

**RULES AND REGULATIONS****Section 6 – Transfers & Leases - 1<sup>st</sup> September 2024****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 Registration. 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 immediately a change of Registered Owner takes place, be the new owner a member or not.
- 1.6 Members who purchase an embryo must ensure an Embryo Transfer Sale Notification is completed and submit to the Society with the Application for Registration for the resulting progeny.
- 1.7 The transfer fee prescribed by the Board will apply to both transfer of horses and embryos.
- 1.8 If the horse's Certificate of Registration is not returned to the Society with the Transfer Application, the purchaser will be responsible for payment of additional fee for the re-issue of the registration certificate.
- 1.9 Reduced rates will apply if the new owner is a member under the age of 18 yrs, **regardless of which member pays the fee.**
- 1.10 Change of Ownership**
- 1.10.1 The Official Transfer of a horse provides for the continuity of the horse's registration. Registered Ownership should be verified by reviewing the horse's registration details on the Society's Online Stud Book.
- 1.10.2 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.
- 1.10.3 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.
- 1.10.4 Once the Transfer has been finalised, the horse's registration will be re-instated.
- 1.10.5 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.
- 1.10.6 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.
- 1.10.7 Prior to purchase, the Society recommends that the Vendor and Purchaser seek legal advice and obtain a written contract in relation to the sale agreement, listing all mutually agreed clauses, as deemed necessary.
- 1.10.8 Under no circumstances should the ownership of the horse be disputed, be involved in a property settlement or court proceedings. The member submitting the application is responsible for observing this rule and penalties may apply.
- 1.10.9 In the event of a dispute, the Society accepts no responsibility in relation to sale arrangements and has limited powers to intervene (ie, accept a transfer or change of Registered Owner). Members may need to obtain legal representation to resolve disputes.
- 1.11 Vendor Responsibilities**
- 1.11.1 The date horse changed ownership or possession and purchaser's name and address must be completed on the Transfer Application.
- 1.11.2 The vendor must disclose any collection of semen and/or embryos prior to sale. Disclosures should be identified on the Transfer Application.
- 1.11.3 Any positive results for Genetic Disorders must be disclosed. Disclosures should be identified on the Transfer Application.
- 1.11.4 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 owner of the horse. If the horse was owned by a Syndicate, all members of the Syndicate must sign the Transfer Application.
- 1.11.5 Should the nominee of the last registered 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 prescribed fee, the Society may transfer the horse to the purchaser providing the purchaser is a financial member.
- 1.11.6 To Transfer a horse from a Bankrupt Estate, the following is required:



- 1.11.6.1 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.
  - 1.11.6.2 A copy of documentation authorising the person as Trustee or Receiver must be attached to the Transfer Application.
  - 1.11.6.3 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).
  - 1.11.6.4 The purchaser must be a Financial Member of the Society and the purchaser is responsible for payment of fees to the Society.
- 1.11.7 Should the vendor be under 18 years of age, a parent or legal guardian must endorse the transfer.

## **1.12 Purchaser Responsibilities**

- 1.12.1 The transfer fee should be paid by the purchaser, or by mutual agreement by the vendor. If the fee is not received with 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.
- 1.12.2 A change of Registered Owner shall not be effected unless the purchaser is a financial member of the Society when the transfer is processed.
- 1.12.3 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.

## **1.13 Non Members**

- 1.13.1 Should a horse be sold to a non-member or unfinancial member of the Society, the transfer and horse's Certificate shall be held by the Society until the purchaser becomes a financial member of the Society and all fees are paid.
- 1.13.2 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 owner of the horse, 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 will be required to complete a Statutory Declaration Indemnity form **and provide colour photographs of both sides of the horse to enable identification to be verified.**

## **1.14 Broodmares**

- 1.14.1 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.
- 1.14.2 If the foal under 365 days has been registered, the foals' Certificate must be returned to the Society, together with the Transfer Application for the mare. If the foal under 365 days has not been registered, the ASH Breeding Certificate should be submitted with the Transfer Application for the mare.
- 1.14.3 When a mare carrying a foal is sold, the vendor should ensure the ASH Breeding Certificate is submitted to the Society, together with the Transfer Application for the mare.

## **1.15 Sale of Embryo**

- 1.15.1 Embryo - The initial owner of the resulting progeny is the Registered Owner of the donor mare, unless an Embryo Transfer Sale Notification form has been submitted. The breeder is the Registered Owner of the donor mare at time of mating.
- 1.15.2 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 Embryo Purchaser as the initial owner. The prescribed fee for transfer of an embryo will apply.

## **1.16 Bulk Transfer**

- 1.16.1 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 may apply. There is no limit to the number of applications in a bulk transfer. Reduced rates will apply if the new owner is a member under the age of 18 yrs, **regardless of which member pays the fee.**

## **1.17 Nominee of Vendor's Membership - Deceased**

- 1.17.1 The Executor and/or Executrix (or person/s appointed as an Administrator in the case of a person who died intestate – no will) must provide relevant documentation to confirm their appointment under the Estate, together with documentation to verify their signatures.
- 1.17.2 If more than one Executor and/or Executrix (or Administrator) is named in the estate, ALL Executors and/or Executrices (or Administrator) must provide and sign the documentation as required by the Society.
- 1.17.3 The Executor and/or Executrix of the Estate (or Administrator) may appoint an authorised agent to act on behalf of the Estate to sign any documentation for registration and transfer purposes.
- 1.17.4 To transfer a horse from a deceased Estate, all Executors and/or Executrices (or Administrator), or a person authorised by the Estate, must sign the Transfer Application.
- 1.17.5 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. **If the horse's Certificate of Registration is not returned to the Society, the purchaser will be responsible for payment of additional fee for the re-issue of the registration certificate.**
- 1.17.6 If horses are transferred to multiple memberships, transfers fees will apply for each new owner.

- 1.17.7 If a horse is being transferred from a deceased nominee's membership, within twelve months of the nominee passing away; a reduced transfer fee may apply providing all documentation and fees are lodged at the same time and the following circumstances apply:
- 1.17.7.1.1 Horses are transferred to the nominee's Executor and/or Executrix (or Administrator).
  - 1.17.7.1.2 Horses are transferred to an individual who was previously listed as a joint Registered Owner of the horse on Society records (ie, A & B Bloggs).
  - 1.17.7.1.3 Horses are transferred to a member who was linked to the nominee's membership on Society records, at time of passing.
  - 1.17.7.1.4 Horses are being transferred to a member who is a significant beneficiary of horses under the Estate. The Executor and/or Executrix (or Administrator) must provide a signed statement to that effect.
- 1.17.8 If multiple horses are being transferred from the estate to one membership, a bulk transfer fee would be considered the reduced rate. In the case of any horse purchased from an Estate (not eligible for a reduced transfer fee), a standard transfer fee will apply. If eligible for a reduced transfer fee) under rule 1.17.7 the reduced transfer fee would be equivalent to a Youth transfer fee.
- 1.17.9 It is recommended that the Executor and/or Executrix (or Administrator), or person authorised by the Estate, attend to the ownership of all horses listed under the membership within twelve months of the nominee passing. Transfers submitted after twelve months of passing will not be eligible for any discount.

## 1.18 Syndicate

- 1.18.1 Procedures as for a single transfer will apply. MEMBERS OF THE SYNDICATE MUST BE FINANCIAL TO RECEIVE PRIVILEGES FOR THE HORSE.
- 1.18.2 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. Under a Syndicate Transfer, the name of the syndicate recorded by the Society as owner of the horse, will be recorded as HORSE NAME Syndicate No ... (1, 2, 3, etc).
- 1.18.3 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.
- 1.18.4 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.
- 1.18.5 Broodmares - any financial member of the Syndicate may register progeny of a broodmare owned by the Syndicate. In the case of a Syndicate Transfer, progeny is unable to be registered under the syndicate name. By utilizing a standard transfer to an individual membership (under a partnership name), progeny can be registered under the partnership name.
- 1.18.6 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 at time of service (otherwise penalties fees will apply). Any member of the syndicate may advertise the horse for stud purposes.
- 1.18.7 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.
- 1.18.8 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. If the horse's Certificate of Registration is not returned to the Society, the new owner will be responsible for payment of additional fee for the re-issue of the registration certificate.

## 1.19 Transfer Approved by Society

- 1.19.1 From 1st January 2020, transfers NOT signed or signed by unauthorised person - the Society reserves the right to accept a Transfer Application (or Transfer pertaining to new Application for Registration) that is not properly completed and signed by the Registered Owner.
- 1.19.2 Under no circumstances should the ownership of the horse be disputed, be involved in a property settlement or court proceedings. The member submitting the application is responsible for observing this rule and penalties may apply. Under such circumstances, the member must declare such circumstances, and if sufficient evidence is available, apply to the Board under rule 1.20.
- 1.19.3 The applicant is unable to provide a signed Transfer Application for any circumstances indicated below, the Society may review a request for Transfer under this rule.
- 1.19.3.1 The Registered Owner (or member eligible to register the horse) has left address – a Registered Mail letter was returned to the Society and new contact details has not been obtainable.
  - 1.19.3.2 The Registered Owner (or member eligible to register the horse) is NOT currently a Financial Member of the Society and has been an unfinancial member for two full consecutive years. The Registered Owner has not responded to the Society's request to submit a signed Transfer Application to the Society within 30 days of the Society issuing the request (letter or email).
    - 1.19.3.2.1 If a written response is received within 30 days from the Registered Owner without a signed transfer, the applicant must apply to the Board under rule 1.20.
  - 1.19.3.3 The Registered Owner (or member eligible to register the horse) passed away in excess of 24 months ago. If the membership has been continued by the Estate, or person passed away within a period of 24 months, rule 1.17 applies. Evidence needs to be provided to the Society to verify passing. If no evidence is available or is insufficient, applicant must apply to Board under rule 1.20.
  - 1.19.3.4 A Court Order clearly identifying the horse and current owner is provided and the owner identified in the court order is seeking transfer of ownership based on the Court Order.

- 1.19.4 Under the circumstances outlined in rule 1.19.3, the Society may accept a Transfer Application (or Registration with a simultaneous Transfer) based on the following:
- 1.19.4.1 The applicant seeking transfer has completed a Statutory Declaration Indemnity form for transfer purposes.
- 1.19.4.2 The applicant submits colour photographs of both sides of the horse to enable identification to be verified. If markings, brands and/or microchip are inconsistent, the request for transfer will be rejected and the applicant may apply to the Board under rule 1.20.
- 1.19.5 Should the Society approve the transfer of the horse, the current owner will be responsible for all applicable fees, ie, transfer, reissue, registration and the like.
- 1.19.6 The acceptance or non-acceptance of an Application to Transfer under this regulation shall be a matter for the Society in its absolute discretion, subject to the requirements of this rule.

## **1.20 Transfer Approved by Board**

- 1.20.1 From 1st January 2020, Transfer Application NOT signed or signed by unauthorised person - the Board reserves the right to accept the Transfer Application (or Transfer pertaining to new Application for Registration) that is not properly completed and signed by the Registered Owner.
- 1.20.2 Under the provisions of rule 1.19, the transfer has not been finalised, then the Board may review the application under this rule.
- 1.20.3 The ownership of the horse should not be involved in a property settlement or court proceedings. The member submitting the application is responsible for declaring such circumstances and need to provide detailed information and written evidence.
- 1.20.4 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.
- 1.20.4.1 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.
- 1.20.4.2 An applicant seeking the exercise by the Board of its discretion under this rule must make written application to the Board outlining the circumstances surrounding the inability to provide a properly completed and signed Transfer Application and shall pay the prescribed appeal fee (non-refundable) in advance. The applicant will also be responsible for payment of any additional expenses incurred by the Society in reviewing the case.
- 1.20.4.3 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.
- 1.20.4.3.1 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.
- 1.20.4.3.2 The current owner completes a Statutory Declaration Markings form for identification purposes, together with a colour photograph of both sides of the horse to enable identification to be verified. In addition, the current owner may supply any documentation relating to the identity of the horse.
- 1.20.4.3.3 The last Registered Owner may provide a written explanation as to why they are not prepared to sign a transfer application in accordance with regulation – Section 6, rule 1.5, or written evidence of a property settlement or court proceeding.
- 1.20.4.4 Should the Board approve the transfer of the horse, the current owner will be responsible for all applicable fees, ie, transfer, reissue, registration and the like.
- 1.20.4.5 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 rule.

## **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. With regard to genetic disorders, the Society makes no warranty that any horse is free from any genetic disorders and people must rely upon their own inspections, enquiries and assessments in this regard.
- 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.
- 2.5 The purchaser is responsible for inspection of any horse prior to sale and such inspection should include proof of registration and the vendor as the Registered Owner, verification of the identity of the horse in accordance with the registration, and/or 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 – Transferring or Leasing a Horse - 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 NOTIFICATION**

- 3.1 The Board may accept or refuse any **Lease Notification (commencement and/or 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. **When submitted to the Society, this form is a notification of a Lease of the Society, it is NOT a Lease Agreement.** If the horse's Certificate is not attached, additional fees for reissue will apply.
- 3.4 Within fourteen days of the termination date, the lease will be terminated and Certificate of Registration issued to the owner.
- 3.5 If the horse's Certificate of Registration is not returned to the Society with the Lease Notification, the Lessee will be responsible for payment of additional fees for the re-issue of the registration certificate. 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 **or shorten** 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, **or shortened**.
- 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 A lease shall not be effected unless the lessee is a financial member of the Society when the lease is processed.
- 3.10 A lease termination shall not be effected unless the lessor is a financial member of the Society when the lease termination is processed.
- 3.11 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.
- 3.12 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.
- 3.13 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).
- 3.14 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 for the mare.
- 3.15 Only the lease notification, **commencement** 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. It is recommended, such conditions should be endorsed by a lawyer or solicitor.
- 3.16 For a person under 18 years of age, the lease notification must be endorsed by a parent or legal guardian.
- 3.17 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.
- 3.18 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.
- 3.19 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.
- 3.20 The Society recommends that the Owner/Lessor and Lessee seek legal advice and obtain a written agreement in relation to the Lease, listing all mutually agreed clauses deemed necessary. The Society accepts no responsibility in relation to Lease arrangements

and has limited powers to intervene (ie accept a lease notification or terminate a lease). Disputes may be referred to arbitration by a neutral person or resolved through the Courts. Members may need to obtain legal representation to resolve disputes.

- 3.21 Under no circumstances should the lease or ownership of the horse be disputed, be involved in a property settlement or court proceedings. The member submitting the **Lease Notification** is responsible for observing this rule and penalties may apply.

#### 4 **PRIORITY APPLICATIONS**

- 4.1 A priority fee will apply to any member who requires a registration, transfer **application or lease notification** 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 a priority fee) by bank cheque, **credit or debit** card. Any applications paid by personal cheque will be held for five working days. An email or fax number for urgent transmissions should be provided by the member. Applications may be submitted to the Society by post, in person, by email or faxed. The documents, when received must be clear and legible.
- 4.2 Once the registration, transfer **application or lease notification** has been processed by the Society, the processed documentation will be emailed or faxed to the member. If the application is incomplete or inaccurate, an email or 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 **Application or Lease Notification** without assigning a reason.
- 5.2 Any Transfer **Application or Lease Notification** will be accepted by the Society on the understanding that the person submitting the **documentation** 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.
- 5.2.1 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 **Application or Lease Notification** 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 **Application or Lease Notification** 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 of a horse shall not be affected if the sire or dam has been de-registered, providing however, that the progeny was registered whilst the horse was registered.
- 5.7 **The Society may request confirmation of a microchip to verify the identity of a horse, by way of a veterinary certificate and/or photo of a scanner showing the microchip number.**
- 5.8 Horses or their progeny which, in the opinion of the Board, **are objectionable horses**, and have already been accepted for registration, may be de-registered by the Board.
- 5.9 Any member seeking the exercise by the Board of its discretion under these rule must make written application to the Board outlining the circumstances surrounding the case and shall pay the prescribed appeal fee (non-refundable) in advance. The applicant will also be responsible for payment of any additional expenses incurred by the Society in reviewing the case.
- 5.10 The Transfer **Application or Lease Notification** 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 **Application or Lease Notification** at all times remains the property of The Australian Stock Horse Society Limited.
- 5.11 NOTE: Any disputes of a contractual or financial nature in relation to the breeding, **ownership or lease** 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.