Form 7—Auction Notice—Vehicle owned by auctioneer or to be auctioned on behalf of a dealer

Second-hand Vehicle Dealers Act 1995

Part A

The Dealer

Manufacturer and model:
Year of manufacture:
Year of first registration:
Registration No:
Engine No (if not registered):
Odometer reading when the vehicle was acquired from the last owner who was not a dealer (specify miles or kilometres):
To the best of the dealer's knowledge, information and belief, can this odometer reading be regarded as reasonably accurate? (Yes or No)
If not, why not?
To the best of the dealer's knowledge, information and belief, was the vehicle used as a taxi-cab, rental car or hire car by the last owner who was not a dealer? (Yes or No)

The last owner

The last owner of the vehicle who was not a dealer was:

Name:

Address:

Note: If the owner's name and address are not supplied in this form, they are available from the dealer on request.

Note—

Although the auctioneer is required to include the last owner's name and address, or provide this information on request, an auctioneer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

If that owner carried on a vehicle leasing business and let the vehicle on hire to another person pursuant to a vehicle leasing agreement:

Name of that other person (if known):

Address:

[Insert N/A if not applicable]

Note: If the person's name and address are not supplied in this form, they are available from the dealer on request.

The seller

Auctioneer's name:
Business address:

If the vehicle is to be auctioned on behalf of a dealer:

Name in which selling dealer is licensed:

Business address:

[Insert N/A if not applicable]

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

Part B

Duty to repair—Part 4 of the *Second-hand Vehicle Dealers Act 1995*

The following is only a brief summary of the extent of the duty to repair. Full details must be given to a purchaser by the auctioneer at the time of sale (as well as a copy of this notice).

Sale price	Duty to repair
Up to and including $3 000	No duty to repair—but vehicle must be roadworthy at time of sale.
$3 001—$6 000	2 months or 3 000 kilometres, whichever occurs first.
Over $6 000	3 months or 5 000 kilometres, whichever occurs first.

This vehicle cannot be registered until it is converted to right-hand configuration to the standard required by the Registrar of Motor Vehicles, and the seller does not accept a duty to perform that work as part of a duty to repair.
[Strike out if not applicable]

The seller does not accept a duty to repair any defect in the following accessories fitted to this vehicle:

- camping or recreational accessories;
- radio;
- cassette player;
- compact disc player;
- refrigerated air-conditioner;
- sunroof;
- the following accessories:

[The list of additional accessories must not include an accessory originally fitted by the vehicle's manufacturer or produced or approved by the manufacturer for fitting to vehicles of that kind.]

[Strike out any of the above that do not apply]

If the dealer is under a duty to repair a defect in the vehicle, the purchaser must deliver the vehicle—

- to the following agreed place of repair (unless a different address is subsequently agreed); or

- if no place of repair has been agreed on—to any of the following registered premises of the dealer:

[Strike out Part B if not applicable]

Part C

There is no duty to repair this vehicle because *[strike out whichever of the following does not apply]*—

- its year of first registration was more than 15 years ago;

- it has been driven more than 200 000 kilometres.

[Strike out Part C if not applicable]