

2023 Dalby Stock Horse Sale Agent Terms for Vendor

These vendor terms and conditions (**Vendor Terms**) are entered into between Ray White Rural Dalby (**ACN 631 117 765**) (**us**) and the vendor signing these Vendor Terms (**Vendor**) (**you**), together the **Parties** and each a **Party**. These Vendor Terms set out the terms and conditions regarding our provision of sales agent services to you.

1. Services

- 1.1 You accept these Terms by the earlier of:
- (a) confirming that you accept these Terms via any platform through which we provide these Terms to you, including our website;
 - (b) instructing us to carry out the Services; and
 - (c) making part or full payment of our Commission.
- 1.2 We are contracted by the Darling Downs Branch of the Australian Stock Horse Society to conduct the Dalby Australian Stock Horse Sale.
- 1.3 In consideration for your payment of our commission (Commission) we will provide our sales agent services (Services) to you for the sale of your horses (Sale) at the Dalby Australian Stock Horse Sale.

2. Liability

- 2.1. You agree to:
- (a) comply with these Terms, all applicable laws and our reasonable requests;
 - (b) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
 - (c) provide accurate and up to date information about the horses you are selling at the Dalby Australian Stock Horse Sale (**Listing**).
- 2.2. Despite anything to the contrary and to the maximum extent permitted by law:
- (a) we will not be liable for any Liability arising from any misinformation or omission in your Listing; and
 - (b) you agree to indemnify us from and against any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with your Listing or a Sale, including any claims or complaints from purchasers;
 - (c) neither Party will be liable for Consequential Loss; and
 - (d) our maximum aggregate Liability arising from or in connection with these Terms will be limited to the Commission paid by you to us in respect of our Services in the 12 months immediately preceding the relevant Liability.

In this clause:

Consequential Loss includes any consequential, indirect or special loss, including any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

3. Payment Terms

- 3.1 You must pay us the Commission amount agreed between the Parties in respect of each horse catalogued and sold. This applies from day of sale to 24 hours after the advertised sale date, whether sold at auction or private treaty.
- 3.2 We will pay you the sale proceeds, minus our Commission and the ASHS transfer fee, into the nominated bank account listed on your nomination form. The payment terms are 12 days from the date of sale.
- 3.3 Please notify us via email for any changes to the payment details. You agree that we will not be liable for any lost or missing sale proceeds due to incorrect bank details provided by you.
- 3.4 **ASHS Transfer Fee:** The ASHS transfer fee is \$50. You will not be charged this fee if the horse does not sell.
- 3.5 **Nomination Fee:** Nomination fee amounts will be outlined to you in writing and are payable at submission of your nomination form. If funds have not been received by the nomination closing date, your nomination will be void. Once received nomination fees are strictly non-refundable under any circumstance.

4. GST

- 4.1 The knock down price of the horses will be exclusive of GST. GST status for each horse is indicated in the catalogue.
- 4.2 It is your responsibility to provide us with correct ABN details and GST registration status at the time of nomination. If there are any changes to GST status prior to the sale you must notify us in writing so it can be amended and details added to the supplementary sheet if required.
- 4.3 You agree that we will not be responsible for any ongoing accounting issues that arise due to incorrect information being provided.

5. Ticks

- 5.1 If your horse is from a tick-infected area, you agree to:
 - (a) ensure the horses are sprayed and treated;
 - (b) have your horses cleared by an accredited certifier or signify self clearance; and
 - (c) provide accurate documentation in respect of certification to the Ray White office at the sale venue.
- 5.2 You agree that we will not be able to carry out our Services if you have not handed in all required paperwork.

6. Travel Requirements

6. 1 All horses travelling within Queensland require a Queensland Movement Record.

7. Paperwork required at the sale

- 7.1 All information & instructions regarding the sale will be included in the vendor packs which will be posted out to you prior to the sale. The following will be required when checking in at the event.
 - (a) Original ASH Registration Certificate;
 - (b) ASH Health Declaration;
 - (c) Horse Movement Record; and
 - (d) Tick clearance paperwork (if required)

8. Sale Horse Photos & Videos:

- 8.1 You can submit photos & videos of your sale horse/s via the online submission section on the website after the nomination period.
- 8.2 You acknowledge and agree that photos will not be included in the catalogue and photos will be included in the online horse profiles only. Photos must be in a JPEG format for us to use them.
- 8.3 Videos must be uploaded as a YouTube link and please ensure that your settings are set to public when uploading.

9. Cataloguing

- 9.1 You acknowledge and agree that the sale order is strictly at our discretion.
- 9.2 All Vendors will receive a copy of the sale catalogue in their vendor pack.

10. Stabling

- 10.1. Each nominated sale horse will be allocated a stable. You must only use the stable allocated to you.
- 10.2. You are able to request to have multiple horses close together and we will use our best efforts to comply with your request.

10. Withdrawing a horse

- 11.1 You must notify us as soon as possible if you wish to withdraw your horse from the sale.
- 11.2 You acknowledge and agree that the nomination fee will not be refunded in any event.

SIGNATURE ONLY REQUIRED IF HARD COPY PROVIDED. ACCEPTANCE OF THESE TERMS CAN BE MADE VIA THE WEBSITE NOMINATION FORM

Executed by Ray White Rural Dalby (ACN 631 117 765) in accordance with section 126 of the *Corporations Act 2001* (Cth), by its duly authorised agent:

Signature	Name (Print)
Position (Print)	Date

Executed by _____ **(ACN)** _____ **in accordance**
with section 126 of the *Corporations Act 2001* (Cth), by its duly authorised agent:

Signature	Name (Print)
Position (Print)	Date