



## Optional plates

# General terms and conditions

The Applicant for Optional Plates agrees to the following terms and conditions:

Optional plates cannot be affixed to a taxi, omnibus or any other vehicle, which requires specific identifying number plates.

Payment in full is required on submission of the application.

The successful applicant will be issued with a Certificate of Right to Display and Trade. The plates however, always remain the property of the Director General of Transport.

The person entitled to the Certificate of Right to Display and Trade the plates may sell that right. The vendor of the Certificate of the Right to Display and Trade and the purchaser are obliged to complete a transfer form and notify the Director General of Transport of the sale of the right to display the plates.

A sale can take place at any price to any individual or corporation, but the Certificate of Right to Display and Trade the plates must be transferred in accordance with the *Road Traffic (Vehicles) Regulations 2014*. Failure to do so will constitute a breach of the Regulations, for which there is a penalty.

The Department of Transport provides no guarantee that designs or design features will be available in the future.

Where design features are no longer available, remake applications will be produced in the design features currently available for that plate series.

Plates not attached to a Western Australian licensed vehicle must be stored at a Driver and Vehicle Services (DVS) Centre or DVS Agent on behalf of the Director General, and a storage fee for each year or part thereof may be charged to the person entitled to the Right to Display and Trade the plates.

The Director General reserves the right to refuse any application he considers to be or may be perceived to be:

- a. Offensive;
- b. Contentious;
- c. Of a sensitive nature;
- d. In breach of any Trade mark; or
- e. For any other reason.

The applicant warrants that the character combination applied for in no way infringes any third party's intellectual property rights. The applicant indemnifies the Director General and the State of Western Australia in the event of any third party claims for breach of trademark arising from the use of the plate.

The Applicant agrees that in the event that the character combination does infringe any third party's intellectual property rights or is found not to comply with the Plate Committee Guidelines, pursuant to these terms and conditions, the Director General may require the return of the plates together with the Certificate of the Right to Display and Trade, and the Applicant acknowledges and accepts that the Applicant has no further rights relating to those plates.