

Motor dealers and chattel auctioneers Form 9



Queensland
Government

Appointment of motor dealer or chattel auctioneer

Motor Dealers and Chattel Auctioneers Act 2014

This form is effective from 1 December 2014

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the registered owner of the motor vehicle, good, or chattel. It can be either a company or an individual.

Client name

ABN Registered for GST? YES NO

Address

Suburb State Postcode

Phone..... Fax..... Mobile.....

Email address

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name

ABN

Address

Suburb State Postcode

Phone..... Fax..... Mobile.....

Email address

Part 2—Licensee details

Licensee details

Motor dealer Chattel auctioneer

Agency name (if applicable)

Licensee name

Licence number Expiry date / /
D D / M M / Y Y Y Y

Address

Suburb State Postcode

Phone..... Fax..... Mobile.....

Email address

Rev 16 Mar 16

Part 3—Details of motor vehicles or chattels to be sold or auctioned

<p>Section 1 Details of motor vehicle to be sold or auctioned</p> <p>Note: Annexures detailing additional motor vehicles may be attached if required.</p>	<p>Make and model</p> <p>Built date <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>M M / Y Y Y Y</p> <p>VIN <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"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Engine number.....</p> <p>Registration number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Type (wagon, ute, sedan, 4x4 etc)</p> <p>Odometer reading <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Colour</p> <p>The client appoints the licensee to perform the following service (please tick).</p> <p><input type="checkbox"/> Sell a used motor vehicle by private treaty</p> <p><input type="checkbox"/> Sell a used motor vehicle by auction</p> <p>Other (specify)</p>
<p>Section 2 Details of goods to be sold or auctioned</p> <p>Note: Annexures detailing additional goods may be attached if required.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 4—Appointment of motor dealer or chattel auctioneer

<p>Section 1 Performance of service</p> <p>Annexures detailing the performance of service may be attached if required.</p>	<p>The client appoints the agent to perform the following service/s:</p> <p><input type="checkbox"/> Sale <input type="checkbox"/> Purchase</p> <p><input type="checkbox"/> Auction Auction date <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>D D / M M / Y Y Y Y</p> <p><input type="checkbox"/> Other (please specify)</p>
<p>Section 2 Term of appointment</p> <p>Note: Details of a continuing appointment should be listed in Part 5 Performance of service.</p>	<p><input type="checkbox"/> Single appointment for a particular service or services</p> <p>Start <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>D D / M M / Y Y Y Y End <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/></p> <p>D D / M M / Y Y Y Y</p> <p><input type="checkbox"/> Continuing appointment for a service or a number of services over a period</p> <p>Start <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/></p> <p>D D / M M / Y Y Y Y</p>
<p>Section 3 Price</p> <p>State the price for which the motor vehicle/s or good/s are to be sold.</p>	<p><input type="checkbox"/> Reserve <input type="checkbox"/> Sale</p> <p>\$.....</p>
<p>Section 4 Termination of appointment</p>	<p>This appointment may be revoked by either party giving the other party at least 30 days written notice, unless the parties agree, in writing, to an earlier day for the appointment to end. s126(i).</p>

Part 5—Performance of service/s

Instructions/conditions

Licensee and client to agree on and outline here how the service/s will be performed and list any instructions, conditions or restrictions on the performance of the service (e.g. detailing, vehicle servicing or other preparatory work for sale or auction, details of continuing appointment etc).

Note: Annexures detailing instructions/conditions may be attached if required.

Client signature Date / /

Part 6—Commission

To the client

The commission is negotiable. You will have to pay Goods and Services Tax (GST) on any commission charged under this appointment.

Make sure you know when the commission is payable. For example, in some situations commission may be payable even if a sale does not fully complete.

The client and the licensee agree that the maximum commission plus GST payable for the service to be performed by the responsible person is:

	Dollar amount	Percentage
Total commission		
GST		10% of commission
Total payment		

Percentage: Commission expressed as a percentage is worked out only on the actual sale price.

Amount: Commission expressed as an amount represents the commission payable if the vehicle/s or good/s are sold at the reserve or listing price. The amount of commission payable may vary from the amount stated.

When commission is payable to the responsible licensee

Part 7—Authorisation to incur fees, charges and expenses

The client authorises the licensee to incur the following expenses in relation to the performance of the service/s.

Section 1

Advertising/marketing

To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

Authorised amount \$

When payable / /

Part 7—Authorisation to incur fees, charges and expenses continued

Section 2 Other	Description	Dollar amount	When payable
Description of fees and charges. Expenses may include travel expenses, cost of preparing a vehicle (if applicable) and incidental expenses such as administration costs, bank charges, postage etc. The licensee may either complete this section or attach annexures if required.

Section 3	Source	Estimated amount (\$) or value (%)
Licensee's rebate, discount, commission or benefit incurred in the provision of or performance of the service.

* Buyer's premium means the amount payable to the chattel auctioneer by a buyer on the purchase of goods.	Auction of goods only The client agrees <input type="checkbox"/> does not agree <input type="checkbox"/> for the auctioneer to charge the buyer a buyer's premium*. Amount of premium agreed to be charged.....
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Part 8—Assignment of appointment

Assignment clause Tick whether you agree or disagree with the assignment. In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.	The client agrees that the licensee may at any stage throughout the appointment; assign the appointment to another licensee without changing the terms of the appointment. <input type="checkbox"/> I agree with the assignment clause. <input type="checkbox"/> I disagree with the assignment clause. Client to initial..... Note: if the client agrees to an assignment, the client will receive written notice from the licensee of the assignment at least 14 days before the assignment. The notice must state: <ul style="list-style-type: none"> • name of the licensee being assigned the appointment • that the appointment is assigned without changing terms • client may agree or disagree to proposed assignment • date proposed assignment is to take effect.
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Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables a person (the 'client') to appoint a motor dealer or chattel auctioneer for the sale or auction of motor vehicles or goods. This form must be completed and a signed copy given to the client before the motor dealer or chattel auctioneer sells the client's vehicle or property. Failure to do so may result in a penalty and loss of commission for the motor dealer or chattel auctioneer.

If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. 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.fairtrading.qld.gov.au or phone on **13 QGOV** (13 74 68).

Client 1	Full name..... Signature Date <div style="text-align: right;"> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D / M M / Y Y Y Y </div>
Client 2	Full name..... Signature Date <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D / M M / Y Y Y Y
Licensee A registered salesperson working for a dealership can sign this form on behalf of the licensed motor dealer.	Full name..... Signature Date <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D / M M / Y Y Y Y

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

Account Name: _____

(Note: As Vendor Payments are made from a TRUST ACCOUNT, the recipient account name must be the SAME as the consignment owner's name / name on Form 9)

Bank Name: _____

BSB: ____ / ____ / ____ - ____ / ____ / ____

Account Number: ____ / ____ / ____ / ____ / ____ / ____ / ____ / ____ / ____ / ____

Email Address: _____

(Vendor statement will be emailed to this address)

(Please tick box) - I Acknowledge and verify that all the details provided on this form are true and correct.

Signature

Name

Date

(Please note – Information on this form is strictly confidential. Should information provided to Lloyds Auctioneers and Valuers be incorrect or fraudulent, Lloyds Auctioneers and Valuers will be indemnified in the event of funds being transferred to an inappropriate account.)

Condition of acceptance of goods for Auction - Vendors Terms

1. The owner must indicate whether they are registered for GST purposes and include an ABN.
2. All assets accepted will be sorted and sold in the manner determined entirely at the discretion of the Company.
3. It is an express condition of acceptance that the owner acknowledges the Company holds no insurance on behalf of the owner whilst the goods are in the Company's possession. The owner should carry his own insurance for any asset in transit or the Company's possession.
4. The owner warrants that all charges, liens, Government or Statutory fees, taxes and duties have been paid by the owner and indemnifies the Company against any claim or demand of any person or Government Authority or statutory body whatsoever in respect thereof.
5. The owner warrants that he is the sole and unencumbered owner of all goods submitted to the Company for auction. The Company will not make a partial settlement on behalf of the Vendor to a third party without prior written agreement by the Company.
6. The Company will accept goods for auction with a reserve price for one Auction only. If goods with reserve prices remain unsold after one Auction then the Company may, at its sole discretion, put the goods to sale without reserve whatsoever. The owner must collect all goods unsold within four days from the first Auction unless he wishes them to proceed to the next Auction without reserve.
7. The Vendor agrees to take responsibility to enquire to the Company's office as to whether the goods have been sold at auction. The owner acknowledges that the Company will not contact the owner to give any regular report as to the status of goods so submitted by the owner.
8. All goods which do not attract a bid for five dollars (\$5.00) at Auction may be disposed of by the Company. Consignments with excess goods of Non Commercial value will attract a dumping fee.
9. GST Inclusive the Company shall be entitled to receive a fee of the price for the goods sold by Auction currently (14.6% Commission plus advertising and handling (7.40%). Any alternative fee must be approved by the Company's manager.
10. All electrical items must be in working order or they will not be accepted.
11. Transport and handling costs are the responsibility of the owner. If suitable, and authorised, the Company can deduct the cost of transport from the proceeds of the sale.
12. Insurance on goods in transit and in storage is the responsibility of the owner.
13. All owners of the goods must make themselves aware of these terms and conditions. Irrespective of whether or not this authority is signed, the fact that the goods are presented by the owner of his/her agent and accepted by the Company, constitutes acceptance by the owner or his/her agents of acceptance of these terms and conditions.
14. The Company will undertake to achieve the best possible sale price for goods submitted for auction by the owner. The owner should indicate any specific advantages, extras, manufacturer's warranties etc. The goods may have that the company may not be aware of.
15. A buy's premium at a rate stated by the Company will be charged to all purchases.
16. OH&S – The Occupational Health & Safety Act (1995) (The Act) and the Subsequent Regulations (1997) impose obligations in respect of safety for workers arising out of the design, manufacture and supply of Plant & Equipment for use in the workplace. Lloyds Auctioneers and Valuers (Lloyds) hereby notify and advise the Vendor that Plant & Equipment will only be accepted by Lloyds for sale on behalf of the Vendor on the express understanding that such Plant & Equipment will automatically be deemed to be not fit for use in the workplace. It is the Vendor's responsibility to comply with the obligations imposed under The Act and The Regulations and instruct Lloyds to carry out on behalf of the Vendor any particular requirements under The Act. In so far as they are available the vendor must supply any relevant OH&S information and Operators manual prepared by the manufacturer of the Plant & Equipment that is to be offered for sale; along with any previous records kept by the previous owner and/or Vendor under the requirements of The Regulations. Where no such information and/or records are available no liability for their absence is assumed by Lloyds.
17. The vendor agrees that no reserves under \$50 will be accepted by the Auctioneer. Further, the Vendor expressly agrees that he is consigning on the basis that the item will be sold to the highest bidder and any item under an auction value of \$50 is not deemed to be commercial to apply a reserve to. The highest bid shall be accepted by the vendor and the matter will be final. A administration fee of \$5.00 (five dollars) for any vendor requiring a reserve under \$50 will be charged if the items highest bid is less than \$50.

Office Use Only

Date Entered

Vendor Number

Staff Initials

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