

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 a horse in an Approved ASH Sale, I/we understand and accept the following

- As the event is hosted by the college, Public Liability Insurance and Risk Management is the responsibility of the college. Personal accident insurance cover is not provided by the Society. The Society recommends the college complies with government legislation with regards to any government, health or livestock orders. These may include (not limited to) the following:
 - General – compliance with venue conditions, evacuation and safety plans, first aid, emergency contacts;
 - Horse – biosecurity, animal welfare, veterinary response plan and emergency contacts;
- Approved or Supported ASH sales must comply with the Event Rules & Regulations, in particular rules relating to event organisation, management, general rules, codes of conduct, cattle care and the like.
- 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 at an Australian Stock Horse event (including an Approved ASH Sale) must be familiar with all Society's Regulations.

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 to nominate a horse in the sale. The horse must be Australian Stock Horse registered at time of nomination. Nominations must be lodged with the Agent by close of nominations.
- 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 during the sale or 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.
- I/we 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

- Sale Agent is R M Property & Livestock, Merriwa NSW. Start-up price \$1,500. Commission will be payable by the vendor to the Auctioneer in respect of each Lot catalogued and sold. Commission is 7.7% of the sale price and is applicable from day of sale to 10 days after the advertised sale date, whether sold at Auction or Private Treaty.
- The Transfer fee for sold horses will be deducted by the Agent from the Sale Proceeds.
- Vendors are responsible for ensuring the contact details, taxation information (ABN & Business name or hobbyist) and sale proceeds instructions are accurately provided to the sale agent.
- All horse movements must be in accordance with DPI requirements for any State the horse is being transported.

Inspection

- It is the responsibility of Hunter Branch to organise a Society Inspector to inspect horses by video, prior to the sale. The horse will be inspected in accordance with the Society's Rules & Regulations 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.
- The stock brand, identification and year number MUST BE visible on the horse. The brands on the Certificate must be the same characters as the brands on the horse's Certificate of Registration. Colour sex, brands and markings on the Certificate of Registration must be consistent with the horse presented for inspection. A horse would be REJECTED if the Society Inspector has identified a SIGNIFICANT MARKING or BRAND DISCREPANCY whereby any other person could dispute the identity of the horse. Horses not clearly branded may be required to be microchipped or rebranded – refer to Rules & Regulations, Identification of Horses.
- The Inspector may REJECT a horse from the sale if the horse does not comply with the following: Horse should be prepared and presented suitably. TO AVOID REJECTION - It is the responsibility of the owner to ensure the horse's Certificate of Registration is correct and the identity of the horse can be verified at time of inspection under the Society's Verification of Brands and Marking Policies.

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 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.

Online ASH Sales

- **I/we understand the Society's Drugs Policy.** The horse must have No Prohibited Substance present when being demonstrated, 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. **A veterinary certificate DOES NOT override or waive the No Prohibited Substance rule.**
- 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 purchaser's 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.

Other

- The Australian Stock Horse Society Limited does not accept any liability for any accident, damage, injury to horses, riders, beasts, ground, spectators, or any other person or property whatsoever.

Nomination Declaration

- **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.
- **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.**

VENDOR DECLARATION

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

Horse's Registered Name	Registration Number

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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: roger@rmproperty.net