

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 October 2015

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the registered owner of the motor vehicle, 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.....
(Vendor email communication will use this address)

Client 2

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

Client name

ABN Registered for GST? YES NO

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.....

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

Section 1

Details of motor vehicle to be sold or auctioned

Note: Annexures detailing additional motor vehicles may be attached if required.

Make and model

Built date /
M M / Y Y Y Y

VIN Engine number.....

Registration number Type (wagon, ute, sedan, 4x4 etc)

Odometer reading Colour

The client appoints the licensee to perform the following service (please tick).

Sell a used motor vehicle by private treaty

Sell a used motor vehicle by auction

Other (specify)

Section 2

Details of goods to be sold or auctioned

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

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Part 4—Appointment of motor dealer or chattel auctioneer

Section 1

Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

Sale Purchase

Auction Anticipated auction date / /
D D / M M / Y Y Y Y

Other (please specify)

Section 2

Term of appointment

Note: Details of a continuing appointment should be listed in Part 5 Performance of service.

Single appointment for a particular service or services

Start / / End / /
D D / M M / Y Y Y Y / D D / M M / Y Y Y Y

Continuing appointment for a service or a number of services over a period

Start / / (As at the date of signing this Form 9)

Section 3

Price

State the price for which the motor vehicle/s or good/s are to be sold.

Notes: Annexures detailing reserve prices or sale prices for additional goods may be attached if required. Where there are no reserve prices set for particular times, please nominate 'clearing sale'.

Reserve Clearing Sale

\$.....

Section 4

Termination of appointment

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).

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.

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SIGN HERE

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 licensee is:

| | Dollar amount (where known) | 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

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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. Annexures may be attached if required.

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.

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Authorised amount \$

When payable / /

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

| | | | |
|--|---|--|--|
| <p>Section 2 Other Description of fees and charges.</p> <p>Expenses may include travel expenses, cost of preparing a vehicle (if applicable) and incidental expenses such as administration costs, bank charges, postage etc.</p> <p>The licensee may either complete this section or attach annexures if required.</p> | <p>Description</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>Dollar amount</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>When payable</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
| <p>Section 3 Licensee's rebate, discount, commission or benefit incurred in the provision of or performance of the service.</p> <p>Note: This refers to benefits the licensee will receive as part of expenses they incur as part of the service ie. advertising.</p> | <p>Source</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | <p>Estimated amount (\$) or value (%)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | |
| <p>* Buyer's premium means the amount payable to the chattel auctioneer by a buyer on the purchase of goods.</p> | <p>Auction of goods only</p> <p>The Client agrees does not agree for the auctioneer to charge the buyer a buyer's premium*.</p> <p>Amount of premium agreed to be charged.....</p> <p>.....</p> | | |

Part 8—Assignment of appointment

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| <p>Assignment clause</p> <p>Tick whether you agree or disagree with the assignment.</p> <p>In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.</p> | <p>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.</p> <p><input type="checkbox"/> I agree with the assignment clause.</p> <p><input type="checkbox"/> I disagree with the assignment clause.</p> <p>Client to initial</p> <p>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:</p> <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. |
|--|--|

SIGN HERE

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 goods. 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.qld.gov.au/fairtrading or phone on **13 QGOV** (13 74 68).

Client 1

Full name.....

Signature Date / /
D D M M Y Y Y Y

SIGN HERE

Client 2

Full name.....

Signature Date / /
D D M M Y Y Y Y

SIGN HERE

Licensee

A registered salesperson working for a dealership can sign this form on behalf of the licensed motor dealer.

Full name.....

Signature Date / /
D D M M Y Y Y Y

This is the end of the approved form. Please note, all annexures and schedules form part of this appointment contract.

Upon successful sale of the Client's asset(s), Lloyds will pay the Client via Direct Bank Transfer from the Lloyds Trust Account to the bank account nominated on this annexure within 10-14 business days after cleared funds are received from the buyer:

Bank Account Name: _____ Bank Name: _____

BSB: ___ / ___ / ___ - ___ / ___ / ___ Account Number: ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___

Lloyds use Only: Date Entered: ___ / ___ / ___ Client ID: _____ Staff: initials: _____

ANNEXURE: Acceptance of goods for auction terms and conditions:

1. Client 1 and Client 2 as detailed on the attached Form 9 are hereafter known as the Client. The Licensee detailed in Part 2 on the attached Form 9, is hereafter known as Lloyds.
2. Information on the Form 9, annexure and any attached schedule are strictly confidential. Should information provided to Lloyds be incorrect or fraudulent, Lloyds is indemnified in the event of funds being transferred to an inappropriate account. As Client payments are made from an audited Trust Account, the recipient account name must be the SAME as the Client's name(s) on the attached Form 9.
3. The Client warrants that they are the sole and unencumbered owner of the asset(s) submitted for auction with all charges, liens, Government or Statutory fees, taxes and duties on the asset(s) paid by the Client and indemnifies Lloyds against any claim or demand of any person or Government Authority or statutory Body whatsoever in respect thereof.
4. Transport and handling costs are the sole responsibility of the Client, unless otherwise agreed in writing with Lloyds. If suitable and authorised by the Client, Lloyds can deduct the cost of transport and handling from the proceeds of sale at the agreed price.
5. Lloyds will endeavor to achieve the best sales outcome for the asset(s) submitted for auction by the Client. The Client takes sole responsibility in providing all the applicable information available for the asset(s), including all asset/vehicle histories, logbooks, service books, import documents, descriptions, receipts regarding works completed and all known faults.
6. The Client agrees and acknowledges that all assets delivered to Lloyds will be in their best possible sales condition, including if applicable, a charged working battery, at least ¼ tank of fuel, presentable interior, and presentable exterior condition. Should the asset be delivered not adhering to the above terms, Lloyds will rectify these conditions of the asset and charge the Client the applicable costs involved irrespective of whether the asset(s) is sold.
7. Lloyds will endeavor to provide a safe and secure premise for the Client's assets to be stored after assets have been delivered to a Lloyds site. Insurance on goods in transit and in storage at Lloyds is the responsibility of the Client. The Client acknowledges that Lloyds can offer insurance on all assets listed for auction for a fee, either stored at a Lloyds location or whilst on transport, upon request from Client. The Client is advised not to cancel their own insurance policy for their asset(s) until such time as each asset has been sold and settled.
8. There are no fees for asset storage at any Lloyds location, unless Lloyds advises the Client of an unsuccessful sale and requests collection of the unsold asset(s). Should a collection request be made, and an asset is not collected within the 7 days of the request, the Client will be charged a rate of \$20.00 (including GST) per day storage fee for each uncollected asset until collection by the Client. This fee will begin on the 8th day after the request for collection.
9. The Client acknowledges and agrees that the commission stated in Part 6 of the attached Form 9 will be charged by Lloyds upon the asset(s) sale. Should an asset not achieve a successful sale, there will be no commission payable to Lloyds for the sale of that asset.
10. It is an express condition on submitting asset(s) to auction that the Client is not to bid on their own asset(s) or instruct others to bid on their auction asset(s). Should the Client be found to be engaging in this activity, the asset(s) will be withdrawn from auction and the Client will be liable to pay the full sales commission and buyer's premium on the reserve indicated on the Form 9 to Lloyds.
11. The Client is aware that they may receive email, text message or phone call updates with regards to the sales status on their asset(s) in the lead up to the auction date. Should the Client find any of these methods unacceptable, the Client should advise Lloyds of their preferred communication method.
12. A buyer's premium at the rate stated in Part 7 of the attached Form 9 will be charged by Lloyds to all purchasers.
13. Upon the asset being returned to the Client, whether due to Lloyds non-sale at auction or Client request for collection, the Client acknowledges and agrees that in no way is a sale to be completed with a Buyer within a 90 day period from first Lloyds auction date for that asset. Should a sale be found to be completed within the exclusive 90-day period, the full sales commission and buyer's premium on the reserve indicated on the attached Form 9 will be payable to Lloyds.
14. Any vehicle asset(s) presented by the Client as 'Matching Numbers' must be deemed to have the original engine, original drive line, original vehicle body and original ID tags. Should the claims that the vehicle asset(s) are 'Matching Numbers' be found to be untrue or deemed incorrect in any way shape or form, the 'as is where is' auction clause is negated. Lloyds also reserves the right to instruct the Client to collect their vehicle should such claims be made, while the commission and buyer's premium will remain payable to Lloyds.
15. The Occupational Health & Safety Act (The Act) and the Subsequent Regulations (The Regulations) impose obligations in respect of safety for the workers and the public. The Client takes sole responsibility in disclosing all known mechanical and other faults. Should asset faults not be disclosed by the Client prior to the Lloyds auction and if an accident occurs, Lloyds will be indemnified by the Client to the effect that Lloyds are not held responsible nor liable for the outcome of such an accident.
16. The Client must make themselves aware of these terms and conditions contained within this annexure. Irrespective of whether or not this authority is signed, the fact that the assets are presented by the Client or his/her agent and accepted by Lloyds, constitutes acceptance by the Client or his/her agents of acceptance of these terms and conditions.
17. All assets accepted will be sorted and sold in the manner determined entirely at the discretion of Lloyds, with the best market interests of the Client.

I acknowledge & verify all the details provided on the attached Form 9, annexure & schedules attached are true & correct.

Full name : _____

Signature : _____ Date : ___ / ___ / ___

SIGN HERE