

MEMORANDUM OF UNDERSTANDING
between
THE REGISTRAR OF PERSONAL PROPERTY SECURITIES
and
DEPARTMENT OF JUSTICE AND ATTORNEY GENERAL -
OFFICE OF FAIR TRADING (QLD)
(ABN 13 846 673 994)

MOU No. PPSDOJ(Qld)00001 **Replaces MOU no.** N/A

Registrar: The Registrar of Personal Property Securities

PPSR: The Personal Property Securities Register

**Registrar's
Contact Officer:** Andrew Sellars
Principal Legal Officer (Personal Property Securities)
Postal address: National Service Centre
GPO Box 1944
Adelaide SA 5000
Email address: andrew.sellars@itsa.gov.au
Telephone: (02) 9168 3502

Agency Head David Ford
Commissioner for Fair Trading

Agency Office of Fair Trading, Queensland – Office of Fair Trading

**Agency's
Contact Officer:** Lynette Rose
Project Support Officer
Level 4, Executive Annexe, 102 George Street, Brisbane QLD 4000
lynette.rose@deedi.qld.gov.au
Telephone: (07) 3405 6474

Functions to support: See Schedule 1

Access to PPSR data: See Schedule 2

Accepted and agreed

Signed by: 

Signature.....

Name

Date.....

Position *Commissioner Public Bank*
.....

Signed by:

Signature..... 

Name *DAVID BERGMAN*
.....

Date..... *27 January 2012*

Position *Registrar of Personal Property Securities*
.....

1. Parties

This Memorandum of Understanding (MOU) is between:

- the Registrar; and
- the Agency Head.

2. Function of this MOU

The Registrar's Practice Statement No. 1— Access to the PPSR for Government Agencies deals with the circumstances in which a government agency may be granted access to the PPSR for transactions regarding prescribed property and security interests on the basis that fees are remitted. In accordance with the matters outlined in that Practice Statement, it is proposed that the Agency will be allocated one or more accounts which will enable access to the PPSR. It is proposed that the Registrar will remit fees associated with that access, on the basis that the transactions performed by the Agency on the PPSR are for the purpose of performing certain functions and/or exercising certain powers of the Agency.

This MOU sets out the conditions under which the Registrar will establish, and maintain, access by the Agency to such an account.

3. Commencement and duration of this MOU

This MOU commences on the date it is signed by the last party to sign it, and continues until terminated:

- at any time by mutual agreement; or

- by either party giving the other 60 days notice, which sets out the reasons for the termination.

4. Effect of this MOU

This MOU does not create legally enforceable obligations between the parties, and revokes and replaces the existing arrangements (if any) identified in the MOU details.

5. Access to PPSR

The Registrar has, or will, arrange for the Agency to be allocated the accounts enabling access to the PPSR as specified in Schedule 2.

Access to the PPSR through the accounts specified in Schedule 2 may only be used for the purposes of the functions/powers identified in Schedule 1. The Agency Head is responsible for ensuring that the Agency does not access the PPSR through the accounts in Schedule 2 for other purposes.

The Agency Head further agrees further agrees that access to the PPSR through the accounts specified in Schedule 2 is at all times subject to and conditional upon compliance with the current versions of the PPSR General Conditions of Use and (if applicable) the following further terms and conditions, which are available from www.ppsr.gov.au or by calling 1300 007 777:

- PPSR Account Customer Terms and Conditions;
- ITSA Credit Application – Terms and Conditions;
- PPSR B2G Access Terms and Conditions; and
- All terms and conditions relating to any relevant Third Party Facility.

6. Agency Head to notify Registrar of changes in circumstances

The Agency Head will notify the Registrar within 7 days if a function or power identified in Schedule 2 is not, or ceases to be a function or power of the Agency.

7. Support

The Registrar will arrange for support to assist the Agency in dealing with enquiries relating to the PPSR.

- General enquiries concerning the operation of the PPSR can be sent by email to enquiries@ppsr.gov.au
- For specific enquiries concerning the Agency's access and this MOU, contact the **Registrar's Contact Officer**.

8. Fees

Subject to the conditions in this MOU, the Registrar will remit PPSR fees in relation to the account specified in Schedule 2. No fees will be charged for the provision of support.

9. Usage Monitoring

The Registrar may at any time generate reports regarding the use of the Agency's PPSR accounts specified in Schedule 2.

10. Declaration of compliance

The Registrar may at any time (but not more than once each quarter) provide to the Agency Head a Declaration of Compliance in the form set out in Schedule 3 (or in such other form as the Registrar notifies the Agency Head) and notify the Agency Head when that Declaration of Compliance falls due.

The Agency Head is to confirm, by completing and returning that Declaration of Compliance, that the Agency has complied with the provisions of this MOU during the period specified in the Declaration.

11. Restrictions on usage, suspension and termination of fee remission arrangement

The Registrar reserves the right, at any time, to impose restrictions on the use of the account(s) specified in Schedule 2. For example, access to a search facility may be disabled on an account allocated for the purpose registering prescribed property (other Registration Kinds).

The Registrar reserves the right to suspend or terminate any account subject to fee remission arrangement at any time.

In particular, the Registrar may impose restrictions or suspend or terminate the account(s) specified in Schedule 2 if, as a result of activities under clauses 9 or 10, or by other means, the Registrar suspects on reasonable grounds that the Agency's access to the PPSR through that account is being used for purposes other than for the purposes specified in Schedule 1.

12. Variation of this MOU

Either party may propose a variation to this MOU by giving the other party a notice setting out details of the proposal. Unless otherwise indicated, this MOU can only be varied by agreement of the parties in writing.

13. Dispute resolution

The parties must attempt to resolve any dispute concerning this MOU by negotiations between the Contact Officers. If those negotiations fail to resolve that dispute:

- either party may give the other a notice setting out specific details of that dispute, and reporting the failure of negotiations to resolve it; and

- if that dispute is not resolved through negotiations between the Contact Officers, that dispute is to be referred upward, through the parties' equivalent management levels until resolved.

14. Notices

A notice under this MOU must be:

- in writing and marked for the attention of the recipient's Contact Officer;
- sent to the recipient's Contact Officer's relevant address (as identified in the MOU Details or as the recipient has otherwise notified the sender) by email transmission, hand delivery or pre-paid post (electronic delivery is preferred); and
- signed by or sent from the email address of, the sender's Contact Officer or other authorised officer.

SCHEDULE 1

The Agency has been allocated an account that is subject to discretionary fee remission by the Registrar in order to support the Agency to carry out the following activities:

The Agency is responsible for the Register of Encumbered Vehicles, the Registry of Cooperatives and the Bill of Sales Register, which are migrating to the PPSR. The Agency's access to the PPSR in the immediate post-migration period and ongoing will be required for transitional/audit purposes, and to complement ongoing provision of historical searches of the migrated register.

The Agency's access to the PPSR will also be used to assist the Agency to exercise powers or perform functions in relation to consumer protection pursuant to the *Property Agents and Motor Dealers Act 2002 (Qld)* and the *Fair Trading 1989 (Qld)*, incorporating the *Australian Consumer Law 2010*.

SCHEDULE 2

Account: 100015748

Account type: Security Interest

SCHEDULE 3

Sample Declaration of Compliance

This Declaration of Compliance must be completed annually by the Agency Head in accordance with clause 10 of the Memorandum of Understanding (**MOU**).

Completion of this form by the Agency Head formally assures the Registrar that all terms and conditions, as agreed in the MOU, are being complied with. This includes, but is not limited to, confirmation that the Restrictions on Usage as outlined in clause 11 and schedule 1 are being complied with.

I, [Name of the Agency Head] assure the Registrar that all terms and conditions are being complied with as agreed in the MOU [MOU number] between the Registrar of Personal Property Securities and [Name of Agency].

Notice of Variation

Attention: Registrar of Personal Property Securities

This is a Notice issued in compliance with clause 14 of Memorandum of Understanding (MOU) number PPSDOJ (Qld) 00001. In accordance with clause 12 of the MOU, either party may propose a variation to the MOU by giving the other party a Notice setting out details of the proposal. The MOU can only be varied by agreement of the parties in writing.

Proposed variation:

1. Agency Head David Ford
 Commissioner for Fair Trading

Agency's Contact Craig Routledge
Officer Director, State-wide Integration
 Level 4, Executive Annexe, 102 George Street
 Brisbane QLD 4001
 Craig.Routledge@justice.qld.gov.au
 (07) 3247 3777

2. Schedule 1

Due to legislative changes, please amend to the last paragraph of the schedule to read:

The Agency's access to the PPSR will also be used to assist the Agency to exercise powers or perform functions in relation to consumer protection pursuant to the *Property Agents and Motor Dealers Act 2002 (Qld)*, the *Fair Trading Inspectors Act 2014 (Qld)*, the *Fair Trading Act 1989 (Qld)*, incorporating the *Australian Consumer Law (Queensland)*.

If you consent to the proposed variation then please sign the acceptance below and send a copy of the signed notice to the Contact Officer's email address. Please note, failure to sign and return this variation within 30 days will result in assumed acceptance of the proposed variation.

Sender's Contact Officer / Authorised Officer

Name: **Craig Routledge**

Signature: 

Date: 4/5/16

I, Craig Routledge accept the proposed variation described above
Name of Contact / Authorised Officer

to MOU PPSDOS (QLD) 00001 .
MOU number

Signature: 

Date: 4/5/16

Notice of Variation

Attention: Registrar of Personal Property Securities

This is a Notice issued in compliance with clause 14 of Memorandum of Understanding (MOU) number PPDSOJ (Qld) 00001. In accordance with clause 12 of the MOU, either party may propose a variation to the MOU by giving the other party a Notice setting out details of the proposal. The MOU can only be varied by agreement of the parties in writing.

Proposed variation:

1. Agency Head **Name:** David Ford
 Position: Commissioner for Fair Trading

Agency's Contact

Officer Craig Routledge
 Director, System Support and Development
 Level 4, 63 George Street
 Brisbane QLD 4001

Email: Craig.Routledge@justice.qld.gov.au
Telephone: (07) 3247 3777

2. Schedule 1

Due to legislative changes, please amend the last paragraph of the schedule to read:

The Agency's access to the PPSR will also be used to assist the Agency to exercise powers or perform functions in relation to consumer protection pursuant to the *Motor Dealers and Chattel Auctioneers Act 2014 (Qld)*, the *Fair Trading Inspectors Act 2014 (Qld)*, *Agents Financial Administration Act 2014 (Qld)*, incorporating the *Australian Consumer Law (Queensland)*.

If you consent to the proposed variation then please sign the acceptance below and send a copy of the signed notice to the Contact Officer's email address. Please note, failure to sign and return this variation within 30 days will result in assumed acceptance of the proposed variation.

Sender's Contact Officer / Authorised Officer

Name: Craig Routledge

Signature: 

Date: 6th of April, 2017

I, Craig Routledge accept the proposed variation described above
Name of Contact / Authorised Officer

to MOU PPSDOJ (QId) 00001.
MOU number

Signature: 

Date: 6th of April, 2017