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 ☐☐☐☐☐☐☐☐☐☐☐

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) HAMMER AUCTIONS

Licensee name Leon Christiansen T/A

Licence number 4 9 8 3 8 1 2 Expiry date 2 1 / 0 9 / 2 0 2 9 (D D / M M / Y Y Y Y)

Address 199 Childers Rd

Suburb Branyan State Q L D Postcode 4 6 7 0

Phone 0447 426 637 Fax ..... Mobile 0447 426 637

Email address hello@hammerauctions.com.au

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 Various Assets

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.

Various Assets including but not limited to vehicles, machinery, equipment, tools, sundries, trailers, aircrafts, tractors, trucks, agricultural equipment, boats, caravans, miscellaneous

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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 ☐☐/☐☐/☐☐☐☐ (D D / M M / Y Y Y Y) End ☐☐/☐☐/☐☐☐☐ (D D / M M / Y Y Y Y)

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

Start ☐☐/☐☐/☐☐☐☐ (D D / M M / Y Y Y Y)

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 ☐ Sale

$Unreserved or Otherwise Indicated as per vendor agreement

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.

Note: Any unsold items during first auction, will be included in a second auction, at no additional cost.

Client signature ..... Date ☐☐/☐☐/☐☐☐☐ (D D / M M / Y Y Y Y)

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		10%
GST		10% of commission
Total payment		11%

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. 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.

TBA

Authorised amount $.....

When payable ☐☐/☐☐/☐☐☐☐ (D D / M M / Y Y Y Y)

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

Section 2

Other

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.

Description	Dollar amount	When payable
PPSR REPORT	11.00	Sold
Detailing	POA	Sold
Advertising	POA	Sold
Transport	POA	Sold
	ALL AMOUNTS ABC	INCLUDE GST

Section 3

Licensee's rebate, discount, commission or benefit incurred in the provision of or performance of the service.

Note: This refers to benefits the licensee will receive as part of expenses they incur as part of the service ie. advertising.

Source	Estimated amount ($) or value (%)
Not Applicable	

*** 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 ☑ does not agree ☐ for the auctioneer to charge the buyer a buyer's premium*.

Amount of premium agreed to be charged Online and Offsite Auctions 11%

General Goods 16.5% (ALL A

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.

☑ I agree with the assignment clause.

☐ 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:

- 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.

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)
Client 2	Full name..... Signature..... Date ☐☐/☐☐/☐☐☐☐ (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 Leon Christiansen..... Signature ..... Date ☐☐/☐☐/☐☐☐☐ (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.

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