

Commission Agreement for Vehicle Salesperson & Related Duties (Finance & Insurance & Aftercare Consultants)

Name:	
Employed at:	("Employer")
Payroll Number:	
Position:	
Department:	
Effective Date:	

Your employment

- Your employment is governed by the *Vehicle Repair, Services and Retail Award 2020* ("the **Award**") and you are a person employed principally to sell vehicles as set out in clause 28 of the Award.

Nature of Agreement

- This Agreement is an agreement as to the payment of commission to you pursuant to clause 28.4 of the Award.

Alterations to this Agreement

- Alterations may be made to this agreement by mutual consent or by the Employer giving you one week's notice in writing of the alteration.

Commission Arrangements:

- You will be eligible to be paid a commission payment only after the delivery of a vehicle to a customer.
- The Employer will provide you with all relevant details of vehicles delivered and commission earned during the preceding month within 21 days after the last day of the month.
- Once you have been provided the details in clause 5 by the Employer, you will be paid the commission shortly thereafter.
- If a sale is effected as the result of the efforts of 2 or more salespeople, the commission will be payable proportionately as mutually agreed between those salespersons.
- If your employment ends prior to the delivery of a vehicle to a customer, provided that the vehicle is delivered within 3 months prior to the termination of your employment, you will be paid two thirds of the commission that you would have received if you had remained employed.
- On termination of employment, any commission owing for vehicles delivered will be paid within 14 days.



Commission Arrangements

10. Commission will be payable to you in the following circumstance:



Mercedes-Benz North Shore



11. Payment of commission set out in clause 10 is determined as follows:

- a. **Sales** - will be determined on the basis of the sales actually received by the Employer during each calendar month as a result of sales made by you.
- b. **Gross Profit** - will be determined on the basis of the gross profit actually received by the Employer during each calendar month as a result of the gross profit generated by you.

12. Gross Commission set out in clause 10 will be reduced by the Superannuation Guarantee

13. The Dealer Principal is the sole arbiter of any disputes regarding all aspects of the commission

Commission will absorb and offset overtime

13. Commission amounts paid to you will be utilised by the Employer to meet any obligations to pay you for hours you may have worked in excess of 38 per week, at the applicable rate for the hours worked.

Parties to the Agreement:

Employee Signature		Manager Signature	
Employee Name	Date	Manager Name	Date
Witness Signature		Witness Signature	
Witness Name	Date	Witness Name	Date