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PART 1—PRELIMINARY

1 Objective
The objective of these Regulations is to prescribe exemptions, forms, fees, prohibited conduct, agreements, matters relating to warranties and other matters under the Motor Car Traders Act 1986.

2 Authorising provision
These Regulations are made under section 90 of the Motor Car Traders Act 1986.

3 Commencement
These Regulations come into operation on 1 December 2008.

4 Revocation
The Motor Car Traders Regulations 1998¹ are revoked.

5 Definitions
(1) In these Regulations—

motor cycle has the same meaning as in the Road Safety Act 1986;

publish means to make generally known by any means, including by means of print, broadcast or electronic communication;
relevant financial interest, in relation to a business, means—

(a) any share in the capital of the business; or

(b) any entitlement to receive any income derived from the business; or

(c) any entitlement to receive any payment as a result of money advanced to the business;

relevant position, in relation to a business, means the position of director, manager or other executive position or secretary, however that position is designated;

relevant power, in relation to a business, means any power, whether exercisable by voting or otherwise and whether exercisable alone or in association with others—

(a) to participate in any directorial, managerial or executive decision in the business; or

(b) to elect or appoint any person to any relevant position in the business;

the Act means the Motor Car Traders Act 1986;

truck has the same meaning as in the Road Safety Act 1986.

(2) A reference in these Regulations to a form is a reference to a form in Schedule 1.

(3) A reference in these Regulations to a section is a reference to a section of the Act.
(4) For the purposes of these Regulations, businesses are associated if—

(a) they are carried on by the same person; or

(b) one business is carried on by a person and the other business is carried on by a person who is—

   (i) a spouse or domestic partner of that person; or

   (ii) a business partner of that person; or

   (iii) directly receiving any income derived from the business carried on by the other; or

(c) one business is carried on by a body corporate and the other business is carried on by a person who—

   (i) is a director or secretary of the body corporate or a spouse or domestic partner of such a director or secretary; or

   (ii) holds or will hold any relevant financial interest, or is or will be entitled to exercise any relevant power (whether in the person's own right or on behalf of any other person), in the business of the body corporate under which the person is able or will be able to exercise a significant influence over or with respect to the management or operation of that business; or

   (iii) holds or will hold any relevant position (whether in the person's own right or on behalf of any other person) in the business of the body corporate; or
(iv) is a related body corporate within the meaning of section 9 of the Corporations Act or a director or secretary, or a spouse or domestic partner of a director or secretary, of a related body corporate.

6 Exemptions

(1) The following classes of sales are exempt from the operation of the Act—

(a) the sale at a public auction of a motor car owned or used by a council within the meaning of the Local Government Act 1989;

(b) the sale at a public auction of a motor car owned by the executor or administrator of the estate of a deceased person;

(c) the sale at a public auction of a motor car—

(i) that at the time of the auction is damaged, if the reasonable cost to repair the damage would be more than $4000 or exceed the value of the motor car; and

(ii) that is owned by a person who carries on the business of insuring motor cars if the motor car is sold in the course of that business.

(2) Sales at public auction of damaged motor cars, recovered stolen motor cars and trucks are exempt from the operation of section 50G(1)(b) of the Act.

(3) Sales of damaged motor cars, recovered stolen motor cars and trucks are not exempt for the purposes of subregulation 2 if the car or truck is owned by the auction business or by an associated business.
(4) James Equipment Pty Ltd ACN 120 745 851 is exempt from the operation of the Act.
PART 2—FORMS

7 Prescribed sign

A notice under section 34 must be in the form of and contain the particulars set out in Form 1.

8 Dealings book

(1) For the purposes of section 35(1), the prescribed form of the dealings book is Form 2.

(2) For the purposes of section 35(2)(a)—

(a) the prescribed matters required to be entered in the dealings book at the time of purchase or acquisition by way of exchange of a used motor car or at the time of receiving a used motor car into custody or possession for the purpose of sale or exchange are set out in Form 2 under the heading "ACQUISITION DETAILS";

(b) the prescribed matters required to be entered in the dealings book at the time of sale or disposal by way of exchange of a used motor car are set out in Form 2 under the heading "DISPOSAL DETAILS".

(3) For the purposes of section 35(8)(a)—

(a) a paper document identifies, in relation to the motor car specified in that document, the name and address of the person from whom the motor car is acquired—

(i) if the motor car is acquired from a natural person, if it contains the full name and residential address of that person;
(ii) if the motor car is acquired from a business, if it contains the name, address of the principal place of business and the Australian Business Number of that business; or

(b) if a used motor car is acquired at auction, a paper document identifies, in relation to the motor car specified in that document, the name and address of the auctioneer if it contains the name, address of the principal place of business and the Australian Business Number of the auction business.

(4) For the purposes of subregulation (3), a motor car is specified in a paper document if it records—

(a) the registration number of the motor car; or

(b) the trader's stock number; or

(c) the vehicle identification number, engine number or the chassis number of the motor car.

(5) For the purposes of section 35(8)(b), the dealings book identifies a paper document in relation to a transaction in the prescribed manner if—

(a) the paper document records—

(i) the registration number of the motor car; or

(ii) the trader's stock number; or

(iii) the vehicle identification number, engine number or the chassis number of the motor car; and

(b) that number is recorded in the dealings book.
(6) For the purposes of sections 35(8)(a) and 35(9)(b), a paper document is signed as prescribed—

(a) if the motor car is acquired from a natural person, if it is signed by that person;

(b) if the motor car is acquired from a business, if it is signed by a person authorised to sign on behalf of that business;

(c) if the motor car is acquired at auction, if it is signed by a person authorised to sign on behalf of the auction business.

(7) In this regulation auction business, in relation to a used motor car, means the business selling, or offering to sell, the motor car by auction in the course of its business.

9 Declaration of eligibility of potential employees

For the purposes of section 35A(3) the prescribed form of the notice is Form 3.

10 Notice and abandonment of right to cool off

(1) For the purposes of section 43(1B), the form advising of the right to terminate an agreement and acknowledging that the right to terminate an agreement no longer applies is Form 4.

(2) Form 4 must be printed or typed in black letters against a white background in at least 12 point type and must contain the statements "SUMMARY", "YOUR RIGHT TO COOL OFF", "DETAILS OF CAR", "PENALTY IF YOU ELECT TO COOL-OFF ON THIS CAR PURCHASE" and "WAIVING YOUR COOLING-OFF RIGHTS" printed or typed in red in point type at least three times larger than the point type otherwise appearing in the document.

(3) Form 4 must not be attached to, or incorporated with, any other document.
(4) Despite subregulation (2), the details to be entered in Form 4 regarding the make, model, registration, engine or other identifying number of the vehicle, the identity of the selling trader and the date that the purchaser signed the form, need not be printed or typed provided that they are clearly legible.

11 Forms of notice to be displayed on used vehicles

(1) For the purposes of sections 52(1) and 52(2)(g), the notice to be attached to a used motor car (other than a motor cycle) which is offered or displayed for sale must be in the form of and contain the particulars set out in—

   (a) Form 5, if the motor car is subject to the statutory warranty under section 54; or

   (b) Form 6, if the motor car is not subject to the statutory warranty under section 54.

(2) For the purposes of sections 52(1) and 52(2)(g), the notice to be attached to a used motor car that is a motor cycle which is offered or displayed for sale must be in the form of and contain the particulars set out in Form 7.

(3) A notice under subregulation (1) or (2)—

   (a) must be printed or typed in black against a white background clearly and legibly and in point type no smaller than 7 point type;

   (b) if it contains any advertisement, must place the advertisement within a black border and set the advertisement out under the heading "ADVERTISEMENT" printed or typed in black in point type at least twice as large as the largest point type otherwise appearing within the border; and

   (c) must not be attached to, or incorporated with, any other document.
Motor Car Traders Regulations 2008
S.R. No. 144/2008
Part 2—Forms

(4) Form 5 must—

(a) contain the statement "WITH STATUTORY WARRANTY" printed or typed in red in point type at least twice the size of the point type otherwise appearing in the document, apart from the statement referred to in paragraph (b); and

(b) contain the statement "under section 54 of the Motor Car Traders Act 1986" printed or typed in point type at least one and a half times the size of the point type otherwise appearing in the document apart from the statement referred to in paragraph (a).

(5) Forms 6 and 7 must contain the statements—

(a) "NOT COVERED", where first occurring, printed or typed in red in point type at least twice the size of the point type otherwise appearing in the document, apart from the statements referred to in paragraph (b); and

(b) "BY STATUTORY WARRANTY" and "under section 54 of the Motor Car Traders Act 1986" printed or typed in red in point type at least one and a half times the point type otherwise appearing in the document, apart from the statement referred to in paragraph (a).

(6) The final section of text in Forms 5, 6 and 7 titled "IMPORTANT INFORMATION" may be printed or typed on the rear of the notice, and if this is done, the words "IMPORTANT INFORMATION OVERLEAF" must appear on the front of the notice.
Part 2—Forms

(7) Despite subregulation (3)(a), the details to be entered in items A to I in Forms 5 and 6 and items A to J in Form 7 and the trader's licence number, need not be printed or typed provided that they are clearly legible.

12 Form of notice of absence of warranty

(1) For the purposes of section 54(2C), the form of the notice to be attached to a motor car other than a motor cycle is Form 6.

(2) For the purposes of section 54(2C), the form of the notice to be attached to a motor cycle is Form 7.

13 Form of defect notice

For the purposes of section 55, the form of a notice relating to a defect in a used motor car is Form 8.

14 Statement verifying document to inspector

For the purposes of section 82AA(1B), a prescribed statement verifying that a document provided to an inspector is a true record of the dealings book is to be in the form set out in Form 9 in Schedule 1.

15 Inspectors' powers forms

The form for the embargo notice under section 82AM(1) of the Act is Form 10 in Schedule 1.
PART 3—FEES

16 Fees

For the purposes of the Act, the fees are those set out in Schedule 2.
PART 4—CONDUCT BY MOTOR CAR TRADERS

17 Prescribed changes in relation to licensee

For the purposes of section 20, it is a prescribed change if—

(a) a licensee ceases to carry on business as a motor car trader under a name authorised under a licence;

(b) a licensee commences carrying on business as a motor car trader under a name or names in addition to or in substitution for the name of the licensee;

(c) a licensee changes the business address or telephone number of any premises from which a motor car trading business is conducted;

(d) a licensee changes the address of any Internet site maintained by the licensee for the purpose of the motor car trading business.

18 Trader to supervise servants and agents

A motor car trader must supervise and control each servant and agent of the trader, so as to ensure that the provisions of the Act and these Regulations are complied with.

Penalty: 10 penalty units.

19 Advertisements

(1) A motor car trader, or a servant or agent of the trader, who publishes or causes to be published an advertisement or statement in relation to the trader's business of trading in motor cars must—

(a) include in the advertisement or statement the letters "LMCT" followed by the licence number of the motor car trader; and
(b) if the advertisement or statement is presented in visual form, the letters "LMCT" and the licence number must be—

(i) printed or typed clearly and legibly; and;

(ii) except where comprised within a business logo of the trader appearing in the advertisement or statement, in point type no smaller than the smallest point type otherwise appearing in the advertisement or statement or 5 point type, whichever is the larger.

Penalty: 10 penalty units.

(2) If a motor car trader, or a servant or agent of the trader, publishes or causes to be published an advertisement offering a used motor car for sale, the person must include the following information in the advertisement in at least 4 point type—

(a) the cash price of the motor car followed by the statement "not including stamp duty and transfer fees";

(b) if the motor car is registered, the registration number;

(c) if the motor car is unregistered—

(i) the engine number of the vehicle; or

(ii) the chassis number of the vehicle; or

(iii) the vehicle identification number; or

(iv) the registration number (if any) last assigned to the vehicle; or

(v) if none of those numbers is reasonably ascertainable, any other number by which the vehicle may be identified.

Penalty: 10 penalty units.
(3) Subregulations (2)(b) and 2(c) do not apply if the motor car trader, servant or agent publishes or causes to be published an advertisement on television, movie film, radio or in any other electronic and broadcast communication offering for sale a batch of six or more used motor cars of the same model.

(4) If a person (other than a motor car trader or a servant or an agent of a motor car trader) publishes or causes to be published an advertisement offering a used motor car for sale in a newspaper generally circulating in the whole or any part of Victoria or in a motor car specialist magazine generally circulating in the whole of Victoria, the person must include the following information in the advertisement—

(a) the cash price of the motor car;
(b) if the motor car is registered, the registration number; or
(c) if the motor car is unregistered—
   (i) the engine number of the vehicle; or
   (ii) the chassis number of the vehicle; or
   (iii) the vehicle identification number; or
   (iv) the registration number (if any) last assigned to the vehicle; or
   (v) if none of those numbers is reasonably ascertainable, any other number by which the vehicle may be identified.

Penalty: 10 penalty units.

(5) Subregulations (2)(a) and (4)(a) do not apply in relation to a used motor car being advertised for sale by auction.
(6) Subregulations (2)(b), 2(c), (4)(b) and 4(c) do not apply in relation to a used motor car being advertised for sale by auction if the details required by those paragraphs are provided in writing on request to persons attending the auction.

(7) A used motor car is not to be regarded as being advertised for sale by auction for the purposes of subregulation (5) or (6) if—

(a) the motor car is owned by the auction business or by an associated business; or

(b) the motor car is available for purchase before the auction.

(8) In this regulation—

auction means—

(a) public auction; or

(b) an auction at which only licensed motor car traders or persons acting on their behalf may bid;

auction business, in relation to a used motor car, means the business selling, or offering to sell, the motor car by auction in the course of its business.

20 Amount of dealer charges to be shown

(1) A motor car trader (other than a manufacturer) who includes in an advertisement a statement of the price of a new motor car and a reference to other amounts which a purchaser must pay, must in respect of any dealer's charge, specify the actual amount of the charge.

Penalty: 10 penalty units.
(2) In subregulation (1), *dealer’s charge* means any amount other than the cash price of the car and an amount which the purchaser is required by law to pay to the State or the Commonwealth or to a statutory authority of the State or the Commonwealth.

21 Deposit given before tests to be returned

(1) If a person—

(a) deposits with a motor car trader money or something of value and takes possession of a motor car for the purpose of a driving trial or an examination or test; and

(b) subsequently returns the motor car and does not enter into an agreement to purchase it—

the motor car trader must refund or return the money or valuable thing to the person immediately on demand.

Penalty: 10 penalty units.

(2) If a purchaser—

(a) enters into a conditional agreement with a motor car trader to purchase a motor car; and

(b) deposits with the motor car trader money or something of value prior to a driving trial or an examination or test; and

(c) subsequently does not continue with the agreement—

the motor car trader must refund or return the money or valuable thing to the purchaser immediately on demand.

Penalty: 10 penalty units.
PART 5—AGREEMENTS AND WARRANTIES

22 Prescribed conditions

(1) For the purposes of section 41, the prescribed particulars, terms and conditions of an agreement for the sale of a used motor car by a motor car trader are set out in Schedule 3.

(2) For the purposes of section 42, the prescribed particulars to be contained in the agreement for the sale of a new motor car by a motor car trader are set out in Schedule 4.

23 Terms relating to certain matters to be in sale agreement

If a motor car trader enters into an agreement for the sale of a used motor car and agrees as part of the agreement—

(a) to have defects in the motor car repaired or made good; or

(b) to supply and fit any part or accessory to the motor car; or

(c) to register or re-register the motor car or in any other respect to pay an amount or make an arrangement regarding the registration, duty or insurance relating to the motor car—

the motor car trader must ensure that the terms of the agreement as to that matter are set out in writing in the agreement.

Penalty: 10 penalty units.
24 Warranties

For the purposes of section 54(4)(d), the prescribed accessories are the following—

(a) radios;
(b) cassette players;
(c) compact disc players;
(d) telephones and in-car telephone kits;
(e) car aerials;
(f) clocks;
(g) cigarette lighters;
(h) body hardware which is not standard to the motor car;
(i) power outlets, including cigarette lighter sockets;
(j) tools other than jacks and wheel braces;
(k) light globes;
(l) sealed beam lights;
(m) fog lights which are not standard to the motor car;
(n) alarms which are not standard to the motor car;
(o) digital video disc players and video display panels;
(p) MP3 and MP4 players and docks;
(q) global positioning systems and satellite navigation systems;
(r) other computerised navigation systems;
(s) keyless entry systems and remote key pads that are not standard to the motor car.
25 Maximum payment on a claim

For the purposes of section 77(4), the prescribed amount is $40 000.

26 Retention of records

For the purposes of section 83A(3), the documents to be retained for at least 7 years are—

(a) agreement for sale of a used motor car;
(b) agreement for sale of a new motor car;
(c) agreement for exchange of motor car;
(d) extended warranty documents;
(e) police checks given to the trader by persons employed in a customer service capacity;
(f) Forms 2, 3, 4, 5, 6, 7 and 8.

27 Copies of agreements etc.

For the purposes of section 83C(1), copies of all documents listed in regulation 26 which are relevant to the transaction must be given to the person who buys, sells or exchanges a motor car, except Form 2.

28 Infringement notices and infringement penalties

(1) For the purposes of section 82D(1) of the Act, an offence against a section of the Act or a regulation set out in column 1 of Schedule 5 is specified as an offence in respect of which an infringement notice may be issued.
(2) For the purposes of section 82D(3) of the Act, the prescribed infringement penalty for an offence set out in column 1 of Schedule 5 is the relevant infringement penalty set out in column 2 of Schedule 5 in respect of that offence.
SCHEDULES

SCHEDULE 1

FORMS

FORM 1

Regulation 7

Motor Car Traders Act 1986

PRESCRIBED SIGN

LICENSED MOTOR CAR TRADER or (LMCT)

(insert licensee's licence number)
FORM 2

Regulation 8

Motor Car Traders Act 1986

DEALINGS BOOK

ACQUISITION DETAILS

Registration Number or, if unregistered, Trader's Stock Number

Make/model

Type of vehicle

Year first registered

Built date if it appears on the vehicle

Compliance date

Vehicle identification/engine no on Registration Label or chassis number

Date of acquisition

Odometer reading

*Name and address of person from whom vehicle acquired

*Name and address of auction business from which vehicle acquired or received

Security interest (if any) held by

Security interest (if any) amount paid out in discharge

Date security interest paid (if any)

*Signature of person from whom vehicle acquired

*Signature of person authorised to sign on behalf of the auction business from which vehicle acquired or received

*(delete whichever is inapplicable)
DISPOSAL DETAILS

Sold to (name and address)
Date of delivery
Odometer reading
Roadworthiness certificate
— Certificate number
— Certificate date
Date notice of acquisition sent to
Roads Corporation
Date notice of disposal sent to
Roads Corporation
Date registration cancelled and plates returned (if applicable)
FORM 3

Motor Car Traders Act 1986

NOTICE TO MOTOR CAR TRADER BY PROSPECTIVE PERSON EMPLOYED IN A CUSTOMER SERVICE CAPACITY

Declaration of Eligibility to be Employed in a Customer Service Capacity

I,

(Insert name of person to be employed)

of

(Insert residential address of person to be employed)

declare that I—

(*delete whichever is not applicable)

(a) *have/*have not had a claim admitted against the Motor Car Traders' Guarantee Fund (note: see paragraph (c) below); and

(b) *am/*am not or *was/*was not a partner or director of, or person concerned in the management of, a partnership or body corporate that has had a claim admitted against the Motor Car Traders' Guarantee Fund in relation to an act or omission that occurred at a time I was a partner or director of, or a person involved in the management of, the partnership or body corporate (note: see paragraph (c) below); and

(c) *have/*have not obtained permission under section 29A of the Motor Car Traders Act 1986 in relation to a claim or claims referred to in paragraphs (a) and (b) above; and

Please specify further details of permission obtained:

(d) *have/*have not, within the last 10 years, been found guilty or convicted of, a disqualifying or serious offence involving fraud, dishonesty, drug trafficking or violence (whether or not a conviction was recorded) (note: see paragraph (e) below); and
(e) have not obtained permission under section 29B of the Motor Car Traders Act 1986 in relation to an offence involving fraud, dishonesty, drug trafficking or violence referred to in paragraph (d) above; and

Please specify further details of permission obtained:

(f) am not for the time being disqualified from holding a motor car trader's licence; and

(g) am not for the time being disqualified from being employed in any capacity in connection with the business of a motor car trader (regardless of whether or not motor car traders are referred to by that name in the relevant jurisdiction)

(Signature of proposed employee making the declaration)

(Print full name)

(Date)

Note: Under section 84A of the Motor Car Traders Act 1986 it is an offence punishable by a fine of 50 penalty units to make a false or misleading statement or omission in this declaration. Under section 35A of the Motor Car Traders Act 1986, a motor car trader must receive a completed declaration from a person before that person is employed in a customer service capacity by the trader. Also, under section 35A, a person is disqualified from being employed in a customer service capacity by a motor car trader unless the person gives the trader a police check of one of the two kinds specified in section 35A. The police check and the Form 3 must be retained for at least 7 years, as they are prescribed documents under regulation 26.
FORM 4

Regulation 10

Motor Car Traders Act 1986

COOLING-OFF RIGHTS AND WAIVING YOUR COOLING-OFF RIGHTS

YOUR RIGHT TO COOL OFF

There is a cooling-off period for all car sales (including motorcycle sales), except for commercial vehicles, vehicles sold to a motor car trader and any vehicle sold to a body corporate.

The cooling-off period will terminate three clear days after the purchaser signs the agreement for the sale of a motor car or immediately if the purchaser during the cooling-off period and immediately before delivery signs a waiver. Clear days do not include weekends or public holidays.

If you cool off and terminate the agreement for the sale of the car, there is a penalty. That is, the motor car trader will keep some of your money. The amount that the trader will keep depends on the type of sale. (Trader to tick relevant box based on type of sale.)

☐ The penalty for terminating a new car sale is $400 or 2 per cent of the purchase price (whichever is greater) where this is not an off-trade premises sale.

☐ The penalty for terminating an "off-trade-premises" sale of a new car is $100 or 1 per cent of the purchase price (whichever is greater). An "off-trade-premises" sale is one in which you agree to purchase the car while you are at home or at your workplace and you did not ask for the agreement to be signed at your home or workplace.

☐ The penalty for terminating a used car sale is $100 or 1 per cent of the purchase price (whichever is greater).

DETAILS OF CAR

Make and model of motor car:
Registration No.:

If unregistered—engine number or chassis number or vehicle identification number or registration number (if any) last assigned to the vehicle or, if none of those numbers are reasonably ascertainable, any other number by which the vehicle may be identified.

Selling trader:
PENALTY IF YOU ELECT TO COOL OFF ON THIS CAR PURCHASE

The penalty that would apply if you cool off on this car sale would be $ (Trader to enter relevant amount based on purchase price and type of sale.)

NOTE: A copy of this form is to be given to the customer whether the customer signs it or not, and the trader will retain a copy of the form if the customer signs the waiver.

WAIVING YOUR COOLING-OFF RIGHTS

1. I have agreed to buy this vehicle.

2. I know that the Motor Car Traders Act 1986 gives me the right to decide within 3 days not to go ahead with the purchase and to cancel the sale agreement. This reference to 3 days means 3 clear days not including Saturdays, Sundays or days that are wholly or partly observed as Victorian public holidays.

3. I know that if I sign this form immediately before accepting delivery of the vehicle, I WILL LOSE MY RIGHT TO CANCEL THE SALE AGREEMENT.

Purchaser's signature: Date:

______________________________
FORM 5

Motor Car Traders Act 1986

WITH STATUTORY WARRANTY

under section 54 of the Motor Car Traders Act 1986

Particulars of a Used Motor Car offered for Sale, required in accordance with section 52(1) of the Motor Car Traders Act 1986

A. Name and business address of the current owner of the motor car.

B. If the owner of the motor car is a motor car trader or special trader—
   (i) if the last owner of the motor car was neither a motor car trader nor a special trader, the words "name and address is available upon request"; and
   (ii) if the last owner of the motor car was a motor car trader or a special trader, the name and business address of the motor car trader or special trader.

C. If the motor car is equipped with an odometer, the distance travelled by the motor car trader in the dealings book when the trader acquired the motor car or received custody or possession of the motor car for the purpose of sale (as the case may be).

D. Except in the case of a motor car offered or displayed for sale at a public auction, the cash price of the motor car, a statement that the cash price does not include transfer fee or stamp duty and a statement of whether the car is sold with registration or without registration.

E. Built date if it appears on the motor car:
   Compliance date:
   Year first registered:

F. The model designation (if any) of the motor car.

G. Registration number (if any) of the motor car.

H. Engine number or the serial number on the Registration Label of the motor car.
Motor Car Traders Regulations 2008
S.R. No. 144/2008

Sch. 1

I. A statement as to whether the motor car is entered on the register of written-off vehicles or on an interstate written-off vehicles register within the meaning of the Road Safety Act 1986.

Signature of motor car trader:

LMCT No.:

Signature of Purchaser:

AFFIX TO RIGHT SIDE WINDOW (Rear where applicable)

(NOTE: On the sale of the motor car the purchaser must sign and be given a copy of this form under sections 52(6) and 83C(1) of the Motor Car Traders Act 1986 and regulation 28 of the Motor Car Traders Regulations 2008).

IMPORTANT INFORMATION

Buying a used car from a licensed trader

1. This car is NOT MORE THAN 10 years old AND has been driven LESS THAN 160,000 km, so it is automatically covered by Statutory Warranty under section 54 of the Motor Car Traders Act 1986 for the first 3 months or 5000 km after delivery, whichever occurs first.

2. For most used cars, there is a 3 day cooling off period commencing the day after signing the sale agreement. This reference to 3 days means 3 clear days not including Saturdays, Sundays or days that are wholly or partly observed as Victorian public holidays. If a purchaser decides to cancel the sale agreement, the purchaser must notify the licensed trader in writing, before the close of business on the third day. The licensed trader can withhold 1% of the purchase price or $100, whichever is greater. The cooling off period applies to all used cars except commercial vehicles, used cars bought at public auction and vehicles sold to a body corporate.
FORM 6

Regulations 11 and 12

Motor Car Traders Act 1986

NOT COVERED BY STATUTORY WARRANTY
under section 54 of the Motor Car Traders Act 1986

Particulars of a Used Motor Car offered for Sale, required in accordance
with section 52(1) of the Motor Car Traders Act 1986

A. Name and business address of the current owner of the motor car.
B. If the owner of the motor car is a motor car trader or special trader—
   (i) if the last owner of the motor car was neither a motor car trader
       nor a special trader, the words "name and address is available
       upon request"; and
   (ii) if the last owner of the motor car was a motor car trader or a
        special trader, the name and business address of the motor car
        trader or special trader.
C. If the motor car is equipped with an odometer, the distance travelled
   by the motor car entered by the motor car trader in the dealings book
   when the trader acquired the motor car or received custody or
   possession of the motor car for the purpose of sale (as the case may
   be).
D. Except in the case of a motor car offered or displayed for sale at a
   public auction, the cash price of the motor car , a statement that the
   cash price does not include transfer fee or stamp duty and a statement
   of whether the car is sold with registration or without registration.
E. Built date if it appears on the motor car:
   Compliance date:
   Year first registered:
F. The model designation (if any) of the motor car.
G. Registration number (if any) of the motor car.
H. Engine no or the serial no on the Registration Label of the motor car.
I. A statement as to whether the motor car is entered on the register of
   written-off vehicles or on an interstate written-off vehicles register
   within the meaning of the Road Safety Act 1986.
Signature of motor car trader:

LMCT No.:

Signature of Purchaser:

AFFIX TO RIGHT SIDE WINDOW (Rear where applicable)

(NOTE: On the sale of the motor car the purchaser must sign and be given a copy of this form under sections 52(6) and 83C(1) of the Motor Car Traders Act 1986 and regulation 28 of the Motor Car Traders Regulations 2008).

IMPORTANT INFORMATION

Buying a used car from a licensed trader

1. This car is NOT covered by a Statutory Warranty under section 54 of the Motor Car Traders Act 1986. The trader has no duty under the Motor Car Traders Act 1986 to repair or make good any defects after delivery. The trader may have obligations under other legislation.

2. Vehicles NOT covered by the Statutory Warranty under section 54 of the Motor Car Traders Act 1986:
   - used cars which are MORE THAN 10 years old OR which have been driven 160 000 km OR MORE;
   - motorcycles;
   - commercial vehicles;
   - cars bought at public auction.

3. Licensed traders may offer a warranty on vehicles which are not covered by the Statutory Warranty under section 54 of the Motor Car Traders Act 1986.

4. For most used cars there is a 3 day cooling off period commencing the day after signing the sale agreement. This reference to 3 days means 3 clear days not including Saturdays, Sundays or days that are wholly or partly observed as Victorian public holidays. If a purchaser decides to cancel the sale agreement, the purchaser must notify the licensed trader in writing, before the close of business on the third day. The licensed trader can withhold 1% of the purchase price or $100, whichever is greater. The cooling off period applies to all used cars except commercial vehicles, used cars bought at public auction and vehicles sold to a body corporate.
FORM 7

Motor Car Traders Act 1986

NOT COVERED BY STATUTORY WARRANTY
under section 54 of the Motor Car Traders Act 1986

Particulars of a Used Motor Cycle offered for Sale, required in accordance with section 52(1) of the Motor Car Traders Act 1986

A. Name and business address of the current owner of the motor cycle.

B. If the owner of the motor cycle is a motor car trader or special trader—
   (i) if the last owner of the motor cycle was neither a motor car trader nor a special trader, the words "name and address is available upon request"; and
   (ii) if the last owner of the motor cycle was a motor car trader or a special trader, the name and business address of the motor car trader or special trader.

C. If the motor cycle is equipped with an odometer, the distance travelled by the motor cycle entered by the motor car trader in the dealings book when the trader acquired the motor cycle or received custody or possession of the motor cycle for the purpose of sale (as the case may be).

D. Except in the case of a motor cycle offered or displayed for sale at a public auction, the cash price of the motor cycle, a statement that the cash price does not include transfer fee or stamp duty and a statement of whether the motor cycle is sold with registration or without registration.

E. Built date if it appears on the motor cycle:
   Compliance date:
   Year first registered:

F. The model designation (if any) of the motor cycle.

G. Registration number (if any) of the motor cycle.

H. Vehicle frame number.

I. Engine number or the serial number on the Registration Label of the motor cycle.
J. A statement as to whether the motor cycle is entered on the register of written-off vehicles or on an interstate written-off vehicles register within the meaning of the Road Safety Act 1986.

Signature of motor car trader:

LMCT No.:

Signature of Purchaser:

AFFIX TO HANDLE BARS

(NOTE: On the sale of the motor cycle the purchaser must sign and be given a copy of this form under sections 52(6) and 83C(1) of the Motor Car Traders Act 1986 and Regulation 28 of the Motor Car Traders Regulations 2008).

IMPORTANT INFORMATION

Buying a used motor cycle from a licensed trader

1. This motorcycle is NOT covered by a Statutory Warranty under section 54 of the Motor Car Traders Act 1986. The trader has no duty under the Motor Car Traders Act 1986 to repair or make good any defects after delivery. The trader may have obligations under other legislation.

2. Vehicles NOT covered by the Statutory Warranty under section 54 of the Motor Car Traders Act 1986:
   • used cars which are MORE THAN 10 years old OR which have been driven 160 000 km OR MORE;
   • motorcycles;
   • commercial vehicles;
   • cars bought at public auction.

3. Licensed traders may offer a warranty on vehicles which are not covered by the Statutory Warranty under section 54 of the Motor Car Traders Act 1986.

4. For most motor cycles there is a 3 day cooling off period commencing the day after signing the sale agreement. This reference to 3 days means 3 clear days not including Saturdays, Sundays or days that are wholly or partly observed as Victorian public holidays. If a purchaser decides to cancel the sale agreement, the purchaser must notify the licensed trader in writing, before the close of business on the third day. The licensed trader can withhold 1% of the purchase price or $100, whichever is greater. The cooling off period does not apply to motor cycles bought at public auctions.
FORM 8

Motor Car Traders Act 1986

STATEMENT OF DEFECTS PURSUANT TO SECTION 55 OF THE MOTOR CAR TRADERS ACT 1986 IN A USED MOTOR CAR OFFERED FOR SALE

<table>
<thead>
<tr>
<th>Make and model of motor car:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration number (if applicable):</td>
</tr>
<tr>
<td>Engine number or serial number on Certificate of registration:</td>
</tr>
<tr>
<td>Trading name and LMCT No.:</td>
</tr>
</tbody>
</table>

| Description of Defect | Estimate of Fair Cost of Repairing or Making Good |

Any items listed on this notice are NOT subject to Statutory Warranty under section 54 of the Motor Car Traders Act 1986.

Signature of purchaser
Signature of motor car trader
Licence or LMCT No.:
Notes:
This notice will only have effect if—
(a) at all material times it has been attached to the motor car; and
(b) at or before the time of sale a copy of the notice has been signed by the purchaser; and
(c) upon the sale a true copy of the notice as so signed has been delivered to the purchaser for retention by that purchaser; and
(d) the estimate by the motor car trader of the fair cost of repairing or making good the defect is reasonable.
FORM 9

Motor Car Traders Act 1986

VERIFIED STATEMENT

To: Inspector (specify Inspector’s name):

I, (insert name) in relation to (insert name and address of principal place of business/former business), (insert licence number/former licence number) verify that the document produced to you on (insert date) in accordance with section 82AA of the Motor Car Traders Act 1986 is a true record of the dealings book as at the date of this statement.

Note: Section 82AA of the Act provides that an inspector may require a licensed motor car trader or a specified person to produce certain documents and it is the person required to produce those documents that must make the verified statement. Section 82AA(2) defines a "specified person" to mean, in relation to the business of a licensed motor car trader—

(a) a person whose licence has been surrendered or cancelled within the last 3 years; or

(b) a person who is a director or officer of a corporation which is a licensed motor car trader; or

(c) if the licence of a corporation has been surrendered or cancelled within the last 3 years, a person who was a director or officer of the corporation at the time the licence was surrendered or cancelled; or

(d) a person who under section 33 of the Act is carrying on the business of a licensed motor car trader.
EMBARGO NOTICE

Motor Car Traders Act 1986
Section 82AM

1. The item described below has been embargoed under section 82AM of the Motor Car Traders Act 1986.

2. Section 82AM(2) provides that a person who knows that an embargo notice relates to a thing and who—
   (a) sells; or
   (b) leases; or
   (c) without the written consent of the inspector who issued the embargo notice, moves; or
   (d) transfers; or
   (e) otherwise deals with—
   the thing or any part of the thing is guilty of an offence and liable to a penalty not exceeding 50 penalty units.

3. Section 82AM(3) provides that it is a defence to a prosecution for such an offence to prove that the thing or part of the thing was moved for the purpose of protecting and preserving it.

4. Section 82AM(4) provides that despite anything in any other Act, a sale, lease, transfer or other dealing with a thing in contravention of that section is void.

Description of embargoed item—

This notice has been—

☐ served on (name)

☐ affixed to the item described above

Signature of inspector:

Name of inspector:

Telephone number: Date: Time:
SCHEDULE 2

FEES

Regulation 16

<table>
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<tr>
<th>Item</th>
<th>Section of Act</th>
<th>Type of Fee</th>
<th>Fee</th>
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<tr>
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<td>2</td>
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<td>First annual licence fee</td>
<td>114.03 fee units</td>
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<td>3</td>
<td>23(1)</td>
<td>Subsequent annual licence fee</td>
<td>115.19 fee units</td>
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<td>4</td>
<td>29(A), 29(B) or 29(C)</td>
<td>Permission application</td>
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<td>22(3)</td>
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<td>0.52 fee units</td>
</tr>
<tr>
<td>5</td>
<td>24(1)</td>
<td>Late fee on application for extension of time</td>
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</tr>
<tr>
<td>6</td>
<td>24A(1)</td>
<td>Late payment or lodgement fee</td>
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</tr>
<tr>
<td>7</td>
<td>26</td>
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</tbody>
</table>
SCHEDULE 3

PARTICULARS, TERMS AND CONDITIONS FOR SALE OF USED MOTOR CAR

A. Particulars

(1) The name of the motor car trader or, if an employee of the motor car trader negotiated the agreement on behalf of the motor car trader, the name of the employee.

(2) A description of the motor car sufficient to identify it.

(3) Whichever of the following is applicable—
   (a) if the motor car is registered, the registration number; or
   (b) if the motor car is unregistered, the vehicle's engine number or chassis number or the vehicle identification number or the registration number (if any) last assigned to the vehicle or, if none of those numbers is reasonably ascertainable, any other number by which the vehicle may be identified.

(4) The price and any other charges to be paid and the time and manner in which the price and any other charges are to be paid and, where a motor car or other goods are to be accepted as part payment of the price or other charges, the amount agreed to be represented by the motor car or other goods.

(5) The amounts to be paid by the motor car trader or the purchaser to Roads Corporation for transfer fees and duties, and if applicable an amount to be paid by the motor car trader or the purchaser to Roads Corporation for registration.

(6) The distance travelled by the motor car as recorded on the instrument or device installed in the motor car for recording the distance travelled by the motor car either when the purchaser signs the agreement or at any earlier time at which the purchaser takes delivery of the motor car.

(7) Whether or not the motor car trader believes the distance so recorded to be true.

(8) The licence number of the motor car trader.

(9) The serial number of the agreement.
B. Terms and conditions

Subject to finance

1. (1) Where this agreement is subject to the purchaser obtaining finance, the agreement is conditional upon the purchaser obtaining finance approval—
   (a) within the time stated in this agreement;
   (b) of the amount stated in this agreement;
   (c) from the credit provider named in this agreement (or from a similar type of credit provider);
   (d) for the type of finance stated in this agreement;
   (e) upon reasonable terms and conditions in the circumstances.

(2) The purchaser agrees to take all reasonable steps towards obtaining finance approval.

(3) If the purchaser does not obtain finance approval then either the purchaser or the seller may terminate this agreement by giving notice to the other party.

Transfer to credit provider

2. Where requested by the purchaser the seller shall transfer title to the purchase vehicle to the purchaser's credit provider upon payment of the total purchase price to the seller.

Delays in delivery

3. (1) The seller shall make every reasonable effort to make the purchase vehicle available for delivery on or before the delivery date stated in this agreement. Where delivery is delayed more than 14 days the purchaser may terminate this agreement by notifying the seller in writing, unless the delay is caused by the purchaser.

(2) The purchaser shall take delivery of the purchase vehicle within 7 days of being notified by the seller that the vehicle is ready for delivery. If the purchaser fails to take delivery within this time the seller may terminate the agreement by notice in writing.

Trade-in conditions

4. (1) Where the purchase involves a trade-in vehicle then the amount allowed for the trade-in (net trade-in allowance) shall be deducted from the total purchase price. The net trade-in allowance will be the amount allowed on the trade-in vehicle less any amount to be paid by the seller to discharge the interest of any other person in the vehicle.
(2) The trade-in vehicle must be delivered to the seller no later than the date of delivery of the purchase vehicle. If the trade-in vehicle is delivered after this date or is not in substantially the same condition as at the date of this agreement then the net trade-in allowance may be adjusted by an amount equal to the change in the fair market value of the trade-in vehicle between the date of this agreement and the date of delivery to the seller.

(3) The purchaser's interest in the trade-in vehicle shall pass to the seller—

(a) when the purchaser accepts delivery of the purchase vehicle; or

(b) when the purchaser has delivered the trade-in vehicle to the seller and the seller has paid the net trade-in allowance to the purchaser or acknowledged in writing that this amount has been credited towards the total purchase price— whichever first occurs.

(4) The seller shall not, without the prior written consent of the purchaser, sell or agree to sell the trade-in vehicle before delivery of the purchase vehicle to the purchaser.

(5) Where the amount allowed on the trade-in vehicle has been reduced by an amount to be paid by the seller to discharge the interest of any other person in the vehicle, the seller will pay this amount to the other person within 28 days of delivery of the trade-in vehicle to the seller.

Termination

5. (1) Where this agreement is lawfully terminated by the seller due to a breach of this agreement by the purchaser then—

(a) the purchaser shall forfeit the amount stated in this agreement to the seller provided that amount does not exceed 5 per cent of the total purchase price;

(b) where an amount has been paid towards the purchase price and that amount exceeds the forfeitable amount then the seller shall—

(i) refund to the purchaser so much of the amount paid that exceeds the forfeitable amount; and

(ii) return any trade-in vehicle to the purchaser; and
(c) where an amount has been paid towards the purchase price and that amount does not provide the seller with the forfeitable amount and a trade-in vehicle has been delivered to the seller then the trade-in vehicle may be forfeited to the seller and the purchaser credited with the net trade-in allowance. If this amount and any other amount paid by the purchaser exceeds the forfeitable amount then the excess shall be refunded to the purchaser.

(2) Where this agreement is lawfully terminated by the purchaser due to a breach of this agreement by the seller then the seller shall—

(a) refund to the purchaser all money paid by or on behalf of the purchaser; and

(b) return any trade-in vehicle to the purchaser.

(3) Where this agreement is lawfully terminated by either the purchaser or the seller due to clause 1 or for any reason other than a breach of this agreement then the seller shall—

(a) refund to the purchaser all money paid by or on behalf of the purchaser; and

(b) return any trade-in vehicle to the purchaser.

(4) Where this agreement provides for the seller to return any trade-in vehicle to the purchaser but the seller has, with the prior written consent of the purchaser, sold or agreed to sell the trade-in vehicle then this agreement will be complied with if the seller pays to the purchaser—

(a) an amount equal to the net trade-in allowance; or

(b) where the purchaser and seller have agreed on a value as the fair market value of the trade-in vehicle—that agreed value less any trade-in payout made or to be made by the seller.

(5) Where the seller returns any trade-in vehicle to the purchaser and the seller has carried out repairs on the vehicle with the consent of the purchaser then the seller shall be entitled to an amount equal to the reasonable cost of those repairs.

(6) Where either the purchaser or seller wishes to terminate this agreement in accordance with this clause they must give written notice to the other party of the decision to terminate.

(7) Nothing in this clause affects the rights and duties conferred by section 43 of the Motor Car Traders Act 1986 or regulation 11 of the Motor Car Traders Regulations 2008.
Non exclusion of statutory warranties and other rights

6. The benefits conferred by this agreement and by the seller's warranty, if any, are in addition to all other rights and remedies in respect of the purchase vehicle which the purchaser has under the Trade Practices Act 1974 and any other Commonwealth, State and Territory laws.

Note: The parties to this agreement may include other conditions if those conditions do not reduce the rights given to either party by or under the Motor Car Traders Act 1986.
SCHEDULE 4

Regulation 22(2)

PARTICULARS FOR SALE OF NEW MOTOR CAR

Particulars

(1) The name of the motor car trader or, if an employee of the motor car trader negotiated the agreement on behalf of the motor car trader, the name of the employee.

(2) A description of the motor car sufficient to identify it.

(3) The engine number of the motor car (if known).

(4) The price and any other charges to be paid and the time and manner in which the price and any other charges are to be paid and, where a motor car or other goods are to be accepted as part payment of the price or other charges, the amount agreed to be represented by the motor car or other goods.

(5) Where a motor car is to be accepted as part payment of the price or other charges and where the amount allowed on this trade-in vehicle has been reduced by an amount to be paid by the trader to discharge the interest of any other person in the vehicle, the number of days after delivery of the trade-in vehicle to the trader within which the trader will pay this amount to the other person.

(5) The licence number of the motor car trader.

(6) The serial number of the agreement.
### SCHEDULE 5

**INFRINGEMENT OFFENCES AND INFRINGEMENT PENALTIES**

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<th>Column 2</th>
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<tr>
<td>regulation 21(2)</td>
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</tbody>
</table>
1. **General Information**


The Motor Car Traders Regulations 2008 will sunset 10 years after the day of making on 25 November 2018 (see section 5 of the **Subordinate Legislation Act 1994**).
2. Table of Amendments

This Version incorporates amendments made to the Motor Car Traders Regulations 2008 by statutory rules, subordinate instruments and Acts.

Motor Car Traders Amendment Regulations 2010, S.R. No. 40/2010
Date of Making: 15.6.10
Date of Commencement: 1.10.10; reg. 3

Motor Car Traders Amendment (Infringements) Regulations 2010, S.R. No. 101/2010
Date of Making: 5.10.10
Date of Commencement: 5.10.10
3. **Explanatory Details**


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**Fee Units**

These Regulations provide for fees by reference to fee units within the meaning of the *Monetary Units Act 2004*.

The amount of the fee is to be calculated, in accordance with section 7 of that Act, by multiplying the number of fee units applicable by the value of a fee unit.

The value of a fee unit for the financial year commencing 1 July 2008 is $11.35. The amount of the calculated fee may be rounded to the nearest 10 cents.

The value of a fee unit for future financial years is to be fixed by the Treasurer under section 5 of the *Monetary Units Act 2004*. The value of a fee unit for a financial year must be published in the Government Gazette and a Victorian newspaper before 1 June in the preceding financial year.