



Australian Stock Horse
SOCIETY

Fountain of Youth 2023

National Yearling & Two Year Old Sale

LED - Yearlings & Two Year Olds ONLY

"Where Success Begins"

AELEC, Tamworth - Saturday 6th May 2023

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

Nutrien
Equine

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 2023 Fountain of Youth 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 2023 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. 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.
- If there are more than 100 horses nominated in the sale, vendors may be limited to a maximum of two nominations. **The minimum start up price for bidding is set at \$3,000.** The Sale Committee reserves the right to restrict the number of entries (if excessive).
- ONLY horses born between 1st August 2020 and 31st July 2022 are eligible for nomination. The horse's registration must be finalised by the close of nominations, otherwise the nomination will not be accepted.
- 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 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.

Sale Day

- All horse movements must be in accordance with DPI requirements for any State the horse is being transported.
- ALL horses in the Fountain of Youth Sale must be LED. Broken in 2yo horses may be demonstrated in the warm up area.
- I understand horses may be randomly drug tested at ASHS events and sales.
- Any person involved with handling or riding the horse at the sale/event, within the perimeter of the grounds (ie, handler, trainer, rider and the like), must be a Competition Eligible Financial Member of the Society. Temporary Membership is NOT available.
- 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, leading or handling the horse, anywhere within the perimeter of the grounds (not just the ring).
- 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 paraded for the sale. Inspections will be available at allocated times during the National Show. It is the responsibility of the owner to ensure the horse is presented for inspection and to check the horse's markings and brands match the markings and brands described on the horse's Certificate of Registration. In the event, the sale becomes an online sale, vendors must submit sufficient images to the Society, to enable the horses identification to be verified against the registration a minimum of five days prior 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, 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 will result in the horse being **REJECTED** from the sale and nomination fees will not be refunded. In the case of an Online Sale, the Original Certificate of Registration and signed Transfer application must be express posted to the Society within two working days of the sale.

Stabling

- **Stabling** will be provided in F Block from Wednesday 3rd May to 9.00am, Sunday 7th May only. Stable cleaning for ALL sale horses is provided and is **NOT** the responsibility of the vendor or purchaser. Owners are not required to clean out the stables as there is no refund offered on sale stables. Nomination fee, including stabling is **NOT** refundable. It is the responsibility of the new owner (or, if not sold the vendor) to remove the horse from the stable or pay additional stabling as follows: Remove the horse from the stable by 9.00 am, 9.00am, Sunday 7th May; or if remaining in the stable after 9.00am, pay additional stabling fees at the AELEC office, no later than 9.00am, Sunday 7th May.
- **PARKING FEES** are **NOT** included, please book online – www.nominate.com.au or contact AELEC – 02 6767 5658.

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.
- Fountain of Youth Sale Incentives and Benefits offered for previous FOY Sales have been discontinued for this sale. **NEW** incentives will be offered for the 2023 Fountain of Youth sale (*entry conditions apply), including a 2yo FOY Challenge (Ridden and Utility), 3yo FOY Challenge (Working & Utility) and a 4yo & over Challenge (Working & Cattle). The new sale incentives will be open to ALL previous FOY sale graduates.
- 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.

Nomination Declaration

- **The vendor agrees for the Society to effect an official transfer** for any horses listed as sold and Vendor Declaration will be acceptable as a Transfer Application 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.
- **The vendor acknowledges the sale is planned to be held ONSITE, in conjunction with 2023 ASHS NATIONAL SHOW. In the event the National Show is cancelled or postponed, the sale will be held ONLINE. By nominating a horse, I/we accept the sale may be conducted Onsite or Online.**
- **The vendor has 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.**