

2025 Dalby Stock Horse Sale Vendor Agreement

Ray White Livestock Dalby

These Vendor Terms and Conditions (Vendor Terms) are entered into between Ray White Livestock Dalby (ACN 631 117 765) (we/us/our) and the Vendor (you/your) named in the corresponding nomination form. These terms govern your participation in the 2025 Dalby Australian Stock Horse Sale (the Sale), and our role as your sales agent.

1. Acceptance

You accept these Terms by doing any of the following:

- Confirming acceptance via our website or any platform on which these Terms are published;
- Instructing us to provide services; or
- Making full or partial payment of any nomination fees.

2. Services

We are contracted by the Darling Downs Branch of the Australian Stock Horse Society (DDASHS) to conduct the Sale. In return for your payment of the applicable commission, we will act as your sales agent for the nominated horse(s).

3. Commission and Payments

- Commission of 7.5% plus GST applies to each horse catalogued and sold. This applies from the day of sale to 14 days after the advertised sale date, whether sold at auction or via private treaty to any party introduced through the Sale or associated marketing efforts.
- Where a horse's reserve is not met and they are 'passed in' through the ring (not sold), the vendor can pay to The Agent the commission on the nominated reserve and be eligible for future incentives. If no bid is received, the passed in price is nominated to be \$5000
- Sale proceeds (less commission and ASHS transfer fee) will be paid within 14 days of the sale.
- Vendors must provide accurate bank details. We are not liable for payments delayed or lost due to incorrect information.
- ASHS Transfer Fee is \$55 per horse sold.
- Nomination fees are payable at submission, are non-refundable, and must be received by the nomination closing date.

4. Vendor Responsibilities

You must:

- Provide accurate and up-to-date information on each horse.
- Submit all required paperwork, including ASHS Registration Certificate, Health Declaration, Tick Clearance (if required), and Movement Record.
- Ensure horses from tick-infected areas are treated and certified.
- Arrange horse travel documents as required by law.

5. Sale Process

- The Sale order is at our sole discretion.
- Each nominated horse will be allocated a stable. Requests to stable horses together will be accommodated where possible.
- You must notify us promptly if withdrawing a horse. Nomination fees remain non-refundable.

6. Photography and Marketing

- You may submit JPEG photos and YouTube video links.
- Photos will not appear in the printed catalogue but will be featured online.
- By submitting photos or videos, you grant Ray White Livestock Dalby a non-exclusive, royalty-free license to use the content for promotional and marketing purposes in print and digital formats. You confirm you hold the rights to any materials submitted.

7. Dispute and Liability

- You warrant that all information provided about the horse is true, accurate, and not misleading in any way. You agree to indemnify us from any claims arising due to inaccurate or misleading statements in your listing.
- We are not responsible for any misrepresentation or post-sale disputes. We act solely as the sales agent and are not responsible for any representations made by the Vendor. We do not accept any liability for post-sale disputes between the Vendor and purchaser, including but not limited to claims regarding soundness, performance, temperament, or condition.
- We are not liable for Consequential Loss.
- Our total liability is limited to the amount of commission paid.
- You indemnify us against any loss or claims arising from your participation in the Sale.

8. Post-Sale Disputes

- All claims must be submitted in writing within 48 hours of the Sale.
- We facilitate communication only; resolution is between Vendor and Purchaser.
- Post-sale vet checks or x-rays are not valid grounds for rescission.
- Ray White reserves the right to retain commission on reversed sales.

9. Withdrawal and Rejection

- We reserve the right to reject or withdraw any horse from the Sale at any time at our sole discretion, including for reasons relating to the animal's condition, documentation, behavior, or non-compliance with sale terms. No refunds will be given.
- No refunds for nomination fees will be provided for horses withdrawn by the Vendor at anytime after nominations have closed.

10. Force Majeure

We are not liable for delay or failure to perform any obligation under these terms due to events beyond our reasonable control, including natural disasters, illness, government restrictions, or any other force majeure event.

11. Governing Law

These terms are governed by the laws of Queensland, Australia.

Execution

Executed by Ray White Livestock Dalby (ACN 631 117 765) and The Vendor

Signature only required if lodging nomination by hard copy.

Agent Signature: _____ Vendor Signature: _____

Name (Print): _____ Name (Print): _____

Position: _____ Position (if applicable): _____

Date: _____ Date: _____