

Motor dealers and chattel auctioneers Form 12

Cooling-off period and statutory warranty

Motor Dealers and Chattel Auctioneers Act 2014

This form is effective from 1 September 2019

ABN: 13 846 673 994

WARNING

The client is advised to seek independent legal advice before signing this form.

Motor dealer must complete and give this form to the buyer immediately **BEFORE** completing a contract for sale of a vehicle.

Chattel auctioneer must complete and give this form to the buyer immediately **AFTER** completing a contract for sale of a warranted vehicle.

If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.fairtrading.qld.gov.au or phone on 13 QGOV (13 74 68).

Part 1—Selling agent details

Selling agent

Tick which applicable

Motor dealer Chattel auctioneer Motor dealer salesperson

NameCars on Terms.....

Licence number 3174025 Expiry date 26/02/2019

Address1223 Logan Rd.....

SuburbMount Gravatt..... State Qld Postcode 4122

Phone07 3349 4848..... Fax07 3349 0868.....

Mobile.....

Email address..... Sales@CarsonTerms.com.....

Part 2—Buyer details

Buyer 1

Note: Attach annexures with details of additional buyers if required

Name xxxxx

Address xxxxxxxx.....

Suburbxxxxxxxxx State Qld

Phone ...xxxxxx..... Fax Mobile.. xxxxxx

Email address ...xxxxxx

Part 3—Motor vehicle details

Make and modelxxxxx.....

Built date xxx

VIN xxxxxx Engine number ..xxxxx

Registration number xxxxxxxx Type (wagon, ute, sedan, 4x4 etc)....xxxxx

Odometer reading xxxxxxx Colourxxxxxxx.....

Part 4—Written off vehicle

If the vehicle is a written off vehicle the motor dealer must declare it here:

Repairable write-off Statutory write-off (unable to be registered again)

Part 5—Cooling-off period—motor vehicle

Section 1

This section must be completed before contract is signed.

Note: A cooling-off period does not apply to the following types of used motor vehicle:

- unregistered motor vehicle that cannot be registered in Queensland
- unregistered motor vehicle intended for wrecking or dismantling
- commercial vehicle
- caravan.

A cooling-off period applies to this car? Yes No

A one day cooling-off period applies to this vehicle providing it is not a new car, was not sold by auction and you (the buyer) do not take physical possession of the vehicle for a purpose other than a vehicle inspection or a test drive.

To exercise your right to cancel this contract you must provide the dealer with written notification prior to the cooling-off period ending.

Cancelling the contract within the cooling-off period may result in you forfeiting up to \$100. All other monies paid must be refunded by the motor dealer.

- a) The cooling-off period ends at 5:00 pm the next business day (excludes Sunday and public holidays). If the motor dealer closes prior to 5:00 pm, the cooling-off period is extended to next business day before the motor dealer's normal closing time.
- b) The cooling-off period ends when the buyer takes permanent physical possession of the vehicle (not for an inspection/test drive).

The cooling-off period:

Start time 11:38 am on xxxxxxxx

Ends at 5:00pm on xxxxxxxxxx

Section 2

Cancellation of agreement during cooling-off period

To the buyer

To cancel your contract during the cooling-off period, you may either deliver, email or fax this section or write a letter to the motor dealer within the one business day cooling-off period.

I, (buyers name)

of State Postcode

exercise my cooling-off rights during this cooling-off period and withdraw my intention to purchase the vehicle. I exercise my rights by signing this notice and giving it to the dealer.

Buyers full name

Signature / /
D D / M M / Y Y Y Y

Left blank intentionally,
Please turn over for more details

Part 6—Statutory warranty

	<p>This motor vehicle (tick whichever applies):</p> <p><input type="checkbox"/> HAS a 'class A' statutory warranty <input checked="" type="checkbox"/> HAS a 'class B' statutory warranty</p> <p><input type="checkbox"/> DOES NOT have a statutory warranty. Reason</p> <p>The buyer took possession of the vehicle on xxxxxxxx</p> <p>Name of warrantor (licensee who owns the vehicle at the time of the sale) Cars on Terms.....</p> <p>Business address of warrantor (if different to licensee) </p> <p>SuburbMount Gravatt..... State QLD Postcode 4122</p> <p>Warrantor contact detail: Phone07 3349 4848.....Fax</p> <p>MobileEmail addresssales@carsonterms.com.....</p>
	<p>A 'class A' statutory warranty applies when:</p> <ul style="list-style-type: none"> • on the sale date, the odometer reading is less than 160,000km; AND • the built date is no more than 10 years before the sale date. <p>The 'class A' warranty period STARTS when the buyer takes possession of the warranted vehicle and ENDS, when the first of the following happens or is reached:</p> <ul style="list-style-type: none"> (i) the vehicle travels 5,000km since the time of taking possession; OR (ii) 5:00 pm on the day 3 months after the time of taking possession if that day is not a Sunday or a public holiday and on that day the warrantor's place of business is open for business; OR (iii) 5:00 pm on the first day, after the day 3 months after the time of taking possession that is not a Sunday or public holiday and the warrantor's place of business is open for business. <p>A 'class B' statutory warranty applies when:</p> <ul style="list-style-type: none"> • on the sale date, the odometer reading is 160,000km or more; OR • the built date is more than 10 years before the sale date. <p>The 'class B' warranty period STARTS when the buyer takes possession of the warranted vehicle and</p> <p>ENDS, when the first of the following happens or is reached:</p> <ul style="list-style-type: none"> (i) the vehicle travels 1,000km since the time of taking possession; OR (ii) 5:00 pm on the day 1 month after the time of taking possession if that day is not a Sunday or a public holiday and on that day the warrantor's place of business is open for business; OR (iii) 5:00 pm on the first day, after the day 1 month after the time of taking possession that is not a Sunday or public holiday and the warrantor's place of business is open for business. <p>The following used vehicles are NOT covered by statutory warranty:</p> <ul style="list-style-type: none"> (a) an unregistered motor vehicle that is— <ul style="list-style-type: none"> (i) incapable of being registered in Queensland because of its design; or (ii) a written-off vehicle; or (b) a motor vehicle sold on consignment, unless the owner of the vehicle is a motor dealer or auctioneer; or (c) a caravan; or (d) a motorcycle; or

(e) a commercial vehicle.


A commercial vehicle is a motor vehicle built mainly for carrying or hauling goods or designed to carry more than nine persons but does not include a utility with a nominal load carrying capacity of one tonne or less.

<p>The warranty period for a warranted vehicle (a vehicle that on the day of its sale has an odometer reading of less than 160,000 km AND its built date is no more than 10 years before the day of its sale).</p> <p>1. The warranty period STARTS when the buyer takes possession of the warranted vehicle and ENDS:</p> <p>(i) at 5:00 pm on the first day that is not a Sunday or public holiday, three months after the day the vehicle is sold when the warrantor's place of business is open for business</p> <p>(ii) at the time the vehicle travels 5,000 km after it is sold; whichever happens first.</p> <p>2. The warranty period is extended by 1 day for each day or part of a day the warranted vehicle is not in the possession of the buyer of the vehicle.</p> <p>The buyer took possession of the vehicle on 21/09/2021</p> <p>The statutory warranty covers</p> <p>The warrantor of a warranted vehicle guarantees that—</p> <p>(a) the vehicle is free from defects at the time of taking possession and for the warranty period; and</p> <p>(b) defects in the vehicle reported during the warranty period will be repaired by the warrantor free of charge.</p> <p><i>defects</i> does not include defects not covered by the statutory warranty (* A warranted vehicle has a defect if a part of the vehicle does not perform its intended function OR has deteriorated to an extent where it cannot reasonably be relied on to perform its intended function.)</p> <p>Warranties and mandatory text</p> <p>From 1 January 2012, regulation 90 of the Competition and Consumer Regulations 2010 requires that any document that evidences a 'warranty against defects' must be transparent and state:</p> <ul style="list-style-type: none"> • what the business giving the warranty must do if goods are faulty or defective (eg: repair or replace the goods) • what the consumer must do to claim under the warranty (eg: not misuse the goods) • the name, business address, telephone number and email address (if any) of the business giving the warranty • the warranty period (ie: how long the warranty lasts for) • whether the business or the consumer is responsible for expenses associated with a warranty claim and how the consumer can claim back any expenses incurred and • that the benefits provided to the consumer by the warranty are in addition to other rights and remedies available to the consumer under the law. <p>Under regulation 90(1)(c) and (2) all warranties against defects must also state verbatim the following prescribed text:</p> <p>'Our goods come 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 reasonable foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure'.</p> <p>The statutory warranty DOES NOT cover:</p> <ul style="list-style-type: none"> • a defect in the vehicle's paint work or upholstery that should have been apparent on any reasonable inspection of the vehicle before the time of taking possession; • a defect after the time of taking possession— <ul style="list-style-type: none"> (i) arising from or incidental to any accidental damage to the vehicle; or (ii) arising from the buyer's misuse or negligence; or (iii) in an accessory to the vehicle not fitted to the vehicle when sold to the buyer; • a defect in the vehicle's fitted airbag • a defect in the vehicle's installed audio entertainment device; for example: a radio, tape recorder, CD player or a digital audio device, that performs a comparable function; and a defect in any of the following— • a tyre or tyre tube; • a battery; • a light other than a warning light or a turn indicator light used as a hazard light; • a radiator hose; • a radio aerial or other aerial; • spark plugs; • distributor points; wiper rubbers; • oil or an oil filter; • a fuel filter or air filter; • a hose for a heater unit.


Part 6—Statutory warranty continued

	<p>The following used vehicles are NOT covered by this statutory warranty:</p> <p>(a) an unregistered motor vehicle that is— (i) incapable of being registered in Queensland because of its design; or (ii) a written-off vehicle; or</p> <p>(b) a motor vehicle sold on consignment, unless the owner of the vehicle is a motor dealer or auctioneer; or</p> <p>(c) a caravan; or</p> <p>(d) a motorcycle; or</p> <p>(e) a commercial vehicle.</p> <p>A commercial vehicle is a vehicle built mainly for carrying or hauling goods or designed to carry more than nine persons. However, a utility with a nominal load carrying capacity of one tonne or less is not a commercial vehicle and has a Statutory Warranty.</p> <p>Buyer's obligation regarding warranty</p> <p>If a repair is required under statutory warranty, the buyer must give written notice to the warrantor prior to repair.</p> <p>Delivery of motor vehicle when making claim on statutory warranty—Once the buyer gives written notice of the defect to the warrantor, the buyer is advised that it is their obligation to deliver the motor vehicle that is to be repaired under the statutory warranty to the warrantor, or a qualified repairer nominated in writing by the warrantor, if the motor vehicle is within 200 kms of the warrantor's place of business.</p> <p>If the motor vehicle is located more than 200 kms from the warrantor's place of business at the time the buyer gives written notice to the warrantor of the defect, the buyer must deliver the motor vehicle to the closest qualified repairer nominated in writing by the warrantor; or otherwise deliver the vehicle, at the warrantor's expense, to another qualified repairer nominated in writing by the warrantor.</p>
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Part 7—Motor dealer/chattel auctioneer declaration

<p>Note: A registered motor dealer salesperson working for a dealership can sign this form on behalf of the licensed dealer.</p>	<p>ICars on Terms Pty Ltd..... (motor dealer/chattel auctioneer), declare:</p> <p><input checked="" type="checkbox"/> There is no prior contract with another buyer to purchase this vehicle (motor dealer only).</p> <p><input checked="" type="checkbox"/> I have not attempted to persuade the buyer to forfeit their cooling-off rights (motor dealer only).</p> <p><input checked="" type="checkbox"/> This motor vehicle has a statutory warranty.</p> <p><input type="checkbox"/> This motor vehicle does not have a statutory warranty.</p> <p><input type="checkbox"/> I have not attempted to persuade the buyer to forfeit their statutory warranty.</p> <p><input type="checkbox"/> I have informed the buyer if the vehicle is an unregistered written-off vehicle or was previously a written off vehicle.</p> <p>Motor dealer/chattel auctioneerRodney Clayton.....</p> <p>Signature..... Date 21/09/2021</p>
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Part 8—Acknowledgement by the buyer

<p>Buyer 1</p>	<p>I xxxxxxxx.....(the buyer)</p> <p>acknowledge that I have read and understood the motor dealer 's/chattel auctioneer 's declaration.</p> <p>Full name xxxxxxxx</p> <p>Signature..... Date 21/09/2021</p>
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