

2021 AUTUMN SERVICE BULL PLAN APPLICATION

This agreement dated the _____ day of _____ (Month) 2021 between:

Carrfields Livestock Limited (“Carrfields”) and (“the Purchaser”).

The Purchaser appoints Carrfields as its agent to purchase and sell service bulls pursuant to the terms and conditions set out in this Service Bull Plan Agreement, and in Carrfields’ standard Private Sale Terms and Conditions. This Bull Plan Application must be completed in full, signed and approved by Carrfields prior to the purchase and delivery of the bulls.

PURCHASER

Company Partnership Sole Trader Individual Trust Other (select one)

Entity Name: _____

Full Name: (of individual, trustee, partner or director) _____ **D.O.B:** / /

Full Name: (of individual, trustee, partner or director) _____ **D.O.B:** / /

Address: _____

Postal Address: (if different from above) _____

Telephone: _____ **Email:** _____

GST No: _____ **Carrfields Livestock Account No:** _____

FARM ADDRESSES (where bulls will reside)

Rapid No: _____ **Road Name:** _____ **Location:** _____

Rapid No: _____ **Road Name:** _____ **Location:** _____

Property Owner: _____ **Contact Phone Number:** _____

APPROXIMATE NUMBER OF BULLS REQUIRED

Age: _____ **Breed:** _____ **Tally:** _____ **Approx Delivery Date:** _____ 2021

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Age: _____ **Breed:** _____ **Tally:** _____ **Approx Delivery Date:** _____ 2021

Completion Date: Account to be settled in full on or before 20 September 2021. Any debit balance outstanding after this date will incur 21% penalty interest calculated daily as outlined in Clause 9 of the Carrfields Livestock Bull Plan Terms and Conditions

CONFIRMATION

An administration fee of \$60 + GST per bull will be added to the purchase price of the bulls, payable on or before the 20th September 2021. I have read, understand and agree to the Bull Plan Terms and Conditions as set out in this Carrfields Autumn Service Bull Plan Application.

Purchaser(s) Name: _____ **Signed:** _____ **Date:** _____

Purchaser(s) Name: _____ **Signed:** _____ **Date:** _____

Livestock Agent: _____ **Agent Contact No.** _____

Office Use Only

Contract Number: _____ **Approved By:** _____

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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 this Service Bull Plan Application. 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 8 and 9.**
- 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 the Purchaser's Bull Plan Account an administration fee of \$60 plus GST per Bull.**
- 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 and credits forwarded to the Purchaser's Carrfields Bull Plan Account.**
- 7. Carrfields will not be under any obligation to sell the Bulls if the Bulls and/or any other animal on the Purchaser's farm are subject to any biosecurity risk and/or movement control.**
- 8. 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.**
- 9. In the event that any debit balance is not paid by the completion date, interest will be charged at a rate of 21% pa calculated daily from the Completion Date set out in this Service Bull Plan Application until payment is received in full.**
- 10. 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 will still be liable for the payment in full to Carrfields for the purchase price and any administration fee for that Bull.**
- 11. To satisfy the payment terms of this Bull Plan Agreement, the Purchaser may sell other stock in addition to the Bulls which will be credited to the Purchaser's Bull Plan Account.**
- 12. The Purchaser is responsible for all freight costs related to the Bulls.**
- 13. 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.**