

Motor dealers and chattel auctioneers Form 12

Queensland
Government

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.qld.gov.au/fairtrading or phone 13 QGOV (13 74 68).**Part 1—Selling agent details****Selling agent**

Tick which applicable

☐

Motor dealer

☐

Chattel auctioneer

☐

Motor dealer salesperson

Name **Pickles Auctions Pty Limited**

Licence number

2 3 0 1 2 8 5

Expiry date

0 2 / 0 8 / 2 0 2 5
D D M M Y Y Y YAddress **70 Colebard Street West**Suburb **Acacia Ridge**State **QLD**

Postcode

4 1 1 0Phone **07 3120 3111**

Fax

Mobile

Email address

Part 2—Buyer details**Buyer 1**

Note: Attach annexures with details of additional buyers if required

Name

Address

Suburb

State

Postcode

Phone

Fax

Mobile

Email address

Part 3—Motor vehicle detailsMake and model **Kia Cerato**

Build date

0 7 / 2 0 1 7
M M Y Y Y Y

VIN

K N A F K 4 1 7 M J 5 7 4 1 4 5 4

Engine number

Registration

N o R e g i

Type (wagon, ute, sedan, 4x4 etc)

Sedan

Odometer reading

0

Colour

Silver

Part 4—Written off vehicle

If the vehicle is a written off vehicle the seller of the vehicle must declare it here

If the vehicle is a:

☐

Repairable write-off

☒

Statutory write-off (unable to be registered again)

Part 5—Cooling-off period

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 notice 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 the motor dealer's close of business on the next business day, provided the close of business is at 5pm or later. If the close of business on the next business day is earlier than 5pm, the cooling-off period ends at the motor dealer's close of business on the business day immediately following the next business day.
- 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 : on / /
D D M M Y Y Y Y

Ends at 5:00pm on / /
D D M M Y Y Y Y

Section 2

Cancellation of agreement during cooling-off period To the buyer

To cancel your contract during the cooling-off period, you may deliver either this section or a written notice to the motor dealer, advising that you are exercising your cooling-off period right to cancel the contract, before the cooling-off period ends.

I, _____ (buyer's 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.

Buyer's full name _____

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

Left blank intentionally,
please turn over for more details

Part 6—Statutory warranty

This motor vehicle (tick whichever applies)

☐ **HAS** a 'class A' Statutory warranty ☐ **HAS** a 'class B' Statutory warranty

☒ **DOES NOT have a Statutory warranty.**

Reason Statutory Write-Off

The buyer took possession of the vehicle on

D	D	M	M	Y	Y	Y	Y

Name of warrantor (licensee who owns the vehicle at the time of the sale)

Business address of warrantor (if different to licensee)

Suburb _____ State

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 Postcode

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Warrantor contact detail:

Phone _____ Fax _____

Mobile _____ Email _____

A 'class A' statutory warranty applies when:

- on the sale date, the odometer reading is less than 160,000km; AND
- unregistered motor vehicle intended for wrecking or dismantling

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:

- the vehicle travels 5,000km since the time of taking possession; OR
- 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
- 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.

A 'class B' statutory warranty applies when:

- 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.

The 'class B' warranty period STARTS when the buyer takes possession of the warranted vehicle and ENDS, when the first of the following happens or is reached:

- the vehicle travels 1,000km since the time of taking possession; OR
- 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
- 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.

The following used vehicles are NOT covered by statutory warranty:

- an unregistered motor vehicle that is—
 - incapable of being registered in Queensland because of its design; or
 - a written-off vehicle; or
- a motor vehicle sold on consignment, unless the owner of the vehicle is a motor dealer or auctioneer; or
- a caravan; or
- a motorcycle; or
- 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.

Part 6—Statutory warranty continued

The 'class A' and 'class B' statutory warranty covers:

The warrantor of a warranted vehicle guarantees that—

- (a) the vehicle is free from defects at the time of taking possession and for the warranty period; and
 - (b) defects in the vehicle reported during the warranty period will be repaired by the warrantor free of charge.
- A warranted vehicle has a defect if a part of the vehicle does not perform its intended function OR a part of the vehicle has deteriorated to an extent where it can not reasonably be relied on to perform its intended function

Both 'class A' and 'class B' statutory warranties do not cover:

- a defect in the vehicle's paintwork or upholstery that should have been apparent on any reasonable inspection of the vehicle before the time of taking possession;
- a defect in the vehicle's paintwork 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—
 - (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, 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.

In addition, a 'class B' statutory warranty does not cover air conditioning.

Buyer's obligation regarding warranty

If a repair is required under statutory warranty, the buyer must give written notice to the warrantor prior to repair.

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.

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.

Part 6A—Restorable vehicles

Selling agent to complete

☐

This vehicle is a restorable vehicle

A **restorable vehicle** is a warranted vehicle that is more than 20 years old and is being sold for the purposes of restoration.

For licensed motor dealers

A restorable vehicle sold by a motor dealer must have a 'class B' statutory warranty unless waived by the buyer. The buyer must tick the relevant box in Part 9 to waive the 'class B' statutory warranty.

For licensed chattel auctioneers

A chattel auctioneer must advise potential buyers registering to bid on a restorable vehicle that they automatically waive the 'class B' statutory when they register to bid.

Part 7—Warranty against defects

A business can choose to offer a warranty against defects guaranteeing that, if a vehicle becomes defective within a certain amount of time, the business will provide a remedy. This extra warranty is offered on top of any statutory warranty and the Australian Consumer Law's consumer guarantees, and does not limit or replace them.

Under the Australian Consumer Law it is a requirement that any document that evidences this voluntary warranty against defects must state:

- 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.

All written warranties against defects for the supply of goods must also state verbatim the following prescribed text: '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 reasonably 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'.

Part 8—Motor dealer/chattel auctioneer declaration

Note: A registered motor dealer salesperson working for a dealership can sign this form on behalf of the licensed dealer.

Note: Tick only those that are applicable.

I, **Alysia Mitchell** (motor dealer/chattel auctioneer), declare:

- ☐ There is no prior contract with another buyer to purchase this vehicle (motor dealer only).
- ☐ I have not attempted to persuade the buyer to forfeit their cooling-off rights (motor dealer only).
- ☐ This motor vehicle has a statutory warranty.
- ☒ This motor vehicle does not have a statutory warranty.

Reason **Statutory Write-Off**

- ☐ I have not attempted to persuade the buyer to forfeit their statutory warranty.

Licensed/registered person on behalf of motor dealer/chattel auctioneer

Signature



Date

D	D	M	M	Y	Y	Y	Y

Part 9—Acknowledgement by the buyer

Buyer 1

I, _____ (buyer's name)

- ☒ acknowledge that I have read and understood the motor dealer's/chattel auctioneer's declaration.
- ☐ agree to waive the 'class B' statutory warranty for this restorable vehicle which has been sold to me for the purposes of restoration (if this is a restorable vehicle, please see Part 6A).

Full name _____

Signature _____

Date

D	D	M	M	Y	Y	Y	Y