

ROUNDTABLE AGENTS

LIVESTOCK TRANSIT WARRANTY – TERMS AND CONDITIONS

PARTIES

INDEPENDENT AGENTS AUSTRALIA PTY LTD (ACN 641 686 197)
of Suite C, 238 Howick Street, Bathurst NSW 2795
(**Roundtable Agents**)

and

The vendor or purchaser participating in the Transaction
(**Customer**)

1. Introduction

- 1.1 These Terms and Conditions (**Terms**) govern the Livestock Transit Warranty (**Warranty**) provided in connection with any livestock sale or purchase (**Transaction**) facilitated by a Roundtable member agency (**Roundtable Agency**), unless excluded in accordance with clause 7.
- 1.2 By participating in a Transaction, the Customer is deemed to accept these Terms unless a valid Opt-Out Notice has been provided and acknowledged by the relevant Roundtable Agency prior to commencement of the Transport Event.
- 1.3 For each Transaction, the Roundtable Agency is the specific member agency identified on the invoice, settlement statement, or other Transaction documentation. Rights and obligations under these Terms apply solely between the Customer and that identified Roundtable Agency.

2. Definitions

For the purposes of these Terms:

- **ACL** means the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) and its associated Regulations as amended.
- **Carrier** means any livestock transport provider engaged to transport Livestock in connection with a Transaction.
- **Chain of Responsibility Laws** means the *Heavy Vehicle National Law* set out in the Schedule to the *Heavy Vehicle National Law 2023* (Qld), the *Road Traffic (Vehicles) Act 2021* (WA), and laws similar to or modelled on the *Heavy Vehicle National Law*.
- **consumer** is as defined in the ACL, and in determining if the Customer is a consumer, the relevant determination is whether the Customer is a consumer under a Transaction.
- **Delivery Date** means the agreed date on which Livestock must be delivered.
- **Delivery Location** means the agreed delivery point for the Transaction.
- **Fee** means the Warranty fee charged on the sale price.
- **GST** means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

- **Invoice** includes any settlement statement, tax invoice or similar document issued by a Roundtable Agency to the Customer.
- **Livestock** means cattle, sheep or goats transported in connection with a Transaction (in each case other than registered breeding stock)
- **Loading Facilities** means any livestock handling areas used immediately prior to loading Livestock onto a transport vehicle.
- **Opt-Out Notice** means a written notice declining the Warranty for a particular Transaction or for all Transactions with a Roundtable Agency.
- **Transport Event** means the transport of Livestock by a Carrier as arranged by the Customer in accordance with these Terms, and as described in clause 4.3.
- **Welfare Standards** means the Australian Animal Welfare Standards and Guidelines – Land Transport of Livestock.

3. Application of Terms

- 3.1 These Terms apply automatically to all Transactions.
- 3.2 The Warranty applies only to Livestock transported as part of the Transaction.
- 3.3 A Roundtable Agency may amend these Terms for future Transactions by publication or notice to Customers.

4. Warranty

4.1 Warranty Provided

Subject to these Terms and payment of the Fee, the Roundtable Agency warrants that:

- (a) it assumes a contractual obligation to deliver the Livestock alive to the Delivery Location; and
- (b) the Livestock will not require euthanasia immediately after delivery due solely to circumstances arising during the Transport Event.

If the Customer is a consumer for the purposes of the ACL, Roundtable Agents confirms:

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

4.2 Conditions for Coverage

The Warranty applies only where:

- (a) Livestock were fit-to-load under the Welfare Standards immediately prior to loading;
- (b) the Transport Event occurs wholly within Australia; and
- (c) the Transport Event occurs within the applicable Warranty Window Schedule in clause 4.3.

4.3 Warranty Window Schedule

For the purposes of this clause, “loading” includes entry of Livestock into the Loading Facilities.

Transaction Type	Customer Role	Warranty Commences	Warranty Concludes
Private Treaty	Vendor or Purchaser	When Livestock enter the Loading Facilities	When Livestock exit the unloading ramp at the Delivery Location
Auction	Vendor	When Livestock enter Loading Facilities for transport to the auction site	At the fall of the hammer
Auction	Purchaser	At the fall of the hammer	When Livestock exit the unloading ramp at the Delivery Location
On-Foot Movement (<10 km)	Vendor or Purchaser	When Livestock leave the vendor’s property solely for direct delivery	When Livestock enter the Delivery Location

4.4 Spelling During Transport

The Warranty continues during mandatory or operational spelling forming part of a continuous transport journey, provided spelling is for:

- (a) animal welfare compliance;
- (b) driver fatigue management; or
- (c) necessary transport-related operational requirements.

Spelling must not constitute agistment, grazing, holding, or any other on-farm activity unrelated to direct delivery.

5. Exclusions

The Warranty does **not** apply where loss arises from:

- (a) infectious disease, poisoning, pre-existing illness, injury, lameness, or emaciation;
- (b) Livestock not being fit-to-load under the Welfare Standards;
- (c) breach of Chain of Responsibility laws or Welfare Standards by the Customer or Carrier;
- (d) a veterinary movement order;
- (e) incomplete, inaccurate, or non-compliant transport documentation;

- (f) delays, inadequate facilities, or unsafe loading conditions caused or contributed to by the Customer;
- (g) knowingly overloaded or unsafe vehicles;
- (h) fraud, dishonesty, or deliberate conduct by the Customer;
- (i) on-foot movements exceeding 10 km;
- (j) mustering, droving, spelling, grazing or other on-farm movements not part of a continuous delivery;
- (k) spelling overnight or longer unless strictly required for animal welfare compliance.

Each exclusion operates independently.

6. Damages Payable

- 6.1 If Livestock are not delivered alive, or must be euthanised immediately after delivery due to circumstances arising during the Warranty Window, the Roundtable Agency will pay:
- (a) the value of the Livestock based on comparable market prices, less salvage and customary charges (capped at \$5,000 per individual animal, regardless of purchase price);
 - (b) disposal and veterinary costs up to \$20,000;
 - (c) in the case of a vehicle rollover or other major accident, reasonable emergency recovery costs for surviving Livestock, including rounding-up, containment, short-term agistment (not exceeding 72 hours), and emergency transport directly related to the incident, up to a maximum of \$20,000 per Transport Event. Emergency agistment under this clause must be temporary and solely for the purpose of animal welfare and containment. It must not constitute ongoing grazing, husbandry, or commercial agistment.
- 6.2 The maximum liability of the Roundtable Agency is \$250,000 per Transport Event.
- 6.3 Payments under this clause constitute the Customer's sole and exclusive remedy under the Warranty.

7. Opt-Out

- 7.1 The Customer may opt out of the Warranty by delivering an Opt-Out Notice to the relevant Roundtable Agency prior to commencement of the Transport Event.
- 7.2 Each Roundtable Agency manages its own Opt-Out Notices.
- 7.3 If no Opt-Out Notice is received before transport commences, the Warranty applies and the Fee remains payable.

8. Breach of Warranty

- 8.1 If the Customer intends to allege there has been a breach of the Warranty provided for in these Terms, the Customer must:
- (a) notify the Roundtable Agency within 24 hours of any circumstance that may give rise to an allegation that there has been a breach of the Warranty; and

(b) provide all reasonably requested information within 7 days.

8.2 The Customer must preserve evidence and take reasonable steps to mitigate loss.

8.3 The Roundtable Agency will assess the allegation of breach and notify the Customer in writing of the outcome.

8.4 Failure to comply with this clause may result in an allegation of breach being rejected.

9. Fee and Payment

9.1 The Fee applies automatically unless an Opt-Out Notice has been validly issued.

9.2 For vendors, the Fee is deducted from sale proceeds.

9.3 For purchasers, the Fee is added to the Invoice.

9.4 Unless otherwise expressly stated, the Fee is exclusive of GST, and the Customer must pay the Roundtable Agency an amount equal to the GST payable on the Fee in addition to the Fee.

10. Transport Documentation and Carrier Requirements

10.1 Roundtable Agents authorises the Customer to arrange to have the Livestock transported by a reliable and reputable Carrier to the Delivery Location with due care and skill, and in accordance with all applicable laws and Welfare Standards.

10.2 The Customer must ensure:

- (a) the Customer, and not the Roundtable Agency, is named as consignor on all transport documentation;
- (b) all transport documentation is complete, accurate, and compliant with applicable law; and
- (c) the Carrier is reputable, licensed, and compliant with Chain of Responsibility and Welfare Standards

10.2 The Roundtable Agency may request information from the Carrier for the purpose of assessing an allegation of breach of the Warranty, and the Customer must take all reasonable steps to procure that the Carrier provide that information.

10.3 The Carrier is independent and is not an agent of the Roundtable Agency.

11. Liability and Australian Consumer Law

11.1 The Warranty provided for in these Terms is provided in addition to any rights the Customer may otherwise have at law.

11.2 Nothing in these Terms is to be interpreted as excluding, modifying or restricting, or having the effect of excluding, modifying or restricting, the application of any Federal or State legislation applicable to the supply of goods or services that cannot be excluded, modified or restricted.

11.2 All other warranties, guarantees and conditions not expressly stated are excluded to the maximum extent permitted by law.

- 11.3 The Roundtable Agency is not liable for indirect, consequential, or economic loss.

12. Dispute Resolution

- 12.1 Subject to clause 12.6, in the event of a dispute arising under these Terms (**Dispute**), neither the Customer nor Roundtable Agents may commence legal proceedings against the other unless and until it has complied with the dispute resolution process set out in this clause 12.
- 12.2 If a Dispute arises, the Customer and Roundtable Agents must use their best efforts to resolve the Dispute without delay.
- 12.3 If the Parties cannot resolve the Dispute within 7 days of the Dispute arising, the Dispute must be escalated to the parties' respective Managing Directors who must use their best efforts to resolve the Dispute without delay.
- 12.4 If the parties' respective Managing Directors cannot resolve the Dispute within 7 days of its referral to them under clause 12.3, either the Customer or Roundtable Agents may require by written notice to the other that the Dispute be referred to mediation (**Mediation**).
- 12.5 Where the Dispute is referred to Mediation:
- (a) the parties must agree on and appoint a mediator within 5 days of the written notice being given under clause 12.4, and failing agreement, the mediator is to be appointed by the then President of the Law Society of New South Wales;
 - (b) the Mediation must occur within 14 days of appointment of the mediator, on such procedural as agreed or, failing agreement, as stipulated by the mediator; and
 - (c) the costs of the mediator and any venue costs must be shared equally by the parties, but the parties must bear their own costs of their advisers preparing for and attending Mediation.
- 12.6 Nothing in this clause 12 prevents or restricts either party from applying to a court of competent jurisdiction for urgent interlocutory relief.

13. Governing Law

- 13.1 These Terms are governed by the laws of the State or Territory in which the facilitating Roundtable Agency is located, and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and of courts entitled to hear appeals from those courts.
- 13.2 If any provision (or part of a provision) of these Terms is unenforceable it must be read down to be enforceable, or if it cannot be read down, the provision (or part of the provision) must be severed from the Terms without affecting the enforceability of the remaining provisions.
- 13.3 A notice must be in writing and handed personally or sent by email to the last known address of the addressee.