

# Form 2 - Vendor's Statement (section 8) Land and Business (Sale and Conveyancing) Act 1994



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## Preliminary

### To the purchaser:

The purpose of a statement under section 8 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the business to be acquired and any land to be acquired as part of that business.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

### Instructions to the vendor for completing this statement:

† means strike out or omit the Part, Schedule, Division, Particulars or item if not applicable.

\* means strike out or omit the option that is not applicable.

If there is insufficient space to provide any particulars required, continue on attachments.

The particulars set out under the headings "Particulars relating to environment protection" and "Particulars relating to *Livestock Act 1997*" in Schedule 2 Division 2 must be included if the matters set out under those headings affect, presently or prospectively, the business the subject of the sale, regardless of whether land is sold under the contract for sale of the business. If land is sold under the contract, the particulars must be included in relation to both the land and the business the subject of the sale.

## Part A—Parties and Business

### 1. Purchaser:

Street:   
  
Suburb:  State:  Postcode:

### †2. Purchaser's registered agent:

Street:   
  
Suburb:  State:  Postcode:

### 3. Vendor:

Street:   
  
Suburb:  State:  Postcode:

### †4. Vendor's registered agent:

Street:   
  
Suburb:  State:  Postcode:

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5. Date of contract (if made before this statement is served):  /  /

6. Description of business:

Address where business carried on:

†7. Description of the land:

[Identify the land including any certificate of title reference]

## Part B—Purchaser's cooling-off rights and proceeding with the purchase

### To the purchaser:

#### Right to cool-off (section 5)

##### 1—Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the business UNLESS—

- (a) this form has been served on you not less than 5 clear business days before the making of the contract; or
- (b) you have, before signing the contract, received independent legal advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (c) you purchased by auction; or
- (d) you purchased on the same day as you, or some person on your behalf, bid at the auction of the business; or
- (e) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 5 clear business days after service of this form; or
- (f) the contract is made by the exercise of an option to purchase the business not less than 5 clear business days after the grant of the option and not less than 5 clear business days after service of this form; or
- (g) the business is not a small business.

##### 2—Time for service

The cooling-off notice must be served—

- (a) before the end of the fifth clear business day after the day on which this form is served on you; or
- (b) before settlement takes place,

whichever is the earlier.

##### 3—Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

##### 4—Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

(being \*the agent's address for service under the *Land Agents Act 1994*/an address nominated by the agent to you for the purpose of service of the notice).

### Note—

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing; or
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

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## 5—Effect of service

If you serve such a cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the business.

## Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure that the business and your interest in the property are adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement—it is essential that the necessary arrangements are made to complete the purchase by the agreed date—if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

## Part C—Statement with respect to required particulars (section 8(1))

To the purchaser:

\*I / We

of Street:

Suburb:  State:  Postcode:

being the \*vendor(s)/person authorised to act on behalf of the vendor(s) in relation to the transaction state—

- (a) that the particulars set out in Schedule 1—
  - (i) are correct; and
  - (ii) are the particulars in relation to the business required to be given to you pursuant to section 8(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994* (the Act); and
- †(b) that the sale of the business involves the sale of land and that Schedule 2 contains all particulars required to be given to you pursuant to section 7(1) of the Act.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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## Part D—Certificate of qualified accountant with respect to trading statement (section 8(2))

To the purchaser:

I,   
†for [name of business that the accountant represents]   
of   
being a member of [professional accounting body]   
and a qualified accountant, certify —

(a) that \*I have/a person acting on my behalf has examined the records and accounts of the business for each of the financial years recorded on the trading statement in Division 1 of Schedule 1; and

†(b) that—

- (i) in my opinion, the trading statement fairly and accurately represents the financial operations of the business; and
- (ii) I am not aware of any circumstances that would render any particulars included in the trading statement inaccurate or misleading.

OR

†(c) that—

†(i) in my opinion, the trading statement fairly and accurately represents the financial operations of the business, subject to the following qualifications:

[Insert qualifications]; and

OR

†(ii) in my opinion, the trading statement may not fairly and accurately represent the financial operations of the business because:

[Provide clarification on individual items contained in Division 1 of Schedule 1 or general comments on the information contained in the records and accounts of the business, eg comments on the state of the records or accounts, the basis for deriving results, highlight and comment on included estimates etc. If space is insufficient, continue on attachments.]; and

(iii) I am not aware of any other circumstances that would render any particulars included in the trading statement inaccurate or misleading.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

### Note—

This certificate must be signed by the accountant personally and cannot be signed by the vendor even if he or she is a qualified accountant.

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†Part E—Certificate with respect to prescribed inquiries by registered agent  
(section 9)

To the purchaser:

I,

certify \*that the responses/that, subject to the exceptions stated below, the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in Schedule 2.

Exceptions:

Date:

Signed: \_\_\_\_\_

\*Vendor's/Purchaser's agent

\*Person authorised to act on behalf of \*Vendor's/Purchaser's agent

Schedule 1—Division 1—Prescribed particulars relating to business  
(section 8(1)(b))

Note—

**Financial year** means the year in respect of which the accounts of the business are made up. If by reason of any alteration of the date on which the financial year of the business terminates, the accounts have been made up for a period greater or less than 1 year, that period may be regarded as a financial year.

If the vendor has carried on the business for less than 3 financial years, this statement must be completed for the period commencing on the day that the vendor commenced to carry on the business and ending immediately prior to the first day of the following financial year, and thereafter for each successive financial year.

If the vendor has carried on the business for a period in which the financial year does not terminate, this statement applies to the period from the day on which the vendor commenced to carry on the business to the date specified in this Schedule.

1—Summary

Name of vendor:

Location of business:

Date vendor commenced in the business:  /  /

Financial Year or Period	Average Weekly Sales	Gross Income Per Annum/Week	Overhead Costs Per Annum/Week	Net Profit Per Annum/Week	Normal Daily Trading Hours		
	\$	\$	\$	\$	From:	To:	
Commencing on:					S	<input type="text"/>	<input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	M	<input type="text"/>	<input type="text"/>
Ending on:					T	<input type="text"/>	<input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>					W	<input type="text"/>	<input type="text"/>
					T	<input type="text"/>	<input type="text"/>
					F	<input type="text"/>	<input type="text"/>
					S	<input type="text"/>	<input type="text"/>

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Commencing on:

/  /

Ending on:

/  /

S	<input type="text"/>	<input type="text"/>
M	<input type="text"/>	<input type="text"/>
T	<input type="text"/>	<input type="text"/>
W	<input type="text"/>	<input type="text"/>
T	<input type="text"/>	<input type="text"/>
F	<input type="text"/>	<input type="text"/>
S	<input type="text"/>	<input type="text"/>

Commencing on:

/  /

Ending on:

/  /

S	<input type="text"/>	<input type="text"/>
M	<input type="text"/>	<input type="text"/>
T	<input type="text"/>	<input type="text"/>
W	<input type="text"/>	<input type="text"/>
T	<input type="text"/>	<input type="text"/>
F	<input type="text"/>	<input type="text"/>
S	<input type="text"/>	<input type="text"/>

### 2—Plant and equipment

Depreciated value of plant and equipment as at the end of the last financial year: \$

#### Note—

A depreciation Schedule must be attached.

### 3—Trading statement for last 3 financial years

	Period From: <input type="text"/> / <input type="text"/> / <input type="text"/> To: <input type="text"/> / <input type="text"/> / <input type="text"/>	Period From: <input type="text"/> / <input type="text"/> / <input type="text"/> To: <input type="text"/> / <input type="text"/> / <input type="text"/>	Period From: <input type="text"/> / <input type="text"/> / <input type="text"/> To: <input type="text"/> / <input type="text"/> / <input type="text"/>
Gross takings (sales)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Less:			
cost of goods sold	<input type="text"/>	<input type="text"/>	<input type="text"/>
opening stock	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>plus</i> purchases	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>less</i> closing stock	<input type="text"/>	<input type="text"/>	<input type="text"/>
Profit from sales	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Profit from sales as a percentage of gross takings	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
Add:			
other income received:			
fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>commissions</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>
other [ <i>specify</i> ]	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>GROSS INCOME</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Less:			
Advertising	<input type="text"/>	<input type="text"/>	<input type="text"/>
Accounting fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bad debts	<input type="text"/>	<input type="text"/>	<input type="text"/>
ADI charges (excluding interest)	<input type="text"/>	<input type="text"/>	<input type="text"/>

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	Period From: <input type="text"/> / <input type="text"/> / <input type="text"/> To: <input type="text"/> / <input type="text"/> / <input type="text"/>	Period From: <input type="text"/> / <input type="text"/> / <input type="text"/> To: <input type="text"/> / <input type="text"/> / <input type="text"/>	Period From: <input type="text"/> / <input type="text"/> / <input type="text"/> To: <input type="text"/> / <input type="text"/> / <input type="text"/>
Cleaning and laundry	<input type="text"/>	<input type="text"/>	<input type="text"/>
Depreciation	<input type="text"/>	<input type="text"/>	<input type="text"/>
Directors' fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment hire	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Leasing or rental purchase of:			
• equipment/plant	<input type="text"/>	<input type="text"/>	<input type="text"/>
• motor vehicles	<input type="text"/>	<input type="text"/>	<input type="text"/>
Licences, trade subscriptions	<input type="text"/>	<input type="text"/>	<input type="text"/>
Light and power	<input type="text"/>	<input type="text"/>	<input type="text"/>
Motor vehicles expenses	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rates and taxes	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rent	<input type="text"/>	<input type="text"/>	<input type="text"/>
Repairs and maintenance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Stamps (for resale)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Stationery and postage	<input type="text"/>	<input type="text"/>	<input type="text"/>
Superannuation employer contributions:			
• Award/productivity superannuation	<input type="text"/>	<input type="text"/>	<input type="text"/>
• Commonwealth superannuation guarantee charge/levy	<input type="text"/>	<input type="text"/>	<input type="text"/>
• employer superannuation scheme	<input type="text"/>	<input type="text"/>	<input type="text"/>
Telephone	<input type="text"/>	<input type="text"/>	<input type="text"/>
Training expenses (other than by way of wages or salary paid to employee)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Wages and salaries	<input type="text"/>	<input type="text"/>	<input type="text"/>
Return to Work SA premium	<input type="text"/>	<input type="text"/>	<input type="text"/>
Wrappings	<input type="text"/>	<input type="text"/>	<input type="text"/>
Sundries	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other expenses <i>[specify]</i>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>			
<b>Trading Profit</b>	<b>\$</b> <input type="text"/>	<b>\$</b> <input type="text"/>	<b>\$</b> <input type="text"/>
<b>Add:</b>			
Personal expenses of owner (ie drawings) where included above	<input type="text"/>	<input type="text"/>	<input type="text"/>
Goods taken for own use	<input type="text"/>	<input type="text"/>	<input type="text"/>
Private expenses/cash (Proprietor's) wages	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>NET PROFIT</b>	<b>\$</b> <input type="text"/>	<b>\$</b> <input type="text"/>	<b>\$</b> <input type="text"/>
Net profit before income tax as a percentage of gross income	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %





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- (2) The following goods may have been used by the vendor or may have been included in the vendor's books of account (including depreciation Schedules) but are to be retained by the vendor and not sold to the purchaser of the business:

- 4 Has any order been given under section 46 of the *Food Act 2001* prohibiting the use of unclean, insanitary or unfit equipment for the manufacture, processing, transportation, preservation, display or other handling of food for sale? \*YES / NO

If YES, specify—

Date order given:  /  /

Name of authority or person giving the order:

Requirements of the order:

- 5 (1) Is there a workplace within the meaning of the *Work Health and Safety Act 2012* used in the business? \*YES / NO  
(2) If YES, is there an asbestos register for the workplace? \*YES / NO  
(3) If YES, does that register record any asbestos or asbestos containing material at the workplace (or likely to be present at the workplace from time to time) and specify the location, type and condition of that asbestos or asbestos containing material? \*YES / NO  
(4) If YES—

- (a) give details of the location, type and condition of the asbestos or asbestos containing material:

- (b) has a plan been prepared for the management of asbestos at the workplace? \*YES / NO

If YES, give details:

- (c) is any asbestos or asbestos containing material to be removed before settlement? \*YES / NO

If YES, give details:

- (5) In this clause—

*asbestos and asbestos containing material have the same meaning as in the Work Health and Safety Regulations 2012.*

**Note—**

- 1 A register is not required to be prepared for a workplace-
  - (a) if a register has already been prepared for the workplace; or
  - (b) if -
    - (i) the workplace is a building that was constructed after 31 December 2003; and
    - (ii) no asbestos has been identified at the workplace; and
    - (iii) no asbestos is likely to be present at the workplace from time to time.

See regulation 425 of the *Work Health and Safety Regulations 2012*.
- 2 A person with management or control of a workplace who plans to relinquish management or control must ensure (so far as is reasonable practicable) that the asbestos register is given to the person assuming management or control of the workplace.  

See regulation 428 of the *Work Health and Safety Regulations 2012*.

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6 During the period between the end of the most recent financial year or period covered in the summary of Division 1 of Schedule 1 and the date appearing in Part C of this statement—

- (a) the business \*was/was not satisfactorily maintained
- (b) no circumstances adversely affecting the business arose except the following:

(c) the average weekly sales have been: \$

- (d) the daily hours of trading have been:
- |           |  |
|-----------|--|
| Monday    | <input style="width: 150px;" type="text"/> |
| Tuesday   | <input style="width: 150px;" type="text"/> |
| Wednesday | <input style="width: 150px;" type="text"/> |
| Thursday  | <input style="width: 150px;" type="text"/> |
| Friday    | <input style="width: 150px;" type="text"/> |
| Saturday  | <input style="width: 150px;" type="text"/> |
| Sunday    | <input style="width: 150px;" type="text"/> |

7 During the period referred to in item 6, have any circumstances arisen or have any trading practices been adopted (including any substantial discounting of goods or services) that have affected—

- (a) the gross profit of the business in dollar terms? \*YES / NO
- (b) the gross profit of the business in percentage terms? \*YES / NO

If the answer to either question is YES, give full particulars

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- †8 (1) The asking price of the business (excluding stock and freehold interest in land (if any) being sold) is:  
\$
- (2) The estimated value of stock to be acquired with the business is: \$
- (3) The asking price for the business (including estimated value of stock but excluding price for land sold) is:  
\$

(† Strike out or omit this item if the sale is by auction)

- 9 (1) Does the business operate as a \*company / sole trader / partnership / association / charitable or other organisation?  
 (2) Does the vendor work in the business? \*YES / NO  
 (3) Does any other person work in the business? \*YES / NO  
 (4) If the business operates as a partnership, are all of the other persons who work in the business partners in the business? \*YES / NO  
 (5) Has the vendor ever been registered with Return to Work Corporation or WorkCover Corporation as an employer? \*YES / NO  
 If YES, is the vendor currently so registered? \*YES / NO

**Note—**

**To the purchaser:**

You must register with Return to Work Corporation as an employer within 14 days of commencing to employ workers if the amount payable to your workers in a financial year (being a financial year for the purposes of regulation 50 of the *Return to Work Regulations 2015*) exceeds \$12 286 (indexed) in total, otherwise significant penalties may be imposed.

You should determine whether the vendor has any workers suffering a work disability (particularly where their employment has been or is about to be terminated) as you may be required to take on the vendor's obligations under the *Return to Work Act 2014*. (This information may be provided to you by the vendor subject to the confidentiality provisions applicable to employers under section 186 of that Act). The premium payable by you (compared to that currently paid by the vendor) may be affected by your willingness to retain, employ or re-employ disabled workers with compensable injuries.

- 10 The following persons (including the vendor and members of the vendor's family whether or not remunerated) are engaged in the business in the following full-time and part-time positions on the days, for the hours and at the rates of pay set out below:

<sup>1</sup> Postion/functions (if any)	Relationship to vendor	Days per week	Hours per <input type="text"/>	Rate of pay	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	per <input type="text"/>

<sup>1</sup>If a person works in the business more than 20 hours per week, also provide the employee's name in the first column.

Where the days or hours worked, or the rate of pay, or both, cannot be described as required above, provide alternative details:

- 11 Is there any current entitlement in excess of 3 working days in respect of any employee to—  
 (a) Long service leave \*YES / NO  
 (b) Annual recreation leave \*YES / NO  
 (c) Sick leave \*YES / NO  
 (d) Other leave \*YES / NO  
 If YES, specify type of leave:

- 12 The vendor's income tax return was lodged by—

Name:

Address:

Occupation:

The year of the last return being:

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## ANNEXURES

There are no documents annexed hereto / The following documents are annexed hereto -

- Copy of certificate(s) of title to the land
- The particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures.
- Copy of the Articles of the Strata Corporation
- Copy of Strata Plan
- The particulars supplied by the Community Corporation (statement pursuant to section 139) and enclosures.
- Copy of the By-laws of the Community Scheme
- Copy of plan of Community Division (Community Plan)
- Copy of lease, agreement for lease, tenancy agreement or licence
- Disclosure Statement as per Section 12 of the Retail and Commercial Leases Act
- Form R3 - Buyers Information Notice
- Copy of Contract
- Form R7 - Warning Notice
- Property Interest Report
- Local Government Authority prescribed authority

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## ACKNOWLEDGEMENT OF RECEIPT OF FORM 2 - VENDOR'S STATEMENT

(Section 8, *Land and Business (Sale and Conveyancing) Act 1994*)

\*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 2 with the annexures as set out above.

Dated

Signed:

\_\_\_\_\_  
\_\_\_\_\_

Purchaser(s)

(\*Strike out whichever is not applicable)