#### **DIRECT SALES AUSTRALIA** Details of Purchasers Date **PTY LTD** Surname Christian Name ABN 27 633 187 881 Surname Christian Name Phone: 08 8371 0632 Street No Street address 1800 KIRBYS (547 297) Suburb State Postcode www.facebook.com/illawarrakirby **Email Address** www.illawarrakirby.com.au Telephone (home) (mobile) **AUTHORISED KIRBY DEALER** Agent's Name DK Delivery date **ALL STATES & TERRITORIES SALES AGREEMENT** No. I/WE HEREBY OFFER TO PURCHASE DESCRIPTION PRICE 1. KIRBY - Serial No ☐ Zip Brush ☐ Turbo Group 2. EXTRAS ☐ HFC Kit ☐ Shampooer system 3. LESS DISCOUNT **SUB TOTAL** 5. ADD GST TOTAL INCLUDING GST 6. 7. LESS DEPOSIT \* (\*where state Law allows) 8. LESS TRADE IN \* Make: Colour: Serial #: 9. CASH □ CHEQUE □ CARD □ TERMS □OVER ..... MONTHS BALANCE REMAINING \$ 10. SPECIAL DETAILS Credit Card Details - Card Holder's Name ☐ AMEX ☐ Mastercard ☐ Visa Expired Date CCV# Amount \$ Card Number 11. This forms the basis of an Agreement between the customer and the above Vendor and is only binding on both parties when accepted by the Vendor. Sales Agents for Kirby products are Independent Agents, not employees. Any praise, criticism, or complaints should be sent direct to the above Authorised Kirby Distributor or to the Kirby Hotline (see below) where they will receive prompt attention. 13. This agreement is subject to the Australian Consumer Law and/or Door to Door Sales Act / Fair Trading Act. By these laws you must receive a completed copy of this agreement and a notice advising of your legal right of termination. Such notice is printed on a separate form and must be signed by the customer as an acknowledgment of its receipt. 14. Please carefully read this offer, your cancellation rights and the terms of any finance contract you enter into. 15. Tick this box if purchase is subject to the purchaser obtaining finance. 16. I confirm I handed to the customer a copy of this Agreement and Cancellation Notice, and that I properly identify myself and advised I/we must leave immediately if so requested. IMPORTANT NOTICE TO THE CONSUMER YOU HAVE A RIGHT TO CANCEL THIS AGREEMENT WITHIN 10 BUSINESS DAYS FROM THE DAY AFTER YOU SIGNED OR RECEIVED THIS AGREEMENT DETAILS ABOUT YOUR ADDITIONAL RIGHTS TO CANCEL THIS AGREEMENT ARE SET OUT ON THE INFORMATION ATTACHED TO THIS AGREEMENT. Important details about your rights are set out in the cancellation notice provided with this Agreement. Sales Agent Date Field Manager Date I confirm the agent completed this form & signed the same before I signed & confirm I/we carefully read clauses 1 to 16. Signed by the purchaser Date Signed by the purchaser Date **Payment Details Direct Sales Australia Pty Ltd Commonwealth Bank** \$ Date BSB: 062 340 Date / Account: 1077 1935 Where there's Pride, there's a Kirby KIRBY HOTLINE: 1800 547 297

# **Cancellation Notice**

Pursuant to section 82 Australian Consumer Law

# Right to Cancel This Agreement within 10 Business Day Cooling Off-Period

You have the right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

## **Extended Right to Cancel this Agreement**

If the supplier has not complied with the law in relation to an unsolicited consumer agreement, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. You should REFER TO THE INFORMATION ATTACHED TO THIS AGREEMENT. In some situations, you have up to 6 months to cancel this agreement.

DIRECT SALES AUSTRALIA ("the Supplier")

To cancel this agreement in writing, you may complete this notice and send it to the supplier. You can also write a letter, fax or email and send it to the supplier.

182-184 COWPER STREET

Agreement or arrange for the goods to be collected by the Supplier.

## Supplier Details (to be completed by Supplier)

Name:

Address:

	WARRAWONG NSW 250	2		
Telephone:	1800 547 297 Email: directsalesaustraliaptyltd@gmail.com			
D. (1)	/22/1 A 2	2)		
Date of Agreement:	("the Agreement"	)		
Type of goods / services supplied under this Agreement: <b>KIRBY HOME CARE SYSTEM</b>		Cost of goods / services:		
		\$	Inc GST	
Consumer Details				
Name (s):				
Address:				
	Po	ostcode:	State:	
I HEREBY ADVISES Australian Consumer	THE SUPPLIER THAT I CAN Law	NCEL THE A	GREEMENT pursuant to	s 82 of the
Signed by the customer	(s)			
Date:/				
Note: You, the Custon	mer, MUST return to the sup	oplier any goo	ods supplied under the	

## **Important Information about Your Cooling Off Rights under section 82**

## Ten Business day Cooling Off Period

You may cancel the agreement without penalty at any time during the period that is 10 business days from the start of the cooling off period.

If the agreement was negotiated by telephone, the cooling off period starts on the first business day after you receive the written contract. Otherwise, the cooling-off period begins on the first business day after you signed the contract.

## **Extended Cooling-Off Period**

The cooling off period is extended to three (3) months after the start of the cooling off period if we:

- (1) Visited you without prior appointment:
  - 1. at any time on a Sunday or a public holiday;
  - ii. outside the hours of 9.00am 5.00pm on a Saturday; or
  - iii. outside the hours of 9.00am 6.00pm on any other day.
- (2) Did not clearly disclose the purpose of our visit, did not advise you that we are obliged to leave your premises upon request or did not provide identification details; or
- (3) If we did not immediately leave your premises when you ask us.

The cooling off period is extended to six (6) months if:

- (1) we did not provide you with information about your cooling-off rights; or
- (2) our contract does not comply with the requirements of the Australian Consumer Law

#### How to Cool Off

You may exercise your right to cool off and terminate the agreement by completing the enclosed cooling-off notice and returing it to us. You may return the notice by any of the following means:

- Delivering it personally to us;
- Delivering/posting it to us at address provided in the contract: 182-184 COWPER STREET WARRAWONG NSW 2502
- Emailing us at the email address given in the contract: directsalesaustraliaptyltd@gmail.com
- By calling us on the telephone number given in the contract: 1800 547 297 or by telling us or one of our
- sales representatives in person.

#### Effect of Termination

If you elect to terminate the Agreement during the cooling-off period, the Agreement is treated as if it never existed.

#### **Further Information**

If you require any additional information about your rights as a consumer and the cooling-off period, you should contact the Australian Competition and Consumer Law Commission, or your State/Territory Consumer Protection Authority. You may also visit the Australian Consumer Law website at: http://www.consumerlaw.gov.au/content/Content.aspx?doc=home.htm

I/WE Acknowledge receiving a copy of this notice:

Date