

JAK

PRODUCTION SALE

Monday
5th September

BULLS, FEMALES
&
SHOW STEERS



Bell Showgrounds, Bell Qld

James - 0400 683 325

Corey - 0427 233 999



Welcome!

Jambili, Athlone and Kildare South Devon Studs would like to warmly welcome you to this, our Inaugural Production Sale. We are offering a selection of Purebred Registered South Devon Bulls, South Devon Infused Bulls, South Devon Females, and an offering of potential led steer and heifers suitable for the 2023 Show Season.

These 3 studs have been working together breeding and exhibiting their pure and infused South Devon Cattle for a combined total in excess of 50 years. All 3 studs have experienced extensive success at Royal and Local Shows, Farming field days and carcass competitions.

Jambili Stud, located at Jandowae, Qld; is owned and operated by the McUtchen Family. Their initial introduction to the South Devon breed was purchasing a commercial bull to use to breed South Devon infused led steers. After years of success, they made the decision to begin their own stud in 2015 and haven't looked back since. Originally located on the South Burnett at Windera, the McUtchens' made the decision to relocate their herd to clean country in 2016 to their current location. They enjoy breeding their South Devon and Belgian Blue infused cattle which have proven themselves time and time again in the sale and show ring.

Athlone South Devon Stud, Carmila, North Qld, is owned and operated by Graham and Heather Lindsay. Athlone made the move from Kupunn near Dalby on the Darling Downs to North Queensland region of Carmila in 2019. Since their move Graham and Heather have been relishing the opportunity to introduce Northern Queensland to the benefits and diversity of the South Devon Breed. Most recently their led steer Remington Steele has caused quite an impression on the Northern show circuit winning both broad ribbons and fans for his appearance and temperament.

Kildare South Devon Stud, Upper Horton NSW, arguably one of the East Coasts most well-known Studs, is owned and operated by ASDS Life Members Rick and Sue McDouall. Rick and Sue are enthusiastic advocates for the South Devon breed and are happy to chat about the breeds merits to anyone who will listen. Kildare supply cattle to many markets, most notably **Meat on Maitland** butchers and online butchers **Our Cow**. Kildare and their beef have recently featured on national Channel 10 program **'A Taste of Australia with Hayden Quinn'**. Rick and Sue produce both Red and Black pure South Devon cattle, and their genetics feature in the herds of a large number of our countries top beef producers.

We thank you for taking the time to consider our selection of cattle available for sale, and we are happy to answer any questions which you might have.





**Lot
30**



**Lot
1**



**Lot
29**



**Lot
27**



**Lot
17**



AuctionsPlus™

For Further Information Contact



**AUSSIE LAND
& LIVESTOCK**

- James (JAK) _____ 0400 683 325
- Corey _____ 0427 233 999
- Midge _____ 0427 710 018

**Lot
1****JAMBILI RATHBONE****•29/07/2020 •Bull •Pure •Red •Polled**

MJB United 333
 Sire **Jambili Nonu (AI)**
 Davelle Fearless Iris

The Bend Digger
 Dam **Ashlea J19**
 Ashlea E21

PURCHASER..... \$

**Lot
2****JAMBILI RODDA****•5/06/2020 •Bull •Pure •Red •Polled**

MJB United 333
 Sire **Jambili Nonu (AI)**
 Davelle Fearless Iris

Torr Down Merlin 20
 Dam **Jambili Nala**
 Athlone Gardenia

Rodda is the first calf of Jambil Nala

PURCHASER..... \$

**Lot
3****JAMBILI ROKOCOKO****•19/06/2020 •Bull •Pure •Red •Polled**

MJB United 333
 Sire **Jambili Nonu (AI)**
 Davelle Fearless Iris

The Bend Eros
 Dam **Athlone Gardenia**
 Twin Vales Blondie

Rokocoko has been a member of the Jambili Show team for the past 2 years. His most notable win was 2022 Toowoomba Royal Show Grand Champion South Devon Bull

PURCHASER..... \$

**Lot
4****JAMBILI RADRADRA****•17/02/2020 •Bull •Pure •Red •Polled**

MJB United 333
 Sire **Jambili Nonu (AI)**
 Davelle Fearless Iris

Bolinda Famous
 Dam **Bolinda Jane L56**
 Bolinda Jane J15

Radradra is an important member of our show team, he began his winning ways by beating his sire in 2021 for the Grand Champion South Devon Bull at the Toowoomba Royal Show, Raddy as he is affectionately known has performed strongly at many local and Royal Shows.

PURCHASER..... \$

**Lot
5****KILDARE RIO GRAND****•20/07/2020 •Bull •Pure •Red •Polled**

DLCC Durango 26Z (P) (B)
 Sire **Kildare Red Wing (AI)**
 Kildare Red 13

Kildare Fearless 2nd
 Dam **Kildare Fearless H68**
 Kildare 8033

Rio has been a true asset to the 2022 Kildare Show team performing strongly in local inter-breed shows winning multiple broad ribbons as well as his class at the 2022 Ekka.

PURCHASER..... \$

**Lot
6****KILDARE ROSELLA****•26/08/2022 •Bull •Pure •Red •Polled**

Kildare D9
 Sire **Kildare Jazz**
 Kildare A5

Kildare Fearless 2nd
 Dam **Kildare Kate 4**
 Kildare Kate 3

Rosella is a pure bred bull even though his registration status doesn't reflect this

PURCHASER..... \$

**Lot
7**

KILDARE R28

•22/07/2020 •Bull •Pure •Red •Polled

Sire **Kildare P34**

Davelle Prog Black Rock H17
Dam **Kildare 150**

R28 is a purebred South Devon Bull - not registered

PURCHASER..... \$

**Lot
8**

KILDARE R67

•10/08/2020 •Bull •Pure •Red •Polled

Sire **Kildare 108**

Davelle Prog Black Rock H17
Dam **Kildare K79**

R67 is a pure bred South Devon Bull - not registered

PURCHASER..... \$

**Lot
9**

KILDARE R90

•30/07/2020 •Bull •Pure •Red •Polled

DLCC Durango 26Z (P) (B)
Sire **Kildare Red Wing (AI)**
Kildare Red 13

Kildare Galaxy G86
Dam **Kildare L12**

R90 is a pure bred South Devon Bull - not registered

PURCHASER..... \$

**Lot
10**

KILDARE R98

•22/08/2020 •Bull •Pure •Red •Polled

DLCC Durango 26Z (P) (B)
Sire **Kildare Red Wing (AI)**
Kildare Red 13

Kildare Haggles
Dam **Kildare L59**

R98 is a pure bred South Devon Bull - not registered

PURCHASER..... \$

**Lot
11**

KILDARE R104

•1/09/2020 •Bull •Pure •Red •Polled

DLCC Durango 26Z (P) (B)
Sire **Kildare Red Wing (AI)**
Kildare Red 13

Kildare Galaxy G86
Dam **Kildare K150**

R104 is a pure bred South Devon Bull - not registered

PURCHASER..... \$

**Lot
12**

KILDARE R114

•1/08/2020 •Bull •Pure •Red •Polled

Kildare D9
Sire **Kildare Jade**
Kildare Dianna 24

Davelle Prog Black Rock H17
Dam **Kildare K124**

R114 is a pure bred South Devon Bull - not registered

PURCHASER..... \$

**Lot
13****KILDARE R109****•11/08/2020 •Bull •Pure •Red •Polled**Kildare D9
Sire **Kildare Jade**
Kildare Dianna 24Kildare Galaxy G86
Dam **Kildare K151**

PURCHASER..... \$

**Lot
14****KILDARE R127****•27/07/2020 •Bull •Pure •Red •Polled**Kildare D9
Sire **Kildare Jade**
Kildare Dianna 24Kildare D9
Dam **Kildare K50**

PURCHASER..... \$

**Lot
15****KILDARE R110****•27/08/2020 •Bull •Pure •Red •Polled**DLCC Durango 26Z (P) (B)
Sire **Kildare Red Wing (AI)**
Kildare Red 13Kildare Fearless 2nd
Dam **Kildare Fearless H68**
Kildare 8033

PURCHASER..... \$

**Lot
16****KILDARE R112****•20/09/2020 •Bull •Pure •Red •Polled**Kildare D9
Sire
Kildare Dianna 24

Dam

PURCHASER..... \$

**Lot
17****KILDARE REMARKABLE****•3/09/2020 •Bull •Pure •Black •Polled**Davelle Black Jet G36 (B) (AI)
Sire **Kildare Kan Aka**
Kildare Y79 (B)Davelle Black Jet G36 (B) (AI)
Dam **Kildare Sassy L7 (B)**
Kildare Y79 (B)

Remarkable was introduced to the show team in 2022 he has progressed well placing 3rd in his class at the 2022 Ekka

PURCHASER..... \$

**Lot
18****KILDARE RECTOR****•23/07/2020 •Bull •Pure •Black •Polled**Davelle Prog Blackrock H17 (B) (AI) (ET)
Sire **Kildare Kool Black (B)**
Kildare Romantic G160 (B)Kildare 4080 (B)
Dam **Kildare Ebony 2 (B)**
Ungava 188 (B) (AI)

PURCHASER..... \$

**Lot
19**

KILDARE RACKET

•20/07/2020 •Bull •Pure •Black •Polled

Davelle Prog Blackrock H17 (B) (AI) (ET)
Sire **Kildare Kool Black (B)**
Kildare Romantic G160 (B)

Kildare Belinda 16
Dam **Kildare Belinda 18**
Kildare Advance

PURCHASER..... \$

**Lot
20**

KILDARE R42

•25/09/2020 •Bull •Pure •Black •Polled

Kildare Romantic (B)
Sire **Kildare Prairie 147**
Kildare Dianna 41 (B)

Davelle Prog Black Rock H17
Dam **Kildare L135**

PURCHASER..... \$

**Lot
21**

KILDARE R43

•6/10/2020 •Bull •Pure •Black •Polled

Kildare Romantic (B)
Sire **Kildare Prairie 147**
Kildare Dianna 41 (B)

Kildare H97
Dam **Kildare K79**

PURCHASER..... \$

**Lot
22**

KILDARE R108

•16/10/2020 •Bull •Pure •Black •Polled

Sire **Kildare 108**

Dam

PURCHASER..... \$

**Lot
23**

KILDARE R94

•16/07/2020 •Bull •Pure •Black •Polled

DLCC Durango 26Z (P) (B)
Sire **Kildare Red Wing (AI)**
Kildare Red 13

KKC 47
Dam **Kildare G23**

PURCHASER..... \$

**Lot
24**

JAMBILI NO SHIRT

•20/08/2020 •Bull •Red •Polled

MJB United 333
Sire **Jambili Nonu (AI)**
Davelle Fearless Iris

Dam

No Shirt

PURCHASER..... \$



**Lot
25**

JAMBILI NO SHOES

•2/09/2020 •Bull •Red •Polled

MJB United 333
Sire **Jambili Nonu (AI)** Dam
Davelle Fearless Iris

PURCHASER..... \$

**Lot
26**

JAMBILI NO SERVICE

•15/09/2020 •Bull •Red •Polled

MJB United 333
Sire **Jambili Nonu (AI)** Dam
Davelle Fearless Iris

PURCHASER..... \$

**Lot
27**

JAMBILI NO PROBLEM

•5/09/2020 •Bull •Black •Polled

MJB United 333
Sire **Jambili Nonu (AI)** Dam
Davelle Fearless Iris

PURCHASER..... \$

**Lot
28**

JAMBILI MARCIA'S CALF

•1/09/2020 •Bull •Black •Polled

MJB United 333 Three Way Superstar
Sire **Jambili Nonu (AI)** Dam **Jambili Marcia**
Davelle Fearless Iris

Marcia's Calf never actually received an official name, he is a blend of two of our favorite animals both broad ribbon winners in their own breed. South Devon x Belgian Blue.

PURCHASER..... \$

**Lot
29**

#42

•24/09/2020 •Bull •Grey & White •Scurred

Sire **Jambili Kefu** Dam **Charolais x Murray Grey**

Belgian Blue x

PURCHASER..... \$

**Lot
30**

#40

•31/08/2020 •Bull •Blue Roan •Scurred

Sire **Jambili Gregan** Dam **Brangus Cow**

Belgian Blue x Brangus

PURCHASER..... \$

**Lot
31**

#2

•Heifer •White

Vallorbrook Angus
Sire **Jambili Knight Rider**
Jambili Ginger

Dam Angusx Belgian Blue

Angus/ Belgian Blue x Angus/ Belgian Blue

PURCHASER..... \$

**Lot
32**

#4

•Heifer •White

Vallorbrook Angus
Sire **Jambili Knight Rider**
Jambili Ginger

Dam Angusx Belgian Blue

Angus/ Belgian Blue x Angus/ Belgian Blue

PURCHASER..... \$

**Lot
33**

#35

•Heifer •Red Roan

Atholone Mack
Sire **Jambili Macintosh**

Dam Belgian Blue x Angus

South Devon x

PURCHASER..... \$

**Lot
34**

#25

•Heifer

Sire **Jambili Gregan**

Dam JPC44 - Brangus

Beligan Blue x

PURCHASER..... \$

**Lot
35**

#41

•Steer •Black

Atholone Mack
Sire **Jambili Macintosh**

Dam South Devon x Belgian Blue

South Devon x

PURCHASER..... \$

**Lot
36**

#33

•Steer •Grey & White

Sire **Jambili Kefu**

Dam Charolais x Murray Grey

Belgian Blue x

PURCHASER..... \$

**Lot
37**

#9

•Steer •Black

Sire **Jambili Knight Rider**

Dam **Angus x Belgian Blue**

Angus/ Belgian Blue x Angus/ Belgian Blue

PURCHASER..... \$

**Lot
38**

#22

•Steer •Black and Roan

Sire **Jambili Gregan**

Dam **South Devon x Brahman**

Belgian Blue x

PURCHASER..... \$

**Lot
39**

#37

•Steer •Blue Roan

Sire **Jambili Kefu**

Dam **South Devon x Angus**

PURCHASER..... \$

**Lot
40**

#31

•Steer

Sire **Jambili Gregan**

Dam

Belgian Blue x

PURCHASER..... \$

**Lot
41**

•Bull Calf •Black

Sire **Jambili Macintosh**

Dam **Belgian Blue x Brahman**

South Devon x

PURCHASER..... \$

**Lot
42**

•Bull Calf •Blue Roan

Sire **Jambili Knight Rider**

Dam **Belgian Blue x Greyman**

Angus/ Belgian Blue x Belgian Blue Greyman

PURCHASER..... \$

**Lot
43**

•Bull Calf

•Blue Roan

Sire **Jambili Kefu**

Dam **South Devon x Angus**

Angus/Belgian Blue x Angus/ Belgian Blue

PURCHASER..... \$



**Lot
14**



**Lot
23**



AuctionsPlus

How to Register and Bid on AuctionsPlus

1

Go to www.auctionsplus.com.au to register at least 48 hours before the sale.

7

Fill in buyer details and once completed go back to Dashboard.

2

Select **"Sign Up"** in the top right hand corner.

8

Complete buyer induction module (approx. 30 minutes).

3

Fill out your name, mobile number, email address and create a password.

9

AuctionsPlus will email you to let you know that your account has been approved.

4

Go to your emails and confirm the account.

10

Log in on sale day and connect to auction.

5

Return to AuctionsPlus and log in.

11

Bid using the two-step process – unlock the bid button and bid at that price.

6

Select **"Dashboard"** and then select **"Request Approval to Buy"**.

12

If you are successful, the selling agent will contact you post sale to organise delivery and payment.

For more information please contact us on:

Phone: (02) 9262 4222

Email: info@auctionsplus.com.au



LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

CHAPTER ONE - PRELIMINARY

- A vendor is bound by these terms and conditions by offering livestock for sale by auction.
- An agent which includes an auctioneer is bound by these terms and conditions by conducting an auction sale.
- A buyer is bound by these terms and conditions by bidding at auction.
- Competition and Consumer Act/2010**
It is unlawful for parties that, or otherwise would be, in competition with each other to make, or give effect to, a contract, arrangement or understanding that contains a provision relating to:
 - price fixing;
 - restricting output in the production and supply chain or
 - allocating customers, suppliers, territories, or markets

subclause does not apply if the agent makes an announcement to that effect prior to sale.

- Subject to the right of rejection in Clause 16, 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 faults, if any. No compensation shall be given for any faults, imperfections, errors or descriptions contained or any inaccuracies in the lot information.
- Any claim or objection arising out of an error or misdescription in the provision of relevant information or information or regulation concerning the National Livestock Identification System (NLIS) number made by 5:00pm on the seventh day after the fall of the hammer. No objection regarding a claim against the vendor or agent or request of such error correction/alteration can be made after this time.
- Any statement made by the vendor or the auctioneer whether in writing or orally is to be taken as the best and final offer of the vendor or auctioneer and no compensation shall be payable for any such statements made in writing or orally unless the vendor or auctioneer has been negligent, in which case the vendor or auctioneer shall be liable to compensate the buyer.
- For slaughter cattle, the agent acknowledges to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the relevant PIC to the purchaser's PIC on the NLIS database no later than midnight on the day after sale.
- For other slaughter livestock, the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the relevant PIC to the purchaser's PIC on the NLIS database no later than midnight on the day after sale.
- When livestock has a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLS-EF database, the agent will inform the buyer by pre-sale catalogue and/or announce the status prior to the offering of the lot.
- If delivery is made to a possession obtained by the buyer or its representative before full payment of the Price, then, until payment is received, the buyer:
 - does not acquire title to the livestock;
 - holds the livestock on behalf of the vendor;
 - must not a facility copy in a relationship with the vendor;
 - must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
 - is responsible for their safety and well being of the livestock;
 - may make a bona fide sale for market value of any one or all of the livestock. As between the buyer and the subsequent buyer the sale shall be made by the buyer in its own name and not as agent of the vendor, however as between the vendor and buyer, the sale shall be made as if made by and for the benefit of the vendor; and
 - must keep and account for the proceeds of any subsequent sale separately from other moneys and hold those proceeds, together with the benefit of any rights against subsequent buyers, on trust for the vendor.

CHAPTER TWO - STANDARDS OF SALE

- Subject to these terms and conditions, and to the right prior to the fall of the hammer of the vendor to withdraw any lot without affecting the price, the highest bidder shall acquire the lot.
- The auctioneer has the right to bid on behalf of the vendor provided that it is notified prior to the commencement of the sale and is notified to State Law.
- A bid cannot be made or accepted after the fall of the hammer unless, in accordance with Clause 1, the auctioneer decides to permit re-acceptance.
- There is no fall of the hammer if the auctioneer shall announce the bid and receive any further bids. The lot price paid by the auctioneer at the fall of the hammer shall be the amount of which the lot has been bid.
- In the event of a disputed bid, the auctioneer is the sole arbiter of the successful bidder of the disputed bid or to put the bid up again. The auctioneer's decision is final.
- The auctioneer may refuse to accept a bid which, in the auctioneer's opinion, is not in the best interests of the vendor and would require reasons for doing so.
- A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority valid for the behalf of another person.
- The successful bidder at a livestock auction sale shall give to the auctioneer at the fall of the hammer:
 - the purchaser's name or
 - the bid card number which identifies the purchaser or
 - the name of the person whose behalf the successful bid has made and
 - the Property Identification Code as the PIC of destination.
- The auctioneer shall be bound on the basis that the bid price shall be exclusive of GST and Services Tax (GST). GST shall be added after the fall of the hammer/buyers order and the auctioneer is not liable to do so.
- The vendor warrants:
 - that the vendor has full legal title to the livestock at the time of delivery; and
 - that the purchaser will obtain full title to the completion of the purchaser's obligations under this contract.
- If a buyer does not comply with any of these terms and conditions, including the requirements of State Law, any livestock tendered to that buyer may be resold by public auction or private contract in whatever lot and manner the auctioneer decides. This sale may be with or without notice and shall be at the buyer's risk. The buyer is responsible for all costs and expense arising out of a re-sale and is not entitled to any resulting profit.
- The buyer of livestock must pay the purchase price immediately upon the fall of the hammer. Payment is required prior to delivery unless some other time for payment is specified in an agreement between the buyer and the auctioneer that has been made before the fall of the hammer. If no delivery payment has not been made then clause 20.3 applies.
- The person may bid sales, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in this condition are made, any subsequently accepted, delivery shall not be given until the purchase money is paid and any fee, cost or practice then in vogue is accordingly regulated as far as possible.
- Cattle sold on a weight basis that are weighed post-sale are at the risk and expense of the buyer from the time they are weighed.
- Cattle sold on a weight basis that are weighed post-sale are at the risk and expense of the buyer from the time they are weighed.
- All livestock, other than cattle sold on a weight post-sale are at the risk and expense of the buyer upon the fall of the hammer.
- Subject to this clause the sale is complete on the fall of the hammer.
- The time for rejection is the time commencing at the fall of the hammer and ending after five (5) minutes.
- Delivery is made by a representative of the buyer:
 - departure of the animal from the purchaser's delivery point or
 - one hour after the last animal:
 - in the case of pre-slaughter, sold or
 - in the case of post-sale weighing, weighed.
- During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not reasonably be observed when the animal was in the selling pen.
- The purchaser rejects an animal during the time for rejection that the sale of such animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has discharged their reason for rejection to that buyer.

- If the buyer rejects an animal during the time for rejection that the sale of such animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has discharged their reason for rejection to that buyer.
- This subclause applies only to cattle which are not sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape that may result in death, sickness or injury of these cattle from the time the fall of the hammer, including and prior to the fall of the hammer, until the delivery point and until the buyer's nominated transport. This responsibility ends at the time of the last of these cattle being the buyer's nominated transport or stored on the day after the sale. This subclause does not apply if the agent makes an announcement to that effect prior to sale.
- Subject to the right of rejection in Clause 16, 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 faults, if any. No compensation shall be given for any faults, imperfections, errors or descriptions contained or any inaccuracies in the lot information.
- Any claim or objection arising out of an error or misdescription in the provision of relevant information or information or regulation concerning the National Livestock Identification System (NLIS) number made by 5:00pm on the seventh day after the fall of the hammer. No objection regarding a claim against the vendor or agent or request of such error correction/alteration can be made after this time.
- Any statement made by the vendor or the auctioneer whether in writing or orally is to be taken as the best and final offer of the vendor or auctioneer and no compensation shall be payable for any such statements made in writing or orally unless the vendor or auctioneer has been negligent, in which case the vendor or auctioneer shall be liable to compensate the buyer.
- For slaughter cattle, the agent acknowledges to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the relevant PIC to the purchaser's PIC on the NLIS database no later than midnight on the day after sale.
- For other slaughter livestock, the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the relevant PIC to the purchaser's PIC on the NLIS database no later than midnight on the day after sale.
- When livestock has a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLS-EF database, the agent will inform the buyer by pre-sale catalogue and/or announce the status prior to the offering of the lot.
- If delivery is made to a possession obtained by the buyer or its representative before full payment of the Price, then, until payment is received, the buyer:
 - does not acquire title to the livestock;
 - holds the livestock on behalf of the vendor;
 - must not a facility copy in a relationship with the vendor;
 - must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
 - is responsible for their safety and well being of the livestock;
 - may make a bona fide sale for market value of any one or all of the livestock. As between the buyer and the subsequent buyer the sale shall be made by the buyer in its own name and not as agent of the vendor, however as between the vendor and buyer, the sale shall be made as if made by and for the benefit of the vendor; and
 - must keep and account for the proceeds of any subsequent sale separately from other moneys and hold those proceeds, together with the benefit of any rights against subsequent buyers, on trust for the vendor.
- The purchase agent:
 - Clause 20.3(a) remains a negotiable security interest under the Personal Property Securities Act/2009 (PPSA);
 - The purchaser acknowledges the rights of the Seller and/or Agent if Clause 22 applies to register a financing statement under the PPSA with respect to the collateral interest created by this clause;
 - The Livestock Auctioneer is pursuing other PPSA;
 - to the extent permitted, the purchaser waives any right the Purchaser has under the PPSA to rescind or void;
 - the date upon which the security interest created by this clause comes into force is the first date on which livestock is delivered pursuant to this contract.
- The buyer may not make any claim against the vendor for actions by the vendor or its agent under clause 20.3(c) and indemnifies the vendor and its agent against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor, the agent or its agents or any claims from the vendor exercising its rights under clause 20.3(c).
- Clause 21 applies whenever the agent pays the vendor before being paid by the buyer, which the agent warrants that the auctioneer agent vendor is.
- The vendor hereby gives notice to the buyer of the assignments referred to in clause 23.1.
- When this clause applies, in addition to any rights of the agent that arise by operation of the law, the parties agree that, subject to clause 23.5, the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.
- The vendor acknowledges that the agent may take enforcement, repossession or other action to recover any livestock for which the buyer has not paid in full, or the Price of such livestock, owing by the buyer under these terms and conditions.
- When this clause does not apply, as agent of the vendor (including by reselling the livestock) and:
 - when the purchaser will obtain full title to the completion of the purchaser's obligations under this contract.
- If a buyer does not comply with any of these terms and conditions, including the requirements of State Law, any livestock tendered to that buyer may be resold by public auction or private contract in whatever lot and manner the auctioneer decides. This sale may be with or without notice and shall be at the buyer's risk. The buyer is responsible for all costs and expense arising out of a re-sale and is not entitled to any resulting profit.
- The buyer of livestock must pay the purchase price immediately upon the fall of the hammer. Payment is required prior to delivery unless some other time for payment is specified in an agreement between the buyer and the auctioneer that has been made before the fall of the hammer. If no delivery payment has not been made then clause 20.3 applies.
- The person may bid sales, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in this condition are made, any subsequently accepted, delivery shall not be given until the purchase money is paid and any fee, cost or practice then in vogue is accordingly regulated as far as possible.
- Cattle sold on a weight basis that are weighed post-sale are at the risk and expense of the buyer from the time they are weighed.
- Cattle sold on a weight basis that are weighed post-sale are at the risk and expense of the buyer from the time they are weighed.
- All livestock, other than cattle sold on a weight post-sale are at the risk and expense of the buyer upon the fall of the hammer.
- Subject to this clause the sale is complete on the fall of the hammer.
- The time for rejection is the time commencing at the fall of the hammer and ending after five (5) minutes.
- Delivery is made by a representative of the buyer:
 - departure of the animal from the purchaser's delivery point or
 - one hour after the last animal:
 - in the case of pre-slaughter, sold or
 - in the case of post-sale weighing, weighed.
- During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not reasonably be observed when the animal was in the selling pen.
- The purchaser rejects an animal during the time for rejection that the sale of such animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has discharged their reason for rejection to that buyer.
- This subclause applies only to cattle which are not sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape that may result in death, sickness or injury of these cattle from the time the fall of the hammer, including and prior to the fall of the hammer, until the delivery point and until the buyer's nominated transport. This responsibility ends at the time of the last of these cattle being the buyer's nominated transport or stored on the day after the sale. This subclause does not apply if the agent makes an announcement to that effect prior to sale.

engagement between the auctioneer and the vendor do not extend to the safety of livestock or the livestock to the vendor in relation to the safety of retention of the sale lots, its subagents and the surrounding environments.

The vendor, the agent and the buyer agree to comply with the several duties under the Australian Animal Welfare Standards and Guidelines in the Lot Transport of Livestock and further to controls, manage, monitor, transport and handle livestock in accordance with all other additional requirements of animal welfare legislation specific to the jurisdiction in which the livestock are consigned, managed, retained, transported and handled in the course of the sale process.

CHAPTER THREE - VENDOR WARRANTY FOR CORRECT PRESENTATION AND DECLARATION

This chapter applies only to the lots of livestock and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the livestock are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is a person who pays the AMPC Processor fee.

The warranty of a vendor is that livestock, and their companion animals offered for sale to the order of the slaughterer, shall pass government and other regulatory authority requirements and inspections in the name of the slaughterer,

and are of merchantable quality;

carry an NLIS device in accordance with law;

in the case where an identification has been made in the pre-sale catalogue that the livestock has particular characteristics or any fit for a particular purpose or related to such characteristics are based on information or any documents, the livestock will have those characteristics or will otherwise perform purpose or market and

all information in any document provided by the vendor is true, complete and correct in all material respects.

In the event of a breach by the vendor of the vendor's warranty and provided such breach is notified by the buyer or 10:00pm on the 7th after the fall of the hammer then the buyer is notified by the purchaser after the fall of the sale of the livestock in which the breach applies.

However if the breach by the vendor is such that the livestock are not rejected outright but are instead downgraded the buyer will pay the value of the livestock/other non-rejected livestock.

In the event of a breach by the vendor of the vendor's warranty that the vendor will also be liable to the buyer for any further losses which the buyer might establish but the buyer will take all reasonable steps in co-operation with the agent of the vendor to mitigate the effect of the breach and the amount of any loss.

Where a sentient animal of a lot is tested positive for chemical residues, or foreign material contamination and provided such is certified and notified as required by these vendor warranty terms,

the buyer will be entitled to direct payment for the price of all livestock in that lot and/or

the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law or of having the livestock slaughtered to which event the risk of further contamination will be that of the vendor. Where product integrity is positively jeopardised, the Processor has the right to refuse slaughter and send the livestock back to the consigning property of the vendor's stock.

The auctioneer is bound by the buyer in respect of any breach of the vendor's warranty arising under

any error, by the auctioneer, of transcription of information from the MD completed by the vendor to the pre-sale catalogue or the buyers post-sale warranty;

any failure by the auctioneer to notify the buyer prior to bidding of any breach by the vendor of the warranty of the livestock of the buyer establishes deathly agent breed such breach prior to the sale; and

any failure by the auctioneer to announce prior to bidding or disclose in the pre-sale catalogue, the vendor's loss, failure to provide a MD that is consistent in all material respects.

CHAPTER FOUR - OWNERS RISK FOR CONDITIONAL CATTLE

This chapter applies only in the case of cattle and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the cattle are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is a person who pays the AMPC Processor fee.

Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not contaminated or infected by dangerous disease risk applies if the condemnation is due to a condition in the animal which the buyer establishes, the relevant government certificate, issued prior to the fall of the hammer.

A buyer with the benefit of owner risk protection is not liable to pay the Price of that lot of livestock. The reason a certificate is issued for a lot of livestock is that the lot is free from any condition that would render the lot unsuitable for slaughter and disposal either animal.

Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:

a certificate is issued by government which includes the relevant NLIS EID number and PIC, the date of the certificate, the reason for condemnation and that the reason for condemnation is noted prior to the fall of the hammer;

the certificate is issued by the selling agent either in its original form or by fax or electronic communication in the form of data, text or imaging by 5:00pm on the 7th day after the fall of the hammer; and

if the condemnation is to chemical residues the certificate follows testing in a government approved laboratory which establishes contamination by a chemical residue.

Owners risk does not apply, and the buyer must pay for the cattle, if the reason for condemnation is any of bruising, fever, partial condemnation reclamation.

CHAPTER FIVE - NOTICES REQUIRED BY LEGISLATION

NOR Present Stocked Business Agents Act/2002/Notices:

Parties for collection practices. It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following as a result of a collective practice, or to induce or attempt to induce another person by a collective practice to do any of the following:

- to obstruct or hinder or
- to induce or attempt to induce or
- to do any other act that amounts to

Severely penalties may be imposed; conviction of these practices. The auctioneer has the right to make one bid or the vendor if the auctioneer clearly and previously announced that prior to sale.

INFORMAL OFFERINGS: An auction conducted a public auction must not appear to acknowledge the making of a bid but may make a person or persons participate in the making of a bid but may make a person or persons participate in the making of a bid but may make a person or persons participate in the making of a bid.

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SALE: JAK Production Sale

DATE: 5th September 2022

BUYERS INSTRUCTION SHEET

Bid Card No.

Name:

Address:

Phone No:

Mobile No:

Lots Purchased:

TOTAL LOTS PURCHASED

DESTINATION

NLIS PIC

Delivery - Owners Transport Carrier

Pick-up Time/Date

Additional Information

Dipping Instructions

Dipping not required

Dip and Clear

Dip Only

Feeding Required

Yes No

Insurance (State Period)

Yes No

Invoice To

Signature Buyer

Date

Is Registration Transfer Required?

Yes No

If Yes, Name and Address for Transfer of Registration

NOTE: The buyer's instruction sheet must be completed in full and signed by the buyer or their authorised representative





**Lot
24**



**Lot
25**



**Lot
28**