



New Vehicle Purchase Agreement

For:

regarding the purchase of

Please read the following documentation thoroughly



Client Agreement Form

I,
authorise Private Fleet
to order the following
vehicle(s) on my
behalf:

Make:

Model:

Trim (Colour):

Transmission:

Engine:

Body Colour:

Retail Price of Vehicle	
Accessories	
Full Tank of Fuel, detailing and delivery to Insert Suburb	Included
Private Fleet Member Pack	Included
Total Accessories	\$ -
On Road Costs	-
Pre-Delivery	
Stamp Duty	
Registration	
CTP	
GST	Included
Plate fee	
Sub-Total	\$ -
Fleet Discount	\$ -
Total On-Road Cost (Inclusive of GST)	\$ -



Order Confirmation

Dear

Congratulations on your new purchase. Our records indicate that a telephone order was placed at approximately on April 22, 2015.

We are pleased to confirm that your deposit of <Deposit Amount> has been accepted and forwarded to the nominated dealership for processing.

For your records your receipt number is:

Card Type:

Card No:

Exp:

CV:

Please read this documentation thoroughly and let me know immediately if there are any inaccuracies in the new car specifications, delivery instructions or contact details.

We are delighted to have confirmed the order on this vehicle for you and to welcome you as our newest member. You will receive your **Private Fleet membership pack** in the month following delivery of your new vehicle. This pack includes a number of discounts and benefits to assist you in the maintaining your new vehicle from a range of suppliers around the country. For more details on membership benefits log on to www.privatefleet.com.au

Regards



Contact Details Form

Driver's Contact Name:

Contact Details:

Email Address:

Registration Address:

Registration Instructions:

PF Membership No:

Delivery Required:

Supplying Dealer:

Dealer's Address:

Dealer Contact:

Dealer Phone Number:

Dealer Email:

Private Fleet Consultant:

Consultant Phone Number: **1300 303 181 Ext**

Consultant Email:



Client Checklist

1. **Please read through this document** to confirm the specifications of your order are correct and that you understand the terms and conditions of this contract. If **any** details are incorrect please contact Private Fleet **immediately** before undertaking any other action.
2. You have nominated your **registration** for this vehicle to be <Registration>. Please **scan and email** both sides of your driver's license to rego@privatefleet.com.au as soon as possible to assist us in ensuring all preparations can be made to deliver your new vehicle promptly.
3. If you wish to keep **personalized plates** or have personalized plates created for this vehicle please contact your state's licensing and registration authority to place those plates on hold as soon as possible. When your new vehicle is delivered, drive to your local registration centre and swap the plates that came with your new vehicle for your reserved plates.
4. **If you are financing** this vehicle please direct your financier to request a dealer's invoice from whose details are contained in the paperwork above.
5. Private Fleet & _____ will maintain regular contact with you via email and phone regarding the status of your vehicle delivery. If you require interim updates outside of these please contact the dealer directly
6. Final payment for your vehicle is to be paid in favour of . Please contact _____ to finalise payment method prior to delivery.

Private Fleet Terms and Conditions

Unless otherwise stated, Private Fleet, the MTA approved dealer and the client agree to the following.

A telephone order is legally binding as a verbal contract. The following conditions apply.

Before taking delivery of the motor vehicle the customer shall pay to the dealer the balance of the purchase price being the total on-road cost less the deposit. This must be paid by bank cheque, cash, or cleared telegraphic transfer funds. If paying for the motor vehicle by personal cheque, the personal cheque must be presented to the dealer five days before the date of delivery.

If the motor vehicle is being leased, the entire total on-road cost will be paid to the dealer from the finance company and the deposit will be refunded to the customer.

Until the dealer has received full payment of the purchase price, title in the motor vehicle shall not pass to the customer and the customer shall hold possession of it as bailee only.

The customer shall be deemed not to have paid the purchase price until the dealer received cleared and unencumbered title to any vehicle and all other payments are credited to the dealers account.

While the customer holds possession of the motor vehicle as bailee, he /she:

Is responsible for its proper care and maintenance
Is liable for any loss or damage occasioned to it, and
Will indemnify the dealer against any claim for its use

Where the dealer is entitled to reclaim possession of the motor vehicle, the customer authorises the dealer, its servants and its agents to lawfully enter the customer's property for the purposes of retaking possession.

The Purchase Price of the vehicle is the amount shown on the client agreement form noted as 'Total on Road Cost' or 'Changeover'. The purchase price may vary if, before the delivery of the motor vehicle, there is a change in the manufacturers recommended retail price, statutory charges or applicable taxes or duties. If the applied vehicle, can not be delivered within a manufacturer's bonus schedule, the dealer shall give the customer written notice of any variation in the purchase price. If the purchase price is varied due to an increase of recommended retail, the customer may rescind this contract anytime within three days after receipt of the written notice of variation. The 'Total on Road Cost' or 'Changeover' includes all taxes, statutory charges and Private Fleet rebates.

The dealer shall use its best endeavors to acquire the vehicle by the estimated delivery date, but should not be liable to the customer for any damage or loss whatsoever arising either directly or indirectly from any such delay or failure of delivery.
If the dealer has not delivered the motor vehicle to the customer, within thirty days of the estimated delivery date, the customer by notice in writing may rescind this contract.

If the customer wishes to trade in another motor vehicle, Private Fleet will provisionally value the trade in vehicle based on the customer's description of it. Subject to the following, the valuation will be valid for 30 days, after which the trade in vehicle will need to be provisionally valued by Private Fleet again. Despite the foregoing, the sum to be paid or allowed to the customer for the trade in vehicle will be its actual value (determined by Private Fleet) at the time of delivery of the trade in vehicle to Private Fleet or a wholesale agent nominated by Private Fleet. Variations in value may be caused by errors in description of vehicles details (including but not limited to the following examples) Build Year, Make, Model, Series, Fuel Type, Transmission, Body Shape, Odometer, External Condition, Interior Condition, Mechanical & Electrical Performance. Please ensure that the description contained within this contract is a true and accurate representation of your vehicle. The customer must pay or allow to Private Fleet on demand the difference (if any) between the value of the trade in vehicle provisionally determined by Private Fleet and the actual value of the trade in vehicle when delivered to Private Fleet or its nominated wholesale agent. Variations in the actual value up to three thousand dollars will be immediately charged to your nominated credit card where possible. Variations that are greater than three thousand dollars in value will require an EFT transfer to Private Fleet, upon request.

If the customer fails to pay the difference to Private Fleet when demanded, then at Private Fleet's option:

- (a) Private Fleet may return the trade in vehicle to the customer, without taking title; or
- (b) Upon demand by Private Fleet, the customer must return the newly supplied motor vehicle to Private Fleet or its nominated wholesale agent, which may sell the newly supplied vehicle and the trade in vehicle and, after payment of all costs incurred (including, without limitation, finance costs, on road costs and other transaction costs) Private Fleet will arrange for the customer to be paid the net proceeds of sale (if any);

without prejudice to Private Fleet's right to sue the customer to recover any deficiency or loss suffered or liability, cost or expense incurred by Private Fleet or to recover damages for breach of contract.

To avoid doubt, any person other than the customer who delivers a vehicle to Private Fleet or its nominated wholesale agent shall be deemed to act as the agent of the customer.

Where the customer refuses or fails to take delivery of the motor vehicle, or is otherwise in breach of his obligations under this contract, the dealer may terminate this contract by written notice to the customer.; thereafter any deposit paid or payable by the customer to an amount not exceeding 5% of the total purchase price of the vehicle shall be forfeited to the dealer. Both parties acknowledge that the dealer shall be entitled to claim by way of pre estimated liquidated damaged from the customer an amount equal to 5% of the total on road cost. Less any deposit forfeited.

Where this contract is lawfully rescinded, the dealer shall refund monies paid by the customer and where possible return the trade in vehicle provided that the dealer shall retain from any monies due to the customer less the actual costs of repairs and improvements to the trade in vehicle and any payouts made or to be made by the dealer to clear any encumbrances. Where the dealer has disposed of the trade in vehicle the customer shall accept an amount which the parties agree is fair and reasonable compensation.

The provisions of any federal or state law apply to this contract. These provisions are deemed to be incorporated into this contract and the customer shall have the full benefit thereof, but only to the extent to which these warranties are applicable to the contract and may not be excluded there from and all other warranties are expressly excluded.

Any addition/or variation to these terms and conditions will have no effect unless made in writing and signed by the parties to this contract.

Important

Please read these conditions carefully.

These conditions accompany your phone order. Please contact our offices *immediately* upon receipt of this paperwork if these conditions are outside your expectations and/or requirements.



Dealer Checklist

1. **Contact Private Fleet for transfer of deposit** for the above vehicle. Please contact 1300 303 181 and ask to speak to accounts department. **Please ensure the VEHICLE matches up with quote number <Quote Ref> provided by yourselves, PRICE IS TO MATCH PRIVATE FLEET'S CLIENT AGREEMENT FORM please contact Catherine Heyes 1300 303 181 ext 220 immediately if it does not.**
2. **Call the referred customer,** to confirm you have received their order. Confirm vehicle specifications and accessories as well as delivery date and price. **Confirm with the client whether finance is in place and approved prior to ordering the car.** Contact Private Fleet if there appears to be an issue with the finance.
3. Ensure that the client is not approached for **Aftermarket or Finance & Insurance** related Products by any member or contracted party to your dealership. If the client does contact you for any of these things please **contact Private Fleet** to work out what can and should be offered to the client.
4. As there is a trade in vehicle that has been brokered in this deal **please notify Private Fleet** 72 hours prior to delivery as to whether you are **collecting the trade in vehicle(s)** and returning it/them to your premises. This will assist us in collecting the vehicle(s) either from your premises or the client promptly.
5. Keep Private Fleet **updated weekly** on the status of this order for the client, including if the vehicle will be later than expected and we will keep the client informed **Prior to writing invoice for customer contact Catherine Heyes 1300 303 181 ext 220 to discuss how it is to be written up.**
6. Ensure that the vehicle is delivered in **immaculate condition** with **all accessories** fitted and with a **full tank of fuel** to the agreed delivery address. If this is going to be an issue please notify Private Fleet as soon as possible. Failure to fully comply may result in an additional invoice from Private Fleet for the reimbursement of fuel and detailing to the client, and will affect your ranking and status in regards to future orders received from Private Fleet.
7. If the client is **financing the vehicle** please respond directly to their financiers request for a dealer invoice either by way of acknowledgement of receipt of request or with the actual invoice promptly (within 24hrs) **If the invoice amount varies to the client agreement form above please contact the Private Fleet customer service representative immediately**

ACCEPTANCE FORM:

Sign the dealers acceptance form & Private Fleet invoice and fax back to (02) 9411 6711.

SIGNED:

DATE: