

FROM THE AGENT

BUYERS GUIDE:

All horses have been inspected by the Australian Stock Horse Society, to ensure all markings and brands match the lots listed in the catalogue. All sale horses are open to prior inspection and it is the buyer's responsibility to make all appropriate assessments of the sale horses prior to the commencement of the auction. Potential buyers wishing to have pre-sale vet inspections/x-rays must be carried out prior to the sale and with the vendor's consent. Potential buyers are responsible and liable for all costs incurred.

ASHS Registration:

Original horse registration certificates will be held by The Australian Stock Horse Society with signed transfers supplied on all horses sold. It is the buyers responsibility to ensure the ownership transfers are lodged and processed post sale. The Agent will not be held responsible for disputes pertaining to registration or DNA.

HEIGHT REFERENCE:

All height references should be taken as a vendor indication only & cannot be guaranteed. Purchaser's must therefore take responsibility to satisfy themselves of any horse's actual height.

SUCCESSFUL BUYERS:

A reminder to all successful buyers; risk, ownership and responsibility passes to the purchaser at the fall of the hammer and you are then responsible for feeding, rugging and transport of the horse from that time. A vendor or purchaser that removes the lot number from any horse after it has been sold indemnifies Ray White for any loss, costs or damage caused. Ray White may, if necessary or requested, make arrangements on a purchaser's behalf for the husbandry, transporting and maintenance of any horse after sale but the same is done at the purchaser's expense and risk.

TERMS & CONDITIONS OF AUCTION:

The Dalby Australian Stock Horse Sale will be conducted under the 2017 Livestock Auction Terms & Conditions of Sale as recommended by the Australian Livestock & Property Agents Association (ALPA). Full Terms & Conditions can be found in this catalogue.

POST SALE CLAIMS:

In the event of any claim or dispute of a sale lot the purchaser MUST notify the selling agents in writing within forty eight (48) hours from the completion of the auction. In the event of resolution between the vendor and purchaser not being reached the purchaser may apply for independent arbitration. An arbitration fee of five hundred dollars (\$500.00) is payable by the purchaser after which the matter will be ruled upon by three arbitrators, one each from the Agent, the Branch and a veterinary practitioner appointed by the Agent. The decision of the arbitral tribunal is final and will be binding on both the vendor and the purchaser. Any post sale x-ray or vet checks will not be grounds for reversal or rescinding of sale. Any post sale disputes as a consequence of subsequent results will be strictly a matter between vendor and purchaser. If a sale is reversed or rescinded, Ray White reserves the right to retain the commission for the sale.

FROM THE AGENT

The Ray White logo is located in the top right corner of the page. It consists of the words "RayWhite" in a bold, sans-serif font, with "Ray" in black and "White" in white, set against a solid yellow rectangular background.

BUYER REGISTRATION:

The Dalby Australian Stock Horse Sale operates under a bid card system. Prospective buyers must register prior to bidding at the sale. Personal identification will be required to register, e.g. Drivers Licence. Ray White reserves the right to reject any bid taken from an unregistered bidder & will re-offer the lot for sale.

PERSONS ACTING AS AGENTS:

Any person acting as an agent in the purchase of a horse will automatically be responsible for the payment of that horse unless prior arrangements have been made in writing to Ray White by Friday 1st December 2023. Email dalbystockhorsesale@raywhite.com

OUTSIDE AGENTS:

Buyers wishing to book their purchases from the Dalby Australian Stock Horse Sale to an outside agent will require a letter of introduction from their agent to be sent to: dalbystockhorsesale@raywhite.com authorising Ray White to do so. This must be received 24 hours prior to the sale and the agent must settle the account within 7 days. **STRICTLY NO REBATE WILL BE OFFERED.** If a letter of introduction has not been received from your agent you will be required to make payment on the day.

ONLINE BIDDING:

For those unable to attend the sale but wishing to bid, an online bidding system will be available. For those who are remote and unable to use the online service, please contact Ray White on 07 4573 7868 or dalbystockhorsesale@raywhite.com to arrange another bidding service through a Ray White representative prior to the sale.

PAYMENT:

Payment on all purchases is required on the day of the Sale by Cheque, Cash and Direct Deposit. There is no card facility available.

Electronic Funds Transfer: Ray White Rural Dalby
(Please ensure you increase your internet banking daily limits)

BSB: 084-630

ACC: 72-014-8249

REF: Registered bidders name & Lot number purchased.

A copy of the payment receipt must be emailed to dalbystockhorsesale@raywhite.com

GST:

The knock down price (or sale price) of the horses will be exclusive of GST (If GST applies it must be added onto the sale price). Purchasers will need to check the GST status of the lot or lots that they wish to purchase to determine if GST applies. Each lot in the catalogue has been marked either GST reg—YES or GST reg—NO.

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INSURANCE:

Insurance at the sale will be available, please see the office for all requests. **Affinity Equine Insurance** representatives will be on site during sale. <https://www.affinityequineinsurance.com.au/>
Ray White strongly recommends all purchases are insured.

DELIVERY:

Delivery of purchased lots will be given at the grounds upon full settlement of accounts on the day. The presentation of necessary travel permits are the purchasers responsibility.

REMOVAL OF HORSES:

All horses must be removed from the Dalby Showgrounds by 3pm the following day of the sale (Monday 4th December 2023). Failure to do so will incur fees charged by the Western Downs Regional Council.

TICKS:

All horses coming from tick areas must be sprayed and treated, it is preferred that all vendors/trainers have their horses cleared by an accredited certifier. Correct documents must be handed into the Ray White office at the sale venue. Horses will be unable to be sold on vendors behalf without having handed in all required paperwork.

TRAVEL REQUIREMENTS:

All horses travelling within Queensland require a Queensland Movement Record. Horses purchased will require 'sale outward movement record' from the Ray White Sale Office.

Extra Requirements—NT & WA

NT/WA— contact QLD DPI Stock Inspector for special conditions. Ph. (07) 4531 8573

Horses to WA—please visit this site to ensure processes are followed.

<https://www.agric.wa.gov.au/livestock-biosecurity/importing-horse-wa-what-do-i-need-know-about-liver-fluke-and-cattle-tick>

Horses to NT phone ahead for crossing papers. Cloncurry—Ph. (07) 4742 1311

<https://nt.gov.au/industry/agriculture/livestock/moving-and-exporting-livestock/moving-livestock-into-the-nt>

DISCLAIMER:

The information supplied in this catalogue is provided to Ray White by the vendors. Whilst Ray White makes every effort to ensure that the information supplied is accurate at the time of printing, Ray White accepts no responsibility for the accuracy, reliability or any interpretation of the information supplied in this catalogue. Purchasers must ensure that they satisfy themselves that the horse offered meets their individual requirements.

THE AUSTRALIAN STOCK HORSE SOCIETY LIMITED

IMPORTANT NOTICE

The Australian Stock Horse Society, its members, Branches or related corporations, officers, agents and employees, for themselves and for those for whom they act, while exercising due care have provided all information without responsibility and give no guarantee whatsoever as to its accuracy.

Comments in the catalogue relating to horses listed for sale are based on information supplied by Vendors. The Australian Stock Horse Society Limited is unable to establish the accuracy or authenticity of such comments and any purchaser should rely on their own enquiries in this regard.

All persons involved with the sale do so entirely at their own risk and the Society, its members, Branches or related corporations, officers, agents, employees and its principals, for themselves and for those for whom they act, do not assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur.

Whilst exercising due care in the printing of the catalogue for the sale and in reproducing the relevant information contained on the nomination form, the Australian Stock Horse Society Ltd does not warrant that the catalogue will be free of typographical or other error. 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.

DISCLAIMER - 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.

VENDOR'S DUTY OF DISCLOSURE

The Auctioneer will disclose the facts identified under this rule, at the time of sale. The vendor must advise the agent in writing and ensure these facts are disclosed by the agent at time of sale. The Agent, within 7 days of the sale, must advise any such disclosure to the Society, in writing.

- Horses recording a positive result for Genetic Disorders as a carrier or affected, with the Society or other Associations, this fact must be disclosed.
- Windsucking, wobblers, roarers – should any horse be addicted to windsucking or show any symptoms of being a wobbler and/or roarer, then this fact must be disclosed.
- Cryptorchids and any horse being presented for sale showing a visible deformity of the genitalia must be disclosed.
- Retained semen or embryos, including how many and commercial or private use.

If the vendor fails to make the said disclosure and the lot shall prove to have any of the above within seven (7) days, then subject to the purchaser producing to the Society written evidence (a Veterinary Certificate), certifying that the said lot has one of the above, then:

- Subject to the purchaser, at his own expense, returning the said lot to the place of sale or Vendor's residence (whichever being the closest for the Purchaser), the Purchaser may rescind the sale and any purchase monies paid by the Purchaser shall be immediately refunded by the Vendor;
- The Vendor may, at the discretion of the Board, be liable for suspension of the Vendor's ASHS membership for a period of up to 13 months, and a fine of up to \$500.00.

Any such facts, available prior to printing of the catalogue, must be disclosed in the vendor's remarks and printed in the sale catalogue. In situations whereby these 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.

Where the Vendor has retained semen or embryos, then this fact must be disclosed in the Vendor's remarks printed in the sale catalogue. If the vendor fails to make the said disclosure, the vendor's signature will become invalid on any applications for any mating in relation to the said horse which resulted after the sale of the said horse. As part of the disclosure, the vendor must disclose how many embryos or semen straws have been retained and whether the use is for commercial or private use.

VENDOR'S RESPONSIBILITIES

The Vendor is responsible for the completion of the Transfer Application. The Transfer Application will be provided at the sale and will only require the signature of the Vendor (nominee of the membership or authorised agent). The Transfer Application must be signed immediately after the horse has been sold.

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 by the preceding sub-rule.

CERTIFICATE OF REGISTRATION

Vendors are responsible for checking that the information on the horse's Certificate is correct at time of nomination, i.e., sex, colour, brands, markings, etc. The Certificate of Registration must be handed to the Organiser prior to the horse being inspected. Failure to provide the appropriate paperwork prior to the inspection of the horse will result in the horse being rejected from the sale and nomination fees will not be refunded.

INSPECTION OF HORSES

The Organiser must select Society Inspectors to view every horse offered for sale. The Inspector/s must collect the Certificate of Registration, together with any other appropriate paperwork, prior to the inspection of the horse. The registration papers and similar documents remain the property of the Society. Horses may be REJECTED from events (including Approved Sales) if the Society Inspectors responsible for checking the identity of the horse has identified a discrepancy whereby any other person could dispute the identity of the horse. Such discrepancies are as follows:

- Any white marking on the horse (visible from a three metre distance) has NOT been completed for the specific body part.
- A white marking on the registration is not evident on the specific body part, excluding horses with a grey (white in colour) body coat.
- A horse's coat colour is incorrect (with exception of clause 1.4.3.4 – Society Rules and Regulations – Section 5).
- As a minimum, the Stock Brand, identification and year number as indicated on the Certificate of Registration MUST BE clearly visible on the horse for identification purposes.
- A brand indicated on the horse's Certificate of Registration when compared to a visible brand on the horse for the same body part, has different characters.
- A brand indicated on the horse's Certificate of Registration when compared to the horse presented for inspection is located on the incorrect body part.

The Society Inspectors must REJECT a horse from an ASH event (including an Approved ASH Sale) if the identity of the horse is not acceptable under the Brands and Markings Policies. The Brands and Markings Policies stipulate the Society's requirements and situations whereby a horse would be REJECTED from an ASH event.

After the completion of the inspection of sale horses, the sale organiser and/or the Society Inspector must report to the agent any lot rejected or not presented for inspection. The agent must refuse to offer any such lot for sale under any circumstances.

GENETIC DISORDER TESTING

Vendors and prospective buyers should refer to the Rules & Regulations, Section 3 – Registration of Horses, rule 13. Mandatory testing has commenced. It is proposed to note, any positive test results in respect of a horse (or ancestor) on the Society's Online Stud Book, in order that members may be fully informed and make their own assessment in relation to any prospective dealings in respect of any such horse (or ancestor). Disorders being tested by the Society include:

OLWS	Overo Lethal White Syndrome	PSSM1	Polysaccharide Storage Myopathy
HERDA	Hereditary Equine Regional Dermal Asthenia	MH	Malignant Hyperthermia
HYPP	Hyperkalemic Periodic Paralysis Disease	GBED	Glycogen Branching Enzyme Deficiency

There may be instances where a horse has been tested but results are not yet available, or are not yet posted in the Online Stud Book. Accordingly, the Society makes no warranty that any horses are free from any genetic disorder and a Purchaser must rely upon their own inspections, enquiries and assessments in this regard.

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.

SIRE REGISTRATION

ASH Registered stallions or colts being used for breeding must be Sire Registered. In regards to stallions or colts, prospective purchasers should refer to Rules & Regulations, Section 3 – Registration of Horses, rule 13 in regards to Genetic Testing.

SIRE REGISTERED STALLIONS OR COLTS must be 6 panel Genetic Disorder tested. Any horse returning a Positive Test as a carrier or affected will be noted on the horse's registration and the Online Stud Book. If not tested by 1st August 2019, Sire Registration will be SUSPENDED. Sire Registration will be reinstated once testing is completed.

NEW SIRE REGISTRATIONS will be required to be tested for the Genetic Disorders prior to Sire Registration. New Sire Registrations will be ACCEPTED and results recorded on the horse's registration. The only exemption being the following:

- Stallions carrying a double copy of HERDA (Hr/Hr - affected) will be REJECTED and the horse deregistered by the Society.
- Stallions carrying a single or double copy of HYPP (n/H or H/H) will be REJECTED and the horse deregistered by the Society.

INCENTIVE EVENTS & 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 programme 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.

GENERAL

Organisers should provide an opportunity for prospective buyers to inspect all horses in good condition, witness reasonable workouts, parades, demonstrations and the like prior to the sale. In the case of an online sale, the vendor is responsible for providing suitable video footage and photographs for potential purchasers to view the lot online.

Stallions and Colts 4 years old and over must be Sire Registered. All Australian Stock Horse entires (2 years and over) must be double tied by a neck strap and halter on all showgrounds, at all times, when not in competition or exercise (led and ridden) OR housed in suitable safe accommodation, such as securely fastened panels of a suitable height or appropriate stables.

When being ridden or led, Australian Stock Horse entires (2 years and over) must have a bit in their mouth and be under the control of the bit. Under no circumstances are competitors under 18 years permitted to handle or ride stallions within the perimeter of the grounds.

In regards to youth, the Vendor must ensure an equestrian helmet approved by the Australian Standards of Australia (or International equivalent) with the chin strap securely fastened MUST be worn by all youth under 18 years of age, when mounted, riding or handling a horse in the perimeter of the grounds (not just in the ring). Under no circumstances are youth under 18 years permitted to handle or ride stallions within the perimeter of the grounds - see Event Rules.

Any person involved with handling 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 \$50.00 transfer fee must be paid by the Vendor through the Agent, as deducted from the sale price.

Dogs should be on a leash and restrained at all times.

First Cross – Horses accepted for First Cross registration (C1-) and later advertised for sale or standing at stud must be advertised as a First Cross Australian Stock Horse. First Cross Australian Stock Horses have no competition restriction.

Second Cross – Horses accepted for Second Cross registration (C2-) and later advertised for sale or standing at stud must be advertised as a Second Cross Australian Stock Horse. Second Cross Australian Stock Horses have no competition restriction.

Base Registry – Horses accepted for Base Registry registration (R-) and later advertised for sale or standing at stud must be advertised as a Base Registry Australian Stock Horse. Base Registry Australian Stock Horses have no competition restriction.

Special Merit – Horses accepted for registration as Special Merit have either Stud Book (SM-) or Second Cross (C2-) status, depending on the regulations at time of registration. Such horses have no competition restriction.

Breeding Purposes – Horses accepted for Breeding Purposes Only are NOT entitled to compete in Australian Stock Horse events. Breeding Purposes Only horses identified as "BP-" have Stud Book status and horses identified as "B2" have Second Cross status.

PURCHASER'S NOTICE

The Society strongly recommends that if a bid card system is used, the bid card be obtained in the name of the purchaser (member or non-member), NOT in the name of an agent acting on behalf of the purchaser.

The information contained in this 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. Registration does not constitute proof of legal or beneficial ownership of any horse.

The Australian Stock Horse Society has established that the information in the catalogue (except brands and remarks) is in accordance with the said lot's registration at time of nomination. A Society Inspector on the day of the sale will inspect each lot for identification in accordance with the regulations by evaluating the description of the registered horse against the horse to be presented for sale. Horses may be rejected from the sale if the identification of the horse is not verified against the registration.

The Australian Stock Horse Society, its members, Branches or related corporations, officers, agents and employees, for themselves and for those for whom they act, while exercising due care have provided all information without responsibility and give no guarantee whatsoever as to its accuracy.

The Society is unable to provide any guarantees as to the suitability of any horse and purchasers must rely on their own enquiries in this regard. Persons making enquiries in relation to suitability should include: health, soundness, temperament, performance, ability, fertility and the like.

The purchaser is responsible for inspection of any lot prior to sale and such inspection should include advice by any qualified person, if deemed necessary. Each lot is offered with all faults, if any, except those conditions stated under the Vendor's Duty of Disclosure, unless disclosed by the agent at time of sale. The purchase of any lot with such a condition (windsucking, wobblers, roarers, cryptorchids, visible deformity of the genitalia) must be reported to the Society in accordance with the regulations within seven days of purchase.

Any person at his or her own expense may arrange a veterinary inspection with the vendor of any lot prior to the horse being offered for sale. Under such circumstances, the vendor must have the horse available at the grounds on the day of the sale, a minimum of 4 hours prior to the commencement of the sale. In the case of an online sale, the vendor must make the horse available, at a time and location agreed by the vendor, a minimum of 48 hours prior to the commencement of the sale.

The vendor has the right to allow or decline any request to ride or handle any lot prior to the sale. Any person who rides or handles a lot at the sale does so entirely at their own risk and the Society, its members or Branches do not assume or accept any responsibility or liability for any accident, damage, injury to horses, riders or handlers, beasts, ground, spectators, or any other person or property whatsoever. Any person requesting to ride or handle any lot must be a member of the Society and suitably attired for riding a horse.

Comments in the catalogue relating to horses listed for sale are based on information supplied by Vendors. The Australian Stock Horse Society Limited is unable to establish the accuracy or authenticity of such comments and any purchaser should rely on their own enquiries in this regard.

Under the Society's Regulations, all horses being offered for sale at Approved ASH Sales are subject to a No Prohibited Substance rule. Although the Society conducts random drug testing at Approved ASH Sales, the Society is unable to guarantee that any specific lot will be tested. Any purchaser at the fall of the Auctioneer's hammer may request a swab or sample be taken from the subject horse at the expense of the purchaser. If the purchaser so elects, the sale of the swabbed horse may be rendered null and void if the horse returns a positive swab to any prohibited substance.

Further advice on purchasing an Australian Stock Horse is available on the Society's website ashs.com.au - Horses page, Transferring or Leasing a Horses, download Buyer's Guide. The Society recommends any persons wishing to purchase an Australian Stock Horse avail themselves of the information provided and seek advice from qualified persons if deemed necessary.

A person bidding on any lot acknowledges that should the lot be knocked down to the person as highest bidder at the fall of the Auctioneer's hammer and "sale" or "sold" is declared, the person is responsible for payment of the nominated price to the agent and transfer of ownership will be notified to the Society as recorded by the sale clerk at time of purchase.

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.

The Purchaser must complete the Purchaser's Instructions in the back of the catalogue, indicating the correct membership name and number for the horse to be transferred and hand it into the Agents before leaving the sale (in the case of an online sale, the purchaser should forward it to the agent within 48 hours of completion of the sale). The Purchaser must be a financial member of the Society to receive the horse's registration papers.

If the Purchaser is a non-member, the horse's registration papers will be retained by the Society until such time as the new owner becomes a member of the Society. The horse's registration will be suspended until such time as the new owner joins the Society. When joining the Society, we recommend that you indicate ASH Approved Sale – Lot ##.

If the purchaser of a horse at an Approved ASH Sale is a non-member, the purchaser is entitled to a half price Full or Youth membership for the remainder of the current membership year, provided the purchaser has never had a previous membership with the Society. Such a purchaser must complete a Membership Application indicating: ASH Approved Sale – Lot ## (Half Price Membership Incentive).

REFERENCES IN PEDIGREES

HSB - Heritage Stock Horse

A Registered Australian Stock Horse that has descended from the same breeds as horses ridden by the Australian Light Horse in WWI that resided in Australia prior to 1945. Horses are identified with a name suffix as follows:

Further information on Heritage Stock Horse is provided in the Society's Regulations

HALL OF FAME

FS - Foundation Sire	Registered ASH Stallions, registered in the first ten years (registration numbers 1 - 65,000), with over 1,000 Registered ASH Descendants within five generations.
IS - Impact Sire	Registered ASH Stallions that are progeny of Foundation or Impact Stallions, registered in the first ten years (registration numbers 1 – 65,000), with over 1,000 Registered ASH Descendants within five generations; or ASH Stallions, registered after the first 10 years (registration numbers over 65,001), with over 1,000 Registered ASH Descendants within five generations.
FM - Foundation Mare	Registered ASH Mares, registered in the first ten years (registration numbers 1 - 65,000), with over 500 Registered ASH Descendants within five generations.
IM - Impact Mare	Registered ASH Mares that are progeny of Foundation or Impact Mares, registered in the first ten years (registration numbers 1 – 65,000), with over 500 Registered ASH Descendants within five generations; or ASH Mares, registered after the first 10 years (registration numbers over 65,001), with over 500 Registered ASH Descendants within five generations.

DRUGS POLICY

A Veterinary Certificate DOES NOT override or waive the NO Prohibited Substance rule.

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.

Any substance is a "prohibited substance" if it contains an ingredient that is a stimulant, depressant, tranquilliser, local anaesthetic, psychotropic (mood and/or behaviour altering) substance, or drug which might effect the performance of the horse and might interfere with the prohibited substance testing process. The use of so-called herbal and natural products in the horse could result in a positive prohibited substance test. The plant origin of any ingredient does not preclude it containing a pharmacologically potent and readily detectable prohibited substance.

The following penalties shall automatically apply in respect of a positive prohibited substance test:

- Owner's 1st Offence - Awards won by the horse in any class at the event or show are forfeited. The ASHS membership of the registered owner of the horse will be suspended for a period of 13 months and the owner must pay to the ASHS a fine of \$500.00.
- Horse Offence - A horse shall be banned from entry into any event conducted by the Society; events restricted to Australian Stock Horses or ASH Approved Sales for a period of 13 months at any given suspension.
- Handler Offence - A penalty of \$500.00 will be imposed on the rider/handler responsible for the performance of the horse.

Should any mare or filly presented for drug testing under this policy be pregnant, it is the responsibility of the registered owner and/or rider/handler of a horse to advise the drug testing personnel of the mare's condition and supply the name of the stallion and the dates of service or insemination of such mare or filly. This information must be recorded on the drug testing documentation prior to the owner and/or rider/handler signing the documentation as a witness.

In relation to an ASHS approved sale (including those sales conducted by Branches or Management Councils), the Society or any purchaser, at the fall of the Auctioneer's hammer, may request a swab or sample be taken from the subject horse at the expense of the purchaser or Society as the case may be, so requesting. If the purchaser so elects, the sale of the swabbed horse may be rendered null and void if the horse returns a positive swab to any prohibited substance.

In the event that a horse, suspended from participating in ASHS events or sales, changes ownership, the change of ownership will not dissolve or shorten the term of suspension. A transfer application will not be effected until the suspension period has lapsed and fines are paid in full.

**THE COMPLETE DRUG POLICY REGULATIONS ARE AVAILABLE ON THE WEBSITE
ashs.com.au**

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General horse information may be used by Members for personal purposes – breeding, entries, stud history, advertising and sales. Details of vendors are provided to facilitate communication between members. Use of information is limited to activities relating to the member and directly involving the Society. Information must not be used for commercial purposes, or uploaded to a third party under any circumstances without the Society's written consent.

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

In entering a horse in the 2023 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 2023 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 24 hours 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. **VENDOR PAYMENT TERMS** - Vendor payment terms are 12 days from date of sale. Payment will be made to vendors' nominated bank account. The Agent takes no responsibility for lost/missing sale proceeds due to incorrect bank details being provided by the vendor. Please double check the bank details you have provided.

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.

LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

CHAPTER ONE - PRELIMINARY

1. (a) A vendor is bound by these terms and conditions by offering livestock for sale by auction.

(b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.

(c) A buyer is bound by these terms and conditions by bidding at auction.

(d) Competition and Consumer Act (Cth) 2010

It is unlawful for parties that are, or otherwise would be, in competition with each other to make, or give effect to, a contract, arrangement or understanding that contains a provision relating to:

i. price-fixing; or

ii. restricting outputs in the production and supply chain; or

iii. allocating customers, suppliers or territories; or

iv. bid-rigging; or

v. collusive bidding.

Large fines and other sanctions may be imposed for unlawful conduct.

2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors and agents of each of them. The auctioneer, agent, buyer and vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors and agents. The term "auctioneer" includes, so far as the law and context permits, the vendor's agent.

(b) When used in these terms the expressions "companion animals" means all animals originating from the same property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.

3. The following applies in interpreting these terms and conditions:

(a) The following words have the following meanings:

Fees means all levies, charges, fees, costs and other expenses incurred or relating to these terms and conditions and the sale and purchase of livestock including, without limitation, transaction levies, yard and weigh dues, cartage, advertising and rebates, and whether paid for, or incurred, by the agent; Livestock means animals auctioned pursuant to these terms and conditions; and Price means the amount at which the lot has been sold to the buyer referred to in clause 7 of these terms and conditions

(i) plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and

(ii) plus any GST added in accordance with clause 12.

(b) These terms and conditions are subject to legislation or regulation in the State in which the auction is conducted and in the event of any conflict then the legislation or regulation will prevail. The provisions of these terms and conditions are in addition to, and do not derogate from, the duties and rights of vendors, agents and buyers set out in legislation and regulation in the State in which the auction is conducted.

CHAPTER TWO - STANDARD TERMS OF SALE

4. Subject to any reserve price, and to the right, prior to the fall of the hammer, of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the buyer.

5. The auctioneer has the right to bid on behalf of the vendor provided that right is notified prior to the commencement of the sale and is subject to State law.

6. A bid cannot be made or accepted after the fall of the hammer unless, in accordance with clause 8, the auctioneer decides to put the lot up again.

7. Prior to the fall of the hammer the auctioneer shall announce the last bid and receive any further bids. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.

8. In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again. The auctioneer's decision is final.

9. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor and need not give reasons for doing so.

10. A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.

11. The successful bidder at a livestock auction sale must give to the auctioneer at the fall of the hammer:

(a) the purchaser's name; or

(b) the bid card number which identifies the purchaser; or

(c) the name of the person on whose behalf the successful bid was made; and

(d) the Property Identification Code (known as the "PIC") of destination.

12. The auction shall be conducted on the basis that the bid price shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.

13. The vendor warrants;

(a) That the vendor has (or will have) the right to sell the livestock at the time of delivery; and

(b) That the purchaser will obtain title on completion of the purchaser's obligations under this contract including payment.

14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of State law, any livestock knocked down to that buyer may be re-sold by public auction or private contract in whatever lots and manner the auctioneer decides. The re-sale may be with or without notice and shall be at the buyer's risk. The buyer is responsible for all loss and expense arising out of a re-sale and is not entitled to any resulting profit.

15. The buyer of livestock must pay the agent the full amount of the purchase price in immediate funds on receipt of a tax invoice.

Payment is required prior to delivery unless some other time for payment is specified in an agreement between the buyer and the auctioneer that was made before the fall of the hammer. If, before delivery, payment has not been made then clauses 20 to 23 apply.

16. No person may bid unless, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.

17. (a) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.

(b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.

(c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.

18. (a) Subject to this clause the sale is complete on the fall of the hammer.

(b) The time for rejection is the time commencing at the fall of the hammer and ending at the first of:

(i) delivery is taken by a representative of the buyer;

(ii) departure of the animal from the purchaser's delivery pen; or

(iii) one hour after the last animal is:

a. in the case of pre-sale weighing, sold; or

b. in the case of post-sale weighing, weighed.

(c) During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not be reasonably observed when the animal was in the selling pen.

(d) If the purchaser rejects an animal during the time for rejection then the sale of that animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has disclosed the reason for rejection to that buyer.

(e) This subclause applies only to cattle which are sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape (but not death, sickness or injury) of those cattle from the time of the fall of the hammer, for delivery to and from the scales, to the buyer's delivery pen and onto the buyer's nominated transport. This responsibility ends at the earlier of those cattle boarding the buyer's nominated transport or sunset on the day after the sale. This subclause does not apply if the agent makes an announcement to that effect prior to sale.

19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if



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LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.

(b) Any claim or objection arising out of an error or misdescription in the provision of relevant information in terms of legislation or regulation concerning the National Livestock Identification Scheme (NLIS) must be made by 5:00pm on the seventh day after the fall of the hammer. No objection, requisition or claim against the vendor or agent in respect of such error or misdescription can be made after that time.

(c) Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veterinary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner was pregnant on that date.

(d) For slaughter cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.

(e) For other slaughter livestock the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.

(f) Where livestock have a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue and/or announce the status prior to the offering of those lots.

20. If delivery is made to, or possession obtained by, the buyer or its representative before full payment of the Price, then until full payment is received, the buyer:

- (a) does not acquire title to the livestock;
- (b) holds the livestock as bailee only for the vendor;
- (c) must act in a fiduciary capacity in its relationship with the vendor;
- (d) must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
- (e) is responsible for the safety and well being of the livestock;
- (f) may make a bona fide sale for market value of any or all of the livestock. As between the buyer and the subsequent buyer, the sale shall be made by the buyer in its own name and not as agent for the vendor, however as between the vendor and buyer, the sale shall be made as bailee and agent for the vendor; and
- (g) must keep and account for the proceeds of any subsequent sale separately from its other money and hold those proceeds, together with the benefits of any rights against subsequent buyers, on trust for the vendor.

21. The purchaser agrees that:

- (a) Clause 20 creates a registrable security interest under the Personal Property Securities Act (Cth) 2009 (PPSA);
- (b) the Purchaser acknowledges the rights of the Seller (and/or the Agent if Clause 25 applies) to register a financing statement under the PPSA with respect to the security interest created by this clause;
- (c) the Livestock are collateral for the purposes of the PPSA;
- (d) to the extent permitted, the Purchaser waives any right the Purchaser has under the PPSA to receive notices; and
- (e) the date upon which the security interest created by this clause comes into force is the first date on which livestock are delivered pursuant to this contract

22. The buyer may not make any claim against the vendor for actions by the vendor or its agent under clauses 20 or 21 and indemnifies the vendor and its agent against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor, the agent or any person or entity arising from the vendor exercising its rights under clauses 20 or 21.

23.1. Clause 23 applies whenever the agent pays the vendor before being paid by the buyer, which the agent is not bound to do. The agent is then the del credere agent of the vendor at law.

23.2. The vendor hereby gives notice to the buyer of the assignments referred to in clause 23.3.

23.3. When this clause applies, in addition to any rights of the agent that arise by operation of the law, the parties agree that, subject to clause 23.5 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.

23.4. The vendor acknowledges that the agent may take enforcement, repossession or other action to recover any livestock for which the buyer has not paid in full, or the Price of such livestock, owing by the buyer under these terms and conditions:

- (a) when this clause does not apply, as agent of the vendor (including by reselling the livestock); and
- (b) when this clause applies, on the agent's own behalf exercising the rights of the vendor by subrogation or assignment under these terms and conditions (whether in the vendor's name or not) and, where title to the livestock has not passed to the agent, by selling the livestock as agent of the vendor without the agent having to account to the vendor for the proceeds of sale.

23.5. The agent may at any time, assign, transfer, securitise or otherwise dispose of all or any of its rights under these terms and conditions and any debts created pursuant to it (including, without limitation, the rights assigned to it under clause 23.3).

23.6. The vendor hereby irrevocably appoints the agent as the vendor's attorney to:

- (a) do at any time and in any manner as the agent thinks fit all acts necessary or desirable to perfect or improve the rights and interests afforded, or intended to be afforded, to the agent under these terms and conditions; and
- (b) appoint one or more sub-attorneys to do anything that the agent may do as the vendor's attorney.

23.7. These terms and conditions do not render the agent liable to the buyer as vendor nor entitle the buyer to set off against the agent any right the buyer may have against the vendor or otherwise.

23.8. The buyer acknowledges that the provisions of this clause 23 are intended solely for the benefit of the agent (and its assigns) and the vendor. The liabilities and obligations of the buyer will not be in any way affected:

- (a) by this clause 23, other than as it expressly provides; or
- (b) by the failure of the agent or the vendor or either of them to comply with the terms of this clause 23.

23.9. The buyer must pay all amounts payable to the vendor or the agent under these terms and conditions without any deduction, withholding, set off or counterclaim whatsoever, whether the benefit of a deduction, withholding, set off or counterclaim is alleged to exist in favour of the buyer as against the vendor or the agent in any capacity whatsoever or any other person including any assignor of the vendor's or the buyer's interests under these terms and conditions.

24. (a) The agent agrees that he is liable to pay to the vendor the Price, less such commission as is agreed between the vendor and the agent, and in the absence of any agreement such amount as is reasonable, and less the Fees that are payable by the vendor that were incurred by the agent on behalf of the vendor in relation to the sale of the livestock.

(b) In the event that the buyer pays the Price or part of it direct to the vendor then the agent has no liability to the vendor for the amount of such payment. Further, if the agent pays the vendor any amount which the buyer also pays direct to the vendor in respect of the same livestock, then the vendor must repay the agent that amount and the agent may debit that amount to an account held in the name of the vendor by the agent.

(c) Regardless of whether or not a sale has occurred the agent may, but is not under obligation so to do, instead of deducting payments owed to it by the vendor, debit the amount of the commission and fees to an account held in the name of the vendor by the agent.

25. (a) The auctioneer has been retained by the vendor as auctioneer for the purpose of selling the livestock comprised in the lots. The terms of engagement between the auctioneer and the vendor do not extend to the provision of advice by the auctioneer to the vendor in relation to the safety or otherwise of the sale ring, the saleyards and the surrounding environments.



LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

(b) The vendor, the agent and the buyer agree to comply with their several duties under the Australian Animal Welfare Standards and Guidelines for the Land Transport of Livestock and further to consign, manage, receive, transport and handle livestock in accordance with any other or additional requirements of animal welfare legislation specific to the jurisdiction in which livestock are consigned, managed, received, transported and handled in the course of the auction process.

CHAPTER THREE – VENDOR WARRANTY FOR CORRECT PRESENTATION AND DECLARATION

26. This chapter applies only in the case of livestock and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the livestock are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells the livestock to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.

27. The warranty of a vendor is that livestock and their companion animals offered for sale at auction:

- (a) pass government and other regulatory authority requirements and inspections at the time of slaughter;
- (b) are of merchantable quality;
- (c) carry an NLIS device in accordance with State law;
- (d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in any document, the livestock will have those characteristics or will be fit for the particular purpose or market; and
- (e) all information in any document provided by the vendor is true, complete and correct in all material respects.

28. In the event of a breach by the vendor of the vendor's warranty and provided such breach is notified by the buyer to the agent by 5:00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the portion of the Price of such of the vendor's livestock to which the breach applies.

29. However if the breach by the vendor is such that the livestock are not rejected outright but are instead downgraded then the buyer will pay the value of the livestock at their next highest and best use.

30. In the case of a breach by the vendor of the vendor's warranty then the vendor will also be liable to the buyer for any further losses which the buyer might establish but the buyer will take all reasonable steps in co-operation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.

31. Where a sentinel animal of a lot tests positive for chemical residue, or foreign material contamination and provided such test is certified and notified as required by these vendor warranty terms, then:

- (a) the buyer will be entitled to delay payment for the price of all livestock in that lot only; or
- (b) the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law; or of having the livestock slaughtered in which event the risk of further condemnations will be that of the vendor. Where product integrity is potentially jeopardised, the Processor has the right to refuse slaughter and send the livestock back to the consigning property at the vendor's cost.

32. The auctioneer is liable to the buyer in respect of any breach of the vendor's warranty arising out of:

- (a) any error, by the auctioneer, of transcription of information from the NVD completed by the vendor to the pre-sale catalogue or the buyers post-sale summary;
- (b) any failure by the auctioneer to notify the buyer, prior to bidding, of any breach by the vendor of the warranty of the vendor if the buyer establishes that the agent knew of such breach prior to the sale; and
- (c) any failure by the auctioneer to announce prior to bidding, or disclose in the pre-sale catalogue, that the vendor has failed to provide a NVD that is complete in all material aspects.

CHAPTER FOUR – OWNERS RISK FOR CONDITION OF CATTLE

33. This chapter applies only in the case of cattle and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the cattle are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.

34. Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not condemned as unfit by government. Owners risk

applies if the condemnation is due to a condition in the animal which the buyer establishes, by the relevant government certificate, existed prior to the fall of the hammer.

35. A buyer with the benefit of owners risk protection is not liable to pay the Price of that animal to the vendor. The buyer remains nevertheless liable for all costs incurred after the fall of the hammer in transport, slaughter, testing and disposal of the animal.

36. Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:

- (a) a certificate is issued by government which states the relevant NLIS RFID tag number and PIC, the date of the certificate, the reason for condemnation and that the reason for condemnation existed prior to the fall of the hammer;
 - (b) the certificate is received by the selling agent either in its original form or by fax or electronic communication in the form of data, text or imaging by 5:00pm on the 7th day after the fall of the hammer; and
 - (c) if the condemnation is due to chemical residue the certificate follows testing in a government approved laboratory which establishes maximum residue limits in excess of the Australian limit.
37. Owners risk does not apply, and the buyer must pay for the cattle, if the reason for condemnation is any of bruising, fever, partial condemnation or emaciation.

CHAPTER FIVE - NOTICES REQUIRED BY LEGISLATION

NSW Property, Stock and Business Agents Act 2002 Warnings Penalties for collusive practices. It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following as a result of a collusive practice, or to induce or attempt to induce another person by a collusive practice to do any of the following:

- (i) to abstain from bidding; or
 - (ii) to bid to a limited extent only; or
 - (iii) to do any other act that might prevent free and open competition.
- Severe penalties may be imposed on persons convicted of collusive practices. The auctioneer has the right to make one bid on behalf of the vendor if the auctioneer clearly and precisely announces that fact prior to the sale. Tasmania Legislation. An auctioneer conducting a public auction must not appear to acknowledge the making of a bid if no bid was made. A person must not participate in collusive practices by way of making or receiving an unlawful promise to abstain from bidding, not to bid except to a limited extent or do any other thing which may prevent free and open competition.

WA Auction Sales Act 1973 s31 NOTICE.

It is an offence to:

- (i) induce or attempt to induce another person to abstain from bidding by means of a promise, expressed or implied, that the other person will have the right to elect to take over as buyer or to toss or draw lots to establish who is to become the owner;
- (ii) abstain or agree to abstain from bidding as a result of such a promise;
- (iii) knowingly enter or permit or cause to be entered in the auctioneer's record any name other than that of the actual successful bidder;
- (iv) enter in the auctioneer's record the name of the buyer other than that of the actual successful bidder; or
- (v) in the case of successful bidder supply wrong information as to the name of the buyer to the auctioneer or to any person, firm or corporation on whose behalf the sale is conducted. The vendor, or any person on behalf of the vendor, or the auctioneer have the right to make no more than three bids.

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