



SALEYARDS PRECINCT CASUAL USER AGREEMENT

Local Law No. 14 of 2013

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A. THE AGREEMENT

This Agreement is between:

Buloke Shire Council of 367 Broadway, Wycheproof, Vic, 3527 and the user of the Wycheproof Saleyards:

Name of user: _____

Address: _____

B. PROPOSED DATE FOR USE OF SALEYARDS

_____ (dd/mm/year)

C. TERM OF AGREEMENT

From: _____ am pm

To: _____ am pm

D. CONTACT DETAILS

Council Representative:

Name: _____

Position: Saleyards Manager, Buloke Shire Council

Phone: (03) 5478 0100

Address: P.O Box 1, WYCHEPROOF 3527

User Representative:

Name: _____

Position: _____

Phone: _____

Address: _____

INTRODUCTION

1. The Council is the owner of the Saleyards located at Camp Street, Wycheproof (the Saleyards) and as such has made the Saleyards Precinct Local Law No.14 2013 for the management and administration of the Saleyards including the application of processes and requirements to the use of the Saleyards.
2. The Saleyards is an accredited Saleyard under the National Saleyards Quality Assurance Program (NSQA), which includes requirements about quality assurance and risk management. The Saleyards have been assessed by NSQA as compliant at the time of this Agreement.
3. The Council operates the Saleyards in accordance with the requirements of the *Livestock Management Act 2010* and the *Livestock Diseases Control Act 1994*.

THE COUNCIL AND THE USER AGREE AS FOLLOWS

GENERAL CONDITIONS

4. The User must confirm with the Saleyards Manager of the intended use of the Saleyards no less than 7 days before the date listed in paragraph B `PROPOSED DATE FOR USE OF THE SALEYARDS' or any variation or cancellation of that date.
5. The User accepts that the Saleyards will be inspected by the Saleyards Manager prior to each sale and that any defects and maintenance requirements associated with the Saleyard, including equipment within the Saleyards will be identified and will be withdrawn from access and use until the defect is repaired.
6. A person must not pen livestock within the Saleyards Precinct for more than 24 hours before proposed sale unless the consent of the Saleyards Manager is obtained and the consent is noted on the User Agreement.
7. The User is entitled to access and use all of the facilities in the Saleyard including the kiosk, toilets, showers, education centre, office, truck wash and car parks.
8. The User must pay the fees and charges determined by the Council for the use of the Saleyards within 30 days of receiving the invoice for payment from the Council.
9. The User is required to water the Saleyards to minimise dust prior to use the Saleyards. During the warmer months the Saleyards Manager will water the yards 4 days prior to any sale or as requested.
10. The User must ensure that at the conclusion of Saleyards use that they are left in a reasonable condition to the satisfaction of the Saleyards Manager.

COMPLIANCE WITH REQUIREMENTS

11. The User must:
 - Comply with the requirements of the Council's Saleyards Precinct Local Law No. 14 and the Wycheproof Saleyards Precinct Occupational Health and Safety and Risk Management Manual;
 - Comply with all relevant local, State or Federal Laws applying to Saleyards and the sale of livestock at Saleyards to ensure that the Council is not exposed to risk as a consequence of the User's failure to comply with such laws; and
 - Ensure that all employees or contractors of the User are accredited under any Industry Livestock Standards, NSQA and Occupational Health and Safety schemes for operating at a Saleyard and that such accreditation is maintained for the duration of the Agreement.
12. The User must report to the Saleyards Manager as soon as possible or within 24 hours of the period of use if:
 - Any injury, hazard or near miss that has occurred;
 - Any damage that has occurred during the period of use; or
 - Any defects or faults in equipment which has occurred during the period of use or that is observed by the User.

1. The User must maintain public liability insurance of at least \$20 million and must provide the Saleyards Manager with a copy of certificate of currency of that insurance. The User must indemnify, keep indemnified and hold harmless the Council, Councillors and its staff from, and against all actions, claims, demands and losses that may be claimed to have been incurred at the Saleyards Precinct.
2. The Saleyards Manager has the right to deny access to the Saleyards to the User or User's representative/s if there has been, or continues to be a failure to comply with any terms and conditions contained in this Agreement.

REQUIREMENTS APPLYING TO THE IDENTIFICATION OF LIVESTOCK

3. The User must ensure that the requirements within the *Livestock Diseases Control Act 1994* applicable to the identification of livestock are complied with, including that:
 - The relevant National Vendor Declaration (NVD) is submitted to the Saleyards Manager before the commencement of each sale.
 - The following information is supplied to the Saleyards Manager for inclusion in the National Livestock Identification System no later than 5.30pm on day of sale:
 - a) The date of the sale;
 - b) The total number of animals for each vendor consignment sold or passed in;
 - c) The Property Identification Code (PIC) of the property from which the consignment was dispatched;
 - d) The National Vendor Declaration (NVD) serial number;
 - e) The PIC of the destination property or abattoir; and
 - f) The PICs present on all tags attached by the previous owners for all sheep in the vendor consignment (in the case of non vendor bred sheep where pin post-breeder NLIS sheep tags have not been affixed by the vendor).
 - The Saleyards Manager is provided with a post sale summary in either hard copy or electronic format, or alternatively NVDs accompanying each purchased lot, by no later than 5.30pm on day of sale. When required, the answers to the NVD questions must also be recorded on the post sale summaries that are received.
 - Full transaction records of Mob Based Movement Recording (MBMR) are maintained for 2 years and that such records are available upon the request of the Saleyards Manager and/or Authorised Officer/s.
 - The User's employees engaged in sales activities at the Saleyards have a sound understanding of the legal requirements which apply to MBMR for sheep.
16. If during the period of this Agreement the legislative requirements applying to the identification of livestock are amended, the User must comply with the amended requirements.

RESOLUTION OF DISPUTES

17. If any dispute between the User and the Saleyards Manager arises during the term of this Agreement which cannot be resolved is referred to the Chief Executive Officer of the Buloke Shire Council.
18. If the dispute cannot be resolved by the Chief Executive Officer, the matter may be referred for mediation and resolution to an organisation agreed between the parties that provides dispute resolution services.

Authorised representative of the User:

Signature: _____ Date: _____

BULOKE SHIRE COUNCIL

Saleyards Manager: _____ Date: _____

Director Works & Tech Services: _____ Date: _____