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Demonstrator Vehicle Contract

Customer Name Youngblood Property Solutions P/I		Purchaser		Customer No	188462
Address 20 Idaline Street, Collaroy Plateau NSW 2097				Deal No	97666
ABN Number Non registered	Email tim@youngbloodps.com.au			Deal Date	04 FEB 2019
Res Ph	Bus Ph	Fax	Mobile (0412) 684 851	Cust Order No	
Date of Birth 17 SEP 1982	Driver Name	Licence Number 13332248	Licence Expiry 01 FEB 2020	Price Level	Retail
				Salesperson	Brad Highland

Make HOLDEN RGK82C43CD1SCPP	Model HSV M19 HSV Colorado S/Cat + 2.8 TDSL Aut	Colour Summit White
Body Type UTILITY	Odometer	Trim Matching
Stock Number H27690	Rego No	Build Date 01 JUL 2018
Vin No MMU148PK0KH621825	Engine No LWNG181971042	Comp Date Sep 18
		Rego Expiry

Details Of Purchase		Details Of Settlement	
	Amount		Amount
Vehicle Price	62718.18	Trade-In Vehicle Particulars	
<i>Colour/Trim as applicable</i>	Included	The Trader agrees to allow part of the total price for the Motor Vehicle to be discharged by the Purchaser delivering to the Trader. The undermentioned Trade-In Vehicle including all extras and accessories now on or attached thereto, free of all encumbrances, hereinafter called 'Trade-In Vehicle', at the time and on the Terms and conditions contained herein.	
Genuine HOLDEN fitted options		Make & Model	
<i>Tub Liner</i>	272.73	VOLKSWAGEN CRAFTER 2ED1 MY16 35 TDI300 VAN M 6sp 2.0TDI (80kW)	
<i>Sail Plane</i>	1181.82	Yr 1st reg	
Non-Genuine Dealer Fitted Accessories		Body Type	
<i>Tow package</i>	909.09	VAN	
<i>Loadmaster</i>	454.55	Registration No	
<i>Roof racks and o rings</i>	454.54	YNG247	
<i>2 x cup holder</i>	63.64	Engine No	
<i>full tank of fuel</i>	Included	Serial No	
Other Costs & Charges		Ext Colour	
<i>Business Registration Fee</i>	755.00	Int Colour	
<i>CTP - Allianz Insurance</i>	766.00	Yr of Manuf	
<i>Slim White Plates</i>	107.00	Distance on Odometer	
<i>Transfer Fee</i>	33.00	Expiry Date	
<i>Dealer Delivery</i>	2995.00	At the time of signing this Agreement with the Purchaser believes is true	
<i>Stamp Duty (Calculated on 61,500.00)</i>	1845.00	Signature of Person Authorised to Trade-In Motor Vehicle	
Discount	-13155.00	<i>Allowance for Trade-In</i>	20500.00
		Less payout to	0.00
		<i>Net Trade-In Allowance</i>	20500.00
		Amounts Received by Dealer	
		<i>Receipt No: DE21405 - Deposit</i>	2000.00
		Part Settlement	22500.00
		Balance of 42490.01 to be settled by	
		Amount to be Financed	
		Balance by Bank Transfer	
GST	5589.46	TOTAL Settlement Amount	64990.01
TOTAL Purchase Amount	64990.01		

Estimated Delivery Date	Special conditions
10 FEB 2019	

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. Are you happy for us to register your car with Allianz CTP? Yes / No (Purchaser to strike out whichever does NOT apply and initial) (Note: Only applicable to new vehicles)

Terms and conditions and covenants attached to this document form part of this agreement.

Purchaser Signature	Witness Signature	Trader Authorised Employee Signature
Date Purchaser Signed	Witness Name	Date Employee Signed

PARTICULARS OF TRADE-IN VEHICLE AND DECLARATION

Make & Model: VOLKSWAGEN CRAFTER 2ED1 MY16 35 TDI300 VAN M 6sp 2.0DT (80kW)		Body Type: VAN
Registration No: YNG247	Built Plate Date:	Odometer Reading:
VIN No:	Engine No:	

I, _____ DECLARE:
(Name of Declarant)

- a) That:
The trade-in vehicle is my own property and was purchased from: _____
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;
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 by way of: _____ (lease, mortgage, etc)

*Strike out as applicable and initial additions and deletions.

Credit Provider:	
Account Number:	Payout Required:

- 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) 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, hail damage or insurance write-off.
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) To the best of my knowledge there are no fines or infringement notices outstanding in relation to the trade-in vehicle;

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

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

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

*Strike out as applicable and initial additions and deletions.

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

DECLARANT: _____ DATE: _____

IMPORTANT: READ THIS DECLARATION CAREFULLY BEFORE SIGNING

FOR OFFICE USE ONLY - PPSR CHECK

Reference:	Date:	Time:
Result:		

PRIVACY NOTICE

We (the Dealer) collect and use your personal information so that we can fulfil our obligations under this contract and for related purposes such as improving customer service and facilitating the supply of associated goods and services which you have requested or are entitled to. If you do not provide this information we may not be able to provide you with the goods and services you require, or the level of service on which we pride ourselves.

We may share your information with manufacturers, regulatory and licensing authorities, insurance companies, finance providers, companies related to us and third party service providers (which may be overseas). Our Privacy Policy is available on our website and contains information about how we handle your personal information, how to access or correct it, how to make a complaint if you feel that we have not handled your personal information correctly and how we deal with complaints.

From time to time we would like to send you information about other products and services which you may be interested in. If you do not wish to receive this information please tick here. ☐

DELIVERY RECEIPT

I acknowledge receipt of goods as ordered

Customer Signature: _____ Date: _____ Time: _____

TERMS AND CONDITIONS

Unless otherwise stated, the Customer and Dealer agree as follows:

- The Purchase Price of the motor vehicle is the amount shown as "Total Purchase Amount" in Details of Purchase.
- The Purchase Price may be varied if before the delivery of the motor vehicle, there is a change in the manufacturer's recommended retail price, statutory charges or applicable taxes and duties. 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 in the recommended retail price, the Customer may rescind this Contract any time within three (3) days receipt of the written notice of the variation.
- The Dealer shall use its best endeavours to acquire the motor vehicle by the estimated delivery date, but shall 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.
- 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.
- If the Dealer has not delivered the motor vehicle to the Customer within thirty (30) days of the estimated delivery date, the Customer may by notice in writing to the Dealer rescind this Contract.
- Both the Dealer and the Customer acknowledge by signing this Clause in the space provided below that the motor vehicle is of unusual design or combines unusual options and that the Customer waives his right to rescission as provided in Clause 5. Dealer: _____ Customer: _____
- At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer the balance of the Purchase Price shown as "Balance Payable" in Details of Settlement.
- 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 substantially the same condition as when valued by the Dealer, the parties may negotiate a variation in the net trade-in allowance or either party may rescind this Contract.
- 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.
- The Customer shall be deemed not to have paid the Purchase Price until the Dealer receives clear and unencumbered title to any trade-in vehicle and all other payments are credited to the Dealer's 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 subject to the Customer's obligations, if the contract is terminated under any Cooling Off Right applicable to the Contract; and
 - will indemnify the Dealer against any claim arising from its use.
- 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 Customer's property for the purposes of retaking possession.
- Where the Customer requires finance to be provided for the payment of the motor vehicle, the Customer shall promptly provide the Dealer and/or the Financier with information necessary to allow a determination of the Customer's finance application.
- Where the Customer advises the Dealer before entering into the Contract that he/she requires credit to be provided for the payment of the motor vehicle and having taken reasonable steps has been unable to obtain credit, the Customer may with in a reasonable period by notice in writing given to the Dealer rescind the Contract.
- Where the Customer refuses or fails to take delivery of the motor vehicle other than under the cooling off right under section 29CA of 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 vehicle shall be forfeited to the Dealer. 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 Purchase Amount Payable in Details of Purchase less any deposit forfeited.
- Where the 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.
- If the Customer is entitled and duly elects to terminate this Contract under the Cooling Off Right;
 - 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;
 - 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 unroadworthy, but the dealer must permit, and the Customer must arrange for, the collection of the trade-in vehicle from the Dealer within _____ days of the exercise of the Cooling Off Right;
 - 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 of a defect in the motor vehicle, not caused by the Customer that has rendered the motor vehicle incapable of being driven or unroadworthy in which case the Customer must permit, and the Dealer must arrange for, the collection of the motor vehicle; and
 - any "tied loan contract" with in 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.
- 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 therefrom together with any express warranties, the terms of which are set out herein.
- Any addition to or variation of these terms and conditions will have no effect unless made in writing and signed by the parties to this contract.

* Clause 2 applies only to new vehicles.

DETERMINATION AS TO CREDIT REQUIREMENTS

(Delete / Initial as appropriate)

- The Customer does not require credit from any source to be provided for the payment of the motor vehicle, OR
- The Customer requires credit to be provided before effect can be given to this Contract and will take reasonable steps to arrange credit without delay, AND/OR
- The Customer authorises the Dealer to arrange credit on their behalf.

Signature _____

- IMPORTANT -

READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN

THIS DOCUMENT BECOMES A LEGALLY BINDING CONTRACT

UPON ACCEPTANCE BY THE DEALER

CUSTOMER'S SIGNATURE

ACCEPTED FOR & ON BEHALF OF THE DEALER

DATE OF CONTRACT **4.2.19**