



# CONDITIONS OF SALE 2017

## SALES ENTRY CONDITIONS

1. All stock offered for sale will be sold subject to the usual conditions governing the New Zealand Stock & Station Agents Association. Such conditions of Sale are posted on the premises.
2. All Beef Expo entrants agree to abide by Beef Expo Executive terms and conditions that the cattle are fit for show and sale.
3. The lot becomes the property of the purchaser at the fall of the hammer.
4. All lots sold will be insured for transit and 30 days at the fall of the hammer at the purchaser's expense.
5. Passed lots will not be insured at fall of hammer.
6. In the event of any disputed bid, the auctioneer shall be the sole arbiter, and his decision shall be final.

## 7. Health Tests

- a) All cattle sold for export will be sold subject to passing health tests as required by the Animal Health Authorities of the importing country. Health test costs for cattle sold for export will in the case of said animals passing tests be borne by the purchaser, in the case of failing such costs to be borne by the vendor. Note: Vendors and purchasers of export cattle should read the following carefully. Where an animal is sold for export all arrangements are made between the vendor and the purchaser or his agent. The animal sold for export will be returned to the vendor's property or such property that the vendor has arranged for export tests. All costs, including insurance from the "fall of hammer" to the time the result of export tests are known will be borne by the purchaser. If the animal fails the export tests all costs then become the responsibility of the vendor, except insurance which remains the cost of the purchaser. Vendors of cattle sold for export should take steps immediately the sale is contracted to discuss with the purchaser or his agent such matters as agistment, insurance and any other costs that may be involved so that there is no misunderstanding on arrangements made.
- b) All cattle must be TB tested and cleared within 12 months of the date of the sale with the exception of cattle from a movement control area which must have been tested and cleared within 60 days of the sale. TB test receipt must be lodged with the breed society / association no later than the Friday prior to Beef Expo.
- c) Theileria Tick Management – all animals entering Beef Expo are to be treated with Baytical, Vetmed Flumethrin Pour-On or an equivalent approved product within 2-7 days of leaving their property or origin, whether going to a Grazing Unit or Beef Expo directly.
- d) Compliance with the NAIT Act 2012 is the responsibility of the Vendor. This includes official animal identification and movement recording. The Beef Expo genetic sales NAIT event number is 590068 which will also be used for transfer of bulls to and from the grazing units.
- e) All cattle must have been tested BVD Antigen negative and have been vaccinated twice within the last 12 month period.

- f) All cattle must be identifiable with current NAIT/EID/Breed Society identification requirements.
- g) No cattle will be accepted from herds under movement control.
- h) All animals must be performance recorded and fit and free from disease including contagious diseases. Management reserves the right to refuse entry of any animal.
- i) All health certificates must be lodged with the Society Breed Manager no later than the Friday prior to Beef Expo. This rule will be enforced without exception.

## 8. TRANSFERS

- a) All cattle offered for sale must be registered with the respective breed societies.
- b) Transfer is the responsibility of the vendor and the fee for transfer is payable in accordance with the respective breed society rules.

## 9. FERTILITY GUARANTEE

The entry of a bull in the catalogue ipso facto carries with it an undertaking by the vendor that the purchase price (without interest expenses, costs or damages) will be refunded should the bull prove totally infertile or incapable of service. If a bull so entered should not possess a reasonable fertility, although not totally infertile, any dispute shall be settled by an arbitrator appointed by the council of the respective breed society and the award of such an arbitrator shall be accepted as final and binding by the parties to the dispute. The costs of the arbitration shall be borne as ruled by the arbitrator. This undertaking shall bind executors or administrators of a vendor.

*The following rules will apply:*

## BULLS

- a) In the case of the sale of a bull whether or not a transfer is issued, any complaint must be lodged by the purchaser with the respective breed society secretary within twelve calendar months from the date of sale.
- b) In every case a trial period of twelve months (calendar) from the date of sale must be allowed to test the fertility of the bull. Provided, however, that if within a period of twelve months from the day of the sale, and by virtue of veterinary tests it shall be proven conclusively that the bull is infertile or incapable then the purchase price shall be refunded to the purchaser in full within 28 days of the production of such veterinary report and thereupon ownership of the bull shall revert to the vendor. If there is any dispute as to the conclusiveness of the veterinary tests the matter shall be referred to arbitration in the manner provided.
- c) That the purchaser shall throughout the guarantee period give the bull full and sufficient opportunity to prove that he is a good server and stock-getter or to demonstrate his ability to get stock whichever the case may be.
- d) The purchaser shall throughout the trial period assure that the bull has proper

care and attention, and is maintained in good condition and health.

- e) Failure on the part of the purchaser to observe or perform the foregoing conditions or any part of them shall enter the undertaking void. The cost of taking delivery and of returning any animal under dispute to the vendor shall be borne by the purchaser. A veterinary surgeon's certificate shall be procured by the purchaser and submitted to the arbitrator if required by him. The undertaking is limited to the individual value of the animal as a breeder and does not extend to loss of profits or otherwise sustained in the event of infertility or non-capacity being proved. This undertaking shall bind the executors and administrators of a vendor.

#### FEMALES

All females, except calves at foot, are guaranteed as breeders.

- a) Females entered as pregnancy tested may at the purchaser's expense be subject to a further pregnancy test by an independent veterinary prior to delivery being taken at the sale venue. Where an animal is so tested after the sale and found not to be in-calf, the sale will be invalidated. Once delivery from the sale venue has been taken, no further liability will be accepted by the vendor.
- b) Females entered as pregnancy tested - if the animal has been artificially inseminated and then run with a follow up bull, the date of the AI and the date of agistment with the follow up bull will be shown on the relevant catalogue page.
- c) Females that have been ovum transplanted will be accepted for entry provided such entry is accompanied by a ninety day pregnancy tested certificate signed by a registered veterinarian. Certification as required by the individual breed society relating to embryo transfer entries must be supplied by the vendor.
- d) Females over 12 months are required to be fitted with nose clips to facilitate adequate control.

#### 10. POLLED/DEHORNED

The entry of an animal as polled or scurred constitute a guarantee by the vendor that the animal has not been dehorned or scurs removed.

#### 11. ORDER OF SALE

Intending purchasers and vendors are advised that unforeseen circumstances could change the order of sale and entries may not necessarily be sold in numerical order. Any such alteration to sale order will be announced prior to the sale commencing and full pedigree details will be provided.

#### 12. REMOVAL OF STOCK FROM SALE

Before any animal is removed from the sale premises a purchaser instruction slip must be completed which is available from the registration desk or can be found on the last page of the sales catalogue.

#### 13. UPSET PRICE

No animal can be sold on sale day below the agreed reserve price which will be established by the respective breed societies in association with the auctioneers and announced on sale day.

#### 14. RESERVE PRICE

All of the Breed Sales are Reserved Sales, with the upset price announced prior to the commencement of each sale. An individual vendor may place a reserve at a greater price than the breed upset on any lot and bid on the same lot himself. Should this be the case, the auctioneer must announce to the public prior to selling the said lot that it has a reserve and should the vendor bid on the same lot himself, announce to the public that it is "a vendor bid" each and every time they bid. Under the new legislation there is no limit to the number of times a vendor can bid on their own lot, as long as the Auctioneer alerts the public to the fact the vendor is bidding.

#### 15. SALE CANCELLATIONS

No refund of commissions will be made to the vendor by the selling company on any sale cancelled for any reason.

#### 16. CHAMPION OF CHAMPIONS

- a) Each Breed Champion shall be eligible for judging in the Champion of Champions award event, providing that such animal is a male Breed Champion Bull (Yearling or 2 year old).

- b) In the instance that a Breed Champion or Reserve Champion is unable to take part in the Champion of Champions event, the next best animal mutually determined by the Breed Judge in consultation with the Breed's Chief Steward will be selected to represent the Society.
- c) All breed champions must be available for Champion of Champions event.

#### 17. TRANSPORT

Breed Societies will assume responsibility for the cost of cattle transport from the Beef Expo Genetic Sales site to the nominated holding farm. All onwards transport costs from the holding farm will be at the purchasers cost.

#### 18. ANIMAL RESTRAINTS

All animals entered for sale shall be required to be constrained by neck ties or chains if they are to be housed overnight at Manfeild Stadium.

#### 19. ACCEPTANCE OF CONDITIONS OF SALE

The entry and acceptance of an animal in the sale is deemed to confirm that all vendors and purchasers accept and agree to be bound by the conditions of sale as set out above.

#### NEW ZEALAND CHAMPION HEIFER CONDITIONS OF SALE

- a) Heifers born between 1/6/2016 – 31/10/2016 are eligible
- b) All Heifer entrants must be registered with a recognised Breed Society and be able to provide proof of a five-generation pedigree.
- c) NZ Champion Heifer class for 2017 will comprise of one class based on performance data and visual of Led and unled classes.
- d) Judging will be 75% EBVs and 25% Visual. EBV judging will be assessed against their own breeds EBV average and not compared between breeds.
- e) NZ Champion Heifer will be judged from the winners of Champion Led Heifer and Champion Unled Heifer classes.
- f) No reserves over \$1,500. Opening bid \$800.
- g) Proof of each entry will be emailed for review, as it will appear in the Beef Expo sales catalogue.

**HEALTH AND SAFETY** – All vendors and purchasers must comply with Health and Safety at Work Act 2015.

- a) Upon arrival at Beef Expo visitors are required to park in the identified Manfeild car park.
- b) All cables used on site must be tested and tagged – there will be a station at Manfeild Stadium where this service will be offered for a small fee. Checks will be carried out and any non-compliant leads will either be removed or the owner must pay for testing and tagging.
- c) Movement of personnel and stock must comply with Beef Expo executive's and Pitchfork's directions and signage including staying within the designated areas specific to the event as there are risks and hazards in other areas of the Manfeild Park complex.
- Visitors have a responsibility to take all practicable steps. Do not put yourself or others at risk.
- A map of the venue indicating the "No Go Zones" will be on display around the event.
- d) All stock on arrival must report to their breed rep or Pitchfork personnel before unloading. Cattle can only be unloaded and loaded in the loading containment area provided.

#### DISCLAIMER

All details and descriptions as to stock listed in the catalogue have been supplied to the Organisers by the participating Breed Societies from information proofed by Vendors. Although considerable efforts have been taken by the Organisers and Breed Societies to ensure accuracy in the reproduction of lot details and descriptions, no responsibility or liability will be accepted by the Organisers, Breed Society Officers and Employees, or participating Stock and Station Companies, for any incorrect descriptions, errors, omissions or misstatements appearing in the catalogue.