

# THE AUSTRALIAN STOCK HORSE SOCIETY LIMITED

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Australian Stock Horse

## Rules and Regulations

### **Section 6 - Transfers and Leases**

#### **1 TRANSFER**

- 1.1 The Board may accept or refuse any application for transfer without assigning a reason.
- 1.2 A horse will not be considered transferred until all fees have been paid, the transfer has been recorded with the Society, and the transfer is recorded on the horse's Certificate. Transfer applications will be processed by the Society in date-received order, unless a priority fee has been paid.
- 1.3 Where the Society has incorrectly processed a horse's application, the error will be corrected free of charge.
- 1.4 Types of Transfer Applications - Single, Bulk and Syndicate
  - 1.4.1 Single - One horse transferred to another membership (Transfer Application).
  - 1.4.2 Bulk - Three or more horses transferred to another membership (multiple Transfer Applications).
  - 1.4.3 Syndicate - One horse transferred to a Syndicate of multiple memberships (Syndicate Transfer Application).
- 1.5 Members who dispose of a horse must complete a Transfer Application and submit the application to the Society, together with the horse's Certificate immediately a change of registered owner takes place, be the new owner a member or not.
- 1.6 **Change of Ownership**
  - 1.6.1 The Official Transfer of a horse provides for the continuity of the horse's registration.
  - 1.6.2 Upon receipt of a Transfer Application signed by the last Registered Owner, the ownership of the horse will be amended to indicate the Current Owner as "unknown" until such time as the transfer is fully completed in accordance with the Regulations.
  - 1.6.3 If Society records indicate the Current Owner of a Registered horse as "unknown", the registration will be SUSPENDED – meaning that the horse is unable to compete in events restricted to Registered Australian Stock Horses or eligible to obtain prizes for Registered Australian Stock Horses.
  - 1.6.4 Once the Transfer has been finalised, the horse's registration will be re-instated.
  - 1.6.5 When purchasing a horse, the new owner is responsible for ensuring that the Official Transfer for the horse has been finalised prior to nominating the horse for ASH awards and competitions.
  - 1.6.6 In relation to a horse purchased at an Approved ASH Sale, an amnesty period of sixty days will apply prior to the registration being suspended provided the purchaser is a Financial Member of the Society. Until the transfer has been finalised and the horse's papers are released to the new owner, the new owner must retain a copy of the proof of purchase and the sale catalogue whilst the amnesty is valid.
- 1.7 **Vendor Responsibilities**



Australian Stock Horse

#### **ASHS - RULES AND REGULATIONS**

##### **Section 6 – Transfer and Leases**

Effective – 1<sup>st</sup> August 2011

- 1.7.1 Under no circumstances must the horse's Certificate be handed to the purchaser.
- 1.7.2 The date of disposal and purchaser's name and address must be completed on the Transfer Application.
- 1.7.3 The vendor must disclose any collection of semen and/or embryos prior to sale.
- 1.7.4 No change of registered owner shall be effected unless the appropriate Transfer Application, prescribed by the Board, is completed and signed by the nominee (or authorised agent) of the last registered or recorded owner of the horse. If the horse was owned by a Syndicate, all members of the Syndicate must sign the Transfer Application.
- 1.7.5 Should the nominee of the last registered or recorded owner of a horse be deceased, the Executor or Executrix of the Estate, or a person authorised on behalf of the membership, must sign the Transfer Application. The transfer shall not be effected unless the horse's Certificate is returned to the Society, all fees have been paid, and the purchaser is a financial member of the Society.
- 1.7.6 Should the nominee of the last registered or recorded owner of a horse have left the last known address and cannot be contacted by the purchaser or the Society, the purchaser must complete a Statutory Declaration Indemnity Form stating the horse's details and purchase information. Upon receipt of the horse's Certificate and the prescribed fee, the Society may transfer the horse to the purchaser providing the purchaser is a financial member.
- 1.7.7 **To Transfer of a horse from a Bankrupt Estate, the following is required:**
  - 1.7.7.1 **If the Current Owner of a Registered Australian Stock Horse is declared bankrupt, the Trustee or Receiver appointed for the Estate is eligible to sign a Transfer Application in the event the horse is sold by the Trustee or Receiver.**
  - 1.7.7.2 **A copy of documentation authorising the person as Trustee or Receiver must be attached to the Transfer Application.**
  - 1.7.7.3 **The signature on the Transfer Application must be endorsed with the Trustee or Receiver's company stamp or documentation provided to verify the Trustee or Receiver's signature (ie, copy of driver's licence).**
  - 1.7.7.4 **The horse's ORIGINAL Certificate of Registration must be submitted with the Transfer Application in the normal manner. If the whereabouts of the Certificate is unknown, the Trustee or Receiver should complete a Statutory Declaration for the Reissue of the Certificate of Registration.**
  - 1.7.7.5 **The purchaser must be a Financial Member of the Society and the purchaser is responsible for payment of fees to the Society.**
- 1.7.8 Should the vendor be under 18 years of age, a parent or legal guardian must endorse the transfer.

## **1.8 Purchaser Responsibilities**

- 1.8.1 The transfer fee should be paid by the purchaser, or by mutual agreement by the vendor. If the fee is not attached to the application for transfer, it will be assumed that the purchaser will pay. No change of registered owner shall be effected unless the prescribed fee has been paid.
- 1.8.2 No change of registered owner shall be effected unless the horse's Certificate is submitted to the Society. If the horse's Certificate has been lost or misplaced, the horse's Certificate must be reissued. (Refer Regulations - Reissue).
- 1.8.3 A change of registered owner shall not be effected unless the purchaser is a financial member of the Society when the transfer is processed.
- 1.8.4 When a horse is accepted for transfer and the transfer has been recorded with the Society, the horse's Certificate which endorses the transfer will be supplied to the new owner.

## **1.9 Non Members**

- 1.9.1 Should a horse be sold to a non member or unfinancial member of the Society, the horse's Certificate shall be held by the Society until the purchaser becomes a financial member of the Society.
- 1.9.2 If a member purchases a horse from a non member or unfinancial member of the Society, and the horse can be positively identified, providing the transfer application has been duly completed by the last registered or recorded owner of the horse and the horse's Certificate is held by the Society, the purchaser may apply for transfer if all fees have been paid and the purchaser is a financial member of the Society. The new owner may be required to complete a Statutory Declaration Indemnity form.

#### **1.10 Broodmares**

- 1.10.1 Should a broodmare and foal under 365 days be sold together to the same purchaser, only one transfer fee will apply. It must be indicated on the transfer application for the mare that the mare and foal were sold together, otherwise, two transfer fees will be applicable.
- 1.10.2 If the foal under 365 days has been registered or recorded, the horse's Certificate must be returned to the Society, together with the Transfer Application for the mare. If the foal under 365 days has not been foal recorded, the ASH Breeding Certificate must be fully completed by the vendor and submitted with the Transfer Application for the mare.
- 1.10.3 When a mare carrying a foal is sold, the vendor must ensure that the ASH Breeding Certificate is submitted to the Society, together with the Transfer Application for the mare.
- 1.10.4 **Embryo - The initial owner of an embryo is the Registered Owner of the donor mare. When an Embryo is sold, an Embryo Transfer Sale Notification form must be completed and attached to the Application for Registration for the resulting foal to enable the progeny to be registered by the purchaser.**

#### **1.11 Bulk Transfer**

- 1.11.1 Procedures as for a single transfer will apply. When a number of Transfer Applications are lodged simultaneously with the Society for horses which are being transferred from one membership directly to another membership the bulk transfer fee will apply. There is no limit to the number of applications in a bulk transfer.

#### **1.12 Family Transfer**

- 1.12.1 When a Transfer Application is lodged, members may claim a Family Transfer Fee when a parent/s or guardian/s (current owner) transfers horses to a child's membership (new owner). To be eligible to claim a Family Transfer Fee, the following must apply:
- 1.12.1.1 The nominee of the new owner's membership and the nominee of the current owner's membership must not exceed two generations and be either the son/step-son/grandson or daughter/step-daughter/granddaughter of the current owner of the horse and includes legally adopted or fostered children.
- 1.12.1.2 The parent or guardian (ie Nominee of current owner's membership) must complete and sign a Transfer Application and lodge it with the horse's ORIGINAL Certificate of Registration.
- 1.12.1.3 The new owner must be a Financial Member of the Society and be eligible to have horses registered under their membership.
- 1.12.1.4 The nominee of the new owner's membership must be under 25 years of age.
- 1.12.1.5 The prescribed Family Transfer Fee or Bulk Transfer Fee must be paid.

#### **1.13 Syndicate**

- 1.13.1 Procedures as for a single transfer will apply. The first member listed on the Syndicate Transfer will be recognised as the Principal of the Syndicate. MEMBERS OF THE SYNDICATE MUST BE FINANCIAL TO RECEIVE PRIVILEGES FOR THE HORSE.
- 1.13.2 When a horse is being transferred to a Syndicate of multiple members, a Syndicate Transfer Application must be completed and the Syndicate Transfer fee will apply.

- 1.13.3 All members of the Syndicate must sign a Transfer Application as joint owners of the said horse, when purchasing, selling or changing the members of the Syndicate.
- 1.13.4 A Syndicate Transfer applies to one horse only. A group of members requiring multiple horses to be transferred or progeny to be registered under the same name should obtain a membership for the group under a partnership name.
- 1.13.5 Broodmares - any financial member of the Syndicate may register or record progeny of a broodmare owned by the Syndicate.
- 1.13.6 Stallions - any member of the Syndicate or their authorised agent may sign service records for the stallion providing they are a financial member of the Society. Any member of the syndicate may advertise the horse for stud purposes.
- 1.13.7 Showing - the horse may be shown by one financial member of the Syndicate, or the entire Syndicate providing all members of the syndicate are financial members of the Society.
- 1.13.8 When a Syndicate Transfer has been accepted and duly recorded with the Society, a horse's Certificate which endorses the transfer will be supplied to each member of the Syndicate.
- 1.13.9 A Syndicate Transfer Application is obtainable from Head Office.

#### **1.14 Transfer Approved by Board**

- 1.14.1 The Society reserves the right to transfer a horse where possession of the horse has changed without a signed transfer application from the last registered or recorded owner. Special cases will be treated on their merits and a financial member should not be unduly inconvenienced where evidence to the Board's satisfaction can be produced.
  - 1.14.1.1 In such cases, the Board will consider the identity of the horse, possession of the horse and the conduct of the members concerned, including whether they have acted in accordance with the regulations.
  - 1.14.1.2 The transfer will need to be approved by the Board and under no circumstances should the identity of the horse be disputed. Prior to being considered, the Board may require all or any of the following documentation to be submitted.
    - 1.14.1.2.1 The current owner completes a Statutory Declaration Indemnity form for transfer purposes. In addition, the current owner may supply any documentation relating to the change in possession.
    - 1.14.1.2.2 The current owner completes a Statutory Declaration Markings form for identification purposes, together with a colour photograph of both sides of the horse. In addition, the current owner may supply any documentation relating to the identity of the horse.
    - 1.14.1.2.3 The last registered owner to provide a written explanation as to why they are not prepared to sign a transfer application in accordance with regulation – Section 6, 1.4.
  - 1.14.1.3 Should the Board approve the transfer of the horse, the current owner will be responsible for all applicable fees, i.e., transfer, reissue, registration, etc.
  - 1.14.1.4 The acceptance or non-acceptance of an Application to Transfer under this regulation shall be a matter for the Board in its absolute discretion, subject to the requirements of this clause.

## **2 PURCHASER NOTICE**

- 2.1 The information contained on the registration 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.

- 2.2 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.
- 2.3 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.
- 2.4 Horses may be offered for sale with all faults, if any, including addiction to windsucking; symptoms of being a wobbler or roarer; cryptorchids, visible deformity of the genitalia and the like. Horses or their progeny which, in the opinion of the Board, are rigs or objectionable horses, and have already been accepted for registration or recording, may be deregistered by the Board.
- 2.5 The purchaser is responsible for inspection of any horse prior to sale and such inspection should include advice by any qualified person, if deemed necessary.
- 2.6 Any person, at his or her own expense, may arrange a veterinary inspection (including drug testing) with the vendor prior to the horse being purchased. The purchaser and vendor should agree on conditions of sale prior to a veterinary inspection being conducted. The conditions of sale may include: first offer, price, delivery, veterinary or test results that render sale null and void, payment deadline and the like.
- 2.7 The vendor has the right to allow or decline any request to ride or handle any horse prior to the sale. Any person who rides or handles a horse 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 horse must be suitably attired for riding a horse.
- 2.8 Comments of the vendor relating to horses for sale are based on the vendor's information. 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.
- 2.9 Further advice on purchasing an Australian Stock Horse is available on the Society's website [www.ashs.com.au](http://www.ashs.com.au) - Horses for Sale page, 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.
- 2.10 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.
- 2.11 The purchaser should investigate with any past or present owner whether semen or embryos has been collected, commercial or private use, how many retained and conditions for sale or use. These conditions are between the parties involved and are not for the Society's involvement or consideration.

### **3 LEASE**

- 3.1 The Board may accept or refuse any notification for lease application and termination without assigning a reason.
- 3.2 A horse will not be considered leased or a lease terminated until all fees have been paid, the lease or lease termination has been recorded with the Society and recorded on the horse's Certificate.
- 3.3 Members who lease a horse must complete and submit a lease notification to the Society together with the horse's Certificate.
- 3.4 Within fourteen days of the termination date, the lessee must return the horse's Certificate to the Society.

- 3.5 When a horse is leased, under no circumstances must the horse's Certificate be handed to the lessee. When a lease is terminated, under no circumstances must the horse's Certificate be handed to the lessor.
- 3.6 No lease shall be effected unless the lease notification, prescribed by the Board, is completed and signed by the lessor and lessee of the horse. The nominee of the membership must sign the lease notification.
- 3.7 The lease shall automatically terminate twelve (12) months from the date of commencement unless the date is specified on the lease notification form. Should both parties agree to extend the termination date, an agreement signed by both parties must be lodged with the Society before the lease termination date, and must specify the date to which the lease is extended.
- 3.8 The lease notification fees should be paid by mutual agreement between the lessee or lessor. If the fee is not attached to the lease notification, it will be presumed that the lessee will pay the fee. No lease or notification shall be effected unless the prescribed fee has been paid.
- 3.9 No lease notification shall be effected unless the horse's Certificate is submitted to the Society. If the horse's Certificate has been lost or misplaced, the horse's Certificate must be reissued and the applicable fee paid for reissue.
- 3.10 A lease shall not be effected unless the lessee is a financial member of the Society when the lease is processed.
- 3.11 A lease termination shall not be effected unless the lessor is a financial member of the Society when the lease termination is processed.
- 3.12 Should a broodmare and foal under 365 days be both leased to the same lessee, two lease notifications and two lease fees will apply. If only the broodmare is leased, the foal will remain the property of the lessor.
- 3.13 When a horse is accepted for lease and the lease has been recorded with the Society, the horse's Certificate, which endorses the lease, will be forwarded to the lessee. When the lease termination has been recorded with the Society, the horse's Certificate which endorses the lease termination will be forwarded to the lessor.
- 3.14 A lease termination can only be terminated for the membership to which the horse was officially leased. If a horse being leased is sold, the lease must firstly be terminated, then the horse can be officially transferred into the purchaser's membership. (Refer Regulations - Transfer).
- 3.15 Should a lease notification be lodged for a mare which has been covered within the preceding twelve month period, the lessor or lessee must ensure that the ASH Breeding Certificate is submitted to the Society, together with the lease notification application for the mare.
- 3.16 Only the lease notification, application and termination dates will be recorded by the Society. Any conditions which the lessor or lessee require, must be by mutual agreement with both parties. No conditions accepted by both parties shall be in conflict with the Society's rules and regulations. Such conditions may be endorsed by a lawyer or solicitor.
- 3.17 For a person under 18 years of age, the lease notification must be endorsed by a parent or legal guardian.
- 3.18 Should a horse be leased to a non member or unfinancial member of the Society, the horse's Certificate shall be held by the Society until the lessee becomes a financial member of the Society or the lease is terminated.
- 3.19 The Society reserves the right to effect a lease or lease termination of a horse, where evidence of the lease or lease termination can be produced. Each case will be treated on its merits and the decision of the Society will be final.
- 3.20 Should a horse be leased from the estate of a deceased person, the executor or executrix, or a person authorised on behalf of the membership, must sign the lease notification.

## **4 PRIORITY APPLICATIONS**

- 4.1 A priority fee will apply to any member who requires a registration or transfer application to be processed or provided within two working days. For a member to be eligible for this service, the

member must provide the Society with payment of all fees (including priority fee) by bank cheque, bankcard, mastercard or visa and a facsimile number for urgent transmissions and lodgement of original forms. Any applications paid by personal cheque will be held for ten working days.

- 4.2 For any registration application submitted for a horse requiring inspection, a video inspection must be included. In such cases, the registration application may be held up to five working days for inspection purposes.
- 4.3 Once the registration or transfer application has been processed by the Society, the processed documentation will be faxed to the member. If the application is incomplete or inaccurate, a fax will be sent to the owner listing the errors. For the priority fee to remain valid for incomplete or inaccurate applications, the owner must rectify all errors within five working days. It is the responsibility of the member to ensure that all errors are rectified.

## **5 POWERS OF THE BOARD AND/OR SOCIETY**

- 5.1 The Board may accept or refuse any Transfer or Lease Application without assigning a reason.
- 5.2 Any Transfer or Lease Application will be accepted by the Society on the understanding that the person submitting the certificate or application agrees to abide by the requirements of the Board regarding such documents. The Board shall have the right to call upon any person submitting such documents to produce any horse and/or progeny for inspection and examination if, and when, required.
  - 1.1.1 Any member found to be submitting false documentation may be referred to the Society's Disciplinary Committee at the discretion of the Board or the Stud Book Committee.
- 5.3 For the Society to compile and maintain accurate records, the receipt of correct horse information is imperative. The Society has the right to reject incomplete, inaccurate or late applications. The Board may impose penalties for late lodgement.
- 5.4 The Board is empowered to request a DNA sample for any horse in which a Transfer or Lease Application has been submitted, or has been obtained. The Board may suspend any member responsible for submitting incorrect or inaccurate applications and deregister or suspend the horse/s in question.
- 5.5 If it is proven that a breach of the rules and regulations has occurred regarding the Transfer or Lease Application of a horse, the eligibility of the horse to compete in ASH events may be suspended at the discretion of the Board.
- 5.6 The registration or recording of a horse shall not be affected if the sire or dam has been de-registered, providing however, that the progeny was registered or foal recorded whilst the horse was registered.
- 5.7 Horses or their progeny which, in the opinion of the Board, are rigs or objectionable horses, and have already been accepted for registration or recording, may be de-registered by the Board.
- 5.8 The Transfer or Lease Application does not constitute proof of legal or beneficial ownership of any horse. It contains information provided by members to the Society by members for the purpose of the Society's records. The Transfer or Lease Application at all times remains the property of The Australian Stock Horse Society Limited.
- 5.9 NOTE: Any disputes of a contractual or financial nature in relation to the breeding or ownership of a horse are not for the Society's consideration. Members in such situations are advised to seek legal advice if unable to resolve the issues.