

Second Hand Bike Form

SELLER'S DETAILS

Name:.....

Phone:.....

Email:.....

Copy of Photo ID (see clause 5.1 in the terms and conditions)

If you would like to be paid via direct deposit please enter bank details below:

Account name:

BSB: Account Number:

Work to be undertaken prior to sale? Yes / No

If Yes, I _____SELLER'S NAME_____ agree to pay total service costs prior to bike sale

Work Order No # Cost \$

By signing below, I agree to the terms and conditions (overleaf) of Hey Bikes selling my bike

Signature

Date

OFFICE USE

Bicycle (Make/Model/etc)

Serial Number.....

Seller would like to receive minimum \$.....

Agreed asking price (inc commission) \$ Minimum asking price \$

Safety check

Website Gumtree Facebook

Date bike sold:..... Seller Contacted:

Sale price \$.....

Owed to Seller \$..... Commission Fee \$

Seller paid: Cash / Direct Deposit Date:

OR Bike not sold, returned to original owner Date:

Hey Bikes Second-hand Bike Sales

Terms and Conditions

1. Definition of Terms and legal Acts covering sale of second-hand bicycles:
 - 1.1. “**Hey Bikes**” refers to the Bicycle Shop registered as Hey Bikes, and all staff who represent the business
 - 1.2. “**Seller**” refers to the original owner, who is requesting their bike to be sold on their behalf by Hey Bikes
 - 1.3. “**Prescribed goods**” are listed in Section 3 of the Regulations and include commonly stolen and traded items. Bicycles are considered a prescribed good.
 - 1.4. **Second-hand Dealers and Pawnbrokers Act 1996, version 1.3.2018** covers the legal requirements of selling a second-hand bicycle in South Australia and is used as the base for these terms and conditions. A copy of the act will be kept at Hey Bikes for staff and seller reference as needed
2. Hey Bikes receives a **20% commission** from the sale of the bicycle - ie, If your bicycle sells for \$300, you will receive \$240 and Hey Bikes receives \$60
 - 2.1. Hey Bikes will ensure the bicycle is safe for sale
 - 2.2. Hey Bikes will wipe down and provide minor tweaks free of charge. If the bike requires new parts or servicing prior to sale however, this cost will be paid by the seller. Servicing costs must be paid to Hey Bikes prior to the bicycle being offered for sale
3. The bicycle will be offered for sale on the shop floor, advertised on the Hey Bikes website, social media, and in a Gumtree ad, unless other arrangements are made in agreement with Hey Bikes and the seller
 - 3.1. The bicycle will be offered for sale by Hey Bikes for at least **three (3) months**, if the bicycle has not sold within three months the seller may be required to collect their bike. There are no refunds for servicing or other costs incurred to prepare the bike for sale
 - 3.2. If the seller does not collect the bike after the agreed sale period, or notify Hey Bikes of reasonable delays, the bicycle may be sold, donated, or disposed of at Hey Bikes’ discretion.
 - 3.2.1. Hey Bikes will make all reasonable attempts to contact the seller prior to selling or disposing of the bicycle in this way. Attempts to contact the seller (and their response) will be recorded on their form
4. Hey Bikes is not liable for any bicycles stolen or damaged on their property
5. Legal requirements that Hey Bikes must adhere to:
 - 5.1. Seller details must be retained by Hey Bikes, and will be provided to the South Australian Police at their request. Sufficient identification includes:
 - A State or Commonwealth Government card or document that contains a person’s **full name, address, signature and photograph**;
 - If there is no photographic identification produced then at least two cards or official documents are needed – at least one of which must be issued by a State or Commonwealth Government. Any documents or cards produced must together contain a full name, address and signature of the customer.
 - 5.2. Bicycles are **prescribed goods**. Under the Act, Hey Bikes is required to retain ‘prescribed’ goods in the form in which they were received for 10 business days. Prescribed goods may be sold after 3 days provided full identity details of the purchaser are obtained and recorded.