

## **FARRER WHITE SUFFOLKS 2018**

**Farrer Memorial Agricultural High School will be retaining Semen Retention Rights in the following rams in 2018.**

**Lot 1: Farrer 170211**

**Lot 2: Farrer 170015**

**The specific Semen Retention Rights details with regard to these rams will be either:**

**Semen Retention Rights - Delayed Delivery**

**OR**

**Semen Retention Rights - Immediate Delivery**

**This will be announced on 12<sup>th</sup> September 2018. If you intend to bid on these rams at the Annual On - Property Ram Sale, please make sure you check the delivery details on the morning of the sale. If you have any questions please contact Darren Smith 0413911182.**

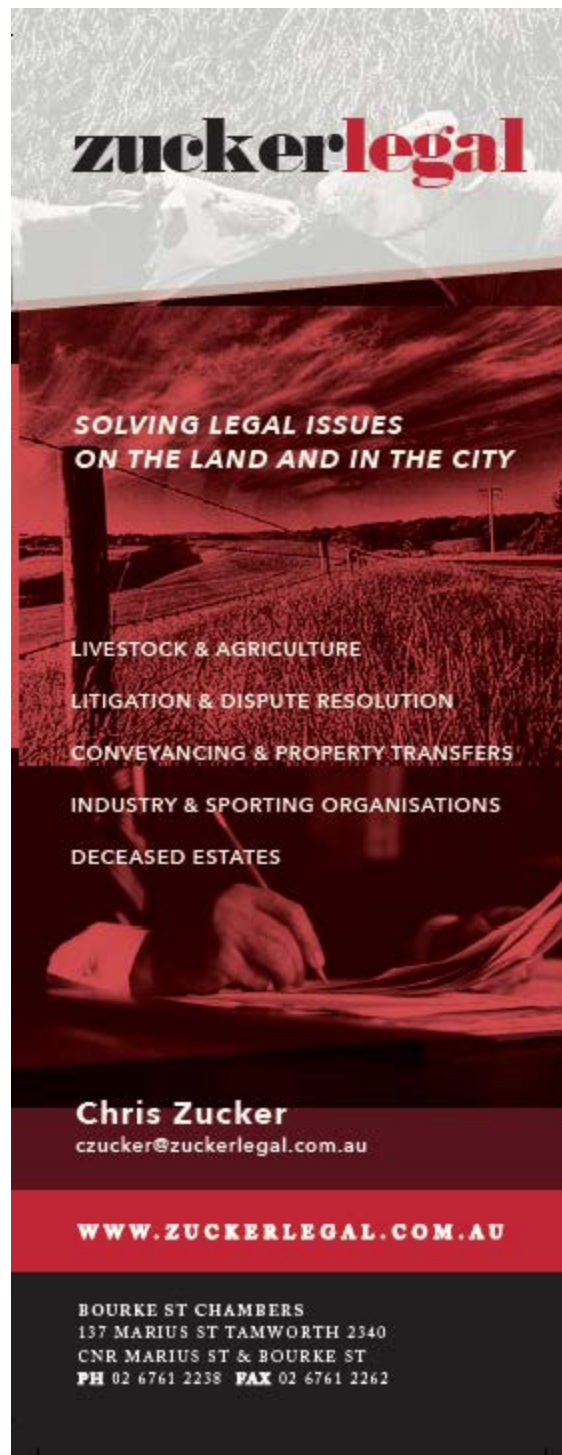
## SEMEN RETENTION RIGHTS NOTICE

This Notice forms part of the Terms and Conditions of Sale of Angus bulls/White Suffolk rams at the Farrer Memorial Agricultural High School Annual On-Property Sale. A Purchaser who bids for any bull or ram at the sale agrees that, by bidding, the Purchaser is bound by the provisions of this Notice and, if the Purchaser is bidding for someone else, the principal is also bound.

1. The vendor of all livestock is the *State of New South Wales by its Department of Education* through Farrer Memorial Agricultural High School (**Farrer**).
2. Any rights that are preserved or created by this Notice in favour of Farrer are rights of the *State of New South Wales by its Department of Education through Farrer Memorial Agricultural High School*.
3. The auctioneer may declare that Semen Retention Rights apply to a particular animal. If no such declaration is made, or if the auctioneer declares **Outright Sale**, or words to that effect, then:
  - (a) The Purchaser may take immediate delivery of the animal;
  - (b) Farrer has no Semen Retention Rights; and
  - (c) The Purchaser buys the animal and all the semen rights of the animal outright.
4. If the auctioneer declares that **Semen Retention Rights - Delayed Delivery** applies to a particular animal then the Purchaser does not obtain immediate possession of the animal and the following provisions apply:
  - 4.1 Farrer will deliver the animal to a Semen Collection Centre determined by Farrer for extraction of semen;
  - 4.2 Not later than 8 weeks after the sale Farrer will deliver the animal from the Semen Collection Centre to the Purchaser at such address in Queensland, New South Wales, Victoria or South Australia as the Purchaser notifies to Farrer; and
  - 4.3 All of the rules in paragraph 6 apply.
5. If the auctioneer declares that **Semen Retention Rights - Immediate Delivery** applies to a particular animal then the Purchaser is entitled to immediate possession of the animal but the rules in paragraph 6 apply.
6. The rules for Semen Retention Rights are:
  - i. The commercial rights to the semen of the animal are forever owned by Farrer and the rights of the Purchaser as to semen of the animal are limited to use, naturally or by way of artificial insemination, on the Purchaser's own herd or flock. The Purchaser does not have any right to sell or otherwise commercially deal with the semen or semen rights of the animal.

- ii. The names of all members of any syndicate, partnership or some other joint arrangement of ownership of the animal must be listed on the bidder card at registration prior to the sale.
  - iii. The Purchaser (which includes all members of any syndicate, partnership or other joint arrangement) does not have the right or legal ability to sell, lease, transfer or otherwise deal with fractions or portions of the Purchaser's interest in the animal and can only sell, lease, transfer or otherwise deal with the whole of the interest in the animal.
  - iv. If the Purchaser transfers the animal whether by way of sale, gift or otherwise then the transferee is bound by these rules and the Purchaser agrees to obtain the agreement of the transferee to these rules and to guarantee the performance of the rules by the transferee to Farrer.
  - v. Farrer can, at any time during the life of the animal, by notice to the Purchaser or the person in possession of the animal, require the animal to be delivered, at the cost of Farrer, to a Semen Collection Centre for the purpose of extraction of semen and thereafter return, at the cost of Farrer, to the place from which the animal was collected. Any semen so extracted becomes and remains the property of Farrer.
  - vi. The decision as to when to call in an animal for semen extraction and where to take the animal is that of Farrer.
  - vii. Farrer has unrestricted rights to the use, which includes sale or breeding, of the semen of any animal to which Semen Retention Rights apply.
  - viii. The Purchaser has no right to clone the animal.
7. Any notification concerning Semen Retention Rights may be sent:
- In the case of Farrer to the School at Tamworth by mail or email to the address which the School will notify to the Purchaser upon request; or
  - In the case of the Purchaser to the name and address notified by the Purchaser at the time of sale or such other name and address as may be notified by the Purchaser to Farrer from time to time.
8. If an animal is purchased by a syndicate, partnership or some other joint arrangement then all members are taken, by authorising the bidder, to agree to be bound by the terms of this Notice.
9. The risk of any animal while Farrer is exercising its rights pursuant to these rules is that of Farrer but any liability of Farrer only arises in the case of fault on the part of Farrer and damages are limited to the value of the animal as at the date of any injury to it or the amount paid at the sale for its purchase whichever is the lesser.
10. Neither the auctioneer, Farrer nor the Purchaser are entitled to vary the terms of this Notice unless such variation is recorded in writing and agreed in writing by all parties.

Farrer Memorial Agricultural High School thanks Christopher Zucker from ZUCKER LEGAL, Tamworth for their assistance in complying this Semen Retention Rights Notice.

A vertical business card for Zuckerlegal. The top section features the logo 'zuckerlegal' in a bold, sans-serif font, with 'zucker' in black and 'legal' in red. Below the logo is a photograph of a person's hands holding a white cloth over a field. The middle section has a red-tinted background with the text 'SOLVING LEGAL ISSUES ON THE LAND AND IN THE CITY' in white. Below this is a list of services: 'LIVESTOCK & AGRICULTURE', 'LITIGATION & DISPUTE RESOLUTION', 'CONVEYANCING & PROPERTY TRANSFERS', 'INDUSTRY & SPORTING ORGANISATIONS', and 'DECEASED ESTATES'. The bottom section is dark red with white text for 'Chris Zucker' and 'czucker@zuckerlegal.com.au'. A red bar at the bottom contains the website 'WWW.ZUCKERLEGAL.COM.AU'. The very bottom is black with white text for the address: 'BOURKE ST CHAMBERS', '137 MARIUS ST TAMWORTH 2340', 'CNR MARIUS ST & BOURKE ST', and 'PH 02 6761 2238 FAX 02 6761 2262'.

**zuckerlegal**

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ON THE LAND AND IN THE CITY**

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