

Trade In Vehicle Details

I _____ Declare

Strike out as applicable

- (a) - The trade-in vehicle is my property and I have the full authority of the owner to transfer all right, title and interest in the trade-in vehicle to the Dealer.

OR

- The trade-in vehicle is not my property and I have the full authority of the owner to transfer all right, title and interest in the trade-in vehicle to the Dealer.

OR

- Title to the trade-in vehicle is not encumbered in any way and there are no monies owing to any person in respect to it.

OR

- The trade-in vehicle is encumbered to:

Credit Provider: _____

Account Number: _____

Payout Required: _____

PPSR Record Number: _____

- (b) To the best of my knowledge, the odometer reading detailed above is a true representation of the distance travelled by the trade-in vehicle;

- (c) I am not bankrupt and have not committed any act of bankruptcy. If I sign these particulars on behalf of a company, I declare that the company is not in liquidation or under receivership or under official management;

- (d) I hereby declare that this vehicle is not a Statutory Write-off, is not listed on the Written-Off Vehicle Register (WOVR) and/or is not on a Current or Previous Repairable Write-Off Register.

- (e) The registration on the trade-in vehicle has not been cancelled nor am I aware of any circumstances which would cause the registration to be cancelled and no pension or other concessional rebate is applicable to the registration of the trade-in vehicle

- (f) The registration on the trade-in vehicle has not been cancelled nor am I aware of any circumstance which would cause the registration to be cancelled and no pension or other concessional rebate is applicable to the registration of the trade-in vehicle.

- (g) To the best of my knowledge, the trade-in vehicle has never been used as a taxi, hire-car or rental car and has never been subject to flood conditions.

Declaration for the Purpose of the PAYG (Withholding Tax) Legislation

The supplier of the trade-in vehicle clearly declares that the supplying entity:

Strike out as applicable

- Will provide a Tax Invoice for the supply of the above described trade-in vehicle as it holds an ABN which is _____ and it is registered for GST purposes;

OR

- Will not be providing a Tax Invoice for the supply of the above described trade-in vehicle because either:

- o the supply is made by it as an individual and is wholly private or domestic in nature; or
- o it holds an ABN which is but is not registered for GST purposes.

I declare and warrant for the benefit of the Dealer that the contents of this declaration are true, accurate and correct and I acknowledged get that the dealer may rely on such contents.

DECLARANT: _____ DATE: _____

DELIVERY RECEIPT

I acknowledge receipt of the goods as ordered and handover of traded in vehicle/s if applicable.

CUSTOMER SIGNATURE

AM/PM
TIME

/ /
DATE

Non Genuine Accessory Waiver

I acknowledge that the accessories as listed on page 1 of the Vehicle Purchase Contract identified as 'Non Genuine Accessories' have been explained to me as not being covered under the warranty conditions as supplied by the vehicle's manufacturer.

Signature _____

Form 12: Cooling Off Period Notice

NOTICE FOR COOLING OFF PERIOD FOR VEHICLES PURCHASED THROUGH DEALER FINANCE

Motor Dealers and Repairers Act 2013; sections 78–87

YOUR COOLING OFF RIGHTS

You are signing a contract to buy this vehicle. If finance for the purchase is being provided by the dealer or the dealer is arranging or facilitating the provision of credit through a linked credit provider, you may take advantage of the cooling off period. This is the period in which you may change your mind about buying this vehicle and terminate the sales agreement.

You have the right to decide within one business day of signing the contract not to proceed with the purchase and to terminate the sale agreement. You may take this action up until the end of the cooling off period. The period ends at the end of the next business day after you sign the contract that the dealer is open for business until 5pm. If the dealer closes before 5pm on the next day, the cooling off period ends at the close of business on the next day that the dealer is open for business.

You may terminate the contract by giving a written notice to the dealer. The notice may be signed by you or by your solicitor or barrister. You will not be able to take possession of the vehicle during the cooling off period unless the dealer agrees. If the dealer has agreed to let you take possession of the vehicle during the cooling off period, you may still terminate the contract.

If you terminate the contract during the cooling off period, you will have to pay the dealer \$250 or 2% of the purchase price, whichever is the lesser amount. You will also have to repay the dealer any amount paid for a trade-in. You will also be required to return the vehicle if you have taken delivery of it.

NO COOLING OFF PERIOD

there is no cooling off period in respect of:

- (a) a sale by a motor dealer to another motor dealer, a financier or a motor vehicle recycler, (b) a sale at a bonafide auction,
- (c) a sale of a vehicle intended to be used predominantly for business or other commercial purposes, or
- (d) a sale where the provision of credit by a linked credit provider of the motor dealer to the purchaser is not arranged or facilitated by the motor dealer.

WAIVING YOUR COOLING OFF PERIOD

You may waive your right to a cooling off period. Should you waive your right to a cooling off period YOU WILL LOSE YOUR RIGHT TO TERMINATE THE SALES AGREEMENT.

<input type="checkbox"/> I wish to keep my right to a cooling off period	Purchaser's signature _____ Date: _____
<input type="checkbox"/> I wish to waive my right to a cooling off period	Purchaser's signature _____ Date: _____

TERMS AND CONDITIONS

1. The Purchase Price of the motor vehicle is the amount shown as Total Amount Payable" in Section A.
(a) The purchase price may be varied if before the delivery of the motor vehicle there is a change in the manufacturers recommended retail price, statutory charges or applicable taxes and duties. The Dealer shall give the Customer written notice of any variations in the purchase price. If the purchase price is varied due to an increase in the recommended retail price, the Customer may rescind this contract any time within three (3) days after receipt of the written notice of variation.

2. The Customer shall take delivery of the motor vehicle at the Dealer's premises within seven (7) days of the Dealer notifying the Customer that the motor vehicle is available for delivery.

3. At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer the balance of the Purchase Price (if any) shown as "Balance Payable" in Section A

4. Before taking delivery of the motor vehicle the Customer shall deliver to the Dealer the trade-in vehicle together with all accessories, extras and attachments fitted at the time of valuation. If the trade-in vehicle is not in substantially the same condition as when valued by the Dealer, the parties may negotiate a variation in the net trade-in allowance. The said Trade-in vehicle/s are subject to re-evaluation 21 days from the date of this contract.

5 Until the Dealer has received payment in full 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.

6 The Customer shall be deemed not to have paid the purchase price until the Dealer receives payment and unencumbered title to any trade-in vehicle and all other payments are credited to the Dealer's account.

7. While the Customer holds possession of the motor vehicle as bailee he/she:
(a) is responsible for its proper care and maintenance;
(b) is liable for any loss or damage occasioned to it subject to the Customer's obligations, if the contract is terminated under any Cooling Off Right applicable to the Contract and
(c) will indemnify the Dealer against any claim arising from its use.

8 Where the Dealer is entitled to reclaim possession of the motor vehicle, the Customer authorises the Dealer, its servants and agents to lawfully enter the Customers property for the purposes of retaking possession.

9. Where the customer requires finance to be provided for the payment of the motor vehicle

(a) The Customer shall promptly provide the Dealer and/or the Financier with information necessary to allow a determination of the Customers finance application.

(a) If the application for finance is other than through the Dealer the Customer shall promptly advise the Dealer of the outcome of this application for finance.

(b) If the application for finance is other than through the Dealer and has been unsuccessful the Dealer shall be entitled to endeavour to arrange such finance on behalf of the Customer and upon such terms and conditions as are reasonable and normal within the motor vehicle financing guidelines at the time of this Contract. The Dealer shall promptly advise the Customer of the outcome of such application for finance.

(c) Subject to the requirements of this clause having been met if the Customer has been unable to obtain such finance then within 2 days of being advised that finance is not available the Customer may by notice in writing to the Dealer rescind this contract.

10. Both parties acknowledge that the Dealer shall be entitled to claim by way of pre-estimated liquidated damages from the Customer an amount equal to 5% of the Total Amount Payable in section A less any forfeited deposit.

11 Where the Customer refuses or fails to take delivery of the motor vehicle other than under the cooling off right under section 29CA the Motor Dealers Act 1974 (NSW) applicable to this contract (Cooling Off Right) or is otherwise in breach of his obligations under this Contract, the Dealer may terminate this Contract by written notice to the Customer. If that occurs any deposit paid or payable by the Customer to any amount not exceeding 5% of the total Purchase Price of the motor vehicle shall be forfeited to the Dealer.

12. Where this Contract is lawfully rescinded (other than by exercise of the Cooling Off Right), the dealer shall refund any 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 the actual costs of repairs and improvements, including GST, 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

\$.....which the parties agree is fair and reasonable compensation.

13. If the Customer is entitled and duly elects to terminate this contract under the Cooling Off Right;

13.1 The Customer is liable to the dealer for any damage to the motor vehicle while it was in the Customer's possession, other than fair wear and tear;

13.2 The Dealer need not return any trade in vehicle if the dealer is unable to return it because of a defect in the trade in vehicle, not caused by the Dealer, that renders the trade in vehicle incapable of being driven or un roadworthy but the Dealer must permit, and the Customer must arrange for the collection of the trade in vehicle from the Dealer within 24 days of exercise of the Cooling Off Right;

13.3 The Customer (if the Customer has accepted delivery of the motor vehicle before termination) must return the motor vehicle to the Dealer unless the Customer is not able to return it because the motor vehicle because of a defect in the motor vehicle, not caused by the Customer that has rendered the motor vehicle incapable of being driven or un roadworthy in which case the Customer must permit, and the Dealer must arrange for, the collection of the motor vehicle; and

13.4 any "tied loan contract" within the meaning of the Consumer Credit (New South Wales) Code is terminated and section 125(2)-(6) of the Code applies to that termination as if it were a termination referred to in that section.

14. No warranties apply to this Contract with the exception of any which have been implied pursuant to any Commonwealth or State law and which may not by law be excluded there from together with any expressed warranties, the term of which are set out herein

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

16. The contract is to be executed in full as per the schedule on page 1 without any substitutions or modifications with respect to traded vehicles, accessories and vehicle Modifications.

17. We recommend Allianz and have included Allianz CTP in the price for your vehicle. However, you are able to choose the CTP insurer for your vehicle.

PRIVACY DECLARATION

I acknowledge that I have read the Privacy Statement of the Janart Holdings Proprietary Limited and I understand that it is an organisation that is bound by the National Privacy Principles under the Privacy Act 1988, and agree to the terms and conditions of the Statement.

By signing this Declaration I give permission to Janart Holdings Proprietary Limited and any of its associated suppliers and partners to use the personal information that I have provided, to notify myself of "Sales Events", "Service Reminders", "Company Newsletters" or other direct marketing correspondence that is sent out to customers by Janart Holdings Proprietary Limited periodically throughout the year

I also grant Janart Holding's Proprietary Limited, and any of the dealerships within their organisation, permission to use photos/ footage and/or testimonials of myself taken for the purpose of marketing and/or testimonial of my experience at any of their dealerships.

I understand and consent to the photo/footage being used on websites, marketing material and social media sites relating to Janart Holdings Proprietary, or any of their dealerships, and acknowledge that it may be used in conjunction with advertising their services in the future.

Customers Signature:_____ Date:_____

DETERMINATION AS TO CREDIT Strike out as applicable

1. The Customer does not require credit from any source to be provided for the payment of the motor vehicle, OR

2. The customer requires credit to be provided before effect can be given to the Contract and will take reasonable steps themselves to arrange credit without delay. OR

3. The customer requires credit to be provided before effect can be given to the Contract and authorises the Dealer to arrange credit on his/her behalf
SIGNATURE _____

READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN. THIS DOCUMENT BECOMES A LEGALLY BINDING CONTRACT UPON ACCEPTANCE BY THE DEALER

_____/____/____

_____/____/____
CUSTOMER'S SIGNATURE DATE

_____/____/____
DEALER'S SIGNATURE DATE