

FORM 12: NOTICE FOR COOLING OFF PERIOD FOR VEHICLES PURCHASED THROUGH DEALER FINANCE*Motor Dealers and Repairers Act 2013: Sections 81 and 82.***DEALER INFORMATION:**

Dealer Name:

Motor Dealer Licence Number:

Dealer Address:

VEHICLE INFORMATION:

Make:

VIN/Chassis number:

Model:

CREDIT PROVIDER INFORMATION:

Name of Credit Provider:

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 5pm on the next business day after you sign the contract. If the dealer closes before 5pm on the next business day after you have signed the contract, 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 \$250.00 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 bona fide 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 RIGHT TO A 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.

I wish to keep my right to a cooling off period.

Purchaser's Signature:

Date:

I wish to waive my right to a cooling off period.

Purchaser's Signature:

Date: