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CONTRACT/ORDER FORM TO BUY A NEW MOTOR VEHICLE**LICENSED MOTOR DEALER**

Salesperson

Stock No:

Customer: (Buyer & Seller
for the purpose of a trade in).....

A.C.N.

Address:

A.B.N.

.....P/CODE.....

Ref No:

Phone: (wk).....(Mob).....(Hm).....

(Fax)

Occupation:Employer:Licence (1):

D.O.B. (1)...../...../.....

Email:Licence (2)

D.O.B. (2)...../...../.....

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**Please supply the following vehicle ("hereafter called the vehicle") to the customers as described above,
upon the terms and conditions stated on the face and back of this contract**

Make:	Model:	Body Type:	Transmission:	Rego:
Compliance Plate Date:/...../.....	Vin/Chassis No:			Due Date:
Built Date:/...../.....	Odometer:	Odometer (words)		
Body Colour:	Preferred Delivery date:...../...../.....	Engine No:	Engine size:	

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VEHICLE PRICING

PURCHASER DETAILS	\$ AMOUNT
Vehicle retail price (inclusive of GST)	\$
Options/Accessories	
Subtotal	
Less other allowances	
Subtotal	
Delivery Fees	
Price including GST (A)	
Luxury car tax	
Stamp duty	
Registration Concessional	
Compulsory Third Party Insurance (Inc. GST)	
Subtotal	
Other taxable supplies (not subject to luxury tax) after market	
Stamp Duty	
Total other taxable supplies including GST (B)	
Total price of goods	

4 SETTLEMENT DETAILS

PAYMENT	\$	AMOUNT
Deposit Rec No:	\$	
Deposit Rec No:	\$	
Deposit Rec No:	\$	
Deposit Rec No:	\$	
Trade in Allowance	\$	\$
Less Payout To:		
Branch:		
AC No:		
Chq No:		
Less Refund to Client:	\$	
Net Trade Equity	\$	
AMOUNT FINANCED		
Finance being arranged by		
Dealer <input type="checkbox"/> Customer <input type="checkbox"/>		
Finance Provider:		
Branch:		
Contact:		
Phone No.:		
Buyer's Signature (Finance Only)		
Balance of payment Rec No	\$	
Cash		
Bank Cheque		
TOTAL SETTLEMENT	\$	

5 VENDOR'S STATEMENT TO DEALER		Motor Dealers and Chattel Auctioneers Act Section 73 (1)		Stock No
DESCRIPTION OF USED MOTOR VEHICLE (OR THE TRADE-IN)				
Make:	Model:	Body Type:	Transmission:	Rego:
Compliance Plate Date:	Vin/Chassis No:			Due Date:
Built Date:	Odometer:	Odometer (words)		
Body Colour:	Personal Plates	Y/N New Rego:	Engine No:	Engine size:
STATEMENT				
<p>I/We have this day sold the vehicle described above to the Motor Dealer shown together with all accessories (as listed), tyres, radio, tools, etc for the sum of \$ (inclusive of GST)</p> <p>Accessories:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> (a) The engine HAS/HAS NOT been replaced by/on behalf of the vendor. If replaced, the approximate date of replacement was / / (dd/mm/yy). (b) The Odometer HAS/HAS NOT been replaced by/on behalf of the vendor, and I confirm to the best of my knowledge that the odometer reading is correct. (c) The Concessional Registration HAS/HAS NOT been claimed in respect of this vehicle by the vendor. (d) If fitted with Air Bags have the Air Bags been activated YES/NO (e) That any conversion or modification from the manufacturer's specifications HAS/HAS NOT been approved by the Queensland Transport Department and a Letter of Approval is held. (f) This vehicle IS / IS NOT currently on the written off vehicle register. (g) This vehicle HAS / HAS NOT previously been recorded on the written off vehicle register. 2. <ol style="list-style-type: none"> (a) The vehicle is the vendor's sole and absolutely unencumbered property and free from any Consumer Mortgage, Bill of Sale, Hire Purchase Agreement, Lien, charge or an adverse interest whatsoever, and no person or corporation has any rights, title or interest therein and the vendor has good right and title to sell same; or (b) There is an encumbrance, charge, lien, or the other adverse interest whatsoever by the way of Bill of Sale/Hire Purchase Agreement/Other over the said vehicle is to For \$ (Inclusive of GST) (c) The said encumbrance IS/IS NOT to be paid out by the Motor Dealer. 3. I am not bankrupt and have not committed any act of bankruptcy. 4. The vehicle HAS/HAS NOT been used as a Taxi or Hire car 5. That no Defect notice has been issued against this vehicle. 6. The vehicle IS/IS NOT to be sold at auction. The reserve price for the vehicle at auction is \$ (Delete as applicable) 7. In the interpretation of this document, the singular shall include the plural and any statement or warranty by or obligation upon more than one person shall bind them jointly and severally. 8. Goods and Services Tax Statement <ol style="list-style-type: none"> (i) I am registered or required to be registered for GST - Yes/No (ii) The supply of the abovementioned vehicle by me represents a taxable supply by me in the course of an enterprise which I carry on - Yes/No (iii) The supply of the abovementioned vehicle by me is not a GST-free supply by me - Yes/No (iv) If this supply does represent a taxable supply by me, I will provide the Dealer with a valid tax invoice at the time of the Dealer signing this contract. 9. I understand that under section 218 of the Motor Dealers and Chattel Auctioneers Act 2014, I am liable to penalty if I wilfully represent anything that is false or misleading about the total distance travelled by the above mentioned vehicle. <p>Declared at this day of 20</p> <p style="text-align: center;">I/We hereby certify that the above information supplied is true and correct</p> <p style="text-align: center;">..... (Witness) (Vendor)</p>				
The Buyer acknowledges and agrees that:		This may become A LEGALLY BINDING CONTRACT . On acceptance by the Dealer. The Buyer should carefully read all pages to this contract before signing. I acknowledge that and consent to the personal information I have provided in this document being used and disclosed for marketing purposes relating to the sale of motor vehicles (delete if required)		
<ol style="list-style-type: none"> (a) This contract is not binding on the Dealer or Buyer until it is accepted by the Motor Dealer (b) The prices, allowances and amounts shown in this contract may be adjusted in accordance with clause 2 on the back hereof (c) The buyer is not under the age of 18 years, not a bankrupt and has not committed an act of bankruptcy (d) Prior to the buyer signing this contract, all material particulars have been inserted in this contract and the Buyer has read and understands such particulars and terms and conditions set out on <u>all pages</u> to this contract, including the conditions on the back of this page. 		<p>..... Dated/...../.....</p> <p>Signed by the Buyer</p> <p>..... Dated/...../.....</p> <p>Signed by the Buyer</p> <p>..... Dated/...../.....</p> <p>Signed by the Witness</p> <p>Accepted for and on behalf of the Licensed Motor</p> <p>Dealer Dated/...../.....</p>		
Delivery Receipt I/We acknowledge the receipt of the vehicle described in part A. I/We have thoroughly examined the vehicle and (subject only to any defects which you have specifically drawn to my attention in writing) it is in satisfactory order and condition, and reasonably fit for the purposes for which we require it.		<p>Dated/...../..... (Witness) (Buyer)</p>		

TERMS AND CONDITIONS

1. CONTRACT

- (a) The Dealer agrees to sell to the Customer and the Customer agrees to purchase from the Dealer the Vehicle specified in the Contract on the terms and conditions set out in these Terms subject to any variations set out in the Contract.
- (b) These Terms including any amendments thereto comprise the entire agreement between the Parties regarding the sale of the Vehicle and supersede any previous terms and conditions, representations, agreements or arrangements between the Parties in relation to the sale of the Vehicle.

2. FINANCE

- (a) This clause 2 applies where the Customer requires finance for the purchase of the Vehicle.
- (b) The Dealer must not dispose of any trade-in vehicle received by the Customer until the Customer advises the Dealer that finance has been approved. Advice by the Customer may be verbal advice.
- (c) In the event that the Dealer is not required to apply for finance on behalf of the Customer, the Customer shall be completely responsible for obtaining finance on such terms as the Customer desires. If the Customer's application for finance is not approved, the Customer shall be entitled to cancel the Contract provided:
 - (i) the Customer has used best endeavours to obtain finance; and
 - (ii) the Customer has within a reasonable period after entering into this Contract advised the Dealer in writing what endeavours were made to obtain finance, that finance was not approved, and provided satisfactory evidence from the finance company of the refusal of finance.
- (d) In the event that the Dealer is required to apply for finance on behalf of the Customer, the Dealer has the authority of the Customer to complete any documentation, on behalf of the Customer, required by the credit provider or finance to give effect to the financial arrangements and attend to all matters requested by the financier to assist in the finance process including provide any information and sign any documents required to create any security interest over the Vehicle in favour of the financier, unless otherwise required by law.
- (e) In the event that the Dealer's application on behalf of the Customer for finance is not approved, the Customer shall be entitled to cancel the Contract, in which case the Dealer will refund to the Customer all monies paid by the Customer to the Dealer for the purchase of the Vehicle and return to the Customer any trade-in vehicle received from the Customer.
- (f) Unless the Contract is subject to finance approval and designates a specific period for finance approval, the Dealer may continue to market the Vehicle while the Customer is applying for finance and shall not be at fault if the Vehicle is sold to a third party. If the Contract is subject to finance approval and designates a specific period for finance approval then the Dealer may only sell the Vehicle to a third party after the finance approval period has elapsed.

3. PRICE

- (a) The Customer will pay to the Dealer the Total Price as consideration for the sale of the Vehicle.
- (b) If the Contract requires the Customer to pay a Deposit, the Deposit must be paid immediately upon execution of the Contract.
- (c) The Total Price of the Vehicle shown in the Contract is the price of the Vehicle based on existing costs and circumstances. If there is any change in those costs or circumstances before delivery of the goods to the Customer, the Dealer reserves the right to increase the Total Price of the goods.
- (d) If the Dealer increases the Total Price of the Vehicle (and unless the Customer takes delivery of the Vehicle or such increase results only from a change in any applicable statutory charge) the Customer may by notice in writing to the Dealer terminate the Contract at anytime within three (3) days after receipt of notification of the increase in which case the Dealer will refund to the Customer any monies paid by the Customer to the Dealer for the purchase of the Vehicle and return to the Customer any trade-in vehicle received from the Customer following which neither Party shall have any claim against the other. If the Customer does not terminate the Contract in this way then the Customer taken to have agreed to the increase in the Total Price.

4. TRADE-IN

- (a) If the Contract is subject to the trade-in of a vehicle by the Customer then the Customer must deliver any trade-in vehicle to the Dealer on or before the Contract is completed and full ownership thereof free from encumbrances will pass to the Dealer on delivery.
- (b) The Parties agree that the trade-in vehicle will be:
 - (i) in accordance with its description contained in the Contract;
 - (ii) not affected by any encumbrance or interest by any third party; and
 - (iii) free of defects other than as described in the Contract or as reasonably ascertainable by an inspection of the Dealer prior to the execution of the Contract.
- (c) Any defect in or encumbrance on the trade-in vehicle or departure of the trade-in vehicle from the description on the face of the Contract whether discovered before or after completion of the Contract will entitle the Dealer to, by written notice to the Customer, either terminate the Contract or reduce the Trade-in Allowance.
- (d) If the Dealer has not inspected the trade-in vehicle before entering into the Contract, the Dealer shall have the right upon the trade-in being delivered to the Dealer to inspect and if required re-value the trade-in vehicle and based upon that re-valuation may, by written notice to the Customer, either terminate the Contract or vary the Trade-in Allowance.
- (e) If the Dealer reduces the Trade-in Allowance under clauses 4(c) or (d), the Dealer shall be entitled to recover from the Customer any additional balance due as a result of such reduction provided that where the reduction occurred pursuant to clause 4(d) then the Customer shall have the right, within three (3) days of being notified of the reduction, to terminate the Contract by written notice to the Dealer.
- (f) If the Dealer terminates the Contract under clause 4(c) or (d) or if the Customer terminates the Contract under clause 4(e) then:
 - (i) if the Contract is terminated prior to the Customer accepting delivery of the Vehicle, the Dealer must refund to the Customer any monies paid by the Customer to the Dealer for the purchase of the Vehicle and return to the Customer any trade-in vehicle received from the Customer following which neither Party shall have any claim against the other; or
 - (ii) if the Contract is terminated after the Customer accepting delivery of the Vehicle, the Customer must immediately return the Vehicle in substantially the same condition as delivered to the Dealer, upon which the Dealer will refund to the Customer any monies paid by the Customer to the Dealer for the purchase of the Vehicle and return to the Customer any trade-in vehicle received from the Customer following which neither Party shall have any claim against the other.

5. DELIVERY

- (a) The Customer shall pay to the Dealer the Total Price or so much thereof as is outstanding forthwith upon notification that the Vehicle is ready for delivery to the Customer by the Dealer and in any event prior to taking delivery of the Vehicle unless agreed otherwise by the Dealer.
- (b) Upon notification by the Dealer to the Customer that the Vehicle is ready for delivery, the Customer shall, subject to payment in full of the Total Price for the Vehicle be entitled to and shall take delivery of the Vehicle by collecting the Vehicle from the Dealership.
- (c) If the Customer fails to take delivery of the Vehicle within seven (7) days of receiving notification that the Delivery is ready for collection then the Dealer shall be entitled to charge and recover from the Customer a reasonable fee for the storage of the Vehicle between the date which is seven (7) days after the notice was received to the date (inclusive) on which delivery is accepted.
- (d) If the Customer requires the Dealer to transport or ship the Vehicle to another location for delivery then the Dealer may do so at its discretion and for such additional reasonable fee as agreed between the Parties.
- (e) The Customer must accept delivery of the Vehicle and shall not be entitled to reject such Vehicle provided:
 - (i) the Vehicle conforms to the specifications set out in the Contract and is free of defects and encumbrances other than those defects listed in the Contract and any encumbrances agreed by the Customer; and
 - (ii) if the Vehicle is Registered, the Vehicle is delivered together with any safety certificate or other document, instrument or certificate required to transfer the registration of the Vehicle to the Customer.
- (f) Notwithstanding any arranged transport or shipping, delivery is deemed to have occurred when the Vehicle leaves the Dealership.
- (g) By accepting delivery of the Vehicle, the Customer warrants that it has inspected the Vehicle and confirms that the Vehicle is in compliance with its description in the Contract, is ostensibly of merchantable quality and fit for the purpose required by the Customer.

6. RISK AND PROPERTY IN THE MOTOR VEHICLE

- (a) For the purposes of the Personal Property Securities Act 2009 (as amended from time to time) ("the PPSA") "the Motor Vehicle" means any motor vehicle supplied by the Dealer to the Customer.
- (b) The Motor Vehicle shall be entirely at the risk (including loss, damage or deterioration) of the Customer from the time of delivery of the Motor Vehicle. The Customer shall not do any act or thing which might in any way invalidate or prejudice any insurance or the Dealer's interest in such insurance. The Customer shall notify the Dealer immediately in writing of any event which leads or might lead to a claim for compensation or a claim under any insurance policy and shall comply with the instructions of the Dealer in connection with any such claim.
- (c) No damage or loss occurring in respect of the Vehicle after delivery has occurred including during any transport or shipping arranged with the Dealer (unless due to the negligent or wilful act or omission of the Dealer) shall entitle the Customer to rescind the Contract or make any claim against the Dealer.
- (d) The Dealer retains full title to the Motor Vehicle until the Dealer receives payment in full for the Motor Vehicle and all other amounts owed by the Customer to the Dealer.
- (e) Until all such monies have been paid:
 - (i) the Dealer has the right to call for or recover possession of the Motor Vehicle and the Customer must deliver up the Motor Vehicle if so directed by the Dealer;
 - (ii) the Customer:
 - shall not sell, resell, transfer, encumber or dispose of the Motor Vehicle;
 - should the Customer take possession of the Vehicle, the Customer does so as the fiduciary agent and bailee of the Dealer and the relationship between the Dealer and the Customer shall be fiduciary and the Customer shall keep the Motor Vehicle safely, securely and separately stored and marked in a manner which clearly indicates that the Motor Vehicle belongs to the Dealer;
 - will hold any proceeds (as that term is defined in the PPSA) of any resale, disposal or other dealing with the Motor Vehicle in breach of this clause in trust for the Dealer and shall pay the proceeds into a separate fiduciary account to be held in trust for the Dealer until accounted for to the Dealer at the demand of the Dealer; and
 - the Dealer may require the Customer to return the Motor Vehicle to it on demand and may enter upon the premises of the Customer to inspect or repossess the Vehicle without being guilty of trespass.
- (f) To avoid any doubt, for the purposes of the PPSA, it is the intention of the parties by this clause 6 that there is created for the benefit of the Dealer a Purchase Money Security interest in the Motor Vehicle;
- (g) The Customer agrees that the Dealer may register any personal property security interest created by the Terms on the Personal Property Securities Register and the Customer waives its rights to receive a verification statement (as that term is defined in the PPSA) in respect of any financing statement or financing change statement (as those terms are defined in the PPSA) registered by the Dealer in respect of any personal property of the Customer. The parties agree that, insofar as the provisions of Chapter 4 of the PPSA are for the benefit of the Customer or place an obligation on the Dealer, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that the Dealer otherwise agrees in writing.

7. TERMINATION & DEFAULT

- (a) If the Dealer may, by written notice to the Customer, terminate the Contract at any time before delivery of the Vehicle is made, in which case the Dealer will refund to the Customer all monies paid by the Customer to the Dealer for the purchase of the Vehicle and return to the Customer any trade-in vehicle received from the Customer and neither party shall have any claim against the other. The Customer acknowledges that this right of termination is exclusive to the Dealer, however the Customer shall be entitled to any cooling off period allowed by the Laws.
- (b) If the Customer defaults in observing any of these Terms then without prejudice to any other rights and remedies of the Dealer, the Dealer may, after giving written notice to the Customer of the default and allowing the Customer a reasonable period within which to remedy the default, by written notice to the Customer, either seek to enforce the Contract or terminate the Contract.
- (c) If the Dealer terminates the Contract under clause 7(b) the Dealer may repossess and re-sell the Vehicle without being liable to the Customer and:
 - (i) retain any trade-in vehicle or other goods received from the Customer including proceeds of sale of same; and/or
 - (ii) forfeit any Deposit and retain any other money paid by the Customer on account of the Total Price of the Vehicle; and/or

TERMS AND CONDITIONS

- (ii) recover from the Customer by way of liquidated damages an amount, up to the greater of:
- (iii) 10% of the Total Price of the Vehicle; or
- (iv) all damages suffered by the Dealer through or because of the default including any loss of profit, shortfall in the re-sale of the Vehicle (if applicable) and reasonable expenses and costs incurred due to the default.

WARRANTIES AND REPRESENTATIONS

- i) The Dealer assigns to the Customer the benefit of any manufacturer's warranty existing in respect of the Vehicle but no other warranties are given by the Dealer save and except those specifically set out in the Contract or provided in the Laws;
- j) In particular, where the Vehicle is described as "used" in the Contract, the Customer acknowledges that the Dealer does not warrant that:
 - (i) the Vehicle's mileage as recorded by its odometer, log books or other recording device or record, is correct; or
 - (ii) any air bag which is supposed to be fitted to the Vehicle is in fact fitted and operational; or
 - (iii) is free from defects other than those defects the Vehicle must be free from as required by the Laws and, for a Registered Vehicle, those defects which may be identifiable under a mechanical inspection required for the production of a safety certificate or other certificate of inspection required to transfer the registration to the Customer.
- k) Where additional parts, accessories, products, or additional items referred to in the Contract have been supplied and/or fitted to the Vehicle which the Dealer has identified in the Contract as being after-market additions:
 - (i) the Customer acknowledges and agrees that those parts, accessories, products, or additional items may not be approved by the manufacturer of the Vehicle for use on the Vehicle and as such may not be covered by the Vehicle's manufacturer's warranty.
 - (ii) the Customer acknowledges and agrees that the use of those parts, accessories, products or additional items may affect any manufacturer's warranty and any guarantee or warranty provided by the Dealer under the Contract to the extent that the use of those parts, accessories, products or additional items affects the specifications of the Vehicle.
- l) The Dealer's contact details are stated in PART A of the Contract
- m) Clause 8 of the Terms is in addition to other rights and remedies under Australia Consumer Law.
- n) If the Customer is a Consumer (as defined by Section 3 of the Competition and Consumer Act 2010) the Vehicle comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

GST OBLIGATIONS

- i) The Customer acknowledges that the Dealer is making a taxable supply of the Vehicle to the Customer and that the Total Price includes GST. The Customer shall not object to the payment of GST provided the Customer is given an appropriate Tax Invoice from the Dealer.
- j) Where the Customer is making a taxable supply of a trade-in vehicle to the Dealer, the Customer acknowledges that:
 - (i) the Customer will be solely responsible for the payment of GST to the Australian Taxation Office in relation to the trade-in (based on the Trade-in Allowance) which shall be deemed to be GST-inclusive;
 - (ii) the Customer must give the Dealer a Tax Invoice for the supply of the trade-in vehicle provided that if the Dealer is able to issue a Recipient Created Tax Invoice then the Customer gives the right to the Dealer to issue such an invoice; and
 - (iii) the Dealer shall be entitled to claim an input tax credit in relation to the trade-in (based on the Trade-in Allowance).
- k) Where the Customer is not making a taxable supply of a trade-in vehicle to the Dealer, the Customer acknowledges that the Dealer shall be entitled to claim a notional input tax credit (based on the Trade-in Allowance).

0. GENERAL

- i) By signing the Contract, the Customer warrants that the Customer has read and fully understands these Terms and has not relied on any assurance, inducement, promise or representation made by the Dealer other than as specifically set out in the Contract.
 - j) The Customer acknowledges that, at the time of signing the Contract, various information relating to the Vehicle such as registration number, engine number, built date, compliance date, may not be available and as a consequence the Customer authorises the Dealer to insert in the Contract the appropriate information. The Customer acknowledges that all other material particulars of the Contract have been completed and inserted into the Contract prior to it being tendered for signing by Customer and no reasonable and non-material mistake or error or description shall invalidate the Contract.
 - k) The rights and remedies of the Customer and/or the Dealer contained herein are in addition to other rights and remedies of the Customer and/or the Dealer under the any State or Federal laws.
 - l) Except to the extent that application of any Laws may be excluded from the Contract, the Contract is subject to the Laws. In particular, nothing in the Contract shall affect any consumer guarantees the Customer is entitled to under the Laws.
 - m) Time is of the essence of the Contract.
 - n) Notices under the Contract may be given as follows:
 - (i) by ordinary post to the address of the recipient Party as shown in the Contract or notified in writing from time to time in which case receipt shall be deemed to have taken place two (2) business days after postage by the sending Party; or
 - (ii) by facsimile to the facsimile number of the recipient Party as shown in the Contract or notified in writing from time to time in which case receipt shall be deemed to have taken place at the time of transmission shown on a successful transmission report issued by the sending Party's facsimile machine.
- Notices may not be given by email but this shall not prevent informal communication between the Parties via email.
- i) The Contract shall be governed by the laws of the State of Queensland and the Parties submit to the jurisdiction of the Courts of Queensland.
 - j) If any of the provisions of the Contract should be judged invalid, unlawful or unenforceable for any reason whatsoever by Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion to such Provision or provisions would substantially alter the intention of the parties hereto expressed or implied) will not affect the operation, construction or interpretation of any other provisions of the Contract and the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from the Contract leaving the remaining Terms of the Contract valid and binding.
- No right under the Contract shall be deemed waived except by notice in writing. A waiver by the Dealer shall not prejudice its rights in respect of any subsequent breach of the Contract by the Customer. Any failure by the Dealer to enforce any clause of these Terms, or any forbearance, delay or indulgence granted by the Dealer to the Customer, shall not be construed as a waiver of the Dealer's rights under these Terms.
- The provisions of these Terms shall not be varied, except by agreement in writing signed by the Parties.
- j) Unless required otherwise by the Laws, any dispute under the Contract shall be resolved by arbitration by an independent arbiter appointed by the parties. The decision of the arbiter will be final and binding upon the Parties.

1. COOLING-OFF PERIOD

This clause does not apply to the Contract if:

- (i) the Vehicle is new;
 - (ii) the Vehicle is sold by auction;
 - (iii) the Vehicle is being sold on consignment and the Dealer is not the owner of the Vehicle; or
 - (iv) the Customer is a registered motor dealer under Motor Dealers and Chattel Auctioneers Act 2014.
- j) The Customer acknowledges that the executed Form 12 forms part of the contract
 - k) the day and time the cooling-off period starts is stated in the executed Form 12
 - l) the day and time the cooling-off period ends is stated in the executed Form 12
 - m) property in the motor vehicle does not pass to the buyer until the end of the cooling-off period, unless the buyer takes physical possession of the vehicle for a purpose other than—
 - (i) a vehicle inspection; or
 - (ii) a test drive;
 - n) the buyer or the buyer's agent may possess the vehicle during the cooling-off period, but only to have the vehicle independently inspected or to test drive the vehicle;
 - o) the buyer may avoid the contract at any time during the cooling-off period by giving written notice to that effect to the dealer in accordance with this Act; see Form 12
 - p) If the contract is avoided during the cooling-off period by the Customer the Dealer may keep \$100 of any Deposit paid ("the non-refundable Deposit");
 - q) if the contract is avoided during the cooling-off period, the motor dealer must return to the buyer—
 - (i) any trade-in vehicle offered by the buyer that the motor dealer has taken possession of; and
 - (ii) any deposit paid by the buyer, less the amount of non-refundable deposit
 - r) If the contract does not comply with subsection (1), the buyer, by written notice given to the motor dealer, may avoid the contract for the sale of the used motor vehicle.
 - s) The notice must be given to the motor dealer within 7 days after the day property in the vehicle passes to the buyer.

2. DEFINITIONS

These Terms, unless stated otherwise:

"Contract" means the contract or order form for purchase of the Vehicle to which these Terms are attached.

"Customer" means the purchaser/customer named on the Contract and if more than one each of them jointly and severally.

"Dealer" means the seller/dealer named in the Contract and includes its employees, contractors and agents acting within the scope of their authority.

"Dealership" means the premises at which the Vehicle is being stored as at the date of the Contract.

"Deposit" means any deposit payable as specified in the Contract.

"GST" means goods and services tax as defined in the GST Law.

"GST Law" means the A New Tax System (Goods and Services Tax) Act 1999.

"Laws" means the Competition and Consumer Act 2010, Competition and Consumer Regulations 2010, the Personal Property Securities Act 2009, the Sale of Goods Act 1974, the Motor Dealers and Chattel Auctioneers Act 2014 (including any amendments of those Acts from time to time) and any other State or Federal laws which affect the sale of motor vehicles in Queensland from time to time.

"Party" or "Parties" means a party or the parties to the Contract, being the Customer and the Dealer.

"Recipient Created Tax Invoice" has the meaning given to it in the GST Law.

"Registered" means the Vehicle is registered with the Queensland Department of Transport and Main Roads (or such other Government department which from time to time controls the registration of motor vehicles in Queensland) in Queensland and it is being sold to the Customer as a registered vehicle so that the Customer may have the benefit of the registration.

"Tax Invoice" has the meaning given to it in the GST Law.

"Terms" means these terms and conditions.

"Total Price" means the purchase price of the Vehicle shown on the Contract plus any additional fees and charges payable to the Dealer under these Terms plus all duties and taxes payable on the supply of the Vehicle including GST.

"Trade-in Allowance" means the discount or allowance on the purchase price of the Vehicle on account of the trade-in of a vehicle by the Customer as listed in the Contract as amended (if applicable) under these Terms.

"Vehicle" means the motor vehicle (and if more than one each of them) being purchased by the Customer as listed in the Contract.