

**CITY OF
BALLARAT**



BALLARAT CITY COUNCIL

**LOCAL LAW NO. 12
SALEYARDS LOCAL LAW**

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LOCAL LAW NO. 12

PART 1

PRELIMINARY

1.1 Title

This is Local Law No.12 adopted by the Ballarat City Council, titled the Saleyards Local Law and is referred to below as this Local Law.

1.2 Objectives

The objectives of this Local Law are:-

- (a) to provide for the administration and management of the Ballarat Livestock Selling Centre (also known as the Central Victorian Livestock Exchange (CVLX) by conferring discretionary authority on the Manager to manage the Saleyards on Council's behalf.
- (b) to assist in the documentation of procedures and the expectations of Saleyard users such that accreditation to NSQA can be achieved.
- (c) to enable the Manager to set and collect fees from vendors selling stock in the Saleyards and to prescribe the level of those fees.
- (d) to enable the Manager to prescribe the days and hours during each day on which sales can be held at the Saleyards.
- (e) to protect Council assets and facilities at the Saleyards.
- (f) to promote and enforce appropriate adherence to occupational health and safety practices at the Saleyards.
- (g) to control and prevent behaviour which is a nuisance, or which may be detrimental to health and safety.
- (h) to control the use of dogs at the Saleyards.
- (i) to regulate smoking and the consumption of alcohol at the Saleyards.
- (j) to provide for the administration of Council's powers and functions.
- (k) to control the quality of livestock products through the fair and reasonable treatment of animals and the application of adequate animal husbandry practices.

1.3 Power To Make This Local Law

Council's authority to make this Local Law is contained in Part 5 of the *Local Government Act 1989*.

1.4 Repeal of Local Law

From the date of operation of this Local Law Ballarat City Council's Saleyards Local Law – Local Law No. 12 will cease to operate and is repealed.

1.5 Scope of This Local Law

This Local Law applies to the Saleyards.

1.6 Definitions

"Agent Licence Agreement" means the agreement between the Manager and a Selling Agent referred to in Clause 4.1(a) of this Local Law.

"Authorized Officer" means a person authorized by the Council under this Local Law.

"Council" means the Council of the City of Ballarat.

"Fee Schedule" means the schedule of fees, yard dues, and charges referred to in Clause 2.6(b) of this Local Law.

"Holding Pens" are those stock pens which have accessible water supplies generally not used for auction purposes.

"Livestock Cartage Contractor" means any company, partnership or person engaged in the transport or livestock to and from the saleyards and includes all agents and employees of such carriers.

"Manager" means RLX Operating Company Pty Ltd, being a body on whom Council has conferred authority under section 114(a) of the *Local Government Act 1989* in accordance with this Local Law.

"Non-working Dogs" are dogs not used for the purpose of guiding the movement of stock.

"Owner" includes the vendor and purchaser of stock.

"Purchaser" means any person who purchases stock at the Saleyards.

"Saleyards" means the area of land occupied by and the operations of the Ballarat Livestock Selling Centre located at Latrobe St, Delacombe, Ballarat, Victoria.

"Saleyards Advisory Committee" is the Ballarat Livestock Selling Centre Saleyards Advisory Committee which is established by Council and the Manager to provide advice in relation to the Saleyards.

"Saleyards Infringement Review Panel" means the Panel set up by the Council from time to time for the purpose of administering Clause 5.3 of this Local Law. The Saleyards Infringement Review Panel shall comprise such third line manager as Council may from time to time appoint and a representative of the Saleyards Advisory Committee.

"Saleyards Manager" means the person appointed by the Manager from time to time as the manager of the Saleyards.

"Saleyards Operating Procedures" means the operating procedures set by the Manager for the Saleyards from time to time in accordance with this Local Law.

"Selling Agent" means a person who has entered into an Agent Licence Agreement with the Manager pursuant to Clause 2.6 (a).

"Stock" includes any age or breed of cattle, horse, pig, sheep or goat.

"Vendor" means a person or company whose stock are offered for sale at the Saleyards.

"Working Dog" is a dog used for the purpose of guiding the movement of stock.

1.7 Empowerment Provision

Subject to the provisions of this Local Law, the Manager has the discretionary authority to:

- (a) appoint a Saleyards Manager to carry out the day to day operations of the Saleyards;
- (b) set operating procedures for the Saleyards;
- (c) set fees, dues and charges for the Saleyards; and
- (d) set and enter into Agent Licence Agreements with Selling Agents, for the purposes of this Local Law.

PART 2

2.1 Market Days

- (a) The Saleyards Manager, in consultation with the Saleyards Advisory Committee, may determine the days and hours for the holding of sales at the Saleyards.
- (b) The Saleyards Manager may consent to the holding of special sales. Such sales must be booked in accordance with the Saleyards Operating Procedures. 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.

2.2 Pre-Sale Procedures

- (a) Each Selling Agent proposing to sell stock at a sale must notify the Saleyards Manager in accordance with the Saleyards Operating Procedures. The Saleyards Manager may refuse to accept late notifications.
- (b) Each Selling Agent has a duty to ensure that notifications of stock numbers and stock classifications are accurate.

2.3 Allocations

- (a) After receiving notifications of classified stock numbers from Selling Agents the Saleyards Manager must allocate to each selling agent such selling pens, ramps and selling times as deemed appropriate by the Manager.
- (b) Selling Agents must only use the selling pens and ramps allocated to them.
- (c) Nothing in Clause 2.3 (b) prevents the Saleyards Manager from reallocating selling pens and ramps at the request of a selling agent or Selling Agents.
- (d) Each Selling Agent must only sell stock within the selling times allocated by the Saleyards Manager.
- (e) All hours of selling and times for commencement of auctions will be determined by the Saleyards Manager.
- (f) Each Selling Agent must only sell stock within the classifications determined by the Saleyards Manager.

2.4 Penning of Stock

- (a) A person must not pen stock at the Saleyards 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 Saleyards Manager.
- (b) Stock should be removed no later than 8.00pm on the first day after the sale. After this period, the Saleyards Manager may require animals to be adequately fed, watered and relocated to holding yards.
- (c) Animals so provided with feed must be allowed sufficient time to consume feed prior to relocation.
- (d) Stock in all holding pens must be provided with accessible water supplies and appropriate levels of feed by the owner.
- (e) The Saleyards Manager may provide feed and water for penned stock to ensure animal welfare and may recover the expenses incurred from the owner in accordance with the Fee Schedule.
- (f) A person must not unload or pen stock 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 the Fee Schedule, is paid. The Saleyards Manager may allocate pens and yards for the holding of such stock.

Penalty: 5 penalty units.

- (g) Notwithstanding Clause 2.4 (f) stock may be penned in emergency situations, subject to the Saleyards Manager being advised immediately thereafter and appropriate fees being paid in accordance with the Fee Schedule. An emergency situation is defined as vehicular break down,

stock loading problems, animal husbandry practice. Diseased stock are excluded.

2.5 Stray Stock

- (a) The Saleyards Manager must designate an area in the Saleyards as an area for the keeping of stray or unclaimed stock.
- (b) Stray or unclaimed stock, after being held for 7 days, may be offered for sale by the Saleyards Manager at any regular or special sale.
- (c) The proceeds of such sale will be retained by the Manager.
- (d) If within that time any person who is able to satisfy the Saleyards Manager that he or she was the owner of any stray or unclaimed stock, must be paid the proceeds of the sale of their stock, subject to Clause 2.5 (f).
- (e) The Saleyards Manager is not obliged to consider any claims made after 7 days.
- (f) The Saleyards Manager may provide feed and water for stray stock to ensure animal welfare and may recover the expenses incurred from the owner in accordance with the Fee Schedule.

2.6 Selling Agents and Fees

- (a) A Selling Agent shall not sell stock at the Saleyards unless the Selling Agent has signed an Agent Licence Agreement with the Manager.
- (b) The Manager may from time to time after consultation with the Saleyards Advisory Committee 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 must be set out in a Fee Schedule and made available for inspection by the public.
- (c) The Manager must give notice of any proposal to alter fees, yard dues and charges at least 30 days prior to adopting the proposal.
- (d) All fees, yard dues and charges, must be paid within 14 days of issue of invoice.
- (e) The Manager may from time to time determine an interest rate to be levied on late payments of fees, yard dues and charges. The penalty interest rate shall be advised in the Agent Licence Agreement.
- (f) The 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.

2.8 Responsibility for Stock

- (a) The security and care of stock is the responsibility of the Owner or the Owner's appointed agent at all times.

- (b) All stock penned at the Saleyards are placed there at the risk of the Owner of the stock. The Owner must ensure that stock are appropriately cared for whilst stock remain at the saleyard.
- (c) A person must only feed stock in those areas of the Saleyards designated by the Saleyards Manager for that purpose.

Penalty: 5 penalty units.

PART 3 BEHAVIOUR

3.1 Offensive/Dangerous Behaviour

A person must not in the Saleyards:-

- (a) Behave in a manner which disturbs or obstructs any person in the use of the Saleyards.

Penalty: 5 penalty units.

- (b) Smoke within any area where smoking is prohibited by legislation either in force now or in the future.

Penalty: 5 penalty units.

- (c) 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.

Penalty: 10 penalty units.

- (d) Consume alcohol.

Penalty: 5 penalty units.

3.2 Dogs

- (a) A person must not while in the Saleyards:-

- (i) Allow their dog to roam at large.

Penalty: 5 penalty units.

- (ii) Allow their dog into any building.

Penalty: 5 penalty units.

- (b) The owner of any dog must keep the dog effectively muzzled at all times.

Penalty: 5 penalty units.

- (c) The owner of any dog must keep the dog under effective control at all times.

Penalty: 5 penalty units.

(d) For the purposes of this Clause 3.2 the owner of a dog includes any person using or in charge of the dog.

(e) Non-working Dogs are prohibited from the Saleyards.

Penalty: 5 penalty units.

(f) Bitches on heat are prohibited from the Saleyards.

Penalty: 5 penalty units.

3.3 Vehicles

(a) The Saleyards Manager may designate an area of the Saleyards as a truck washing area.

(b) A person must not use the truck washing area for the cleaning of a vehicle unless that vehicle is specifically used for livestock transportation.

Penalty: 10 penalty units.

(c) A person must not leave a vehicle standing in the Saleyards so that any part of the vehicle:-

(i) obstructs entrances, exits or ramps.

(ii) interferes in any way with the proper movement of vehicular, pedestrian or animal traffic.

Penalty: 5 penalty units.

3.4 Dead/Injured Stock

A person must not unload dead or injured stock into the Saleyards, other than in areas designated for that purpose by the Saleyards Manager.

Penalty: 10 penalty units.

3.5 Obstruction

A person must not obstruct the Manager or the Saleyards Manager in the performance of anything the Manager or the Saleyards Manager is empowered to do under this Local Law.

Penalty: 10 penalty units.

3.6 Moving Stock

A person must not move stock in the Saleyards without the permission of the Owner of the stock or of the Saleyards Manager.

Penalty: 10 penalty units.

3.7 Unsafe Areas/Dangerous Practices

- (a) The Saleyards Manager may designate any area or structure in the Saleyards as being unsafe or as an area or structure limited to specific persons.
- (b) A person must not be found in an area or on a structure contrary to the Saleyards Manager's designation.

Penalty: 5 penalty units.

- (c) A person must not open any gate or the lock or fastening mechanism of any gate if such opening:-
 - (i) is likely to lead to the escape of any Stock, or
 - (ii) places any person at risk

Penalty: 10 penalty units.

3.8 Selling of Sundry Items

- (a) A person must not sell anything at the Saleyards other than stock sold in accordance with this Local Law without the permission in writing of the Saleyards Manager.

Penalty: 5 penalty units.

- (b) Notwithstanding Clause 3.8 (a) the Saleyards Manager may at his discretion allow a person to sell goods if in the opinion of the Saleyards Manager such goods are ancillary to stock, stock husbandry or are ancillary to the operations of the Saleyards.

3.9 Access to Saleyards

A person may not enter or remain upon the Saleyards unless there for a lawful purpose associated with the conduct of sale of Stock, and specifically no person shall trespass upon or remain upon the Saleyards without the approval of the Saleyards Manager.

Penalty: 10 penalty units.

PART 4 AGENT LICENCE AGREEMENT

4.1 Application For an Agent Licence Agreement

- (a) The Manager may from time to time set an Agent Licence Agreement regulating the selling of stock from the Saleyards. The form of the Agent Licence Agreement must be made available for inspection by the public.
- (b) A person who wishes to apply to sell stock from the Saleyards must apply in writing to the Manager, sign an Agent Licence Agreement and pay the fee as set out in the Fee Schedule.

4.2 Livestock Cartage Contractors

A Stock cartage carrier must:

- (a) Comply with all lawful directions of the Saleyards Manager in relation to transport, loading and unloading of Stock at the Saleyards;
- (b) Comply with all relevant legislation and regulations governing the transport of Stock;
- (c) Comply with all relevant legislation and regulation in relation to the carrier's vehicles;
- (d) Comply with all relevant legislation, regulation, 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 issues.

PART 5 ENFORCEMENT AND PENALTIES

5.1 Offences

- (a) Where any provision in this Local Law requires that something may not be done at all, any person who does that act is guilty of an offence.
- (b) Where any provision in this Local Law requires that something may not be done between specified hours of the day or night, during specified months of the year, or in or at specified locations or specified parts of those days or locations, any person who does that act between the hours, during the months, on the days, in or at the location or a specified part is guilty of an offence.
- (c) Where any provision in this Local Law requires that a person obtain a consent or Agent Licence Agreement from the Manager or Saleyards Manager before engaging in any particular activity, that person is guilty of an offence if that person engages in that activity without a current consent or Agent Licence Agreement from the Manager or Saleyards Manager (unless the Manager or Saleyards Manager in its discretion has waived the requirement for a consent or Agent Licence Agreement).
- (d) Where any consent or Agent Licence Agreement under this Local Law contains conditions any person who contravenes or fails to comply with a condition of a consent or Agent Licence Agreement is guilty of an offence.
- (e) Where any provision in this Local Law requires that something must be done, any person who fails to do that act is guilty of an offence.

5.2 Penalties

- (a) Schedule 1 of this Local Law sets out penalties for infringement notice purposes which may be issued as an alternative to prosecution in respect of offences against this Local Law.

- (b) Where any provision of this Local Law sets a penalty for an offence the penalty may be doubled in the event that a second or subsequent offence is committed within a 12 month period.

5.3 Infringement Notices

- (a) An Authorized Officer may, after first issuing a warning, issue and serve a Local Law infringement notice on a person whom the Authorised Officer believes has committed an infringement referred to in Schedule 2 requiring the person to pay the penalty for that offence within 28 days of the issue of the infringement notice.
- (b) If a person issued with an infringement notice makes a written representation to the Saleyards Infringement Review Panel within 28 days of the issue of the infringement notice the Panel may, within 28 days of the representation and after considering any submissions from the Authorized Officer and the person, instruct the Authorized Officer to either proceed with the infringement notice or withdraw the infringement notice.
- (c) Subject to sub-clause (k) the decision of the Panel on any representations received will be final.
- (d) The Authorized Officer may at any time withdraw an infringement notice either as a result of consideration of any representations made to the Panel or with a view to prosecuting for an offence.
- (e) Where an infringement notice is withdrawn, the person upon whom it was served is entitled to a refund of any payment which that person has made on the infringement notice.
- (f) Any person served with a local law infringement notice is entitled to disregard the notice and defend the prosecution in Court.

BALLARAT CITY COUNCIL
SALEYARDS LOCAL LAW
LOCAL LAW NO. 12

SCHEDULE 1

Penalties For Infringement Notice Purposes In Respect Of Offences Against This Local Law.

Offence	Penalty Units
2.4 (f) Unauthorized unloading or penning of Stock not for Sale	1
2.8 (c) Feeding stock in non feeding area	1
3.1 (a) Offensive behaviour	1
3.1 (b) Smoking in prohibited area	1
3.1 (c) Damage to building, improvement, structure or unimproved area	2
3.1 (d) Consuming alcohol	1
3.2 (a) Dog roaming or in building	1
3.2 (b) Unmuzzled dog	1
3.2 (c) Ineffective control of dog	1
3.2 (e) Non working dogs in Saleyards	1
3.2 (f) Bitches on heat in Saleyards	1
3.3 (b) Use of truck wash by non Livestock Transporter	2
3.3 (c) Vehicle obstruction	1
3.4 Unload of dead or injured stock to Saleyards	2
3.5 Obstructing the Manager or Saleyards Manager	2
3.6 Unauthorised moving of stock	2
3.7 (b) Access to unauthorised area	1
3.7 (c) Dangerous practices	2
3.8 (a) Unauthorized sale	1
3.9 Entry into Saleyards without reason or trespass	2

The Common Seal of the Ballarat City Council was hereunto affixed in the presence of:)
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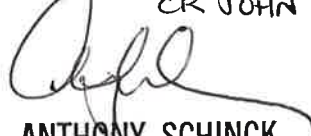


Mayor (or)  CR JOHN BURT OAM

Councillor

Councillor (and)  CR JOHN PHILIPS

Chief Executive Officer


ANTHONY SCHINCK
CHIEF EXECUTIVE OFFICER