTANT INFORMATION ABOUT THIS MOTOR CYCLE	
The motor dealer must disclose important facts about this motor cycle that may impact its monetary value and/or performance. This section must be completed before the notice is affixed to the motor cycle.	
<ul style="list-style-type: none"> – This motor cycle is, or has been, written off or wrecked: <i>yes/no</i> – This motor cycle has had significant damage caused by exposure to water: <i>yes/no</i> – other: provide explanation: 	<ul style="list-style-type: none"> – This motor cycle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding: <i>yes/no</i> – The dealer reasonably suspects that this motor cycle has had its odometer altered: <i>yes/no [If yes, a reduction of kms (delete if not applicable)]</i>
Consumer acknowledgment:	
Imported second-hand vehicle information [<i>Dealer to strike out if not applicable</i>]	
This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the vehicle's Consumer Information Notice, issued in accordance with the <i>Motor Vehicle Standards Regulations 1989</i> of the Commonwealth, is attached.	
<i>Failure to disclose all material facts about the motor cycle being purchased may result in a penalty of up to \$2,200.</i>	
SECTION 3: GUARANTEE EXCLUSIONS APPLICABLE TO THIS MOTOR CYCLE	

MOTOR DEALER'S NOTICE FOR MOTOR CYCLES – EXCLUDED DEFECTS	
Excluded Defects	Estimated fair cost of repairing or making good defects
NOTE: ITEMS THAT MAKE THE MOTOR CYCLE SAFE TO USE MAY NOT BE EXCLUDED FROM GUARANTEE	
Print name and signature of repairer or representative:	Repairer business licence and tradesperson certificate number:
SECTION 4: GUARANTEE APPLICABLE TO THIS MOTOR CYCLE	
<p><input type="checkbox"/> The limitation period for the dealer guarantee for this motor cycle is 6 months less 1 month for each 2,000kms driven before sale or 10,000kms driven after manufacture (whichever comes first). This motor cycle is a new motor cycle driven less than 7,000kms before sale.</p> <p><input type="checkbox"/> The limitation period for the dealer guarantee for this motor cycle is 3 months or 3,000kms driven after sale (whichever comes first). This motor cycle is a new motor cycle driven more than 7,000kms before sale or is an unregistrable second-hand motor cycle driven, less than 5 years old and driven for not more than 30,000kms before sale.</p> <p><input type="checkbox"/> The limitation period for the dealer guarantee for this motor cycle is 3 months or 5,000kms after sale (whichever comes first). This motor cycle is an unregistrable new motor cycle.</p> <p>The dealer is required to repair or make good any defect in the motor cycle at the time of sale or occurring within the limitation period so as to place the motor cycle in a reasonable condition having regard to its age. This guarantee does not cover incidental or accidental damage that occurred after the sale of the motor cycle, damage caused by rider misuse/negligence or motor racing/rallying, superficial damage to paintwork/upholstery or excluded defects referred to in section 3 of this notice. This guarantee cannot be waived by either party to the sales agreement.</p> <p>Consumer acknowledgment:</p> <p><input type="checkbox"/> This motor cycle has no dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</p> <p>The dealer is not required by the Act to repair or make good any defect which may exist or occur in this motor cycle. A current inspection report for the motor cycle is attached to this Form.</p> <p>Consumer acknowledgment:</p> <p>NOTE: This motor cycle comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.</p> <p>NOTE: This motor cycle has been checked against the Personal Property Security Register [PPSR number] and comes with clear title. A consumer guarantee to clear title is also provided under the Australian Consumer Law.</p> <p><i>To be completed at or before time of sale</i></p>	
Date of sale:	Odometer reading at time of sale:
Cash price at which motor cycle sold:	Trade-in (if any) details including registration number and trade-in allowance
RMS inspection report number and date issued:	
Print name and signature of dealer, manager or salesperson:	Print name and signature of purchaser:
By signing this section I guarantee that I have disclosed all material facts about the motor cycle being purchased and acknowledge that failure to do so could result in a penalty of up to \$2,200. Date:	By signing this section I acknowledge that a ticked box above applies to the motor cycle that I am purchasing. Date:

Form 9 Motor Dealer's Notice for Motor Vehicle (Caravans and Trailers)

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES (Caravans and Trailers)	
<i>Motor Dealers and Repairers Act 2013; sections 62, 63, 65, 68, 69, 72, 73, 74 and 77</i>	
Book Number..... /Entry Number..... /Form Number..... /Date on which Notice Affixed to Motor Vehicle.....	
SECTION 1: VEHICLE AND DEALER DETAILS	
Dealer name:	Dealer licence number:
Dealer address:	
Date of manufacture (year and month):	Cash price (including GST):
Make:	Tare weight:
Model:	V.I.N./Chassis:
Registration number and expiry date:	Inclusions:
SECTION 2: IMPORTANT INFORMATION ABOUT THIS MOTOR VEHICLE	
Where applicable, the motor dealer must disclose important facts about this vehicle that may impact its monetary value and/or performance. This section must be completed before the notice is affixed to the vehicle.	
– This vehicle is, or has been, written off or wrecked: <i>yes/no</i> – This vehicle has had significant damage caused by exposure to water: <i>yes/no</i> – other: provide explanation:	– This vehicle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding: <i>yes/no</i> <u>Consumer Acknowledgment:</u>
Imported second-hand vehicle information [<i>Dealer to strike out if not applicable</i>]	
This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the vehicle's Consumer Information Notice, issued in accordance with the <i>Motor Vehicle Standards Regulations 1989</i> of the Commonwealth, is attached.	
<i>Failure to disclose all material facts about the vehicle being purchased may result in a penalty of up to \$2,200.</i>	
SECTION 3: DEALER GUARANTEE APPLICABLE TO THIS VEHICLE	
This vehicle has no dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.	
The dealer is not required by the Act to repair or make good any defect which may exist or occur in this vehicle. The dealer must attach to this form a current inspection report for the motor vehicle.	
<i>This vehicle comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.</i>	
<u>Consumer Acknowledgment:</u>	
NOTE: <i>This vehicle has been checked against the Personal Property Security Register [PPSR number] and comes with clear title. A consumer guarantee to clear title is also provided under the Australian Consumer Law.</i>	
<i>To be completed at or before time of sale</i>	
Date of sale:	Cash price at which vehicle sold:
Trade-in details including registration number or VIN number and trade-in allowance:	RMS inspection report number and date issued:

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES (Caravans and Trailers)	
Print name and signature of dealer or representative:	Print name and signature of purchaser:
<i>I guarantee that the information in this form is true and accurate, to the best of my knowledge, and acknowledge that any incorrect or misleading information may result in a penalty of up to \$2,200.</i>	I acknowledge that the information in this form is applicable to the vehicle that I am purchasing.
Date:	Date:

Form 10 Motor Dealer's Notice—Damaged Vehicle (Trailers and Towable Recreation vehicles)

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES – DAMAGED VEHICLE (Trailers and Towable Recreation Vehicles)	
<i>Motor Dealers and Repairers Act 2013; sections 62, 63, 65, 68, 69, 72, 73, 74 and 77</i>	
Book Number..... /Entry Number..... /Form Number..... /Date on which Notice affixed to Motor Vehicle.....	
SECTION 1: VEHICLE AND DEALER DETAILS	
Dealer name:	Dealer licence number:
Dealer address:	
Date of manufacture (year and month):	Cash price (including GST):
Make:	Tare weight:
Model:	VIN/Chassis:
Registration number and expiry date:	Inclusions:
SECTION 2: IMPORTANT INFORMATION ABOUT THIS MOTOR VEHICLE	
The motor dealer must disclose important facts about this vehicle that may impact its monetary value and/or performance. This section must be completed before the notice is affixed to the vehicle.	
<ul style="list-style-type: none"> – This vehicle is, or has been, written off or wrecked: <i>yes/no</i> – This vehicle has had significant damage caused by exposure to water: <i>yes/no</i> – Other: provide explanation: 	<ul style="list-style-type: none"> – This vehicle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding: <i>yes/no</i> Consumer acknowledgment:
Imported second-hand vehicle information [<i>Dealer to strike out if not applicable</i>]	
This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the vehicle's Consumer Information Notice, issued in accordance with the <i>Motor Vehicle Standards Regulations 1989</i> of the Commonwealth, is attached.	
<i>Failure to disclose all material facts about the vehicle being purchased may result in a penalty of up to \$2,200.</i>	
SECTION 3: GUARANTEE EXCLUSIONS APPLICABLE TO THIS VEHICLE	
Excluded Defects	Estimated fair cost of repairing or making good defects
NOTE: ITEMS THAT MAKE THE VEHICLE SAFE TO USE MAY NOT BE EXCLUDED FROM GUARANTEE	

MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES – DAMAGED VEHICLE (Trailers and Towable Recreation Vehicles)	
Print name and signature of repairer or representative:	Repairer business licence and tradesperson certificate number:
SECTION 4: GUARANTEE APPLICABLE TO THIS VEHICLE	
<p>This vehicle has no dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>. The dealer is not required by the Act to repair or make good any defect which may exist or occur in this vehicle. The dealer must attach to this form a current inspection report for the motor vehicle. <u>Consumer acknowledgment:</u></p> <p><i>This vehicle also comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.</i></p> <p>NOTE: <i>This vehicle has been checked against the Personal Property Security Register [insert PPSR number] and comes with clear title. A consumer guarantee to clear title is also provided under the Australian Consumer Law.</i></p> <p><i>To be completed at or before time of sale</i></p>	
Date of sale:	Cash price at which vehicle sold:
Trade-in details including registration number or VIN number and trade-in allowance:	RMS inspection report number and date issued:
Print name and signature of dealer or representative:	Print name and signature of purchaser:
I guarantee that the information in this form is true and accurate, to the best of my knowledge, and acknowledge that any incorrect or misleading information may result in a penalty of up to \$2,200. Date:	I acknowledge that the information in this form is applicable to the vehicle that I am purchasing. Date:

Form 11 Auction Notice

AUCTION NOTICE
<i>Motor Dealers and Repairers Act 2013; section 57</i>
<p><input type="checkbox"/> This vehicle is being sold by an auction conducted by the dealer as agent for the vendor. The dealer does not own the vehicle. By purchasing this vehicle by auction it has no dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i> or consumer guarantee under the <i>Australian Consumer Law</i>. The dealer is not required to repair or make good any defect which may exist or occur in this vehicle. The dealer must deliver to the purchaser, on the delivery of the vehicle, a current inspection report (current date specified at clause 32 (2) (a) of the <i>Road Transport (Vehicle Registration) Regulation 2007</i>).</p> <p><input type="checkbox"/> This vehicle is being sold by an auction conducted by the motor dealer who owns the motor vehicle. By purchasing this vehicle by auction a consumer guarantee as to the acceptable quality of this vehicle is provided under the <i>Australian Consumer Law</i>. In the event of a failure to comply with the consumer guarantee, the purchaser's right to any remedy will depend on whether the failure is related to a major or minor problem with the vehicle sold.</p> <ul style="list-style-type: none"> – Minor problem: where the vehicle purchased can usually be put right within a reasonable timeframe, the dealer can choose between a refund of the purchase price, a replacement of the vehicle or repair of the vehicle. – Major problem: the purchaser can choose between a refund of the purchase price, a replacement of the vehicle or repair of the vehicle.

Form 12 Cooling Off Period Notice

NOTICE FOR COOLING OFF PERIOD FOR VEHICLES PURCHASED THROUGH DEALER FINANCE	
<i>Motor Dealers and Repairers Act 2013; sections 78–87</i>	
YOUR COOLING OFF RIGHTS	
<p>You are signing a contract to buy this vehicle. If finance for the purchase is being provided by the dealer or the dealer is arranging or facilitating the provision of credit through a linked credit provider, you make take advantage of the cooling off period. This is the period in which you may change your mind about buying this vehicle and terminate the sales agreement.</p> <p>You have the right to decide within one business day of signing the contract not to proceed with the purchase and to terminate the sale agreement. You may take this action up until the end of the cooling off period. The period ends at the end of the next business day after you sign the contract that the dealer is open for business until 5pm. If the dealer closes before 5pm on the next day, the cooling off period ends at the close of business on the next day that the dealer is open for business.</p> <p>You may terminate the contract by giving a written notice to the dealer. The notice may be signed by you or by your solicitor or barrister. You will not be able to take possession of the vehicle during the cooling off period unless the dealer agrees. If the dealer has agreed to let you take possession of the vehicle during the cooling off period, you may still terminate the contract.</p> <p>If you terminate the contract during the cooling off period, you will have to pay the dealer \$250 or 2% of the purchase price, whichever is the lesser amount. You will also have to repay the dealer any amount paid for a trade-in. You will also be required to return the vehicle if you have taken delivery of it.</p>	
NO COOLING OFF PERIOD	
There is no cooling off period in respect of:	
<ul style="list-style-type: none">(a) a sale by a motor dealer to another motor dealer, a financier or a motor vehicle recycler,(b) a sale at a bona fide auction,(c) a sale of a vehicle intended to be used predominantly for business or other commercial purposes, or(d) a sale where the provision of credit by a linked credit provider of the motor dealer to the purchaser is not arranged or facilitated by the motor dealer.	
WAIVING YOUR COOLING OFF PERIOD	
You may waive your right to a cooling off period. Should you waive your right to a cooling off period YOU WILL LOSE YOUR RIGHT TO TERMINATE THE SALES AGREEMENT.	
<input type="checkbox"/> I wish to keep my right to a cooling off period	Purchaser's signature Date:
<input type="checkbox"/> I wish to waive my right to a cooling off period	Purchaser's signature Date:

Schedule 3 Penalty notice offences

(Clause 53)

Column 1	Column 2
Provision	Penalty
Offences under the Act	\$
Section 11	5,500
Section 12	5,500
Section 13	5,500
Section 15 (1)	550
Section 16 (1)	330
Section 16 (2)	330
Section 17	330
Section 18 (1)	330
Section 18 (2)	330
Section 19	330
Section 37	330
Section 47 (1)	330
Section 47 (2)	330
Section 48 (1)	330
Section 52	1,100
Section 53	1,100
Section 57 (1)	330
Section 58 (1)	330
Section 59	330
Section 63 (2)	330
Section 63 (3)	330
Section 64	330
Section 97	330
Section 98	330
Section 99	330
Section 100	550
Section 102 (4)	2,200
Offences under this Regulation	
Clause 7	330
Clause 21	330

Schedule 4 Savings and transitional provisions

1 Interpretation

- (1) Words and expressions used in this Schedule have the same meaning as in Schedule 2 to the Act.
- (2) In this Schedule, the *principal Act* means the *Motor Dealers and Repairers Act 2013*.

2 Equivalent tradesperson's certificates

- (1) For the purposes of clause 4 (1) (e) of Schedule 2 to the Act, the class of repair work corresponding to a class of repair work under the 1980 Act (the *corresponding class*), is:
 - (a) for the liquefied petroleum gas mechanics class of repair work under the 1980 Act—the liquefied petroleum gas mechanic class of repair work, and
 - (b) for the natural gas mechanics class of repair work under the 1980 Act—both the liquefied natural gas mechanic and compressed natural gas mechanic classes of repair work, and
 - (c) for the automotive electricians—fixed workshops or automotive electricians—mobile workshops class of repair work under the 1980 Act—the automotive electrician class of repair work, and
 - (d) for the body makers class of repair work under the 1980 Act—the body maker class of repair work, and
 - (e) for the brake mechanics, exhaust repairers or front end specialists class of repair work under the 1980 Act—the underbody work class of repair work, and
 - (f) for the motor cycle mechanics class of repair work under the 1980 Act—the motorcycle mechanic class of repair work, and
 - (g) for the motor mechanics—fixed workshops, motor mechanics—mobile workshops class of repair work under the 1980 Act—the motor mechanic class of repair work, and
 - (h) for the panelbeaters class of repair work under the 1980 Act—the panelbeater class of repair work, and
 - (i) for the transmission specialists class of repair work under the 1980 Act—the transmission specialist class of repair work, and
 - (j) for the vehicle painters—fixed workshops or vehicle painters—mobile workshops class of repair work under the 1980 Act—the vehicle painter class of repair work.
- (2) Despite subclause (1), the holder of a tradesperson's certificate under the 1980 Act, immediately before the repeal of that Act, that does not have a corresponding class or that was subject to a condition or restriction as to the work that may be carried out by the holder, is taken to hold a tradesperson's certificate:
 - (a) that authorises the holder to carry out repair work of the type the holder was authorised to carry out before the repeal of the 1980 Act (and not in respect of the class of repair work specified by subclause (1)), and
 - (b) that may be renewed under the principal Act as if it were a tradesperson's certificate granted under that Act.
- (3) If a person is taken to be the holder of a tradesperson's certificate in the underbody work class of repair work by subclause (1) (e), the tradesperson's certificate is subject to the condition that the person must not undertake work other than work that

the person was authorised to carry out under the tradesperson's certificate that the person held under the 1980 Act.

3 Register of licences to include offences under the 1974 Act or 1980 Act

The particulars of disciplinary action (if any) taken against an existing licence holder, including penalty notices issued or prosecutions (other than any prosecution which does not result in the licence holder being found guilty of an offence) in relation to an offence against the 1974 Act or the 1980 Act (or the regulations under those Acts) are particulars that must be included in the register of licences in respect of a licence that is taken to have been granted to that licence holder by clause 4 of Schedule 2 to the principal Act or this Schedule.

4 Application made before commencement

- (1) The Secretary may deal with any application for a licence made under the 1974 Act or a licence or tradesperson's certificate under the 1980 Act before the commencement of the principal Act as if the relevant Act had not been repealed.
- (2) Schedule 2 to the Act and this Schedule apply to a person who is granted a licence under the 1974 Act or the 1980 Act after the commencement of the principal Act in the same way as it applies to an existing licence holder.

5 Persons disqualified from holding licence under 1974 Act or 1980 Act

- (1) A person who was disqualified from holding a licence or tradesperson's certificate or from being concerned in the direction, management or conduct of a business under either the 1974 Act or the 1980 Act is taken to have been disqualified from holding a licence (of any type) or from being concerned in the direction, management or conduct of a business under the principal Act.
- (2) Any such disqualification from holding a licence under the principal Act ends when the disqualification would have ended had the relevant Act not been repealed.

6 Joint licence holders

- (1) For the purposes of Schedule 2 to the principal Act, if 2 or more persons jointly held a licence granted under the 1980 Act immediately before the repeal of that Act (a *joint licence*), each such person is taken to be a holder of a licence, of the type that was held jointly, until the end of the term for which the licence is taken to have been granted under clause 7.
- (2) A person who was a holder of a joint licence may apply for the renewal of the licence. Such an application must, in addition to any other information that is required to accompany an application for the renewal of a licence, be approved by all of the joint holders of the licence and must nominate one person to be the holder of the licence under the principal Act.

7 Duration of licences held by existing licence holders

- (1) A licence (including a tradesperson's certificate) granted under the 1974 Act or the 1980 Act is taken to have been granted for a term ending on:
 - (a) the date specified in the licence, or
 - (b) if no date is specified in the licence, the date of the first anniversary of the day on which the licence was granted occurring after the commencement of the principal Act.
- (2) The Secretary may, by notice published in the Gazette, specify a date later than the date determined under this clause for the end of the term of a licence or class of licences (being a date not later than the date of the third anniversary of the

commencement of the principal Act) and the licence or class of licences is taken to have been granted for a term ending on the date so specified.

8 References to motor vehicle parts reconstructor's licence

Despite clause 5 (c) of Schedule 2 to the principal Act, in any document a reference to a motor vehicle parts reconstructor's licence under the 1974 Act is taken to be a reference to a motor vehicle recycler's licence granted under the principal Act.

9 Qualifications and experience for tradespersons' certificates

- (1) This clause applies to a person who, on 1 September 2015:
 - (a) was enrolled in a course, or
 - (b) had completed a course, but not yet been awarded a certificate for the completion of the course,if, on the successful completion of the course, the person meets the qualification or experience requirements to be granted a tradesperson's certificate under the 1980 Act as in force immediately before its repeal.
- (2) A person to whom this clause applies is taken to have the qualifications or experience for the grant of a tradesperson's certificate in respect of the corresponding class of repair work under the principal Act.

10 Reference to cancelled licence

- (1) A reference to a licence is taken to include a reference to a licence issued under the 1974 Act or the 1980 Act and cancelled for disciplinary reasons under that Act. Such a licence is taken to have been cancelled under the principal Act.
- (2) A reference to the cancellation of a person's licence in clause 37 of this Regulation includes the cancellation of a licence held by the person under the 1974 Act or the 1980 Act for disciplinary reasons.

11 Display of licences

Until 1 September 2015, the holder of a licence that was issued under the 1974 Act or the 1980 Act is not guilty of an offence under clause 7 (Licence holder to display signs) of this Regulation if the licence holder continues to comply with the display and signage requirements applicable to the licence holder before the commencement of the principal Act.

12 Record keeping requirements

- (1) Until 1 September 2015, a person who was the holder of a licence which was issued under the 1974 Act or the 1980 Act is not guilty of an offence under Section 100 (Registers must be kept by motor dealers, motor vehicle recyclers and motor vehicle repairers) of the principal Act if the licence holder continues to comply with the record keeping requirements applicable to the licence holder before the commencement of the principal Act.
- (2) Until 1 September 2015, the holder of a licence may keep a register that is required to be kept under section 100 of the principal Act by downloading and printing a copy of the form from the website of NSW Fair Trading. The licence holder must keep a copy of each register as if it were a notice book that complied with Part 4 of this Regulation.
- (3) Until 1 September 2015, the holder of a licence is taken to have used a prescribed form if they download and print a copy of the relevant form from the website of NSW Fair Trading.

13 Transitional provision for repairers of trailers and caravans

- (1) The principal Act and this Regulation, in so far as they require a person who carries on the trailer and caravan mechanic class of repair work to hold a licence under the principal Act, do not apply to or in respect of a person who:
 - (a) was not the holder of a licence under the 1974 Act or the 1980 Act immediately before the repeal of those Acts, and
 - (b) immediately before the commencement of the Act, carried out the business of a motor vehicle repairer or the holder of a tradesperson's certificate in the trailer and caravan mechanic class of repair work, and
 - (c) does not carry out repair work other than work within the trailer and caravan mechanic class of repair work, and
 - (d) does not hold a motor vehicle repairer licence under the principal Act.
- (2) Nothing in subclause (1) prevents a person who carries on the trailer and caravan mechanic class of repair work from applying for, or holding, a motor vehicle repairer licence under the principal Act.
- (3) This clause ceases to have effect on 1 September 2015.