

These Terms and Conditions apply to all livestock entering the Wanderribby Feedlot

Terms and Conditions (“Terms”)

Interpretation

1. In these Terms:
 - 1.1 **“Entry and Access Protocol”** means the biosecurity and/or trucking protocols and procedures established by the Service Provider from time to time to protect the welfare, health and safety of all animals (including the Livestock) on the Property from the entry and spread of pests and diseases;
 - 1.2 **“Business Day”** means Monday to Friday in South Australia, except a day which is a proclaimed public holiday in South Australia;
 - 1.3 **“Entry Date”** means the date that the Livestock Owner wishes to enter the Property or have access to the Livestock;
 - 1.4 **“Exit Date”** means the date that the Livestock leave the Property;
 - 1.5 **“GST”** has the meaning given in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - 1.6 **“Invoice”** means the invoice issued by the Service Provider to the Livestock Owner, which details the Services;
 - 1.7 **“Livestock”** means the livestock owned by the Livestock Owner for which the Service Provider is providing the Services and includes any progeny of the Livestock;
 - 1.8 **“Livestock Owner”** means the owner of the Livestock and/or the lessee as detailed in the “Customer” panel of the Invoice;
 - 1.9 **“Payment Due Date”** means the date that the Invoice is due for payment by the Livestock Owner;
 - 1.10 **“PPSA”** means the *Personal Property Securities Act 2009* (Cth);
 - 1.11 **“Price”** means the total amount payable for the Services as detailed in the Invoice, including applicable GST, and delivery costs;
 - 1.12 **“Property”** means the property owned by the Service Provider located at Wanderribby Cattle Feedlot, Princess Highway, Meningie, SA 5265; and
 - 1.13 **“Services”** means the services to be provided by the Service Provider to the Livestock Owner as set out in the Invoice and clause 5 of these Terms; and
 - 1.14 **“Service Provider”** means Gemlake and/or Wanderribby as detailed in the Invoice.

General

2. These Terms will apply to the supply of the Services by the Service Provider despite any conflicting terms proposed by the Livestock Owner, unless waived in writing by the Service Provider.

Delivery

3. The Livestock Owner will supply the Livestock to the Service Provider on the terms set out below.

4. The Livestock Owner must deliver the Livestock to the Service Provider at the Property with the entire cost to be borne by the Livestock Owner unless otherwise directed by the Service Provider.

Services

5. The Service Provider will provide the Services.
6. The Services include but are not limited to:
 - 6.1 agisting all Livestock on the Property;
 - 6.2 providing for the needs, welfare, health and safety of the Livestock including providing feed and water, providing accommodation (including maintaining pens and water facilities) and induction and exit processes;
 - 6.3 undertake appropriate animal husbandry practices at all times and use best endeavours to ensure that its agents and contractors also abide by such practices;
 - 6.4 perform any other services reasonably requested by the Livestock Owner in relation to the Livestock; and
 - 6.5 providing any other services listed on the Invoice.

Access and Entry

7. The Livestock Owner (and its representatives or agents) are prohibited from entering the Property or having access to the Livestock while the Livestock is on the Property.
8. The Service Provider in its absolute discretion may allow entry and access to the Property if the Livestock Owner:
 - 8.1 gives notices in writing to the Service Provider requesting to enter the Property and/or have access to the Livestock at least 7 Business Days before the Entry Date;
 - 8.2 has paid in cleared funds all monies owed to the Service Provider before the Entry Date; and
 - 8.3 must adhere to the Entry and Access Protocol on entry to the Property.

PPSA

9. Except as expressly permitted by these Terms, the Service Provider must not mortgage, allow a lien to arise over or otherwise encumber in any way the Livestock.
10. Where the Service Provider has supplied the Services by which monies for those Services remains outstanding, the Livestock Owner acknowledges and agrees that:
 - 10.1 these Terms constitute a security interest for the purposes of the PPSA;
 - 10.2 the Livestock Owner grants the Service Provider a purchase money security interest (“PMSI”) under the PPSA in the Livestock and their proceeds to secure all amounts owed by the Livestock Owner to the Service Provider;
 - 10.3 the Service Provider may register the PMSI on the Personal Property Securities Register (“PPSR”);

- 10.4 it will undertake to do all things necessary and provide the Service Provider on request all information the Service Provider requires to register a financing statement or financing change statement on the PPSR;
- 10.5 it undertakes not to change its name in any form or other details on the PPSR without first notifying the Service Provider; and
- 10.6 it will, if required by the Service Provider, pay to the Service Provider the cost of registering and maintaining registration of the Livestock Owner's PMSI on the PPSR, within 7 Business Days of the request.
11. The Service Provider need not give any notice under the PPSA (including a verification statement or financing change statement) unless the notice is required by the PPSA and cannot be excluded.
12. No party may disclose information of the kind referred to in section 275(1) of the PPSA (except where the parties may do so and where required due to the operation of section 275(7) of the PPSA) and the Livestock Owner must not authorise the disclosure of such information.
13. The Livestock Owner agrees that, to the maximum extent permitted by law, it waives any rights it may have pursuant to, and the parties contract out of, sections 95, 118, 123, 125, 128, 129, 130, 132(1), 132(4), 135, 142 and 143 of the PPSA.
14. The Livestock Owner acknowledges that, unless otherwise defined in these Terms, the terms and expressions used in clauses 9 to 14 have the meanings given to them, or by virtue of, the PPSA.

Title and risk

15. In relation to all Livestock, title and risk in the Livestock remains with the Livestock Owner at all times and it is the Livestock Owner's responsibility to insure the Livestock at all times.

Price

16. The Livestock Owner must pay the Service Provider the Price on the earlier of three days following the Exit Date or the Payment Due Date.
17. If the Livestock Owner fails to pay the Price to the Service Provider in accordance with these Terms, the Service Provider will issue a demand for the outstanding amount. If the Livestock Owner fails to pay the outstanding amount within 14 days after such demand is made on the Livestock Owner, the Service Provider may, in its absolute discretion, charge the Livestock Owner interest calculated on the portion of the Livestock Owner's account overdue from time to time at the rate of two percent per month from the date on which such default arose.
18. The Service Provider may sell the Livestock at public auction or by private sale, to recover any monies that remain unpaid for 30 days after the Invoice date.
- 18.1 The Livestock Owner acknowledges and agrees that if any part of the Price remains outstanding on the day that the Livestock are sold to a third party, the Livestock Owner will direct the third party pay all of the outstanding Price payable to the Service Provider prior to collection of the Livestock.

Liability

19. To the maximum extent permitted by law, the Livestock Owner indemnifies and keeps indemnified the Service Provider against any and all claims suffered or incurred by the Service Provider arising out of any negligent act or omission of the Livestock Owner or any breach by the Livestock Owner of these Terms or any applicable law except to the extent that the claim results from the negligence, fault or wilful misconduct of the Service Provider.
20. To the maximum payable Price of the Invoice provided to the Livestock Owner by the Service Provider, the Service Provider indemnifies and keeps indemnified the Livestock Owner against any and all claims suffered or incurred by the Livestock Owner arising out of any negligent act or omission of the Service Provider except to the extent that the claim results from the negligence, fault or wilful misconduct of the Livestock Owner.
21. Notwithstanding anything in clauses 19 and 20 of these Terms, to the maximum extent permitted by law, neither party will be liable for any indirect or consequential loss or damage (including loss of profit or loss of opportunity) whatsoever.
22. These limitations and indemnities continue after the expiration or termination of these Terms.

Termination

23. These Terms may be immediately terminated by the Service Provider if:
 - 23.1 the Livestock Owner is in breach of these Terms and fails to remedy that breach within 7 days of receiving notice to do so; or
 - 23.2 the Livestock Owner fails to pay any amount outstanding to the Service Provider after receiving 7 days' prior notice that the amount is outstanding; or
 - 23.3 the Livestock Owner becomes bankrupt or insolvent.
24. Termination of these Terms does not affect any of the accrued rights and remedies of the Service Provider.

GST

25. If GST is imposed on any supply made under or in accordance with these Terms, the Livestock Owner must pay the Service Provider, an amount equal to the GST payable on or for the taxable supply, subject to the Livestock Owner receiving (if required by law) a valid tax invoice in respect of the supply. Payment of this amount must be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms.

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