

2018 Landmark Classic Select Sale

LANDMARK OPERATIONS LIMITED (ACN 008 743 217) LANDMARK TERMS & CONDITIONS OF SALE

1. The Australian Livestock & Property Agents Association Ltd (ALPA) terms and conditions for livestock sales apply to livestock sales made at the 2018 Landmark Classic Sale. A copy of the ALPA terms and conditions will be available at the Tamworth branch of Landmark and during the 2018 Landmark Classic sale (2018 Classic).
2. All horses offered for sale at the 2018 Classic must be either a registered Australian Stock horse or a registered Australian Quarter horse. No foal recorded horses or A.S.B (breeding purposes only) horses will be accepted. All imported horses must be registered with the Australian Quarter Horse Association (AQHA) or Australian Stock Horse Society (ASHS) to be eligible for the sale. The age of the imported horses will be calculated according to the Southern Hemisphere breeding calendar. Horses with Performance Horse registration status as per AQHA <www.aqha.com.au/horse.rule_book/resources/2016_rulebook_sectiontwo.pdf> will not be accepted in to the 2018 Classic. All stallions or colts, aged 3 years and over at time of sale, must be Sire Registered and DNA recorded. Any horses accepted as a colt cannot be sold as a gelding. There will be a limit of one 2 year old male nomination per vendor. Any mare pregnancy tested in foal is ineligible to be nominated in the 2018 Classic. **Horses must be registered prior to nominating for sale. If the horse's registration has not been finalised, the selling agents cannot and will not accept the entry form. As a condition of entry, all sale horses will be inspected independently and approved for sale by the respective breed society. Any horse that is not fully endorsed by the society may not be permitted for sale, with any proceeds held by the selling agent in trust until accepted by the breed society for sale transfer.**
3. Original registration papers & signed transfers are required when presenting horses for inspection. As a condition of entry, all ASH registered horses must be fully financial at the time of sale in order to be endorsed by the society. No horse will be approved for sale unless endorsed by the relevant breed society the horse is being nominated under. Dual registered horses need only be endorsed by one breed society in order to be eligible for sale. Nominations will not be accepted unless accompanied by the entry fee (\$660 inc GST per horse).
4. Please note that as per previous years, any horses that have changed ownership after 1st July 2017 will not be accepted into the sale. The ownership status of all sale entries will be checked.
5. Potential buyers are encouraged to inspect all sale horses of interest prior to that horse entering the sale ring, as at the fall of the hammer the horse officially becomes the responsibility of the successful purchaser/s. All buyers have an immediate duty of care to ensure all horses are attended to and have adequate access to feed and water for the duration of the event. Purchasers have the right to request pre-sale x-rays of specific clots they may be interested in purchasing, however these must be performed prior to sale and at the prospective buyers expense.
6. Any horse sold at any prior Landmark Classic Sale that is sold by any other means other than at a Landmark Classic Sale will not be eligible to compete in any Landmark Classic Campdraft. Horses purchased at the 2018 Classic will not be eligible to enter the 2018 Landmark Classic Campdraft. A horse which has been inspected and later becomes unable to be offered through the sale ring will still be eligible for all incentives, provided the sale is submitted to the Landmark sale office within one hour of the last sale horse being offered at auction in the 2018 sale event.
7. The owner is responsible for checking that the information on the horse's registration certificate is correct at the time of nomination, i.e. sex, colour, brands, markings etc. Owners are advised to review the relevant Society's (i.e. AQHA or ASHS) regulations relating to Horse Identification obtainable from the relevant Society, in particular the verification of brands and marking discrepancy. **Horses must be presented to the satisfaction of a Society appointed inspector and may be vet checked prior to being offered for sale at the selling agents request.** Horses may be rejected from the 2018 Classic if the horse does not comply with the following conditions:
 - a) Markings and brands described on the horse's registration certificated MUST be clearly visible and identical to the horse presented at inspection;
 - b) The horse must be in suitable condition to be offered for sale at the discretion of either the breed society inspectors or the selling agents.
 - c) The horse is to be presented free of undesirable characteristics and conformation faults (as per AQHA & ASHS regulations, obtainable from the relevant breed society)
 - d) Where the vendor has retained semen or embryos, these details must be disclosed by the vendor to the Auctioneer prior to the sale of the lot. The Auctioneer will announce these details at the time of the sale.
 - e) The vendor must disclose any nonstandard medical procedure (excluding dental, castration and branding). Non-disclosure may result in the sale being rescinded. Horses with no disclosures or vet certificate to state otherwise may be nominated for drug testing.
8. Any post x-ray or vet checks will not be grounds for reversal or rescinding of sale. Any post sale disputes as a result of subsequent results will be strictly a matter between vendor and purchaser. If a sale is reversed or rescinded Landmark reserves the right to retain the commission for the sale.
9. Commission on the sale price (7% of sale price +GST) will be payable by the vendor to the Auctioneer in respect to each lot catalogued and sold. This commission is payable in full on the day of the 2018 Classic whether sold at Auction or by private treaty.
10. Any person involved with handling the horse within the perimeter of the grounds at the 2018 Classic including but not limited to strapper, handler, trainer, rider does so at their own risk. An equestrian helmet approved by the Australian Standards Association or international equivalent with a chin strap securely fastened MUST be worn by all riders/competitors under 18 years of age when riding within the perimeter of the grounds, not just in the sale ring.
11. Landmark reserves the right to restrict sale entries for the 2018 Classic.
12. Landmark does not accept any liability for any accident, damage, injury to horses, riders, beasts, ground spectators, or any other person or property whatsoever.
13. Landmark does not guarantee that cattle will be available on the day of the sale or for "pre-work" purposes.
14. Any horse entered in the 2018 Classic that is five years or older at the time of entry will be entered for the "SELECT" open age catalogue. Where Landmark may choose to restrict the number of entries for this particular part of the catalogue horses will be chosen on a combination of both breeding & performance Landmark's decision will be final.
15. Landmark reserves the right to alter the sale and/or competition program at any time without prior notice.

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IMPORTANT - Landmark Sale Horse Drug Policy

All horses being offered at the Landmark Classic Sale are offered subject to a **No Prohibited Substance rule** (unless accompanied by a current vet certificate stating that the horse has been treated for a minor injury with analgesics or anti-inflammatory drugs*).

This means that no Prohibited Substance is to be administered to the horse in the time before the 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 sale.

- In relation to the Landmark Classic Sale the purchaser or selling Agent, at the fall of the auctioneer's hammer, may request a blood sample be taken from the subject horse. Any test that returns a POSITIVE result will then be retested using the horses "B" sample. Any costs associated with a second positive test will be at the expense of the VENDOR. Any horse found to test positive to a restricted substance will result in the sale being terminated, if requested by the purchaser.
- A "prohibited substance", is anything that contains an ingredient that acts as a stimulant, depressant, tranquilliser, local anaesthetic, psychotropic (mood and/or behaviour altering) substance, or drug which might affect the performance of the horse and/or might interfere with the prohibited substance testing process.
- In the event of a sale horse returning a positive test to any banned substance, the following penalties will apply to the vendor and/or any handler or interested party:
 - 1st offence – 13 month ban;
 - 2nd offence – 5 year ban;
 - 3rd offence – 10 year ban.
- By entering a horse in the catalogue for sale at the Landmark Classic Sale, you hereby agree that horses will be taken at random for testing for any prohibited substance. Landmark will, at its expense, after the fall of the hammer test a number of horses and announce all findings from those tests on the Landmark Equine website within thirty days of the date of sale.
 - * All vet certificates must include a statement that the horse is fit for sale, the reason(s) for administering the drug, the drug administered, the dose, the route of administration and the date and time the last dose was administered.

A certificate must be dated within 7 days of the sale date and must be received at the Landmark sale office no later than 7.30am on Friday, 9th February 2018. Vendor is to guarantee 100% soundness with a cooling off period of 30 days after the last day of sale.

Any horses sold under this condition may have proceeds held by the selling agent in the Landmark Operations Limited Trust Account until such time as the cooling off period has been completed.

Landmark Privacy Policy

Landmark Operations Limited collects, uses, discloses and handles personal information in accordance with the Privacy Act 1988 (Cth) and its privacy principles (as amended from time to time).

Please see Landmark's privacy policy available at www.landmarkequine.com.au for information about privacy processes.

