

Appointment to act as auctioneer

Property Agents and Motor Dealers Act 2000

This form is effective from 1 July 2009

ABN: 97 406 359 732

Department of **Employment, Economic
Development and Innovation (DEEDI)**

WARNING

The client is advised to seek independent legal advice before signing this form.

This form must be completed and a copy given to the client before the auctioneer performs any service for the client. Failure to do so may result in a penalty and loss of commission.

This form enables a person (the 'client') to appoint an auctioneer to auction goods or property.

Instructions

Please complete in **BLOCK** letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 13 04.

Part 1—Client details

Client details

First names Last name

ABN: Registered for GST: Yes No

Address

Suburb State Postcode

Phone () Fax ()

Mobile Email

Part 2—Agent details

Agent details

First name Last name

ABN:

Address

Suburb State Postcode

Phone () Fax ()

Mobile Email

Licence number Licence expiry / /
D D / M M / Y Y Y Y

Part 3—Property details

3.1 Property details

Address

Suburb State Postcode

Lot Plan

Title reference

Part 4—Appointment of auctioneer

Tick whichever applies.

4.1 For sale of property, the appointment will be for a:

Sole agency Exclusive agency Open listing.

The auctioneer must bring to your attention information about sole agency/exclusive agency – refer to note on sole/exclusive agency in Item 5.

4.2 Price reserve or listing price

4.3 The auction will be held on / /
D D M M Y Y Y Y

4.4 Single or continuing appointment. The appointment is a:

Single appointment (for a particular service).

Continuing appointment (for a number of services over a period).

End of continuing appointment: / /
D D M M Y Y Y Y

To the client: If the appointment is a continuing appointment, you may revoke it by giving 90 days notice in writing to the auctioneer, unless you and the auctioneer agree to a shorter notice period (but it must not be less than 30 days).

Part 5—Open listing, sole agency or exclusive agency (Real estate)

You may appoint an auctioneer to sell a property on the basis of an open listing or a sole agency or an exclusive agency.

Open listing

You appoint the auctioneer to sell the property, but you retain a right to appoint other agents on similar terms, without penalty. The agent's appointment can be ended by either you or the agent at any time.

Sole agency and exclusive agency

You appoint the agent for a specified term. For sales of residential properties, the term is negotiable up to a maximum term of 60 days, after which the auctioneer can be reappointed for one or more further terms.

If you are dissatisfied with your auctioneer's service and want to appoint a new agent during the existing auctioneer's term, and your property is sold during that term, you may have to pay:

- Two commissions:** a commission to each agent.
- Damages for breach of contract** arising under the existing auctioneer's appointment.

When you must pay the agent

The table below shows when you will have to pay the agent, if the property is sold during the term of the agent's appointment.

Opening listing	Sole agency	Exclusive agency
Client sells	Client sells	Client sells <input checked="" type="checkbox"/>
Another person sells	Another person sells <input checked="" type="checkbox"/>	Another person sells <input checked="" type="checkbox"/>
Pastoral House sells <input checked="" type="checkbox"/>	Pastoral House sells <input checked="" type="checkbox"/>	Pastoral House sells <input checked="" type="checkbox"/>

5.1 Appointment

Tick whichever applies.

If you need more information before you make a choice between open listing, a sole agency or an exclusive agency, ask your legal adviser.

The appointment will be for:

an open listing

an exclusive agency

a sole agency

Part 5—Open listing, sole agency or exclusive agency (Real estate) continued

5.1 Appointment continued

The sole agency / exclusive agency (please check whichever applies) will:

Start on: / / (start date)
D D / M M / Y Y Y Y

The sole agency / exclusive agency (please check whichever applies) will:

End on: / / (end date)
D D / M M / Y Y Y Y

For the sale of residential property, the term of a sole agency or exclusive agency is negotiable between the client and the agent, up to a **maximum term of 60 days**.

5.2 End of sole/exclusive agency: option to continue as open listing

To the client: At the end of the sole/exclusive agency, you may elect to continue the appointment of the agent as an open listing, which may be ended at any time by you or the agent.

- The appointment **will** continue as an open listing until / /
- The appointment **will NOT** continue as an open listing.

Part 6—Commission

Residential property auction sales have prescribed maximum amounts of commission chargeable. Please refer to the maximum commission rates chargeable by auctioneers for residential property transactions under the *Property Agents and Motor Dealers Regulation 2001*.

The rate for this transaction is: (state amount or percentage).

Please note that you have a right to negotiate an amount of commission lower than this amount of commission.

In any other transactions, you have the right to negotiate the amount of commission payable.

Please note: that you (the client) will have to pay Goods and Services Tax (GST) on any commission chargeable under this appointment.

The client and the auctioneer agree that the total commission and GST component is:

Dollar amount	Percentage
Total commission \$ %
GST \$ %
Total payment \$

The commission expressed above may vary as the commission chargeable is a percentage only of the **actual sale price**.

Please state when commission is payable:

.....
 (If additional space is needed, please supply these details in the Schedule.)

Part 7—Fees and charges

Please note that fees and charges chargeable under this appointment are inclusive of Goods and Services Tax (GST).

The client and the auctioneer agree that fees and charges to be charged for the service are: (please specify the items and amounts being charged.)

.....

.....
 (If additional space is needed, please supply these details in the Schedule.)

Please state when fees and charges are payable

.....

Part 8—Expenses

The auctioneer is authorised by the client to incur the following expenses:

Advertising:

.....

Marketing:

.....

Other expenses (please specify):

.....

The auctioneer **will/will not** (please delete whichever does not apply) receive a rebate, discount, commission or benefit in relation to incurring these expenses.

If a rebate, discount, commission or benefit is to be received by the auctioneer, the source and estimated amount or value of any such rebate, commission or benefit is/are:

.....

.....

(If additional space is needed, please supply these details in the Schedule.)

Part 9—Sign-off

9.1 Client's signature

Signature

Signatory (print name)

Date signed / /

D D M M Y Y Y Y

Signature

Signatory (print name)

Date signed / /

D D M M Y Y Y Y

9.2 Auctioneer signature

Signature

Signatory (print name)

Date signed / /

D D M M Y Y Y Y

When performing this service, the auctioneer must comply with the code of conduct for auctioneers as set out in the *Property Agents and Motor Dealers (Auctioneers Code of Conduct) Regulation 2001*. You can obtain a copy of this Code of Conduct on the Office of Fair Trading's website at www.fairtrading.qld.gov.au, from your local Office of Fair Trading (see White Pages) or by phoning 13 13 04.

**SCHEDULES OR ATTACHMENTS
(if applicable)**