



Teys Australia Livestock Agreement Terms & Conditions

- Cattle must be at the meatworks the day before slaughter – curfews vary from plant to plant. Discuss with your buyer at the time of booking.
- Payment is to be made to vendor within 12 days of delivery for slaughter cattle. All cattle are sold on basis of owners risk. Owners Risk means that the sale and payment by The Buyer for the cattle is conditional on there being no outbreak or suspected outbreak of Bovine Spongiform Encephalopathy or Foot and Mouth Disease in Australia after the date of this contract or the carcasses not being condemned at slaughter / boning or rejected for export by authorised meat inspection staff.
- The Vendor / Authorised person warrants that stock consigned are free from Mortgage or any Encumbrance.
- Cattle sole are subject to the deduction of livestock slaughter levy in accordance with The Cattle Transaction Act 1990.
- By signing a contract, the Vendor/Supplier gives their permission for The Buyer to issue recipient created tax invoices for Supplies the Vendor/Supplier makes in the agreement and the Vendor/Supplier confirms that they are registered for GST and will not issue a taxable invoice for the transaction. Recipient Created Tax Invoices will not be issued when any of the RCTI requirements are no longer met.
- The Buyer is registered for GST and will advise Vendor/Supplier when it ceases to be registered for GST.
- If any of the above events occur The Buyer shall be entitled to terminate the contract will not be required to make payment to the vendor for the cattle or provide the vendor any compensation in respect of cattle slaughtered. Upon termination the vendor shall be entitled to the return, at its own cost, of cattle not slaughtered.
- The sale is subject to the vendor being LPA accredited or provisionally accredited and provide us with an LPA National Vendor Declaration.
- All cattle must have an NLIS device. EU accredited cattle must also have a lime green tail tag or approved lime green ear tag. Rumen bolus cattle will not be accepted.
- Prior to entering into an agreement for the delivery of the livestock purchased under the agreement by The Buyer, the Vendor warrants it has made reasonable inquiries with carrier and is satisfied that the carrier has in place systems that take all reasonable steps to minimise the risk of a breach of heavy vehicle fatigue management laws.
- The Vendor is responsible for arranging transport for the livestock unless otherwise agreed in writing. The Vendor agrees that any transport agreement entered into with the carrier will not cause, or be reasonably likely to cause, a breach of heavy vehicle fatigue management laws. The Vendor agrees to immediately notify The Buyer if any transport arrangement will cause or is reasonably likely to cause a breach of heavy vehicle fatigue management laws. In circumstances where a transport agreement will or is reasonably likely to cause a breach of heavy vehicle fatigue management laws, the Vendor must make alternative arrangements with its carrier and, if required to avoid such a breach, amend the delivery times for the livestock in consultation with The Buyer. Trucks exceeding applicable mass limits by more than 5% will be rejected.
- By signing a Livestock Contract both The Buyer and the seller agree to be bound by the contract, except where the performance by The Buyer of any obligation under this Agreement is prevented by reason of an event of Force Majeure, then The Buyer will be excused from, and will not be liable for failure in performance of, that obligation to the extent that performance is so prevented. Force Majeure means any event or circumstance not within the control of The Buyer and which by the exercise of reasonable skill and care but excluding any measures which are not economically feasible The Buyer is not able to prevent or overcome.
- A copy of privacy disclosure statement is available by request to Head Office (PH: 07 3198 9000) or on the Teys Australia website.