The Limousin Assurance Program (LAP) was established to differentiate Australian Limousin Breeders Society members from commercial breeders who sell unregistered bulls and females. The LAP provides a standard guarantee by the vendor of the quality of the animal being sold and provides advice should this be challenged by the purchaser. The elements of the LAP are as follows:

1. **Pedigree Registered**

All seedstock animals offered for sale must be registered or recorded with the Australian Limousin Breeders’ Society and transferred at the vendor’s cost upon the request of purchaser.

2. **Fertility Warranty**

   **Females**
   
   All females sold as unjoined (unless they are calves at foot) are warranted fertile to natural service within 12 months. Females over 12 months and sold as joined must be provided with a veterinary certificate to confirm pregnancy. The purchaser is to have the right to a full refund of the purchase price of the female (excluding any costs and expenses of the purchaser) on submitting a veterinary report after the expiration of 12 months to the effect that the purchaser has been unable to get the female in calf to natural service. The veterinarian must state that in his opinion there is no evidence that the female has suffered any injury or illness since being sold to the purchaser which could have affected her breeding ability. The veterinarian must also state that in his opinion there is no evidence that the female has been subjected to embryo transfer procedures. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is true and correct) must be forwarded to the vendor (with a copy to ALBS) within 14 days of the first anniversary of the sale date.

   **Bulls**
   
   All bulls are to be sold as fertile and capable of natural service. The purchaser is to have the right to a full refund of the purchase price of the bull (excluding any costs and expenses of the purchaser) within six months of the date of the sale subject to submitting a veterinarian’s report stating that the bull is infertile or incapable of natural service. The veterinarian must also state that in his opinion the bull has not suffered any injury or illness since being sold to the purchaser which could have affected his breeding ability. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is believed by the purchaser to be true and correct) must be forwarded to the vendor (with a copy to ALBS) within 14 days of the date being six months after the sale date.

3. **Docility Warranty**

   Breeders who are members of the LAP program must submit docility scores to the ALBS for all of the live registered and recorded calves for the previous year’s calf drop. There must be a minimum range of at least half a score for groups of larger than 4 calves.

   All animals covered by the LAP are sold as having acceptable docility as defined by scores Between 1 and 2.5 in the official scoring system used by the Australian Limousin Breeders’ Society. In rare instances, a docility score will have been submitted for an animal but a docility Estimated Breeding Value (EBV) cannot be generated. In this instance, the ALBS office can be contacted to confirm that the animal has been docility scored.

   Should the animal be found to have unacceptable docility within 28 days of the date of the sale, the purchaser is to have the right to a full refund of the purchase price of the animal (excluding any costs and expenses of the purchaser) OR be provided with a replacement animal of similar quality and price by the vendor, subject to the purchaser submitting a veterinarian’s report stating that the animal is of unacceptable docility defined as scores between 3 and 5 in the official scoring system of the Australian Limousin Breeders’ Society. The veterinarian must state that in his opinion the animal has not been mistreated in a way which would have affected its behaviour since being sold to the purchaser. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is believed to be true and correct) must be forwarded to the vendor within 14 days after 28 days post-sale has passed.
4. Liability of Vendor

The liability of a vendor in respect to claims relating to fertility shall not exceed the purchase price of the animal(s) or provision of a mutually acceptable replacement animal(s).

5. Disputes

Should the vendor of an animal dispute a claim for compensation by a purchaser submitted according to the requirements of the program, the ALBS office should be contacted immediately. Each party will be required to submit details of their case supported by documentary evidence from a registered veterinary surgeon in accordance with guidelines established by the Australian Association of Cattle Veterinarians.

In the case of a fertility claim, the vendor has the right to have the animal placed on a property nominated by him/her or returned to his/her own property for further assessment of fertility for a period not exceeding six months. If the animal proves fertile within the period such status must be confirmed by a certificate issued by a registered veterinary surgeon in accordance with the guidelines established by the Australian Association of Cattle Veterinarians and costs incurred must be borne by the Purchaser. If the animal is not proven fertile within the period, the costs incurred must be borne by the Vendor.

Where the dispute involves unacceptable docility, the executive committee of the ALBS Board will nominate one or more people to inspect the animal and provide a report to the Board. The decision of the Board is final. Costs will be charged to the unsuccessful claimant.

Where a claim is made that requires a veterinary certificate to be supplied, the vendor has the right to seek an independent veterinary certificate at their expense.

6. Annual Commitment

Members of the LAP will be required to re-commit to the requirements of the guarantee program each year via printable declaration. A small administration fee is charged annually.

Limousin Assured Program Declaration

I/we hereby apply to join the Limousin Assurance Program, and in doing so, confirm that I/we agree to abide by the terms outlined in the document and agree to pay the associated fees.

Member Name:........................................................................................................................................................................

Member Ident:.............................................................................................

Signature:....................................................................................................................

Date:......../......../........

Please return this form to the ALBS Office via email office@limousin.com.au or by post to PO Box 262, Armidale, NSW, 2350

*updated November 2018