

(To be printed or typewritten in type no smaller than 10 point Times New Roman font)

Legal title to vehicle during cooling-off period

Section 18C Second-hand Vehicle Dealers Act 1995

If a vehicle is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, the following conditions apply during the cooling-off period:

- Legal title to the vehicle remains with the dealer until the expiration of the cooling-off period
- The dealer is entitled to retain possession of the vehicle during the cooling-off period
- The dealer must allow you (or person nominated by you) reasonable access to the vehicle for the purpose of test driving or inspecting the vehicle
- The vehicle must not be driven more than 100kms
- The dealer must ensure that the vehicle:
 - is roadworthy;
 - is insured against loss or damage; and
 - is registered, or bears trade plates, and is insured in accordance with the requirements of the *Motor Vehicles Act 1959*.

These conditions will apply unless you and the dealer enter into an agreement by filling out the details below.

The dealer should keep this form and provide you with a copy.

IMPORTANT: You should not sign this document unless you are certain you want to alter your rights under the *Second-hand Vehicle Dealers Act 1995*.

Details of Dealer

Dealer's name:

Dealer's business address:

Dealer's license number:

Dealer's contact phone number:

Details of Dealer

Purchaser's name:

Purchaser's address:

Purchaser's contact phone number:

Details of Motor Vehicle

Make and model of Vehicle:

Vehicle Identification No:

Registration No.:

Year of manufacture:

Engine No:

Cooling-off details

Contract for the sale signed (*insert date and time*):

Cooling-off expires (*insert date and time*):

IMPORTANT: You are altering your rights under the *Second-hand Vehicle Dealers Act 1995*. Only sign this document if you want your rights to change.

Conditions during cooling-off

The parties agree during the cooling-off period:

- * Legal title passes to the purchaser on _____
- * The purchaser may take possession of the vehicle on _____
- * Access to the vehicle is given on _____ for the purpose of _____
- * Limit that the dealer or purchaser may drive the vehicle is _____
- * The dealer is not obligated to ensure that the vehicle is:
 - * roadworthy
 - * is insured against loss or damage
 - * is registered or bears trade plates and is insured in accordance with the *Motor Vehicles Act 1995*

[Indicate which conditions will apply as agreed by the parties, by striking out whichever does not apply]

Signed by parties

Purchaser _____ Date _____

Dealer _____ Date _____

Witnessed by

Name of Witness _____ Date _____

Address of Witness _____

You must not witness this document if-

- you are the dealer; or
- you are employed by the dealer as an employee or under a contract for the performance of services; or
- you are indebted to or owed money by the dealer; or
- you are the dealer's spouse, domestic partner, parent, brother, sister or child; or
- you and the dealer are members of the same household; or
- you are in partnership with the dealer; or
- you and the dealer are otherwise close associates (within the meaning of the *Second-hand Vehicle Dealers Act 1995*).