

This agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ (Month) 2020 between:

Carrfields Livestock Limited ("Carrfields") and \_\_\_\_\_ ("the Purchaser").

The Purchaser appoints Carrfields as its agent to purchase and sell service bulls on the terms and conditions set out in this Service Bull Plan Agreement and in Carrfields' standard Private Sale Terms and Conditions.

## BULL PLAN TERMS AND CONDITIONS

1. At all times during the term of this Agreement the Purchaser must be an approved Carrfields account holder. A new Carrfields account application must be filled out in full for all non Carrfields account holders and approved by Carrfields.
2. Carrfields may accept or decline any Service Bull Plan Application submitted by the Purchaser at its discretion.
3. Carrfields will use reasonable endeavours to purchase on behalf of the Purchaser service bulls which meet the requirements set out in the Service Bull Plan Application attached to this Agreement ("Bulls"). The Purchaser will enter into a Private Sale Contract on a Carrfields Private Sale form recording the purchase price and delivery dates for the Bulls. The purchase price of the Bulls will be debited to the Purchaser's Carrfields Bull Plan Account and will be payable on the sale of the Bulls in accordance with clauses 7 and 8.
4. The Purchaser grants Carrfields a security interest in the Bulls (and any replacement bulls) to secure payment of all amounts owing by the Purchaser to Carrfields. The Purchaser agrees to do all things necessary to enable Carrfields to register a first ranking security interest on the Personal Property Securities Register over the Bulls (and any replacement bulls) prior to delivery of the Bulls in accordance with the provisions of the relevant Private Sale Contract.
5. In addition to any commissions or headages payable under the Private Sale Contract, Carrfields will charge an administration/ service fee of \$60 plus GST per Bull. This administration/service fee will be debited to the Purchaser's general Carrfields Account and is payable by the Purchaser within 14 days of the date of the relevant Private Sale Contract. In the event that the administration/service fee is not paid by the due date, interest will be charged at a rate of 21% pa calculated daily from the date of the relevant Private Sale Contract until payment is received in full.
6. Carrfields will use reasonable endeavours to sell the Bulls on behalf of the Purchaser on or before the Completion Date set out in the Service Bull Plan Application forming part of this Agreement. All proceeds arising from the sale of the Bulls under this Agreement (less commissions or headages payable to Carrfields) will be credited to the Purchaser's Carrfields Bull Plan Account. Bulls can be sold to any meat processor however must be sold on account of Carrfields Livestock. Carrfields will not be under any obligation to sell the Bulls if the Bulls and/or any other animal on the Purchaser's farm where the Bulls reside are confirmed or suspected to be carrying the bacterial disease Mycoplasma Bovis (MB) and/or are subject to a quarantine or movement restriction imposed by the Ministry of Primary Industries (MPI). If requested by Carrfields, the Purchaser will carry out, at its cost, tests to determine the MB status of the Bulls and/or will make declarations in respect of the Purchaser's farm as set out in the attached vendor declaration form, prior to Carrfields attempting to sell the Bulls under this clause 6.
7. Any credit balance remaining in the Purchaser's Carrfields Bull Plan Account after the receipt of the Bull sale proceeds will be payable to the Purchaser by Carrfields within 14 days of the receipt of the proceeds.
8. Any debit balance remaining in the Purchaser's Carrfields Bull Plan Account after the receipt of the Bull sale proceeds will be payable to Carrfields by the Purchaser within 14 days of receipt of the proceeds. In the event that any debit balance is not paid by the due date interest will be charged at a rate of 21% pa calculated daily from the Completion Date set out in the Service Bull Plan Application until payment is received in full.
9. The Purchaser accepts responsibility for all risk in the Bulls from the date of delivery to the Purchaser until the date of collection from the Purchaser. Carrfields will have no responsibility for the replacement of any lost, stolen, injured, sick, diseased or dead Bulls. The Purchaser must notify Carrfields immediately of any injury, theft, loss or death of any Bull, or where any Bull becomes sick or is confirmed or suspected to be carrying a disease (and in such case, the Purchaser must also provide Carrfields with all test results). In the event of theft, loss or death, or irrecoverable sickness or disease of any Bull, the Purchaser must immediately replace the Bull with a bull of equivalent age, breed and condition or make payment in full to Carrfields of the purchase price for that Bull.
10. The Purchaser will give Carrfields the first opportunity to market their boner/cull cows & Bobby calves.
11. The Purchaser is responsible for all freight costs related to the Bulls.
12. Except in the event of conflict with this Agreement, in which case the terms of this Agreement will prevail, Carrfields standard Private Sale Terms and Conditions (or other applicable Carrfields terms) will govern the sale and purchase of Bulls under this Agreement in accordance with the terms of the applicable Carrfields Private Sale Contract.

## PURCHASER

Company  Partnership  Sole Trader  Individual  Trust  Other (select one)

Entity Name: \_\_\_\_\_

Individual  Trustee  Partner  Director (select one)

Full Name: \_\_\_\_\_ D.O.B: \_\_\_/\_\_\_/\_\_\_

Individual  Trustee  Partner  Director (select one)

Full Name: \_\_\_\_\_ D.O.B: \_\_\_/\_\_\_/\_\_\_

Trading Name: (if different from above) \_\_\_\_\_

Address: \_\_\_\_\_

Postal Address: (if different from above) \_\_\_\_\_

GST No: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Carrfields Livestock Account No: \_\_\_\_\_ Sharemilker  Yes  No

## FARM ADDRESSES (where bulls will reside)

Rapid No: \_\_\_\_\_ Road Name: \_\_\_\_\_ Location: \_\_\_\_\_ Farm Owner:  Yes  No

Rapid No: \_\_\_\_\_ Road Name: \_\_\_\_\_ Location: \_\_\_\_\_ Farm Owner:  Yes  No

Rapid No: \_\_\_\_\_ Road Name: \_\_\_\_\_ Location: \_\_\_\_\_ Farm Owner:  Yes  No

Please note: If you do not own the property or have a sharemilking agreement associated with the property, we will require a landlord waiver to be completed

## APPROXIMATE NUMBER OF BULLS REQUIRED

Age: \_\_\_\_\_ Breed: \_\_\_\_\_ Tally: \_\_\_\_\_ Approx Delivery Date: \_\_\_\_\_ 2020

Age: \_\_\_\_\_ Breed: \_\_\_\_\_ Tally: \_\_\_\_\_ Approx Delivery Date: \_\_\_\_\_ 2020

Age: \_\_\_\_\_ Breed: \_\_\_\_\_ Tally: \_\_\_\_\_ Approx Delivery Date: \_\_\_\_\_ 2020

Completion Date: (Date bulls to be sold by) \_\_\_\_\_ (No later than the 28th of February 2021)

## CONFIRMATION

**An administration/service fee of \$60 + GST per bull is payable within 14 days of entering into the private sale contract. I have read, understand and agree to the entire Bull Plan Terms and Conditions as set out in this Carrfields Spring Service Bull Plan Application.**

Date of this agreement: \_\_\_\_\_ 2020 (Purchaser to fill in date)

Purchaser(s) Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Purchaser(s) Name: \_\_\_\_\_ Signed: \_\_\_\_\_

**Witnessed by Carrfields Livestock Agent:**

Name: \_\_\_\_\_ Signed: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

### DECLARATION OF VENDOR SUPPLYING CATTLE

I, \_\_\_\_\_ of  
(address of property) \_\_\_\_\_

being the owner/breeder of the animal(s) identified below,

Tally	Identification (Ear tag number, electronic or other)	Breed	Sex	Age
	<b>Tags:</b>			
	<input type="checkbox"/> Refer to attached profile & or tag list.			
	<input type="checkbox"/> As per supplied Nait File.			
	<input type="checkbox"/> Nait Tags to be scanned at Sale Yards.			

#### Hereby declare that at the time of completing this declaration to the best of my knowledge and belief:

- That the farm (described above), any farm controlled by ourselves and/or any farm on which our animals have been depastured on in the last 6 months, where there has been direct animal contact in the last 6 months, is not under Restricted Place Notice (RPN) from Ministry of Primary Industries (MPI).
- That the farm (described above), any farm controlled by ourselves and/or any farm on which our animals have been depastured on in the last 6 months, where there has been direct animal contact in the last 6 months, has not received a Notice of Direction (NoD) from MPI in the past 6 months.
- In the past 6 months we have not received cattle from a farm which we now know is under RPN, NoD or has confirmed cases of Mycoplasma bovis.
- That the farm (described above), any farm controlled by ourselves and/or any farm on which our animals have been depastured on in the last 6 months, where there has been direct animal contact in the last 6 months, has had no circumstances arise which might lead to a perceived higher risk of animals contracting Mycoplasma bovis.
  - The information that I have provided is true, correct, and complete in every particular.
  - I have checked the identification of the farm/premises/herd/flock, for which I am providing this declaration and it is as specified in this declaration
  - I have read section 127(1) of the Animal Products Act 1999 and I am aware that section 127(1) of the Animal Products Act 1999\* makes it an offence for a person to make a false declaration under that Act

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organisation name (where applicable): \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

\*Section 127 of the Animal Products Act 1999

#### Offences involving deception

(1) A person commits an offence who, with intent to deceive and for the purpose of obtaining any material benefit or avoiding any material detriment,—

(a) Makes any false or misleading statement or any material omission in any communication, application, record, or return for the purpose of this Act, or destroys, cancels, conceals, alters, obliterates, or fails to provide any document, record, return, or information required to be kept or communicated under this Act; or

(b) Falsifies, removes, misuses, alters, misapplies, misrepresents, or fails to apply any brand or material or product description or other form of identification of animal material or animal product required or authorised to be used under this Act; or

(c) Falsifies, removes, misuses, alters, misapplies, misrepresents, or fails to apply any identification, differentiation, or security system or device specified or approved or required under section 158; or

(d) Misrepresents, substitutes in whole or in part, adulterates, or otherwise tampers with animal material or animal product to which this Act applies so that it no longer matches or complies with its identification, description,

certificate, label, or official assurance; or

(e) Falsifies, alters, or misapplies any certificate or declaration or other statutory form attached or relating to any animal material or animal product that is required or authorised to be used under this Act, or any official assurance, or tampers with any animal material or animal product that is subject to such a certificate, declaration, form, or assurance; or

(f) Falsifies, removes, suppresses, or tampers with any samples, test procedures, test results, or evidence taken or seized by an animal product officer, official assessor, or other recognised or authorised person or body in the exercise of their functions or powers under this Act; or

(g) Falsifies, removes, suppresses, or tampers with any samples, test procedures, or test results taken by or for an operator of a registered risk management programme for the purposes of that programme or this Act, or by or for a person subject to the requirements of a regulated control scheme for the purposes of that scheme or this Act; or

(h) Aids, abets, incites, counsels, procures, or conspires with any other person to commit an offence under this section.