

Form 5 - Second-hand Vehicle Dealers Act 1995

Particulars to be included in a contract for the sale of a second-hand vehicle by a dealer

Dealer reference or stock number:	
Name in which dealer is licensed:	
Business address:	
Purchaser's name:	
ABN:	
Address:	
Date of birth:	Phone number:
Email address:	Driver's licence or client number:
Purchaser's name:	
ABN:	
Address:	
Date of birth:	Phone number:
Email address:	Driver's licence or client number:

Make:	Model:	Body type:	Body colour: Trim colour:
Year of manufacture:	Year of first registration:	Registration number:	Expiry date:
Engine number:	VIN number:	Odometer reading:	

Details of purchase	\$	c	Method of payment	\$	c
Purchase price			Deposit:		
Additional options, accessories etc - strike through if not applicable:			Trade-in allowance - strike through if not applicable:		
Total price of vehicle:			Less pay-out: (Name of financier):		
			Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund):		

Registration (number of months - 3 or 12) remaining: months <input type="text"/>	Equity (deficiency):
	Less refund to purchaser:
Stamp duty and/or transfer fee:	Net equity (or deficiency):
Dealer to arrange above <input type="checkbox"/> Yes <input type="checkbox"/> No	Total deposit and trade-in:
If Yes - Dealer handling fee:	Payable on delivery:
The dealer may charge: if the vehicle is required to be presented for inspection at a recognised inspection facility - a maximum of \$385 in any other case - a maximum of \$100.	(Amount payable on delivery includes amount to be financed where applicable)
Other - (give full details including other parties to whom payment must be made):	
Total payable:	Total payment:

Trade-in details (strike out if does not apply)	
Make:	Model:
Body type:	Body colour: Trim colour:
Year of manufacture:	Year of 1st registration:
Registration number:	Expiry date:
Engine number:	
VIN number:	Odometer in kms:
Payout to:	
Account number:	Valid until:

Ownership and odometer declaration (strike out if does not apply)

I declare that:

(a) the trade-in is my own unencumbered property except as otherwise stated above and does not, to the best of my knowledge and belief, have a security interest (except any interest stated above) registered against it on the Personal Property Securities Register (PPSR); and

(b) the odometer reading as stated above is, at the time of sale, true and correct to the best of my knowledge and belief; and

(c) the vehicle has not, to the best of my knowledge and belief, been recorded as wrecked, written off or having suffered significant damage as a result of exposure to water on the PPSR; and

(d) the trade-in is not, to the best of my knowledge and belief, recorded as stolen on the PPSR.

Signature of purchaser(s):

Settlement date:

Address to which vehicle is to be delivered for repair of defects under the *Second-hand Vehicle Dealer's Act 1995*. (Strike out whichever does not apply)

Repairer's name:

Address:

The vehicle may be delivered to any of the following notified premises of the dealer for repair:

Cooling-off rights

A purchase under this contract is subject to a 2-day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*, unless the purchaser chooses to waive their right to the cooling-off period by signing the Waiver of Cooling-off Rights document provided by the dealer.

Note: the 2-day cooling-off period ceases to apply to a contract if the purchaser under the contract takes possession of the vehicle before the expiration of the cooling-off period.

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the *cooling-off period*), by giving the dealer written notice that they do not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2-day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

(Strike out whichever does not apply):

*This contract is subject to a 2-day cooling-off period which will expire on:

I understand that if I take possession of the vehicle before the expiry of the cooling-off period, the cooling-off period will cease and I can no longer change my mind once I take the vehicle.

*This contract is not subject to a 2-day cooling-off period.

I have been provided the *Waiver of cooling-off rights* document and I understand that by signing the document and this contract, I will be bound by the contract.

Any purported exclusion, limitation, modification or waiver of your rights under the *Second-hand Vehicle Dealers Act 1995* is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2025*.

In addition to any statutory warranty that may apply, you also have rights under the Australian Consumer Law.

Please ensure that, before signing this contract, you have read, understood and agree to each of the terms and conditions contained in this contract. By signing the contract, you will be legally bound by it.

Signature of purchaser(s):

Date:

Signature of dealer:

Date:

For further information contact Consumer and Business Services on [131 882](tel:131882) or visit cbs.sa.gov.au