



# CONDITIONS FOR APPROVED ASH SALES

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](http://ashs.com.au)

In relation to Approved ASH Sales, members should be familiar with all the Society's Regulations, in particular the following main points:

1. **All horses must be Australian Stock Horse Registered.** If the horse's registration has not been finalised by the close of nominations, the horse will not be accepted into the catalogue.
2. To enter horses in the sale, the vendor must be a **Financial Member of the Society** for the year that the sale will be conducted. The name of the vendor must be the same as the name of the owner under which the horse is currently registered.
3. **All Nomination Forms must be submitted to the Sale Agent with payment of nomination fees.**
4. Once a horse has been accepted into the catalogue, there is no refund on the nomination fee. **Nomination Forms without a vendor's signature will not be accepted.**
5. Owners are required to compare the horse's Certificate of Registration to the horse being nominated (prior to entering the horse) into an ASH event; ie, sex, colour, brands, markings, etc. Owners are advised to review the Society's Regulations in relation to Horse Identification, in particular the verification of brands and markings policies. A horse may be **REJECTED** from an Approved ASH Sale under the Identification Regulations due to a brand or marking discrepancy.
6. The Inspector may **REJECT** a horse from the sale if the horse does not comply with the following conditions: The horse should be prepared and presented suitably for the sale and should be free of undesirable characteristics and conformation faults.
7. **All stallions or colts, 4 years and over**, at time of sale must be Sire Registered, **DNA Recorded and 6 panel Genetic Disorder Tested.**
8. Remarks on the horse should be restricted to a maximum of forty words. Comments found to be excessive will be shortened. References to other breeds are not permitted during the sale or in the catalogue.
9. **VENDOR'S DISCLOSURE – Genetic Disorders, Cryptorchids, Windsucking, wobblers, roarers, retained embryos or semen must be disclosed 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 Rules & Regulations, Section 3 – Registration of Horses, rule 13.3.**
10. The following must be disclosed by the Vendor prior to sale, and the Auctioneer will disclose these facts at time of sale:
  - Horses recording a positive result for **Genetic Disorders** as a carrier or affected, with the Society or other Associations.
  - Any horse addicted to **windsucking** or showing any symptoms of being a **wobbler** or **roarer**.
  - Any horse being a **cryptorchid** or showing a **visible deformity of the genitalia**.
  - Where the Vendor has **retained semen or embryos**.
11. **Drugs Policy - All horses competing in Australian Stock Horse Society (ASHS) events or being offered at ASH Approved Sales are subject to a No Prohibited Substance rule. This means that no Prohibited Substance is to be administered to the horse in the time before an event or sale such that it, or any ingredient or metabolism of it, might be present in the horse, might be detectable in its blood, saliva and/or urine samples, or might have any effect on its performance at the time of the event or sale.**
12. 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.
13. By nominating a horse in this sale, I/we agree to be bound by the Rules, Regulations and Codes of Conduct governing the affairs of the Society.
14. Neither the organising committee, nor the Agents, nor The Australian Stock Horse Society Limited accept any liability for any accident, damage, injury to horses, riders, beasts, ground, spectators, or any other person or property whatsoever.

## ADDITIONAL CONDITIONS OF SALE

(as requested by the Organiser/Agent and approved by the Board)

- **All horse movements must be in accordance with DPI requirements for any State the horse is being transported.**
- **Minimum start up price \$4,000.**
- A Society Inspector appointed for sale must inspect each horse prior to being paraded for the sale. **Inspections and pre-works will be held on Friday, 28<sup>th</sup> March 2024.** It is the responsibility of the owner to ensure that the horse is presented for inspection.
- Vendors to provide photographs and videos to Sale Agents prior to sale.
- The original Certificate of Registration must be delivered to the Society Inspector at time of inspection.
- A ridden demonstration/parade will be conducted prior to the sale. All yearlings must be led and all other horses must be ridden.
- Vendors acknowledge, horses may be purchased online during the onsite auction. In which case, vendors may be responsible for care of the horse until delivery, as specified under the Online Sale Users Agreement, or the Trading Terms of the sale agent.
- Commission will be payable by the vendor to the Auctioneer in respect of each Lot catalogued and sold. This applies from day of sale to ten days after the advertised sale date, whether sold at Auction or Private Treaty. The commission is 7% (plus GST) of the sale price.
- The Vendor will pay the cost of \$50.00 (GST inclusive) for transfer of ownership. The agent will deduct this fee from sale proceeds.

**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 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.**

### INCENTIVE EVENTS AND PRIZEMONEY

All Vendors and Purchasers acknowledge that the Swan Cup ASH Sale is an Approved ASHS Sale and accordingly, is subject to the Society's Rules & Regulations relating to Approved ASH Sales. The sale organiser, Inverell Polocrosse Club Inc ('the Club') has developed a Sale Incentive Program that will allow eligible Purchasers and horses to participate in future events organised by the Club and compete for prizemoney and other incentives offered by the Club, on terms and conditions determined by the Club.

All Purchasers and Vendors acknowledge that the Sale Incentive Program is offered by the Club and not by the Society, and the Society makes no warranty in relation to the program and shall not be liable to any person for any claim or loss that may arise in relation to the conduct or otherwise of the incentive program by the Club.

### VENDOR'S RIGHT TO COMPETE IN FINAL

In relation to the incentive event, the polocrosse final will be held after the sale and the Vendor will retain the right to compete on the horse after the sale. The Sale Agent will ensure all Vendors and Purchasers are aware that the terms of sale, will allow any sale horse that qualifies for the Swan Cup final to be ridden by the Vendor or their nominated rider. Ownership and risk WILL transfer to the Purchaser at the fall of the hammer and they purchase that horse under those sale terms. In addition, the Sale Agent will have on hand insurance representatives that can underwrite these horses PRIOR to the final being played with this insurance to be paid in full on the day.

**The event host, Inverell Polocrosse Club, is responsible for public liability and risk management of all activities (including the sale and incentive events) being conducted by the Club, along with the running of such events.**