

## SALE INFORMATION

- Supplementary Sheet** All bulls will have up to date weights, EMA, fat depth, scrotal size measurements and have been semen tested. A supplementary sheet with this information will be available from the 23rd August, 2009. Group Breedplan figures are printed in the catalogue. Any bull with a shaded Breedplan figure indicates he is in the top 20% of the breed for that trait.
- Health** All bulls have been vaccinated against Vibriosis and 7 in 1. Booster shots are due in June each year. Semen testing will be carried out by Geoff Steinbeck, Excel Genetics, Dungowan. (02) 6769 4251. The bulls are guaranteed fertile on the day of the sale.
- Breeding Guarantee** All bulls are guaranteed to be breeders with the exception of:  
(a) In the event of injury or disease that occurs to the animal after the sale;  
(b) Gross negligence or wilful misconduct on the part of the purchaser.  
Should any problems arise we trust that we will be the first to hear.
- Transport Rebate** We offer transport for bulls sold to QLD, SA, WA, NT and VIC transport to the border.
- Outside Agent Rebate** An outside agent rebate will be offered to agents introducing their clients in writing to Landmark, Narrabri (02) 6799 1111, at least 24 hours prior to the sale. The agent must attend the sale with the client or on the client's behalf. The rebate will not be paid outside these conditions.
- Buyers Instructions**
1. No verbal instructions will be accepted.
  2. Please use the instruction slip from the back of this sale catalogue and hand it to the booking clerk before leaving.
  3. Instructions for dispatch for consignments comprising of more than one owner must be signed by each buyer, no instructions will be considered complete until all have been signed.
  4. All bulls will be sold GST exclusive.
- Buyer Registration** We request that all prospective buyers register and receive a buyer number before the sale.
- Insurance** An insurance representative will be in attendance on sale day and will be able to insure your purchases from the fall of the hammer.
- Aircraft** There is an airstrip at Narrabri. Vendor's agents will be happy to arrange transport to the sale. Please make contact well before the sale date.
- Accommodation** We recommend the Nandewar Motor Inn – (02) 6792 1155 or 1800 027 941 or the Southern Cross Motor Inn – (02) 6792 3838.
- Inspection** We encourage prospective buyers to inspect cattle prior to sale. This gives us an opportunity to assist you in your selection of the best genetics for your requirements. Inspection on sale day will be from 9am.
- Disclaimer** The vendors, selling agents, its members, related corporations and employees, will act with due care to provide correct information but will not be responsible for any errors or omissions in this catalogue. All persons who attend the sale do so entirely at their own risk and the vendor, Manchee Agriculture, JT & EN Manchee, LJC & RT Manchee and the selling agents do not assume or accept any responsibility or liability, of whatever nature, legal or otherwise, for any accident, injury or damage which may occur.

# TERMS & CONDITIONS OF SALE

All bids shall be treated as offers made upon the following Terms and Conditions of Sale and all persons present are admitted to attend the sale on the basis that they have notice of these terms and conditions.

1. Subject to any reserve price, the highest bidder shall be the purchaser. The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
  2. The auctioneer has the right to make one bid on behalf of the vendor.
  3. A bid cannot be made or accepted after the fall of the hammer.
  4. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold. Attention is directed to section 84 of the Property, Stock and Business Agents Act 2002 which prohibits 'comeback'.
  5. In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again. The auctioneer's decision is final.
  6. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interests of the vendor and need not give reasons for doing so.
  7. A bidder shall not be deemed to be a principal unless, prior to bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
  8. The auction shall be conducted on the basis that the bid shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.
  9. As soon as practicable after the fall of the hammer, the purchaser shall sign the agreement for sale (if any).
  10. The purchaser of the livestock must pay the vendor or auctioneer the full amount of the purchase price and whether or not an invoice has been received from the auctioneer:
    - a. If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction; or
    - b. If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close for the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the auctioneer made before the hammer.
  11. The purchaser authorises the auctioneer and/or the auctioneer's clerk, at their discretion, to sign on the purchasers behalf the agreement for sale (if any) which shall embody these terms and conditions of sale and on the purchasers behalf to pay or accept responsibility for payment to the vendor of the purchase money to facilitate immediate delivery (which will not transfer title). In this case, as between the vendor, auctioneer and purchaser:
    - a. The purchaser shall immediately reimburse the auctioneer for all the money paid and for which responsibility has been accepted; and
    - b. The auctioneer shall have the rights, powers and remedies of a vendor including, without limitation, the rights, powers and remedies granted under these terms and conditions of sale.
  12. No person may bid unless, prior to the commencement of the sale, that person has made arrangements to:
    - a. Effect payment in full in cash immediately on each lot being knocked down against delivery; and
    - b. Deposit with the auctioneer the whole or any part of the purchase money of required by the auctioneer and any time during or after the sale, or made other arrangements satisfactory to the auctioneer for payment for stock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.
  13. All livestock purchased, except cattle sold on a liveweight basis, shall be at the risk and expense of the purchaser upon the fall of the hammer. Cattle sold on a liveweight basis shall be at risk and expense of the purchaser immediately after weighing where weighing is post-sale. Where cattle are weighed pre-sale they shall be at the risk and the expense of the purchaser upon the fall of the hammer. Any claim or objection arising out of an error or misdescription in the provision of relevant information required by legislation or regulation giving effect to the National Livestock Identification Scheme in force in the state in which the sale takes place must be made within seven days of the date of the sale. After the seventh day following the sale, the purchaser may not make any objection, requisition or claim against the vendor or agent in respect of such error or misdescription.
  14. If delivery is made to, or possession obtained by, the purchaser or its representative before full payment of the purchase money, then until full payment is received, the purchaser:
    - a. Does not acquire title of the stock;
    - b. Holds the stock as bailee only for the vendor;
    - c. Must act in a fiduciary capacity in its relationship with the vendor;
    - d. Must store the stock separately or so that they are readily distinguishable from other stock owned by the purchaser;
    - e. Is responsible for the safety and well being of the stock;
    - f. May make bona fide sale for market value of any or all of the stock. As between the purchaser and the subsequent purchaser, the sale shall be made by the purchaser in its own name and not as agent for the vendor, however as between the vendor and purchaser, the sale shall be made as bailee and agent for the vendor; and
    - g. Must keep an account for the proceeds of any subsequent sale separately from its other money and hold those proceeds, together with the benefits of any rights against subsequent purchasers, on trust for the vendor.
  15. If payment is not received according to clause 8, but delivery has been made to, or possession obtained by, the purchaser or its representative:
    - a. The vendor or its agent may repossess and resell the stock and enter property owned or occupied by the purchaser or its representative if necessary to do so; and
    - b. Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts which remain owing at any time.
  16. The purchaser may not make any claim against the vendor for the actions by the vendor under clauses 12 or 13 and indemnities the vendor against any loss, damage, costs expenses, penalties, fines or claims suffered by the vendor or any person or entity arising from the vendor exercising its rights under clauses 12 or 13.
  17. If a purchaser does not comply with any of these terms and conditions, any stock knocked down to that purchaser may be resold by public auction or private contract in whatever lots and manner the auctioneer decides. The resale may be with or without notice and shall be at the purchasers risk. The purchaser is responsible for all the loss and expense arising out of the resale and is not entitled to any resulting profit.
  18. All conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.
  19. In these terms the expression auctioneer, agent, purchaser and vendor respectively includes the servants, contractors and agents of them. The auctioneer, agent, purchaser or vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors or agents. The term 'auctioneer' includes, so far as the Act and context permits, the vendors stock and station agent.
- In the case of any conflict between these terms and conditions or any interpretation thereof and the Property, Stock and Business Act 2002 or the regulations made there under then the Act or regulations should prevail.



**YAMBURGAN BULL SALE - Buyers Instruction Slip**

NAME: .....

ADDRESS: .....

PHONE No: ..... FAX No: .....

LOTS PURCHASED AND PURCHASE PRICE: .....

.....

TOTAL NUMBER: .....

CONSIGNED TO: .....

PIC Number (for NLIS transfer): .....

ACCOUNT TO: .....

REGISTERED TRANSFERS TO: .....

.....

PHONE WHEN DELIVERED TO: .....

.....

INSURE FOR ( Please state period): .....

BULL/S LOSS OF USE as the result of an accident required - Yes / No

SIGNATURE OF BUYER

.....

( NO VERBAL INSTRUCTIONS CAN BE ACCEPTED )

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| <p>Sale Settled by</p> <p><b>LANDMARK</b></p> <p><i>look to us</i></p> |
|--|



**The Manchee Family  
would like to thank  
all buyers, bidders and agents  
for the success of their Annual Bull Sale.**

