

**1.1** The Purchase Price of the motor vehicle is the amount shown as **"Total Purchase Amount"**.

**1.2** 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 & Quote Me 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 after receipt of the written notice of the variation.

**2.1** 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.

**2.2** The Customer shall take delivery of the motor vehicle at the Dealer's Premises within (7) days of the Dealer notifying the Customer that the motor vehicle is available for delivery

**2.3** If 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.

**2.4** 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 2.3.

Dealer:.....  
Customer:.....

**3.1** At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer the balance of the Purchase Price shown as "Total Purchase Amount"

**3.2** 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 or either party may rescind this contract.

**3.3** Until the Dealer has received payment in full of the Quoted Price issued to Quote Me, title in the motor vehicle shall not pass to the Customer and the Customer shall hold possession of it as bailee only.

**3.4** 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.

**3.5** 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.

**3.6** 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.

**3.7** The Dealer and Customer acknowledge Quote Me P/L as the introducer of customer to dealership. Vehicle Payments or deposits taken by Quote Me are forwarded (less any outstanding associated invoices) to the dealer 48 hours before the delivery date shown.

**3.8** The supplying new car dealer is not responsible for the trade vehicle if there is an alternate dealer licence nominated below. Instead the nominated purchasing agent will pay via eft the valued amount (less Quote Me Fees) to the dealer supplying the new car. (This amount is the dealer quoted price - the client changeover price)

**4.1** Where the Customer requires finance to be provided for the payment of the motor vehicle, the Customer shall promptly provide the Dealer and/or Financier with information necessary to allow a determination of the Customer's finance application.

**4.2** Where the Customer advises the Dealer before entering into this 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 within a reasonable period by notice in writing given to the Dealer rescind the contract.

**5. 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.**

**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 damages from the Customer an amount equal to 5% of the "Total Purchase Amount" less any deposit forfeited.**

**6.** Where this Contract is lawfully rescinded (otherwise 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.

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

**7.1** 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;

**7.2** 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 unroadworthy, but the Dealer must permit, and the Customer must arrange for, the collection of the trade in vehicle from the Dealer with in 24 hours of exercise of the Cooling Off Right;

**7.3** 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 unroadworthy in which case the Customer must permit, and the Dealer must arrange for, the collection of the motor vehicle; and

**7.4** 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.

**8.** 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.

**9.** 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.

#### PRIVACY STATEMENT

**1.** The Dealer is an organisation bound by the National Privacy Principles under the Privacy Act 1988. A copy of the Principles is available for perusal at the Dealer's premises or from the Office of the National Privacy Commissioner.

**2.** The kind of information the dealer holds is that detailed within this contract document or other information necessary to establish the Customer's identification.

**3.** The main purposes the Dealer will use this information will be to facilitate the delivery of the goods which are the subject of this contract; and to meet the requirements of government authorities and third party suppliers associated with the supply of the motor vehicle and related goods. Associated services will include the vehicle and the provision of warranty and servicing for the vehicle; insurance and registration of the vehicle; and the provision of information about new products related to vehicle use which becomes available from time to time.

**4.** The kinds of people that may be provided with information relating to you will include the NSW Roads and Traffic Authority, insurance companies, suppliers of cars and other automotive products and services.

**5.** If you have any query or concerns about the way the Dealer manages your personal information, you should contact your sales consultant.

**6.** You may request access to your personal information held by the Dealer, by contacting the person nominated in clause 5 above.

**7.** Please tick this box if you do not wish to receive any marketing material from the Manufacturer, Manufacturer Dealers or other Manufacturer entities.

#### DETERMINATION AS TO CREDIT Delete and initial as appropriate

**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 .....

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

..... date  
CUSTOMERS SIGNATURE

..... date  
CUSTOMER'S SIGNATURE.

..... date  
DEALERS SIGNATURE

**Where the dealer supplying the new car is not the dealer or wholesaler that is purchasing the trade vehicle**

3.2 If the trade in vehicle is not being traded by the supplying dealer Quote me will have nominated an alternate wholesaler to purchase the vehicle. The new car supplying dealer agrees to hold the traded vehicle and release it to the nominated wholesale buyer upon receiving payments totalling the dealers quoted price on the new car. On behalf of the nominated buying dealer Quote me 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 re-valued. As the customer is permitted to use the vehicle between initial valuation and delivery of new car, the customer is responsible for the following whilst the trade-in is in their possession; proper care and maintenance (including but not exclusive to the following: servicing, tyres, and mechanical repairs), registration renewals, loss or damage to the vehicle, insurance claims, and depreciation. Any kilometres travelled above the odometer cap provided will be charged at 25c/kilometre, further depreciation may also be charged beyond this following the aforementioned 30 day period. 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 Quote me ) at the time of delivery of the trade in vehicle to Quote Me or a wholesale agent nominated by Quote Me . 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. 3.3a. The customer must pay or allow to Quote Me on demand the difference (if any) between the value of the trade in vehicle provisionally determined by Quote Me and the actual value of the trade in vehicle when delivered to Quote Me 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 Quote Me, upon request. **3.3b** Until the Dealer has received payment in full of the Quoted Price issued to Quote Me, title in the motor vehicle shall not pass to the Customer and the Customer shall hold possession of it as bailee only. **3.3c** The Customer shall be deemed not to have paid the purchase price until the Dealer receives payment and the nominated wholesaler buying the traded vehicle has unencumbered title to any trade-in vehicle and all other payments are credited to the Dealer's account.

