



Australian Stock Horse
SOCIETY

Fountain of Youth 2024

National Approved ASH Led Yearling Sale
ONLINE SALE - LED Yearlings ONLY

"Where Success Begins"

Nutrien
Equine

AuctionsPlus – 4.00pm Friday 15th March to 6.30pm Monday 18th March 2024

When a timer will control the end of the sale, based on bidding activity.

Sale Agent - Nutrien Ag Solutions Limited - ABN 73 008 743 217

CONDITIONS OF SALE

The complete SOCIETY REGULATIONS for Approved ASH Sales (including Vendor, Organiser and Agent Responsibilities), Drugs Policy and Identification of Horses are available from Head Office or the Society's Website – ashs.com.au

CONDITIONS OF SALE - In entering the above horse in the 2024 Fountain of Youth Sale, the vendor understands and accept the following:

- Conducting any sale must comply with any State law for the state where the sale is held. Any requirements under government legislation or any common law requirement takes precedence over Society Rules and Regulations.
- Vendors must be familiar with all Society's Regulations, in particular Approved ASH Sales, Identification and Inspection of Horses, Member's Codes of Conduct, Drugs Policy and the like.

At time of Nomination

- The name of the vendor must be the same as the name of the Registered Owner which the horse is currently registered with the Society. The Registered Owner must be a Financial Member of the Society for 2024 by 5th January 2024. The horse must be Australian Stock Horse registered at time of nomination, otherwise the nomination will not be accepted. Nominations must be lodged with the Agent by close of nominations.
- ONLY horses born between 1st August 2022 and 31st July 2023 are eligible for nomination. Remarks on the horse must be restricted to a maximum of forty words. Comments found to be excessive will be shortened. References to other breeds are not permitted in the catalogue.
- Nomination will not be approved until the Vendor Declaration is signed by the Registered ASH Owner (or authorised person with Society) and submitted to the ASHS Head Office. Nomination fee will be charged by Nutrien Ag Solutions (Nutrien) and must be paid in full. **Nomination fees are not refundable.** Once a horse has been accepted into the catalogue, there is no refund on the nomination fee.
- **The vendor understand the Society's Vendor's Duty of Disclosure** - the Vendor must disclose the following facts: Positive results for Genetic Disorders as a carrier or affected (with the Society or other Associations); any horse addicted to windsucking, showing any symptoms of being a wobbler or roarer; cryptorchids or showing a visible deformity of the genitalia or where the vendor has retained semen or embryos in the vendor's remarks and printed in the sale catalogue. In situations whereby facts are not known at time of printing, the vendor is responsible for ensuring the agent and potential purchasers are aware of any such facts. (vendors should refer to the Society's Rules & Regulations).

Sale Agent

- Sale Agent is Nutrien Ag Solutions Limited - ABN 73 008 743 217. **The minimum start up price for bidding is set at \$3,000.** Nomination fees are not refundable. The Transfer fee for sold horses will be deducted by the Agent from the Sale Proceeds.
- Commission will be payable by the vendor to the Sale Agent in respect of each Lot catalogued and sold. Commission is 7% of the sale price and is applicable from day of sale to 14 days after the advertised sale date, whether sold at Auction or Private Treaty.
- Vendors are responsible for ensuring the contact details, taxation information (ABN, Business name & GST, or hobbyist) and sale proceeds instructions are accurately provided to the sale agent – Nutrien Ag Solutions, Tamworth for the purpose of the sale.

Online ASH Sales

- The horse must have No Prohibited Substance present when being paraded, offered for sale and on delivery to the purchaser. The Society or purchaser may request a blood or urine sample to be collected by a licenced veterinarian within 48 hours of the sale ending for the purpose of drug testing (at their cost), prior to collection of the horse. The sale agent must be notified of testing and the agent may withhold payment. Results must be available within 14 days of purchase to enable delivery to be completed within 14 days of sale. If the horse returns a positive test, a sale may be rescinded and penalties may apply, in accordance with the Society's rules for No Prohibited Substances.
- Youth under 18 years of age must wear an equestrian helmet approved by the current Australian Standards Association or International equivalent, which MUST be securely fastened under the chin when riding or handling a horse for purpose of demonstrating or offering the horse for sale.
- Inspections of horses will be submitted by video footage to the sale organiser or agent for a Society Inspector to review. Under exceptional circumstances and by negotiation with the sale organiser or agent, horses may be inspected by a Society Inspector at an agreed location. The horse will be inspected in accordance with the Approved ASH Sale rules for identification purposes and may be rejected if the registration and horse being offered are not consistent, or suitably prepared or presented for the sale.
- All required documentation, including a completed and signed Transfer Application, the horse's Original Certificate of Registration and any other relevant documentation must be in the hands of the sale agent a minimum of 10 days prior to the sale commencing. Transfer Applications will only be valid where the agent has declared the horse as sold.
- Potential purchasers wishing to have a pre-sale veterinary inspection must make the necessary arrangements with the vendor and the inspection must be completed prior to the sale commencing, at the purchasers expense. Potential purchasers are advised to make all necessary enquiries and assessments prior to the sale commencing.

- The Society’s Rules & Regulations for Approved ASH sales will remain valid, where deemed appropriate, for an online sale. The terms and conditions for sale and delivery of the horse will be provided by the sale agent.
- The vendor in nominating a horse in an online sale, understands and accepts the terms and conditions for delivery times for collection of the horse by the purchaser.

Catalogue

- The information contained in the catalogue is based on details provided to The Australian Stock Horse Society Limited by Members for the purpose of the Society’s record keeping. Whilst exercising due care, the Society is unable to guarantee the accuracy or authenticity of such information and cannot accept any responsibility.
- It is the responsibility of the Vendor to check the accuracy of the details printed in the sale catalogue in respect of the Vendor and/or the horse nominated and bring to the attention of the Sale Agent and auctioneer prior to the sale any error or defect. The Australian Stock Horse Society Limited does not accept any responsibility for loss or damage suffered by a Vendor in respect of any such error or defect.
- Any dispute in relation to any statements, guarantees or warranties offered by the vendor shall be against the vendor only. Any dispute of this nature will be for the vendor and purchaser to resolve and is not the responsibility of The Australian Stock Horse Society or Sale Agent.
- Being an online sale, photographs (video optional) must be submitted to the agent for promotion of the horse. ALL Yearlings must only be shown as LED horses in all images.

Sale Incentives

- Horses sold at the 2024 Fountain of Youth sale will be eligible for the 2yo FOY Challenge Sale Incentive Event at the 2025 National Show (*Conditions apply). The FOY Challenge Sale Incentive events for 3yo and 4yo & over horses at the 2025 National Show will be open to all previous FOY Sale graduates (horses sold at FOY sales). The FOY Challenge Sale Incentives at the 2024 and 2025 National Show will include the following events with a \$10,000 prize pool for each event (*Conditions Apply):
- | Events | 2024 National Show | 2025 National Show |
|--|--------------------|--------------------|
| 2yo FOY Challenge* (Ridden & Utility) | \$10,000 | \$10,000 |
| 3yo FOY Challenge* (Working & Utility) | \$10,000 | \$10,000 |
| 4yo & over FOY Challenge* (Working & Cattle) | \$10,000 | \$10,000 |
- The FOY Challenge Sale Incentives and prizemoney offered at the 2026 National Show will be at the discretion of the Board. Such discretion may include a change to incentive conditions, events offered, introduction of a maximum age, a combination of events, or discontinuation of FOY challenge events in lieu of other sale incentives.
 - All Vendors, Purchasers and other participants acknowledge that any incentive program offered by the Society (whether involving the opportunity to participate in future events and/or to compete for prizemoney and other incentives) is subject to the Society being able to offer such events. Circumstances beyond the control of the Society (including but not limited to change of law or government policy, pandemic, biosecurity risks, natural events including storm, earthquake or flooding, strikes or other industrial activity or civil commotion may result in the postponement or cancellation of any such event. The Society makes no warranty in relation to the incentive programme or the events proceeding as planned and shall not be liable to any person for any claim or loss that might arise in relation to the incentive programme or the conduct, postponement, cancellation or otherwise of any such event in such circumstances. Any fees paid by any such Vendor, Purchaser or participant in respect of any incentive program or event shall (unless determined otherwise by the Society) be non-refundable.

VENDOR DECLARATION – FOY 2024 Sale

VENDOR NAME: _____ **Membership No:** _____ **(Registered Owner)**

Horse’s Registered Name	Registration Number

- I/we agree for the Society to effect an official transfer** for any horses listed as sold and this form will be a Transfer Form for the purposes of effecting the Transfer. The Vendor irrevocably appoints the agent, the attorney of the Vendor, to sign on behalf of the Vendor (or its nominee or authorised agent as the case may be), the Transfer Application in the event that the Vendor fails to do so, as required under the Society’s Rules & Regulations. The transfer fee for sold horses will be deducted from the sale proceeds.
- By nominating a horse,** the vendor accepts the sale will be held ONLINE only, not interfaced with any physical auction.
- By nominating a horse,** the vendor agrees to abide by the trading terms of the sale agent and the User Agreement and Sale Terms of the Online Sale provider. The vendor also agrees to the privacy policies pertaining to the Society, sale agents and Online Sale provider.
- By signing this form,** I/we have read and acknowledge the Conditions for Approved ASH Sales and agree to act in accordance with The Australian Stock Horse Society Limited Rules & Regulations, Code of Conduct and ASHS policies.

SIGNATURE OF VENDOR – Must be the Registered Owner (or authorised agent with ASHS) of the nominated horse/s.

Send SIGNED Declaration to: info@ashs.com.au