



New South Wales

# Motor Dealers and Repairers Amendment (Miscellaneous) Regulation 2017

under the

Motor Dealers and Repairers Act 2013

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

MATTHEW KEAN, MP  
Minister for Innovation and Better Regulation

## Explanatory note

The object of this Regulation is to amend the *Motor Dealers and Repairers Regulation 2014* as follows:

- (a) to provide that the limitation period for the dealer guarantee for a motor vehicle does not include any period in which the dealer has possession or control of the vehicle to assess defects or carry out repairs,
- (b) to prescribe certain offences as penalty notice offences and to increase the penalty notice amount for certain offences under the Act and the Regulation,
- (c) to make minor changes to the content of certain forms under the Act,
- (d) to make other minor or consequential amendments.

This Regulation is made under the *Motor Dealers and Repairers Act 2013*, including sections 6, 26, 62, 63, 70, 81, 82, 100, 158 and 186 (the general regulation-making power).

## **Motor Dealers and Repairers Amendment (Miscellaneous) Regulation 2017**

under the

Motor Dealers and Repairers Act 2013

### **1 Name of Regulation**

This Regulation is the *Motor Dealers and Repairers Amendment (Miscellaneous) Regulation 2017*.

### **2 Commencement**

This Regulation commences on the day on which it is published on the NSW legislation website.

## **Schedule 1      Amendment of Motor Dealers and Repairers Regulation 2014**

**[1] Clause 17 Registers kept in writing**

Omit “towable recreational vehicle” from clause 17 (3) (b) (ii).

Insert instead “trailer or towable recreation vehicle”.

**[2] Clause 17 (3) (b) (ii)**

Omit “Towable Recreation Vehicle”.

Insert instead “Trailers and Towable Recreation Vehicles”.

**[3] Clause 17 (3) (c)**

Omit the paragraph. Insert instead:

- (c) in the case of a register that is required to be kept by a motor vehicle recycler:
  - (i) the Motor Vehicle Recycler’s Register (Form 3), or
  - (ii) in relation to the acquisition or disposal of a whole motor vehicle—the Motor Vehicle Recycler’s Register (Whole Vehicle) (Form 3A).

**[4] Clause 23 Dealer’s notices produced from book**

Omit clause 23 (a). Insert instead:

- (a) each book must include:
  - (i) an original and a duplicate copy of each notice, and
  - (ii) if the book is used for a kind of notice that is required to be attached to the vehicle to which the notice relates, an additional copy of each notice for that purpose,
- (a1) the originals of each notice in a book must be permanently bound together,

**[5] Clause 25 Form of dealer’s notices**

Omit “a towable recreational” from clause 25 (2) (c) (i).

Insert instead “a trailer or towable recreation”.

**[6] Clause 25 (2) (d) (i)**

Omit “a towable recreation”. Insert instead “a trailer or towable recreation”.

**[7] Clause 34 Classes of repair work**

Omit “otherwise than in the course of manufacturing new motor vehicles or repairing motor vehicle bodies” from clause 34 (b).

Insert instead “(otherwise than in the course of manufacturing new motor vehicles) or who repair motor vehicle bodies”.

**[8] Clauses 34 (i) and 35 (a)**

Omit “recreational vehicle” wherever occurring. Insert instead “recreation vehicle”.

**[9] Clause 35 Certain work not repair work**

Insert after clause 35 (c):

- (c1) minor works or repairs that do not affect the mechanical operation of the vehicle, the structure of the vehicle or vehicle safety features (such as impact sensors and airbags), including the following:
  - (i) the installation or replacement of the battery,
  - (ii) the removal or replacement of wheels (but not including the replacement of tyres, wheel alignment or work requiring the disassembly of braking or suspension systems (except for motorcycles)),
  - (iii) the repair and restoration of headlights,
  - (iv) the repair of chips and minor scratches (including filling and repainting),
  - (v) repair of dents (but only repairs using techniques that do not involve cracking or damaging the existing paintwork),
  - (vi) removing parts of a vehicle in preparation for repair work or for the assessment of damage to the vehicle,

**[10] Clause 36 Required qualifications for tradesperson's certificate**

Omit "person has, at any time after the commencement of this clause, held a tradesperson's certificate in respect of that class of repair work." from clause 36 (2).

Insert instead:

person:

- (a) has, at any time after the commencement of this clause, held a tradesperson's certificate in respect of that class of repair work, or
- (b) has a higher education qualification (within the meaning of the *Higher Education Act 2001*) in an area that is relevant to that class of repair work.

**[11] Clause 43 Certain advertisements to identify vehicle**

Insert "or, if the motor vehicle is not a registered vehicle, the stock or entry number," after "registration number".

**[12] Clause 55 Penalty notice offences and penalties**

Omit the clause.

**[13] Clauses 58 and 59**

Insert after clause 57:

**58 Limitation periods for dealer guarantee**

A time limit specified in section 69 of the Act does not include any period in which the motor dealer has possession or control of the motor vehicle concerned (including for the purpose of assessing, repairing or making good any defect in the motor vehicle).

**59 Trailers and towable recreation vehicles exempt from dealer guarantee**

Division 4 (Defects in motor vehicles sold by motor dealers) of Part 4 of the Act does not apply in respect of a trailer or towable recreation vehicle.

**[14] Schedule 2 Forms**

Omit “(if private purchaser at auction also insert driver Licence No.)” from the third column heading of the table under the heading “Details of acquisition” in Form 1.

**[15] Schedule 2, Form 1**

Omit “[MD Licence No.]” from the fourth column heading of the table under the heading “Details of acquisition”.

**[16] Schedule 2, Form 3**

Omit “/fitted” from the note.

**[17] Schedule 2, Form 3A**

Insert after Form 3:

**Form 3A Motor Vehicle Recycler’s Register (Whole Vehicle)**

*Motor Dealers and Repairers Act 2013; section 100*

Details of acquisition			
Date:		Entry number:	
Licensee:		Licence number:	
Make and body type:		Model designation and date of manufacture:	
VIN or chassis number:		Engine number:	
Name and address of person or company from whom vehicle acquired:			
Identification/Licence details:			
Details of disposal			
Prescribed part	Salvage (Yes/No)	Date	Receipt no/Disposal details
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			
Electronic navigation equipment			
Multimedia equipment			
Airbags/air curtains (side impact airbags)			
Alloy wheels			
Seats			
Finaldrive (differential for rear wheel drive vehicle)			
Headlights			

**[18] Schedule 2, Forms 5–12**

Omit the Forms. Insert instead:

<b>FORM 5: MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES</b>		
<i>Motor Dealer's and Repairers Act 2013: Sections 62, 63, 64 and 72.</i>		
Register Number:	Entry Number:	Stock Number:
Form Serial Number:		Date Form Affixed to Vehicle:
<b>1.</b>	<b>DEALER INFORMATION:</b>	
Dealer Name:		Motor Dealer Licence Number:
Dealer Address:		
<b>2.</b>	<b>VEHICLE INFORMATION:</b>	
Date of manufacture (Month & Year):		Cash Price (incl. GST): \$
Make:		Odometer Reading:
Model:		VIN/Chassis number:
Registration no. & expiry date:		Engine number:
This vehicle is, or has been, written off or wrecked:		YES or NO
This vehicle has had significant damage caused by exposure to water:		YES or NO
This vehicle has had major modifications and/or repairs, including the replacement or repair of any of the panels, structural members or components by cutting or welding:		YES or NO
This vehicle has been checked against the Personal Property Securities Register and comes with clear title (insert PPSR Search Number here):		YES or NO
<b>Consumer Acknowledgment:</b>		

<b>3.</b>	<b>DEALER GUARANTEE</b> (Dealer to tick applicable statement from below and consumer to acknowledge):	
	<b>This vehicle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>	
	This motor vehicle is 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 superficial damage to paintwork/upholstery. This guarantee cannot be waived by either party to the sales agreement. The limitation period for the dealer guarantee for this vehicle is 3 months or 5,000 km driven after sale (whichever comes first).	
	<b>Consumer Acknowledgment:</b>	
	<b>This vehicle <u>does not</u> come with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>	
	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 must be supplied at the time of purchase.	
	<b>Consumer Acknowledgment:</b>	
<b>4.</b>	<b>AUSTRALIAN CONSUMER LAW:</b>	
	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.	
<b>5.</b>	<b>IMPORTED SECOND-HAND VEHICLE INFORMATION</b> (Dealer to strike out if not applicable):	
	This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the Consumer Information Notice issued in accordance with the <i>Motor Vehicle Standards Regulation 1989</i> (Cth) is attached.	
<b>6.</b>	<b>SALE INFORMATION</b> (Completed at the time of sale):	
	Date of Sale:	Sale Price (incl. GST):
	Current Odometer Reading:	RMS Inspection Report No. & Issue Date:
	Trade-In Details (incl. Make, Model registration number and VIN):	
	I guarantee that the information in this form is true and accurate to the best of my knowledge and I acknowledge that any incorrect or misleading information in this form may result in a penalty of up to \$2,200.00.	I acknowledge that I have read the information in this form and that it is applicable to the vehicle I am purchasing.
	Dealer or Representative:	Purchaser name and address:
	Signature:	Signature:
	Date:	Date:

<b>FORM 6: MOTOR DEALER'S NOTICE FOR MOTOR VEHICLES—DAMAGED VEHICLE</b>	
<i>Motor Dealer's and Repairers Act 2013: Sections 62, 63, 65 and 72.</i>	
Stock Number:	
Form Serial Number:	Date Form Affixed to Vehicle:
<b>1.</b>	<b>DEALER INFORMATION:</b>
Dealer Name:	Motor Dealer Licence Number:

Dealer Address:	
<b>2.</b>	<b>VEHICLE INFORMATION:</b>
Date of manufacture (Month & Year):	Cash Price (incl. GST): \$
Make:	Odometer Reading:
Model:	VIN/Chassis number:
Registration no. & expiry date:	Engine number:
This vehicle is, or has been, written off or wrecked:	YES or NO
This vehicle has had significant damage caused by exposure to water:	YES or NO
This vehicle has had major modifications and/or repair, including the replacement or repair of any of the panels, structural members or components by cutting or welding:	YES or NO
This vehicle has been checked against the Personal Property Securities Register and comes with clear title (insert PPSR Search Number here):	YES or NO
<b>Consumer Acknowledgment:</b>	
<b>3.</b>	<b>DEALER GUARANTEE</b> (Dealer to tick applicable statement from below and consumer to acknowledge):
	<b>This vehicle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
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 12 months less 1 month for each 2,000 km driven before sale or 20,000 km driven after manufacture (whichever comes first).	
<b>Consumer Acknowledgment:</b>	
	<b>This vehicle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
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, superficial damage to paintwork/upholstery or excluded defects referred to in section four of this notice. This guarantee cannot be waived by either party to the sales agreement. The limitation period for the dealer guarantee for this vehicle is 3 months or 5,000 km driven after sale (whichever comes first).	
<b>Consumer Acknowledgment:</b>	
	<b>This vehicle <u>does not</u> come with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
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 must be supplied at the time of purchase.	
<b>Consumer Acknowledgment:</b>	
<b>4.</b>	<b>GUARANTEE EXCLUSIONS APPLICABLE TO THIS VEHICLE:</b>
Excluded Defects (Continue overleaf if required)	Estimated Fair Cost of Repairing/Making Good Defects
<b>Note:</b> Items that make this vehicle safe to use may not be excluded from a dealer guarantee.	



<b>5.</b>	<b>AUSTRALIAN CONSUMER LAW:</b>	
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.		
<b>6.</b>	<b>SALE INFORMATION</b> (Completed at the time of sale):	
Date of Sale:		Sale Price (incl. GST):
Current Odometer Reading:		RMS Inspection Report No. & Issue Date:
Trade-In Details (incl. Make, Model, reg. no. and VIN):		
I guarantee that the information in this form is true and accurate to the best of my knowledge and I acknowledge that any incorrect or misleading information in this form may result in a penalty of up to \$2,200.00.		I acknowledge that I have read the information in this form and that it is applicable to the vehicle I am purchasing.
Dealer or Representative:		Purchaser name and address:
Signature:		Signature:
Date:		Date:

<b>FORM 7: MOTOR DEALER'S NOTICE FOR MOTOR CYCLES</b>		
<i>Motor Dealer's and Repairers Act 2013: Sections 62, 64 and 72.</i>		
Register Number:	Entry Number:	Stock Number:
Form Serial Number:		Date Form Completed:
<b>1.</b>	<b>DEALER INFORMATION:</b>	
Dealer Name:		Motor Dealer Licence Number:
Dealer Address:		
<b>2.</b>	<b>MOTOR CYCLE INFORMATION:</b>	
Date of manufacture (Month & Year):		Cash Price (incl. GST): \$
Make:		Odometer Reading:
Model:		VIN/Chassis number:
Registration no. & expiry date:		Engine number:
This motor cycle is, or has been, written off or wrecked:		YES or NO
This motor cycle has had significant damage caused by exposure to water:		YES or NO
This motor cycle has had major modifications and/or repairs, including the replacement or repair of any of the panels, structural members or components by cutting or welding:		YES or NO
This motor cycle has been checked against the Personal Property Securities Register and comes with clear title (insert PPSR Search Number here):		YES or NO
<b>Consumer Acknowledgment:</b>		
<b>3.</b>	<b>DEALER GUARANTEE</b> (Dealer to tick applicable statement from below and consumer to acknowledge):	
	<b>This motor cycle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>	

This motor cycle is a second-hand motor cycle (other than a motor cycle of a design that makes it incapable of being registered in this State), less than 5 years old and driven for not more than 30,000 km before sale. 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 does not cover incidental or accidental damage that occurred after the sale of the motor cycle, damage caused by driver misuse/negligence or superficial damage to paintwork/upholstery. This guarantee cannot be waived by either party to the sales agreement. The limitation period for the dealer guarantee for this motor cycle is 3 months or 3,000 km ridden after sale (whichever comes first).

**Consumer Acknowledgment:**

**This motor cycle does not come with a 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 motor cycle. A current inspection report must be supplied at the time of purchase.

**Consumer Acknowledgment:**

**4. AUSTRALIAN CONSUMER LAW:**

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.

**5. IMPORTED SECOND-HAND MOTOR CYCLE INFORMATION (Dealer to strike out if not applicable):**

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 Consumer Information Notice issued in accordance with the *Motor Vehicle Standards Regulation 1989* (Cth) is attached.

**6. SALE INFORMATION (Completed at the time of sale):**

Date of Sale:	Sale Price (incl. GST):
Current Odometer Reading:	RMS Inspection Report No. & Issue Date:
Trade-In Details (incl. Make, Model reg. no. and VIN):	
I guarantee that the information in this form is true and accurate to the best of my knowledge and I acknowledge that any incorrect or misleading information in this form may result in a penalty of up to \$2,200.00.	I acknowledge that I have read the information in this form and that it is applicable to the motor cycle I am purchasing.
Dealer or Representative:	Purchaser name and address:
Signature:	Signature:
Date:	Date:

**FORM 8: MOTOR DEALER'S NOTICE FOR MOTOR CYCLES—DAMAGED VEHICLE**

*Motor Dealer's and Repairers Act 2013: Sections 62, 64, 65 and 72.*

Stock Number:	Form Serial Number:	Date Form Completed:
<b>1. DEALER INFORMATION:</b>		
Dealer Name:	Motor Dealer Licence Number:	
Dealer Address:		
<b>2. MOTOR CYCLE INFORMATION:</b>		
Date of manufacture (Month & Year):	Cash Price (incl. GST): \$	

Make:	Odometer Reading:
Model:	VIN/Chassis number:
Registration no. & expiry date:	Engine number:
This motor cycle is, or has been, written off or wrecked:	YES or NO
This motor cycle has had significant damage caused by exposure to water:	YES or NO
This motor cycle has had major modifications and/or repair, including the replacement or repair of any of the panels, structural members or components by cutting or welding:	YES or NO
This motor cycle has been checked against the Personal Property Securities Register and comes with clear title (insert PPSR Search Number here):	YES or NO
<b>Consumer Acknowledgment:</b>	
<b>3.</b>	<b>DEALER GUARANTEE</b> (Dealer to tick applicable statement from below and consumer to acknowledge):
	<b>This motor cycle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
This motor cycle is a new motor cycle driven less than 7,000 km before sale. The limitation period for the dealer guarantee for this motor cycle is 6 months less 1 month for each 2,000 km driven before sale or 10,000 km driven after manufacture (whichever comes first).	
<b>Consumer Acknowledgment:</b>	
	<b>This motor cycle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
This motor cycle is a new motor cycle driven for more than 7,000 km before sale or a second-hand motor cycle (other than a motor cycle of a design that makes it incapable of being registered in this State) less than 5 years old and driven for not more than 30,000 km before sale. The limitation period for the dealer guarantee for this motor cycle is 3 months or 3,000kms driven after sale (whichever comes first).	
<b>Consumer Acknowledgment:</b>	
	<b>This motor cycle comes with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
This motor cycle is an unregistrable new motor cycle. 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 4 of this notice. This guarantee cannot be waived by either party to the sales agreement. The limitation period for the dealer guarantee for this motor cycle is 3 months or 5,000kms after sale (whichever comes first).	
<b>Consumer Acknowledgment:</b>	
	<b>This motor cycle <u>does not</u> come with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
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 must be supplied at the time of purchase.	
<b>Consumer Acknowledgment:</b>	
<b>4.</b>	<b>GUARANTEE EXCLUSIONS APPLICABLE TO THIS VEHICLE:</b>
<b>Excluded Defects</b> (Continue overleaf if required)	<b>Estimated Fair Cost of Repairing/Making Good Defects</b>

<b>Note:</b> Items that make this vehicle safe to use may not be excluded from a dealer guarantee.	
<b>5.</b>	<b>AUSTRALIAN CONSUMER LAW:</b>
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.	
<b>6.</b>	<b>SALE INFORMATION</b> (Completed at the time of sale):
Date of Sale:	Sale Price (incl. GST):
Current Odometer Reading:	RMS Inspection Report No. & Issue Date:
Trade-In Details (incl. Make, Model, reg. no. and VIN):	
I guarantee that the information in this form is true and accurate to the best of my knowledge and I acknowledge that any incorrect or misleading information in this form may result in a penalty of up to \$2,200.00.	I acknowledge that I have read the information in this form and that it is applicable to the motor cycle I am purchasing.
Dealer or Representative:	Purchaser name and address:
Signature:	Signature:
Date:	Date:

<b>FORM 9: MOTOR DEALER'S NOTICE FOR TRAILERS AND TOWABLE RECREATION VEHICLES</b>		
<i>Motor Dealer's and Repairers Act 2013: Sections 62, 64 and 72.</i>		
Register Number:	Entry Number:	Stock Number:
Form Serial Number:	Date Form Completed:	
<b>1.</b>	<b>DEALER INFORMATION:</b>	
Dealer Name:	Motor Dealer Licence Number:	
Dealer Address:		
<b>2.</b>	<b>VEHICLE INFORMATION:</b>	
Date of manufacture (Month & Year):	Cash Price (incl. GST): \$	
Make:	Tare weight:	
Model:	VIN/Chassis number:	
Registration no. & expiry date:	Inclusions:	
This vehicle is, or has been, written off or wrecked:		YES or NO
This vehicle has had significant damage caused by exposure to water:		YES or NO
This vehicle has had major modifications and/or repair, including the replacement or repair of any of the panels, structural members or components by cutting or welding:		YES or NO
This vehicle has been checked against the Personal Property Securities Register and comes with clear title (insert PPSR Search Number here):		YES or NO
<b>Consumer Acknowledgment:</b>		
<b>3.</b>	<b>DEALER GUARANTEE</b> (Dealer to tick applicable statement from below and consumer to acknowledge):	

	<b>This vehicle <u>does not</u> come with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>	
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 must be supplied at the time of purchase.		
<b>Consumer Acknowledgment:</b>		
<b>4.</b>	<b>AUSTRALIAN CONSUMER LAW:</b>	
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.		
<b>5.</b>	<b>IMPORTED SECOND-HAND VEHICLE INFORMATION</b> (Dealer to strike out if not applicable):	
This is a second-hand vehicle imported by the dealer or purchased by the dealer from a registered importer and a copy of the Consumer Information Notice issued in accordance with the <i>Motor Vehicle Standards Regulation 1989</i> (Cth) is attached.		
<b>6.</b>	<b>SALE INFORMATION</b> (Completed at the time of sale):	
Date of Sale:		Sale Price (incl. GST):
RMS Inspection Report No. & Issue Date:		
Trade-In Details (incl. Make, Model, reg. no. and VIN):		
I guarantee that the information in this form is true and accurate to the best of my knowledge and I acknowledge that any incorrect or misleading information in this form may result in a penalty of up to \$2,200.00.		I acknowledge that I have read the information in this form and that it is applicable to the vehicle I am purchasing.
Dealer or Representative:		Purchaser name and address:
Signature:		Signature:
Date:		Date:

<b>FORM 10: MOTOR DEALER'S NOTICE FOR TRAILERS AND TOWABLE RECREATION VEHICLES—DAMAGED VEHICLE</b>		
<i>Motor Dealer's and Repairers Act 2013: Sections 62, 64, 65 and 72.</i>		
Stock Number:		
Form Serial Number:		Date Form Completed:
<b>1.</b>	<b>DEALER INFORMATION:</b>	
Dealer Name:		Motor Dealer Licence Number:
Dealer Address:		
<b>2.</b>	<b>MOTOR VEHICLE INFORMATION:</b>	
Date of manufacture (Month & Year):		Cash Price (incl. GST): \$
Make:		Tare weight:
Model:		VIN/Chassis number:
Registration no. & expiry date:		Inclusions:
This vehicle is, or has been, written off or wrecked:		YES or NO
This vehicle has had significant damage caused by exposure to water:		YES or NO

This vehicle has had major modifications including the replacement or repair of any of the panels, structural members or components by cutting or welding:	YES or NO
This vehicle has been checked against the Personal Property Securities Register and comes with clear title (insert PPSR Search Number here):	YES or NO

**Consumer Acknowledgment:**

**3. DEALER GUARANTEE**

**This vehicle does not come with a 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 must be supplied at the time of purchase.

**Consumer Acknowledgment:**

**4. GUARANTEE EXCLUSIONS APPLICABLE TO THIS VEHICLE:**

Defect applicable to this vehicle (Continue overleaf if required)	Estimated cost of repairing/making good defects

**Note:** Items that make this vehicle safe to use may not be excluded from a dealer guarantee.

**5. AUSTRALIAN CONSUMER LAW:**

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.

**6. SALE INFORMATION (Completed at the time of sale):**

Date of Sale:	Sale Price (incl. GST):
RMS Inspection Report No. & Issue Date:	
Trade-In Details (incl. Make, Model, reg. no. and VIN):	
I guarantee that the information in this form is true and accurate to the best of my knowledge and I acknowledge that any incorrect or misleading information in this form may result in a penalty of up to \$2,200.00.	I acknowledge that I have read the information in this form and that it is applicable to the vehicle I am purchasing.
Dealer or Representative:	Purchaser name and address:
Signature:	Signature:
Date:	Date:

**FORM 11: AUCTION NOTICE (Dealer to tick applicable statement(s) from below):**

*Motor Dealer's and Repairers Act 2013: Sections 57 and 72*

**VEHICLE INFORMATION:**

Make:	VIN/Chassis number:
Model:	Registration Number:

	<b>This vehicle <u>does not</u> come with a dealer guarantee under the <i>Motor Dealers and Repairers Act 2013</i>.</b>
This vehicle is being sold by an auction conducted by the dealer as agent or consignee 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> . The dealer is not required to repair or make good any defect which may exist or occur in this vehicle. The dealer must give to the purchaser on delivery of the vehicle, a current inspection report.	
	<b>This vehicle <u>does not</u> come with consumer guarantees under the Australian Consumer Law.</b>
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 consumer guarantee under the Australian Consumer Law.	
	<b>This vehicle comes with consumer guarantees under the Australian Consumer Law.</b>
<p>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 Australian Consumer Law. 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> <p>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.</p> <p>Major problem: the purchaser can choose between a refund of the purchase price, a replacement of the vehicle or repair of the vehicle.</p>	

<b>FORM 12: NOTICE FOR COOLING OFF PERIOD FOR VEHICLES PURCHASED THROUGH DEALER FINANCE</b>	
<i>Motor Dealer's and Repairers Act 2013: Sections 81 and 82.</i>	
<b>DEALER INFORMATION:</b>	
Dealer Name:	Motor Dealer Licence Number:
Dealer Address:	
<b>VEHICLE INFORMATION:</b>	
Make:	VIN/Chassis number:
Model:	
<b>CREDIT PROVIDER INFORMATION:</b>	
Name of Credit Provider:	

<b>YOUR COOLING OFF RIGHTS:</b>	
<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 may 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 5pm on the next business day after you sign the contract. If the dealer closes before 5pm on the next business day after you have signed the contract, 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 \$250.00 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>	
<b>NO COOLING OFF PERIOD:</b>	
<p>There is no cooling off period in respect of:</p> <p>(a) a sale by a motor dealer to another motor dealer, a financier or a motor vehicle recycler,</p> <p>(b) a sale at a bona fide auction,</p> <p>(c) a sale of a vehicle intended to be used predominantly for business or other commercial purposes, or</p> <p>(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.</p>	
<b>WAIVING YOUR RIGHT TO A COOLING OFF PERIOD:</b>	
<p>You may waive your right to a cooling off period. Should you waive your right to a cooling off period <b>YOU WILL LOSE YOUR RIGHT TO TERMINATE THE SALES AGREEMENT.</b></p>	
<b>I wish to keep my right to a cooling off period.</b>	
Purchaser's Signature:	Date:
<b>I wish to waive my right to a cooling off period.</b>	
Purchaser's Signature:	Date:

**[19] Schedule 3**

Omit the Schedule. Insert instead:

**Schedule 3 Penalty notice offences**

For the purposes of section 158 of the Act:

- (a) each offence specified in this Schedule is an offence for which a penalty notice may be issued, and
- (b) the amount payable under any such penalty notice is the amount specified in this Schedule for the offence.

<b>Column 1</b>	<b>Column 2</b>
<b>Provision</b>	<b>Penalty</b>
<b>Offences under the Act</b>	
Section 11	\$5,500



<b>Column 1</b>	<b>Column 2</b>
<b>Provision</b>	<b>Penalty</b>
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 49	\$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 83 (1)	\$330
Section 89 (1)	\$330
Section 90	\$330
Section 91	\$330
Section 94	\$330
Section 95 (1)	\$330
Section 97	\$330
Section 98	\$330
Section 99	\$330
Section 100	\$550
Section 102 (4)	\$2,200
Section 103 (4)	\$330
Section 155 (a)	\$330
Section 155 (d)	\$330

<b>Column 1</b>	<b>Column 2</b>
<b>Provision</b>	<b>Penalty</b>
Section 184	\$330
<b>Offences under this Regulation</b>	
Clause 7	\$330
Clause 21	\$330
Clause 30 (1)	\$330
Clause 31 (1)	\$330
Clause 39 (1)	\$330
Clause 40 (1)	\$330
Clause 40 (2)	\$330
Clause 40 (3)	\$330
Clause 43	\$330
Clause 44	\$330
Clause 46 (1)	\$330
Clause 48 (1)	\$330
Clause 48 (2)	\$330

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**[20] Schedule 4 Savings and transitional provisions**

Insert before clause 1:

**Division 1 Interpretation**

**[21] Schedule 4**

Insert after clause 1:

**Division 2 Provisions consequent on enactment of Motor Dealers and Repairers Act 2013**

**[22] Schedule 4**

Insert after clause 13:

**Division 3 Provision consequent on Motor Dealers and Repairers Amendment (Miscellaneous) Regulation 2017**

**14 Continued use of existing forms**

A form set out in Schedule 2, as in force immediately before the commencement of the *Motor Dealers and Repairers Amendment (Miscellaneous) Regulation 2017*, continues to be a prescribed form for the period of 4 months after the commencement of that regulation.