

1991—No. 10

MOTOR DEALERS ACT 1974—REGULATION

(Relating to proceedings for offences, warranties and forms)

NEW SOUTH WALES



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HIS Excellency the Governor, with the advice of the Executive Council, and in pursuance of the Motor Dealers Act 1974, has been pleased to make the Regulation set forth hereunder.

G. B. PEACOCKE
Minister for Business and Consumer Affairs.

Commencement

1. Clause 2 (b) and (c) commence on 1 March 1991.

Amendments

2. The Motor Dealers Regulation 1986 is amended:
 - (a) by omitting clause 45 (b) and by inserting instead the following paragraph:
 - (b) the persons holding the following positions in Business and Consumer Affairs:
 - Managing Director.
 - Director, Trading Standards.
 - Deputy Director, Legal and Policy.
 - (b) by inserting after clause 45 the following clause:

Amendment of Schedule 1 to the Act—variation of warranty for certain motor cycles

44. In pursuance of section 27 of the Act, item 8 in Schedule 1 to the Act is amended by omitting the words "sold at a cash price of or over \$1,500" and by inserting instead the words "that has been driven for not more than 30,000 km and was manufactured not more than 5 years before the time it is sold by dealer".

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(c) by omitting Forms 3 and 5 in Schedule 1 to the Regulation and by inserting instead the following forms:

BUSINESS AND
CONSUMER AFFAIRS

FORM 3
MOTOR DEALERSACT 1974

C _____
REGISTER DETAILS:

BOOK NO. _____

ENTRY NO. _____

DEALERS NOTICE (MOTOR CYCLES)

(To be completed and delivered to purchaser at or before the time of sale)

DEALER		LICENCE No.	
FULL BUSINESS ADDRESS (No.) (Street) (Suburb/Town/City)			
Make of Cycle		VIN or Frame No.	
Model Designation/ Date of Manufacture		Distance Travelled	_____ mls/km
Engine No.		Date of Expiry of Registration	____ / ____ /19
CASH PRICE \$		Registration No.	

DETAILS OF SALE

Cash price at which cycle sold		Odometer reading at time of sale	_____ mls/km
Serial No. of Inspection Report (RTA) (where applicable)		Date of Issue of Report	____ / ____ /19
Purchaser's Full Name			
Purchaser's Address			
Trade-in (if any) (Description)	(Regn. No.)	Trade-in Allowance \$	
Purchaser's Signature			Date of Sale ____ / ____ /19
Name (print) and signature of Dealer Agent or Employee effecting Sale			

Receipt C _____

Received the sum of	\$ _____	by Cash
Being for		Cheque

DETAILS OF TRADE-IN

Trade Allowance \$		Reg. Expiry Date:-
Make		Reg. No.
Engine No.		Frame No.
Odometer Reading	_____ mls/km	Model Designation/ Date of Manufacture

WARRANTY

- New cycles complying with Australian Design Rules - 6 months or 10,000 km (whichever first occurs).
- New cycles not complying with Australian Design Rules - 3 months or 5,000 km (whichever first occurs).
- Second-hand cycles not more than 5 years old and not having travelled more than 30,000 km - 3 months or 3,000 km (whichever first occurs).
- Second-hand cycles 6 or more years old or having travelled more than 30,000 km - NO WARRANTY but dealer must deliver to purchaser an Inspection Report issued under the Traffic Act 1909, which has been issued not more than one month before the date of sale (unless renewal of registration of the cycle was effected within a month preceding the date of sale) stating that the cycle is roadworthy.
- No warranty on second-hand trail bikes or second-hand motor cycles that do not comply with the relevant Australian Design Rules.
- The dealer is obliged to repair or make good any defect existing in the cycle at the time of sale or occurring within the warranty period so as to place the cycle in a reasonable condition having regard to its age.
- Excluded from this warranty are defects in tyres, chains, sprockets and batteries, superficial damage to paintwork/upholstery, accidental damage occurring after the sale of the cycle and defects arising from rider misuse/negligence or use in competitive racing.
- NOTE: A person cannot without the prior consent in writing of the Commissioner, forego any right with regard to warranty. Any attempt to forego these rights without that consent is of no effect.
- **THE DEALER MUST BE GIVEN FIRST OPPORTUNITY TO ARRANGE WARRANTY REPAIRS**

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BUSINESS AND
CONSUMER AFFAIRS**FORM 5**
MOTOR DEALERS ACT 1974E _____
REGISTER DETAILS:
BOOK NO. _____
ENTRY NO. _____**DEALERS NOTICE (MOTOR CYCLES) - EXCLUDED DEFECTS**
(To be completed and delivered to purchaser at or before the time of sale)

DEALER		LICENCE No.
FULL BUSINESS ADDRESS		(Suburb/Town/City)
(No.)	(Street)	
Make of Cycle	Frame No.	
Model Designation/ Date of Manufacture	Distance Travelled	_____ mls/km
Engine No.	Date of Expiry of Registration	/ /19
CASH PRICE \$	Registration No.	

DETAILS OF SALE

Price at which cycle sold	Odometer reading at time of sale	_____ mls/km
Serial No. of Inspection Report (RTA) (where applicable)	Date of Issue of Report	/ /19
Purchaser's Full Name		
Purchaser's Address		
Trade-in (if any)	(Description)	(Regn. No.)
		Trade-in Allice. \$
Purchaser's Signature		Date of Sale / /19
Name (print) and signature of Dealer Agent or Employee effecting Sale		

WARRANTY EXCLUSIONS**I ACKNOWLEDGE THAT THE DEFECTS SHOWN BELOW ARE EXCLUDED FROM WARRANTY PROVISIONS OF THE MOTOR DEALERS ACT. (ANY ANNEXURES MUST ALSO BE SIGNED).**

Signature of Purchaser

Excluded Defects	Estimated fair cost of repair or making good defects

NOTE: ROADWORTHINESS ITEMS MAY NOT BE EXCLUDED FROM WARRANTY

Name (print) & signature of Motor Mechanic MVRIC Certificate No.
(If there is insufficient space an annexure may be made to this notice provided a reference is made to the annexure in this notice and the annexure is signed by the motor mechanic.)
The cost of repairs to the extent of the estimate shown for each defect is the responsibility of the purchaser. The dealer is only obliged to (1) repair or make good unlisted defects, or (2) pay the difference where the fair cost of repairing or making good a listed defect estimated by the dealer is less than the fair cost of then repairing or making good that defect.

WARRANTY

- **Second-hand cycles not more than 5 years old and not having travelled more than 30,000 km - 3 months or 3,000 km (whichever first occurs).**
- The dealer must deliver to the purchaser an Inspection Report issued under the Traffic Act 1909, which has been issued not more than one month before the date of sale (unless renewal of registration of the cycle was effected within a month preceding the date of sale) stating that the cycle is roadworthy.
- No warranty on second-hand trail bikes or second-hand motor cycles that do not comply with the relevant Australian Design Rules.
- The dealer is obliged to repair or make good any defect existing in the cycle at the time of sale or occurring within the warranty period so as to place the cycle in a reasonable condition having regard to its age.
- Excluded from this warranty are defects in tyres, chains, sprockets and batteries, superficial damage to paintwork/upholstery, accidental damage occurring after the sale of the cycle and defects arising from rider misuse/negligence or use in competitive racing.
- NOTE: A person cannot without the prior consent in writing of the Commissioner, forego any right with regard to warranty. Any attempt to forego these rights without that consent is of no effect.
- **THE DEALER MUST BE GIVEN FIRST OPPORTUNITY TO ARRANGE WARRANTY REPAIRS**

EXPLANATORY NOTE

The object of this Regulation is:

- (a) to prescribe officers who can authorise persons to take and prosecute proceedings for an offence against the Motor Dealers Act 1974 or the regulations under that Act; and
 - (b) by amending Schedule 1 to the Motor Dealers Act 1974, to require a dealer, in certain circumstances, to repair defects in a second-hand motor cycle that has been driven for not more than 30,000 km and was manufactured not more than 5 years before its sale by the dealer (in substitution for a warranty based on the sale price of the motor cycle); and
 - (c) to replace forms concerning warranties and excluded defects with respect to motor cycles.
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