

Sample Form 5 provided by CBS

Form 5 - Particulars to be included in a contract for the sale of second-hand vehicle by a dealer

Second-hand Vehicle Dealers Act 1995

Dealer reference or stock no: _____

Name in which dealer is licensed: _____

Business address: _____

Make: _____ Model: _____ Body type: _____ Colour: _____ Body: _____
Trim: _____

Year of manufacture: _____ Year of 1st registration: _____ Registration number: _____ Expiry date: _____ Engine number: _____ VIN number: _____

DETAILS OF PURCHASE	\$	c	METHOD OF PAYMENT	\$	c
Cash price			Deposit		
Additional options, accessories etc*			Trade in allowance*		
Total price of vehicle			Less pay out		
			(Name of financier)		
			Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)		
Registration (number of months)			Equity (deficiency)		
3rd party compulsory insurance			Less refund to purchaser		
Stamp duty and/or transfer fee			Net equity (or deficiency)		
Dealer to arrange above		YES / NO	Total deposit and trade in		

If Yes, Dealer handling fee

The dealer handling fee includes costs associated with organising the registration of an unregistered vehicle for the benefit of the purchaser. The dealer may charge: a maximum of \$100 for inspections not requiring roadworthy certification; or

a maximum of \$385 if roadworthy certification is required.

Vehicle insurance: (company)

Other (give full details including other parties to whom payment must be made)

Payable on delivery

(Amount payable on delivery includes amount to be financed where applicable)

TOTAL PAYABLE

Options /accessories/ additional \$ c work included in this amount

TOTAL PAYMENT

*Trade in details

Make:

Model:

Body type:

Colour:

Body:

Trim:

Year of manufacture:

Year of 1st registration:

Registration no:

Expiry date:

Engine no:

Odometer: kms

Payout to:

Account no:

Valid until:

TOTAL

PURCHASERS NAME:

Address:

Date of birth:

Phone no:

Email address:

Driver's licence no:

OWNERSHIP AND ODOMETER DECLARATION

I declare that:

(a) the trade in is my own unencumbered property except as otherwise state above and

(b) the odometer reading as state above is, at the time of sale, true and correct to the best of my knowledge and belief.

Signature of purchaser:

Settlement date:

*Address to which vehicle is to be delivered for repair of defects under the *Second-hand Vehicle Dealers Act 1995*.

Repairers name:

Address:

*The vehicle may be delivered to any of the following registered premises of the dealer for repair:

COOLING OFF RIGHTS

*This contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995* expiring on {insert date and time when period is to expire}.

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle*



Dealers Act 1995, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that he or she does not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

*This contract is not subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

A purchaser who wishes to be bound by the contact may waive his or her right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

I acknowledge that, *before* the signing of the contract for the purchase of the vehicle, I was informed of/I did not request* the name and address of:

- (a) the last owner of the vehicle (who was not a dealer)*
- (b) the person who leased the vehicle from the last owner of the vehicle (who was not a dealer) under a vehicle leasing agreement*.

Signature of purchaser:

Any purported exclusion, limitation, modification or waiver of your rights under the Act is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2010*.

In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law that cannot be excluded.

Signature of purchaser:

Date:

Signature of dealer:

Date:

**Strike out whichever does not apply*

