

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

### In entering a horse in the 2021 Dalby Sale, I/we understand and accept the following

- All events hosted by The Australian Stock Horse Society Limited (or any affiliates) must comply 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.
- Members participating in 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 2021 to nominate a horse in the sale. The horse's registration must be finalised by the close of nominations, otherwise the nomination will not be accepted. Nominations must be lodged with the Agent by close of nominations.
- 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.
- Nomination will not be approved until the Vendor Declaration is signed by the Registered ASH Owner (or authorised person with Society). Nomination fee must be paid to the sale agent 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 Sale Committee reserves the right to restrict the number of entries (if excessive).
- **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 Agent

- Sale Agent is Ray White Rural Dalby. Commission will be payable by the vendor to the Sale Agent in respect of each Lot catalogued and sold. Commission is 7% (plus GST) 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 & GST, or hobbyist) and sale proceeds instructions are accurately provided to the sale agent for the purpose of the sale.

### Sale Day

- All horse movements must be in accordance with DPI requirements for any State the horse is being transported.
- All horses must be ridden. All stallions or colts, 4 years and over, must be Sire Registered, DNA Recorded and 6 panel Genetic Disorder Tested at time of nomination. **Horses recording a positive result for Genetic Disorders as a carrier or affected, with the Society or other Associations, must be disclosed at sales (private or auction) and all breeding opportunities.**
- Any person involved with handling or riding the horse on day of sale (ie, handler, trainer, rider and the like) must be a Competition Eligible Financial Member of the Society, or a Temporary Member for the event.
- The registered owner is responsible for ensuring 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 mounted anywhere within the perimeter of the grounds, as well as leading or handling a horse.
- **I/we understand the Society's Drugs Policy** - all horses competing in Society 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. I understand horses may be randomly drug tested. **A veterinary certificate DOES NOT override or waive the No Prohibited Substance rule.**

Inspection

- A Society Inspector appointed for the sale must inspect each horse prior to being demonstrated for the sale. It is the responsibility of the owner to ensure the horse is presented for inspection, to check the horse’s markings and brands match the markings and brands described on the horse’s Certificate of Registration.
- 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, be free of undesirable characteristics and conformation faults. **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.
- At the inspection, the registered owner must be present to **SIGN A TRANSFER APPLICATION**, or the handler deliver a completed and signed transfer from the registered owner when inspected. The horse’s **ORIGINAL Certificate of Registration** must be handed to and retained by the inspector at time of inspection. Failure to provide the appropriate paperwork prior to inspection of the horse may result in the horse being **REJECTED** from the sale and nomination fees will not be refunded.

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.

Other

- Neither the organising committee 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.
- **INCENTIVE EVENTS AND PRIZEMONEY:** All Vendors and Purchasers acknowledge that the Dalby ASH Sale is an Approved ASHS Sale and accordingly, is subject to the Society’s Rules & Regulations relating to approved sales. The sale organiser, Darling Downs Branch ASHS (‘the Branch’) has developed a sale incentive program that may allow eligible Purchasers and/or Vendors, and horses to participate in future events organised by the Branch and compete for prizemoney and other incentives offered by the Branch, on terms and conditions determined by the Branch. All Purchasers and Vendors acknowledge that the sale incentive program is offered by the Branch 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 Branch.

**VENDOR DECLARATION**

**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 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: [dalbystockhorsesale@raywhite.com](mailto:dalbystockhorsesale@raywhite.com)**