

Form 9—Notice to purchaser

Second-hand Vehicle Dealers Act 1995

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

Part 1

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

Name of purchaser:

Address:

Purchase price: \$

Date of sale:

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

Certificate by auctioneer

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

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

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

Part 2

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

The *Second-hand Vehicle Dealers Act 1995* provides for a duty to repair second-hand vehicles sold for more than \$3 000. (There are some exceptions, but any passenger vehicle with a year of first registration not more than 15 years ago and that has not been driven more than 200 000 km will be covered.)

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

The period during which there is a duty to repair depends on the price you paid for the vehicle. There is a summary of these periods on the other side of this form. If a "defect" appears in the vehicle in the period during which there is a duty to repair, the dealer must arrange for it to be repaired. However, if you fail, without reasonable excuse, to give the dealer proper notice of the defect within that period, or to deliver (or make reasonable efforts to deliver) the vehicle for repair within 5 business days of the end of the period, the dealer may no longer be under a duty to repair the defect.

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

Not every fault is a defect covered by the duty to repair. For example, if there are problems with the paintwork or upholstery that you should have noticed when you inspected the vehicle, these are not covered. Some accessories (for example radios, tape players and air-conditioners) are not covered if the dealer has listed them on the other side of this form.

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

The only way you can give away your warranty rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with regulation 23 of the *Second-hand Vehicle Dealers Regulations 2010*.

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

The Office will assist with any enquiries about your purchase. Check under "Consumer and Business Affairs" in your telephone book for the address and telephone number of the nearest office.

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