

# BRITISH LIMOUSIN CATTLE SOCIETY LIMITED

## BYELAWS

**REVISED 17<sup>th</sup> December 2019**

In accordance with the requirements of section 229 of the Companies Act 2006, copies of the Memorandum and Articles can be obtained upon application, at a price per copy to be determined from time to time by resolution of the Council of Management. They are also available on the Society section of the British Limousin Cattle Society website [www.limousin.co.uk](http://www.limousin.co.uk).

The current levels of this and all other prices set out in the following Byelaws are defined in Appendix A. This Appendix will be revised and reissued to all members as and when the Council of Management sees fit to make amendments thereto.

These byelaws are in accordance with Regulation (EU) 2016/1012 of the European Parliament and of the Council of 8 June 2016 (referred to throughout this document as the 'EU Zootech Regulation (2016)' and in the definitions within Appendix E) and are effective from 1<sup>st</sup> November 2018.

### Bye Law

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## BYE LAW - 1

### DEFINITION OF LIMOUSIN BREED STANDARDS

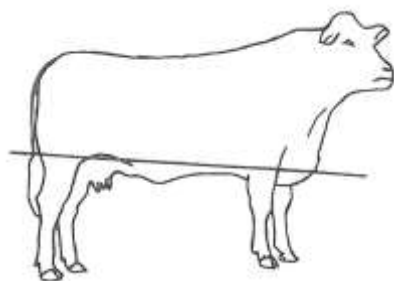
Reference to breed standard and breed type in the context of size, head, body, legs and disposition is included in Appendix E.

### COAT COLOUR

This should be solid and vivid red in colour, or black. Some variation is acceptable, but it should not be too dark or light, and should be lighter under the stomach, inside the thighs, around the eyes and muzzle, and around the anus and end of the tail.

At the discretion of the Society, any male or female which has a solid patch of hair of an inconsistent colour with the main coat colour and which is larger than 1.25cm in diameter except below a straight line extending from where the flank meets the anterior aspect of the hind leg to the point of the sternum (breast bone) and not including the legs must not be used for pedigree breeding. (Please see **Diagram A** below).

### DIAGRAM A:



## BYE LAW - 2

### THE BRITISH LIMOUSIN PEDIGREE HERD BOOK

**2.1** The Herd Book shall include particulars of the pedigrees of Limousin cattle eligible to be entered therein, and such other information as the Council of Management may from time to time decide. Base animals and animals bred from base animals for the purposes of grading up will be maintained in a Supplementary section of the herd book (also referred to as the Supplementary Register). The purpose of the Supplementary Register is for the recording of animals which do not meet the parentage criteria of the full herd book but which are judged by the Society to comply with Limousin breed type, with the aim of subsequently breeding those animals with purebred Limousin animals in order for the progeny to be upgraded into the main section of the herd book. The specific rules for upgrading the progeny of those animals into the main section of the herd book are laid down in Byelaw 4 below.

For reasons of accuracy and transparency, at the discretion of the Council of Management, information on any animal in the Herd Book, including but not limited to any genetic details may be published.

**2.2** The Society will accept entries tendered for registration in the Herd Book by a person, or his/her authorised representative, who is a full member of the Society.

**2.3** Animals not domiciled in the UK will not be eligible for registration in the Society's Herd Book.

**2.4** The entry of every animal must be tendered for registration by the breeder of such animal except (i) in the case of a foundation animal for a Base Female for grading-up purposes, or as the Society shall otherwise permit and (ii) in the case of an animal imported to the United Kingdom by a member.

**2.5** In the last preceding paragraph the breeder of an animal means a member of the Society who, at the time such animal is born, is the bona fide owner of the dam of such animal.

In the case of embryo calves, the bona fide owner of the embryo, at the time the calf is born, will be deemed to be the breeder.

**2.6** It shall be the duty of every member of the Society to give information in writing to the Society without delay of every case of alleged misrepresentation or inaccuracy in the particulars furnished by any member or other person with reference to the pedigree or identity of any animal, or the entry of any animal in the Herd Book, or to the notification of the birth of any animal, which shall come to his/her knowledge, and to assist the Society by every means in his/her power to investigate every such case.

**2.7** The furnishing of false or inaccurate particulars with reference to the pedigree or identity of any animal in the Herd Book, or to the notification of the birth of any animal, or to the exhibition, sale or transfer of any animal, or any misrepresentation or gross carelessness in furnishing or keeping Herd Book particulars and statutory animal records, shall be considered as conduct derogatory to the character and prejudicial to the interests of the Society under the Society's Articles of Association. The responsibility for the accuracy of furnished information or particulars rests solely with the Member.

The use of performance-enhancing drugs, stimulants or tranquilisers (other than those licenced for bovine use at the time of the alleged incident) by any member or their authorised representative, on any animal, shall be considered as conduct contrary and detrimental to the character and prejudicial to the interests and name of the Society under the Society's Articles of Association.

Members are solely responsible and accountable for the actions of their representatives (which may include but not be limited to staff members, family members and contractors).

Where a member or their representative conducts themselves in a manner contrary or detrimental to the character or prejudicial to the interests or name of the British Limousin Cattle Society, the member may be referred to the Society's Disciplinary Procedure as described in Appendix C of these Byelaws.

**2.8** The Society may, either before or after the entry of any animal in the Herd Book, to make such enquiries or investigations with respect to the animal (including but not limited to (a) the inspection by any of its officers or agents of the animal or its parents or progeny, or any records maintained by members and (b) the collection and testing of any hair root follicles, blood, semen and tissue or other samples) as the Society shall consider reasonable in the interests of its members, with the object of ensuring the accuracy of the Herd Book and entries therein.

**2.9** The Society may refuse to accept any registration or transfer requests from a member, his/her authorised representative or , any person or Company whom the Society, at its absolute discretion, considers not to be a fit and proper person or company for that purpose. The Society will notify its decision to any member affected thereby, by letter from the Secretary, and the member will be entitled within six weeks of such notification to make either oral or written representations to the Society for their further consideration.

**2.10** The Society reserves the right to suspend or attach special conditions to registration or transfer requests from a member or members whose conduct is being considered under the Disciplinary Procedure contained in Appendix C of these Byelaws.

**2.11** The acts and omissions of any person or persons who own animals jointly with any member of the Society shall for all the purposes of these Byelaws and the Articles of Association of the Society be treated as the acts and omissions of such members.

**2.12** The entry of any animal in the Herd Book shall be at the absolute discretion of the Society.

**2.13** Genetic test results are reported to members by the Society in good faith based on information provided to it. No representation or warranty expressed or implied is made or given by the Society as to their accuracy, reliability, completeness or correctness. The Society shall not be liable for any losses (whether direct or indirect), damages, costs or expenses whatsoever, incurred or arising from any use of or reliance on the information by any person.

**2.14** All members are subject to the terms of the Society's Privacy Policy. The Privacy Policy can be found on the Society's website [www.limousin.co.uk](http://www.limousin.co.uk). Printed copies can be made available upon request to the Society's office.

**2.15** The Society may at any time withdraw the entry of any animal in the Herd Book thereto which shall be found to be missing any required information or contain any false or inaccurate particulars or statement or to have been made on the faith of any false or inaccurate particulars or statement given or made to the Society. On the withdrawal of the entry of any animal in the Herd Book, where it exists, the paper certificate of registration issued by the Society in respect of such animal shall be delivered up to the Society and withdrawn.

Any false declaration or inaccurate particulars or statement will be deemed derogatory to the name and interests of the Society. At its discretion, the Society may refer the circumstances of the false declaration or inaccurate particulars or statement to the Disciplinary Procedure detailed in Appendix C of these Byelaws.

## **BYE LAW - 3**

### **REGISTRATION APPLICATION AND REGISTRATION CERTIFICATES**

**3.1** To be eligible for entry in the main section of the Herd Book or any registers supplementary thereto, except by means of Base Female, an animal must be born of parents and grandparents whose entries are already registered in a recognised Limousin Herd Book affiliated to either the International Limousin Congress or Eurolim Association or are already registered in the herd book of a recognised 'third country' (see Appendix E for definition). Animals born of parents whose entries are registered in any other Limousin named Herd Book issued in the United Kingdom will not be eligible for entry in the Herd Book. Imported cattle and embryos must have an export certificate from the Herd Book of country of origin.

#### **3.2 Imported Semen**

The use of imported semen within the Herd Book is allowed. Please Note that all imported semen must conform to the pedigree requirements of the Zootech Regulation (2016) (as detailed in Byelaw 3.4 below) to be included in the Herd Book or its Supplementary Register. A pedigree certificate from the country of origin, a DNA profile as recommended by the International Society for Animal Genetics (ISAG), from a recognised agency and a copy of the health documents required at the point of import must be received by the Society before use of semen.

It shall be members' responsibility to check in advance that semen they wish to import to or export from the U.K. complies with all regulations of the relevant recognised Limousin Herd Books.

**3.3** The fact of an animal being a twin or otherwise one of a multiple birth shall be notified to the Society within 7 days of birth stating the sex of the other twin or other calves, and which shall be mentioned in the Herd Book against the registration entry of such animal.

#### **3.4 Methods of Registration**

The Society's fees for entry of a registration in the Herd Book or any registers supplementary thereto shall be at the rate currently determined by resolution of the Council of Management as applicable to each separate class and/or category of animal eligible for registration therein. The current rates are and shall be as set out in Appendix A to these Byelaws.

The birth of every calf whose entry is desired to be registered in the Herd Book shall be notified to the Society by the breeder or his/her representative by one of the following three options:

- i) Traditional paper/postal means
- ii) Web-based on-line registration
- iii) Telephone registration.

Registration applications must be submitted to the Society in line with the time limits set out in Bye Law 3.5.

In respect of traditional paper/postal means, this shall be done by the breeder or his authorised representative fully completing and transmitting to the Society in respect of every such calf, one of the Society's birth registration documents obtained from the Society, or a computer generated form approved by the Society and containing entries thereon certified by the breeder or his authorised representative to be correct and accompanied by the relevant fee as set out in Appendix A.

In respect of web-based on-line and telephone registration applications, this shall be done by the breeder or his/her authorised representative. To use this means, a breeder must either apply for, or create for themselves, a unique user name and password. A breeder must also be on Direct Debit to create for themselves use either of these registration means. Breeders or their authorised representative must supply to the Society in respect of every such calf, the required pedigree registration application information.

The information required to complete a registration application is detailed in Appendix F. This lists the requirements of the EU Zootech Regulation (2016).

- The information required from the breeder or his/her authorised representative for the purposes of animal registration is highlighted in Appendix F in bold type. It is the responsibility of the breeder or his/her authorised representative to ensure the information supplied is accurate.
- Some information required in the pedigree certificate by the EU Zootech Regulation (2016) relies on submission of information by owners (or their authorised representatives) later in an animal's life. This is indicated in italic type in Appendix F. Whilst it is the responsibility of the Society to ensure the information is included on the pedigree certificate, it is the owner's responsibility (or that of his/her authorised representative) to ensure the information is available as required and is accurate.

In both instances above, submission of inaccurate or misleading information and failure to submit required information is dealt with under Bye Law 2 above.

To be eligible for entry in to the main Herd Book animals must also comply with the 'three generation rule' prescribed by the EU Zootech Regulation (2016). This states that, subject to wider provision for grading up to pedigree status (see byelaw 4), the parents and both set of grandparents must be registered in the main section of a recognised Limousin Pedigree Herd Book. For clarity:

<b>Animal eligible for registration in the Main Section of the Herd Book</b>	<b>Sire:</b> must be registered in Main Section of the Herd Book	<b>Grandsire:</b> must be registered in Main Section of the Herd Book
	<b>Dam:</b> must be registered in Main Section of the Herd Book	<b>Grand-dam:</b> must be registered in Main Section of the Herd Book
	<b>Dam:</b> must be registered in Main Section of the Herd Book	<b>Grandsire:</b> must be registered in Main Section of the Herd Book
	<b>Dam:</b> must be registered in Main Section of the Herd Book	<b>Grand-dam:</b> must be registered in Main Section of the Herd Book

**3.5.1** There are four designated periods within which breeders are able to register calves. The first registration period is for pedigree calves whose registration application is received within 28-days of birth. The second registration period is for calves whose registration application is received between 29 – 90 days of birth. The third registration period is for calves whose registration application is received between 91 – 180 days of birth. The fourth registration period is for calves whose registration application is received between 181 and 365 days of birth whereby the calf's parents will be required to be DNA profiled at the breeder's expense and the calf in question fully parentage verified. The herd will also be subject to a full herd inspection. Any animals registered within the fourth registration period will not be eligible for any available de-registration refunds.

The registration period, for fees to be charged, will be deemed to be at the point when all the relevant information has been received at the Society office.

The level of fees applicable to each registration period and the registration option used, is determined by the Council of Management from time to time and is set out in Appendix A.

**No registration application for any animal will be accepted if received by the Society later than 365 days after birth.**

**Please note the one exception to the 365-day rule is the registration of a base female (as detailed in Byelaw 4)**

**3.5.2 Birth Notification of Calves.** As from 1<sup>st</sup> January 2020, all calves born to registered females in Members' herds should be 'birth notified' within 28 days of birth if they are not to be registered during this time. Animals that are registered in the first 28 days need not be birth notified. There is no fee in relation to birth notifications. The normal registration fee will only be applied if a notified calf is later registered. In order to keep calving records accurate, all crossbred calves and dead calves born to registered cows must also be notified. Provision to carry out notifications will be made available online through the Taurus database and through the Office telephone service. The procedure in both cases will be very similar to the normal registration process, requiring the same information. Animals that are fully registered within 28 days of birth need not be birth notified. Births should only be notified if the calves are not to be registered in this 28-day period.

Where members elect to do so, birth notification details will be automatically sent to BCMS to register the calf there and apply for its passport, in the same manner as the current service provided at calf registration.

**3.5.3 Birth Weights.** As from 1<sup>st</sup> January 2020, Members **must** put in an actual or estimated birthweight when birth notifying or registering calves. If actual weights are being recorded, they are best taken within a calf's first 48 hours and ideally all calves in a group would be weighed at as similar a time as possible. **No unreasonable risk should be taken by handlers when carrying out the procedure; estimated weights can be submitted without the need to physically handle the cow or the calf.**

**3.6** Any registration application once received by the office which is not fully processed due to incomplete information within one year from receipt will not be eligible for registration. Such registration fees which have been paid in respect of the application will be refunded.

All members registering calves must have paid the relevant fee along with the required registration information.

The only exception to this rule is in the case of a free martin (a female calf twinned to a bull calf), where the registration information will be held in the office for up to 2 years to determine whether the animal is capable of breeding.

**3.7** On the entry of an animal in the Herd Book, the Society shall issue to the member registering such animal a pedigree certificate containing, at the discretion of the Society, information about that said animal in accordance with EU and/or Government Regulations. Certificates can be issued in electronic or paper format.

**3.8** Export pedigree certificates will be issued in respect of cattle registered and paid up in accordance with paragraph 3.4 above, on demand to the Secretary, accompanied by the Export Pedigree Certificate fee currently determined by the Council of Management. The Secretary shall not issue any Export Certificate until the Society fee thus determined

has been received. The level of this fee currently determined by the Council of Management is set out in Appendix A to these Byelaws.

**3.9** Any member may withdraw the registration of any animal of which he is the bona fide owner and instruct the Society to accept no further registrations from the named animal.

If the breeder notifies the withdrawal of the animal, if the animal remains in the breeder's ownership, and the pedigree certificate is returned to the office or the deregistration is actioned online before the animal is 450 days of age, then a portion of the registration fee will be refunded as determined by the Council of Management from time to time and set out in Appendix A.

Any animal that has been withdrawn in accordance with the above will not be eligible for re-registration.

Registration refunds are not available to owners of animals who are not the breeder of the animal and who wish to withdraw the registration.

**3.10** Members may enter bulls in the Semen Royalty Scheme and specify royalties payable to them on registration of progeny in the Herd Book under the terms and conditions determined by the Council of Management, from time to time. Please note Bye Law 7.

**3.11** All pedigree Limousin calves must be tagged in accordance with Government requirements for beef animals.

**3.12** All animals born before 01 January 1998, which have not been electronically tagged with the Society's approval, must be ear marked by tattoo with the correct Herd Book number as detailed on the official pedigree certificate.

Animals born prior to 1998 which have illegible tattoos may upon notification to the Society be tagged with an approved tag printed with the Herd Book number provided that they also carry a ministry tag with this number previously recorded with the Society.

## BYE LAW - 4

### GRADING-UP WITHIN THE SUPPLEMENTARY REGISTER OF THE BRITISH LIMOUSIN PEDIGREE HERD BOOK

Cattle entered in the main section of the Herd Book include all animals meeting the minimum 'three generation requirements' of the EU Zootech Regulation (2016) detailed in Byelaw 3.4

#### 4.1 GRADING UP

Under the Zootech Regulation (2016) the Society maintains a Supplementary section within the herd book which enables the grading up of progeny from animals that are not within the main section of the Herd Book.

Females (only) may be entered into the main section of the Herd Book where they meet the following conditions:

- Its mother and maternal grandmother are entered in a supplementary section of a recognised Limousin Pedigree Herdbook
- Its father and two grandfathers are entered in the main section of a recognised Limousin Pedigree Herd Book

For clarity:

	<b>Grandsire:</b> must be registered in Main Section of the Herd Book
	<b>Sire:</b> must be registered in Main Section of the Herd Book
	<b>Grand-dam:</b> must be registered in Main Section of the Herd Book

**Female eligible for registration  
in the Main Section of the  
Herd Book**

	<b>Grandsire:</b> must be registered in Main Section of the Herd Book
<b>Dam:</b>	registered in Supp. Section of the Herd Book
	<b>Grand-dam:</b> registered in Supp. Section of the Herd Book. May be a 'base cow'

- A 'base cow' is a female that is at least 50% Limousin, being the progeny of one cross from a Limousin bull entered in the main section of a recognised Limousin Pedigree herd book, on a cow suitable for the establishment of a grading-up programme, conforming to a Limousin breed type.
- Base cows will be entered in to the Supplementary section of the Herd Book at a grade of 50%
- Breeding details of base cows will be held within the Supplementary section of the Herd Book
- A base cow may be registered at any time, for the basic fee determined from time to time by the Council of Management and currently set out in Appendix A of these Byelaws.
- Members may enter base cows in the Supplementary section of the Herd Book subject to approval by the Society through an appointed inspector (or inspectors) and payment of the normal inspection fee.
- Percentage grades shall be published at the Society's discretion for animals registered in the Supplementary section of the Herd Book.
- For the purposes of the calculation and publication of grade percentages, all percentages will be whole numbers. Therefore, 0.49 and below will be rounded down and 0.5 and above will be rounded up. For example, a grade percentage of 87.5% would be rounded up to 88%.

Males bred from graded-up animals may only be registered in the main section of the Herd Book if their sire and dam are also registered within the main section of a recognised Limousin Pedigree Herd Book. For clarity:

Main section regd males bred by graded females		<b>Sire:</b> must be registered in main Section of the Herd Book
		<b>GGrandsire:</b> must be registered in Main Section of the Herd Book
	<b>GSire:</b>	must be registered in Main Section of the Herd Book
		<b>GGrand-dam:</b> must be registered in Main Section of the Herd Book
	<b>Dam:</b>	must be registered in main Section of the Herd Book
		<b>GGrandsire:</b> must be registered in Main Section of the Herd Book
	<b>GDam:</b>	registered in Supp. Section of the Herd Book
		<b>GGrand-dam:</b> registered in Supp. Section of the Herd Book. May be a 'base cow'.

Males may not be registered within the Supplementary section of the herd book.

#### 4.1.1 IMPORTS

Please Note that all imported embryos, semen and live animals must conform to the requirements of The Zootech Regulation (2016) (as detailed in Byelaws 2 & 3 above) to be included in the Herd Book or its Supplementary Register.

It shall be members' responsibility to check in advance that embryos or semen they wish to import to or export from the U.K. comply with all regulations of the relevant recognised Limousin Herd Books.



#### **4.1.2 SALES**

At the Society's discretion, all grade percentages relating to animals registered within the Supplementary Section of the herd book will be published in the catalogues of Society sales, along with any other genetic details at the time of entry and any wider information the Society deem appropriate and relevant.

Only cattle that are registered in the Main Section of a recognised Limousin Pedigree Herd Book will be eligible for sale at collective sales of the Society. Cattle registered in the Main and Supplementary sections of recognised Limousin Pedigree Herd Books will be eligible for sale at a production, reduction or dispersal sale.

#### **4.1.3 SHOW RECOMMENDATION**

The Society has no jurisdiction over show societies in determining the eligibility for Limousin classes. The recommendation given to show societies when requested is that cattle registered in the Main Section of a recognised Limousin Pedigree Herd Book should be eligible for entry.

### **BYE-LAW - 5**

#### **FERTILISED OVUM TRANSPLANT (FOT), INCLUDING IN VITRO FERTILISATION (IVF)**

##### **5.1 INTRODUCTION**

Cattle born as a result of the transplantation of a fertilised ovum (FOT or IVF) shall be eligible for registration in the Herd Book, subject to any statutory regulations published by Government and any conditions agreed between the Society and the National Beef Association.

##### **5.2 GENERAL**

No calf born by FOT/IVF will be registered in the Herd Book unless all the conditions stated in these regulations have been fully satisfied.

##### **5.3 BASIC QUALIFICATIONS FOR THE ACCEPTANCE OF A DONOR COW**

The donor cow is to be a Limousin cow registered in the main section of a recognised Limousin Herd Book.

- a) All donor females must be DNA profiled by a recognised agency,

##### **5.4 BASIC QUALIFICATIONS FOR THE USE OF A SIRE FOR FOT/IVF**

The Sire is to be a Limousin bull which has been:

- a) Registered in the main section of a recognised Limousin herdbook
- b) DNA profiled by a recognised agency.

**5.4.1** Imported semen from a Limousin bull registered in the country of origin and DNA profiled by a recognised agency will also be eligible. Imported semen must meet the eligibility requirements of the Herd Book as defined in these Byelaws.

##### **5.5 SEMEN COCKTAILS**

Where a breeder chooses to use more than one service sire for a single flushing, the sire must be identified by DNA profiling carried out by a recognised agency. Registration applications for a calf will only be fully registered when the sire has been confirmed by DNA profiling by a recognised agency.

##### **5.6 THE RECIPIENT DAM**

The recipient dam is always to be identified with a tag and the identification must be recorded in the Society FOT/IVF documentation mentioned below. The date of birth and breed type must also be recorded.

##### **5.7 PROCEDURES FOR THE REGISTRATION OF AN FOT CALF**

Registration of an FOT/IVF calf will be accepted by the Society upon receipt of the following:

- a) A completed Birth Registration application
- b) A hair or tissue sample for the calf which must subsequently have parentage confirmed against sire and dam

c) The relevant registration fee payable as set out in Appendix A.

## **5.8 EXPORT OF EMBRYOS**

The Zootech Regulation (2016) requires that when an embryo is exported it is to be accompanied by an Export Certificate issued by the Herd Book Society.

## **5.9 IMPORTATION OF EMBRYOS**

An imported frozen embryo may be registered with the Society on submission of the following:

- a) DNA profiles, as recommended by a recognised agency, for the sire and dam of the embryo
- b) A three generation pedigree of the sire and dam as issued by a recognised Limousin Herd Book, in accordance with the Zootech Regulation (2016).

# **BYE LAW - 6**

## **EXPORT AND IMPORT OF CATTLE**

### **6.1 EXPORT OF ANIMALS**

The Zootech Regulation (2016) requires that when an animal is exported it is to be accompanied by an Export Certificate issued by the Herd Book Society. In the case of exports from the U.K. an Export Certificate will only be issued for an animal which has been registered with the Society.

The fee for the issue of an Export Certificate is noted in Appendix A.

### **6.2 IMPORT OF ANIMALS**

Imported animals will be allowed into the Herd Book on submission to the Society of an export certificate from the country of origin and the appropriate import fee as set out in Appendix A. The Society maintains the absolute power to only accept imported animals in to the Herd Book that conform with the registration requirements of the Zootech Regulation (2016) as defined in these byelaws.

### **6.3 ELIGIBILITY**

It shall be members' responsibility to check in advance that animals they wish to import to or export from the U.K. comply with all regulations of the relevant recognised Limousin Herd Books.

# **BYE LAW 7**

## **SEMEN ROYALTY SCHEME**

### **7.1 INTRODUCTION**

Any full member of the Society who owns a registered Limousin bull is entitled to charge a stud fee for any semen from his/her bull which is used in AI for pedigree breeding.

If membership of the Society lapses, any bulls previously entered on the scheme to that individual will be withdrawn from the scheme. Any bull can be re-entered on to the Royalty Scheme in the event of the member's Society membership re-commencing.

### **7.2 ELIGIBILITY OF BULLS**

All registered Limousin bulls, from which semen is available, are eligible for the Royalty Scheme except for any bull which has had pedigree or commercial semen distributed prior to application for the Royalty Scheme.

All bulls must be DNA profiled by a recognised agency prior to entry to the Royalty Scheme.

### **7.3 ELIGIBILITY OF SEMEN**

Imported semen from a Limousin bull registered in the country of origin and DNA profiled by a recognised agency will also be eligible for entry into the scheme.

### **7.4 ENTRY REQUIREMENTS**

An entry fee is to be paid for each bull entered in the Scheme to cover the initial costs of administration. At the same time, the owner of the bull is required to agree to abide by the rules of the Scheme as stated herein and to declare the price of Semen Royalty that he will be charging for his bull.

### **7.5 SEMEN ROYALTIES**

a) Semen Royalty fees due will be collected by the Society and will thereafter be paid to the bona fide owner of a bull's pedigree AI Semen Royalty rights. In relation to this Scheme, the term 'bona fide owner' refers either to: (i) An individual who is a Full Member of the Society, or (ii) A syndicate of which at least one component number is a Full Member of the Society.

b) It is not possible under this Scheme for Semen Royalties to be claimed by or paid to more than one 'bona fide owner' at the same time. This means that, if ownership of a Semen Royalty Bull is to be transferred, the AI pedigree Semen Royalty rights must either be retained in total by the vendor or transferred in total to the purchaser as at an agreed date of registration of progeny. Where these semen rights are transferred to the purchaser, this must also include the right to claim Royalties on all Semen which has been sold prior to the aforesaid transfer of the bull and resulting in births after the agreed date of transfer of rights.

c) Retained semen use. Where a member sells a bull and retains a stated quantity of semen, the following conditions apply. If the bull is subsequently entered onto the semen royalty scheme by the purchaser, the vendor will be eligible to register pedigree cattle, by the given bull, under his prefix without having to pay the royalty fee. Subsequent progeny from females sold in calf to the royalty bull, by the original vendor, either privately or at auction, will be subject to pay the royalty fee as stated.

d) Upon initial entry to the Scheme, a bull's Semen Royalty fee may be fixed at any level chosen by the owner of the semen rights, but thereafter may only be increased annually on 1st January, and after having previously given 18 months notice to the Society's office of the intention to do so (this is to enable advance notice to be given to members). Reductions in Semen Royalty fees may be notified to the Society and introduced at any time.

e) Semen Royalties will be published by the Society in its publications and on its website. Additionally, details of the Scheme will be made known to all new members upon joining the Society.

### **7.6 REGISTRATION OF SEMEN ROYALTY CALVES**

A member wishing to register a pedigree calf, by paper registration method, got by AI from a Semen Royalty Bull will only be permitted to do so if the following is submitted to the Society's office:

- a) A completed Birth Registration application.
- b) The appropriate Semen Royalty fee

ii) A member wishing to register a pedigree calf, by telephone or on-line method, got by AI from a Semen Royalty bull, will have the appropriate Semen Royalty fee automatically invoiced to their account.

### **7.7 COLLECTION OF SEMEN ROYALTY FEES**

The Society will collect the appropriate Semen Royalty fees on behalf of the 'bona fide owner' and credit their account accordingly. An administration fee, determined by the Society Council of Management from time to time, will be applied for provision of this service. Please note Appendix A.

### **7.8 FEMALES SOLD A.I.'d IN CALF TO A SEMEN ROYALTY BULL**

When females are sold A.I.'d in calf to a Semen Royalty Scheme Bull the purchaser shall be responsible for paying the appropriate Semen Royalty fee for any pedigree registration applications.

## BYE LAW - 8

### DNA PROFILING OF BULLS & FEMALES

All Limousin bulls used for pedigree breeding must be genotyped and sire verified by a recognised agency and the agency's certificate must be lodged with the Society. Registrations from a sire which have not been genotyped will not be accepted.

The Society reserves the right to request hair root follicles, blood or semen samples from any bull for DNA testing, at its absolute discretion and members will promptly comply with any such request.

The Society also reserves the right to request a blood type by a recognised agency for any sire to be used in the Herd Book and members will promptly comply with any such request.

With effect from 1<sup>st</sup> March 2018, all new Limousin bulls used for pedigree breeding must be genotyped for Myostatin by a recognised agency and the agency's test certificate must be lodged with the Society.

See also Byelaw 14 in respect of DNA at Sales.

As from 1<sup>st</sup> October 2019, **all first calved females are to be DNA genotyped and sire verified at the time of registration of the calf.** At the same time, this sample will also be verified against any dams for which a DNA profile or genotype is held. This is applicable to all registration applications received **from 1<sup>st</sup> October 2019**. Upon registration applications being received, a hair sample will be required from the first calved female and members will be notified of this. Upon that sample having been satisfactorily sire/dam verified (as appropriate), the registration application will be completed, and the calf regarded as fully pedigree registered. **All females are required to be DNA genotyped upon registration of their first calf regardless of age and whether they may have produced unregistered calves previously.**

## BYE LAW - 9

### BIRTH REGISTRATION DOCUMENTS

This Bye Law is applicable to the traditional paper/postal registration method only. The Society's birth registration documents shall be available from the Society upon request to all fully paid up members of the Society, with the exception of any member or herd which at the time may be suspended for any infringement of the Society's articles or Byelaws. The registration fee appropriate as stated in Appendix A must accompany the completed registration form to the Society.

The Society's birth registration documents will be printed as the Council of Management may from time to time direct, and shall be issued and used respectively to register animals in the Herd Book.

## BYE LAW - 10

### HERD PREFIX AND ANIMAL NAMES

**10.1** Every paid up member desiring to tender an animal for registration in the Herd Book or any registers supplementary thereto, shall first submit for registration a prefix to be approved by the Society and which shall be applicable to animals bred and tendered for registration by that member either alone or jointly with any partner or partners or other person or persons. A prefix shall consist of one approved word only up to a maximum of sixteen characters, and the member shall pay a fee as from time to time determined by the Society and currently set out in Appendix A to these Byelaws before registration is effective in the Society's records. A prefix that has already been

used by a member may not be used by another member. When a herd is sold or discontinued, its prefix shall lapse (also note Bye-law 14.3.10 - Dispersal Sales) after 60 days. When a herd is taken over by a representative of the family of the previous owner of such herd, the Society may, in its absolute discretion, grant a request for the herd prefix to be continued. When a herd belonging to any persons jointly, either as partnership property or otherwise, is taken over either by a survivor or survivors of such joint owners, or in the case of any partnership property by the successor or successors in business of such joint owners or the survivors or survivor of them, the Society may, if in its absolute discretion it shall so determine, grant a request for the herd prefix to be continued and be applied to animals bred and tendered for registration by such survivor or survivors or successor or successors or successor in business, for so long as the Society may think fit, provided always that such person or persons shall be or include at least one member of the Society. Every prefix is the absolute property of the Society.

**10.2** In addition to the prefix, each animal must have a name which shall not be altered after being imported or registered in the Herd Book or any registers supplementary thereto except under special circumstances as the Society may direct. Only one prefix may be used in the name of any animal. All names shall be short and subject to the approval of the Society, and shall be limited to two words in all, including the prefix. The name of the animal must start with the year letter indicating the year of birth. Maximum number of letters in the animal name is sixteen (16).

## **BYE LAW - 11**

### **SIRE, DAM AND SEMEN OWNERSHIP**

**11.1** The Society may refuse to accept entries for registration in the Herd Book, from any member who fails to observe or perform any of the provisions of Bye Law 15. The Society shall not sanction definite acceptance of a birth registration document unless the dam of the calf concerned has been properly transferred to the breeder of that calf, as required by Bye Law 15.

**11.2** Where the sire and dam of a calf were not in the same ownership at the time of service or insemination, a letter of service from the owners of the animals at the time of service verifying this service must be submitted when the calf is tendered for registration, except where upon the sale or transfer of a bull, semen is retained by the vendor or transferor in private storage, i.e. other than at an approved place and the transfer certificate has been marked in accordance with Byelaw 14.3. An approved place shall be an Artificial Insemination Centre licenced for the purpose by a Ministry or a Department of Agriculture, or such other place as may be approved by the Society from time to time.

Where calves are born as a result of insemination with stored semen, such calves may only be tendered for registration provided that the semen has been collected on behalf of the bona fide owner of the bull by a veterinary surgeon or qualified technician and then processed and identified at an approved place.

**11.3** Upon the transfer of the bull, either by sale or transfer, all stored semen owned by the vendor or transferor must be transferred to the new owner of the bull except where as a condition of the transaction it is agreed that such semen shall be retained by the vendor or transferor and in such case the fact that such semen is retained must be notified to the Society. (NOTE: For the purpose of this Bye Law the transfer of a bull shall mean a bona fide change of ownership and shall not apply to a loan or other temporary use when all stored semen shall remain the property of the owner of the bull, unless it is agreed as a part of the transaction that such semen shall pass to the lessee or person having temporary use of the bull). Any semen retained when a bull is entered into an official Society sale or dispersal sale must be notified in the official sale catalogue.

Any semen stored by the lessee or person having temporary use of the bull must pass to the owner of the bull upon expiry of the period of loan or temporary use, unless it is agreed as part of the transaction that such semen shall be retained, when the Society must be notified.

**11.4** The Society may at any time withdraw the entry of any animal in the Herd Book thereto which shall be found to be missing any required information or contain any false or inaccurate particulars or statement or to have been made on the faith of any false or inaccurate particulars or statement given or made to the Society. On the withdrawal of the

entry of any animal in the Herd Book, where it exists, the paper certificate of registration issued by the Society in respect of such animal shall be delivered up to the Society and withdrawn.

Any false declaration or inaccurate particulars or statement will be deemed derogatory to the name and interests of the Society. At its discretion, the Society may refer the circumstances of the false declaration or inaccurate particulars or statement to the Disciplinary Procedure detailed in Appendix C of these Byelaws.

## **BYE LAW - 12**

### **TRANSFERS AND DE-REGISTRATIONS**

**12.1** Every member shall inform the Society of the sale or transfer of any of his/her registered cattle for pedigree purposes. The vendor/transferor must either forward the pedigree certificate to the Society for noting of the transfer and transmission to the purchaser/transferee or action the transfer themselves by web-based means. A fee, as detailed in Appendix A, will be payable by the vendor/transferor for each animal requiring transfer. A purchaser may also forward the pedigree certificate to the Society for noting of the transfer. In this case, a fee, as detailed in Appendix A, will be payable by the purchaser for each animal requiring transfer.

The following exceptions apply:

- a) All animals sold at official Society sales.
- b) Calves sold at foot which are six months of age and under at the time of transfer request.

Members will annually update the status of their animals via the online census facility.

**12.2** The Society may at its absolute discretion, accept such other evidence of change of ownership as may be considered satisfactory or required in order that the name of the bona fide owner may be noted in the records of the Society.

**12.3** De-registrations: Bye-law 3.9 applies

**12.4** The Society reserves the right to refuse to recognise or accept any transfer, especially one made by a member whose conduct has been considered or is being considered under these Byelaws, and also has the right to refuse to register in the Herd Book or registers supplementary thereto, an entry of the progeny of a registered animal that does not comply with these Byelaws.

**12.5** Where any member of the Society who has been expelled from the Society or suspended from membership under the Articles of Association, is, at the time of such expulsion or suspension, an owner of registered cattle, the Society may at its discretion allow such member to transfer the cattle then registered in his/her name in the Herd Book or any registers supplementary thereto or to tender for registration and transfer the progeny of such cattle after the date of expulsion or suspension as the Society may decide.

## **BYE LAW - 13**

### **HERD INSPECTIONS**

#### **13.1 HERD INSPECTIONS**

The Society may carry out complete herd inspections, including the taking of hair root follicles, taking blood, semen, tissue or other samples for testing, weighing and measuring animals for the purposes of checking Herd Book records, and inspecting official cattle movement and medicine records at its absolute discretion. The Society has the right to go on farm and to have a tag inserted of its choice and supplied by the Society at the time of inspection.

#### **13.1.1. Entry on to farm:**

The right to enter farms is reserved as follows:

- The Society will propose a visit date to the member for the Society to enter the member's property
- Entry shall not be conditional (no waivers, confidentiality agreements or similar requirements shall be presented by the member)
- Where a maximum of three reasonable visit dates have been given by the Society and not agreed by the member or the member is not present for an agreed appointment, entry to the farm will be deemed to have been refused.
- Unannounced visits are at the discretion of the Society and can be made where this is deemed appropriate
- The purpose of the visit need not be declared to the member prior to, during or after the inspection

#### **13.1.2 Presenting cattle:**

- All cattle required for inspection must be made available at the time of inspection
- Suitable personnel must be made available to handle cattle (where advance notice has been given)
- Cattle must be handled safely at the time of inspection, with personnel demonstrating good handling practice
- Where herds are members of the Society's Performance Recording Scheme, their regular weighing facilities should be made available (where advance notice has been given)
- Where cattle are held on more than one holding, the member will notify the Society upon confirmation of the appointment (where advance notice of the appointment has been given). The Society reserves the right to inspect the cattle on these other holdings on the day of the inspection or any other day.
- The Society reserves the right to fully inspect un-registered calves born to registered sires and/or dams in a similar manner to the inspection of registered animals.

#### **13.1.3 Presenting herd information:**

- Herd records will be required by inspectors and must be provided at the time of inspection or within an agreed timeframe. These would typically include (but are not confined to): Society census information, cattle passports, health declarations, veterinary records, AI/ET records, calving records, service records, medicine book, Department of Environment, Food and Rural Affairs herd listings, CTS, BCMS and DARD movement records.

#### **13.2 Inspection Outcome**

The Society will refer the outcome of all inspections to the Herd Inspection Committee for its consideration under Byelaw 16.

#### **13.3 Notification and inspection of twin calves**

Twin calves must be notified to the Herd Book office within seven days of birth. The Society may then ask an inspector to visit the farm, inspect the calves and ask the breeder to DNA profile animals with a recognised agency to confirm parentage.

### **BYE LAW - 14**

#### **SALES**

**14.1 Introduction:** These rules are for the use of Members of the Society selling at all Official Collective and Breeders sales held under the auspices of the Society. They shall be applied and enforced by Auctioneers appointed by the Society to organise and conduct such sales. Breeders sales are defined as production, reduction or dispersal sales on behalf of one or more individual herds.

It is a condition of the authority given by the Society for the use of these Rules by any member for his/her own sale that the member shall before the sale deliver to the Secretary for the time being of the Society or to the Auctioneers acting on behalf of the Society an Agreement in writing signed by the member in the form prescribed by the Society, which Agreement may be obtained on application to the secretary of the Society or to the appointed Auctioneers.

Auctioneers committing or wilfully permitting a breach of the Rules shall be disqualified from holding future auctions under the Rules, unless and until the Council of Management of the Society shall determine otherwise.

Only full members of the Society are eligible to sell cattle at Official Society Sales.

## **14.2 SALE COMMISSIONS**

a) At all official sales the auctioneers will collect on behalf of the Society 1.5% of the total sales gross. This will be deducted from vendors' accounts by the auctioneer at point of sale.

b) At official sales which are classified as collective or breeders sales all animals will be sold in guineas.

Official Pedigree Transfers will be effected free of charge by the Society as soon as possible after all official sales.

## **14.3 AUCTION RULES**

**14.3.1** The advertisements and catalogues of sale shall state plainly that the sale is to be held under the British Limousin Cattle Society's Auction Sale Rules and subject to recommended Conditions of Sale of the National Beef Association.

**14.3.2** The pedigree, performance, DNA, health information and footnotes included in Society sale catalogues is as supplied by, or on behalf of the vendor. The responsibility for the accuracy of the information therefore rests solely with the vendor and not with the British Limousin Cattle Society Ltd (BLCS). It should be noted that the Estimated Breeding Values for all animals change over time, as new performance records come available.

While the BLCS and Genesure Ltd seek to ensure that the information contained in catalogues is accurate at the time of printing in accordance with their terms and conditions, no warranty is given in respect thereof by the BLCS and, to the maximum extent permitted by law, the BLCS shall have no liability for any loss, damage or injury howsoever caused (including that caused by negligence) or suffered directly or indirectly in relation to information and opinions contained in or omitted from this publication. Genesure Ltd's liability is limited to the extent set out in its terms and conditions (a copy is available from the BLCS office upon request)

**14.3.3** In all published particulars of female animals to be sold, the date of the last service shall be stated in the catalogue of sale or by the Auctioneers at the time of sale. In the event of a cow or heifer having been running with a bull, the date of both the commencement and the termination of the running period must be stated and in the event of a cow or heifer having been served or inseminated by two or more bulls, or by the same bull at different heat periods, the names of all such bulls and the dates of service or insemination must be given. NOTE: If there is an interval of less than three weeks running periods with different bulls, or between a running period and an individual service, or insemination by different bulls, Vendors must ensure that all bulls concerned are DNA profiled at the time of use so that, in the event of any question as to the identity of the sire of any calf being raised by a Purchaser after the sale a DNA profile can be arranged by the Society on the Purchaser's behalf, at the expense of the purchaser, to prevent the necessity of cancellation or refusal of registration which might otherwise result. Arrangements for the DNA profiling of the bulls concerned should be made through the Society so that records can be kept of all the details, both by the Society and the recognised agency.

**14.3.4** The minimum selling age for bulls entered in Official Collective Society Sales is 14 months of age.

**14.3.5** An animal cannot be substituted into a collective sale after the catalogue for that sale has been printed.

**14.3.6** Vendors whose animals, at a collective sale, have been officially weight-recorded will have weight, Breeding Values and Society Index Information published in the catalogue of sale to the following criteria;

For Breeding Values to appear in the respective sale catalogue, animals must have at least one adjusted weight.

Figures for daily live weight gain will not be quoted. Apart from the publication of authenticated weights in the catalogue of sale, no other unofficial data may be given at the time of sale and Vendors will not be permitted to display unofficial or non-authenticated data in the sale premises or on the lairage pens, neither will any facilities be provided for weighing animals in the sale premises, except by specific order of the Society Inspectors.



At Reduction, Production, Dispersal, Calf or Weaned Calf sales, recorded herds are allowed to publish all performance information available. All or no performance information must be published in these instances.

**14.3.7** In all cases where a female has been flushed for embryo transplant purposes, or has been subject to ova collection, such fact must be stated on the entry form and will be printed in the catalogue.

**14.3.8** All animals catalogued for Society sales, where applicable, will have their Grade % and pedigree status clearly printed in the sale catalogue.

**14.3.9** Where a registered Limousin female is entered in a sale as being in-calf, the catalogue will clearly state the service sire details.

**14.3.10** Where a sale is advertised as a dispersal sale the herd prefix will cease 60 days following the sale to allow the herd to register any calves out of dams which cannot be moved on welfare grounds. A dispersal sale cannot be held in parts over a period of time.

Breeders holding a dispersal sale may retain bulls and semen for future use or sale. When bulls are sold from which semen has been collected, details of all semen retained must be published in the sale catalogue.

**14.3.11** The name and address of the Vendor (if more than one Vendor, the names and addresses of each Vendor, together with a clear indication of which Lots in the catalogue belong to each Vendor), shall be stated in the catalogue of sale.

**14.3.12** No animal that is not registered with the British Limousin Cattle Society nor any animal that is not owned by a member of the Society shall be offered for sale by auction subject to these Rules. Every animal entered for the sale must be the bona fide property of the Exhibitor.

**14.3.13** If a bull from which semen has been taken and stored is offered for sale it must be stated in the catalogue whether the semen so stored is to pass with the bull or whether it is to be retained by the Vendor.

**14.3.14** No member may enter an animal in two Official Collective Society sales, during the same sale season. If the closing date for a future sale has passed before the sale date for which an animal is catalogued then that animal's entry for the future sale will not be eligible.

**14.3.15** Any animal entered for sale which is a twin or is otherwise one of a multiple birth must be so described in the catalogue. If it is a twin this description shall state whether it is twin to a bull or a heifer and if it is otherwise one of a multiple birth this description shall state the sex of the other calves. A heifer that is twin with a bull or is otherwise one of a multiple birth which includes a bull calf cannot be entered for sale until she has been certified pregnant by a Veterinary Surgeon, except in a dispersal sale in which case it shall be stated in the catalogue of sale that the sale of the twin animal is subject to the Society's Rules and Conditions.

**14.3.16** All calves offered for sale must be identified in accordance with the Society's regulations and must have been registered with the Society by the Vendor, or the entry must have been lodged with the secretary of the Society. The Auctioneers shall have power to deduct from the sale proceeds a sum of money sufficient to cover the costs of such registration in the Society's Herd Book, if such cost or fees have not been paid by the Vendor at the time of sale.

**14.3.17** Members electing to sell their cattle subject to these Rules shall have the option of offering their animals subject to the rules governing the importation of bovines into all countries. Such option must be indicated by the Vendor in the catalogue of sale.

**NOTE: Animals which are offered for export sale are the subject of special conditions which are binding upon both Vendor and Purchaser.**

**14.3.18** In the case of any animal to be sold that has been involved in any way in the process of embryo transplant, or ova collection, the following information shall be declared by the Vendor and clearly stated in the catalogue of sale:-

- (a) In the case of an animal whose birth is as a result of embryo transplant the fact shall be clearly stated.
- (b) In the case of a female that has been flushed for embryo transplant purposes, it shall be clearly stated in the catalogue of sale: (i) how many times she has been flushed; (ii) how many embryos have been implanted; (iii) How many embryos have been frozen but not yet implanted

**14.3.19** No specific warranty as to soundness of udder is given or implied but Vendors must declare any known faults, deficiencies or unsoundness at the time of sale.

**14.3.20** If a member of the Society shall commit or knowingly suffer any breach of these Rules he or she shall be deemed guilty of conduct derogatory to the character and prejudicial to the interests of the Society's Articles, Rules and Byelaws, as the case may be.

**14.3.21** Calves sold suckling their dams are given to the purchaser free and no guarantees apply unless specifically stated by the Vendor at the time of sale.

Calves sold suckling their dams at any sale under society rules will be subject to an identity inspection only.

**14.3.22** Where a cow or heifer calves at a later date than the due date stated in the catalogue, the onus of proving the identity of the service bull shall be upon the Vendor.

**14.3.23** Any female (cow or heifer) that has been flushed for embryo transplant or subjected to ova collection will be excluded from the terms of the guarantee but individual Vendors of such animals shall have the option of giving their personal guarantee, to be announced at the time of sale.

All claims under National Beef Association Terms & Conditions of Sale must be submitted within the correct time limits in writing to the Auctioneers who will forthwith inform the Vendor and the Secretary of the Society of the receipt of a claim.

#### **14.4 SPECIAL REGULATIONS**

Preliminary: It may be necessary for a sale to be cancelled at any time and the Society retains power for this purpose. The Society also reserves the right to limit the number of entries from any one Vendor should such limitation, in its opinion, be necessary or desirable.

**14.4.1** All Society registered males and females to be offered for sale as single Lots (except calves sold at dam's side).

**14.4.2** All cattle entered at collective Official Society sales must be trained to lead by halter and be led by halter during inspection and sale. All animals entered into Premier collective sales MUST take part in the pre-sale Show. Females entered in collective Official Society Unhalted Sales will be the only exemption to this rule.

**14.4.3** All animals entered in the sale will be inspected on the sale premises at a time fixed by the Auctioneers and the Society. Animals which are not presented for inspection at the times published in the catalogue will be rejected from the sale. The appointed panel of inspectors reserve the right to inspect animals outwith the published times in the event of exceptional circumstances.

All registered Limousins entered for collective Official Society Sales are subject to inspection by a Veterinary Surgeon appointed by the Society and by an inspection panel also appointed by the Society.

All registered Limousins entered for Official Society production, reduction and dispersal sales are subject to an identity check only by a Society appointed inspector. The Weaned Calf Sale (Carlisle, December) is classed as a BLCS Breeders Sale. Animals will be subject to an identity check (tag inspection) only which will take place in the pen. By way of clarification, there will be no veterinary inspection either in the crush or in the pen.

## **Sale of Imported Bulls & Females**

Where a Member wishes to sell an animal he has imported into the Herd Book, at an official Society sale, the animal must have been resident on a UK holding for a period of at least ninety days prior to the date of the intended sale. This to be supported by a copy of the official movement documentation (eg BCMS Passport or equivalent). In addition, the animal must have satisfied all CHeCS requirements for integration into its new herd, and, on entry to the new herd must have been tested clear for Johne's disease using both blood and faeces samples irrespective of the age of the animal. This to be supported by the appropriate Johne's test results.

### **14.4.4 HERD HEALTH**

All premier Collective Society Sales, as determined by the Council of Management and detailed in Appendix C of these Byelaws, are only open to members of a CHeCS (Cattle Health Certification Standards) licenced herd health scheme. Members must be adhering to the terms of the CHeCS scheme and the CHeCS scheme in question must be pursuing accreditation for a given disease. Details of available CHeCS schemes is available for viewing at [www.checs.co.uk](http://www.checs.co.uk)

As a minimum, the following applies:-

a) Herds must have had a whole herd test, annually, for Johne's disease through a CHeCS licenced scheme and in adherence with that schemes terms.

Animals may not be sold at Premier Society sales if the vendor's herd from which they are being sold is categorised as a Johnes Risk 5 herd.

b) All sale animals male and female, including calves at foot, presented at the sales detailed in Appendix B, must be EITHER from a BVD Accredited Herd within a CHeCS approved Herd Health Scheme OR to have been BVD tested virus free. All animals forward will require to be BVD vaccinated prior to sale with an approved vaccine. Pregnant animals must have had testing and vaccination completed prior to service. Vaccination of calves at foot to be in accordance with CHeCS guidelines and recommendations.

For the Society Breeders' Sale of Weaned Calves, calves are not required to be vaccinated for BVD. Calves from non-BVD accredited herds are required to have been BVD tested virus free. Calves from BVD Accredited Herds are not required to have been BVD tested virus free.

All vendors are required to complete a Herd Health Declaration form at time of entry. A condensed version of the given herd health information will appear in the Vendors' Index in the respective catalogue.

All information provided is supplied by the vendor and it is their responsibility to ensure all the details are correct. The Society reserves the right to check the accuracy of the information provided by Members with the relevant CHeCS licenced schemes.

By completing and signing the respective sale entry forms, or by completing an entry form by online or telephone means as applicable, Members agree to and accept all Society Byelaws pertaining to Official Society Sales.

### **14.4.5 REJECTED ANIMALS**

All animals forward for the inspection at official collective Society sales will be sale numbered. An animal which fails any part of the pre-sale inspection will have its ticket red spray marked. These animals will be eligible to remain in their allocated pens but must not have their spray marked numbers removed or altered. Any vendor or his/her representative failing to comply with this rule will be subject to investigation under Byelaw 16.

Rejected animals remaining on the sale premises must not be sold privately prior to completion of the official sale.

## **14.5 ANIMAL IDENTIFICATION**

At the point of inspection all animals born after 01 January 1998 must be clearly identified in accordance with bye-law 3.12. This includes all calves at foot. Animals presented for sale, born before 01 January 1998, must be clearly tattooed in either ear with the Herd Book number of the animal as detailed on the official pedigree certificate. PLEASE NOTE: As from July 1995 the tattooing of suffixes indicating FOT, British pedigree status and polled status was no longer required.

Animals with faint or incorrect ear tattoo numbers must be re-tattooed prior to the sale subject to the prior approval of the Society Herd Book Department. After entry into the market, all animals with a faint or incorrect identity will be rejected by the inspectors.

#### **14.5.1 DNA Testing of Bulls & Females at Society Collective Sales**

All bulls entered for Society Collective Sales must be sire parentage verified and Myostatin tested before the inspection for that sale by a recognised agency. All Females entered for the Red Ladies Sale must be sire parentage verified and Myostatin tested before the inspection for that sale by a recognised agency. The Society must have received and/or seen the certificate confirming both test results of the given animals. Any bulls or females that have not been sire parentage verified and Myostatin tested will not be eligible to go forward to the sale. In instances where a test result is pending or a second DNA sample is required at the time of sale, then these bulls would not be eligible to go forward to the sale. The responsibility for any samples or second samples being forwarded, and conclusive test results being returned prior to the sale, lies with the vendor.

The Society reserves the right to introduce wider pre-sale genetic test requirements and set rules regarding test deadlines and publication.

**14.6** Where vendors issue information relating to semen test results at collective Society sales (for example, in the sale catalogue footnotes, or a notice placed on the pen gate), a copy of the semen test certificate or a letter from the test provider must be made available to view. Both forms of document should, as a minimum, include the test date, the animal identity and the test outcome.

#### **14.7 WEIGHTS**

All bulls entered for Society Official Collective Sales will be weighed by a Society-appointed inspector and these weights may be displayed at the time of sale along with wider inspection results, as deemed appropriate by the Society.

#### **14.8 VETERINARY INSPECTION**

All animals must be placed in a suitable crush in the market to allow the Society's Veterinary surgeon to carry out inspections at collective sales.

##### **14.8.1 Eyes**

The veterinary surgeon will examine the animal's eyes with an ophthalmoscope to ensure that the retinas and lenses are sound. The veterinary surgeon retains the right to reject an animal for eye defects.

##### **14.8.2 Teeth**

Teeth must make proper contact with the dental pad of the upper jaw but due allowance will be made for the age and dental development of the animal. Any animal with severely undershot or severely overshot jaws will be rejected.

Where the veterinary surgeon declares that an animal is marginally overshot or undershot that animal may still be offered through the sale. The auctioneer will announce that at the point of inspection the animal was found to be marginally overshot or undershot. Any animal declared by the vet as having marginal teeth is eligible to be shown within the pre-sale show. Animals adjudged to have marginal teeth at the time of inspection will have their sale numbers marked with a yellow spray.

##### **14.8.3 Testicles**

Bull's testicles will be measured and inspected by the veterinary surgeon. For bulls aged up to 18 calendar months of age on the day of the sale (inclusive), they must be a minimum size of 32cm in circumference, measured at the widest

point of the scrotum. For bulls aged 18-20 calendar months of age on the day of the sale (inclusive) they must be a minimum size of 33cm in circumference, measured at the widest point of the scrotum. For bull aged 20 months and over on the day of the sale (inclusive), they must be a minimum size of 34cm in circumference, measured at the widest point of the scrotum. The vet retains the right at his/her discretion to reject any bulls with uneven or soft testicles or testicles deemed to be affected by any wider condition that could, in the opinion of the vet, impact on the bull's fertility and health. Measurements recorded at the inspection may be displayed prior to the sale.

#### **14.8.4 Udders**

Females' udders must be inspected by the veterinary surgeon. Cows with active mastitis will be rejected. Females with blind quarters may be entered but an announcement must be made at the time of sale.

#### **14.8.5 Warts and ringworm**

Animals with active warts and/or evidence of current or recent ringworm must be treated by the member's veterinary surgeon at least a month before the sale, and a vet's certificate should be available for inspection at the Sale.

The Society veterinary surgeon will reject animals with warts around the genitalia, or in areas where there is a high risk that they will transmit infection to other animals in the buyers' herd.

#### **14.8.6 General Health**

Animals with active infections, a contagious disease, or a disorder or condition, may be rejected by the veterinary surgeon. Minor injuries may be treated by a veterinary surgeon in the market but this must be announced at the time of sale.

The decisions of the veterinary surgeon appointed by the Society are final and binding. Any animal which is considered by the vet to be not in a healthy and proper condition to be presented as representing a good specimen of the breed at an official collective sale will be rejected.

### **14.9 BREED INSPECTION**

#### **14.9.1 Breed Standards**

All animals must conform to Limousin breed standards - please refer to the definition in Appendix E.

Any male or female which has a solid patch of hair of an inconsistent colour with the main coat colour and which is larger than 1.25cm in diameter except below a straight line extending from where the flank meets the anterior aspect of the hind leg to the point of the sternum (breast bone) and not including the legs, may be rejected by the inspectors or the Society at their/its discretion.

Please refer to Diagram A in Byelaw 1.

#### **14.9.2 Conformation**

Animals sold at official sales must have good general conformation. Bulls and females with poor conformation will be rejected by the inspectors.

#### **14.9.3 Locomotion**

Animals with faults in legs, feet or locomotion will be finally rejected by the veterinary inspector.

#### **14.9.4 Temperament**

Animals which exhibit poor temperament in the market or during inspection will be rejected by the inspectors.

#### **14.9.5 Blood Sampling & DNA Typing**

Inspectors or Society representatives reserve the right to take a blood sample or a hair sample from any given animal for the purpose of confirming parentage, drug testing or for other veterinary tests at their absolute discretion.

#### **14.9.6 Rejected cows with calves at foot**

If a cow is rejected from the pre-sale inspection the calf at foot cannot be sold on its own unless it has been entered in the sale catalogue as an 'A' lot.

#### **14.9.7 Inspection of 'A' lots**

Where a calf at foot offered at a collective sale is catalogued as an 'A' lot that calf will be subject to a full pre-sale inspection.

#### **14.10 APPEALS**

The decisions of inspectors are final and binding on vendors. If a vendor genuinely believes (at all times acting reasonably and in good faith) that an inspector has, in reaching a particular decision, failed to follow the correct procedure and thereby acted in breach of these Bye Laws then it may make an appeal to the Herd Inspection Committee under Bye Law 16. Such appeal should be made in writing within 28 days of the date of sale.

**14.11** Exhibitors will, in all cases, be responsible for the care of their stock.

**14.12** Each exhibitor must have at least one person in charge of his/her stock, which shall be in such person's sole care.

**14.13** All animals are accepted for sale on the terms that the Vendor warrants his or her right to sell the same and undertakes to indemnify the society and the Auctioneers against all actions, proceedings, claims, demands, costs, charges and expenses to which they may be exposed by reason of any defect in the Vendor's title.

**14.14** No animal, once delivered, may leave the Sale Premises without an official 'Pass-out' slip, obtainable only from the Auctioneers.

**14.15** Vendors must provide their own fodder and feeding stuffs for their stock, also buckets, drinking utensils etc. A limited quantity of straw (not more than one bale for two animals) for bedding will be provided by the Auctioneers free of charge and Vendors who may require more than this quantity should provide their own.

**14.16** All entries must be made on the approved or official Entry Form and must be received by the appointed Auctioneers or made online not later than the date stated in the Sale Schedule. Irrespective of circumstances, LATE ENTRIES WILL NOT BE ACCEPTED.

**14.17** Entry Forms may be obtained from the official Auctioneers as stated in the Sale Schedule. A separate form must be completed for each animal exhibited save in the case of suckling calves to be sold with their dams in which case full particulars of the calf must be given on the Entry Form for the dam. The Exhibitor of such suckling calves must warrant that the birth of the calf has been registered with the Society, or will be so registered and the appropriate Pedigree Certificate (if available) must be submitted with the entry. Vendors may make use of an online facility for entering animals into sale where available.

**14.18** No liability whatsoever is undertaken by the Society or the Auctioneers for any error or mis-statement on the Entry Form, and all information given on the Entry Form is the sole responsibility of the Exhibitor.

**14.19** All bulls **and females** passing the pre-sale inspection must be shown where a pre-sale show is in place. At its discretion, the Society reserves the right to deny entry of an animal to the sale if it has not been presented for showing.

**14.20** Every Vendor, or an authorised representative, is responsible for presenting his or her own animals to the sale ring at the due time, in accordance with the order of sale. Any animal not presented for sale in the correct order will be sold at the end of the sale.

**14.21** Each Vendor, or an authorised representative, must be present in the sale ring at the time his or her animal is offered for sale.

**14.22** All animals will be sold in catalogue order and no alteration will be permitted to the order of sale save in special circumstances as authorised by the Stewards or Auctioneers. Bulls will be catalogued and sold first, followed by females. Within each section, animals will be catalogued in descending age order.

**14.23** The Auctioneers shall for all purposes be deemed to sell as agents for a disclosed principal.

**14.24** In the event of any alteration to the catalogue particulars being necessary, the Vendors 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 sale. Such statements made from the rostrum shall take precedence over the catalogue information.

**14.25** All animals will be sold in GUINEAS (105 pence).

**14.26** All bulls forward at a collective sale in the UK Mainland will be subject to the Society's upset price of 2000 guineas. In Northern Ireland, the Society's upset price for Bulls is 1,800gns. The Society's Council of Management retains the right to alter the upset price for bulls at its discretion.

**14.27** All females forward at collective sales, nominated by the Society's Council of Management, will be subject to the Society's upset price of 800 guineas. The Council of Management retains the right to alter the upset price for females at its discretion.

**14.28** No animal, once delivered to the Sale Premises, may be sold privately prior to the sale but must be passed through the auction sale except in the case of injury or, for females in the process of calving, at the discretion of the Society or its appointed representatives.

**14.29** Any animals in the Sale Premises which are sold by private treaty after the auction are subject to the full commission on the price realised and all such transactions must be passed through the Auctioneers.

**14.30** Vendors shall have the right to fix a reserve price for any or all of their entries. Such reserve prices must be notified to the Auctioneers before or at the time the animal concerned enters the sale ring.

**14.31** The sale proceeds are guaranteed by the Auctioneers (except in the case of animals sold for export for which special conditions apply) who will account to Vendors within 7 days of the sale.

**14.32** All animals will be at the risk of the Vendor up to the fall of the hammer and at the risk of the Purchaser thereafter.

NOTE: Special Conditions apply to the sale of animals for export.

**14.33** All bulls over the age of 10 months must be ringed.

**14.34** No person under the age of 16 years or over the age of 70 years shall be permitted to lead any animal, either on parade, show or in the Sale ring.

**14.35** No undertaking by the Society or its appointed Auctioneers or their servants to take charge of any animal before, during or after the sale or to forward any animal to its destination shall impose upon Society, its appointed Auctioneers or their servants any liability or obligation or vitiate any of these Conditions.

**14.36** In case of any violation of these Regulations, or of any false statements being made by any Vendor regarding his or her entry or entries or any other act calculated to deceive the Stewards, Society inspectors, appointed Auctioneers and their servants, or to mislead the public, the animals owned by such Vendor shall be rejected from the sale and removed from the Sale Premises. The person or persons offending and the specifics of the offence will be referred to the Society's. Disciplinary Procedure as described in Appendix C

**14.37** The Society will endeavour to prevent any breach of these Rules but no warranty whatever is given by the Society in respect of the observance or any breach of the Regulations or in respect of any animal that has been entered at any such Sale nor shall any warranty on behalf of the Society be implied.

**14.38** The Society reserves the right to refuse the entries for the Sale of any person without being called upon to give their reasons, also the right to amend, vary or supplement these Regulations.

**14.39** Society staff, appointed inspectors and any other appointed representative reserve the right to collect and use vendor and animal information at all sales and events whether written, by photograph, by video, by voice recorder and/or by social media.

**14.40** The Society reserves the right to publish all information relating to genetic test results in all sale literature and members shall comply promptly with any such request from the Society to assist it in this regard. This may include, but not be limited to Myostatin results, genomic breeding values, genetic colour and polled status results.

**14.41** The Society reserves the right to withdraw an animal from sales or events at any point where it is the opinion of at least three Council of Management members and/or appointed Society representatives that the animal is unfit for that sale or event.



## BYE LAW – 15

### HERD BOOK RULES

These Byelaws shall incorporate and include revised Herd Book rules from time to time adopted and amended by the Society. Members will be notified of all Byelaw changes.

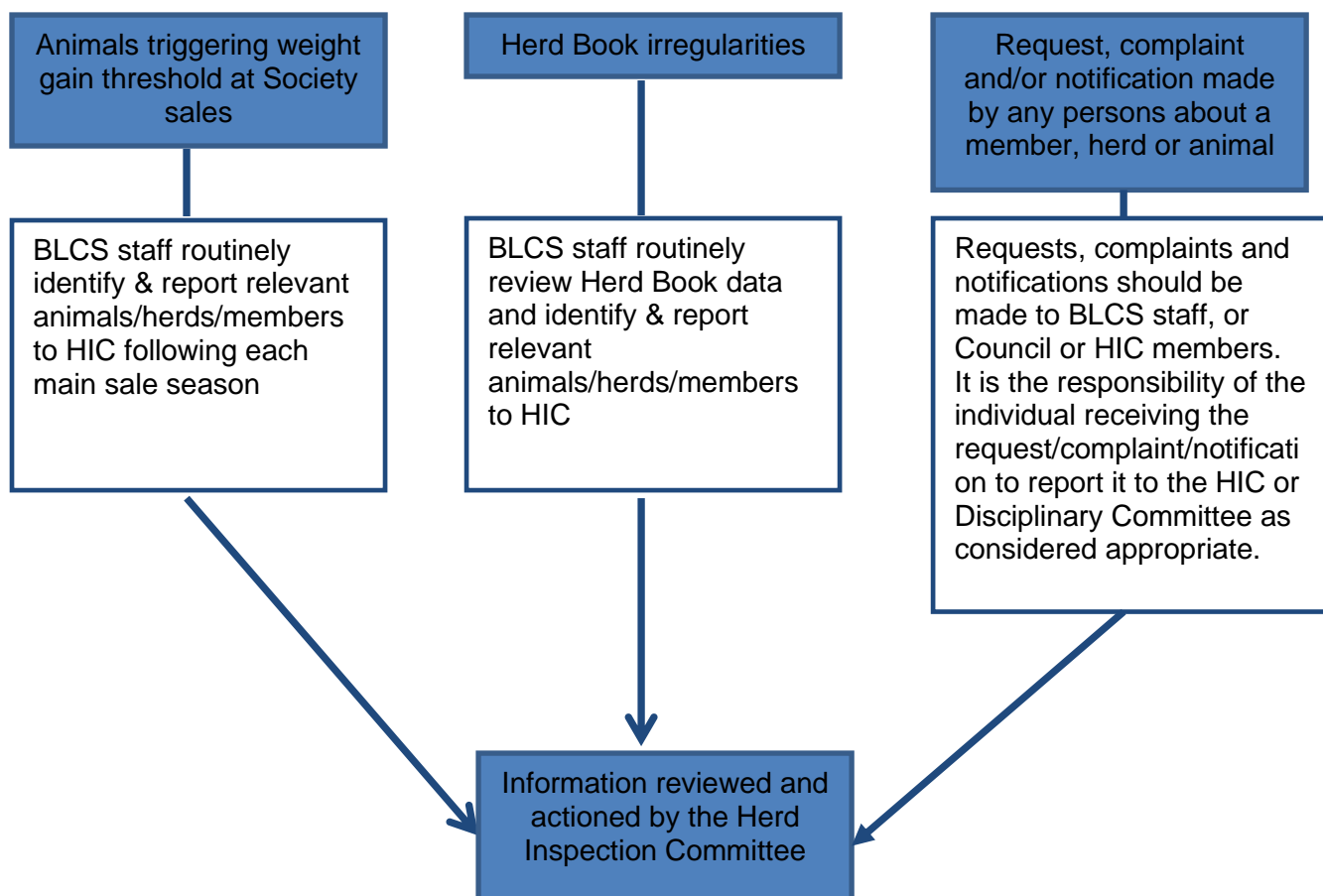
## BYE LAW – 16

### INFRINGEMENT OF SOCIETY BYE LAWS

**16.1** All cases of suspected Bye Law infringement shall, in the first instance, be referred to the Herd Inspection Committee (HIC) typically through one of the following routes:

- Animals triggering weight gain thresholds at Society sales. These thresholds are pre-determined by the HIC and are subject to change at this committee's discretion.
- Herd Book irregularities identified by Society staff or appointed representatives, including but not limited to herd and sale inspectors.
- Request, complaint and/or notification received by the HIC, Council of Management members or Society staff members from any person about any other member, herd or animal.

The case review process by the HIC is illustrated in Diagram 2 below.



**16.2** The role of the HIC is to consider all cases. The HIC may refer any matter which it considers appropriate to the Disciplinary Committee. The HIC comprises personnel as follows: two Society members (who are not Council of Management members), a senior inspector (who is not a Council of Management member) plus an allied independent representative. Administrative and technical support to the committee will be provided by the Society CEO, Technical

Manager and Projects Manager. Committee members and a nominated chairman are appointed bi-annually by the Council of Management. A quorum for any meeting of the HIC shall be 3 members. HIC members will withdraw from the review of cases where they have or could have a direct or indirect interest that conflicts, or possibly may conflict, with the interests and independence of the Disciplinary Committee. Where this occurs, the CEO will appoint replacement committee members.

### 16.3 The Review Process

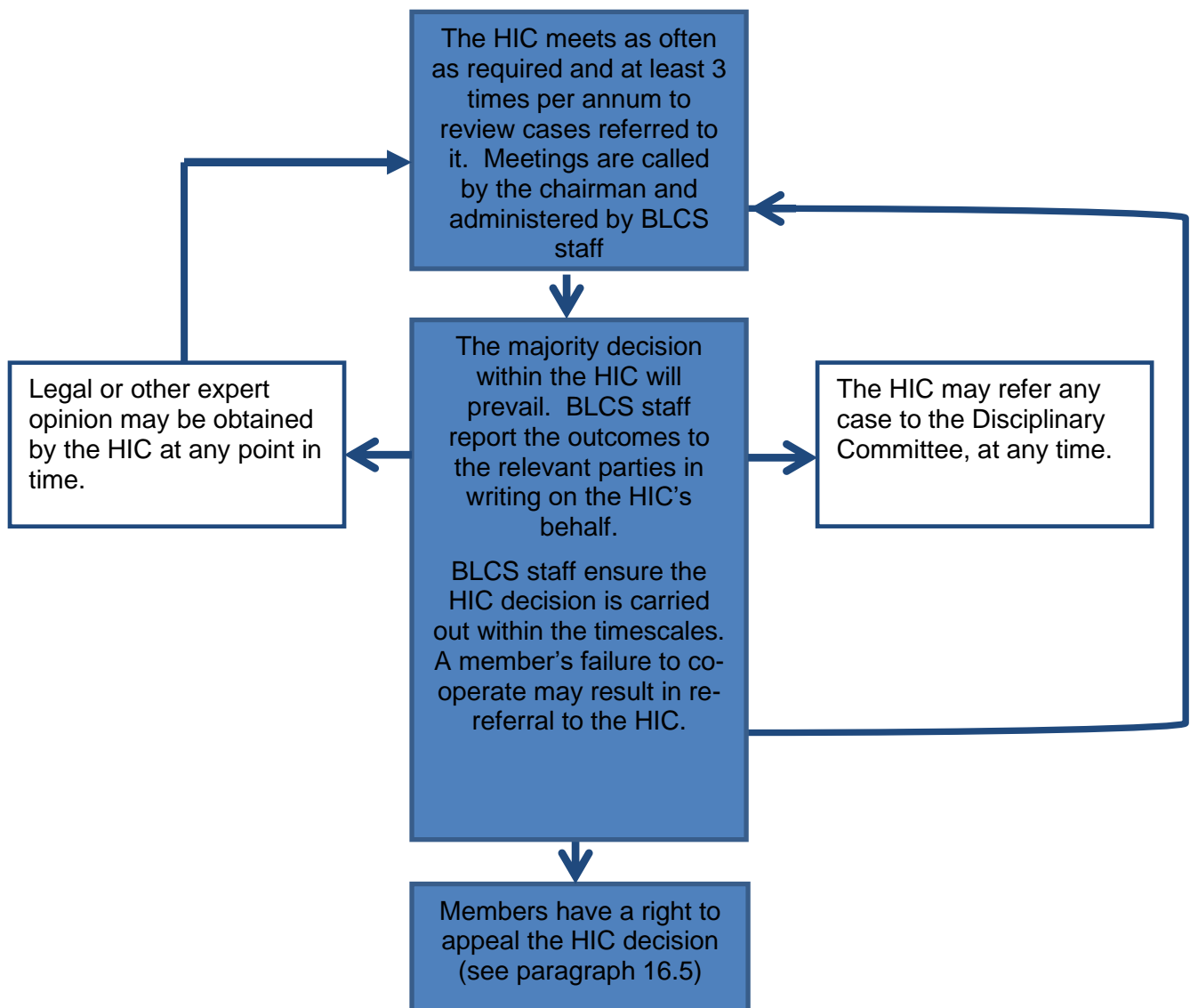
**16.3.1** The HIC may conduct meetings at a location and in a manner it deems appropriate, including face-to-face, teleconference or videoconference.

All written communication from the HIC to the member will be sent by first class post or email.

**16.3.2** The HIC may conduct matters coming to its attention as it considers appropriate and will report the outcomes to all involved parties as well as the Council of Management as soon as reasonably practical.

**16.3.3** A member's involvement in previous cases and the circumstances of those cases is taken in to account in considering each new case, at the HIC's discretion.

**16.3.4** The approach for the HIC process is outlined in Diagram 3 below:



## **16.4 Remedies Available to the HIC**

The HIC may, on finding that allegation against a member has been proved in whole or in part, impose one or more of the following penalties:

- Subjecting the member to on-farm herd inspection(s) for a defined or unlimited period of time
- 7-day birth notification for a defined or unlimited period of time
- Suspension from some or all Society activities for a defined or unlimited period of time
- Withdrawal of animal(s) Society registration(s) for a defined or unlimited time period
- Withdrawal of an animal from a sale or event for a defined or unlimited time period
- Referral of case circumstances to appropriate animal welfare authorities
- The payment of any fine
- A reprimand
- Full or partial payment of the costs incurred by the HIC in investigating the matter (including but not limited to any legal costs or costs incurred in investigating a matter and the cost of conducting the hearing itself)
- The payment of a sum to be determined by the HIC, where the HIC determines that the member has financially benefitted from its breach of the Bye Laws

The type of infringements that may incur such penalties would include but not be limited to the following:

### **Sales and All Society Events**

- Incorrect submission of any animal and/or herd details at the time of entry
- False or misleading declaration relating to any animal including herd health records
- The use of drugs or any other technique that masks or falsely represents the appearance, performance and/or behaviour of an animal
- Breach of requirements relating to personal conduct
- Breach of conduct relating to the treatment of any animal
- Failure to present cattle for showing at any Society pre-sale show (judges' own bulls and those catalogued as aged to be paraded)
- Animal deemed not to be fit for sale or not to present a normal breeding risk for any reason post-inspection and up to the time of sale

### **Herd Book Irregularities**

- Calves not ear tagged in accordance with UK legislation
- Submission of incorrect details in calf registration application
- Discrepancy between Society and BCMS/CTS and DARD records
- Dates of birth outside accepted parameters
- False declaration of caesarean births &/or recipient dam information
- Failure to submit required records within time limits set by HIC
- Failure to submit required DNA samples within time limits set by HIC
- Failure to provide ET calf DNA in required time

### **Performance Records**

- Submission of inaccurate or misleading performance records
- Submitting incorrect DNA

### **On Farm Herd/Animal Inspections**

- Any inspector unable to gain required entry to farm for any reason
- Required cattle not available for inspection (including as a result of availability of personnel to assist where advance notice of visit has been given)
- Cattle handling facilities deemed unsuitable for safe inspection (where advance notice of visit has been given).
- Weighing facilities not available (where advance notice of visit has been given)
- Required herd records not available for inspection

- Breach of requirements relating to personal conduct.
- Breach of conduct relating to the treatment of any animal

#### **Conduct**

- Breach of requirements relating to personal conduct (damaging the reputation of the Society)
- Breach of conduct relating to the treatment of any animal

**Imposition of all penalties will be at the discretion of the HIC and the decision will be taken within the context of individual circumstances. The HIC reserve the right to refer any case to the Disciplinary Committee.**

### **16.5 Appeals Against Decisions Taken by the HIC**

**16.5.1.** Members have the right to appeal the HIC decisions and must lodge this in writing (for which purpose email will be acceptable) within 28 days of the HIC's written notice of their decision.

Members may appoint legal representatives for appeals.

Members wishing to make an appeal will be required to lodge an appeals fee of £1,000 + VAT with the Society. This will be redeemable in full in the event the findings of the HIC are fully reversed.

**16.5.2.** All appeals will be dealt with in accordance with the Disciplinary Procedure set out in Appendix C.

#### **NOTES**

**If any provision of these Byelaws is held by any competent authority to be invalid or unenforceable in whole or in part the validity of other provisions of these Byelaws shall not be for convenience only and shall not affect their interpretation.**

**References in brackets to clauses in earlier editions of the Byelaws are for information only, and do not form part of these Byelaws.**

**A Society telephone answering machine service for out-of-office hours is available after 5.00pm and at weekends on Coventry 02476 696 500. Notifications will also be accepted by FAX 02476 696 716.**

**British Limousin Cattle Society Ltd  
Concorde House  
24 Warwick New Road  
Leamington Spa  
CV32 5JG**

**Telephone: 02476 696 500  
Fax: 02476 696 716  
e-mail: [info@limousin.co.uk](mailto:info@limousin.co.uk)  
[www.limousin.co.uk](http://www.limousin.co.uk)**

## Appendix A – SOCIETY SCHEDULE OF FEES

	Net Charge £	VAT @ 20% £	Total £
<b>Membership</b>			
Full Membership, Annual Subscription	50.00	10.00	60.00
Herd Prefix or Re-joining Fee	10.00	2.00	12.00
Associate Membership, Annual Subscription	20.00	4.00	24.00
Overseas Membership, Annual Subscription	25.00	—	25.00
Subscriptions are renewable on 1st January annually			
Graduated rates apply for applications during the year			
<b>Birth Registrations (Bulls &amp; Heifers)</b>			
<b>On-line &amp; Telephone Registrations - Natural</b>			
Within 28 days of birth	25.00	5.00	30.00
Between 29 – 90 days of birth	35.00	7.00	42.00
Between 91 180 days of birth	45.00	9.00	54.00
<b>On-line &amp; Telephone Registrations - FOT</b>			
Within 28 days of birth	60.00	12.00	72.00
Between 29 – 90 days of birth	70.00	14.00	84.00
Between 91 180 days of birth	80.00	16.00	96.00
<b>Traditional Paper Registrations - Natural</b>			
Within 28 days of birth	40.00	8.00	48.00
Between 29 – 90 days of birth	50.00	10.00	60.00
Between 91 180 days of birth	60.00	12.00	72.00
Between 181-365 days of birth	500.00	100.00	600.00
<b>Traditional Paper Registrations – FOT</b>			
Within 28 days of birth	75.00	15.00	90.00
Between 29 – 90 days of birth	85.00	17.00	102.00
Between 91 -180 days of birth	95.00	19.00	114.00
Between 181-365 days of birth	500.00	100.00	600.00
Imported Bulls and Females	50.00	10.00	60.00
Copy Pedigree Certificates	5.00	1.00	6.00
Paper Pedigree Certificate	2.00	0.40	2.40

Export Pedigree Certificate from Herd Book of exporting country must be submitted for registration of imported animals or embryos. Pedigree Certificates are also required for bulls from which semen is imported.

<b>Transfer Fees</b>			
All Registered Animals	20.00	4.00	24.00
<b>Exported Animals</b>			
Export Pedigree Certificate	30.00	6.00	36.00
Embryo Export Certificate	5.00	1.00	6.00
<b>Animal Inspections</b>			
Base Cow Register Females	17.50	3.50	21.00
<b>Semen Royalty Scheme</b>			
Entry fee	50.00	10.00	60.00
Semen Royalty Admin Fee	5.00	1.00	6.00

**VAT:** All the services provided to members by the Society are liable to VAT. Valid VAT invoices are issued for these services.

**Note 1:** all fees apply to each animal or embryo registered

**Note 2:** fees relating to all DNA testing can be found on the Society website [www.limousin.co.uk](http://www.limousin.co.uk), under 'BLCS Member Information' and 'Breed Improvement'

## **Appendix B – Premier Collective Society Sales**

**Carlisle** - February, May, October, December

**Stirling** - February, October

**Brecon** - May, November

## APPENDIX C – The BLCS Disciplinary Procedure

The role of the Disciplinary Committee is to consider cases deemed to be important, serious, complex and/or having significant impact on the Society or Society members. It comprises at least 10 members who are not members of the Society's Council of Management. Members are appointed bi-annually by the Council of Management and a Committee Chairman nominated from within.

Individual cases referred to the Disciplinary Committee are considered by at least three members, and these shall be appointed by the CEO. One of these members is nominated as the Case Chairman. A quorum for any case meeting is three members.

Disciplinary Committee members will not review cases where there is an identified conflict of interest.

Administrative & technical support for all Disciplinary Committee activities is provided by the Society CEO, Technical Manager and Projects Manager.

### A. REFERRAL OF CASES

Cases may be referred to the Disciplinary Procedure through one of the following routes:

- Referral by the Herd Inspection Committee
- Referral by the CEO
- Referral by the Society's Council of Management
- Referral by a member wishing to appeal a decision made by the Herd Inspection Committee and its Appeal Panel (referred to under Byelaw 16)

### B. ENQUIRY BY THE DISCIPLINARY COMMITTEE

#### B.1 The Review Process

Notice of the referral of the complaint to the Disciplinary Committee will be sent to the member (the **"Respondent"**) against whom a complaint has been made together with details of the nature of the complaint as soon as practical following the decision to proceed.

The Society will within 14 days of notifying the Respondent of the details of the complaint, provide the Respondent with a Statement of Case setting out:

- the nature of the complaint;
- details of any witnesses it intends to rely upon together with any witness statements or full details of the evidence of witnesses to be relied upon; and
- copies of any documents or details of any other evidence it is intended to rely upon.

The Respondent will, within 21 days of receiving the Statement of Case:

- submit to the Society a response setting out full details of the Respondent's case together with:
  - acceptance or denial of all or part of the Society Statement of Case;
  - details of any facts, evidence or other matter relied upon;
  - details of any witnesses it is intended to rely upon together with full details of the evidence of witnesses to be relied upon;
  - Copies of any documents or details of any other evidence it is intended to rely upon.
- provide any dates of unavailability of the Respondent or any witnesses within 28 days of the date of the Response.

The Society may, if it so wishes, serve a reply to any matters raised in the Response and shall do within four days of receipt of the Response.

Neither party shall be entitled to submit further written arguments or further evidence after the above time limits unless permitted to do so by the Disciplinary Committee.

If the Respondent fails to comply with any time limits or fails to provide dates of unavailability of witnesses the Society may proceed with the complaint in any event.

At the conclusion of the above procedure the Disciplinary Committee shall, as soon as reasonably practical, fix a date for the hearing of the complaint and notify the Respondent of the time, date and location of the hearing. The Respondent will, where possible, be given at least 14 days' notice of such hearing.

The Society and the Respondent may agree that the matter be dealt with in writing and without an oral hearing. In such event the Disciplinary Committee will consider the Statement of Case and Response and any evidence or documents provided by either party and will notify the parties of its decision as soon as reasonably practical.

Hearings before the Disciplinary Committee shall be in private. All hearings shall be confidential and all evidence, documents, statements or other materials used for the complaint or proceedings shall be confidential unless such material is required to be disclosed by law or already in the public domain is required for any appeal.

The burden of proof on the Society shall be on a balance of probability and no greater burden.

The Society and the Respondent shall be responsible for their own legal costs unless otherwise ordered by the Disciplinary Committee. The Disciplinary Committee shall however be entitled to order that all or part of the legal costs incurred by a party should be paid by the other party for such amount as the Disciplinary Committee considers to be reasonable and/or appropriate in the circumstances bearing in mind the seriousness of the conduct complained of and the conduct of the parties during the course of the Disciplinary Procedure. Such costs shall be assessed by the Disciplinary Committee at the time of the hearing.

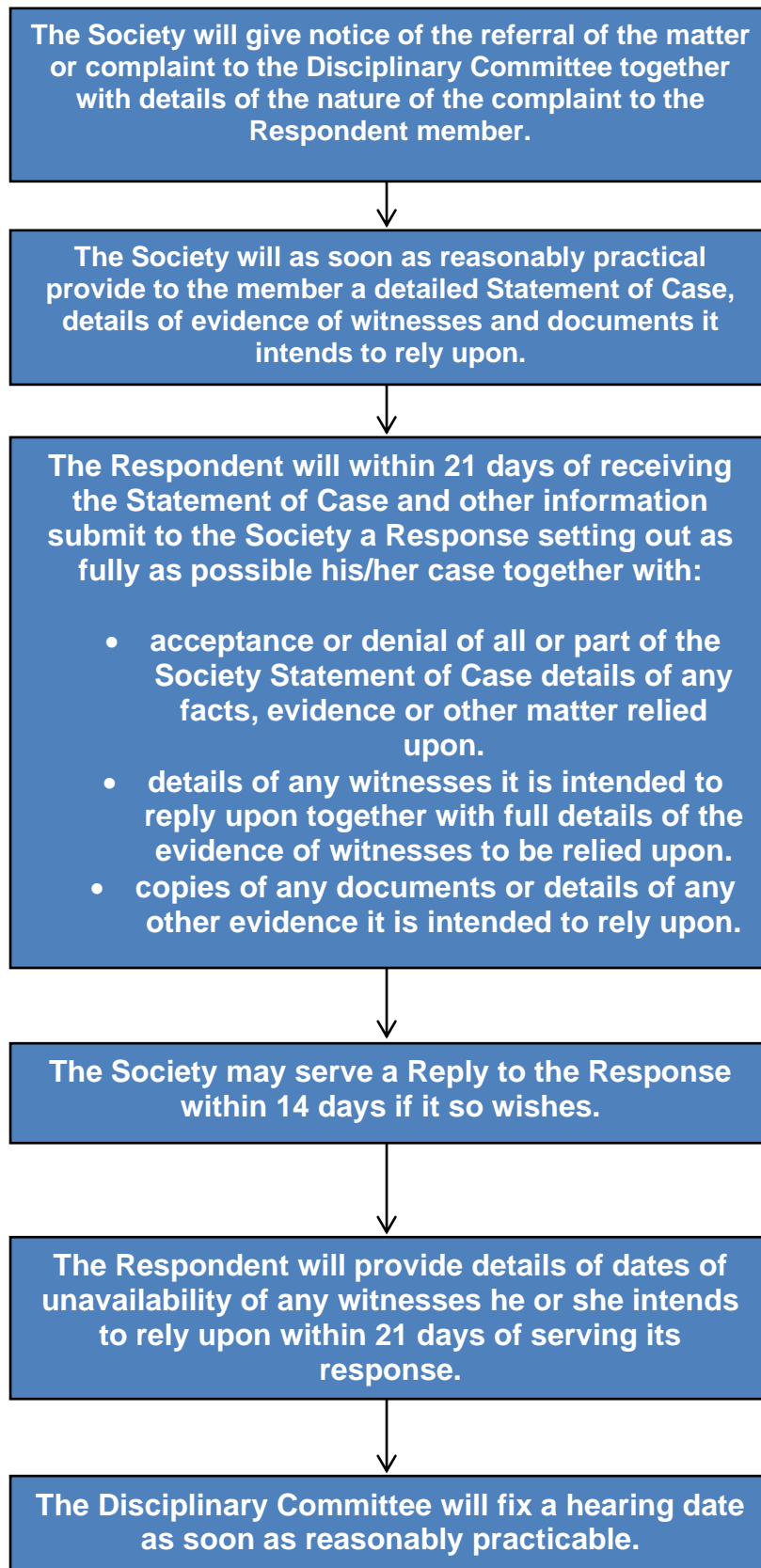
The Respondent may in addition be ordered to pay any of the following costs:

- expenses incurred by the member of the Disciplinary Committee.
- expenses relating to any hearing, including room hire.
- administrative expenses of the Society limited to £500,

the amount of such expenses to be in the sole discretion of the Disciplinary Committee



**Diagram 4 – Summary of Disciplinary Procedure**



## **B2. Disciplinary Committee Hearings**

Disciplinary Committee hearings will be held at an appropriate venue prescribed by the Society. Unless otherwise agreed, one day will be allowed for the hearing, which will commence at 10am and close at 4pm.

The chairman of the Disciplinary Committee shall have absolute discretion on requests for any variation to the timetable for hearings of the committee.

The Chairman shall also have sole discretion on the conduct of the hearing, which will be as informal as circumstances permit.

Meeting minutes and/or audio recording will be taken of the hearing but this will only be transcribed on request and the member will be charged the full cost of any such work. The person responsible for taking the minutes will be mutually agreed between the parties 14 days prior to the hearing date. Where agreement cannot be reached, the Disciplinary Committee shall approach the National Beef Association for a list of recommendations. Individuals shall be approached by the Disciplinary Committee in the order they are listed and the first available will be appointed.

### **The order of hearings will normally be –**

- Evidence from the Disciplinary Committee, presented by a nominated Committee member
  - including any expert witnesses
- Cross examination on that evidence by the member or his/her legal representative
- Evidence by or on behalf of the member
  - including any expert witnesses
- Cross examination on that evidence by a nominated member of Disciplinary Committee or its appointed representative
- Disciplinary Committee Members shall have the opportunity to intervene and ask questions at any stage in the proceedings at the invitation or with the approval of the chairman.
- Closing statements on behalf of the Disciplinary Committee presented by a nominated Committee member Society
- Closing statements on behalf of the member
- The Disciplinary Committee will then retire to consider their verdict on the charges
- The Committee will reconvene and the Chairman will make a short statement on Disciplinary Committee's conclusions.
- The member, or his/her representative, shall then have an opportunity to make any pleas in mitigation, or any other reasonable requests of the committee.
- As soon as possible after the meeting, the member will receive written notification of the Disciplinary Committee's decision and any penalties to be applied from the Secretary. The member's previous dealings and any history of disciplinary matters in conducting Society business will be taken in to account by the Disciplinary Committee when considering the penalty to be applied.
- The member has a right of appeal as laid out in section 4 below.

**Note:** The Disciplinary Committee is an independent lay group responsible for the conduct of internal disciplinary procedures. The Committee will not hear legal argument on points of law. Any such legal argument will only be admissible on appeal to the NBA Appeals Committee (see Appendix D of the Society Byelaws), which is chaired by an independent legally qualified person.

## **C. RIGHTS OF APPEAL**

The member has the right of appeal to the NBA Appeal Tribunal on the verdict of the Disciplinary Committee and/or the penalties imposed by the Disciplinary Committee

Details of the NBA appeals procedures are attached in Appendix D

A members' failure to comply with the decisions taken by the Disciplinary Committee will itself be the subject of new review by that Committee and consideration of further penalty. Referred to in paragraph 3B1 above, a member's involvement in previous cases and the circumstances of those cases will be taken in to account in considering each new case.

#### **D. REMEDIES AVAILABLE TO THE DISCIPLINARY COMMITTEE**

The Disciplinary Committee may, on finding that an allegation against a member has been proved in whole or in part, apply a penalty to the member as part of its final decision. This may include, but not be limited to the following:

- Expulsion of the Member from membership of the Society.
- Suspension of the Member from membership of the Society for a period.
- Suspension of the Member for a period from entering cattle for Society shows and sales and taking part in other Society sponsored activities.
- Cancellations of registrations of the member in the Herd Book, or temporary de-registration of his/her animals for a period, or disqualification of his animals from any Society show event or activity for an unlimited period.
- Full or partial payment of the costs incurred by the HIC and/or the Disciplinary Committee in investigating the matter (including but not limited to any legal costs or costs incurred in investigating a matter and the cost of conducting the hearing itself)
- The payment of any fine.
- A reprimand.

## **APPENDIX D - Disciplinary Appeals Procedure for Affiliated Breed Societies & Membership Appeals Procedure**

### **Disciplinary Appeals Procedure for Affiliated Breed Societies**

The following appeals procedure shall apply to any disciplinary proceedings of an affiliated Breed Society of the National Beef Association (the Association), where such Society has no appeals procedure of its own.

Any Member of such Society (the Member) about whom a disciplinary decision has been made may within thirty days of notification of such decision serve notice in writing on the Secretary of the Society and the Association that he intends to appeal against such decision.

On receipt of such notice of appeal, the Chairman for the time being of the Association shall appoint an Appeal Tribunal for the purpose of determining such appeal. The Appeal Tribunal shall consist of an independent legally qualified chairman and two members of other affiliated Breed Societies who have no connection with the Society involved in the appeal.

The appeal shall be conducted in accordance with the principles of natural justice but subject thereto the conduct and procedure of the appeal shall be in such manner and form as the independent legally qualified chairman shall in his/her absolute discretion decide.

If the Appeal Tribunal shall decide the Appeal in favour of the Member of the Society shall abide by such decision.

The costs of establishing the Appeal Tribunal shall be borne by the Society against whose decision an appeal is being made but subject thereto the costs of the Member and the Society in the matter of the conduct of the appeal shall be borne in such manner and in such proportions as shall be decided by the Appeal Tribunal in coming to its decision on the appeal.

Neither the Association nor its servants or agents nor the members of the Appeal Tribunal shall be liable to any party for any act omission or misconduct in connection with any appointment made or any appeal conducted under this procedure.

Any Notices of Appeal required to be served shall be deemed to have been duly served if left at or sent by pre-paid first class post to the respective last known principal places of business of the Society and the Association, and shall if sent by post to such principal places of business be deemed to have been received on the fourth day after the date on which it was sent.

### **Membership Appeals Procedures**

In the event of any person being refused membership of an affiliated Breed Society (the Society) of the National Beef Association, that person shall be notified by the Society that he or she has been refused membership of it and of the reason(s) for such refusal.

Within thirty days of receiving such notification such person (the Appellant) may serve notice in writing on the Secretary for the time being of the Society and the National Beef Association (the Association) that he intends to appeal against such refusal.

On receipt of such notice of appeal, the Chairman for the time being of the Association shall appoint an Appeal Tribunal for the purpose of determining such appeal. The Appeal Tribunal shall consist of an independent legally qualified chairman and two members of other affiliated Breed Societies who have no connection with the Society involved in the appeal.

The appeal shall be conducted in accordance with the principles of natural justice but subject thereto the conduct and procedure of the appeal shall be in such manner and form as the independent legally qualified chairman shall in his/her absolute discretion decide.

If the Appeal Tribunal shall decide the appeal in favour of the Appellant the Society shall forth with admit the Appellant to membership of the Society.

The costs of establishing the Appeal Tribunal shall be borne by the Society against whose decision an appeal is being made but subject thereto the costs of the Appellant and the Society in the matter of the conduct of the appeal shall be borne in such manner and in such proportions as shall be decided by the Appeal Tribunal in coming to its decision on the appeal.

Neither the Association nor its servants or agents nor the members of the Appeal Tribunal shall be liable to any party for any act omission or misconduct in connection with any appointment made or any appeal conducted under this procedure.

Any Notices of Appeal required to be served shall be deemed to have been duly served if left at or sent by pre-paid first class post to the respective last known principal places of business of the Society and the Association, and shall if sent by post to such principal places of business be deemed to have been received on the fourth day after the date on which it was sent.

## APPENDIX E – DEFINITIONS

**‘The Society’** and **‘BLCS’** shall mean the British Limousin Cattle Society Ltd

**‘Herd Book’** shall mean the British Limousin Pedigree Herd Book and any registers supplementary thereto

**‘Council’** shall mean the Society’s Council of Management

**‘Recognised Agency’** shall mean any DNA laboratory recommended by ISAG (International Society for Animal Genetics)

**“Recognised Limousin Herd Book”** shall refer to an organisation affiliated to either the International Limousin Congress or Eurolim Association

**“FOT”** shall mean Fertilised Ovum Transplant

**“IVF”** shall mean In Vitro Fertilisation

**“CEO”** shall mean Chief Executive Officer of the British Limousin Cattle Society

**“The EU Zootech Regulation (2016)”** refers to the REGULATION (EU) 2016/1012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2016 on zootechnical and genealogical conditions for the breeding, trade in and entry into the Union of purebred breeding animals, hybrid breeding pigs and the germinal products thereof and amending Regulation (EU) No 652/2014, Council Directives 89/608/EEC and 90/425/EEC and repealing certain acts in the area of animal breeding (‘Animal Breeding Regulation’).

**“Pedigree certificate”** and **“Registration certificate”**, **“Certificate of registration”** and **“Export Certificate”** all refer to the Zootechnical Certificate, as prescribed by the EU Zootech Regulation (2016).

**“Breed Type”** and **“Breed Standard”** shall include reference to the following:

**Size** - the Limousin should have a large, but fine, strong boned frame. Mature Limousin females should average 650 kilos and mature males 1000 kilos. **Colour** – per description in Byelaw 1. **Head** - the head should be short with a wide forehead and broad muzzle. If horns are present, they should be fine and curved forward with slightly raised extremities of lighter colour than the rest of the horn. **Body** - The body should have well-fleshed forequarters; a deep, rounded chest with well sprung ribs; a broad, straight, and well muscled back; a large and well rounded rump, with pin bones not too protruding; and deep and well rounded thighs. The belly should be wide but straight, and not too prominent on the bottom line. The hide should be fine and supple. **Legs** - the legs should be fine-boned but strong and straight with a square even stance, and sound feet. **Disposition** - Animals should have a quiet and manageable disposition.

**“Third Country”** - EU legislation allows for trade with third country (non-EU) breed societies and operations. This provides for the European Commission to maintain a list of breeding bodies in third countries that meet certain requirements relating to equivalence of their breeding programmes and rules of procedure to those in the EU. Further details can be found in the EU Zootech Regulation (2016).

## APPENDIX F: REQUIREMENTS OF THE ZOOTECHNICAL CERTIFICATE in accordance with the EU Zootechnic Regulation (2016)

Zootechnical certificate, in accordance with Regulation (EU) 2016/2012, for trade in purebred breeding animals...of the bovine species ( <i>Bos taurus</i> , <i>Bos indicus</i> , <i>Bubalus bubalis</i> )		(a logo of the issuing breed society or competent authority may be included)
		Certificate number (blank if not applicable)
1. Name of issuing breed society/competent authority (provide contact details and, where available, a reference to the website)		
2. Name of breeding book		3. Name of breed of purebred breeding animal
4. Class within the main section of the breeding book where animal is entered (blank if not applicable)		
<b>5. Sex of animal</b>		6. Breeding book number of animal
7. Identification of purebred breeding animal 7.1 System 7.2 Individual identification number 7.3 Animal health identification number (blank if not applicable) 7.4 Name (blank if not applicable)		8. Identity verification (blank if not applicable)  8.1 Method  8.2 Result
9. Date (use format dd.mm.yyy) and country of birth of animal		
10. Name, address and email address (blank if not applicable) of breeder		
11. Name, address and email address (blank if not applicable) of owner		
12. The pedigree of the purebred breeding animal 12.1 Sire Breeding book number and section Name (blank if not applicable)		12.1.1 Paternal Grandsire Breeding book number and section Name (blank if not applicable)
		12.1.2 Paternal Granddam Breeding book number and section Name (blank if not applicable)
12.2 Dam Breeding book number and section Name (blank if not applicable)		12.2.1 Maternal Grandsire Breeding book number and section Name (blank if not applicable)
		12.2.2 Maternal Granddam Breeding book number and section Name (blank if not applicable)
13. Additional information (blank if not applicable) 13.1 Results of performance testing (a link to the Animal Details page on Taurus will be inserted) 13.2 Up-to-date results of the genetic evaluation carried out last on.....(insert date in format dd.mm.yyyy) 13.3 Genetic defects and genetic peculiarities of the animal in relation to the breeding programme 13.4 Other relevant information Coat colour: FOT: Myostatin: Twin: Genetic colour: Birthweight: Horned/pollled genetics: (all or some blank if not applicable)		
14. Insemination/mating (delete where not applicable) 14.1 Date (use format dd.mm.yyyy) 14.2 Identification of fertilising male 14.2.1 Individual identification number 14.2.2 Name (blank if not applicable) 14.2.3 System of identity verification and result		
15.1 Done at (place of issue):..... 15.2 on (date of issue): .....		
15.3 Name and capacity of the signatory: ..... (insert in capital letters name and capacity of the individual signing the certificate)		
15.4 Signature.....		

In accordance with paragraph 3.4 of byelaw 3:

- **Bold** type in this Appendix indicates information required from the breeder or his/her authorised representative for the purposes of animal registration. It is the responsibility of the breeder or his/her authorised representative to ensure the information supplied is accurate.
- Type in *italics* in this Appendix indicates the information required in the pedigree certificate by the EU Zootech Regulation (2016) that is reliant on submission of information by owners (or their authorised representatives) later in an animal's life. Whilst it is the responsibility of the Society to ensure the information is printed on the pedigree certificate, it is the owner's responsibility (or that of his/her authorised representative) to ensure the information is available as required and is accurate.