

# DROUGHTMASTER

Australia's natural wonder

## TERMS AND CONDITIONS

The Society convenes the Society Sponsored Sales. As part of this role, the Society will undertake activities such as setting the date of the sale, selecting the sale venue, receiving nominations for Lots, producing the sales catalogue, identifying the standards and conditions relating to each Lot and coordinating general advertising.

The following terms and conditions apply to and govern the agreement between the Society and the Attendee in relation to the Attendee's attendance of, and participation in, the Auction. These terms and conditions incorporate:

- a) any documents in the Annexure;
- b) the Rules and Regulations;
- c) the below terms and conditions,  
(together, the **Terms and Conditions**).

To the extent of any inconsistency between an incorporated document and the below terms, the below terms take precedent.

### 1. DEFINITIONS AND INTERPRETATION

1.1 The meaning of the terms used in these Terms and Conditions are set out below:

Term	Meaning
<b>Attendee</b>	an attendee of a Society Sponsored Sale, including Bidders, Buyers and Vendors
<b>Auctioneer</b>	the auctioneer authorised by the Vendor and endorsed by the Society to auction Lots on behalf of the Vendor
<b>Australian Consumer Law</b>	refers to the consumer law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)

<b>Term</b>	<b>Meaning</b>
<b>Bidder</b>	a bidder on a Lot at an auction
<b>Buyer</b>	the meaning given in clause 3.2
<b>Claim</b>	a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent
<b>Disqualified Lot</b>	a Lot that is disqualified or not eligible for sale at a Society Sponsored Sale pursuant to the Rules and Regulations
<b>Eligible Member</b>	members of the Society approved by the Society to sell Lots at a Society Sponsored Sale as outlined in the Rules and Regulations
<b>Excluded Loss</b>	means: <ol style="list-style-type: none"><li>a) loss, or anticipated loss, of use, business, production, profit or revenue, loss of business reputation, business interruption of any nature or loss of opportunity;</li><li>b) exemplary or punitive damages; or</li><li>c) any loss or damage arising from special circumstances that are outside the ordinary course of things</li></ol>
<b>GST</b>	the goods and services tax levied pursuant to the A New Tax System, (Goods and Services Tax) Act 1999 (Cth)
<b>Intellectual Property Rights</b>	all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trade marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration

<b>Term</b>	<b>Meaning</b>
<b>Junior Member</b>	a "Junior Member" of the Society pursuant to the Rules and Regulations
<b>Lot</b>	any stock available for purchase at a Society Sponsored Sale and which has been included in the sales catalogue produced by the Society
<b>Nomination Form</b>	the nomination form made available to Eligible Members to nominate lots for sale in a Society Sponsored Sale
<b>Personal Property Securities Register</b>	The Personal Property Securities Register established under the <i>Personal Property Securities Act 2009</i> (Cth)
<b>Pre-existing IP Rights</b>	Intellectual Property Rights in all materials owned by the Attendee or Society independent of these Terms and Conditions
<b>Related Body Corporate</b>	has the same meaning as in the Corporations Act 2001 (Cth)
<b>Rules and Regulations</b>	the Rules and Regulations of the Society made available on the Website from time to time
<b>Security Interests</b>	has the same meaning as in the <i>Personal Property Securities Act 2009</i> (Cth)
<b>Society</b>	Droughtmaster Stud Breeders' Society Ltd ACN 010 129 683 and its Related Body Corporate
<b>Society Sponsored Sale</b>	an auction sale convened by the Society
<b>Upset Price</b>	the reserve price
<b>Vendor</b>	the owner of the Lot or the person authorising the Auctioneer to sell that Lot on the owner's behalf
<b>Website</b>	the website of the Society at <a href="https://www.droughtmaster.com.au/">https://www.droughtmaster.com.au/</a>

- (c) a reference to a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations; and
- (d) headings are included for convenience only and do not affect interpretation of these Terms and Conditions.

## **2. GENERAL**

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- 2.1 By attending the Society Sponsored Sale (whether in person or by other means), the Attendee agrees to be bound by these Terms and Conditions. All bids and offers to purchase shall be treated as offers made upon these Terms and Conditions and all persons attending a Society Sponsored Sale shall be deemed to have notice of these Terms and Conditions.
- 2.2 These Terms and Conditions apply to the Attendee's attendance at and participation in any respect in the Society Sponsored Sale to the exclusion of all other terms proposed by the Attendee. If the Society agrees (in its sole discretion) to incorporate any terms and conditions proposed by the Attendee (**Attendee Terms**), these Terms and Conditions shall apply to the extent of any inconsistency with the Attendee Terms. The Society will only be deemed to have accepted the Attendee Terms where the Society has confirmed the acceptance in writing, signed by a director of the Society.
- 2.3 The Society may change these Terms and Conditions by posting updated Terms and Conditions on the Website.
- 2.4 These Terms and Conditions shall be binding on the Attendee's personal representatives, successors and permitted assigns and shall be for the benefit of the Society's successors and assigns.
- 2.5 If a Vendor is a Junior Member, these Terms and Conditions bind the guardian of that Junior Member, and the guardian agrees to be legally responsible for any and all actions taken by or on behalf of the Junior Member under these Terms and Conditions.

## **3. CONDITIONS OF SALE BY AUCTION**

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- 3.1 Prior to the auction, an Attendee must register with the Society (in the case of Bidders) or the Auctioneer (in the case of Vendors) in order to participate in the auction. The Society or the Auctioneer may reject the registration of any Attendee as a Vendor or Bidder at its absolute discretion.
- 3.2 The Buyer will be the successful bidder for a Lot as determined by the Auctioneer, subject to these Terms and Conditions.
- 3.3 Bidders, Buyers and Vendors must:
  - (a) be at least 18 years of age or a Junior Member; and
  - (b) in the case of Vendors:
    - (i) be Eligible Members of the Society; and

### 1.2 In these Terms and Conditions:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;

- (ii) have no outstanding debts to the Society.
- 3.4 Any Eligible Member wishing to enter a lot for sale at a Society Sponsored Sale must on or prior to the relevant dates referenced in the Annexure and on the Website:
- (a) return a duly completed Nomination Form to the Society; and
- (b) pay all nomination fees and any other required amounts to the Society.
- 3.5 The Auctioneer acts as agent for the Vendor.
- 3.6 The Society is not a party to the sale or purchase of a Lot. The Society does not owe any obligation to the Buyer or the Vendor in relation to the sale or purchase of a Lot, including any obligation to deliver a Lot or in respect of the description or condition of any Lot.
- 3.7 In any auction or sales event, the highest approved Bidder shall be the Buyer of a Lot subject to:
- (a) any Upset Price;
- (b) these Terms and Conditions;
- (c) acceptance by the Vendor (as denoted by the Auctioneer's declaration of "Sale" or similar after the fall of the hammer); and
- (d) the sole discretion of the Society and the Auctioneer.
- 3.8 The Society and the Auctioneer each reserve the right to:
- (a) refuse to acknowledge any bid;
- (b) refuse any bids from an unregistered Bidder;
- (c) withdraw any Lot before or during the sale;
- (d) settle any disputes arising between any Bidders for any Lot in their absolute discretion;
- (e) exclude any person from an auction or the auction venue; and
- (f) advance the bidding as it sees fit.
- 3.9 All bids are irrevocable and cannot be withdrawn without the consent of the Society or the Auctioneer, who may each refuse in its absolute discretion.
- 3.10 Should the Vendor reject the bid of the highest Bidder before the fall of the hammer, such Bidder will have the right of first refusal of the Lot at the Vendor's nominated price for one hour after the Lot has been passed out of the ring, subject to these Terms and Conditions.
- 3.11 On the fall of the hammer:
- (a) the Buyer shall give their name and address and the name and address of the principal for whom they bid (if applicable) to the Auctioneer
- and shall immediately complete, sign and hand to the Auctioneer an acknowledgement of the purchase in such form as shall be required by the Society and the Auctioneer and provide to the Society and the Auctioneer any such other information in respect of the purchase as the Society or the Auctioneer (as applicable) may reasonably require; and
- (b) the purchase price and the Lot sold shall be binding on both the Buyer and the Vendor.
- 3.12 The full purchase price for each Lot shall be due and payable (in cash, unless the Society agrees otherwise) by the Buyer to the Auctioneer upon acceptance of the highest bid by the Vendor and prior to delivery.
- 3.13 Each Lot will be sold subject to passing all veterinary tests required by the Society, the Rules and Regulations, these Terms and Conditions and the law of the state or country to which the Buyer intends to transport that particular Lot (including, for the avoidance of doubt, all DPI Approved Tick Treatments if required), such tests to be undertaken at the Vendor's expense. All information in relation to veterinary tests must be made available to the Auctioneer, Society and Bidders prior to the sale..
- 3.14 For the avoidance of doubt:
- (a) the Society offers no warranty regarding the accuracy of any test results provided by the Vendor; and
- (b) the Buyer must make their own enquiries regarding any representation provided by the Vendor in connection with the test results pursuant to clause 3.13.
- 3.15 The Society and the Auctioneer reserve its rights:
- (a) to remove or disallow any Vendor from selling any Lot if the Society or the Auctioneer determine (in their absolute and unfettered discretion) that information provided regarding a Lot (whether in a catalogue or otherwise) is misleading, deceptive, incomplete or otherwise provided in breach of the Terms and Conditions;
- (b) to not disclose the existence and/or quantum of the Upset Price (if any) of a Lot prior to the close of bidding or withdrawal of the Lot;
- (c) to resubmit any Lot for resale by auction, before, during or after the auction of that particular Lot, at the Society's absolute discretion; and
- (d) subject to clause 3.10, to arrange for a Lot that is not sold at an auction to be sold by private agreement (but not for less than the Upset Price for that Lot at auction).
- 3.16 Any Attendee who removes the sale number from any Lot after it has been sold will fully indemnify all affected parties for any Claim should the Lot be wrongly delivered.

- 3.17 The Buyer shall not, until the full purchase price is paid and all other obligations owed by the Buyer to the Vendor, the Auctioneer and the Society are fulfilled, register or attempt to register any Security Interest in the Lot.
- 3.18 A Vendor may not:
- (a) sell a Disqualified Lot; or
  - (b) remove a Lot during the auction without the express consent of the Society.
- 3.19 Any dispute arising in respect of the sale or purchase of any Lot is between the Buyer and the Vendor and the parties release the Society from any Claim in respect of any disputed Lot. Any dispute relating to a Lot must be resolved between the Vendor and the Buyer and neither the Vendor nor the Buyer may return to the Society or the Auctioneer any Lot the subject of a dispute or otherwise. The Buyer and the Vendor expressly authorise the Society and the Auctioneer to provide relevant contact details of the Buyer and Vendor to one another upon request by either party.
- 3.20 Notwithstanding any dispute in respect to the sale of any Lot, the Buyer shall nevertheless be obliged to pay to the Auctioneer the full purchase price and any other moneys or interest payable by the Buyer in accordance with these Terms and Conditions.
- 3.21 Any person (including any Attendee) who attends a Society Sponsored Sale does so entirely at their own risk and the Society does not assume or accept any responsibility or liability of whatever nature for any injury or damage which may occur, except to the extent caused by the negligence of the Society.

#### **4. DEFAULT**

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- 4.1 If a Vendor fails to deliver any part of a Lot, the Vendor must refund the Buyer any amounts paid by the Buyer on account of the purchase.
- 4.2 If a Buyer is in default of its obligations under these Terms and Conditions, the Society and the Vendor may do any of the following:
- (a) declare the Buyer in default and cancel the sale and resell any relevant Lots;
  - (b) forfeit any monies paid by the Buyer in consideration for any Lots and offset that money against amounts owed to the Society or the Vendor without notice to the Buyer; or
  - (c) recover damages from the Buyer.
- 4.3 If, on resale of the Lot, a lower price is obtained, then the difference in price plus any expenses of the resale shall be a debt owing by the Buyer to the Vendor payable on demand, with interest at the rate of 1.25% per month from the date of resale until payment.

#### **5. TITLE**

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- 5.1 Upon the fall of the hammer each Lot shall be at the risk and expense in all respects of the Buyer and the

Buyer shall indemnify the Society and the Auctioneer in respect of and pay to the Society and the Auctioneer on demand all loss, damage, costs and expenses incurred or suffered by the Society or the Auctioneer (as applicable) in respect of the Lot while the Lot is at the Buyer's risk and expense. In particular, the Buyer will be liable for livery, feeding, watering, agistment and transport charges for Lots not removed on the day of the Society Sponsored Sale and they may be moved to alternate stables or agistment at the Auctioneer's or Society's discretion. Payment for Lots shall not be regarded as made until such charges have been paid.

- 5.2 Property and title to the Lots remain with the Vendor until payment has been made in full in accordance with these Terms and Conditions.

- 5.3 The Society will not accept the return of any Lot for any reason. At no point will the Society have title to, or risk in any Lot.

#### **6. WARRANTY**

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- 6.1 Unless expressly provided in these Terms and Conditions, no guarantee or warranty shall be given by the Society to the Attendee in relation to type, quality, condition, characteristic, pedigree, sex, age, breeding condition or otherwise of a Lot or the accuracy of any information included in any catalogue relating to a Society Sponsored Sale.
- 6.2 The Attendee acknowledges and agrees that it does not rely on the skill or judgment of the Society in relation to the purchase of a Lot. Any advice, recommendation, information or assistance provided or purportedly provided by the Society is provided without any liability by the Society whatsoever.
- 6.3 The Society assumes no liability in respect of any error, misdescription or omission in any descriptions, pedigrees or other information pertaining to the type, quality, condition, characteristic, sex, age, breeding condition or otherwise of any Lot offered for sale, including on account of any information included in a catalogue relating to a Society Sponsored Sale. No such error, misdescription or omission shall entitle the Attendee to claim compensation or damages against the Society.

#### **7. VENDOR AND BUYER TERMS**

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- 7.1 The Vendor warrants to the Buyer and the Society:
- (a) any description of the Lot is accurate and complete and not misleading or deceptive in all material respects (including, without limiting the foregoing, descriptions in relation to pedigree);
  - (b) all photos or videos of the relevant Lot depict the Lot that is actually listed for sale, and are not misleading or deceptive, and reflect the condition of the Lot at the time of sale;
  - (c) the Lot is suitable for transportation;
  - (d) the sale of the Lot is in accordance with any applicable laws;

- (e) all warranties included in the Annexure and any other document that forms a part of these Terms and Conditions;
- (f) the Lot is not a Disqualified Lot;
- (g) the Vendor has clear title to the Lot;
- (h) the Vendor has full authority to sell and/or deal with the Lot; and
- (i) there are no undisclosed Security Interests over the Lot and on transfer of title to the Lot in accordance with these Terms and Conditions, the Buyer will be entitled to quiet possession of the Lot,  
  
at the time of delivery of a Lot.

7.2 If the Buyer is a consumer within the meaning of that term in the Australian Consumer Law, the Vendor makes each guarantee required as a provider to a consumer under the Australian Consumer Law but only to the extent required by the nature of the Buyer.

7.3 The Buyer warrants to the Vendor and the Society:

- (a) all warranties included in the Annexure and any other document that forms a part of these Terms and Conditions;
- (b) it has full authority to purchase the Lot; and
- (c) has the immediately available financial resources available to purchase any Lot for which it is the Buyer.

## **8. CLAIMS UPON THE SOCIETY**

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- 8.1 To the maximum extent permitted by law, the Society is not liable to any Bidder, Buyer, Vendor or Attendee (**Indemnifying Party**) and each Indemnifying Party severally agrees to release and hold harmless the Society from and against all Claims and for any loss, injury, death or damage arising (directly or indirectly) which may be brought by the Indemnifying Party or their estate arising out of or connected in anyway with:
- (a) the conduct of any Society Sponsored Sale;
  - (b) any attendance at a Society Sponsored Sale;
  - (c) the content of any Lot description; and
  - (d) any Excluded Loss.
- 8.2 Without limiting any other provisions of this clause 8, the maximum aggregate liability of the Society to the Attendee for any Claim (or series or connected Claims) under or in connection with these Terms and Conditions howsoever arising shall be limited to the price received by the Society in respect of the nomination fee paid for the Lot.
- 8.3 The Society assumes no liability to an Attendee in relation to any damage or injury, whether by disease, accident or otherwise, suffered by any person or Lot for the period that the Lot is held (or remains) at the Society Sponsored Sale venue.

- 8.4 If any Attendee brings to the Society Sponsored Sale any Lot which is dangerous, or infected with any disease, that Attendee shall be liable for all injury, damages, costs, losses or expenses sustained by the Society or other Attendees as a result of the Attendee's conduct.
- 8.5 The Vendor indemnifies the Society in respect of and will pay to the Society on demand all loss, damage, costs and expenses incurred or suffered by the Society, together with any Claims, in respect of any of the Lots it is presenting for sale, except to the extent caused by the negligence of the Society.
- 8.6 Each Attendee undertakes to comply in all respects with these Terms and Conditions and indemnifies the Society on demand for all loss, damage, costs and expenses incurred or suffered by the Society, together with any Claims, in respect of any breach of these Terms and Conditions by that Attendee (including in respect of any Annexure).

## **9. TRUST AND TRUSTEES**

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Where the Attendee enters into these Terms and Conditions as a trustee, the Attendee warrants that it has the full power and authority to enter into these Terms and Conditions on behalf of the trust and that it shall be bound by these Terms and Conditions both personally and as trustee, irrespective of whether or not it discloses to the Society that it is a trustee.

## **10. PERSONAL PROPERTY SECURITIES ACT**

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The Society provides no warranty regarding clear title to goods purchased through at the Society Sponsored Sale. The Attendee is responsible for conducting searches of the Personal Property Securities Register to ascertain whether any security interests affect any Lot prior to purchase.

## **11. NOTICE**

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- 11.1 All notices given under these Terms and Conditions must be in writing and may be delivered in person or by mail or by the medium specified in the address for service stated on the order.
- 11.2 A party may change its particulars for service by notice in writing to the other parties.
- 11.3 A notice sent by post will be deemed:
- (a) given on the day it is posted; and
  - (b) received six days after posting.
- 11.4 A notice sent by email will be deemed received at the time and on the date that it is sent, unless the sender receives notification that the delivery of the email was unsuccessful, in which case the email will not be deemed to have been received.
- 11.5 For the purposes of clause 11.4, 'delivery' of an email means the time that an email reaches the recipient's server.

## **12. INTELLECTUAL PROPERTY**

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- 12.1 These Terms and Conditions do not confer on the Attendee any license to the Intellectual Property Rights of the Society.
- 12.2 All Pre-existing IP Rights remain the sole property of the owner.
- 12.3 The Vendor grants the Society a non-exclusive, royalty-free, non-transferable licence to use the Pre-existing IP Rights owned by it for any purpose in connection with the Society Sponsored Sale.
- 12.4 The Society grants the Vendor a non-exclusive, royalty-free, non-transferable licence to use the Pre-existing IP Rights owned by the Society solely in relation to advertising a Lot in connection with a Society Sponsored Sale.

## **13. GENERAL**

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### **Variation**

- 13.1 No amendment or variation to these Terms and Conditions has force unless it is in writing and signed by the parties.

### **Joint and Several**

- 13.2 An obligation of two or more persons under these Terms and Conditions binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of these Terms and Conditions will take effect for the benefit of those persons jointly and severally.

### **Entire Agreement**

- 13.3 These Terms and Conditions govern the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings between the Attendee and the Society.

### **Governing Laws**

- 13.4 Unless varied by notice in writing by the Society, these Terms and Conditions shall be governed by and construed in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the courts in Queensland.
- 13.5 The parties agree that proceedings may be commenced in any Court in Queensland and consent to that Court having jurisdiction by virtue of clause 13.4 even though the Court would not otherwise have such jurisdiction without this consent.

### **Waiver**

- 13.6 Any failure by the Society to insist upon strict performance of any terms and/or conditions herein shall not be deemed a waiver thereof of any right that the Society may have and shall not be deemed to be a waiver of any subsequent breach of any terms and/or conditions.

### **Severance**

- 13.7 In the event that the whole or any part or parts of any provisions in these Terms and Conditions should be held to be void or unenforceable in whole or in part such provision or part thereof shall to that extent be severed from these Terms and Conditions but the validity and enforceability of the remainder of these Terms and Conditions shall not be affected.

## **14. ANNEXURE(S)**

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Annexure A – Conditions of Entry Bul Sales

Annexure B – Conditions of Entry Female Sale



## Droughtmaster Australia Sponsored Sales Annexure B - Conditions of Entry Female Sales

### 1. General

- 1.1. To be eligible to nominate and sell at Society Sponsored Sales, a vendor must be a fully Financial Stud (Full) or Junior member of Droughtmaster Australia with no overdue debts (outside the normal trading terms) owed to the Society.
- 1.2. Nomination fees for all cattle must accompany the nomination forms. Nomination fees are non-refundable on the close of nominations. However, if after taking into account market conditions, it is the opinion of the Sale Committee that too many animals have been nominated vendors will be invited to review their draft and will receive a full refund of nomination fees for animals withdrawn by a specified date, further restrictions may be implemented if required by the Sale Committee in consultation with the Board
- 1.3. The Sale will be conducted in three (3) sections in the following order:
  1. Cow & Calves up to 72 months of age at sale date
  2. Joined – 15 months to 32 months of age at sale date.
  3. Unjoined Heifers – 12 to 24 months of age at sale date.
- 1.4. All cattle nominated for sale must be vendor bred.
- 1.5. All females must be registered D3's, D4's or D5's and will move to a three scale system:-
  1. Registered with full Parental verification by DNA.
  2. Registered with Sire or Dam verification by DNA
  3. Registered will full pedigree displayed (no DNA verification)

All animals to be sold in the Society sponsored sales as 'Registered', that are born after 1 April 2021 will carry at least Sire verification by DNA.

- 1.6. All animals nominated for Society Sponsored Sales must be registered prior to the time of nomination.
- 1.7. All registered animals will be automatically transferred to the purchaser at no additional cost to the vendor.
- 1.8. Only polled, scurred or dehorned stock may be sold at Society Sponsored Sales.
- 1.9. Animals cannot be nominated for more than one sale at the same time.

### 2. Documents

- 2.1. It is no longer mandatory for vendors to provide a copy of the pedigree confirmation with the nomination form. However, you may, print a copy of the Pedigree Confirmation from the ABRI website to accompany your nomination form. This will be appreciated by the office staff. However, in the absence of a pedigree confirmation it is absolutely crucial that the correct Ident No. is entered on the Nomination Form so that the registration status of the female can be verified by the Society prior to the catalogue being printed. As a cross check the Schedule of Nominations has been amended to include the name as well as the Ident NO. of the animal.
- 2.2. The Veterinary Pregnancy Certificate completed within 21 days of the sale date stating the pregnancy status of females must be emailed or posted to the Society to arrive before close of business as per the closing dates.
- 2.3. Any animal whose pregnancy certificate has not reached the office as per the closing dates cannot be offered for sale.
3. You must register your cattle prior to submitting your Nomination Forms – failure to do so will disqualify your cattle from the sale.
4. The Board reserves the right to alter or delete rules at its discretion within reason.
5. Pregnancy
  - 5.1. All females 24 months of age or older (as at sale date) must have a positive pregnancy test being a minimum 6 weeks at sale date to a registered Droughtmaster bull, unless they have a calf at foot being less than 5 months old at sale date.
6. Tick Treatments
  - 6.1. All animals from "ticky areas" offered for sale must have undertaken pre-sale tick treatments to guarantee clearance for movement to clean country within 48 hours of completion of the sale, with a clean scratch and dip. The treatments must be listed on the National Vendor Declaration Form and the Cattle Tick Preliminary Treatment Declaration Form.
  - 6.2. Any cattle from "ticky areas", arriving at the Sale without pre-sale tick treatments listed on their National Vendor Declarations and Cattle Tick Preliminary Treatment Declaration Form and/or having visible signs of live ticks, cannot be offered for sale.
  - 6.3. It is the vendor's responsibility to investigate and determine which tick treatment procedure will ensure their animals will be clear of ticks and pass the post-sale inspection (scratching) by an Accredited Certifier.
  - 6.4. Vendors warrant to purchasers from 'clean' areas that the cattle sold are tick free and will clear the QLD tick inspection line on their first presentation provided that presentation takes place within 48 hours of completion of the sale. Vendors agree to indemnify their purchasers in respect of any of the purchasers' costs or expenses arising directly out of a breach of this vendor's warranty, but the indemnity is limited to the costs of:
    - a) Holding and re-inspection of the particular animals which fail to clear the tick line; and
    - b) The holding and re-inspection of all the animals in the same consignment as those that fail to clear the line, irrespective of whether any of those other animals;
      - i. Are purchased from a different Vendor; and

- ii. Include any one or more animals that have also failed to clear the tick inspection line on their first presentation; until all the animals in the same consignment clear the line.
- 7. Compulsory Vaccinations all stock must have:
  - 7.1. Been vaccinated with Trivalent (3 germ) tick fever vaccine at least 60 days prior to sale date.
  - 7.2. Been vaccinated with 5-in-1 and Lepto or 7-in-1.
  - 7.3. Been vaccinated for 3 day
- 8. If an animal has had an injury, illness or defect or has undergone treatment (excepting tick treatments) within 14 days of sale, a Health Treatment Declaration must accompany that animal. The original should be handed to the Duty Agent and a copy attached to the pen, and the animals condition be explained at the time of selling from the Auctioneers box.
- 9. Dentition
  - 9.1. All animals must be mouthed by a Veterinarian and the dentition details forwarded (along with the Pregnancy Test Certificate) to the Society\* no later than the Thursday preceding the sale as per the Closing Dates.
  - 9.2. Animals must be withdrawn from sale if:
    - a) In the case of an animal under 19 months (\*580 days) of age on the day of examination by the Veterinarian it has or has evidence of having had, a permanent tooth or teeth.
    - b) In the case of an animal under 25 months (\*763 days) of age on the day of examination by the Veterinarian it has or has evidence of having had, more than two (2) permanent teeth.
    - c) In the case of an animal under 30 months (\*915 days) of age on the day of examination by the Veterinarian it has or has evidence
- 10. Embryos
  - 10.1. Vendor retention of embryos and their future use must be declared on the Nomination Forms and in the sales catalogue, otherwise the resultant progeny will be ineligible for registration with the Society by the vendor or subsequent buyers of the embryos.
- 11. Draw and Cataloguing
  - 11.1. The draw is conducted by drawing agents first, followed by vendors within agents. Where one agent(s) catalogues more than 100 head in one section (cow & calf, joined, unjoined etc) then each agent's draft will be split in half and sold in alternating order
  - 11.2. Where a vendor catalogues more than 10 females with one agent the draft must be split so no run will be more than 10 head.
  - 11.3. All stock offered for sale must be catalogued and will be sold in that order. Substitute lots will not be offered in the event of withdrawals after the close of nominations.
- 12. All Breedplan data relating to the sale animals must be submitted prior to nomination. All Breedplan members must comply with the Droughtmaster Breedplan Code of Practice.
- 13. Procedures
  - 13.1. Prior to penning at the saleyards all stock must have been paint branded with their designated lot number and carry the supplied Droughtmaster lot number eartag in the near-side ear.
  - 13.2. Any offers by vendors of free semen must be noted in the catalogue.
  - 13.3. Withdrawal of any lot or lots must be notified to the Society by 2pm on the Thursday preceding the sale.
  - 13.4. All stock must enter the saleyards complex no later than 4pm on the day preceding the sale, and on sale day be in their allocated pens available for buyer inspection at least two (2) hours prior to the nominated time for commencement of selling, and remain in their allocated pens until removed by yardmen and taken to the sale ring.
- 14. NLIS -All cattle must comply with NLIS regulations.
- 15. Rebates
 

An Outside Agent Rebate of 2% will be paid to approved outside agents. The rebate will be charged to vendors on a pro rata basis on all lots sold.

Approved outside agents:

  - a) Must nominate proposed buyers in writing to the Society 48 hours prior to commencement of the Sale.
  - b) Society members are not eligible for introduction.
  - c) Payment for purchases must be received within seven (7) days of Sale.
  - d) Branches & franchises of Selling Agents are excluded.

The outside agent must notify Droughtmaster Australia no more than two (2) working days after the sale of the lot numbers and price paid for each nominated buyer to be eligible for the rebate.

Bulk Buyers Rebate of \$50/lot for QLD buyers of more than eight (8) lots. All other states are entitled to a rebate of \$75/lot of eight (8) or more lots.
- 16. Insurance is the responsibility of the vendor and purchaser.
- 17. Children under the age of 14 must be accompanied by an adult at all times whilst in the saleyards area and are NOT permitted in the sale ring or any working area. The Droughtmaster Stud Breeders' Society Ltd and the Saleyard Board will not be responsible for any injury inflicted through non-compliance with this order.
- 18. Participating Agents are Elders, GDL/SBB & Nutrien.
- 19. DNA testing is not compulsory however for results to be included in the catalogue the results must be submitted to the Droughtmaster office prior to close of nominations or with the nomination forms.
- 20. COWS AND CALVES
 

Females nominated in the cow & calf section must have calf at foot at sale date.

A cow must have had her first calf by 36 months of age and be a maximum 72 months at sale date.

All calves at foot must be sired by a registered Droughtmaster bull and be suitable and eligible for registration.

  - i. The vendor of a multi sired calf at foot should supply a DNA profile of the joining bulls;
- 21. Calves over three (3) months or 100kg at sale date must be branded and registered.



- i. All calves will also be identified under a three scale system:-
    1. Registered with full Parental verification by DNA.
    2. Registered with Sire or Dam verification by DNA
    3. Registered will full pedigree displayed (no DNA verification)  
Compulsory DNA testing is not yet mandatory.
  - c) All cows must have a positive pregnancy test being a minimum six (6) weeks at sale date to a registered Droughtmaster bull, unless they have a calf at foot being less than five (5) months old at sale date.
  - d) Cows and calves must have matching ear tags.
  - e) AI Calves - Where a vendor sells calves conceived by AI and subject to a breeder Right to Register fee, that fee must accompany the nomination fee paid to the Society to allow registration at no cost to the purchaser.
21. JOINED FEMALES  
The age range is 15 – 32 months at sale date.  
Females nominated as “Joined” which return a negative pregnancy diagnosis are not eligible to be sold at the sale.  
Females in this section may be joined prior to 15 months of age at sale date.  
Females running with multiple sires are not eligible for sale.  
Females which have been joined to sires without a 28 day interval between sire mating cannot be offered for sale.
22. UNJOINED FEMALES  
The age range is 12 – 24 months at sale date.  
Unjoined females must have a negative pregnancy test result  
Any “Unjoined” females returning a positive pregnancy test must be withdrawn from Sale.  
Should the purchaser of an unjoined female prove through a pregnancy diagnosis (by a qualified vet) within six weeks of the sale, that the animal is more than six weeks in calf, then the purchaser has the right to annul the sale and have the animal returned to the vendor (at vendors expense) for a full refund, provided the purchaser and the vendor cannot negotiate a mutually agreeable settlement.
23. All females must have ALL their calving records listed in the sale catalogue.
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