## Motor dealers and chattel auctioneers Form 9



## 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
Client 2  Note: Annexures detailing additional clients may be attached if required.	Client name  ABN
Part 2—Licensee details  Licensee details	Motor dealer Chattel auctioneer  Agency name (if applicable)  Licensee name  Licence number Expiry date D M M Y Y Y Y Y Y Y Address  Suburb State Postcode D Phone  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		
Section 2 Details of goods to be sold or auctioned  Note: Annexures detailing additional goods may be attached if required.			
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 / 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 DD/MM/YYYY  End DD/MM/YYYYY  Continuing appointment for a service or a number of services over a period  Start DD/MM/YYYYY		
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'.  Section 4	Reserve Sale  \$		
Termination of	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.	Client signature			
Part 6—Commission				
To the client The commission is negotiable. You will have to	The client and the licensee agree that the maximum commission plus GST payable for the service to be performed by the responsible licensee is:			
pay Goods and Services Tax (GST) on any commission charged under this		<b>Dollar amount</b> (where known)	Percentage	
appointment.	Total commission			
Make sure you know when the commission is payable. For	GST		10% of commission	
example, in some situations commission may be payable	Total payment			
even if a sale does not fully complete.	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 ex	penses		
The client authorises the lice Annexures may be attached i	ensee to incur the following expe if required.	enses in relation to the perfor	mance 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.				
	Authorized amount #			
	Authorised amount \$	,		
	D D M M	Y Y Y		

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 Licensee's rebate,	Source	Estimated am	ount (\$) or value (%)	
discount, commission or benefit incurred				
in the provision of or performance of the				
service.				
<b>Note:</b> This refers to benefits the licensee				
will receive as part of expenses they incur as				
part of the service ie. advertising.				
* 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			
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Part 8—Assignment of a				
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.			
Tick whether you agree or disagree with the	I agree with the assignment clause.			
assignment.	I disagree with the assignment clause.			
In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.	Client to initial			
	Note: if the client agrees to an ass the assignment at least 14 days be name of the licensee being ass that the appointment is assign client may agree or disagree to date proposed assignment is t	efore the assignment. The notice signed the appointment ned without changing terms o proposed assignment	written notice from the licensee of must state:	

## 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

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 2  Full name	www.qld.gov.au/fairtrading or phone on 13 QGOV (13 74 68).		
Full name  Signature	Client 1	Signature Date	
A registered salesperson working for a dealership can sign this form on behalf of the licensed motor dealer.  Full name  Date D / D / M M / Y Y Y Y	Client 2		
This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.	A registered salesperson working for a dealership can sign this form on behalf of the		
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