

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



BN: 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

<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"/> <small>M M / Y Y Y Y</small></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"/> <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"/> <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"/> <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 Anticipated 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"/> <small>D D / M M / Y Y Y Y</small></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"/> End <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>D D / M M / Y Y Y Y D D / M M / Y Y Y Y</small></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"/> <input type="text"/> (As at the date of signing this Form 9)</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>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’.</p>	<p style="text-align: center;">Reserve Clearing 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.

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

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.

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

<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.
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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: ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___ / ___

ANNEXURE: Acceptance of goods for auction - Terms and Conditions.

Definitions: "Asset" or "Assets" means the item or goods provided by the Client for auction by Lloyds. **"Client"** means Client 1 and Client 2 as stated on the Form 9. **"Licensee"** means Lloyds Auctioneers & Valuers Pty Ltd A.B.N 20 109 191 095 (Lloyds). **"Buyer"** means the purchaser of any asset(s) provided by the Client to Lloyds for auction by Lloyds. **"Buyers' Premium"** means the amount payable to the chattel auctioneer by a buyer on the purchase of goods, as set out in Part 7 of the Form 9.

1. The Client warrants that they are the sole and unencumbered owner of, and has good title to, 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.
2. The Client must provide accurate descriptions of the asset(s) provided by the Client. The Client indemnifies Lloyds for any loss caused because of Lloyds' reliance on any incorrect information or Asset(s) descriptions provided by the Client.
3. The Client indemnifies Lloyds for any loss caused to Lloyds because of the breach of these terms and conditions, including legal fees, debt collection costs and associated disbursements incurred by Lloyds on the indemnity basis in remedying any loss caused by the breach of these terms and conditions by the Client.
4. If there is a breach of these terms and conditions by the Client, Lloyds may refund the Buyer and return the asset(s) to the Client. Lloyds will then be entitled to recover all legal fees, handling costs, transport to return the asset(s), liaising expenses and other costs incurred because of the breach by the Client on an indemnity basis. Lloyds will also be entitled to recover any commissions, fees, charges, legal fees, debt collection costs and associated disbursements on the indemnity basis, which Lloyds was to be paid by the Client and/or the Buyer had that terms and conditions not been breached by the Client. Lloyds may also seek to withhold and recover such funds from current or future sales of other Client assets set for auction or being auctioned by Lloyds.
5. 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 will deduct the cost of transport and handling from the proceeds of sale at the agreed price.
6. The Client is responsible for delivering the Asset(s) to Lloyds 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(s) be delivered not adhering to the above terms, Lloyds will rectify the condition of the Asset(s) and charge the Client the associated costs involved irrespective of whether the Asset(s) is/are sold.
7. The Client agrees that any vehicle Asset(s) delivered to Lloyds for auction may, at the discretion of Lloyds, be subject to a State Government approved safety certificate or standard vehicle inspection before the Auction by a third-party licensed and insured inspector. The inspection will include public road testing of the vehicle. The report of the inspection or safety certificate may be made available on the Lloyds Auctions website before the Auction. Any damage to the vehicle occurring during the inspection process will be the sole financial responsibility of the third-party inspector undertaking the inspection. The Client agrees not to hold Lloyds liable in any way for any damage or claims whatsoever or howsoever arising from any such inspection being undertaken.
8. 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) may be withdrawn from auction and the Client will be liable to pay the full sales commission and buyer's premium on the reserve price or current market value, whichever is higher. The Client also agrees that it will be responsible for paying Lloyds legal fees, debt collection costs and any other associated disbursements on the indemnity basis, which may be incurred by Lloyds in enforcing its claim for the full sales commission and buyer's premium.
9. All assets are stored by Lloyds at the risk of the Client until the asset is sold, settled, or returned. The Client is responsible for insurance on goods in transit and which are stored at any of Lloyd's premises. The Client is advised not to cancel their own insurance policy for their asset(s) until such time as each asset has been sold, settled, or returned to Client.
10. Upon the asset being returned to the Client, whether due to Lloyd's non-sale at auction, non-completion of the sale by the buyer, at the Client's request or because of any breach of these terms and conditions by the Client, the Client agrees that if a sale is completed with another Buyer within the exclusive 90-day period from the first Lloyds auction date for that asset, the full sales commission and buyer's premium on the reserve or current market value, whichever is higher, will be payable to Lloyds.
11. The Client takes sole responsibility for disclosing to Lloyds all known mechanical and other faults, defects, damage, or modifications to the asset(s) provided to Lloyds. The Client indemnifies Lloyds to the effect that Lloyds is not held responsible nor liable for the outcome of any accident involving the Asset(s). The Client indemnifies Lloyds for all damage to other assets or property arising from any faults or safety issues with the Client's Asset(s).
12. There are no fees for asset storage at any Lloyds premises / location unless Lloyds advises the Client of an unsuccessful sale and requests collection of the unsold asset(s). Should a 'return to vendor' collection request be made to the Client, and an asset is not collected within the 7 days of the request, Lloyds will charge the Client a storage fee for each uncollected asset until collection by the Client, calculated at a rate of \$22.00 (including GST) per day. This fee will begin on the 8th day after the request for collection.
13. Should the Client leave their asset(s) at Lloyds and not communicate with Lloyds for over 60 days, Lloyds reserves the right to sell the Client's asset(s) unreserved at a public Auction, recouping any outstanding costs, fees, charges, legal fees, and communication costs from the sale, with remaining funds held in trust until they can be legally transferred to the client, client beneficiaries, or the State based Public Trustee.
14. Any vehicle asset(s) presented by the Client as 'Matching Numbers' must be deemed to have the original engine, driveline, vehicle body and ID tags. Should the claims that the vehicle asset(s) are 'Matching Numbers' be found to be untrue or 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. Once the buyer's cleared funds have been deposited in the Lloyds Auctions Trust Account, the Client accepts that the buyer will be entitled to collect the asset, possibly before funds raised at auction for the asset are provided to the Client from the Lloyds Trust Account.
16. All assets accepted will be sorted & sold in a manner determined entirely at the discretion of Lloyds, with Lloyds endeavoring to achieve the best sale outcome for the asset(s).

I acknowledge and accept these terms and conditions and verify all the details I have provided on this Form 9, including this annexure, are true & correct.

Client Signature: _____

SIGN HERE