

(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*).