

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 Society Sponsored Sale. These terms and conditions incorporate:

- a) any documents in the Annexure;
 - b) the Rules and Regulations;
 - c) the below terms and conditions;
 - d) the ALPA Terms and Conditions;
 - e) the Society Sponsored Sale venue rules and regulations; and
 - f) any other relevant terms and conditions and rules and regulations which are required by the operator of the Society Sponsored Sale venue or the Auctioneer or that are notified to the Attendee by the Society from time to time,
- (together, the **Terms and Conditions**).

1. DEFINITIONS AND INTERPRETATION

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

Term	Meaning
ALPA	Australian Livestock & Property Agents Association Ltd
Attendee	an attendee of a Society Sponsored Sale, including Bidders, Buyers and Vendors
Auctioneer	the auctioneer authorised by the Vendor and endorsed by the Society to auction Lots on behalf of the Vendor

Term	Meaning
Auctioneer Terms	the terms and conditions proposed by the Auctioneer that are binding on the Buyer and Vendor concerning the sale of any Lot, which have been approved by the Society prior to the auction of any Lot (such approval not to be unreasonably withheld)
Australian Consumer Law	refers to the consumer law contained in Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth)
Bidder	a bidder on a Lot at an auction
Buyer	the meaning given in clause 3.2
Claim	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 a person, however arising and whether ascertained or unascertained, or immediate, future or contingent
DAF	Queensland Department of Agriculture and Fisheries
Disqualified Lot	a Lot that is disqualified or not eligible for sale at a Society Sponsored Sale pursuant to the Rules and Regulations
Eligible Member	members of the Society approved by the Society to sell Lots at a Society Sponsored Sale as outlined in the Rules and Regulations
Excluded Loss	means: <ol style="list-style-type: none">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;b) exemplary or punitive damages; orc) any loss or damage arising from special circumstances that are outside the ordinary course of things
Intellectual Property Rights	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

Term	Meaning	
	subject of any lapsed application or registration	(c) 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;
Junior Member	a "Junior Member" of the Society pursuant to the Rules and Regulations	(d) references to any document (including these Terms and Conditions) include references to the document as amended, consolidated, supplemented, novated or replaced;
Lot	any stock available for purchase at a Society Sponsored Sale and which has been included in the sales catalogue produced by the Society	(e) 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;
Nomination Form	the nomination form made available to Eligible Members to nominate lots for sale in a Society Sponsored Sale	(f) any Annexures form part of these Terms and Conditions; and
Personal Property Securities Register	the Personal Property Securities Register established under the <i>Personal Property Securities Act 2009</i> (Cth)	(g) headings are included for convenience only and do not affect interpretation of these Terms and Conditions.
Pre-existing IP Rights	Intellectual Property Rights in all materials owned by the Attendee or Society independent of these Terms and Conditions	
Related Body Corporate	has the same meaning as in the <i>Corporations Act 2001</i> (Cth)	
Reserve Price	the Vendor nominated reserve price	
Rules and Regulations	the Rules and Regulations of the Society made available on the Website from time to time	
Security Interests	has the same meaning as in the <i>Personal Property Securities Act 2009</i> (Cth)	
Society	Droughtmaster Stud Breeders' Society Limited ACN 010 129 683 and its Related Body Corporate, employees, volunteers and agents	
Society Sponsored Sale	an auction sale convened by the Society	
Upset Price	the predetermined and applicable base market price for a particular Sale	
Vendor	the owner of the Lot or the person authorising the Auctioneer to sell that Lot on the owner's behalf	
Website	the website of the Society at https://www.droughtmaster.com.au/	
1.2	In these Terms and Conditions:	
(a)	words importing the singular include the plural and vice versa;	
(b)	where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;	
		2. GENERAL
		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 persons attending a Society Sponsored Sale shall be deemed to have notice of these Terms and Conditions.
		2.2 Subject to clause 2.6:
		(a) 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;
		(b) 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; and
		(c) 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.
		2.6 If Auctioneer Terms apply to the auction of any Lot at a Society Sponsored Sale, the Auctioneer Terms shall apply to the Buyer and Vendor in respect of the sale of that Lot to the extent of any inconsistency between these Terms and

- Conditions and the Auctioneer Terms regarding clauses 3, 4 and 5 only.
- 2.7 The Society reserves the right to exclude any person from an auction or the auction venue at its absolute discretion.
- 2.8 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
 - (ii) have no outstanding debts to the Society.
- 2.9 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. CONDITIONS OF SALE BY AUCTION**
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- 3.1 Prior to the auction, an Attendee must register with the Auctioneer (in the case of Vendors and Bidders) 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 The Auctioneer acts as agent for the Vendor.
- 3.4 In any auction or sales event at a Society Sponsored Sale, the highest approved Bidder shall be the Buyer of a Lot subject to:
- (a) any Reserve 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 Auctioneer.
- 3.5 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.
- 3.6 A successful Bidder at a Society Sponsored Sale must give to the Auctioneer immediately after the fall of the hammer:
- (a) the Buyer's name; or
 - (b) the bid card number which identifies the Buyer; or
 - (c) the name of the Buyer on whose behalf the successful bid was made; and
 - (d) the Property Identification Code (known as the "PIC") of destination.
- 3.7 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 DAF 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 Society Sponsored Sale.
- 3.8 For the avoidance of doubt:
- (a) the Society offers no warranty regarding the accuracy of any test results or information 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 3.7.
- 3.9 The Auctioneer reserve its rights:
- (a) to remove or disallow any Vendor from selling any Lot if the Auctioneer determines (in its 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 Reserve 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 Auctioneer's absolute discretion; and
 - (d) subject to clause 3.5, 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).
- 3.10 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.
- 3.11 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.
- 3.12 A Vendor may not:
- (a) sell a Disqualified Lot; or
 - (b) remove a Lot during the auction without first informing the Society and the Auctioneer.
- 3.13 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 and the Auctioneer 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.

3.14 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.

3.15 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

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.

5. TITLE

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, feeding, yard fees and associated charges for Lots not removed on the day of the Society Sponsored Sale.

5.2 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

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 or supplementary material 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

7.1 The Vendor warrants to the Buyer and the Society:

- (a) that to the extent possible, any description of the Lot is materially accurate and complete and not misleading or deceptive having regard to genetic, scientific and laboratory inaccuracies and third-party administrative errors and omissions;
- (b) all photos or videos of the relevant Lot depict the Lot that is actually listed for sale, and are not misleading or deceptive;
- (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 possession of the Lot, at the time of delivery of a Lot.

7.2 The Vendor will guarantee the fertility of the Lot, and warrants to the Buyer and the Society:

- (a) a bull, with the exception of a bull calf at foot, is a guaranteed breeder and will so prove within six months of the date of the Sale, or by reaching the age of 30 months, whichever date shall be later.
- (b) a female, with the exception of a female calf at foot, will conceive a pregnancy within 6 months of the date of Sale, or by the age of 30 months, whichever date shall be later.

A claim made under this guarantee of fertility, must be made to the Vendor within six months of the date of purchase, or prior to the animal entering a quarantine area other than on the Vendor's property.

7.3 The Vendor warrants to the Buyer of a joined female, that the pedigree of the resultant calf is as stated in the catalogue.

7.4 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.

- 7.5 The Buyer warrants to the Vendor and the Society:
- (a) that it will, to the extent practical, undertake its own inquiry as to the accuracy of the description of the Lot, acknowledging that genetic, scientific and laboratory inaccuracies and third-party administrative errors and omissions of any description with regard to a Lot can occur which are outside of the knowledge or control of the Vendor;
 - (b) all warranties included in the Annexure and any other document that forms a part of these Terms and Conditions;
 - (c) it has full authority to purchase the Lot; and
 - (d) it has the immediately available financial resources to purchase any Lot for which it is the Buyer.

8. CLAIMS UPON THE SOCIETY

- 8.1 At no point does the Society have control or custody of a Lot. 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.
- 8.2 The Attendee acknowledges and agrees that it attends a Society Sponsored Sale entirely at its own risk.
- 8.3 To the maximum extent permitted by law (except to the extent caused by the negligence of the Society), the Society will not be liable to the Attendee:
- (a) for any damage to, or injury suffered by, the Attendee, whether by accident, illness, disease or otherwise, while attending, or as a consequence of attending, a Society Sponsored Sale; or
 - (b) for any damage to, or injury suffered by, a Lot, whether by accident, illness, disease or otherwise, while the Lot is held or remains at the Society Sponsored Sale venue, or as a consequence of the Lot being held or remaining at the Society Sponsored Sale venue.
- 8.4 To the maximum extent permitted by law, the Society will not be liable to the Attendee
- (a) 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 and no such error, misdescription or omission shall entitle the Attendee to claim compensation or damages against the Society; or
 - (b) for any Excluded Loss.
- 8.5 To the maximum extent permitted by law, the Society will not be liable to the Attendee, or the Attendee's executors, administrators, successors in title or assigns, for any loss, injury, death or damage, except to the extent that loss, injury, death or damage is caused by the negligence of the Society, arising (directly or indirectly) out of or in connection with:
- (a) the conduct of any Society Sponsored Sale;
 - (b) any attendance at a Society Sponsored Sale; and
 - (c) the content of any Lot description.
- 8.6 Without limiting any other provisions of this clause 8, the maximum aggregate liability of the Society to the Attendee for any Claim (or series of 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.
- 8.7 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.
- 8.8 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.
- 8.9 The Vendor acknowledges and agrees that it is responsible for its own public liability insurance and that it must have public liability insurance for a minimum cover of \$20,000,000 to be eligible to nominate and sell Lots at a Society Sponsored Sale.
- 8.10 The Vendor must submit to the Society, at the time the Lots are nominated for the Society Sponsored Sale, a certificate of currency for the public liability insurance required under clause 8.9. The certificate of currency must note the 'Droughtmaster Stud Breeders' Society Limited' as an interested party.
- 8.11 The 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).
- 8.12 Any liability of the Vendor to the Society under this clause 8 is reduced to the extent that the Society caused or contributed to the loss or liability through its own negligent act or omission, wilful misconduct or breach of these Terms and Conditions.
- 8.13 Nothing in this clause 8 restricts or limits the Society's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under an indemnity.

9. TRUST AND TRUSTEES

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

The Society provides no warranty regarding clear title to goods purchased through a 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

- 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 notified by each party to the other.
- 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

- 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

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)

[To include the Droughtmaster Australia Sponsored Sales Conditions of Entry Bull Sales]



Droughtmaster Australia Sponsored Sales

Annexure A - Conditions of Entry Bull Sales

These Sale Conditions of Entry incorporate mandatory sale conditions, relevant Rules and Regulations and Droughtmaster policies as they each relate to Society Sponsored Sales.

1. General

- 1.1. To be eligible to nominate and sell at Society Sponsored Sales, a Vendor must be a fully Financial Stud or Junior member of the Society and, as at the date of the Sale must not have any outstanding debts that are owed to the Society, that are outside normal trading terms. (R 10.1)
- 1.2. Nomination fees for sales are outlined on the Number Nomination and Pedigree Nomination forms.
- 1.3. To be a valid entry for a Society Sponsored Sale, all documents must be submitted by the date specified on the nomination form (or other documents in which dates are specified). (R10.4)
- 1.4. Late nominations will be accepted at the Society's absolute and unfettered discretion.
- 1.5. Fees to be paid are outlined on the Number Nomination and Pedigree Nominations forms.
- 1.6. Pedigree nominations will not be accepted without number nominations being previously accepted.
- 1.7. The maximum age at which a bull can be offered for sale at a Society Sponsored Sale is 42 months. (R 10.17)
- 1.8. All bulls offered for sale must be Vendor bred. The only exception being if the animal was a "calf at foot" purchased with its dam at a genuine dispersal or reduction sale, or purchased at a genuine public auction and was not, at the time of purchase, registered or branded. (R 10.9(a))
- 1.9. The applicant will complete such other forms as the Society may require.
- 1.10. Only polled, scurred or properly dehorned stock may be sold at Society Sponsored Sales. (R10.8)
- 1.11. All Cattle must comply with National Livestock Identification System ('NLIS') regulations.
- 1.12. Animals must not be nominated for more than one auction sale at the same time. (10.15)
- 1.13. All insurances are the responsibility of the Vendor and Buyer.
- 1.14. Participating agents are Elders, Nutrien, SBB/GDL. The vendor draw is conducted manually by drawing agents first followed by an electronic draw for Vendors within agents.
- 1.15. Semen Retention: Any straws of semen retained by the Vendor when selling a bull at at Society Sponsored Sale, are limited to in-herd use and and must be noted in the sale catalogue or the sale supplementary sheed and described as a percentage share of ownership that is retained by the Vendor. (R 10.31)
- 1.16. Use of the bull in natural mating prior to the sale must be noted in the sale catalogue or the sale supplementary sheet. (R 10.32)
- 1.17. The resulting progeny of retained straws of semen or use of a bull for natural mating prior to the sale, will not be eligible for registration if notificantions (set out above) have not been provided. Verbal notification is not sufficient. (R10.33)
- 1.18. Breedplan: all information pertaining to Breedplan EBV's must be submitted prior to monthly interim close off dates to be included the catalogue. All Breedplan members must comply with the Droughtmaster Breedplan Code of Practice. (R 10.7)
- 1.19. Internet Marketing: Internet Bidding and Live streaming will be utilised at all Society Sponsored sales. Vendors must provide, by the date specified, photographs and/or videos (maximum length of 30 seconds) of 75% of the Vendor's draft that will be offered at the sale. The Society reserves the right to reject any media from inclusion in the internet marketing, sale catalogues or other marketing at its absolute discretion. (R 10.5)
- 1.20. Withdrawals: notice of withdrawal of any lot or lots must be provided in writing to the Society at least 48 hours prior to the sale.
- 1.21. The use of hormones, tranquilisers or other substances to mask the temperament of an animal, or any form of cosmetic or corrective surgery, other than normal hoof trimming and treatment of injuries or disease is prohibited. (R 10.12)
- 1.22. Any veterinary treatment or surgery for injury or disease that changes the appearance of an animal, must be disclosed to the Society prior to sale, and be accompanied by a veterinary certificate. The veterinary certificate must be provided to the selling agent and a copy must be displayed on the pen housing the the animal at the sale and be made available to each prospective Buyer. (R 10.13)
- 1.23. Vendors are to comply with all relevant workplace health and safety requirements, Head Terms and Conditions, Auctioneer terms and conditions and any other applicable law or policy.
- 1.24. The Society reserves the right to alter or delete these conditions of entry at its discretion.

2. Vendor's Guarantees of Fertility

- 2.1. A Vendor will guarantee the fertility of a Lot, and warrants to the Buyer and the Society that a bull, with the exception of a bull calf at foot, is a guaranteed breeder and will so prove within six months of the date of the Sale, or by reaching the age of 30 months whichever date shall be later. (T&C 7.2(a))

- 2.2. A claim made under this guarantee of fertility must be made to the Vendor within 6 months of the date of purchase or prior to the animal entering a quarantine area other than on the Vendor's property. (T&C 7.2)
- 2.3. Claims made under this guarantee of fertility must be accompanied by a veterinary certificate which must clearly identify the basis of the claim.
- 2.4. Infertility resulting from injury or disease occurring after the sale of the animal shall not be covered by this guarantee.
- 2.5. The Vendor retains the right to have the animal placed on a property nominated by them or returned to the Vendor's own property for further assessment of fertility for a period not exceeding 6 months. In the event of the animal being proven fertile within the period, the costs incurred shall be borne by the Buyer. In the event of the animal not being proven fertile within the period the costs incurred shall be borne by the Vendor.
- 2.6. Except for costs defined elsewhere in the Conditions of Sale, the liability of a Vendor in respect of claims relating to fertility shall not exceed the purchase price of the animal/s or provide mutually agreed upon replacement animals.
- 2.7. In the event of a claim being substantiated and the purchase price being refunded, the animal/s, and any semen of the animal/s that may be stored, shall automatically become the property of the Vendor and be returned to them or disposed of according to their instructions at their expense.
- 2.8. This fertility guarantee will be voided if the animal is returned to the Vendor:
 - a) in poor physical condition or with any injury.
 - b) tests carried out on behalf of the Vendor within 14 days of return provide positive to any diseases which may affect the animal's fertility or ability to breed naturally.
- 2.9. The Society shall have no obligation to enforce or assist any party in relation to the Vendor's guarantee of fertility.

3. Registered and Herd Bull Classifications

- 3.1. All animals to be offered for sale in Society sponsored sales as 'Registered', that are born after 1 April 2022, must carry at least sire verification by DNA.
- 3.2. All animals offered for sale must be DNA profiled and tested for Pompes E7 gene, and the results provided to the Society whereupon they will be recorded in the Herd Database and thereafter maintained by the Society. (R 10.9 (d))
- 3.3. In the case of an animal that is the progeny of multiple sire mating, the animal must be sire verified.(R 10.9(e))
- 3.4. Registered Bulls
 - 3.4.1. A Registered Bull must conform to the Standard of Excellence as set out in the Constitution (Clause 23) and the Rules and Regulations. (R 2.4(g))
 - 3.4.2. All registered animals will be automatically transferred to the Buyer at no additional cost to the Vendor.(R10.16)
 - 3.4.3. All registration of bulls for sale must be received at the Society as per the Sale Closing Dates.
 - 3.4.4. Bulls which are Calf Recorded but not fully registered cannot be nominated as Registered Bulls at the sale.
 - 3.4.5. All registered bulls must exhibit the Vendor's registered firebrand, an individual Droughtmaster identification number, and year brand consistent with quoted on the nomination form. (R10.18(a))

3.5. Herd Bulls

- 3.5.1. Herd Bulls nomination must be submitted using the Herd Bull Nomination Form. No other forms will be accepted.
- 3.5.2. A Herd Bull must conform to the Standard of Excellence as set out in the Constitution (Clause 23) and requires both parents to be Droughtmasters and at least one parent must be registered with its Identification Number quoted.(R 10/18(b))
- 3.5.3. Herd Bulls cannot be described as "Eligible for Registration" in the sale catalogue or include any other misleading or deceptive description.
- 3.5.4. All Herd bulls must exhibit the Vendor's registered and an individual identification number consistent with that quoted on the nomination form.(R 10.18(b))

4. Preferred Number Nominations

- 4.1. Restrictions may be imposed should the Preferred Number Nominations be exceeded.
- 4.2. The Number Nomination fee as outlined on the Number Nomination form must be forwarded with the Number Nomination. Number Nomination fees are non-refundable unless a Vendor's nominated numbers are reduced by the Society under the Allocation System provided at Appendix 1 and Appendix 2. The balance of the fees are payable at the time of lodging the Pedigree Nomination form; the second payment is refundable, if withdrawn prior to draw.
- 4.3. Voluntary Withdrawals will only be offered should the Preferred Number Nominations be exceeded.
- 4.4. The amount of Droughtmaster National Sale Preferred Number Nominations will be the number determined by the Society from time to time. If this number is exceeded, the Board may implement the Sale Allocation System, details of which are outlined in the attached Appendix 1.
- 4.5. The amount of Roma Droughtmasters Bull Sale Preferred Number Nomination will be the number determined by the Society from time to time. If this number is exceeded, the Board may implement the Sale Allocation System, details of which are outlined in the attached Appendix 2.

5. Ultrasound Scanning

5.1. Droughtmaster National Sale

Ultrasound scanning must be carried out by an Accredited Performance Beef Breeds Association (PBBA) scanner. The scanning results must be provided to the Society by the date specified in the closing dates. Only results provided by a PBBA accredited scanner can be displayed on the pen housing the animal, and recorded in the supplementary sheet. (R10.23) Scanning must be done on property unless the Vendor has notified the Society of "exceptional circumstances" (e.g. extreme distance) and the exceptional circumstance has been accepted by the Society. The Society may decline an application for exceptional circumstances at its absolute discretion.

5.2. Roma Droughtmaster Bull Sale

Ultrasound scanning must be carried out by an Accredited Performance Beef Breeds Association (PBBA) scanner. The scanning results must be provided to the Society by the date specified in the closing dates. Only results provided by a PBBA accredited scanner can be displayed on the pen housing the animal, and recorded in the supplementary sheet. (R10.23) If bulls are scanned on property, the results must be provided to the Society as outlined in the closing dates.

6. Health Requirements

6.1. Health Treatment Declaration: If an animal has suffered an injury or illness or has undergone treatment (excluding tick treatments) within 28 days of sale, a Health Treatment Declaration must accompany that animal. The original Declaration must be provided to the selling agent and a copy must be displayed on the pen housing the animal and be made available to each prospective Buyer. (R 10.14)

7. Compulsory Vaccinations:

7.1. Trivalent (3 germ blood) Tick Fever Vaccine – at least 60 days prior to sale date.

7.2. 5 in 1 or 7 in 1 Vaccine.

7.3. Ephemeral Fever (3 day) Vaccine

8. Tick Treatments

8.1. Droughtmaster National Sale

8.1.1. To allow all animals to be cleared into tick free country immediately following the sale, all sale lots must undergo a DPI Approved Tick Treatment prior to the sale and be presented tick free at the saleyards. The treatment must be certified on the National Vendor Declaration Form and the Department of Agriculture and Fisheries Preliminary Treatment Declaration Form.

8.1.2. Sale lots originating from the Queensland and NSW tick free areas can be cleared to return to tick free areas without any pre-treatment if they are moved within seven days of arrival at the saleyards.

8.2. Roma Droughtmasters Bull Sale

8.2.1. Roma Saleyards is situated in a Tick Free area. Vendors from the Tick Infested areas of QLD and NSW should check with the Department of Agriculture and Fisheries website to ensure all current procedures for clearance of cattle into Free areas are being met and that a suitable product for clearance is being used.

8.3. The Vendor must reimburse the Buyer of any reasonable costs incurred by the Buyer due to the Vendor's non-compliance with this clause 8 or any other breach of the Head Terms and Conditions regarding tick treatments.

9. JBAS

9.1. It is the Vendor's responsibility to notify the Society of their JBAS score (at time of sale) where asked on the nomination form.

9.2. The scores will be listed as one of the four following JBAS scores, at time of sale:

1. JBAS 8 – Vendors must bring copies of their sample test results (200-300 samples) which are conducted annually and Biosecurity Plan which is updated annually, should these documents be required.

2. JBAS 7 - Vendors must bring copies of their check test results (50 samples) which are conducted every three years, and Biosecurity Plan which is updated annually, should they be required.

3. JBAS 6 – Vendors must bring a copy of their Biosecurity Plan which is updated annually, should it be required.

Vendors who wish to list their JBAS score in the comments section of their lots in the printed sale catalogue or the supplementary sheet must list their JBAS score on the nomination form. If this section of the nomination form is not filled in, then the catalogue and supplementary sheet will be left blank.

10. A National Cattle Health Declaration must be taken to the saleyards by all Vendors and provided to the agent.

11. Veterinary Requirements

11.1. ACV Bull Soundness Evaluation

- 11.1.1. All bulls offered for sale must undergo and pass the ACV Bull Soundness Evaluation for semen, scrotum and physical and examination conducted by an ACV Accredited Veterinarian within 60 days of the sale. (R 10.19) A copy of the ACV Summary Certificate or Society supplied summary sheet is to be forwarded to the Society as per the closing dates. (10.21)
- 11.1.2. The Morphology and Serving Capacity sections of the ACV Soundness Evaluation are optional however, if these areas are evaluated, the bull must pass/satisfy the criteria set down to be eligible for the sale. If Morphology is evaluated the only acceptable results are ✓, P or Q to be eligible for the sale. Bulls with a result recorded as 'NA' or 'X' are not eligible for sale. (R 10.25) If morphology and/or serving capacity is evaluated, the complete results (including abnormalities) of the morphology test must be recorded on an ACV Certificate which must be forwarded to the Society as per sale closing dates for inclusion on the sale day Supplementary Sheet and must be displayed on the sale day pen. (R 10.26)
- 11.1.3. Bulls with semen motility less than 60% (recorded by the vet as a Q or P) are not acceptable for sale unless they have a morphology test (conducted on the same sample) which returns a result of 50% or greater normal sperm (✓, P or Q). (R10.24) The results of this morphology test recorded on the ACV Certificates must be forwarded to the Society as per sale closing dates for inclusion on the sale day Supplementary Sheet and must also be displayed on the sale day pen. (R 10.26)
- 11.2. Bulls will be ineligible for sale if morphology testing has been conducted but the ACV documentation detailing the results have not been lodged with the Society as per sale closing dates. (R 10.27)
- 11.3. A Q or P are acceptable for both the Morphology and Physical sections of the ACV Soundness Evaluation.
- 11.4. The original ACV Bull Soundness Evaluation Summary Certificate, and Morphology results if applicable, must be brought to the sale and must be exhibited on the pen housing the animals. These originals must be available for inspection if requested by the Society's Representative/s. (R10.22)
- 11.5. If a bull fails any component of the ACV Bull Breeding Soundness Evaluation the bull can be retested by an ACV accredited and qualified veterinarian within 60 days of the date of sale. ALL components of any subsequent Bull Breeding Soundness Evaluation (semen, scrotal and physical) must be re-assessed at the time. (R10.20)
- 11.6. Test results other than those recorded in the original ACV Bull Breeding Soundness Certificate (including Morphology) must not be displayed on the pen housing the animal or recorded in the sale day supplementary sheet. (R10.26)

12. Minimum Scrotal Measurements

1. At 15 Months – Minimum 30 cm
2. At 18 Months – Minimum 32 cm
3. At 24 Months – Minimum 34 cm

Bulls with Scrotal sizes less than the minimum requirement set out above, and at the age specified, are not eligible to be sold. (R10.28)

13. Dentition

All bulls must be mouthed by a Veterinarian within 60 days of the sale and shall not be eligible for sale if: (R10.29)

- 13.1. In the case of an animal under 19 months (*580 days) of age on the day of examination by veterinarian, it has or has evidence of having had, a permanent tooth or teeth.
- 13.2. In the case of an animal under 25 months (*763 days) of age on the day of examination by veterinarian, it has or has evidence of having had, more than two permanent teeth.
- 13.3. In the case of an animal under 30 months (*915 days) of age on the day of examination by veterinarian, it has or has evidence of having had, more than four permanent teeth.

The veterinarian conducting the ACV Soundness Evaluation must check and record the dentition of each animal. Animals must be withdrawn from sale if they do not meet these dentition standards. (Rule 10.30)

14. Penning and Grouping of Draft

14.1. All stock offered for sale must be catalogued and will be sold in that order. Registered and Herd Bulls can be mixed within the catalogue. Substitute lots will not be offered in the event of withdrawals after the close of Pedigree Nominations

15. Droughtmaster National Sale

- 15.1. Affiliate Studs: Studs owned by immediate family members or Junior Members of the Society of that particular family may sell in a consecutive run, to a maximum of 20 bulls in any one run, as outlined in the Affiliated Studs for Sponsored Sales Guidelines.
- 15.2. The Sale will be conducted based on a single Vendor's draw within each agent's catalogue, except where a Vendor's total nominations exceed the limit of 20 bulls in one run. In which case the Vendor will have multiple draws within an agent's catalogue as required for each subsequent run of 20 bulls or part thereof.

- 15.3. If more than 10 bulls and less than 20 bulls are nominated with one agent, they may be split once to the proportion of Vendors' choice or left in one draft.
- 15.4. All stock must enter the saleyards complex no later than 4pm on the day preceding the sale. On sale day be in their allocated pens available for buyer inspection at least two hours prior to the nominated time for commencement of selling and remain in their allocated pens until moved by yardmen to the sale ring.
- 15.5. Prior to penning at the saleyards all stock must have been paint branded (high on the ribs close to the spine on both sides) with their designated lot number and carry the supplied Droughtmaster lot number ear tag in the near side ear.

16. Roma Droughtmaster Bull Sale

- 16.1. Affiliate Studs: Studs owned by immediate family members or Junior Members of the Society of that particular family may sell in a consecutive run, to a maximum of 14 bulls in any one run. as outlined in the Affiliated Studs for Sponsored Sales Guidelines.
- 16.2. The sale will be conducted based on a single Vendor draw within each agent's catalogue in accordance with Appendix 2. VendorVendor
- 16.3. 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 hours prior to the nominated time for commencement of selling and remain in their allocated pens until moved by yardmen to the sale ring.
- 16.4. Prior to penning at the saleyards all stock must have been paint branded (high on the ribs close to the spine on both sides) with their designated lot number and carry the supplied Droughtmaster lot number ear tag in the near side ear.
- 16.5. On arrival, Vendors should check at the Saleyard office for a list of available pens and the order of penning for the sale.
- 16.6. The "Pair of Bulls" will be judged early Friday morning, and will be judged "as they are penned" at the time of judging. If there are more than two bulls in a pen the judge shall select the best bull from the pen when making their decision.

17. Objection Process

- 17.1. In circumstances where there is an objection in relation to compliance with the Standards of Excellence as set out in the Constitution or the Rules and Regulations, the person raising the objection must complete a Society objection form and thereafter, deliver it to the CEO of the Society, or if the CEO is absent or unavailable, to a Director of the Society. (R 11.38)
- 17.2. The Directors in attendance at the sale, and the relevant Sale Committee, will make a ruling in relation to the objection that has been received. (R 11.39) The Vendor in these circumstances must be afforded the opportunity to be heard before the Directors and Sale Committee make a ruling.
- 17.3. Objection forms will be available at each Society Sponsored Sale.
- 17.4. Animals which are found to be ineligible for the sale based upon the following, should be removed from the saleyard before selling commences, if it is practical to do so: (R 10.11(a)-(c) &(d)):
 - 17.4.1. ACV Accredited Veterinarian assessment of ACV Bull Breeding Soundness Evaluation for scrotal, physical or semen; or
 - 17.4.2. Society Rules and Regulations especially as they relate to dentition; or
 - 17.4.3. Failure to comply with Standard of Excellence as set out in the Constitution and Rules and Regulations.

18. Rebates

- 18.1. A freight rebate will be paid to Buyers of significant numbers of bulls, based on the distance they have travelled. The rebate will be charged to Vendors on a per head basis of bulls sold. The value of the rebate will be determined at the discretion of the board.
- 18.2. A rebate will be paid to approved Outside Agents. This rebate will be charged to Vendors on a per head basis of bulls sold. The value of the rebate will be determined at the discretion of the board.
- 18.3. Approved Outside Agents
- 18.4. Outside Agents must apply in writing to the Society 48 hours prior to commencement of the sale.
- 18.5. Society Members excluding Vendors and stud members are eligible for a rebate claim by Outside Agents if they are accompanied by the agent.
- 18.6. Branches and franchises of Elders, Nutrien and SBB/GDL are excluded.
- 18.7. Within two working days of the completion of the sale, the Outside Agent, must provide the Society with a listing of lot numbers and price paid for each nominated buyer to be eligible for the rebate.
- 18.8. The agent must attend the sale with their client(s) and complete and sign the Outside Agents Rebate Claim form plus the Buyers Instruction Slip in the sale catalogue to qualify for the rebate.

References:

'R followed by a number' references a rule in the Society Rules and Regulations.

'T & C followed by a number' references a clause in the Society Terms and Conditions for Society Sponsored Sales



National Bull Sale Allocation System

Appendix One
(Updated February 2019)

Vendors should nominate whatever number of bulls they intend to sell when their Number Nominations are submitted. The Allocation System will only be implemented if the "Preferred Number Nominations" are exceeded.

To sensibly manage the growth of the sale and improve the quality of bulls on offer, the Board of Directors implemented an Allocation System in 2010, which has been modified in later years to ensure no vendor is disadvantaged.

1. "Preferred Number Nominations" (previously called the Sale Cap) is set at **645**
2. Base Allocation (BA) for new vendors will be set at 4 bulls and Junior Members will be set at 2 bulls.
3. To allow vendors to grow, every vendor will have their BA increased by 1 bull each year.
4. If the increase is not utilised then the vendor's BA will remain at the previous level.
5. There is no vendor cap.
6. Vendors who do not sell for 3 consecutive years will be regarded as a new vendor and revert back to a BA of 4 head.
7. Base Allocation number will remain with the Prefix.
8. If at the close of Number Nominations the "Preferred Number Nominations" are exceeded, voluntary withdrawals will be called for (with a full refund on fees). If after that numbers still exceed the "Preferred Number Nominations" then reductions will be conducted as follows:
 - o Stage 1:
 - a. All vendors with Number Nominations in excess of their Base Allocation, will be reduced to their Base Allocation.
 - b. Vendors with Number Nominations equal to or less than their Base Allocation will not be reduced at this stage.

If after Stage 1 has been implemented, the "Preferred Number Nominations" are still exceeded, voluntary withdrawals will be called for (with a full refund on fees). If after that numbers still exceed the "Preferred Number Nominations" then reductions will be conducted as follows (this will be implemented at the Board's discretion):

- o Stage 2:
 - a. Applies to all vendors irrespective of their Number Nominations being above or below their Base Allocation.
 - b. If after Stage 1 of reductions, the "Preferred Number Nominations" are still exceeded, then all vendors will have their Number Nominations reduced by the same percentage by which the "Preferred Number Nominations" are still exceeded.
 - c. As the use of a percentage system will produce "part" bulls, rounding down or up will occur (i.e. less than 0.5 of a bull will produce no reduction; 0.5 to 1.49 will produce one reduction, 1.5 and above will produce a reduction of 2, etc.).
 - d. No vendor will be reduced to less than 2 bulls.
9. If a vendor withdraws their whole draft between Number Nominations and Pedigree Nominations, they forfeit the offer of 1 extra bull the following year.
 10. The Board of Directors reserves the right to make further adjustments if it is deemed necessary.