



# BRITISH LIMOUSIN CATTLE SOCIETY LIMITED

## BYELAWS

### REVISED 1<sup>st</sup> August 2021

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: 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') and all subsequent amendments. This regulation and subsequent amendments are referred to as the 'Zootech Regulation (2016)' throughout this document. The definition is referenced in Appendix C.

#### Byelaw

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## BYELAW - 1

### DEFINITION OF LIMOUSIN BREED STANDARDS

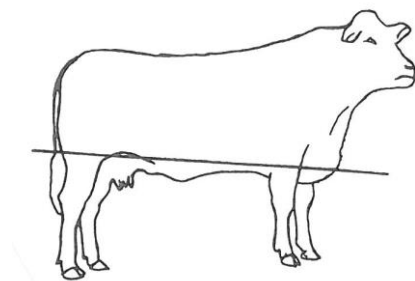
Reference to breed standard and breed type in the context of size, head, body, legs and disposition is included in Appendix C.

### 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:



## BYELAW - 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.

The Society has in place a Breeding Programme in accordance with the Zootech Regulation (2016). This presents information contained in these Byelaws in relation to the aim of the Society and the breed, the characteristics of the breed (including essential traits) and the system used for recording pedigrees. A copy of this can be found on the Society's website here: <https://bit.ly/3pw1vqY> and a printed copy can be provided on request.

**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).

**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 Review and Appeal Processes contained in Byelaws 18 and 21.

**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 Review Process detailed in Byelaw 18.

**2.16** Members may nominate the Society to make applications to the British Cattle Movement Service (BCMS) for cattle passports at the time calves are registered. Such nomination must be in writing or by email. All passport applications can only be made within 15 days of the calves' dates of birth. Whilst the Society will endeavour to ensure all applications are submitted successfully, it is members' responsibility to ensure that the application is successful, and passport issued. The responsibility for the accuracy of passport information rests solely with members and not with the Society. These provisions apply to all members using this service irrespective of the date of Society nomination.

**2.17** All members are subject to the terms of the Society's Social Media Policy. The Social Media 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.

## **2.18** Conduct of Members

2.18.1 Members of the Society agree:

- a) To be bound by and to comply strictly with these Bye Laws and all other rules of the Society;
- b) To submit to the exclusive jurisdiction of any first instance Review Committee and subsequent Appeal Committee convened under these Byelaws to hear and determine complaints of misconduct and any other matters referred to such Committees under Byelaws 16 to 20.
- c) Not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of the first instance Review and Appeal Committees.

2.18.2 No Member shall:

- a) Conduct himself/herself at any event under the auspices of the Society in a manner which is offensive to the public;
- b) Use threatening, abusive words or behaviour, behave uncivilly or show contempt or disrespect to a Society representative, judge, employee or officer of the Society at an event under the auspices of the Society.

- c) Conduct himself/herself in such a manner that he/she has or may have committed or has or may have been party or privy to any breach of any provisions of the Memorandum and Articles of the Society or of any Rule, Regulation or Bye-Law of the Society. A Member shall be in breach of this Bye Law in the event that any person who assists, represents or acts on behalf of or in the employment of such Member conducts himself/herself in such a manner that were he/she a Member of the Society he would himself/herself be in breach of any of the provisions of the Byelaws.
- d) Conduct himself/herself in a manner which in the opinion of the Society is detrimental to the character and/or prejudicial to the interests of the Society;
- e) Unreasonably fail or refuse to assist Society representatives, the Breed Secretary or the Review Committee in their investigations of complaints of misconduct, potential misconduct or other breaches or potential breaches of the Rules, Regulations or Bye-laws.
- f) Make, either orally or in writing, to a representative of the Society, a statement on any matter covered by the Byelaws which he/she knows to be untrue or has no reasonable grounds to substantiate.
- g) Enter an animal for sale or any event held under the auspices of the Society which does not comply with the Rules and/or Byelaws of the Society.
- h) Exercise any of the rights or privileges of membership while suspended therefrom nor assist represent or act on behalf of any other Member of the Society while suspended from all rights and privileges of membership.

## **2.19 Indebtedness to the Society**

2.19.1 Any Member who fails to carry out the findings imposed by the Council of Management or Appeal Panel by the date stipulated or who fails to pay for goods or services supplied by the Society, including, but not limited to, the processing of memberships, registrations, members international debt etc. or by making such payments by means of a cheque or other instrument, which is subsequently dishonoured, may be notified by the Society of his/her non compliance / indebtedness in writing. If such non compliances / indebtedness is not fully rectified by the date stipulated or within 30 days of the date of such notification, the Membership shall automatically be terminated.

2.19.2 The Breed Secretary shall notify the Member accordingly and promulgate the termination in any of the Society's publications or websites.

## **BYELAW - 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 C 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. Animals born within the United Kingdom and first registered in any other Limousin named herdbook will not be eligible for entry in the herdbook. 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 Byelaw 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. 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.

Members are required to check pedigree certificates resulting from their registration applications for accuracy. The Society is not responsible for incomplete or incorrect information that may have been transmitted during the registration process.

The information required to complete a registration application is detailed in Appendix D. 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 D 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 D. 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 Byelaw 2 above.

To be eligible for entry into 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>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
<b>Animal eligible for registration in the Main Section of the Herd Book</b>	<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

**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. In the case of animals born by embryo transfer/in vitro fertilisation, this includes receipt of the DNA sample in to 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. Calves born of first-calving females are charged at the date they enter the holding tank.

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.

**Attention is drawn to Byelaw 14.3.24 below in relation to birth notification and/or registration of animals and their eligibility for Premier Collective Sales (as identified in Appendix B) or Shows hosted by the Society.**

**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.**

**3.5.4** Registration of a calf produced by Artificial Insemination (AI) - Members conducting their own AI ('DIY' AI) must keep a record of AI dates for 3 years. If using an independent AI provider, Members must keep a copy of the AI documentation and invoices from that provider for 3 years. This applies to all calves born from 1<sup>st</sup> October 2020.

**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 Byelaw 7.

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



## BYELAW - 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	Sire: must be registered in main Section of the Herd Book
	GGrandsire: must be registered in Main Section of the Herd Book
	GSire: must be registered in Main Section of the Herd Book
	GGrand-dam: must be registered in Main Section of the Herd Book
	Dam: must be registered in main Section of the Herd Book
	GGrandsire: must be registered in Main Section of the Herd Book
	GDam: registered in Supp. Section of the Herd Book
	GGrand-dam: 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.

The Society will enter into the breeding book, animals of the same breed, line or cross that are eligible for entry under the Society's breed criteria, without discrimination on account of their country of origin.

#### 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.
- d) For all FOT calves born from 1<sup>st</sup> October 2020 the appropriate implant forms (ET1 at time of flushing/implantation; ET2 at time of implantation) must be provided to the Society. Calves will be placed in the holding tank and will not become fully registered until their implant details have been verified against their registration details.

#### **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).

## **BYELAW - 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.

In the case of the live import of male animals, its DNA profile must be analysed for Myostatin analysis prior to registration of its first calf. This may require submission of a DNA sample.

#### **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.

## **BYELAW 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.

A DNA profile must be analysed for Myostatin analysis prior to registration of a bull's first calf. This may require submission of a DNA sample.

#### **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.

## BYELAW - 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 analysis, 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.**

Relationship analysis available to the Society through use of 'genomic relationship matrix' technology can be used to support information available from the DNA laboratories. Policy around its use is agreed by Council and is subject to its discretion. A copy of the policy is available upon request from the herd book office.

From 1<sup>st</sup> May 2020, DNA profiling of animals is to be administered solely by the Society through its appointed agency. This includes the ordering of DNA kits, submission of samples, testing, invoicing and provision of results.

## BYELAW - 9

### BIRTH REGISTRATION DOCUMENTS

This Byelaw 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.

## **BYELAW - 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).

## **BYELAW - 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 Byelaw 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 Byelaw 15.

**11.2** Where the sire and its natural calf were not in the same ownership at the time of service or insemination, a letter of service from the owners of the relevant animal 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 Byelaw 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 Review Process detailed in Byelaw 18.

## **BYELAW - 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 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.



## BYELAW - 13

### HERD INSPECTIONS

#### 13.1 HERD INSPECTIONS

The Society may carry out complete or partial 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.

#### 200<sup>th</sup> Calf Inspection

Each 200<sup>th</sup> calf born from 1<sup>st</sup> July 2020 and registered in the herd book will receive a calf inspection. These will be conducted by agents appointed by the Society and administered alongside the Society's wider inspection processes.

##### 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.
- When presenting cattle for herd inspections, all Members must provide weighing facilities for calves up to 100kg.

##### 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 Review Committee for its consideration under Byelaw 18.

#### 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.

## BYELAW - 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 within the Supplementary section of the herd book appearing in a catalogue 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.

**14.3.24** At Council's discretion, animals born from 1<sup>st</sup> July 2021 that are entered in to Premier Collective Sales (as identified in Appendix B) or Shows hosted by the Society are required to have been Birth Notified or Registered with the Society in accordance with Byelaw 3 within 28 days from birth, or by the date of the sale or show, whichever is sooner. This includes calves to be sold or shown at foot, whether crossbred or purebred. Failure to Birth Notify or Register a calf to be sold or shown at foot will render the dam ineligible for entry to that sale or show.

## **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. Weaned calves are defined as animals of either sex born within the twelve calendar months preceding the sale date.

### **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 B 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 Johne's 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 17.

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

No animal rejected at the pre-sale inspection from any collective or premier sale may be sold at a public auction at the same sales center on the same day.

#### **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.

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

All bulls entered for Premier and Collective Society 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 Premier Society Sales will be weighed by a Society-appointed representative 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 C.

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 Breed Inspection - Appeal**

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 Byelaws then it may make an appeal to the Review Committee under Byelaw 18.. 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 Review Processes described in Byelaw 18.

**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 and Estimated Breeding Values 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 should be withdrawn for that sale or event

## **BYELAW – 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.

## REVIEW AND COMPLAINTS PROCEDURE

### BYELAW 16 - The role of the Review Committee

**16.1** The role of the Review Committee is to consider cases referred to it, report its findings to the Council of Management and make a recommendation as to outcome and any proposed sanction (pursuant to Byelaw 18.1.1 and/or determine the case pursuant to Byelaw 18.1.2. Any outcome recommended or applied by the Review Committee may include any or a combination of the powers referred to in Byelaw 18.1.1(g) or any other recommendation it deems appropriate.

**16.2** The Review Committee will comprise personnel as follows: two Society Members (who are not Council of Management Members), a Chairman (appointed from within Council) and two further Council Members - all appointed for a two-year term.

**16.3** A quorum for any meeting of the Review Committee shall be 3 members. Recommendations made and decisions made by the Review Committee shall be reached by simple majority. Where recommendations are made to the Council of Management pursuant to Byelaw 18.1.1(f), the reasons for the recommendations will be provided to the Council of Management, together with the details of any dissenting views.

**16.4** Review Committee 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 of the member subject to the review. Where this occurs, the Breed Secretary will appoint replacement committee members.

**16.5** Administrative and technical support to the committee will be provided by Society staff as appropriate. Committee members and a nominated chairman are appointed bi-annually by the Council of Management.

### BYELAW 17 - Jurisdiction of the Review Committee

**17.1** The Review Committee shall have jurisdiction to investigate and make recommendations as to outcome pursuant to Byelaw 18.1.1 and, pursuant to Byelaw 18.1.2, apply any sanction on the matters brought to its attention through any of the following routes:

**17.1.1** Animals triggering any routine herd book data thresholds or checks. These thresholds and checks are pre-determined by the Review Committee and are subject to change at this Review Committee's and/or Council's discretion;

**17.1.2** Herd Book irregularities identified by Society staff or appointed representatives, including but not limited to herd and sale inspectors;

**17.1.3** Request, complaint and/or notification received by the Review Committee, Council Executive Committee, Council of Management members or Society staff members from any person about any other member, herd or animal; and

**17.1.4** Complaints relating to applications for membership

**17.2** The type of infringements or matters that may be investigated by the Review Committee include but are not limited to the following:

**17.2.1** Sales and All Society Events:

- a) Incorrect submission of any animal and/or herd details at the time of entry
- b) False or misleading declaration relating to any animal including herd health records
- c) The use of drugs or any other technique that masks or falsely represents the appearance, performance and/or behaviour of an animal
- d) Breach of requirements relating to personal conduct
- e) Breach of conduct relating to the treatment of any animal
- f) Failure to present cattle for showing at any Society pre-sale show (judges' own bulls and those catalogued as aged to be paraded)
- g) 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

**17.2.2** Herd Book Irregularities

- a) Cattle not ear tagged in accordance with UK legislation
- b) Submission of incorrect details in calf registration application
- c) Discrepancy between Society and BCMS/CTS and DARD/DAERA/APHIS records
- d) False declaration of caesarean births &/or recipient dam information
- e) Failure to submit required records within time limits set by the Review Committee
- f) Failure to submit required DNA samples within time limits set by the Review Committee
- g) Failure to provide ET calf DNA in required time

**17.2.3** Performance Records

- a) Submission of inaccurate or misleading performance records
- b) Submitting incorrect DNA

**17.2.4** On Farm Herd/Animal Inspections

- a) Any inspector unable to gain required entry to farm for any reason
- b) Required cattle not available for inspection (including as a result of availability of personnel to assist where advance notice of visit has been given)
- c) Cattle handling facilities deemed unsuitable for safe inspection (where advance notice of visit has been given).
- d) Weighing facilities not available (where advance notice of visit has been given)
- e) Required herd records not available for inspection
- f) Breach of requirements relating to personal conduct
- g) Breach of conduct relating to the treatment of any animal

## **BYELAW 18 - Review Process**

A summary diagram of the case review process can be found in Appendix E

**18.1** Upon receipt of a complaint or information the Breed Secretary deems to require attention, or issue arising under Byelaw 17.1, the Breed Secretary will, at his/her discretion, refer the matter to the Executive Committee of the Council of Management ('the Executive Committee') or direct to the Review Committee.

Any matters dismissed by the Breed Secretary are to be reported to the Council of Management so that it remains informed.

### 18.1.1 Matters referred to the Executive Committee

Matters of a serious or complex nature, or those which the Breed Secretary deems to be of significant importance to the reputation of the Society, will be referred in the first instance to the Executive Committee

- a) Upon receipt of information from the Breed Secretary, the Executive Committee will either:
  - i. dismiss the matter. Dismissed matters are to be reported to the Council of Management so that it remains informed.
  - ii. refer the matter to the Review Committee for investigation and recommendation as to outcome and any proposed sanction.
- b) The Review Committee will investigate and conduct matters coming to its attention as it considers appropriate
- c) In doing so, the Review Committee may conduct meetings at a location and in a manner it deems appropriate, including face-to-face, teleconference or videoconference. It may also conduct further herd inspections and may submit requests for further information and herd records of any type.
- d) The member against whom a complaint has been made or who is subject to investigation or review must be given an opportunity by the Review Committee to make written or oral submissions in response to the complaint, investigation or review.
- e) All written communication from the Review Committee to the member will be sent by first class post and/or email.
- f) The Review Committee will report its findings and recommendations as to outcome and any proposed sanction to the Council of Management as soon as reasonably practical.
- g) The findings and recommendations of the Review Committee

The Review Committee shall report its findings to the Council of Management and may, on investigating any matter referred to it by the Council Executive Committee, make one or more of the following recommendations, or any such other recommendation as the Review Committee considers appropriate, to the Council of Management:

- i. That no further action is taken
- ii. Subjecting the member to on-farm herd inspection(s) for a defined or unlimited period of time
- iii. Imposing 7-day birth notification for a defined or unlimited period of time
- iv. Suspension from some or all Society activities for a defined or unlimited period of time
- v. The herd book animal status be changed
- vi. That the registration of an animal or animals be suspended, de-registered or withdrawn
- vii. Withdrawal of an animal from a sale or event for a defined or unlimited time period
- viii. Referral of case circumstances to appropriate statutory authorities
- ix. The payment of any fine by the member to the Society
- x. A reprimand
- xi. Full or partial payment of the costs incurred by the Society in investigating the matter (including but not limited to any legal costs or costs incurred in investigating a matter)
- xii. The payment of a sum by the member to the Society to be determined by the Review Committee, where the Review Committee determines that the member has financially benefitted from its breach of the Byelaws.
- xiii. Expulsion of the Member from the membership of the Society for a defined or unlimited period of time

- h) In making its recommendation as to next steps, the Review Committee must inform the Council of Management of any submissions made by the member concerned together with copies of any evidence submitted. It must also provide details of any dissenting view from within the Review Committee pursuant to Byelaw 16.3.
- i) In making its recommendation to the Council of Management regarding any sanction, the Review Committee may refer to a member's involvement in previous cases where misconduct has been upheld following referral to the Review Committee, and the circumstances of those cases, as well as any other investigation the member has been the subject of.

### **18.1.2 All Other Matters**

- a) At his/her discretion, the Breed Secretary may pass any complaint or information or issue arising under Byelaw 17.1.1 to 17.1.4 direct to the Review Committee.

Upon receipt of the complaint, information or issue, the Review Committee, at its discretion, shall:

- i. investigate and conduct matters coming to its attention as it considers appropriate. In doing so, it will follow the process as laid out in Byelaw 18.1.1 paragraphs (b) to (e); and
- ii. determine the complaint, information or issue.

For matters referred directly to the Review Committee pursuant to Byelaw 18.1.2(a), the Review Committee may impose any of the sanctions set out at Byelaw 18.1.1 (g)(i)–(xi).

At any stage in the process set out in this 18.1.2, the Review Committee may inform the Executive Committee at any point if it considers the circumstances to be complex or serious, or in any other way appropriate to do so. The process this will follow is laid out in Byelaw 18.1.1

- b) Members wishing to appeal the decision of the Review Committee under Byelaw 18.1.2(a) may do so by referring the matter to the Executive Committee via the Breed Secretary for consideration under the process laid out in Byelaw 18.

## **BYELAW 19 - Council's Consideration of the Review Committee Recommendations**

**19.1** The Council of Management will meet as soon as practically possible to review the findings and recommendations of the Review Committee. It will have three options available to it;

**19.1.1** to dismiss the case, with no further action required. On this basis the member being investigated will be informed in writing as soon as practically possible. Any other parties will be informed at the Breed Secretary's discretion;

**19.1.2** to refer it back to the Review Committee with questions or a request for further investigation. The Review Committee will act on this as soon as practically possible. The member being investigated and any other relevant parties will be informed at the discretion of the Review Committee; or

**19.1.3** to accept and ratify the recommendations of the Review Committee

**19.2** Decisions made by the Council of Management pursuant to Byelaw 19.1 shall be by simple majority.

**19.3** Decisions made by the Council of Management pursuant to Byelaw 19.1.1 and 19.1.3 shall be deemed 'the First Council of Management Decision'. This does not include decisions resulting from the appeal process pursuant to Byelaw 23.4.2

**19.4** Council members shall withdraw from cases and decisions made under Byelaw 19 where they are a member of the Review Committee or have or could have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the member subject to the review.

**19.5** At the Breed Secretary's discretion and as soon as practically possible, the member being investigated and any other relevant parties will be informed in writing of this decision.

## **BYELAW 20 - Notices of Findings and Penalties**

**20.1** The Breed Secretary will notify the member in writing of the outcome of the Review Process and/or any penalties imposed as soon as reasonably practicable

**20.2** The findings of and penalties imposed by the Council of Management pursuant to the Review Committee recommendations shall be final and binding on all parties in every case, except that the member against whom a determination has been made under Byelaw 19.3 may appeal to the Appeal Panel as set out in Byelaw 21. Members against whom a determination has been made pursuant to Byelaw 23.4.2 have no further right of appeal.

**20.3** The findings and penalties imposed by the Council of Management shall be notified to the Society's membership at the discretion of the Council of Management through the Society's online and printed communication platforms.

## **APPEALS**

**A summary diagram of the Appeals process can be found in Appendix F**

## **BYELAW 21 - Appeals against the First Council of Management Decision**

**21.1** Members have the right to lodge an application to appeal the First Council of Management Decision and must do this in writing (for which purpose email will be acceptable) to the Breed Secretary within 28 days of the written notice of the Council of Management's decision.

**21.2** The grounds for the appeal must be clearly stated in the application with reference to the elected grounds of appeal as set out in Byelaw 21.4 and must include all supporting information and documentation.

**21.3** Members wishing to submit an application to appeal will be required to lodge an appeals fee of £2,000 + VAT with the Society at the time of their application. This will be held by the Society until conclusion of the appeal process as laid out in Byelaw 23. If all or part of the Council's decision is upheld, the monies will be used to offset any penalty or sums ordered under Byelaw 24, with any balance fully returned to the appellant as soon as practically possible.

**21.4** Any application to appeal must be approved by the Council of Management before it is sent to the Appeal Panel for determination. The Breed Secretary shall pass the application to appeal to the Council of Management for consent to proceed. The decision of the Council of Management will follow as soon as practically possible. Consent to appeal will be granted by the Council if one or more of the following grounds can be adequately demonstrated:

**21.4.1** Error in law

**21.4.2** Material Error in fact

**21.4.3** New evidence is provided with the appeal application that could only have come available through the passing of the time between the Council's decision on the case and the lodging of an application to appeal. The production of evidence or information that would have been available at the investigative stages, but not shared and then subsequently produced at this stage will not be regarded as adequate grounds.

- a) In the event new evidence is accepted by the Council of Management, the matter will be referred directly for further review under the process prescribed in Byelaws 18.1.1(a)(ii) to 18.1.1(i) and Byelaws 19 and 20.
- b) The decision reached by the Council of Management pursuant to Byelaw 21.4.3(a) will be regarded as 'the first Council of Management Decision' pursuant to Byelaw 19.3 and therefore subject to onward appeal at the member's discretion under Byelaw 21.

**21.5** All cases that are approved for appeal will be passed to the Appeals Panel by the Breed Secretary within 21 days from the date of that approval.

**21.6** Within 14 days of notification of approval to appeal, the Review Committee may submit a Response to the Grounds of Appeal.

**21.7** The Appeal Panel shall be provided with:

**21.7.1** A copy of the original Review Committee recommendations and accompanying documents, to include any submissions made by the member;

**21.7.2** The decision of the Council of Management

**21.7.3** The grounds of appeal and any supporting documents submitted by the Appellant

**21.7.4** Any Response to the Grounds of Appeal submitted by the Review Committee, a copy of which must also be provided to the member.

**21.8** The Appeal Panel members will be established by the Breed Secretary. All appeals will be dealt with in accordance with the Appeal Procedure set out in Byelaw 23

## **BYELAW 22 - The Appeal Panel**

**22.1** The Appeal Panel of the Society is appointed by the Council of Management. Its role is to consider matters referred to it under Byelaw 21.5

**22.2** Members of the Appeal Panel will be appointed on a case-by-case basis by the Breed Secretary from a pool normally comprising at least 10 panel members. Panel members are approved bi-annually by the Council of Management, or sooner at its discretion.

**22.3** At least three panel members will normally be appointed to review each individual case and a panel chairman for each case will be nominated from within that.

**22.4** Appeal Panel members will not review cases where there is an identified conflict of interest.

**22.5** Administrative & technical support for all Appeal Panel activities is provided by Society staff as appropriate.



## **BYELAW 23 - The Appeal Process**

**23.1** The member appealing the Council's decision (the 'Appellant') will be notified of the date that the appeal application (as prescribed in Byelaw 21) has been passed to the selected Appeal Panel under Byelaw 21.5 within 3 days of that date.

**23.2** Appeals will be dealt with by way of review of the recommendations of the Review Committee and the decision of the Council of Management in light of the grounds of appeal and will be dealt with on paper without the need for a hearing or meeting in person.

**23.3** The Appeal Panel shall notify the Society and the member of its decision as soon as practicable and in any event within 14 days of receipt of the matter being referred to it by the Breed Secretary.

### **23.4 Powers of the Appeal Panel**

The Appeal Panel may:

**23.4.1** Dismiss the appeal and uphold the decision of the Council

**23.4.2** Refer the matter back to the Review Committee for re-consideration. In this instance the Appeal Panel will set out the reasons for referring the matter back to the Review Committee, any concerns, and its recommendations.

**23.5** In the event that the matter is referred back to the Review Committee, the Review Committee will reconsider the case, carry out any further investigations as recommended by the Appeal Panel and shall report its recommendations to the Council of Management as soon as practicable.

**23.6** The Council of Management will consider the recommendations of the Review Committee made under Byelaw 23.5 under the process set out in Byelaw 19 and the decision of Council shall be final.

## **BYELAW 24 - Costs of the Appeal**

The Appeal Panel may, on finding that a Review Committee decision against a member has been proved in whole or in part, apply a penalty to the member as part of its final decision in addition to upholding the sanction imposed by the Council of Management. This may include, but not be limited to the following:

**24.1** Full or partial payment of the costs incurred by the Appeal Panel and/or the Review Committee and/or the Society in investigating the matter (including but not limited to any legal costs or costs incurred in investigating a matter)

**24.2** In the event that the appeal is dismissed, the Appeal Panel may order that the appeal fee is applied against any costs incurred.

## **BYELAW 25 - Notice of Findings, Penalties and Appeals**

**25.1** The Breed Secretary will notify the Appellant and the Council of Management, in writing, of the findings of the Appeal Panel and/or any penalties imposed as soon as reasonably practicable.

**25.2** The findings of and penalties imposed by the Appeal Panel shall be final and binding on all parties, subject to those cases referred back to the Review Committee, in which case the decision of the Council of Management pursuant to Byelaw 23.6 shall be final and binding.

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## 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 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)

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## 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	200.00	40.00	240.00
<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	200.00	40.00	240.00
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
<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 (Red Ladies only)

**Stirling** - February, October

**Brecon** - May, November

## APPENDIX C – 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

‘**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).

**SNP DNA Profiling** – a method of genotyping that is the measurement (by laboratory analysis) of the genetic variations of single nucleotide polymorphisms (SNPs) between animals.

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

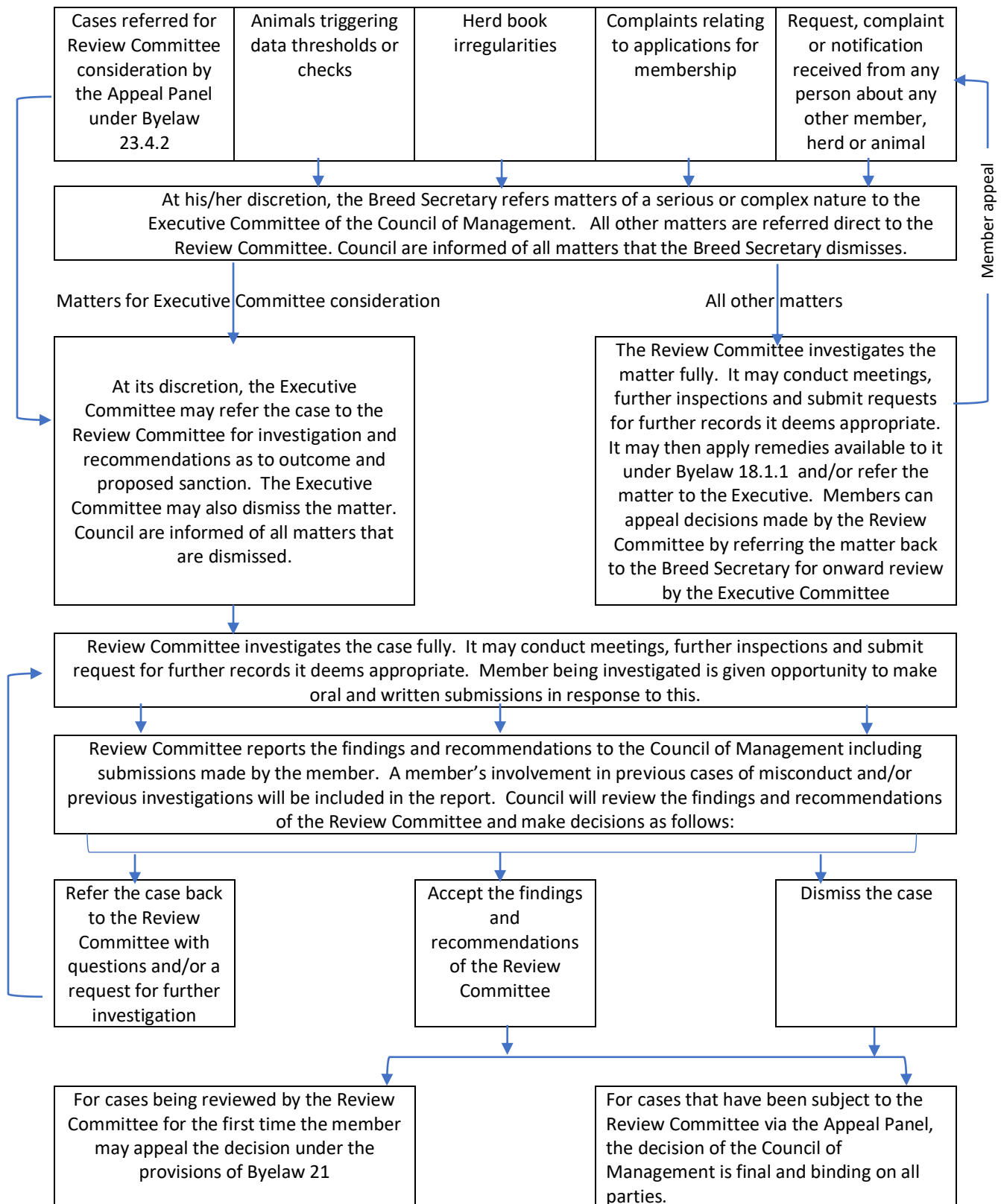
Zootechnical certificate, in accordance with Regulation (EU) 2016/2012, for trade in purebred breeding animals...of the bovine species ( <i>Bos taurus</i> , <i>Bos indicus</i> , <i>Bubalus bubalis</i> )	(a logo of the issuing breed society or competent authority may be included)
	Certificate number (blank 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 <b>7.2 Individual identification number</b> <b>7.3 Animal health identification number (blank if not applicable)</b> <b>7.4 Name (blank if not applicable)</b>	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/polled genetics: (all or some blank if not applicable)	
14. Insemination/mating (delete where not applicable) 14.1 Date (use format dd.mm.yyyy) and/or running from/to dates 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.

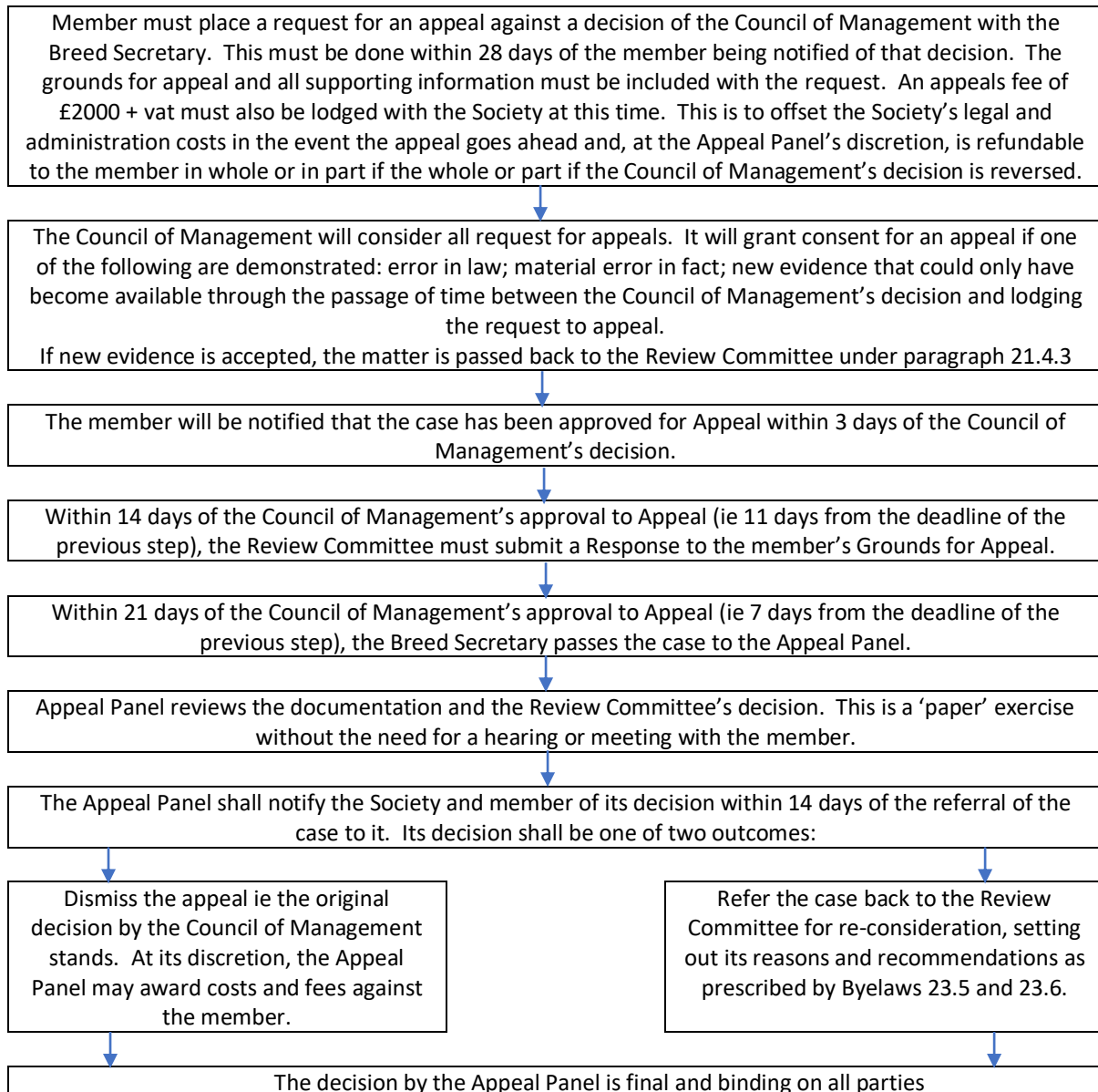
## APPENDIX E – Summary of the Review Process

The case review process of the Society can be summarised as follows. Full details of each stage are included within Byelaws 16-20. This diagram is an outline of the process only and should not be relied upon.



## APPENDIX F – Summary of the Appeal Process

The appeal process of the Society can be summarised as follows. Full detail of each stage is included within Byelaws 21-25 above. This diagram is an outline of the process only and should not be relied upon.



End