SOUTH DEVON HERD BOOK SOCIETY

SPRING SHOW & SALE 2024

CONDITIONS OF SALE ENTRY

1. The Sale is subject to the National Beef Association's Standard Terms and Conditions of Sale incorporating Bull Breeding Warranty and Female Breeding Warranties, and to the Auctioneers' Conditions of Sale.

2. The Sale is confined to Vendors who are Members of the South Devon Herd Book Society.

3. The Sale is confined to animals which are :-

(a) the bona fide property of the Vendor, free from all liens, charges and encumbrances;
(b) entered in the South Devon Herd Book Society's Herd Book;
(c) if bulls, at least 12 months of age
(d) if females and not entered in class 6 or 7, not Grade A animals
(e) calves at foot that are at least 2 weeks of age.

4. The vendor shall have the right to fix a reserve price on any animal and shall notify his intention to do so at the time of entry to the Auctioneers, who may publish such intention in the Sale Catalogue. The amount of such reserve price shall be notified to the Auctioneers, in writing, before the sale of the Lot begins, in default of which the vendor shall have no claim against the Auctioneers for selling below the reserve price.

4a. There will be a minimum upset price of 2,500 gns (two thousand five hundred guineas) applied in the sale ring for any bull shown in the classes.

5. The Vendor shall not bid directly for any of his/her animals.

6. The Vendor shall have the right to refuse to accept the final bid for his animal.

7. The Auctioneers reserve the right to charge half commission on the amount of the reserve (or upset) price in the case of an animal which fails to reach the Vendor's reserve price, or which does not attract an open bid at the upset price.

8. Every animal will be sold in guineas (105 pence) and a commission of 6% will be charged by the Auctioneers on every sale. No animal may be sold privately before passing through the auction ring, and full commission will be charged on the sale of any animal sold after the Auction on the day of the Sale. Any such transaction must be passed through the Auctioneers office.

9. No animal shall be sold for export, and the Auctioneers shall state in the Sale Catalogue that the animal is not for export, unless the Vendor signs a declaration before the Sale stating:-

(i) that he is prepared to accept all current conditions for export including conditions as to testing procedures and protocols, and
(ii) that he is prepared to allow the Purchaser to test the animal for compliance with the relevant

breeding warranties at the Vendor's premises before shipment, subject to the Purchaser bearing all expenses, therefore, and paying for the reasonable cost of keep of the said animal.

10. The Sale proceeds are guaranteed by the Auctioneers, (except in the case of animals sold for export for which special conditions apply, or in the case of a valid claim under the National Beef Association Standard Terms and Conditions of Sale), who will account to the Vendor within seven days of the Sale.

11. The Vendor shall not withdraw from the sale after the declared closing date any animal entered except for good reason to be established to the satisfaction of the Auctioneers, either before or after the Sale. Any Member of the Society who, having entered an animal for the Sale, fails to bring that animal forward for Sale must produce either at the Sale, or by post to reach either the Society's office or the Auctioneer's office within seven days of the sale, a Veterinary Surgeon's Certificate which will account for such absence. Failure to produce such Certificate within the time stipulated will automatically render the member liable to a summary fine imposed by the Council of the Society in respect of each animal not present at the Sale.

(a) £200.00 per Bull (b) £50.00 per Female

12. The Vendor shall complete a separate Entry Form in respect of each animal offered for sale (save that the details of a calf at foot shall be entered on the Entry Form for its dam). The Vendor shall complete the Entry Form fully and accurately and as may be relevant in respect of each animal offered for sale.

13. The Vendor shall be responsible for the correctness of description, pedigree and history of each animal submitted for sale, (including all flushings for embryo transfer, caesarean operations and calvings recorded and to include calving dates for the dams of all animals entered), and no liability whatsoever is undertaken by the Society or the Auctioneers:-

(a) for the correctness of particulars given in the Sale Catalogue or
(b) for loss arising from an accident, fire or any other cause whatsoever, or for any damage done by animals before, during or after the Sale.

14. The Vendor warrants that each animal offered for sale has been bred by the Vendor unless otherwise notified to the Auctioneers.

15. The Vendor shall warrant his animal in accordance with the relevant warranties, contained in the National Beef Association's Standard Terms and Conditions for Auction Sales, which are available from the National Beef Association or the Auctioneer.

16. If the Vendor wishes to alter any particulars published in the Sale Catalogue, he must furnish full details of such alteration to the Auctioneers before the commencement of the Sale, which shall then be announced from the rostrum at the time of the Sale. Any such statement shall take precedence over the information provided in the Sale Catalogue.

17. Without prejudice to the generality of Clause 15 above the Vendor shall give the Auctioneers on the Entry Form full details of the following matters:

(a) defective vision
(b) faulty udders
(c) any other physical defect
(d) all caesarean births, premature births, multiple births (twins/triplets) and births from embryo transfer

(e) all flushings of a female animal in an embryo programme together with the number of eggs collected
(f) all previous calvings, including the date of the last service
(g) any transferred embryo being carried by a female animal
(h) in the case of a Bull, any semen taken from it.

18. All animals entered for the Sale (other than those entered in the commercial section) must be delivered to the Sale Centre between **11.00 and 14.00 on Tuesday 2nd April 2023.** A Veterinary Inspector appointed by the Society will carry out inspections on all animals at the Centre between **13.00 and 16.00** on that day. If animals are not made ready to be inspected during those times the Society reserves the right to refuse entry to the Sale. Any member who has an animal rejected will have their entry fee refunded.

19. Females entered in the commercial section must arrive at the Sale Centre **by 08.00 on Wednesday 3rd April.**

20. Every animal entered for the Sale must have a valid passport which is handed to the Auctioneers upon the animal's delivery to the Sale Yard.

21. Every animal entered for the Sale will have its tag mark or its identity checked as an integral part of the pre-Sale inspection procedure. All animals must have their UK tags in place. Any animal having faulty or illegible marks will be rejected from the Sale. Vendors are urged to check this in plenty of time so that faulty marks can be rectified in accordance with the required Society procedures.

22. The Veterinary Officer or other Official Inspector or panel of Inspectors appointed by the Society will examine every animal put forward, except those entered in the commercial section, for general health, locomotion, temperament, active infection (eg ringworm, etc), and defects (eg jaws, testicles, hernia, etc). Any animal discovered with a genetic fault, disease or disorder may be rejected from the Sale.

23. No animal suffering from an infectious or contagious disease, including, but without limitation, ringworm or warts, or a cow or heifer that has aborted her last calf, shall be permitted to enter the Sale.

24. A Veterinary Surgeon appointed by the Society may examine any animal put forward and may take samples from it for the purposes of detecting the presence of drugs of a non-nutritional nature or substances having a hormonal or thyrostatic action, and will reject any animal with traces in it of any such drug or substance, unless such animal is accompanied by a Certificate from a Veterinary Surgeon who is administering or has administered such drug or substance to the animal put forward.

25. Any Sale animal rejected at inspection under the terms of these Conditions will be marked by a cross by the Sale Inspector immediately, and the reason for its rejection will be given on the sale pen. Rejected animals may be offered for sale after all other male and female lots through the ring, with the reason for rejection announced, but without the NBA Terms and Conditions of Sale. Their sale must be put through the auctioneer's books, and no private selling after rejection and before the Show & Sale will be permitted.

26. Every halter-broken animal will be provided with a serviceable halter, which shall become the property of the Purchaser.

27. Every bull, and all heifers entered in the halter broken section of the Sale must be adequately trained to lead by halter (except calves sold at dam's foot) and must be paraded for inspection, unless

exempted by the Stewards, at the time and place to be notified.

28. Every bull over the age of twelve months must have a ring in his nose and must be tethered at all times.

29. Every bull will be weighed and measured as an integral part of the pre-Sale inspection procedure and will be required to conform to the Society's minimum breed standards.

30. Every Vendor must have at least one person in charge of his stock, which shall be in such person's sole care, provided always that no person under the age of sixteen years shall be permitted to lead any animal, either on parade, or in the sale ring. The Vendor must have at least one person in charge of his animals who will present them for weighing, parading and inspecting. *All* animals must be presented clean for inspection.

31. The Vendor or his authorised representative must present his animal to the sale ring at the time it is offered for sale. Any animal not presented for sale in the correct order will be sold at the end of the Sale.

32. Every animal except the Champion Male, the Reserve Champion Male, and the winner of the Thornton Cup will be sold in Catalogue order and no alteration will be permitted to the order of the Sale save in special circumstances as authorised by the Stewards or by the Auctioneers.

33. Every animal will be at the risk of the Vendor up to the fall of the hammer and at the risk of the Purchaser thereafter.

34. The Society reserves the right to take blood or hair samples from any animal presented at the Show and Sale and to have the sample independently analysed at a certified laboratory.

35. The Society reserves the right to test for any growth promoters banned by UK law and any temperament control substances.

36. All bulls will be DNA tested for myostatin status, and that status will be published in the sale catalogue. Any bull not having myostatin status available by the time of catalogue publication will not be accepted into the Sale. All animals declared as polled must have been DNA tested to confirm their poll status.

37. All bulls and females, excepting those entered in the commercial section, will be inspected for white on the underside and, if white is found that has not previously been declared on the entry form, a declaration will be displayed on the animal's pen and an announcement given in the sale ring.

38. The Herd Health Declaration completed by the Vendor will be displayed on the animal pen.

39. It is the responsibility of the Vendor whose herd is not BVD accredited under their CHeCS scheme to ensure that the laboratory BVD antigen test result certificate is made available to either the Breed Secretary or the Society Inspector prior to or at time of inspection.

40. Animals declared as polled and being entered in a polled class must be DNA typed for polling. Animals will not be inspected for poll status, and prospective purchasers should satisfy themselves of the visual aspect prior to bidding.

41. All DNA certification is issued by a testing laboratory from samples submitted by breeders and their representatives, and therefore the SDHBS is not responsible for the accuracy of any declarations of DNA status.

Appendix

Please note the South Devon Breed Description below. If a Vendor has any concerns about particular characteristics, he or she is invited to contact the Breed Secretary prior to entering the animal into the Sale who will give further guidance. The Vendor is advised to seek comments about general health from his Veterinarian at the time of the compulsory TB test to be undertaken within 60 days of the date of the Sale.

COLOUR AND COAT Strong, curly coat of light medium red colour. Any white under-body undesirable particularly in front of the navel. Hide loose and pliable.

HEAD Broad and kindly in appearance, with broad and uniformly pink nose and muzzle, free from blue (blotches) and smut (black hairs around lips). Horns, if present, should be white or yellow and curve downwards. Ears set well forward and of a good size.

SHOULDERS Not prominent, blending neatly with a deep body.

BODY Deep and full in girth. Ribs well sprung, even and extending well back along the spine. Deep in the flank giving a level underline and not an extended gut. Back straight with good width extending from behind the shoulders to the loin.

HINDQUARTERS Rumps long, wide and square on top. The rounds wide and deep to hocks. The tail should be level set and blend neatly into the rumps. It should be strong with a good brush.

TEMPERAMENT Docile.

BULL Masculine characteristics with size and flesh to attain 1200 to 1500 kgs at maturity. Testicles of substantial and even size and suspended equally. Twisted testicles are undesirable.

COW Feminine appearance with good size and even flesh. Even shaped, well-attached udder with well-spaced, equal and moderately sized teats.

LEGS AND FEET Legs showing strong bone, flat rather than round below the hock. The hind legs reasonably straight and parallel with hocks well apart; the fore legs not wide apart and all having good sound feet, pointing directly forwards. Even locomotion with parallel tracking.