

# PROPERTY AND STOCK AGENTS ACT 2002

## Consumer Guide: Cooling-off period for residential or rural agency agreements



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### COOLING OFF PERIOD

The *Property and Stock Agents Act 2002* (the Act) provides a cooling-off period for every agency agreement which relates to the sale of residential property or rural land in NSW.

#### What does this mean?

If you are the client of an agent licensed under the Act, you can decide to revoke the agency agreement by serving a notice on the agent during the cooling-off period. The notice must be in writing, addressed to the agent and signed by each client or the client's solicitor.

#### What is the effect of revoking the agency agreement?

- Serving a notice on the agent terminates the agency agreement from the time the agreement was entered into.
- Neither you nor the agent are required to pay any amounts such as commission, damages, costs or expenses for, or in connection with, the agency agreement or the fact you have revoked it.
- The agent must refund any money that you have already paid to them under the cancelled agreement.

#### Start and finish of cooling-off period

The cooling-off period commences when you or someone on your behalf signs the agency agreement. If more than one person is required to sign the agreement, the period commences after the last person has signed.

When the agreement has been signed you have until 5 p.m. on the next day that is either a business day, or a Saturday, to revoke the agreement.

#### What is a business day?

A business day is any day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

#### Can the cooling-off period be extended?

Yes. The cooling-off period may be extended by either:

- a provision in the agency agreement; or
- in writing by the agent before the end of the cooling off period.

#### Giving up your right to a cooling-off period

You may give up your right to a cooling-off period if:

- (a) you have received the proposed agency agreement at least one business day before signing it, as well as a copy of the consumer guide, **and**
- (b) you sign the waiver form below before you sign the proposed agency agreement.

#### What happens if you give up your right to the cooling-off period?

If you sign the attached waiver form, you will lose the right to revoke the agreement during the cooling-off period.

#### **Important – safely keep all the documents the agent provides to you**

You should keep all documents provided to you by the agent in a safe place.

## Section 59 approved form: Waiver of right to cooling-off period

1. I/We\*

### Client 1

Title Given name

Family/Surname

### Client 2

Title Given name

Family/Surname

of

Address of client 1

Suburb

State

Postcode

Address of client 2

Suburb

State

Postcode

propose to enter into an agency agreement with:

Title Given name of licensee

Family/Surname of licensee

on date (DD/MM/YYYY)  /  /

in respect of property at:

Address

Suburb

State

Postcode

2. In accordance with s 59(5) of the Act, I/we hereby waive the cooling-off period that would otherwise apply to the agency agreement referred to above.
3. I/We understand that as a consequence of this waiver I/we will not be able to rescind the agreement during the cooling-off period as provided for in section 60(1) of the *Property and Stock Agents Act 2002*.
4. I/We acknowledge that the agent provided me/us with:
- a copy of the proposed agency agreement on  
Date (DD/MM/YYYY)  /  /  AND
  - a copy of the current consumer guide to agency agreements published by NSW Fair Trading on  
Date (DD/MM/YYYY)  /  /
5. I/We\* confirm that I/we did not sign the agency agreement prior to signing this form of waiver.

### Client 1

Name of client

Signature

Date (DD/MM/YYYY)

 /  / 

### Client 2

Name of client

Signature

Date (DD/MM/YYYY)

 /  / 

[Copy to be given to client and agent to retain original]