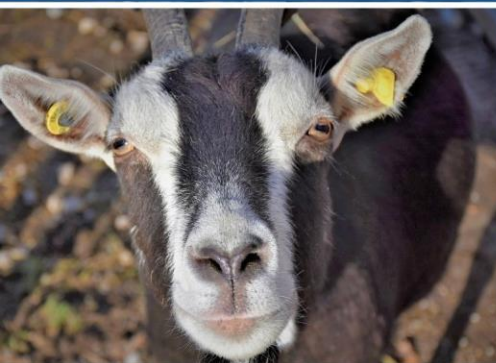




Regional Livestock Exchange Local Law 2021



Adopted: 16 November 2021
Commenced: 16 November 2021

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Part 1 – Preliminary

1.1 Legislation

Swan Hill Rural City Council's Regional Livestock Exchange Local Law 2021 is made under section 71(1) of the Act.

1.2 Objectives

The objectives of this Local Law are to:

- a) assist in the documentation of procedures and the expectations of Swan Hill Regional Livestock Exchange users such that accreditation to the National Saleyards Quality Accreditation can be achieved;
- b) provide for the setting and collection of fees from Stock Agents and Vendors selling livestock through the Swan Hill Regional Livestock Exchange and to prescribe the level of those fees;
- c) enable the Swan Hill Regional Livestock Exchange Manager to prescribe the days and hours during each day on which sales can be held at the Swan Hill Regional Livestock Exchange;
- d) protect Council assets and facilities at the Swan Hill Regional Livestock Exchange;
- e) promote and enforce appropriate adherence to occupational health and safety practices at the Swan Hill Regional Livestock Exchange;
- f) control and prevent behaviour within the Swan Hill Regional Livestock Exchange which is a nuisance, or which may be detrimental to health and safety;
- g) control the use of the Swan Hill Regional Livestock Exchange at all times;
- h) control the use of dogs at the Swan Hill Regional Livestock Exchange;
- i) regulate smoking and the consumption of alcohol at the Swan Hill Regional Livestock Exchange; and
- j) provide for fair and reasonable treatment of animals, and the application of adequate animal husbandry practices at the Swan Hill Regional Livestock Exchange.

1.3 Power to make this Local Law

Council's authority to make this Local Law is contained in Division 3 of Part 3 of the Act.

1.4 Commencement date

This Local Law comes into operation on the day on which it is made by Council.

1.5 Application of the Local Law

This Local Law applies to the Swan Hill Regional Livestock Exchange identified in the map shown and described in Schedule 2.

1.6 Definitions

In this Local Law

Act:	means the <i>Local Government Act 2020</i> .
Agent Licence Agreement:	means the agreement between Council and a Selling Agent which defines the conditions upon which Stock Agents may use the Saleyards for the selling of livestock as referred to in clause 4.1.1 of this Local Law.
Authorised Officer:	means a person appointed by the Council to be an authorised officer under section 224 of the <i>Local Government Act 1989</i> .
Council:	means Swan Hill Rural City Council.
Holding pens:	are livestock pens which have an accessible water supply and may or may not be used for auction purposes.
Livestock:	means an animal (including a bird) of any species used in connection with primary production or kept or used for recreational purposes or for the purposes of recreational sport, other than a dog or cat.
Livestock Cartage Contractor:	means any company, partnership or person engaged in the transport of livestock to and from the Saleyards and includes all agents and employees of such carriers.
Non-working Dogs:	are dogs not used for the purpose of guiding the movement of livestock within the Saleyards.
Owner:	includes the vendor and purchaser of stock, but may also include the owner of a pet.

- Penalty unit:** has the same meaning as in the *Sentencing Act 1991*.
- Purchaser:** means any person who purchases livestock at the Saleyards.
- Saleyards:** means the area of land occupied by and for the operations of the Swan Hill Regional Livestock Exchange located as shown and described in Schedule 2.
- Saleyards Supervisor:** means the person appointed by Council in charge of the day to day running of the Swan Hill Regional Livestock Exchange.
- Saleyards Manager:** means the person appointed by Council from time to time as the manager of the Saleyards.
- Selling Agent:** means a person who has entered into an Agent Licence Agreement with the Saleyards Manager pursuant to Clause 2.6.1.
- Vendor:** means a person or company whose livestock are offered for sale at the Saleyards.

Part 2 – Use of the saleyards

2.1 Use of Swan Hill Regional Livestock Exchange

The conditions of consent to use the Saleyards are as follows:

- a) An agent proposing to use or operate at the Saleyards must first obtain written consent in the form of an *Agent Licence Agreement* shown in Schedule 3, from Council's Chief Executive Officer, or their delegate;
- b) Consent granted under this clause is conditional on the applicant providing an indemnity to the Council against all suits, actions, proceedings, claims, demands, costs, expenses, losses and damages for which it becomes or may become liable in respect of, or arising out of, any personal injury or loss or damage of property suffered by any persons in connection with the agents use of the Saleyards;
- c) Every agent operating within the Saleyards shall be responsible for the payment to the Council of the dues and fees prescribed and any variations from time to time of these dues and fees; and
- d) Use of the Saleyards will include the use of allocated pens, ramps and drafts on regular sale days, and the provision for special sales.

2.2 Allocation of Sale Days

- 2.2.1 Allocation of sale days at the Saleyards throughout the year shall be undertaken by the Saleyards Manager in consultation with the Selling Agents.
- 2.2.2 The Saleyards Manager may consent to the holding of special sales. Such sales must be booked in accordance with the Saleyard Booking Procedure found in NSQA manual section 2.1.2. The holding of special sales is at the discretion of the Saleyards Manager who may require the payment of a cash bond. In the event that a bond is required, the Saleyards Manager must refund the bond if the special sale is held and all fees and charges payable under this Local Law have been paid.

Sales Before and After Opening or Closing of Market or on Non-Sale Days.

- 2.2.3 No person may offer animals for private or public sale in the Saleyards before the commencement of or after the conclusion of, the market, nor upon a day not fixed as a day upon which the market is open without the written approval of the Saleyards Manager.

2.3 Pre-Sale Notifications

- 2.3.1 Each Selling Agent proposing to sell livestock at a sale must notify the Saleyards Manager in accordance with the Saleyards Operating Procedure. The Saleyards Manager may refuse to accept late notifications.
- 2.3.2 Each Selling Agent has a duty to ensure that notifications of livestock numbers and livestock classifications given to the Saleyards Manager are reasonably accurate.

2.4 Penning of Livestock

The following requirements apply to the penning of livestock:

- a) The receipt, handling and delivery of stock shall be the responsibility of the selling agent, offering stock for sale at the Saleyards;
- b) A person must not pen livestock at the Saleyards more than 24 hours prior to the commencement of the sale at which the livestock is to be sold, unless prior permission is obtained from the Saleyards Manager;
- c) The owner of livestock must ensure that such livestock are removed by no later than 3pm on the first day after the sale unless prior permission is obtained from the Saleyards Manager. After this period, the Saleyards Manager may direct that livestock be adequately fed, watered and relocated to holding yards.
- d) Livestock ~~se~~ provided with feed must be allowed sufficient time to consume feed prior to relocation.
- e) Livestock in all holding pens must be provided with accessible water supplies and appropriate levels of feed by the owner or the owner's livestock agent by booking from the site hay stacks;
- f) The Saleyards Manager may provide feed and water for penned livestock to ensure animal welfare and may recover the expenses incurred from the owner;
- g) A person must not unload or pen livestock at the Saleyards which are not connected with a sale at the Saleyards unless permission is first obtained from the Saleyards Manager and the appropriate fee, as determined in accordance with Council's Annual Fees and Charges is paid. The Saleyards Manager may allocate pens and yards for the holding of such stock; and
- h) Despite clause 2.4 (g) livestock (other than diseased livestock) may be penned in emergency situations, subject to the Saleyards Manager being advised immediately thereafter. An emergency situation is defined as a vehicular break down, livestock loading problems or in-transit animal welfare difficulties.

2.5 Stray Stock

Unauthorised livestock found to be present in the Saleyards, before or after the nominated times in clause 2.2 shall be considered to be stray, unclaimed or abandoned livestock.

NOTE: Livestock identified as stray, unclaimed or abandoned shall be dealt with in accordance with the provisions of the Impounding of Livestock Act 1994.

2.6 Selling Agents and Fees

2.6.1 A Selling Agent shall not sell livestock at the Saleyards unless the Selling Agent has signed an Agent Licence Agreement with the Council.

2.6.2 Council may, from time to time, determine the fees, yard dues and charges to be paid by Selling Agents which may include an administrative or processing fee or charge. All fees, yard dues and charges shall be as set out in Council's Annual Fees & Charges Schedule which is available for public inspection.

- 2.6.3 All fees, yard dues and charges, must be paid within 14 days of issue of an invoice.
- 2.6.4 Council may determine an interest rate to be levied on late payments of fees, yard dues and charges as advised in the Agent Licence Agreement
- 2.6.5 The Saleyards Manager may direct a Selling Agent or vendor who has defaulted in the payment of any fees, yard dues, charges or penalties not to take part in any sale and such person must comply with that direction.
- 2.6.6 Default in payment of any fees, yard dues, charges or penalties may result in cancellation of the relevant Agent Licence Agreement with the defaulting Agent by the Saleyards Manager.

2.7 Responsibility for Livestock

- 2.7.1 The security and care of livestock is the responsibility of the owner or the owner's appointed agent at all times.
- 2.7.2 All livestock penned at the Saleyards prior to or following a planned livestock sale event are placed there at the risk of the owner of the stock.
- 2.7.3 An owner of livestock must ensure that livestock are appropriately cared for whilst livestock remain at the Saleyards.
- 2.7.3 A person must only feed livestock in those areas of the Saleyards designated by the Saleyards Supervisor for that purpose with agent supplied fodder or feed, and must be accompanied with a fully completed commodity vendor declaration as per Biosecurity management plan.



Part 3 – Behaviour

3.1 Offensive or Dangerous behaviour

3.1.1 Unless otherwise authorised by Council, a person must not, while in the Saleyards:

- a) Behave in a manner which disturbs or obstructs any person in the use of the Saleyards;
- b) Offend against decency whether by means of language, conduct or dress;
- c) Smoke within the Saleyards (which is a Public Area);
- d) Damage, destroy, write on, interfere with, remove or affix anything to any building, improvement or structure of any kind, or the unimproved area of the Saleyards, without the permission of the Saleyards Manager;
- e) Consume, or have in his or her possession, in an unsealed container, any alcohol;
- f) Throw, deposit or leave any refuse or rubbish therein except in such bins or container as may be provided for that purpose;
- g) Refuse or neglect to carry out the reasonable directions or request of the Saleyards Manager or Supervisor; or
- h) The owner of the livestock shall be deemed responsible for offering their livestock for sale free of disease and fit for sale. Failing to do so is considered to be an offence.

Exclusion from the Swan Hill Regional Livestock Exchange

3.1.2 Any person who behaves in a manner which in the opinion of the Manager of Saleyards or Supervisor is undesirable, offensive or not in the best interests of the Saleyards may be excluded from the Saleyards as directed by the Manager for such period as the Manager may direct.

3.1.3 Any person not complying with a direction from the Manager given shall be guilty of an offence.

3.2 Dogs

3.2.1 A person must not while in the Saleyards:

- a) allow their dog to roam at large;
- b) allow their dog into any building;
- c) bring a non-working dog into the Saleyards; or
- d) allow a bitch on heat into the Saleyards.

3.2.2 The owner of any dog, or person in charge of a dog, which is in the Saleyards must:

- a) keep the dog effectively muzzled at all times; and
- b) keep the dog under effective control at all times.

3.3 Vehicles

- 3.3.1 The Saleyards Manager may designate an area of the Saleyards as a truck washing area.
- 3.3.2 A person must not use the truck washing area in the Saleyards for the cleaning of a vehicle unless that vehicle is specifically used for livestock transportation or unless specific permission is granted by the Saleyards Supervisor.
- 3.3.3 A person must not leave a vehicle standing in the Saleyards so that any part of the vehicle:
- (a) obstructs entrances, exits or ramps; or
 - (b) interferes in any way with the proper movement of vehicular, pedestrian or animal traffic.

3.4 Dead/Injured Stock

A person must not unload dead or injured livestock into the Saleyards unless as part of an emergency procedure as defined in clause 2.4(h).

3.5 Hindrance of Staff

A person must not hinder the Saleyards Supervisor or an Authorised Officer in the performance of their duties.

3.6 Moving Stock

- 3.6.1 A person must not move livestock in the Saleyards without the permission of the owner of the livestock or the Saleyards Supervisor.

Removing the Stock

- 3.6.2 No person other than an authorised person shall remove any livestock from the Saleyards.

NOTE: For the purposes of this clause "authorised" means authorised by the relevant owner, agent or other representative of the relevant owner, or Saleyards staff.

3.7 Unsafe Areas/Dangerous Practices

- 3.7.1 The Saleyards Supervisor may designate any area or structure in the Saleyards as being unsafe or as an area or structure limited to specific persons.
- 3.7.2 A person must not be found in an area or on a structure contrary to the Saleyards Supervisor's designation.
- 3.7.3 A person must not open any gate or the lock or fastening mechanism of any gate if such opening:
- a) is likely to lead to the escape of any livestock;
 - b) is in a designated area or structure as defined in this clause; or
 - c) places any person at risk.

3.8 Selling of Sundry Items

- 3.8.1 A person must not sell anything at the Saleyards other than livestock sold in accordance with this Local Law without the permission in writing of the Saleyards Manager.
- 3.8.2 Notwithstanding clause 3.8.1 the Saleyards Manager may, at their discretion, allow a person to sell goods if, in the opinion of the Saleyards Manager, such goods are ancillary to stock, livestock husbandry or are ancillary to the operations of the Saleyards.
- 3.8.3 Fees and charges may be applicable for such trading and such fees and charges shall be prescribed annually in Council's Fees and Charges Schedule.

3.9 Access to Saleyards

A person must not enter or remain upon the Saleyards unless there for a lawful purpose associated with the conduct of sale of livestock or an activity authorised by the Saleyards Manager.



Part 4 – Agent Licence Agreement

4.1 Application for an Agent Licence Agreement

- 4.1.1 The Saleyards Manager may prepare or cause to be prepared an Agent Licence Agreement regulating the selling of livestock from the Saleyards. The form of the Agent Licence Agreement must be made available for inspection by the public.
- 4.1.2 A person who wishes to apply to sell livestock from the Saleyards must apply in writing to the Saleyards Manager, sign an Agent Licence Agreement and pay any fee as set out in Council's Fees and Charges Schedule.

4.2 Livestock Cartage Contractors

A Livestock Cartage Contractor must in connection with the Saleyards:

- a) Comply with all lawful directions of the Saleyards Manager or Supervisor in relation to transport, loading and unloading of livestock at the Saleyards;
- b) Comply with all relevant legislation and regulations governing the transport of Stock;
- c) Comply with all relevant legislation and regulations in relation to the carrier's vehicles; and
- d) Comply with all relevant legislation, regulations, codes of practice, Saleyards Operating Procedures and this Local Law in respect of the use and operation of the Saleyards and all occupational health and safety matters.

4.3 Reporting

The Saleyards Manager may report any matter to any appropriate authority if, in their opinion, such matter warrants an investigation.



Part 5 – Enforcement and penalties

5.1 Offences

A person who contravenes or fails to comply with any provision of this Local Law, including a direction given by an Authorised Officer or Person is guilty of an offence and liable to –

- a) a penalty of 20 penalty units; and
- b) a further penalty of 2 penalty units for each day after a finding of guilt for an offence during which the contravention continues.

5.2 Infringement Notices

- 5.3.1 As an alternative to a prosecution, an Authorised Officer may issue an infringement notice for offences specified in Schedule 1 of this Local Law in accordance with the *Infringements Act 2006*.
- 5.3.2 Schedule 1 of this Local Law sets out the infringement penalty which is fixed in respect of each offence for which an infringement notice may be issued.
- 5.3.3 Each penalty in Schedule 1 of this Local Law may be doubled in the event that a second or subsequent offence is committed within a 12 month period.

Schedule 1 - Infringement Penalties in respect of offences against this Local Law.

Clause.....	Offence	Penalty Units
2.4 (g)	Unauthorized unloading or penning of livestock not for sale	1
2.7.3.....	Feeding livestock in non feeding area	1
3.1.1 (a) ...	Offensive behaviour	1
3.1.1 (c) ...	Smoking in the Saleyards	1
3.1.1 (d) ...	Damage to building, improvement, structure or unimproved area	2
3.1.1 (e) ...	Consuming alcohol	1
3.2.1 (a) ...	Dog roaming or in building	1
3.2.2 (a) ...	Unmuzzled dog	1
3.2.2 (b) ...	Ineffective control of dog	1
3.2.1 (c) ...	Non-working Dogs in Saleyards	1
3.2.1 (d) ...	Bitches on heat in Saleyards	1
3.3.2	Use of truck wash by non Livestock Transporter	1
3.3.3 (a) ...	Vehicle obstruction	1
3.4.....	Unload of dead or injured livestock to Saleyards	1
3.5.....	Hindrance of Staff	1
3.6.1.....	Unauthorised moving of livestock	1
3.7.2	Access to unauthorised area	1
3.7.3.....	Effects of opening of gates	1
3.8.1.....	Unauthorized sales	1
3.9.....	Entry into Saleyards without reason and trespass	1

Schedule 2 - Location of Swan Hill Regional Livestock Exchange

The Swan Hill Regional Livestock Exchange site comprises 1.6 hectares of land approximately five kilometres from the centre of Swan Hill.

The land is within one allotments: Lot 6 PS400972F.



Schedule 3 - Agents Licence Agreement

Terms and Conditions of Contract to Operate

From and Within the Swan Hill Regional Livestock Exchange

I/We.....

Of

Agree to observe and be bound by the express and implied contractual terms and conditions to operate from and within the *Swan Hill Regional Livestock Exchange*. These include, but are not limited, to the following:

Covenant to observe and adhere to all relevant Local, State and/or Federal laws, whether express or implied, as far as they relate to this contract or the direct or indirect use or dealings of or in connection with the *Swan Hill Regional Livestock Exchange*.

Responsibilities of Council

Council is responsible for ensuring overall compliance of the livestock exchange with the industry standard.

Responsibilities include:

- to provide for the administration and management of the Council owned and operated Livestock Exchange
- to protect Council assets and facilities and maintain these in a condition suitable for the intended use of the Livestock Exchange
- to provide a safe and healthy environment
- to promote and enforce appropriate adherence to occupational health and safety practices at the Livestock Exchange
- to provide and maintain a NLIS compliant system and work collaboratively with all agents operating at the Livestock Exchange

Responsibilities of the Agent

Code of Conduct

A person must not whilst in the Exchange:

- behave in a manner which disturbs or obstructs any person in the use of the Exchange.
- throw, deposit or leave any refuse or rubbish therein except in such bins or containers as may be provided for that purpose.
- distribute any poster, notice, advertisement, handbill, placard or like except with the permission of the Regional Livestock Exchange Team Leader or Supervisor.
- without authority from the Regional Livestock Exchange Team Leader or Supervisor post or affix bills on or otherwise wilfully or negligently deface or damage any part of the buildings, fences, pavements, equipment or machinery of such Exchange.
- refuse or neglect to carry out the reasonable directions or request of the Regional Livestock Exchange Team Leader or Supervisor,
- the agent of livestock shall be deemed responsible for offering their livestock for sale free of disease and fit for sale. Failing to do so is considered to be an offence.

Any person who behaves in a manner which, in the opinion of the Regional Livestock Exchange Team Leader or Supervisor is undesirable, offensive or not in the best interests of the Exchange, may be excluded from the Exchange as directed by the Regional Livestock Exchange Manager or their delegate for such period as the Regional Livestock Exchange Manager may direct.

Public Liability

The agent shall at all times during the term of the agreement be the holder of a current Public Liability Policy for an amount of not less than \$10 Million and which provides Principals liability cover. A Certificate of Currency of such insurance must be included in the registration of this Contract and forwarded to *Swan Hill Rural City Council* annually.

The Agent shall inform *Swan Hill Rural City Council* as soon as practical and without undue delay of any alternations or changes to the Public Liability Insurance cover, including a cancellation, discontinuance of the Policy or any other change that may adversely affect the Swan Hill Rural City Council.

The agent must indemnify, keep indemnified and hold harmless the Council and it's Councillors and staff from and against all actions, claims, losses, damages, penalties, demands or costs consequent upon occasioned by or arising from any negligent action by the agent including any obligation of the agent under this agreement.

Industry Standards

Ensure that all employees and contractors of the Agent are accredited under any livestock industry standards, National Saleyards Quality Assurance (as applicable), Occupational Health and Safety Schemes, and Swan Hill Rural City Council Occupational Health and Safety policy and guidelines, are inducted in the yards and maintain such accreditation during the term of the Contract.

Fees and Dues

The Council shall, by resolution, from time to time, prescribe fees and dues which shall be payable by Agents for the selling or offering for sale of livestock in the Exchange or for the use of the Exchange. The payment of all fees and charges as determined Swan Hill Rural City Council is the responsibility of the Agents who must make such payment within fourteen days (14) of receipt of the tax invoice from *Swan Hill Rural City Council*.

Sales

Special Sales

Special sales may be held on days approved by the Regional Livestock Exchange Manager/Team Leader or Supervisor as Council's delegate. An applicant who desires to hold a special sale must apply in writing to the Regional Livestock Exchange Manager/Team Leader or Supervisor not less than 14 days before the proposed sale. The Regional Livestock Exchange Manager/Team Leader or Supervisor may grant the use of the whole or part of the Exchange to a person for a day which is not a regular sale day.

Pre-sale Procedure

- Agents must notify the Regional Livestock Exchange Team Leader or Supervisor 48 hours prior to a proposed sale at the Exchange about the approximate number of livestock to be sold and the classification of the livestock to be sold.
- The Regional Livestock Exchange Team Leader or Supervisor may refuse to accept late notifications, and refuse permission to proceed with a sale.
- Agents have a duty to ensure, as far as practicably possible, that notification of stock numbers and stock classifications are accurate.
- Each selling agents must only use selling pens and ramps allocated to them unless by mutual consent with the selling agent to which the pens have been allocated.

- All hours of selling and times for the commencement of auctions will be determined by the Regional Livestock Exchange Manager/Team Leader or Supervisor after consultation with selling agents.

Penning of Stock

- The receipt, handling and delivery of stock shall be the responsibility of the selling agent, offering stock for sale at the Exchange.
- A person must not pen stock at the Exchange more than 24 hours prior to the commencement of the sale at which the stock is to be sold, unless prior permission is obtained from the Regional Livestock Exchange Team Leader or Supervisor.
- Stock must be removed no later than 3:00pm on the first day after the sale.
- The Regional Livestock Exchange Team Leader or Supervisor may permit stock to be left at the Exchange longer than the specified time, provided that the agent or owner make suitable arrangements to water and feed the stock to the satisfaction of the Regional Livestock Exchange Team Leader or Supervisor.
- Animals so provided with feed must be allowed sufficient time to consume feed prior to relocation.
- Stock must be provided with accessible water and appropriate levels of feed by the owner or agent acting on their behalf.
- The Regional Livestock Exchange Team Leader or Supervisor may provide feed and water for penned stock to ensure animal welfare and may recover the expenses incurred from the owner.
- No person shall feed stock held in the selling pens.
- Agents must not receive, sell, expose or offer for sale within the Exchange livestock, which are not in a healthy condition.

After hours use of stock yards

- No individual or group shall utilize the market area for out of sale hours uses without the express written permission of Council, detailing the time, date and circumstances of such approved use.
- A person must not unload or pen stock at the Exchange which are not connected with a sale without the permission of the Regional Livestock Exchange Team Leader or Supervisor.
- All stock passing via the exchange on consignment to other destinations without involvement in a sale within the Exchange will be subject to normal yard fees, at the discretion of the Regional Livestock Exchange Manager. Such stock will be scanned and movement recorded.
- No person other than an authorised person shall remove any livestock from the Exchange. For the purposes of this clause "authorised" means authorised by relevant owner, agent or other representative of the relevant owner, or Exchange staff.

Mob Based Movements

Agents must ensure that staff working for the agency understand the legal requirements which apply to mob-based movement recording for sheep and goats.

Ensure that the following information will be supplied to the Swan Hill Regional Livestock Exchange Team Leader or Supervisor for uploading to the National Livestock Identification System:

- (a) the date of sale;
- (b) the total number of animals for each vendor consignment sold or passed in;
- (c) the PIC of the property from which the consignment was dispatched (From PIC);
- (d) the National Vendor Declaration (NVD) serial number; and
- (e) the PIC of the destination property or abattoir (To PIC); and

- (f) the PICs present on all tags attached by the previous owners for all sheep or goats in the vendor consignment (in the case of non-vendor bred sheep or goats where pink post-breeder NLIS sheep tags have not been affixed by the vendor).

Maintain full transaction records of all Mob Based Movement Records (MBMR) for two years and make these records available upon request, if required, for audit purposes;

Ensure that no portable scanning equipment assigned to agents to collect, manage and distribute data, leaves the livestock exchange:

- assigned equipment is maintained in good working order at all times
- any broken or lost equipment is to be promptly replaced at the expense of the agent.

Livestock Identification

The selling agent must keep a true and correct record the following details about the sale of each animal in each lot under their care in a saleyard and provide the information to the saleyard operator to enable cattle movements to be registered on the NLIS database.

- Date
- Vendor PIC
- Buyer PIC
- NVD serial number

Where the buyer is a livestock agent and is uncertain of the destination PIC, the agent may provide their Agents's PIC to the saleyard, but then are required to transfer the cattle to the correct destination PIC, on the NLIS database within seven days as per NLIS (Cattle) traceability standards ref S1.3.5

Sale records must be available for confidential examination by the Council for statistical and traceability purposes.

Dogs

An Agent must not in the Exchange:

- a) without the permission of the Regional Livestock Exchange Team Leader or Supervisor use at any time more than two dogs to muster, drive or draft livestock.
- b) permit any dog under his or her control not to be muzzled effectively whilst within the Exchange.
- c) permit any dog to roam at large within the Exchange or act outside of effective control.

Livestock Cartage Contractors

A livestock cartage carrier shall comply with:

- a) all lawful direction of the Regional Livestock Exchange Team Leader or Supervisor in relation to the use of the Exchange
- b) all relevant legislation and regulations governing the transport of livestock.
- c) all relevant legislation, regulation and codes of practice affecting animal welfare and animal husbandry.
- d) all relevant legislation and regulation in relation to the carrier's vehicles.
- e) all relevant legislation, regulation, codes of practice and this Local Law in respect of use and operation of the Exchange and all occupational health and safety issues.

Reporting

The Regional Livestock Exchange Team Leader or Supervisor may report any matter to any appropriate authority if, in his/her opinion, such matter warrants investigation.

Any faults and major maintenance issues must be reported to the Swan Hill Regional Livestock Exchange Team Leader or Supervisor within twenty-four (24) hours of ascertaining the fault or issue.

The Agent acknowledges that the *Swan Hill Rural City Council* has the right to deny access to the *Swan Hill Regional Livestock Exchange* to any Agent or Agent Representative who fails to abide by any of the terms and conditions contained in this agreement.

The parties agree to:

- Maintain a strong and sustained collaborative relationship;
- Undertake their respective responsibilities as outlined in this agreement;
- Refer any disputes relating to this agreement with the Chief Executive Officer of Council and the Swan Hill Livestock Agents Association for discussion and resolution, and if necessary for an external arbitration process agreed by both parties;
- Explore and facilitate other collaborative activities that are not specified in but are in accordance with the intent of this agreement.

Print name: Position:

Signed:Dated:

Authorised by *Swan Hill Rural City Council*

Print name: Position:

Signed:Dated: