

69D. When purchaser may avoid contract

- (1) Subject to subsection (3), if a vendor has failed to give to a purchaser information that substantially complies with section 69 or 69C and at the time required by that section, the purchaser has a right to avoid the contract by notice in writing given to the vendor before the settlement of the contract.
- (2) If —
 - (a) a vendor gives to a purchaser information that substantially complies with section 69C and at the time required by that section; and
 - (b) the purchaser has been materially prejudiced (proof of which shall lie on him) by any matter referred to in the notice and has not agreed to be bound by that matter,

the purchaser has a right to avoid the contract by notice in writing given to the vendor within 7 working days after that information is given.

- (3) If under subsection (1) a purchaser has a right to avoid a contract but before notice of avoidance is given the vendor gives to the purchaser information that substantially complies with section 69 or 69C, the purchaser's right under subsection (1) must be exercised within 7 working days after that information is given.
- (4) If the vendor gives to the purchaser information that substantially or partially complies with section 69 or 69C within 7 working days before the settlement date designated in the contract, the purchaser —
 - (a) may, despite the contract and without incurring any penalty under it, by notice in writing, postpone the time for settlement beyond that designated settlement date by not more than 7 working days after that information is given; and
 - (b) subject to subsection (5), has a right to avoid the contract by notice in writing given to the vendor at any time before the expiration of that period and before settlement is effected.
- (5) The right conferred on a purchaser by subsection (4) does not apply if the information was given under section 69C and at the time required by that section unless the purchaser has been materially prejudiced (proof of which shall lie on him) by any matter referred to in the notice and has not agreed to be bound by that matter.
- (6) In this section —

“settlement” means —

 - (a) the time at which the purchaser pays to the vendor the purchase price, or the balance of the purchase price, in exchange for the documents of title; or
 - (b) in the case of a terms contract, as defined in section 5 of the *Sale of Land Act 1970*, the time at which the purchaser becomes entitled to possession or occupation;

“working days” means Monday to Friday but excluding, in the case of a contract relating to land in any area of the State, a day that is a public holiday in that area or throughout the State.

[Section 69D inserted by No. 58 of 1995 s. 63.]

