

Information and contract for the sale of second hand vehicle

Use this form in accordance with Section 159(2) and 160(1) of the [Consumer Affairs and Fair Trading Act 1990](#) and the [Consumer Affairs and Fair Trading \(Motor Vehicle Dealers\) Regulations 1992](#).

See the [motor vehicle dealer licences](#) webpage for further information.

Purchasers details					
Purchaser name:				Date:	
Vehicle usage:	Private	Yes/No	Commercial	Yes/No	
Residential address:					
Suburb:		State:		Postcode:	
Is your postal address the same as above? If no, complete below:					
Postal address:					
Suburb:		State:		Postcode:	
Dealers details					
Dealer's name:					
Business address:					
Suburb:		State:		Postcode:	
Phone number:		Email address:			
Vehicle details					
Odometer reading (KM):		Key PIN:			
Registration no:		RAV/Compliance date (MM/YY):			
Vehicle make:		Engine no:			
Vehicle model:		VIN no:			
Colour:		Radio PIN:			
Stock no:					
Purchase details					
Cash price:	\$				
Options, accessories, additional work:					Amount
					\$
					\$
					\$
					\$
					\$
					\$
Registration Fee 6 or 12 months	\$				
Stamp duty and/or transfer fee	\$				

Comprehensive Insurance details:			
Company name:		Amount:	\$
Total payable:	\$		
Payment details			
Deposit	\$	Receipt number:	
Trade in allowance: ¹	\$	Less pay-out:	\$
To:		Account number:	
Valid to:		Equity or (deficiency):	
Less refund to purchaser:	\$	Net equity or (deficiency):	\$
Total: Deposit and trade-in:	\$		
Balance payable on delivery	\$		
Financier name:			
Invoice number:			
Total payment:	\$		
Known defects:			
Repaired write off?			Yes / No
PPSR check/extract provided?			Yes / No
Has a notice to purchaser: sale excluding statutory warranties been completed?			Yes / No
If no, provide the warranty conditions below.			
Has a contract excluding condition that a motor vehicle is of standard fit for registration been completed?			Yes / No
If no, provide further details below (for example, if this is not applicable)			
Trade-in details			
Odometer reading (KM):		Key PIN:	
Registration no:		RAV/Compliance date (MM/YY):	
Vehicle make:		Engine no:	
Vehicle model:		VIN no:	
Colour:		Radio PIN:	
Stock no:			

¹ Additional information may be required in the dealings register if the trade-in allowance section has been completed.

Are there any known defects? If yes, list below:			
Ownership & Odometer declaration			
I declare that to the best of my knowledge and believe that:			
a) The trade-in is my own unencumbered property except as otherwise stated above; and b) That the odometer reading above at the time of sale is a true and correct recording; and c) That the trade-in vehicle has not been used as a taxi or hire car.			
Signed:			Date:
Purchaser and dealer agree that the front and back of this contract correctly recorded the particulars and conditions in relation to the sale of the vehicle described above. The purchaser certifies to being at least 18 years of age and to having received a copy of this contract.			
Signed by:			
Dealer name:			Purchaser name:
Dealer signature:			Purchaser signature:

Conditions of contract

1. Definitions

- o Vehicle means the vehicle to be sold under this contract, including any additional options, accessories additional work to be carried out described on the front of this contract.
- o Trade-in means any vehicle to be traded-in under this contract, as described on the front of this contract.

2. Payment and Delivery

- i. The amount referred to as being payable on delivery shall be paid when the purchaser is notified by the dealer that the vehicle is ready for delivery.
- ii. The purchaser shall not be entitled to take delivery of the vehicle until all amounts due to the dealer under this contract have been paid and any trade-in has been delivered to the dealer.
- iii. The purchaser shall take delivery of the vehicle from the dealer's address as stated on the front of this contract.

3. Trade-in

- i. When the trade-in is delivered to the dealer he shall inspect it and, if it is not in substantially the same condition as at the date of this contract, he may propose a reduction of the amount of the trade-in allowance.
- ii. If the purchaser agrees to the reduction proposed by the dealer and a note recording that agreement is signed by the dealer and the purchaser, then the amount of the reduction shall be added to the amount payable on delivery.
- iii. If no such agreement is reached and recorded, then the purchaser may cancel this contract and may recover from the dealer all monies paid to the dealer other than monies that the dealer has paid to a third party in relation to registration or insurance.
- iv. The amount of the trade-in allowance may not be varied after the purchaser has taken delivery of the vehicle.

4.

- a) The purchaser will take delivery of the vehicle at the dealer's address within 7 days from the day the purchaser is notified by the dealer that the vehicles are/vehicle is available. Failure by the dealer to deliver within the time limit specified shall not entitle the purchaser to rescind this agreement but the time for delivery for the purposes of this condition shall be extended until 7 days from the day the dealer notifies the purchaser that the vehicles are/vehicle is in possession of the dealer.
- b) On or before taking delivery of the vehicle the purchaser will pay to the dealer the cash balance owing in accordance with the conditions contained herein and, if applicable, the purchaser will deliver to the dealer any trade-in and in respect of such trade-in will assign to the dealer the benefit of any existing registration and insurance. Should the dealer be dissatisfied with the condition of the trade-in after the dealer has had reasonable time to inspect the trade-in the dealer may rescind this agreement and retain the vehicle.
- c) Until such time as the purchaser pays the cash balance to the dealer and the dealer receives clear title to any trade-in no property in the vehicle shall pass to the purchaser. If the vehicles are/vehicle is delivered to the purchaser before payment has been made or title given as aforesaid the purchaser shall have possession as Bailee only notwithstanding that the purchaser has made an offer to take the vehicle on hire purchase or that the dealer has resold the trade-in. The dealer may terminate such a bailment at any time by sending by ordinary notice in writing to the purchaser at the address contained herein notice of the termination.
- d) This agreement to purchase is not conditional upon the acceptance by the dealer of any offer that the purchaser may make to take the vehicle on hire purchase. Any such offer made by the purchaser shall not affect the purchaser's liability to pay the cash balance upon delivery of the vehicle.
- e) If the purchaser fails to punctually observe and perform its obligations contained herein all moneys paid and/or trade-in provided by way of deposit shall be forfeited provided however that such moneys paid and/or trade-in shall not exceed 10% of the total selling price and the dealer shall refund to the purchaser the amount by which the cash deposit and/or the value of any trade-in exceed such amount.

5.

- a) For section 54 of the Australian Consumer Law (NT) and section 54 of Schedule 2 of the [Competition and Consumer Act 2010 \(Cth\)](#), applying as a law of the Commonwealth, the purchaser's attention is drawn to the defects listed overleaf.
- b) The purchaser acknowledges that it has not relied on any warranty or representation made by the dealer its servant or agents or any other person on its behalf in entering this agreement other than those contained herein or implied by the *Competition and Consumer Act 2010 (Cth)* and the *Consumer Affairs and Fair Trading Act 1990*.
- c) Any request for warranty work must be directed to the dealer.

I acknowledge by the execution of this instrument that prior to such execution I have carefully perused the same and fully comprehend its provisions and in particular Condition 2 above.