

# THE BRITISH BLUE CATTLE SOCIETY



## BY-LAWS

### VOLUME 33

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The British Blue Cattle Society  
is a Company Limited by Guarantee and  
not having a Share Capital.  
Company Number 1743500

A copy of The Articles of Association is available on  
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# THE BRITISH BLUE CATTLE SOCIETY

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# **THE BRITISH BLUE CATTLE SOCIETY**

## **Volume 32 BY-LAWS – Updated June 2014**

### **1 General**

1.1 The definition of the breed's characteristics is as follows: -

A long, large bodied beef animal, with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black, white, blue, red or any combination of colours that is acceptable to the Council.

#### **Dehorning**

1.2 Every British Blue calf born in the United Kingdom must be dehorned within 8 weeks and an undertaking to this effect is deemed to be given by the breeder on registering the calf with the Society. If the animal is found to have horns then the breeder may be liable to a fine, as laid down by Council. No animal with horns shall be eligible to be entered for a sale, held under the auspices of the Society.

#### **Tattooing**

1.3 As from the 1 January 1998 the requirement to tattoo animals will cease, on condition that the animal is double tagged as per DEFRA regulations, which came into force on 1 January 1998. If an animal does not conform to the above DEFRA regulations, a tattoo will still be required. (Minutes 3 June 98 Item 10)

#### **Policing of Animal Registrations**

1.4 Members should be aware, that the Society has in place the provision to do 'spot checks' on birth dates and documentation. The Society also has the right to check for illegal substances at shows and sales. (Minute 3 June 1998 - Item 20) with priority being given to reject animals on appeal for mobility.

#### **Official List of Judges**

1.5 The Society will produce an official list of judges for the Royal and Major Shows and Regional Shows. Additions and deletions to these lists shall be at the sole discretion of the Society. (Minute 15 February 2001 Item 12)

#### **Society Company Secretary**

1.6 'The Society Company Secretary shall not be a member of the Society or an official Judge of the Society'

#### **Queries to the Society By Laws**

1.7 Should any questions arise concerning the meaning, interpretation or application of any of these By Laws, the decision of the Council shall be final and binding.

### **2 Membership**

2.1 Membership is open to anyone interested in the British Blue breed.

Applications must be made on the prescribed forms. The Council reserves the right not to accept an application for membership of the Society. Members can be expelled from the Society for any one or more of the following reasons: -

- (i) In case of abuse of power or breach of regulations.
- (ii) Where their conduct is such that the interest of the organisation is at stake.
- (iii) For not paying any subscription or fee within three months of the due date.

2.2 The Annual Subscription will be fixed by the Council and will be payable from the 1<sup>st</sup> of January. The membership fee paid by a person joining the Society between 1 October & 31 December shall cover them for the following year.

2.3 The Executive Council, shall at all times conduct its business, in a manner that shall ensure and shall be perceived to ensure, that all members of the Society are treated on an equal basis."

2.4 The Executive Council of the Society, shall take whatever steps are necessary, from time to time, to eliminate any incidents of conflict of interest, occurring within the management of the Society, which could be seen to prejudice a member, or members interests. The upholding of the integrity of the Society and the perceived integrity of the Society, shall take president over all other issues.

2.5 Any member of the Society could be, respectively asked to leave any meeting, or part of a meeting, of the Society, whether at a ational or Regional level, that is discussing a matter, that could be considered commercially sensitive, which, in the opinion of the Chairman of that meeting, the continued presence of that member, is against the interests of the Society and its members.

2.6 A two-thirds majority vote is required at a Council meeting, in order to have a member expelled.

## **2.7 Overseas Membership**

An overseas member does not have voting rights with the British Society, cannot sell at Official Sales held under the auspices of the BBCS and is not permitted for them to record with Breedplan in the UK

Overseas members of the British Blue Cattle Society, will receive an annual Herd Year Book and newsletters, as published. They will have access to the Society website and Breedplan Internet Enquiry facility

UK VAT will not apply to the Overseas Membership Fee and payment can be made either by a Euro Cheque or a Sterling Bankers Draft, or preferably by International BACS

## **3 General Registrations**

3.1 The Herd Book and any registers supplementary thereto shall include particulars of the pedigrees of British Blue cattle, eligible to be entered therein and such other information as the Council may from time to time decide.

3.2 The Society will not accept an entry tendered for registration in the Herd Book, or any registers supplementary thereto, by a person who is not a member of the Society.

3.3 A member of the Society shall be entitled to tender for registration in the Society's Herd Book, or any registers supplementary thereto, under and subject to the conditions contained in these By Laws, entries of animals belonging to such member, either alone or jointly, with any other person or persons, whether as partnership property or otherwise.

3.4 The entry of every animal, must be tendered for registration, by the breeder of that animal, except that in the case of an imported animal, by the importer, who shall be a member of the Society. After June 1982 the importation and registration of any such animal, shall be undertaken by the British Blue Cattle Society, who will thereafter issue the necessary Pedigree Certificate.

3.5 The Pedigree Certificate and every Herd Prefix and Herd Designation Letters remains the absolute property of the Society.

3.6 Every member of the Society who shall be the joint owner with any person, who is not a member of the Society, of any animal, for the time being, registered in the Society's Herd Book, or any registers supplementary thereto, shall, within one month after any change of address of such person, for the time being registered with the Society, give notice in writing of such change of address to the Society.

3.7 In the paragraph 3.4, 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 or recipient dam of such animal, either alone or jointly, with any partner or partners, or other person or persons particulars in writing of, whose names and addresses and descriptions shall have previously been given by such member of the Society.

3.8 The Society shall be entitled, either before or after the entry of any animal in the Herd Book or any registers supplementary thereto, to make such enquiries or investigations with respect to the animal (including the inspection by any of its officers or agents of the animal or its parents or progeny or any records maintained by members) as the Council shall

consider reasonable in the interests of the members of the Society, with the object of ensuring the accuracy of the Herd Book and any registers supplementary thereto and entries therein.

3.9 The entry of any animal in the Herd Book or any registers supplementary thereto shall be in the absolute discretion of the Council

3.10 To be eligible for entry in the Herd Book or any registers supplementary thereto, an animal must be born of parents and grandparents whose entries are already registered in the Herd Book, or any registers supplementary thereto, and neither of which parents shall have its entry registered in any other or rival Herd Book, issued in or for the United Kingdom.

3.11 The fact of any animal being twin, or otherwise one of a multiple birth, shall be notified to the Society on the Pedigree Registration Form or in the 'Telereg Cattle log', stating the sex of the other twin or other calves and which shall be mentioned in the Herd Book or registers supplementary thereto against the registration entry of such animal.

3.12 The birth of every calf whose entry is desired to be registered in the Herd Book or Grading-up Register shall be notified to the Society by the breeder or his representative either by 15 days in the case of 'Telereg' requiring a BCMS link, or in the case of a paper registration, to reach the Society within 45 days from the date of birth of the calf, by his completing in respect of such calf and transmitting to the Society one of the Society's birth cards previously obtained from the Society and containing entries thereby certified by the breeder or his representative to be correct and statements as to the sex, colours, date of birth, parentage and prefix and name of calf or in the case of 'Telereg' by the system, as laid down by the Holstein Society of UK and Ireland, from time to time.

3.13 All calves shall be registered within 45 days from the date of birth. Late registrations will incur a fine as laid down by the Society.

3.14 The Society will not accept red or red and white calves for registration in the pedigree sections of the Herd Book or for Grade A to Grade D in the Grade Register.

3.15 The Society reserves the right to DNA test (or blood type) any animal registered with the Society.

3.16 The Society's Pedigree Registration Forms for paper registrations and 'Cattle log's' for 'TeleReg', will be printed in books containing such numbers of cards as the Council shall from time to time direct. The appropriate registration fee shall accompany each birth notification card, unless the member has signed a Direct Debit Mandate.

3.17 On the entry of any animal in the Herd Book or any registers supplementary thereto, the Society shall issue to the member requesting such an entry, a Pedigree Certificate in respect of such animal, in the form of a certificate set out in the Schedule hereto and such certificate shall thereafter be transmitted and delivered to the owner, for the time being of such animal, on all sales, transfers or other changes of ownership, on payment of the laid down fee.

3.18 Every member desiring to tender an animal for registration in the Herd Book or 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 along or jointly with any partner or partners or other person or persons particulars in writing of whose names, addresses and descriptions shall have previously been given by such member to the Society and to no other animals. A prefix shall consist of two approved words only and the member shall pay the appropriate fee before registration is affected in the Society's records. Except by special permission of the Council, a Prefix that has been used by a member may not be used by another member. When a herd is sold or discontinued, but not dispersed, its Prefix and Herd Designation Letters shall lapse unless the member subsequently founds another herd and desires again to use his original prefix and designation letters. When a herd is taken over by a representative of the family of the previous owner of such herd, the Council may, in its absolute discretion, grant a request for the Herd Prefix and Herd Designation Letters 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 successors or successor in business of such joint owners or of the survivors or survivor of them the Council may if in its absolute discretion it shall so determine grant a request for the Herd Prefix and Herd Designation Letters to be continued and be applicable to animals bred and tendered for registration by such survivors or survivor or successors or successor in business for so long as the Council may think fit provided always that such persons or person shall be or include at least one member of the Society and as regards every other of them shall be a person or persons particulars in writing of whose names addresses and descriptions shall have been duly given to the Society

3.19 In addition to the prefix, each animal must have a name, which shall not be altered after being registered in the Herd Book, or any registers supplementary thereto, except under such special circumstances as the Council 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 Council and shall be limited to three words in all, including the prefix, together with the use of numerals if necessary. The name of all animals born in the United Kingdom in the year commencing 1<sup>st</sup> January 1983 shall begin with the letter A. The sequence shall continue as follows: - 2009 = E, 2010 = F, 2011 = G, 2012 = H, 2013 = I, 2014 = J

3.20 It is the responsibility of every member, as the vendor, to inform the Society of the sale or transfer of any of his registered cattle and embryos, by completing and signing the 'Transfer Form', found on the reverse of the Official Pedigree Certificate, or an 'Embryo Amendment Form'. This shall then be forwarded to the Society to enable the animal or embryo to be transferred into the name of the purchaser. The vendor shall be responsible for any transfer fee as laid down by the Society. The Council may, in 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. (Minute 24<sup>th</sup> August 2006)

3.21 Where an animal is returned to a vendor within 6 months of the date of sale, for what ever reason, no transfer fee shall be charged for returning the animal to the vendors herd. (Minute 24<sup>th</sup> August 2006)

3.22 The Council reserves the right to refuse to recognise or accept any transfer and also the right to refuse to register in the Herd Book or registers supplementary thereto an entry of the progeny of a registered animal. Where any member of the Society who has been expelled from the Society or suspended from membership is, at the time of such expulsion or suspension, an owner of registered cattle, the Council may, at their discretion, allow such a member to transfer the cattle, then registered in his name in the Herd Book or any registered supplementary thereto, or to tender for registration and transfer, the progeny of such cattle after the date of expulsion or suspension as the Council may decide. The Society's fees for transferring any animal shall be laid down in 'Fact Sheet No 5' or such other fee or fees as the Council may from time to time determine and these fees shall be paid to the Society by the member who is the vendor / transferor.

3.23 The Council may refuse to accept entries for registration in the Herd Book or any registers supplementary thereto, from any member who fails to adhere to By Law 3.20.

3.24 Where the sire and dam of a calf were not in the same ownership at the time of service or insemination, a service or Insemination Certificate or Insemination Certificate number, verifying this service or insemination, 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 By Law 3.24. An approved place shall be an Artificial Insemination Centre licensed for the purpose by DEFRA or such other place as may be approved by the Council. Where calves are born as a result of inseminations with stored semen, such calves may only be tendered for notification or 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 a place which has previously been approved by the Society for the purpose.

3.25 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.

3.26 The Council may refuse to accept entries for registration in the Herd Book or any registers supplementary thereto from any member who is also a member of a Society issuing a British Blue Herd Book in opposition to or distinct from the Herd Book and any registers supplementary thereto of the Society.

3.27 The Council may, at any time, cancel the entry of any animal in the Herd Book or any registers supplementary thereto which shall be found to 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 cancellation of the entry of any animal in the Herd Book or any registers supplementary thereto, the Certificate of Registration issued by the Society shall be cancelled, and any fees paid to the Society shall be retained by the Society.

3.28 Where a calf's gestation length and or birth weight are outside the British Blue breed norm, it may prompt an on-farm Society policing visit. "The Breed Norm" being determined at the discretion of the Executive Council of the BBCS, following professional Veterinary advice.

3.29 Calf registration information. When registering a calf with the Society, all the following information is required before a pedigree certificate can be issued: -

- Name of breeder
- Name of calf
- Herd prefix
- Date of birth
- Animal's official ear tag number
- Pelvic measurement
- Name of sire and UK number + British Herd Book No
- Name of dam and UK number + British Herd Book No
- Service type
- Birth weight
- Ear No recipient
- Breed of recipient
- Age of recipient
- Embryo transplant
- Embryo registration form no
- Calving (Easy, assisted, serious difficulty, serious with vet, Caesarean –elective, or non-elective.)
- Twins
- Signature
- Date
- Colour

3.30 Changing an animal's name. It is possible for the new owner of a pedigree animal, to change its name, providing 1) The new owner makes the initial proposal for a name change, to the Society 2) There are no calves registered to that animal, in the British Herd Book 3) That the original breeder gives written approval to the Society for the name change to happen 4) The Herd Prefix is not changed 5) A fee of £100 will be charged to effect such a change 6) The new name will not conflict with any existing name within the original prefix

3.31 If a breeder sells a pedigree animal, but does not wish it to be used for pedigree breeding, the onus is on the breeder, to notify the Society to that effect, in writing. The animal record can then be marked accordingly and subsequently no animals would be eligible to be registered to, or by, that animal

## **4 Grading Up**

4.1 In connection with the Herd Book of the Society, there shall be established a Grading-up Register. The cattle entered in the Grading-up Register shall comply with the following requirements:

- (i) Birth registrations shall only be accepted from members of the Society.
- (ii) Only female cattle shall be eligible for entry into the Grading-up Register
- (iii) Before being accepted for entry into each grade all female cattle may be approved by the Inspection of the Society.
- (iv) The female cattle entered in the Grading up Register shall be divided into five Grades, namely: -

Grade E – is the heifer calf from mating a Herd Book registered bull to an approved foundation female.

Grade D – is the heifer calf from mating a Herd Book registered bull to a Grade E female.

Grade C – is the heifer calf from mating a Herd Book registered bull to a Grade D female.

Grade B – is the heifer calf from mating a Herd Book registered bull to a Grade C female.

Grade A – is the heifer calf from mating a Herd Book registered bull to a Grade B female.

- (v) A cow or heifer, to qualify for registration as a foundation animal, must be approved by the Society for that purpose.
- (vi) The birth of every heifer calf whose entry is desired to be registered in the Grading-up Register shall be notified to the Society in accordance with the requirements of By Laws 3.10 to 3.15 inclusive.
- (vii) The birth of every heifer calf which is eligible to be and is desired to be entered in the Grading-up Register shall be notified to the Society by the breeder of such calf, or his representative, under and in the same manner in all respects as hereinbefore provided by By Law 3.12 and 3.13
- (viii) The entry fee payable to the Society to register an animal on to the Grading Up Register shall be laid down in 'Fact Sheet No 5'
- (ix) The Society reserves the right to withdraw registration of grade-registered animals that do not compare or whose progeny do not conform with the Rules of the Breed.

## **5 Finance**

5.1 The Society shall issue a list of fees and charges made for services and goods provided. The Society reserves the right to change these without prior notice. Such fees and charges shall be published in the Society's current price list, which is available from the Society office.

5.2 The Society operates a direct debit method payment for its fees and services. It is a requirement that all new and reinstated members shall complete a direct debit mandate.

5.3 Any fine or fines which shall become payable by a member under these By Laws in respect of any animal shall be additional to the fees payable under this By Law and unless and except in so far as in any special case of Council shall otherwise expressly resolve and determine no entry shall be made in the Herd Book or any registers supplementary thereto in respect of any animal unless and until the fee or fees payable under this By Law and any such fine or fines as aforesaid which may have been payable in respect of such animal shall have been duly paid and discharged.

5.4 Any member who's account is in arrears after a 4 month period, shall incur an automatic 10% surcharge on the outstanding balance, in addition to having all services withdrawn: A further 2% per month being charged, until the outstanding balance is cleared.  
(Minute 15/3/03)

5.5 Where members' services have been withdrawn, for whatever reason, a re-instatement fee shall be charged by the Society, prior to reinstating services to that members account.

5.6 The Society agrees to pay the Chairman of the Society, out of pocket expenses, incurred whilst on Society business, except those, directly, incurred whilst attending a meeting of the Council of Management of the Society, up to an agreed maximum value per annum. This agreed figure being automatically index linked. (Item 9 June 15 2000)

## **6 DNA / Blood Typing**

6.1 Random DNA testing. In order to police registrations, the Society will undertake a parentage check on every 10<sup>th</sup>, or any other % proportion as shall be decided by the Society from time to time, registration recorded with the Society.

6.2 The cost of DNA testing, being borne by the member in all circumstances, the cost of the laboratory DNA parentage check being undertaken under the random testing scheme, being borne by the Society. (Minutes 31 August 2000 Item 11.)

6.3 Where a member initiates a DNA test, the full cost of taking a test sample and the cost of the laboratory DNA parentage check, as laid down in the current Society Price List, shall be borne by that member.

## **7 Health Schemes**



7.1 The Society recommends that all members seriously consider joining one of the CHeCS approved Health Schemes.

## **8 Genetic Defects**

8.1 As from 1<sup>st</sup> January 2012, all new semen sires will have to be pre-sale semen tested for genetic defects. The results being published by the Society (March 2011)

## **9 Inspection of Cattle**

### **Inspection Criteria**

9.1 The Society shall draw up an Inspection Criteria, which shall be adhered to strictly at all Society Inspections. This may change from time to time, by Council, at their discretion. A copy of this, agreed criteria, being available to members of the Society, and others, from the Society office, on request.

### **The Composition of a Society Inspection Team**

9.2 The Inspection Team at a sale held under the auspices of the Society shall comprise of the following:

- Veterinary Surgeon
- Senior Inspector
- 2<sup>nd</sup> Sale Inspector
- 1<sup>st</sup> Sale Inspector
- Apprentice or Reserve Inspector.(as applicable)

Any changes to the above team can only be made at the discretion of the Society.

### **Rotation of Inspectors**

9.3 In order to strive for uniformity in the inspection of animals at sales held, throughout the country, under the auspices of the Society, sale Inspectors shall rotate as follows: -

9.3.1 At the next sale at a particular location the Senior Inspector, at the discretion of the Society, may be asked to retire and be replaced with another Inspector from the Senior Inspector Official list; the second sale inspector retiring and being replaced by the first sale inspector. A new 1<sup>st</sup> Sale Inspector position being offered to a keen member, being a competent cattleperson with the right attitude, who wishes to develop his/her inspection experience, or to a past Senior Inspector, from another sale, who is willing to serve on the team.

9.3.2 The Society shall compile an official list of 'Chief Inspectors' and 'Society Inspectors'. These lists shall be reviewed by the Society, at its sole discretion, on an on-going basis.

9.3.3 Any changes to the above arrangement can only be made at the discretion of the Society.

9.4 The following additional guidelines have been agreed by Council, and are to be forwarded to Society Inspectors and any Regional Club organizing a sale also to Veterinary surgeons inspecting as Society sales.

#### **9.4.1 Jaws**

Bulls cutting their teeth will be allowed a degree of latitude, providing the bone structure is correct. This decision regarding jaws and teeth shall be that of the Chief Inspector.

#### **9.4.2 Mobility**

The mobility of the animal shall be acceptable for practical use and not be detrimental to the breed's reputation. Bulls with an exceptional confirmation be allowed a degree of latitude with regard to mobility, providing there is no genetic defect.

"Bulls should be able to obviously walk correctly with no genetic defects"

#### 9.5 Red Coat Colour

Animals carrying a red coat colour will be allowed to be registered as from 1 January 2010.

#### 9.6 Temperament

A vendor must not enter for sale any animal with a potentially dangerous temperament. The Society's Inspectors have the right to demand the immediate removal from the sale and the sale premises of any animal, which in their opinion demonstrates a temperament, which could be dangerous to the public. Animals must be halter trained. (Minutes 9 September 1998 Item 8)

#### 9.7 No animal shall have horns

#### 9.8 Notice to Purchaser

The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer.

#### 9.9 Reject animals

9.9.1 In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. Any stock **Rejected** by the inspectorate, for any reason whatsoever, must be **withdrawn** from the show.

9.9.2 It is the vendors responsibility that 'Lot Numbers' of all rejected Pedigree animals are to be marked in red at the time of the inspection, and this is to stay in place for the duration of the sale.

9.9.3 Such rejected animals may be returned to their original pens. If such an animal is subsequently sold privately, from the pens, the sale is to be put through the Auctioneers' books; the British Blue Cattle Society Bull and Female Breeding Warranties do not cover a rejected animal, sold through the pens.

9.9.4 Rejected animals may not be sold through the pedigree or commercial ring at a Society sale.(Minute December 2003)

9.9.5 Any commercial stock disqualified, for any reason whatsoever, must be withdrawn from the show and/or sale and removed from the market premises forthwith, if practicable, or otherwise to a lairage designated by the Society, at all times remaining the responsibility of the vendor. Disqualified commercial cattle, whilst on the market premises, must not be offered for sale, or sold, either by auction or by private treaty. (Minutes 9 Sept 1999 Item 11)

#### 9.10 Reject Codes

The following is a list of reject codes, adopted by the Society Inspectors at sales held under its auspices: -

##### R1 **Identity**

##### **Jaws**

- R2 Undershot
- R3 Overshot
- R4 Twisted
- R4.1 Other

##### R5 **Height**

##### R6 **Weight**

##### **Testicles**

- R7 Size
- R8 Conformation and consistency

### **Health**

- R9 Infectious disease
- R10 Other

### **Mobility**

- R11 Front leg left
- R12 Front leg right
- R13 Hind leg left
- R14 Hind leg right

### **Hoof**

### **Shoulders**

### **Hips**

- R18 **Poor** representative of breed

### **Temperament**

### **Halter trained**

(Minutes 15 June 2000 Item 5)

## **9.11 Appeals Procedure**

Should a member, who has an animal that has failed an inspection, wish to appeal against the Inspections Panel's decision, the following procedure is available to that member.

- a) Lodge an appeal immediately with the Society Secretary, if present, or if not with the Senior Inspector, with a deposit of £20, returnable if the appeal is successful, who will then organize an 'Appeals Committee'
- b) There is no appeal against a Veterinary decision.
- c) One or more independent arbitrators will be appointed by, either the Society Secretary, Chairman of the organizing club, or a member of Council to form the 'Appeals Committee'
- d) After arbitration the 'Appeals Committee's' decision will be final
- e) The Society also has the right to check for illegal substances at shows and sales. (Minute 3 June 1998 - Item 20) with priority being given to reject animals on appeal for mobility.

## **10. Official Judges List Protocol**

- 1. Names may only be added to the Official Society Judging Lists by the Executive Council of the Society.
- 2. The Executive Council of the Society shall consider nominations, at their summer meeting, for addition to the lists for the forthcoming year.
- 3. Nominations for consideration by the Executive Council of the Society may be received either from Regional Club Secretaries, on behalf of their Regional Club, or from any fully paid up member of the Society.
- 4. A nominee need not be a member of the Society.
- 5. A person is not eligible to nominate themselves or any close member of their family.
- 6. 6.1 "A person appointed to either the Royal & Major or Regional Society Official Judges List, shall serve for a period of a full 7 years. At the end of this period of service that person shall automatically be removed from the Judging List, but shall be eligible for re-nomination. The onus being on that person to seek re-nomination, should they so wish to do so?"
  - 6.2 The Royal & Major and Regional Official Society Judges Lists shall comprise of no more than 42 persons on each list.
  - 6.3 A re-nomination or a movement from the Regional list to the Royal and Major list, shall be considered by the Executive Council of the Society, as a new appointment, in the normal way."
- 7. The Executive of the Society shall organize courses on the skill, art and etiquette of judging cattle, as it considers necessary from time to time.
- 8. All judges nominated by the Executive Council of the Society shall sign that they agree to conform to the rules of judging etiquette as laid down by the Society
- 9. In the event of a dispute the decision of the Executive Council of the Society shall be final.

## **11 Embryos**

11.1 The Society will accept for registration, as full pedigree British Blue, calves produced by embryo transplant, provided that:

- (a) The sire and donor dam are fully registered pedigree animals in the Herdbook
- (b) At sales held under the auspices of the Society, all embryos are sold subject to the resultant calves being registerable, i.e. there must be a DNA profile on the sire and dam of each embryo
- (c) The birth registration card must be accompanied by the certificate testifying to the transfer of an embryo, signed by the veterinary surgeon and the owner of the donor dam – and the owner of the recipient if different.
- (d) All transplanted calves, their sire and donor dam must be DNA/blood typed at the owners' expense before registration.
- (e) The Society will issue embryo registration forms and embryo amendment forms in the form, as the Council shall from time to time direct.

11.2 A copy of each embryo registration form and embryo amendment form must be sent to the Society within 14 days of collection, freezing, transfer etc.

11.3 Animals or embryo's sold, for export, must be accompanied by a pedigree export certificate obtained from the Society. The Society's fee for each certificate shall be laid down by the Council.

## **12 Semen Royalty Scheme**

12.1 The Society has adopted a "Semen Royalty Scheme." Full details of the scheme are available from the Society office. (Minutes 17 June 1999 Item 12)

## **13 Importations**

13.1 "A member of the Society, importing Pedigree Cattle into the United Kingdom, which are not subsequently registered onto the British Herd Book, is not acting in a way which is in the best interests of the Society and that termination of that members membership could be considered by Council." (Minutes 25 Feb 1999 Item 16)

13.2 The Society shall accept, in all circumstances that the name stated on the reverse of an International Pedigree Certificate shall be the true importer of the animal and, should that person be a member of the Society, it shall be to that person, without exception, to whom the animal shall be registered to, in the Society Herd Book. The onus is on the importer to ensure that the information stated is correct.  
(Minute - 24<sup>th</sup> August 2006)

13.3 Pedigree cattle and their subsequent offspring, imported into the United Kingdom, can only be entered onto the British Herd Book, if the imported animal is registered within 6 months of the date recorded on the Importation Health Certificate. An imported animal may be registered after the above mentioned 6 month period, on payment of a £250 late registration fee, in addition to any importation fee laid down by the Society. (Minute 24<sup>th</sup> August 2006)

## **14 Dispersal Sales**

### **British Blue Cattle Society/Dispersal Sales Policy**

The British Blue Cattle Society will only agree to a Dispersal sale being held under its auspices, at its discretion. Such a sale must not undermine any sale organised by the Society, or one of its Regional Clubs. If such a dispersal is agreed, at a Society sale, generally this will be limited to one herd, unless the number of cattle entered at this dispersal is less than 18 head: In this circumstance, then a second or third sale may be allowed, at the discretion of the Society.

Only animals registered by the Society, to the Prefix to be dispersed, may be sold at this sale. It is expected that all animals presented for sale shall be sold. At the end of a dispersal sale, the prefix in question shall cease to be operational for all

time. This herd prefix cannot be used again and, should the member re-commence breeding, this subsequent herd will require a new prefix.

In the case of a dispersal sale, the member must sell or dispose of all cattle or embryos, which bear the members prefix of the member whose herd is being dispersed.

The responsibility of the Society at a dispersal sale, held under its auspices, will be solely to administer and undertake the inspection arrangements for all cattle entered for sale, the purpose being to enhance purchaser confidence and the subsequent sale price average. The Society will be responsible for appointing the Inspection Team and approving the inspection arrangements and facilities.

It is the responsibility of the vendor to provide the necessary facilities, to enable the inspection to be carried out satisfactorily and in a safe manner.

The inspection will be organised, in agreement with the vendor, to take place at the sale venue, either on the day of sale, or the day previous.

The inspection team shall not reject any animal, however should an animal not fulfil the Society's Inspection Criteria, its faults shall be declared to prospective purchasers in the animal's pen, prior to the start of the sale and by the auctioneer, from the rostrum, prior to the animal being sold. It will not be necessary for an animal with declared faults to have its lot number marked in red.

Faults will be declared in the following manner: -

Jaws	-A jaw fault
Height	-Below the Society Height Criteria
Weight	-Below the Society Weight Criteria
Testicles Size	-Below the Society Scrotal Circumference Criteria
Mobility	-A mobility problem

General Health and testicle size, conformation and consistency: -

A brief statement as agreed with Society's Veterinary Consultant, present at the Inspection.

Temperament – If an animal is identified with suspect temperament, then this shall be notified immediately to the vendor in writing, stating that the animal is present at the sale as the sole responsibility of the vendor and that the Society does not accept any liability for any injury or damage, to persons or property, caused by the animal in question.

In the case of a Dispersal Sale, the Society requires a Herd Health Declaration Form to be completed but does not require individual animals to be pre-sale tested for BVD or Johnes

It is expected, in the interest of safety, that animals will be halter trained; however, this is not a requirement of such a dispersal sale.

No animal can be entered into a dispersal sale if it is showing an unhealed surgical wound. At the discretion of the Society Inspecting Veterinary Surgeon, any animal not conforming to the above shall be asked to be removed from the sale. It is permissible for any animal with declared faults to be sold with a BBCS Bull & Female Breeding Warranty, providing a list of the declared fault(s) is attached to this Warranty. (Except those animals with a testicle size, conformation and consistency problem)

The insurance of any animal with declared faults shall be at the discretion of the insurer.

## **Financial Arrangements**

1. The Vendor/Auctioneer will be responsible for promotion and all other costs associated with the sale
2. The Society will take 1% of the sale price plus VAT, to cover the cost of administering and implementing the inspection and the promotion of the sale, internally by the Society. This will include: -

- Inclusion on the Society Sales list and website
- Promotion at events the Society is attending
- A label would also be adhered to mail leaving the office, where possible, promoting the sale
- \*A catalogue-download from 'Breedplan' with pedigree and EBV data, free of charge to the auctioneer.

*\*N.B (There will be a £5 charge for this service, per animal, if a sale is not held under the auspices of the Society)*

1. In addition, a transfer fee of £13.90 + VAT per animal will be charged for all animals sold at a sale held under the auspices of the Society and £20 + Vat for animals sold privately and not under the Society auspices.
2. It shall be agreed with the vendor prior to the sale, whether animals are sold with a BBCS Bull & Female Breeding Warranty. If so agreed, a charge of £5.00 + Vat will be made, per animal sold.
3. All the above should be made payable to "The British Blue Cattle Society," Fell View, Blencarn, Penrith, Cumbria CA10 1TX (2<sup>nd</sup> October 2012)

## **15 Regional Clubs of the British Blue Cattle Society**

Hereafter called the "Society"

15.1 All Regional Clubs of Society, being affiliated to the Society, must abide by all the rules, regulations and by laws of the Society. In the event of a dispute between the Club and the Society, the decision of the Executive Council of the Society shall be final.

15.2 The Objectives of a Regional Clubs of the Society shall be: -

- a) To complement and support the Society.
- b) To promote and encourage the breed development and sale of British Blue cattle in their region.
- c) To identify the needs of British Blue Breeders in their region and to respond to them and in addition, to provide a social and educational focal point for the Club membership.
- d) To encourage the development of new ideas in order to promote the merits of the breed more widely.
- e) To forward the views of British Blue Breeders, resident in their area, to the Executive Council of the Society.
- f) To encourage Agricultural Show Societies and other organisations, in their region to provide suitable classes for pedigree and commercial British Blue Cattle and to undertake to encourage adequate entries of good breeder's type cattle, for the classes so provided.
- g) To authorise and organise, in their region, **as and when required by the Society**, shows and sales of pedigree and commercial British Blue Cattle, under the rules, regulations and by laws laid down by the Society.

### **15.3 Membership**

Membership shall be open to all persons, at the discretion of the club, with an interest in the British Blue cattle, on payment of any initial joining fee and the annual membership subscriptions as laid down by the club.

### **15.4 Regional Club Constitution**

All Regional Clubs must have in place a signed constitution, approved by the Society.

### **15.5 Regional Club Accounts**

It is a requirement that any Regional Club affiliated to the Society shall produce an annual set of audited accounts which shall be available to the Society on request.

The Society, should it consider it necessary, may instruct the Society auditors to independently inspect such accounts.

### **15.6 The Winding up of a Regional Club**

- a) The dissolution of a Regional Club will only take place as a result of an Extraordinary General Meeting called, by the Club, specifically for that purpose. The resolution being passed by a 75% majority of fully paid up members, of the Club, present at the meeting.

- b) On the winding up of the Club the assets of the Club shall be passed over to the British Blue Cattle Society

## **16 Production/Reduction Sales Policy**

The British Blue Cattle Society will only agree to a production/reduction sale being held under its auspices at its discretion. Such a sale must not undermine any sale organised by the Society or one of its Regional Clubs.

The responsibility of the Society at a production/reduction sale, held under its auspices, will be solely to administer and undertake the inspection arrangements for all cattle entered for sale. The Society will be responsible for the appointing of the Inspection Team.

Financial arrangements. The vendor/auctioneer will be responsible for promotion and all other costs associated with the sale.

Cattle presented at a sale held under the auspices of the Society, which are a reduction in the members herd size, or are a disposal of surplus production, must still be inspected by the Official Society Inspectors.

No animal can be entered for sale under three months of age

### **Financial Arrangements**

The Society will take 1% of the sale price plus VAT, to cover the cost of administering and implementing the inspection and the promotion of the sale, internally by the Society. This will include: -

- Inclusion on the Society Sales list and website
- Promotion at events the Society is attending
- A label would also be adhered to mail leaving the office, where possible, promoting the sale
- \*A catalogue-download from 'Breedplan' with pedigree and EBV data, free of charge to the auctioneer.

*\*N.B (There will be a £5 charge for this service, per animal, if a sale is not held under the auspices of the Society.)*

In addition, a transfer fee, as determined by the Society will be charged for all animals sold

All animals will be sold with a British Blue Bull & Female Breeding Warranty, charged to the vendor at the current rate

## **17. Health Requirements at Sales held under Society Auspices**

1. All vendors must be a member of a CHeCS recognised Health Scheme.
2. All animals entered must: be:-
  - a) Pre-sale blood tested (or PCR culture tested if a blood test is likely to conflict with a recent Bovine TB test) for Johnes disease, within 3 months of the sale; animals testing positive cannot be entered and presented for sale. Exclusions being animals from a Risk Level One (Accredited) herd or is under one year.
  - b) Pre sale blood tested for BVD to exclude any 'P I's'; the exception being accredited herds; animals testing positive cannot be entered and presented for sale. All animals must be vaccinated against BVD.
  - c) A copy of all Vet certificates for each of the above test must available to the Society on request.
  - d) All vendors give the Society/Auctioneers the right to verify all health data supplied with the vendors Health Scheme provider.
3. The Society reserves the right to conduct random blood tests on any animal entered for sale for illicit substances. All animals on Appeal, which have been rejected for mobility, will have a blood sample taken, with the Society reserving the right to send this for analysis at its discretion. (June 12 June 2014)

## **18 British Blue Cattle Society Sales - Selected Conditions and Notes**

**Wright Marshall LLP, Chelford Agricultural Centre, Chelford**

***To be read in conjunction with such other conditions of entry or sale, warranties etc, as are printed herein (to which the attention of all vendors and prospective purchasers is drawn) and such other conditions, warranties, etc, as are***

***announced prior to or at sale time. These conditions and/or warranties include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers. Do not bid for, or purchase, any lot or lots unless you have read the conditions and agree to be bound by them.***

- 1a The show and sale will be conducted under the auspices of the British Blue Cattle Society, the decision of which Council being final and binding on all parties in the event of any dispute. Should a dispute arise, be it concerning warranties, pedigrees or such other matters as are not specifically dealt with in the conditions of sale or sale notes and information, the British Blue Cattle Society may, at its discretion, appoint an arbitrator, whose decision shall be final and binding on all parties. In the event of the auctioneers being required to furnish a report and/or award, the preparation of such report and/or award shall be the limit of their involvement in that particular dispute.
- 1b The show and sale being organised and directed by the British Blue Cattle Society, the auctioneers cannot accept any liability in respect of any claim whatsoever or howsoever arising. The descriptions are those supplied by the vendors, who alone are responsible for details and accuracy. The auctioneers will not be answerable in respect of any errors which may occur in the catalogue. Alterations and/or additions to the catalogue may be announced by the auctioneer prior to inviting bids for a particular lot or lots, or at such time as notice is received from the vendor of such alterations and/or additions, prior to the fall of the hammer, and such shall form a part of the contract of sale.

*The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased and takes delivery of is the one as described in the catalogue.*

- 2a All exhibitors of pedigree and/or grade registered cattle are fully paid-up members of the British Blue Cattle Society, and all such stock must be registered in the Herd Book issued by the Society and, as such, are eligible for transfer subject to the Society's rules and regulations. The exposure for sale of such stock is an implication by the vendor of his or her ability and willingness to transfer the animal(s) in question to the subsequent purchaser only, who shall be the one noted by the auctioneer at the time of sale. In respect of such cattle, the Society's auctioneers, on behalf of the Society, will make an appropriate deduction to cover the cost of such transfer(s), before accounting to the vendor.

*Pedigree and grade registered certificates will be distributed by the Secretary of the Society in accordance with the rules and regulations of the society.*

- 2b Whilst exhibitors of other than pedigree and/or grade registered cattle need not be members of the British Blue Cattle Society, they are strongly urged to become so, in the knowledge that their active participation should ensure a strong Society, the better able to represent the breed.

- 3a Sale entries may comprise:-

- (a) Pedigree registered (British Herd Book) British Blue males and females
- (b) Grade registered (British Herd Book) British Blue females.
- (c) Non-registered females, either with a pedigree calf at foot, or the recipient of a pedigree embryo.
- (d) All embryos are sold subject to the resultant calves being able to be registered with the Society i.e. there must be a DNA profile on the sire and dam of each embryo
- (e) Commercial steers (not bulls) and/or heifers, being at least 25% British Blue and a good representation of the cross.

*No calf, whether pedigree or crossbred, under the age of 3 months on the day of the sale, will be accepted for either show or sale.*

*It is a statutory requirement that any bull over the age of 12 months, sold through a public auction, shall have a ring in its nose, so that it can be controlled and led safely*



*Any female sold with calf or calves at foot is warranted to be the dam of that calf or calves, excepting non-registered recipients with their ET calves at foot. In respect of all females sold in-calf, at the time of sale of such females a pregnancy diagnostic certificate issued by a qualified veterinary surgeon must be made available to the purchaser. Such certificate should be dated as near as possible to the sale and certainly no sooner than one month before the sale date.*

*All pedigree, grade-registered and commercial stock must be de-horned.  
All male calves must be castrated.*

- (f) a non British Blue with it's own calf at foot, is eligible for entry, providing the calf is at least 25% Registered British Blue and is also a good example of this cross.
- (g) a cow which is at least 50% British Blue with it's own calf at foot. (Only at a member's dispersal sale.)
- 3b All cattle are accepted subject to their compliance with the rules and regulations relating to this sale and such other rules and regulations as are pertinent and laid down by the Society.
- 3c All entries of pedigree and/or registered cattle must be accompanied by the appropriate documentation, together with a VAT inclusive entry fee, as determined by the Society from time to time, which fee will be returnable upon presentation of the respective animal in the sale ring. No entry fees will be returned in respect of cattle rejected after inspection.
- 3d Entries of other than pedigree and/or grade registered cattle must be accompanied by the appropriate AI certificate or signed declaration of sire, together with, insofar as members are concerned, a VAT inclusive entry fee, as determined by the Society, returnable on the same conditions as above and, insofar as non-members are concerned, a non-returnable VAT inclusive entry fee as determined by the Society.
- 3e In addition, each lot, with the exception of those cattle entered in the crossbred section of the show and/or sale, whether shown by a member or a non-member, will be subject to the payment of a non-returnable VAT inclusive fee, as determined by the Society, which represents a contribution to the Society's advertising fund, to be used to promote sales in general.
- 3f No pedigree entry will be accepted, unless accompanied by a Herd Health Declaration Form, as decreed by the Society, from time to time.
- 4a Upon arrival in the market within the times specified by the Society, whether for show and sale, or for sale only, all cattle must be presented before the Inspectorate (which shall comprise a veterinary surgeon and/or such other persons as shall be approved and appointed by the Society) for a health inspection. No cattle may be penned in the official sale pens until having passed such inspection. Show cattle must be accompanied by the relevant documentation. All cattle inspected as per the criteria laid down by the Society.

*In addition, all cattle (whether previously inspected or not) will be inspected to ensure that they comply with Society Bye-laws 9 and 1. The latter of which states:-*

*The definition of the breed's characteristics is as follows:-*

*"A long, large bodied, beef animal with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black and white, blue and white, or blue, or white or any combination of colours that is acceptable to the Council."*

*Cattle registered with the Society will be identified by ear tattoo, except cattle born after 1st January 1998, which are not required to be tattooed provided that they are double tagged in accordance with DEFRA regulations. Any cattle with illegible tattoo marks will be held back from inspection until such time as the ears are cleaned.*

*Furthermore, all crossbred cattle, including calves at dam's foot, will be inspected to ensure that they are representative of the breed and are in good health.*

- 4b In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. By Law 9.9 applies to any reject animal.

*All cattle must be in the market by the pre-stated time, by the BBCS, in order to be presented for inspection. The Council hopes, by complying with this regulation, all cattle will have been inspected, washed and in the appropriate sale pens prior to any pre-sale inspection by prospective purchasers, thus giving a more orderly outlook to the sale.*

5 Notice to Purchasers

The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer

5a Any stock **Rejected** by the inspectorate, for any reason whatsoever, must be **withdrawn** from the show.

1. It is the responsibility of the vendor that 'Lot Numbers' of all rejected Pedigree animals are to be marked in red at the time of the inspection, and this is to stay in place for the duration of the sale. Such rejected animals may be returned to their original pens. If such an animal is subsequently sold privately, from the pens, the sale is to be put through the Auctioneers' books; the 'British Blue Cattle Society Bull and Female Breeding Warranties.' do not cover a rejected animal, sold through the pens.

6 All pedigree and grade registered cattle will be sold in guineas (multiples of 105p), and all crossbred cattle will be sold in £'s. Commission will be charged on all cattle at the rate of 6% + VAT, of which 1% + VAT is a levy due to the BBCS, with the exception of crossbred cattle, commission on which will be charged at the rate of 3% + VAT, 0.5% + VAT of which is a levy due to the BBCS.

7 Should any animal fail to reach its reserve price, or any upset price determined by the Society, or fail to sell for any other reason, then such animal will not be allowed to be re-offered for sale by auction at that particular sale.

8 No stock may be removed from the sale pens without either a receipted account or an authorised pass and, in the interests of orderly marketing, both vendors and purchasers are requested to comply with the reasonable requests of the auctioneers' staff.

9 No warranty, other than any stated above or herein, is given or implied in any respect whatsoever.

***Intending purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated intention of each vendor that any compensation should in no circumstances exceed that stated, and purchasers will be deemed to have purchased in the full knowledge of this.***

***Whilst the auctioneers will do everything possible to assist in the settlement of any dispute which may arise, it must be accepted that a sale by auction involves a contract entered into by the vendor on the one part and the purchaser on the other part and that these are the two parties which must, perforce, be involved in any settlement. The auctioneers' part as intermediaries must be seen to be of assistance only, except where they are obliged, under the conditions, to make a pronouncement.***

10. "It is a condition of sale, that where a warranty claim on a bull is upheld, that the purchaser shall agree to the Society or its agent, on behalf of the vendor, should it choose to do so, of having access to all calves that he has bred in the last 12 months, along with their dams if necessary, for the purpose of undertaking DNA parentage checks".

## ADDITIONAL NOTES

1 Crossbred cattle, including calves at dam's foot, will be inspected and are expected to be, and may be advertised as such, of "Show Potential".

2 It is compulsory that all females sold as "warranted in-calf" are pregnancy diagnosed before sale time, and whilst the date of the certificate may be within one month of the sale day, the Society strongly recommends that the inspection is carried out as close to sale day as is considered appropriate. Such certificates should be handed to the auctioneers for record purposes.

- 3 All Pedigree cattle are sold under the terms and conditions of the British Blue Cattle Society Bull and Female Breeding Warranties. (April 2012)

## IMPORTANT

At all times the BBCS reserves the right to alter in any way the order of sale in the interests of its members, at its sole discretion and without prior notification.

Revised June 2012

## 19

### General conditions of Sale

(Wright Marshall, Chelford Agricultural Centre, Chelford)

***These Conditions of Sale include terms restricting the liability of Frank R Marshall & Company. Do not bid for or sell any lot or lots unless you have read the conditions and agree to be bound by them. For sales of Horses, Machinery, Quotas and Pedigree Livestock, please also refer to the Special Conditions of Sale contained within the relevant Catalogue or entry forms.***

- 1 As regards the conduct of the sale, those conditions generally held to be consistent with the conduct of a sale by auction of the particular commodity on offer shall apply, except that any conditions are printed herewith take precedence, and, in the event of sale of livestock, also excepting that the National Conditions of Sale as approved for use in Livestock markets by the Livestock Auctioneers' Association as displayed on the auctioneers' premises, shall apply, insofar as these conditions are not superseded by these or any other conditions of sale announced as applicable.

In the event of a dispersal sale on the premises, or on such premises to which the lots are removed for convenience of sale or for the benefit of the vendor or vendors, no warranties whatsoever shall apply, excepting any that are specifically stated in the catalogue, which are not altered or withdrawn prior to sale (being the time that the hammer falls on the lot or lots in question), or such warranties as are given at the time of sale by the auctioneer acting as agent for the vendor or vendors.

The attention of prospective purchasers or bidders is drawn to the current legislation governing the conduct of sales by auction, of which they shall be deemed to have full knowledge, and in accordance with which the sale will be held.

- 2 The order of sale will be as catalogued or announced prior to or at sale time, but the auctioneers reserve the right to deviate there from by amalgamating, dividing, altering, consolidating, withdrawing or in any other way presenting the lots in any manner which they deem advisable for the vendor or vendors.
- 3 No lot or lots may be withdrawn from the sale, except that, in the case of livestock, such stock may be withdrawn, subject to adequate notice being given to the auctioneers and further subject to the production by the vendor, within no later than seven days after the date of sale, of a veterinary surgeon's certificate to the effect that the lot or lots were not in a saleable condition at the advertised time of sale, and also except, where the sale is being conducted under the auspices, rules or regulations of a club, society or whatever, then if such a third party lays down rules for the acceptance or otherwise of stock for sale, and certain lots fail to reach the applicable standards, such stock will not be admitted to the sale yard, and must be removed there from forthwith, at all times at the risk of the vendor. As all entries are accepted by the auctioneers, either for themselves or as agents for the party under whose authority the sale is being conducted, in good faith, neither they, as agents, the vendor or vendors, nor the party under whose

authority the sale is held, accept any responsibility whatsoever for the failure of any lot or lots to come under the hammer.

- 4 All bidding will be regulated by the auctioneer for the time being, and no person shall retract a bid. The auctioneer reserves unto himself the right to refuse any bid without giving a reason, to bid on behalf of a vendor and to abide by any upset (minimum) price set by, and agreed with, a third party.

The refusal of any bid shall in no way be construed as indicative of the creditworthiness or otherwise of the person attempting to bid, nor shall it be deemed to reflect upon the character of the bidder.

- 5 All lots must be taken with any fault, imperfections and/or errors of description (if any) but no lots will be allowed to be moved until full payment has been made in accordance with these conditions of sale unless alternative arrangements are made with the auctioneers prior to commencement of sale. Whilst quantities, descriptions, measurements, etcetera stated in the catalogue are believed to be correct, neither the vendor nor the auctioneers for their part accept any responsibility for any error or mistake therein, and no purchaser shall make any objection thereto, nor be entitled to any compensation in respect of such error or mistake.

The vendor does not make or give, and neither the auctioneer nor any other person either in their employ, or purported to be in their employ, have any authority to make or give any representations or warranty whatsoever in relation to any of the lots, excepting such warranties as may be stated by the auctioneer on behalf of the vendor at the time of sale of each particular lot, or such warranties as are specifically contained within the catalogue, unless such written warranties are withdrawn and/or amended prior to the sale of that particular lot. In all respects any warranties given by the auctioneer are given by him as agent on behalf of the vendor.

Notwithstanding the above, in the event of a part, or all, of the description of a lot or lots contained in a catalogue being obtained from a third party – as in the case, but not solely, of computer-held records – then such descriptions will be accepted as materially correct by each vendor, unless and until written notice is given to the auctioneers prior to sale time, making full note of any inaccuracies and detailing the correction.

- 6 All lots are the responsibility, and under the care, of the vendor, until such time as the hammer falls, when all such responsibility and care is immediately transferred to the purchaser, irrespective of whether or not full payment has been made, or part thereof, or none at all. Accordingly, the onus of insurance is upon either the vendor or the purchaser, as the case may be, and under no circumstances do the auctioneers undertake to insure any goods offered for sale and/or goods subsequently sold. At no time, other than when due care is expected of an agent, do the auctioneers accept responsibility.

In the event of a private sale, the details of which are recorded in the auctioneers' books, the sale shall be deemed to have been completed at the time that the details were recorded in the books of the auctioneers, and the lot or lots will be further deemed to have been sold in accordance with the conditions of sale unless the auctioneers are advised to the contrary by the two parties to the sale.

- 7 The highest bidder shall be the purchaser, as declared by the auctioneer. In the event of a dispute the auctioneer may, at his sole discretion, cause the lot or lots to be re-offered.

In the event of failure to comply with any of the conditions of sale or in the event of a dispute, the auctioneers reserve the right to re-offer any uncleared lots for sale, whether by private treaty or public auction, with notice, and the right is also reserved unto the vendor to charge the original purchaser with the deficiency (if any) and all other expenses incurred. In the event of any surplus, this will be retained by the original vendor, subject to the usual deductions.

In cases of resale, the auctioneers are only responsible to the vendor for the sale price, less commission and other charges, based on the first sale.

- 8 In the event of a claim by the purchaser under these or any other conditions of sale, alleging that a lot or lots is or are not in accordance with the description applicable at the time of sale, then, whilst the onus of proof is upon the purchaser, in the event of a successful claim the vendor will be responsible to the purchaser for the full reinstatement of all costs as are necessary to prove such a claim. Under no circumstances are the auctioneers obliged to refund any

charges they may have made, or be entitled to make, in respect of the original sale. Should the claim prove to be abortive, then all such costs as have been involved in alleging such a claim shall be borne by the purchaser.

- 9 Under no circumstances will the auctioneers accept any transfer of ownership from the original purchaser, who alone shall be held to be responsible for all the purchase monies, unless and until such a purchaser indicates, prior to the Auction, the identity of his principal or principals, and the auctioneers then give written consent that they are prepared to accept such bidder as Agent for the declared purchaser or purchasers. This is notwithstanding the requirement of a purchaser to disclose the identity of his principal under Condition 11, as required and requested.
- 10 The terms of sale are payment on the day by coin of the realm, certified cheque or bankers' draft as otherwise agreed. Notwithstanding that, each purchaser shall, if so required and requested, immediately after his first purchase, declare in writing his full name and address and/or disclose the full name and address of the principal, on whose behalf he is acting, and the bankers name and address and the account number on which any cheques may be drawn. The auctioneers may, at their own discretion, accept a cheque in payment of an account, but if this is not properly supported by a recognised bank cheque card, no stock or goods will be released, except as otherwise agreed, nor will full payment be recognised until such time as the auctioneers' bankers confirm that full credit has been acknowledged. The auctioneers request of buyers unknown to them the provision of, prior to sale time, suitable bankers and/or personal references, but, even so, they retain the right to insist on full payment by coin of the realm, certified cheque or bankers' draft, without giving any reason for so doing, nor implying that any person or persons is or are considered to be un-creditworthy.

After the first and subsequent purchase the auctioneers may request and require that full or part settlement of the amount involved is made, in the manner specified above.

Prospective purchasers are, therefore, respectfully requested to contact the auctioneers' office for the time being, in order to present their credentials and to deposit any advance payment, references etcetera. This could well be of assistance in the prompt settlement of accounts after completion of the sale, by which time all lots must be paid for in full.

- 11 The auctioneers' bankers are The Royal Bank of Scotland plc, 2 Canute Square, Knutsford, Cheshire WA16 6BJ. Their telephone number is Knutsford (01565) 654826. The branch sorting code is 16-22-27 and forward payment by transfer should be made to the credit of "Frank R Marshall & Company – Auction Sales Account – 11980892".
- 12 Notwithstanding any of the above, the auctioneers reserve the right to charge interest at 3% over the base rate for the time being of the Royal Bank of Scotland plc on any outstanding accounts from the day of sale until settlement.
- 13 If any damage be done to any building, structure or freehold or to any stock, chattels or the like, during the course of removal of any of the lots, such damage shall be made good by, or at the expense of, the person or persons committing such damage and/or his or their employer.

As appropriate, delivery of electrical appliances connected to the mains electricity system, or such other appliances as are connected to a mains supply, will be given the day following the sale (unless announced otherwise and/or by specific arrangement with, the auctioneers and/or the vendor), after the power supply has been disconnected. Notwithstanding this, purchasers should ascertain that all appliances have been isolated from the mains supply before attempting to remove them, and they alone remain responsible for any damage caused by failure to make adequate inquiries and/or to take suitable precautions.

In the event of any dispute as to the responsibility and/or the cost of making good, the auctioneers shall act as sole arbitrators and their decision shall be binding.

- 14 Neither the auctioneers for their part, nor the vendor, accept responsibility or liability for any accident or damage to life, limb or property which may occur prior to and during the progress of the sale or after, or at any time during the removal of the items, which rests solely with the purchaser. Any persons attending prior to, during and after the sale does so entirely at his or her own risk, deemed to be in full knowledge of the conditions of sale.
- 15 In the event of any dispute whatsoever in connection with the conduct of the sale or any conditions attached thereto, the Auctioneers reserve the right to apply, as they consider appropriate, to the Livestock Auctioneers' Association of

England and Wales or to the then President of the Royal Institution of Chartered Surveyors, for the appointment of an arbitrator or, at their sole discretion, they themselves shall act as arbitrators, in either of which events the decision of the arbitrator shall be binding upon all parties.

- 16 The auctioneers reserve unto themselves the right to deduct from, or add to, as the case may be, the accounts of vendors or purchasers, such deductions or additions as they are obliged so to do by statute, common law, custom or whatever at the rates then prevailing.

17 IMPORTANT NOTICE

- a) The property in the goods including if the goods be livestock, the slaughtered animal and any butchered meat there from) sold by Frank R Marshall & Company whether by auction or private treaty, shall remain vested in the vendor until payment in full has been made by the purchaser (or his duly authorised agent), to the said vendor's agents Frank R Marshall & Company, even if payment is not demanded and the purchaser is allowed to remove the goods from the sale premises.
- b) Until the said vendor's agents Frank R Marshall & Company have been paid in full for all the goods, the relationship of buyer and seller shall be fiduciary in respect of the said goods.
- c) Such goods are to be kept separate and apart from any other goods until payment has been made in full, as above.
- d) Default by the purchaser in making payment when due or if the purchaser commits any act of bankruptcy or if the purchaser being a company is wound up either compulsory or voluntarily or a receiver of its assets is appointed, may result in resumption of possession by the Vendor's agents, Frank R Marshall & Company. If payment for goods is overdue in whole or in part the company may (without prejudice to any of its other rights) recover the goods and may enter upon the purchaser's premises by its employees for that purpose.
- e) Until complete payment is made the purchaser shall keep the goods in his possession fully insured, in a good and marketable and readily identifiable condition, and shall not sell any of the goods which remain the property of the vendor.
- f) If the vendor has been paid for the goods by the auctioneers, then Frank R Marshall & Company reserve the right to take proceedings against the purchaser for recovery of monies in the event of non-payment.
- g) The purchaser is held bound to indemnify the vendor's agents against any loss or injury to the goods howsoever arising following on failure by the purchaser to adhere to Clause (e).
- h) In the event of the purchaser purporting to sell the goods, or any part thereof, before paying for them in full he shall be deemed to have sold them as agent for Frank R Marshall & Company.
- i) Further in the event of a sale by a purchaser of goods originally purchased from Frank R Marshall & Company prior to payment having been made to the said Frank R Marshall & Company, the purchaser shall not under any circumstances whatsoever part with the possession of these goods either in part or in total, until payment has been made in full to the first purchaser and further that in the event all monies received by the first purchaser shall be kept separate and apart from other monies of the first purchaser and in trust for the said Frank R Marshall & Company.

- 18 Frank R Marshall & Company undertakes to pay to the Vendor the proceeds of the sale, less commission, and other notified deductions, as displayed, irrespective of whether payment has been received from the Purchaser.

All monies paid to the Auctioneers therefore are held to be the property of Frank R Marshall & Company and are not held in trust for the Vendor EXCEPT in cases whereby a variation to the proceeding undertaking is notified to the Vendor in writing prior to the sale. In such cases, money paid to the Auctioneers will be held in a separate Clients Account before payment of net proceeds, after deduction of commission and other notified expenses, is made to the Vendor.

The Auctioneers however reserve the right to withhold payment for goods until paid in full where they have reasonable grounds for suspecting that a sale is not bona fide.

- 19 Not only will any bidder or purchaser at any sales be deemed to be purchasing, or to have purchase, in the full knowledge of, and agreement with, these and any other printed or announced conditions of sale, he will also be deemed to be in full knowledge of, and agreement with, such other conditions of sale as are on display during normal office hours in the Chelford and Chester Market Offices of the Auctioneers.
- 20 Entry on to Chelford and Chester Markets is only permitted by duly authorised persons having lawful business with Frank R Marshall & Company. They comprise many livestock areas, all which present potential dangers, and anyone entering these premises does so in the full knowledge of this, and at their own risk. Unaccompanied children are not permitted, nor are dogs or other pets. The foregoing may also apply to other premises on which sales are being held, and persons attending such sales are advised that this will be held to be so, unless a clear notice to the contrary is displayed.
- 21 The right is reserved to refuse admission to Chelford and Chester market premises and any used by Frank R Marshall & Company without giving a reason.
- 22 Any person bringing onto any premises used by Frank R Marshall & Company any hazardous substances must provide the relevant information for use by the Auctioneers, members of the public and all prospective purchasers. Vendors of all goods are reminded of their duty to comply with relevant Health & Safety Acts. Purchasers are reminded that any second-hand goods purchased through an Auction sale should be thoroughly checked by a competent person before use.
- 23 In order to comply with Section 47 of the VAT Act 1994, all qualifying second-hand goods will have VAT at the prevailing rate added to the purchase price, unless the correct declarations are completed and signed by the Vendor, and full name and address provided by the Purchaser.
- 24 *RICS MEMBERS' ACCOUNTS REGULATIONS 1993*

This market is not required to comply with the requirements of the Members' Accounts Regulations of The Royal Institution of Chartered Surveyors. No monies paid to this market are covered by any scheme for the protection of the clients' money operated by the Royal Institution of Chartered Surveyors. This Notice is published in accordance with the requirements of The Royal Institution of Chartered Surveyors from whom a more detailed explanation can be obtained by writing to The Standards and Practice Department, The Royal Institution of Chartered Surveyors, 12 Great George Street, Parliament Square, London SW1P 3AD.

### **1st February 2001**

#### **20 British Blue Cattle Society's Selected Conditions and Notes for the Harrison and Hetherington Sale at Borderway Mart, Carlisle**

**These conditions cover sales organised by the British Blue Cattle Society and also those organised by the Border British Blue Cattle Club under the auspices of the British Blue Cattle Society**

These conditions are to be in conjunction with such other conditions of entry or sale, warranties etc, as are printed herein (to which the attention of all vendors and prospective purchasers is drawn) and such other conditions, warranties, etc, as are announced prior to or at sale time. These conditions and/or warranties include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers. Do not bid for, or purchase, any lot or lots unless you have read the conditions and agree to be bound by them.

- 1a The show and sale will be conducted under the auspices of the British Blue Cattle Society, the decision of which Council being final and binding on all parties in the event of any dispute. Should a dispute arise, be it concerning warranties, pedigrees or such other matters as are not specifically dealt with in the conditions of sale or sale notes and information, the British Blue Cattle Society may, at its discretion, appoint an arbitrator, whose decision shall be final and binding on all parties. In the event of the auctioneers being required to furnish a report and/or award, the preparation of such report and/or award shall be the limit of their involvement in that particular dispute.

- 1b The show and sale being organised and directed by the British Blue Cattle Society, the auctioneers cannot accept any liability in respect of any claim whatsoever or howsoever arising. The descriptions are those supplied by the vendors, who alone are responsible for details and accuracy. The auctioneers will not be answerable in respect of any errors, which may occur in the catalogue. Alterations and/or additions to the catalogue may be announced by the auctioneer prior to inviting bids for a particular lot or lots, or at such time as notice is received from the vendor of such alterations and/or additions, prior to the fall of the hammer, and such shall form a part of the contract of sale.

**The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased and takes delivery of is the one as described in the catalogue.**

- 2a All exhibitors of pedigree and/or grade registered cattle are fully paid-up members of the British Blue Cattle Society, and all such stock must be registered in the Herd Book issued by the Society and, as such, are eligible for transfer subject to the Society's rules and regulations. The exposure for sale of such stock is an implication by the vendor of his or her ability and willingness to transfer the animal(s) in question to the subsequent purchaser only, who shall be the one noted by the auctioneer at the time of sale. In respect of such cattle, the Society's auctioneers, on behalf of the Society, will make an appropriate deduction to cover the cost of such transfer(s), before accounting to the vendor.

**Pedigree and grade registered certificates will be distributed by the Secretary of the Society in accordance with the rules and regulations of the Society.**

- 2b Whilst exhibitors of other than pedigree and/or grade registered cattle need not be members of the British Blue Cattle Society, they are strongly urged to become so, in the knowledge that their active participation should ensure a strong Society, the better able to represent the breed.

- 3a Sale entries may comprise:-

- (a) Pedigree registered (British Herd Book) British Blue males and females
- (b) Grade registered (British Herd Book) British Blue females
- (c) Non-registered females, either with a pedigree calf at foot, or the recipient of a pedigree embryo
- (d) All embryos are sold subject to the resultant calves being able to be registered with the Society i.e. there must be a DNA profile on the sire and dam of each embryo
- (e) Commercial steers (not bulls) and/or heifers, being at least first cross from a pedigree animal registered in the British Herd Book.

**No calf, whether pedigree or crossbred, under the age of 3 months on the day of the sale, will be accepted for either show or sale.**

**It is a statutory requirement that any bull over the age of 12 months, sold through a public auction, shall have a ring in its nose, by which it can be controlled and led safely**

**Any female sold with calf or calves at foot is warranted to be the dam of that calf or calves, excepting non-registered recipients with their ET calves at foot. In respect of all females sold in-calf, at the time of sale of such females a pregnancy diagnostic certificate issued by a qualified veterinary surgeon must be made available to the purchaser. Such certificate should be dated as near as possible to the sale and certainly no sooner than one month before the sale date.**

**No pedigree, grade-registered and commercial stock shall have horns.  
All male calves must be castrated.**



- (f) A non British Blue with it's own calf at foot, is eligible for entry, providing the calf is at least 50% Registered British Blue and is also a good example of this cross.
- (g) A cow which is at least 50% British Blue with it's own calf at foot. (Only at a member's dispersal sale)
- 3b All cattle are accepted subject to their compliance with the rules and regulations relating to this sale and such other rules and regulations as are pertinent and laid down by the Society.
- 3c All entries of pedigree and/or registered cattle must be accompanied by the appropriate documentation, together with a non-returnable entry fee, as determined by the Society from time to time. No entry fees will be returned in respect of cattle rejected after inspection.
- 3d No pedigree entry will be accepted, unless accompanied by a Herd Health Declaration Form, as decreed by the Society, from time to time.
- 3e Entries of other than pedigree and/or grade registered cattle, if applicable, must be accompanied by the appropriate AI certificate or signed declaration of sire, together with, insofar as members are concerned, entry fee as determined by the Society from time to time.
- 3f In addition, each lot, with the exception of those cattle entered in a crossbred section of the show and/or sale, if applicable, whether shown by a member or a non-member, will be subject to the payment of a non-returnable fee, determined by the Society, plus vat at the current rate, which represents a contribution to the Society's/Clubs advertising fund, to be used to promote sales in general.
- 4a Upon arrival in the market within the times specified by the Society, whether for show and sale, or for sale only, all cattle must be presented before the Inspectorate (which shall comprise a veterinary surgeon and/or such other persons as shall be approved and appointed by the Society) for a health inspection. No cattle may be penned in the official sale pens until having passed such inspection. Show cattle must be accompanied by the relevant documentation. All cattle inspected as per the criteria laid down by the Society.

**In addition, all cattle (whether previously inspected or not) will be inspected to ensure that they comply with Society Bye-law No. 7 and 1 which states: -**

**The definition of the breed's characteristics is as follows: -**

**"A long, large bodied beef animal with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black and white, blue and white, or blue, or white or any combination of colours that is acceptable to the Council."**

**Cattle registered with the Society will be identified by ear tattoo, except cattle born after 1st January 1998, which are not required to be tattooed provided that they are double tagged in accordance with DEFRA regulations. Any cattle with illegible tattoo marks will be held back from inspection until such time as the ears are cleaned.**

**Furthermore, all crossbred cattle, including calves at dam's foot, will be inspected to ensure that they are representative of the breed and are in good health.**

- 4b **In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. By Law 9.9 applies to any reject animal. Any stock rejected by the inspectorate for any reason whatsoever, must be withdrawn from the show. The lot numbers of rejected animals are to be marked in red at the time of inspection, these animals may be returned to their original pens. If such an animal is sold privately, from the pens, the sale is to be put through the auctioneers books. Such reject animals are not covered by warranty. Reject animals may not be sold through the pedigree or commercial ring at a Society sale.**

**All cattle must be in the market by the pre-stated time, by the BBCS, in order to be presented for inspection. The Council hopes, by complying with this regulation, all cattle will have been inspected, washed and in the appropriate sale pens prior to any pre-sale inspection by prospective purchasers, thus giving a more orderly outlook to the sale.**

**5 Notice to Purchaser**

The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer.

- 6 All pedigree and grade registered cattle will be sold in guineas (multiples of 105p), and all crossbred cattle will be sold in £'s. Commission will be charged on all cattle at the rate of 6% + VAT, of which 1% + VAT is a levy due to the BBCS, with the exception of crossbred cattle, commission on which will be charged at the rate of 3% + VAT, 0.5% + VAT of which is a levy due to the BBCS; in the case of a Club Sale, held under the auspices of the Society, the commission being divided equally, or as agreed from time to time, between the British Blue Society and the affiliated Border British Blue Cattle Club.
- 7 Should any animal fail to reach its reserve price, or any upset price determined by the Society, or fail to sell for any other reason, such animal will then, not be allowed to be re-offered for sale by auction at that particular sale.
- 8 No stock may be removed from the sale pens without either a receipted account or an authorised pass and, in the interests of orderly marketing, both vendors and purchasers are requested to comply with the reasonable requests of the auctioneers' staff.
- 9 No warranty, other than any stated above or herein, is given or implied in any respect whatsoever.

**Intending purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated intention of each vendor that any compensation should in no circumstances exceed that stated, and purchasers will be deemed to have purchased in the full knowledge of this.**

**Whilst the auctioneers will do everything possible to assist in the settlement of any dispute which may arise, it must be accepted that a sale by auction involves a contract entered into by the vendor on the one part and the purchaser on the other part and that these are the two parties which must, perforce, be involved in any settlement. The auctioneers' part as intermediaries must be seen to be of assistance only, except where they are obliged, under the conditions, to make a pronouncement.**

10. "It is a condition of sale, that where a warranty claim on a bull is upheld, that the purchaser shall agree to the Society or its agent, on behalf of the vendor, should it choose to do so, of having access to all calves that he has bred in the last 12 months, along with their dams if necessary, for the purpose of undertaking DNA parentage checks".

**ADDITIONAL NOTES**

- 1) Crossbred cattle, including calves at dam's foot, will be inspected and are expected to be, and may be advertised as such, of "Show Potential".
- 2) It is compulsory that all females sold as "warranted in-calf" are pregnancy diagnosed before sale time, and whilst the date of the certificate may be within one month of the sale day, the Society strongly recommends that the inspection is carried out as close to sale day as is considered appropriate. Such certificates should be handed to the auctioneers for record purposes.
- 3) All Pedigree cattle are sold under the terms and conditions of the British Blue Cattle Society Bull and Female Breeding Warranties.

**IMPORTANT**

At all times the BBCS reserves the right to alter in any way the order of sale in the interests of its members, at its sole discretion and without prior notification. (*September 2011*)

**21 British Blue Cattle Society**

**Selected Conditions and Notes for the Pedigree Sales Arena, Moira**

## **An Export Sale organised by the Northern Ireland British Blue Club under the auspices of the British Blue Cattle Society**

To be read in conjunction with such other conditions of entry or sale, warranties etc, as are printed herein (to which the attention of all vendors and prospective purchasers is drawn) and such other conditions, warranties, etc, as are announced prior to or at sale time. These conditions and/or warranties include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers. Do not bid for, or purchase, any lot or lots unless you have read the conditions and agree to be bound by them.

- 1a The show and sale will be conducted under the auspices and rules of the British Blue Cattle Society, the decision of which Council being final and binding on all parties in the event of any dispute. Should a dispute arise, be it concerning warranties, pedigrees or such other matters as are not specifically dealt with in the conditions of sale or sale notes and information, the British Blue Cattle Society may, at its discretion, appoint an arbitrator, whose decision shall be final and binding on all parties. In the event of the auctioneers being required to furnish a report and/or award, the preparation of such report and/or award shall be the limit of their involvement in that particular dispute.
- 1b The show and sale being organised and directed by the British Blue Cattle Society, the auctioneers cannot accept any liability in respect of any claim whatsoever or howsoever arising. The descriptions are those supplied by the vendors, who alone are responsible for details and accuracy. The auctioneers will not be answerable in respect of any errors which may occur in the catalogue. Alterations and/or additions to the catalogue may be announced by the auctioneer prior to inviting bids for a particular lot or lots, or at such time as notice is received from the vendor of such alterations and/or additions, prior to the fall of the hammer, and such shall form a part of the contract of sale.

*The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased and takes delivery of is the one as described in the catalogue.*

- 2a All exhibitors of pedigree and/or grade registered cattle are fully paid-up members of the British Blue Cattle Society, and all such stock must be registered in the Herd Book issued by the Society and, as such, are eligible for transfer subject to the Society's rules and regulations. The exposure for sale of such stock is an implication by the vendor of his or her ability and willingness to transfer the animal(s) in question to the subsequent purchaser only, who shall be the one noted by the auctioneer at the time of sale. In respect of such cattle, the Society's auctioneers, on behalf of the Society, will make an appropriate deduction to cover the cost of such transfer(s), before accounting to the vendor.

Pedigree and grade registered certificates will be distributed by the Secretary of the Society in accordance with the rules and regulations of the Society.

- 2b Whilst exhibitors of other than pedigree and/or grade registered cattle need not be members of the British Blue Cattle Society, they are strongly urged to become so, in the knowledge that their active participation should ensure a strong Society, the better able to represent the breed.
- 3a Sale entries may comprise:-
  - (a) Pedigree registered (British Herd Book) British Blue males and females.
  - (b) Grade registered (British Herd Book) British Blue females.
  - (c) Non-registered females, either with a pedigree calf at foot, or the recipient of a pedigree embryo
  - (d) All embryos are sold subject to the resultant calves being able to be registered with the Society i.e. there must be a DNA profile on the sire and dam of each embryo
  - (e) No animals entered shall have horns.

1. No calf, whether pedigree or crossbred, under the age of 3 months on the day of the sale, will be accepted for either show or sale.
  2. No pedigree entry will be accepted, unless accompanied by a Herd Health Declaration Form, as decreed by the Society, from time to time. (1<sup>st</sup> January 2009)
  3. It is a statutory requirement that any bull over the age of 12 months, sold through a public auction, shall have a ring in its nose, by which it can be controlled and led safely
  4. All cattle are accepted subject to their compliance with the rules and regulations relating to this sale and such other rules and regulations as are pertinent and laid down by the Society.
- 3b All entries of pedigree and/or registered cattle must be accompanied by the appropriate documentation, together with a non-returnable entry fee, as determined by the Society. No entry fees will be returned in respect of cattle rejected after inspection.
- 3c Entries of other than pedigree and/or grade registered cattle, if applicable, must be accompanied by the appropriate AI certificate or signed declaration of sire, together with, insofar as members are concerned.
- 3d In addition, each lot, with the exception of those cattle entered in a crossbred section of the show and/or sale, if applicable, whether shown by a member or a non-member, will be subject to the payment of a non-returnable fee, as determined by the Society, which represents a contribution to the Society's/Clubs advertising fund, to be used to promote sales in general.
- 4a Upon arrival in the market within the times specified by the Society, whether for show and sale, or for sale only, all cattle must be presented before the Inspectorate (which shall comprise a veterinary surgeon and/or such other persons as shall be approved and appointed by the Society) for a health inspection. No cattle may be penned in the official sale pens until having passed such inspection. Show cattle must be accompanied by the relevant documentation. All cattle inspected as per the criteria laid down by the Society.

*In addition, all cattle (whether previously inspected or not) will be inspected to ensure that they comply with Society Bye-law No. 9 and 1, the latter which states:-*

*The definition of the breed's characteristics is as follows:-*

*"A long, large bodied beef animal with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black and white, blue and white, or blue, or white or any combination of colours that is acceptable to the Council."*

*Cattle registered with the Society will be identified by ear tattoo, except cattle born after 1st January 1998, which are not required to be tattooed provided that they are double tagged in accordance with DEFRA regulations. Any cattle with illegible tattoo marks will be held back from inspection until such time as the ears are cleaned.*

*Furthermore, all crossbred cattle, including calves at dam's foot, will be inspected to ensure that they are representative of the breed and are in good health.*

- 4b The Inspection shall be carried out as per the Society By-Law No. 9. In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. By Law 9.9 applies to any reject animal.

***Any commercial stock disqualified, for any reason whatsoever, must be withdrawn from the show and/or sale and removed from the market premises forthwith, if practicable, or otherwise to a lairage designated by the Society, at all times remaining the responsibility of the vendor. Disqualified commercial cattle, whilst on the market premises, must not be offered for sale, or sold, either by auction or by private treaty.***

*In the event of a dispute the decision of the inspectorate will be final and binding upon all parties.*

All cattle must be in the market by the time specified by the Society or the Northern Ireland British Blue Club, on the day of the show, unloaded under the supervision of the BBCS, in order to be presented for inspection at the start of

the stated time. Council hopes, by complying with this regulation, all cattle will have been inspected, washed and in the appropriate sale pens prior to any pre-sale inspection by prospective purchasers, thus giving a more orderly outlook to the sale.

- 5 All pedigree and grade registered cattle will be sold in guineas (multiples of 105p), and all crossbred cattle will be sold in £'s. Commission will be charged on pedigree cattle at the rate of 5% + Vat, of which 2% + Vat is a levy due to the Northern Ireland Blue Cattle Club, with the exception of commercial cattle, commission on which will be charged at the rate of 2.5% + VAT, 1% + VAT of which is a levy due to the affiliated Northern Ireland Blue Cattle Club.
- 6 No stock may be removed from the sale pens without either a receipted account or an authorised pass and, in the interests of orderly marketing, both vendors and purchasers are requested to comply with the reasonable requests of the auctioneers' staff.
- 7 No warranty, other than any stated above or herein, is given or implied in any respect whatsoever.

***Intending purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated intention of each vendor that any compensation should in no circumstances exceed that stated, and purchasers will be deemed to have purchased in the full knowledge of this.***

***Whilst the auctioneers will do everything possible to assist in the settlement of any dispute which may arise, it must be accepted that a sale by auction involves a contract entered into by the vendor on the one part and the purchaser on the other part and that these are the two parties which must, perforce, be involved in any settlement. The auctioneers' part as intermediaries must be seen to be of assistance only, except where they are obliged, under the conditions, to make a pronouncement.***

8. "It is a condition of sale, that where a warranty claim on a bull is upheld, that the purchaser shall agree to the Society or its agent, on behalf of the vendor, should it choose to do so, of having access to all calves that he has bred in the last 12 months, along with their dams if necessary, for the purpose of undertaking DNA parentage checks".
9. Notice to Purchasers  
The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer

#### **ADDITIONAL NOTES.**

1. It is compulsory that all females sold as "warranted in-calf" are pregnancy diagnosed before sale time, and whilst the date of the certificate may be within one month of the sale day, the Society strongly recommends that the inspection is carried out as close to sale day as is considered appropriate. Such certificates should be handed to the auctioneers for record purposes.
2. All Pedigree cattle are sold under the terms and conditions of the British Blue Cattle Society Bull and Female Breeding Warranties.

#### **IMPORTANT**

At all times the BBCS reserves the right to alter in any way the order of sale in the interests of its members, at its sole discretion and without prior notification. September 2011

- 22 **British Blue Cattle Society's Selected Conditions and Notes for sales held by United Auctions, Stirling Agricultural Centre, Stirling**  
**These conditions cover sales organised by and sold under the auspices of The British Blue Cattle Society**

These conditions are to be in conjunction with such other conditions of entry or sale, warranties etc, as are printed herein (to which the attention of all vendors and prospective purchasers is drawn) and such other conditions, warranties, etc, as are announced prior to or at sale time. These conditions and/or warranties include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers. Do not bid for, or purchase, any lot or lots unless you have read the conditions and agree to be bound by them.

- 1a The show and sale will be conducted under the auspices of the British Blue Cattle Society, the decision of which Council being final and binding on all parties in the event of any dispute. Should a dispute arise, be it concerning warranties, pedigrees or such other matters as are not specifically dealt with in the conditions of sale or sale notes and information, the British Blue Cattle Society may, at its discretion, appoint an arbitrator, whose decision shall be final and binding on all parties. In the event of the auctioneers being required to furnish a report and/or award, the preparation of such report and/or award shall be the limit of their involvement in that particular dispute.
- 1b The show and sale being organised and directed by the British Blue Cattle Society, the auctioneers cannot accept any liability in respect of any claim whatsoever or howsoever arising. The descriptions are those supplied by the vendors, who alone are responsible for details and accuracy. The auctioneers will not be answerable in respect of any errors, which may occur in the catalogue. Alterations and/or additions to the catalogue may be announced by the auctioneer prior to inviting bids for a particular lot or lots, or at such time as notice is received from the vendor of such alterations and/or additions, prior to the fall of the hammer, and such shall form a part of the contract of sale.

**The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased and takes delivery of is the one as described in the catalogue.**

- 2a All exhibitors of pedigree and/or grade registered cattle are fully paid-up members of the British Blue Cattle Society, and all such stock must be registered in the Herd Book issued by the Society and, as such, are eligible for transfer subject to the Society's rules and regulations. The exposure for sale of such stock is an implication by the vendor of his or her ability and willingness to transfer the animal(s) in question to the subsequent purchaser only, who shall be the one noted by the auctioneer at the time of sale. In respect of such cattle, the Society's auctioneers, on behalf of the Society, will make an appropriate deduction to cover the cost of such transfer(s), before accounting to the vendor.

**Pedigree and grade registered certificates will be distributed by the Secretary of the Society in accordance with the rules and regulations of the Society.**

- 2b Whilst exhibitors of other than pedigree and/or grade registered cattle need not be members of the British Blue Cattle Society, they are strongly urged to become so, in the knowledge that their active participation should ensure a strong Society, the better able to represent the breed.
- 3a Sale entries may comprise:-
  - (a) Pedigree registered (British Herd Book) British Blue males and females
  - (b) Grade registered (British Herd Book) British Blue females
  - (c) Non-registered females, either with a pedigree calf at foot, or the recipient of a pedigree embryo
  - (d) All embryos are sold subject to the resultant calves being able to be registered with the Society i.e. there must be a DNA profile on the sire and dam of each embryo
  - (e) Commercial steers (not bulls) and/or heifers, being at least first cross from a pedigree animal registered in the British Herd Book.

**No calf, whether pedigree or crossbred, under the age of 3 months on the day of the sale, will be accepted for either show or sale.**

**It is a statutory requirement that any bull over the age of 12 months, sold through a public auction, shall have a ring in its nose, by which it can be controlled and led safely**

**Any female sold with calf or calves at foot is warranted to be the dam of that calf or calves, excepting non-registered recipients with their ET calves at foot. In respect of all females sold in-calf, at the time of sale of such females a pregnancy diagnostic certificate issued by a qualified veterinary surgeon must be made available to the purchaser. Such certificate should be dated as near as possible to the sale and certainly no sooner than one month before the sale date.**

**No pedigree, grade-registered and commercial stock shall have horns and all male calves must be castrated**

- (f) A non British Blue with its own calf at foot, is eligible for entry, providing the calf is at least 25% Registered British Blue and is also a good example of this cross.
- (g) A cow which is at least 50% British Blue with its own calf at foot (*Only at a members dispersal sale*)
- 3b All cattle are accepted subject to their compliance with the rules and regulations relating to this sale and such other rules and regulations as are pertinent and laid down by the Society.
- 3c All entries of pedigree and/or registered cattle must be accompanied by the appropriate documentation, together with a non-returnable entry fee, as determined by the Society from time to time. No entry fees will be returned in respect of cattle rejected after inspection.
- 3d No pedigree entry will be accepted, unless accompanied by a Herd Health Declaration Form, as decreed by the Society, from time to time.
- 3e Entries of other than pedigree and/or grade registered cattle, if applicable, must be accompanied by the appropriate AI certificate or signed declaration of sire, together with, insofar as members are concerned, entry fee as determined by the Society from time to time.
- 3f In addition, each lot, with the exception of those cattle entered in a crossbred section of the show and/or sale, if applicable, whether shown by a member or a non-member, will be subject to the payment of a non-returnable fee, determined by the Society, plus vat at the current rate, which represents a contribution to the Society's/Clubs advertising fund, to be used to promote sales in general.
- 4a Upon arrival in the market within the times specified by the Society, whether for show and sale, or for sale only, all cattle must be presented before the Inspectorate (which shall comprise a veterinary surgeon and/or such other persons as shall be approved and appointed by the Society) for a health inspection. No cattle may be penned in the official sale pens until having passed such inspection. Show cattle must be accompanied by the relevant documentation. All cattle inspected as per the criteria laid down by the Society.

**In addition, all cattle (whether previously inspected or not) will be inspected to ensure that they comply with Society Bye-law No. 1 which states: -**

**The definition of the breed's characteristics is as follows: -**

**"A long, large bodied, beef animal with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black and white, blue and white, or blue, or white or any combination of colours that is acceptable to the Council."**

**Cattle registered with the Society will be identified by ear tattoo, except cattle born after 1st January 1998, which are not required to be tattooed provided that they are double tagged in accordance with DEFRA regulations. Any cattle with illegible tattoo marks will be held back from inspection until such time as the ears are cleaned.**

**Furthermore, all crossbred cattle, including calves at dam's foot, will be inspected to ensure that they are representative of the breed and are in good health.**

- 4b **In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. By Law 9.9 applies to any reject animal. Any stock rejected by the inspectorate for any reason whatsoever, must be withdrawn from the show. The lot numbers of rejected animals are to be marked in red at the time of inspection, these animals may be returned to their original pens. If such an animal is sold privately, from the pens, the sale is to be put through the auctioneers books. Such reject animals are not covered by warranty. Reject animals may not be sold through the pedigree or commercial ring at a Society sale.**

**All cattle must be in the market by the pre-stated time, by the BBCS, in order to be presented for inspection. The Council hopes, by complying with this regulation, all cattle will have been inspected, washed and in the appropriate sale pens prior to any pre-sale inspection by prospective purchasers, thus giving a more orderly outlook to the sale.**

**5 Notice to Purchasers**

The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer.

- 6 All pedigree and grade registered cattle will be sold in guineas (multiples of 105p), and all crossbred cattle will be sold in £'s. Commission will be charged on all pedigree cattle at the rate of 6% on the guinea + VAT, of which 1% on the guinea + VAT is a levy due to the BBCS and 5% auctioneer's commission. With crossbred cattle, an auctioneer's commission will be charged at the rate of 3.75% + VAT. In addition, 10% of the auctioneer's commission is also paid to the Society.
- 7 Should any animal fail to reach its reserve price, or any upset price determined by the Society, or fail to sell for any other reason, such animal will then, not be allowed to be re-offered for sale by auction at that particular sale.
- 8 No stock may be removed from the sale pens without either a receipted account or an authorised pass and, in the interests of orderly marketing, both vendors and purchasers are requested to comply with the reasonable requests of the auctioneers' staff.
- 9 No warranty, other than any stated above or herein, is given or implied in any respect whatsoever.

**Intending purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated intention of each vendor that any compensation should in no circumstances exceed that stated, and purchasers will be deemed to have purchased in the full knowledge of this.**

**Whilst the auctioneers will do everything possible to assist in the settlement of any dispute which may arise, it must be accepted that a sale by auction involves a contract entered into by the vendor on the one part and the purchaser on the other part and that these are the two parties which must, perforce, be involved in any settlement. The auctioneers' part as intermediaries must be seen to be of assistance only, except where they are obliged, under the conditions, to make a pronouncement.**

10. "It is a condition of sale, that where a warranty claim on a bull is upheld, that the purchaser shall agree to the Society or its agent, on behalf of the vendor, should it choose to do so, of having access to all calves that he has bred in the last 12 months, along with their dams if necessary, for the purpose of undertaking DNA parentage checks".

**ADDITIONAL NOTES**

1. Crossbred cattle, including calves at dam's foot, will be inspected and are expected to be, and may be advertised as such, of "Show Potential".
2. It is compulsory that all females sold as "warranted in-calf" are pregnancy diagnosed before sale time, and whilst the date of the certificate may be within one month of the sale day, the Society strongly recommends that the inspection is carried out as close to sale day as is considered appropriate. Such certificates should be handed to the auctioneers for record purposes.



3. All Pedigree cattle are sold under the terms and conditions of the British Blue Cattle Society Bull and Female Breeding Warranties.

#### **IMPORTANT**

At all times the BBCS reserves the right to alter in any way the order of sale in the interests of its members, at its sole discretion and without prior notification. (November 2011)

#### **23 British Blue Cattle Society Selected Conditions and Notes for the Ballymena Livestock Market**

These Conditions and Notes are to be read in conjunction with such other conditions of entry or sale, warranties etc, as are printed herein (to which the attention of all vendors and prospective purchasers is drawn) and such other conditions, warranties, etc, as are announced prior to or at sale time. These conditions and/or warranties include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers. Do not bid for, or purchase, any lot or lots unless you have read the conditions and agree to be bound by them.

- 1a The show and sale will be conducted under the auspices and rules of the British Blue Cattle Society, the decision of which Council being final and binding on all parties in the event of any dispute. Should a dispute arise, be it concerning warranties, pedigrees or such other matters as are not specifically dealt with in the conditions of sale or sale notes and information, the British Blue Cattle Society may, at its discretion, appoint an arbitrator, whose decision shall be final and binding on all parties. In the event of the auctioneers being required to furnish a report and/or award, the preparation of such report and/or award shall be the limit of their involvement in that particular dispute.
- 1b The show and sale being organised and directed by the British Blue Cattle Society, the auctioneers cannot accept any liability in respect of any claim whatsoever or howsoever arising. The descriptions are those supplied by the vendors, who alone are responsible for details and accuracy. The auctioneers will not be answerable in respect of any errors which may occur in the catalogue. Alterations and/or additions to the catalogue may be announced by the auctioneer prior to inviting bids for a particular lot or lots, or at such time as notice is received from the vendor of such alterations and/or additions, prior to the fall of the hammer, and such shall form a part of the contract of sale.

*The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased and takes delivery of is the one as described in the catalogue.*

- 2a All exhibitors of pedigree and/or grade registered cattle are fully paid-up members of the British Blue Cattle Society, and all such stock must be registered in the Herd Book issued by the Society and, as such, are eligible for transfer subject to the Society's rules and regulations. The exposure for sale of such stock is an implication by the vendor of his or her ability and willingness to transfer the animal(s) in question to the subsequent purchaser only, who shall be the one noted by the auctioneer at the time of sale. In respect of such cattle, the Society's auctioneers, on behalf of the Society, will make an appropriate deduction to cover the cost of such transfer(s), before accounting to the vendor.

Pedigree and grade registered certificates will be distributed by the Secretary of the Society in accordance with the rules and regulations of the Society.

- 2b Whilst exhibitors of other than pedigree and/or grade registered cattle need not be members of the British Blue Cattle Society, they are strongly urged to become so, in the knowledge that their active participation should ensure a strong Society, the better able to represent the breed.
- 3a Sale entries may comprise:-
- (f) Pedigree registered (British Herd Book) British Blue males and females.
  - (g) Grade registered (British Herd Book) British Blue females.

- (h) Non-registered females, either with a pedigree calf at foot, or the recipient of a pedigree embryo
- (i) All embryos are sold subject to the resultant calves being able to be registered with the Society i.e. there must be a DNA profile on the sire and dam of each embryo
- (j) No animals entered shall have horns.
- 5. No calf, whether pedigree or crossbred, under the age of 3 months on the day of the sale, will be accepted for either show or sale.
- 6. No pedigree entry will be accepted, unless accompanied by a Herd Health Declaration Form, as decreed by the Society, from time to time.
- 7. It is a statutory requirement that any bull over the age of 12 months, sold through a public auction, shall have a ring in its nose, by which it can be controlled and led safely
- 8. All cattle are accepted subject to their compliance with the rules and regulations relating to this sale and such other rules and regulations as are pertinent and laid down by the Society.
- 3b All entries of pedigree and/or registered cattle must be accompanied by the appropriate documentation, together with a non-returnable entry fee, as determined by the Society. No entry fees will be returned in respect of cattle rejected after inspection.
- 3c Entries of other than pedigree and/or grade registered cattle, if applicable, must be accompanied by the appropriate AI certificate or signed declaration of sire, together with, insofar as members are concerned.
- 3d In addition, each lot, with the exception of those cattle entered in a crossbred section of the show and/or sale, if applicable, whether shown by a member or a non-member, will be subject to the payment of a non-returnable fee, as determined by the Society, which represents a contribution to the Society's/Clubs advertising fund, to be used to promote sales in general.
- 4a Upon arrival in the market within the times specified by the Society, whether for show and sale, or for sale only, all cattle must be presented before the Inspectorate (which shall comprise a veterinary surgeon and/or such other persons as shall be approved and appointed by the Society) for a health inspection. No cattle may be penned in the official sale pens until having passed such inspection. Show cattle must be accompanied by the relevant documentation. All cattle inspected as per the criteria laid down by the Society.

*In addition, all cattle (whether previously inspected or not) will be inspected to ensure that they comply with Society Bye-law No.9 and 1, the latter which states:-*

*The definition of the breed's characteristics is as follows:-*

*"A long, large bodied beef animal with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black and white, blue and white, or blue, or white or any combination of colours that is acceptable to the Council."*

*Cattle registered with the Society will be identified by ear tattoo, except cattle born after 1st January 1998, which are not required to be tattooed provided that they are double tagged in accordance with DEFRA regulations. Any cattle with illegible tattoo marks will be held back from inspection until such time as the ears are cleaned.*

*Furthermore, all crossbred cattle, including calves at dam's foot, will be inspected to ensure that they are representative of the breed and are in good health.*

- 4b The Inspection shall be carried out as per the Society By-Law No. 9. In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. By Law 9.9 applies to any reject animal.

***Any commercial stock disqualified, for any reason whatsoever, must be withdrawn from the show and/or sale and removed from the market premises forthwith, if practicable, or otherwise to a lairage designated by the Society, at all times remaining the responsibility of the vendor. Disqualified commercial cattle, whilst on the market premises, must not be offered for sale, or sold, either by auction or by private treaty.***

***In the event of a dispute the decision of the inspectorate will be final and binding upon all parties.***

All cattle must be in the market by the time specified by the Society or the Northern Ireland British Blue Club, on the day of the show, unloaded under the supervision of the BBCS, in order to be presented for inspection at the start of the stated time. Council hopes, by complying with this regulation, all cattle will have been inspected, washed and in the appropriate sale pens prior to any pre-sale inspection by prospective purchasers, thus giving a more orderly outlook to the sale.

- 5 All pedigree and grade registered cattle will be sold in guineas (multiples of 105p), and all crossbred cattle will be sold in £'s. Commission will be charged on pedigree cattle at the rate of **6% + Vat**, of which **2% + Vat** is a levy due to the Northern Ireland Blue Cattle Club, with the exception of commercial cattle, commission on which will be charged at the rate of **2.5% + VAT, 0.5% + VAT** of which is a levy due to the affiliated Northern Ireland Blue Cattle Club.
- 6 No stock may be removed from the sale pens without either a receipted account or an authorised pass and, in the interests of orderly marketing, both vendors and purchasers are requested to comply with the reasonable requests of the auctioneers' staff.
- 7 No warranty, other than any stated above or herein, is given or implied in any respect whatsoever.

***Intending purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated intention of each vendor that any compensation should in no circumstances exceed that stated, and purchasers will be deemed to have purchased in the full knowledge of this.***

***Whilst the auctioneers will do everything possible to assist in the settlement of any dispute which may arise, it must be accepted that a sale by auction involves a contract entered into by the vendor on the one part and the purchaser on the other part and that these are the two parties which must, perforce, be involved in any settlement. The auctioneers' part as intermediaries must be seen to be of assistance only, except where they are obliged, under the conditions, to make a pronouncement.***

8. "It is a condition of sale, that where a warranty claim on a bull is upheld, that the purchaser shall agree to the Society or its agent, on behalf of the vendor, should it choose to do so, of having access to all calves that he has bred in the last 12 months, along with their dams if necessary, for the purpose of undertaking DNA parentage checks".
9. Notice to Purchasers  
The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer

#### **ADDITIONAL NOTES.**

1. It is compulsory that all females sold as "warranted in-calf" are pregnancy diagnosed before sale time, and whilst the date of the certificate may be within one month of the sale day, the Society strongly recommends that the inspection is carried out as close to sale day as is considered appropriate. Such certificates should be handed to the auctioneers for record purposes.
2. All Pedigree cattle are sold under the terms and conditions of the British Blue Cattle Society Bull and Female Breeding Warranties.

#### **IMPORTANT**

At all times the BBCS reserves the right to alter in any way the order of sale in the interests of its members,  
at its sole discretion and without prior notification.

April 2013

## **24 British Blue Cattle Society**

### **Selected Conditions and Notes for Production, Reduction and Other Sale Venues**

These Conditions and Notes are to be read in conjunction with such other conditions of entry or sale, warranties etc, as are printed herein (to which the attention of all vendors and prospective purchasers is drawn) and such other conditions, warranties, etc, as are announced prior to or at sale time. These conditions and/or warranties include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers. Do not bid for, or purchase, any lot or lots unless you have read the conditions and agree to be bound by them.

- 1a The show and sale will be conducted under the auspices and rules of the British Blue Cattle Society, the decision of which Council being final and binding on all parties in the event of any dispute. Should a dispute arise, be it concerning warranties, pedigrees or such other matters as are not specifically dealt with in the conditions of sale or sale notes and information, the British Blue Cattle Society may, at its discretion, appoint an arbitrator, whose decision shall be final and binding on all parties. In the event of the auctioneers being required to furnish a report and/or award, the preparation of such report and/or award shall be the limit of their involvement in that particular dispute.
- 1b The show and sale being organised and directed by the British Blue Cattle Society, the auctioneers cannot accept any liability in respect of any claim whatsoever or howsoever arising. The descriptions are those supplied by the vendors, who alone are responsible for details and accuracy. The auctioneers will not be answerable in respect of any errors which may occur in the catalogue. Alterations and/or additions to the catalogue may be announced by the auctioneer prior to inviting bids for a particular lot or lots, or at such time as notice is received from the vendor of such alterations and/or additions, prior to the fall of the hammer, and such shall form a part of the contract of sale.

*The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased and takes delivery of is the one as described in the catalogue.*

- 2a All exhibitors of pedigree and/or grade registered cattle are fully paid-up members of the British Blue Cattle Society, and all such stock must be registered in the Herd Book issued by the Society and, as such, are eligible for transfer subject to the Society's rules and regulations. The exposure for sale of such stock is an implication by the vendor of his or her ability and willingness to transfer the animal(s) in question to the subsequent purchaser only, who shall be the one noted by the auctioneer at the time of sale. In respect of such cattle, the Society's auctioneers, on behalf of the Society, will make an appropriate deduction to cover the cost of such transfer(s), before accounting to the vendor.

Pedigree and grade registered certificates will be distributed by the Secretary of the Society in accordance with the rules and regulations of the Society.

- 2b Whilst exhibitors of other than pedigree and/or grade registered cattle need not be members of the British Blue Cattle Society, they are strongly urged to become so, in the knowledge that their active participation should ensure a strong Society, the better able to represent the breed.
- 3a Sale entries may comprise:-
  - (k) Pedigree registered (British Herd Book) British Blue males and females.
  - (l) Grade registered (British Herd Book) British Blue females.
  - (m) Non-registered females, either with a pedigree calf at foot, or the recipient of a pedigree embryo
  - (n) All embryos are sold subject to the resultant calves being able to be registered with the Society i.e. there must be a DNA profile on the sire and dam of each embryo

(o) No animals entered shall have horns.

1. No calf, whether pedigree or crossbred, under the age of 3 months on the day of the sale, will be accepted for either show or sale.
2. No pedigree entry will be accepted, unless accompanied by a Herd Health Declaration Form, as decreed by the Society, from time to time.
3. It is a statutory requirement that any bull over the age of 12 months, sold through a public auction, shall have a ring in its nose, by which it can be controlled and led safely
4. All cattle are accepted subject to their compliance with the rules and regulations relating to this sale and such other rules and regulations as are pertinent and laid down by the Society.

3b All entries of pedigree and/or registered cattle must be accompanied by the appropriate documentation, together with a non-returnable entry fee, as determined by the Society. No entry fees will be returned in respect of cattle rejected after inspection.

3c Entries of other than pedigree and/or grade registered cattle, if applicable, must be accompanied by the appropriate AI certificate or signed declaration of sire, together with, insofar as members are concerned.

3d In addition, each lot, with the exception of those cattle entered in a crossbred section of the show and/or sale, if applicable, whether shown by a member or a non-member, will be subject to the payment of a non-returnable fee, as determined by the Society, which represents a contribution to the Society's/Clubs advertising fund, to be used to promote sales in general, if applicable.

4a Upon arrival in the market within the times specified by the Society, whether for show and sale, or for sale only, all cattle must be presented before the Inspectorate (which shall comprise a veterinary surgeon and/or such other persons as shall be approved and appointed by the Society) for a health inspection. No cattle may be penned in the official sale pens until having passed such inspection. Show cattle must be accompanied by the relevant documentation. All cattle inspected as per the criteria laid down by the Society.

*In addition, all cattle (whether previously inspected or not) will be inspected to ensure that they comply with Society Bye-law No.9 and 1, the latter which states:-*

*The definition of the breed's characteristics is as follows:-*

*"A long, large bodied beef animal with fine bones, double muscle, sloping rump and hidden hips, strong legs and correct mouth. Coat colour can be black and white, blue and white, or blue, or white or any combination of colours that is acceptable to the Council."*

*Cattle registered with the Society will be identified by ear tattoo, except cattle born after 1st January 1998, which are not required to be tattooed provided that they are double tagged in accordance with DEFRA regulations. Any cattle with illegible tattoo marks will be held back from inspection until such time as the ears are cleaned.*

*Furthermore, all crossbred cattle, including calves at dam's foot, will be inspected to ensure that they are representative of the breed and are in good health.*

4b The Inspection shall be carried out as per the Society By-Law No. 9. In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. By Law 9.9 applies to any reject animal.

***Any commercial stock disqualified, for any reason whatsoever, must be withdrawn from the show and/or sale and removed from the market premises forthwith, if practicable, or otherwise to a lairage designated by the Society, at all times remaining the responsibility of the vendor. Disqualified commercial cattle, whilst on the market premises, must not be offered for sale, or sold, either by auction or by private treaty.***

***In the event of a dispute the decision of the inspectorate will be final and binding upon all parties.***

All cattle must be in the market by the time specified, on the day of the show, unloaded under the supervision of the BBCS, in order to be presented for inspection at the start of the stated time. Council hopes, by complying with this regulation, all cattle will have been inspected, washed and in the appropriate sale pens prior to any pre-sale inspection by prospective purchasers, thus giving a more orderly outlook to the sale.

- 5 All financial terms to be negotiated, individually with those concerned – bearing in mind the clauses relating to Production/Reduction Sales.
- 6 No stock may be removed from the sale pens without either a receipted account or an authorised pass and, in the interests of orderly marketing, both vendors and purchasers are requested to comply with the reasonable requests of the auctioneers' staff.
- 7 No warranty, other than any stated above or herein, is given or implied in any respect whatsoever.

***Intending purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated intention of each vendor that any compensation should in no circumstances exceed that stated, and purchasers will be deemed to have purchased in the full knowledge of this.***

***Whilst the auctioneers will do everything possible to assist in the settlement of any dispute which may arise, it must be accepted that a sale by auction involves a contract entered into by the vendor on the one part and the purchaser on the other part and that these are the two parties which must, perforce, be involved in any settlement. The auctioneers' part as intermediaries must be seen to be of assistance only, except where they are obliged, under the conditions, to make a pronouncement.***

8. "It is a condition of sale, that where a warranty claim on a bull is upheld, that the purchaser shall agree to the Society or its agent, on behalf of the vendor, should it choose to do so, of having access to all calves that he has bred in the last 12 months, along with their dams if necessary, for the purpose of undertaking DNA parentage checks".
9. Notice to Purchasers  
The objective of the Official Society Inspection is primarily in place to raise the breed standard and the inspection panel's decision is intended as a purchasers guide only. Prospective purchasers should satisfy themselves as to the suitability of an animal for their particular requirements. By bidding for an animal the intended purchaser accepts the Societies and Auctioneers conditions of sale, the animal being theirs at the fall of the hammer

#### **ADDITIONAL NOTES.**

2. It is compulsory that all females sold as "warranted in-calf" are pregnancy diagnosed before sale time, and whilst the date of the certificate may be within one month of the sale day, the Society strongly recommends that the inspection is carried out as close to sale day as is considered appropriate. Such certificates should be handed to the auctioneers for record purposes.
3. All Pedigree cattle are sold under the terms and conditions of the British Blue Cattle Society Bull and Female Breeding Warranties.

#### **IMPORTANT**

At all times the BBCS reserves the right to alter in any way the order of sale in the interests of its members, at its sole discretion and without prior notification.

August 2013

#### **25 British Blue Cattle Society - Auction Sale Rules**

**Important** – these rules include terms restricting or excluding the liability of the vendors and/or the Society and/or the auctioneers – do not bid for, or purchase, any lot or lots unless you have read the rules and agree to be bound by them.

## INTRODUCTION

1. These auction rules are those prescribed by the British Blue Cattle Society for the use at official sales or at any sales on behalf of its members who may be desirous of adopting them. They are applicable to any sales of pedigree British Blue and grade registered British Blue Cattle by auction, where such cattle are registered in the British Herd Book and are the property of a fully paid up member of the Society, and to such other cattle as are included in any catalogue, the cattle in which are offered for sale under these rules unless there are, by agreement with the British Blue Cattle Society, such other rules governing the sale of cattle which are not registered in the British Blue Cattle Society Herd Book. Such sales should clearly announce that these auction rules are in force and should further note (if applicable) that any cattle included in the catalogue, which are neither pedigree nor grade registered, are sold subject to other conditions, which have been agreed to by the British Blue Cattle Society.
2. Such written agreement having been given to a member by the Society for the use of these rules, such members shall, at least 7 clear days before the sale in question, lodge with the Secretary for the time being of the Society – or, with the agreement of the Society, with the auctioneer conducting the sale – a written agreement duly signed by such member in the form prescribed by the Society, indicating that the member will abide by the rules.
3. These rules shall form the basis of the contract between the vendor and the purchaser, and such contract shall include only such reports, conditions and warranties on the part of the vendor as are contained in these rules. From the said contract all conditions or warranties under the Sale of Goods (Miscellaneous Trade Descriptions) Act 1974 or any other statutory enactment, or implied by any law or custom, are expressly excluded.

## AUCTIONEERS RESPONSIBILITIES

4. All advertisements and catalogues relating to the sale shall plainly state that it is to be held under the British Blue Cattle Society auction rules, these shall be printed, in full, in the catalogue of the sale. Additionally, the attention of all vendors shall be drawn to the auction sale rules at the time of entry, and all entries so accepted shall be deemed to be in accordance with these rules.
5. The auctioneers empowered to sell under these rules must receive all entries on the approved or official entry form no later than the date stated as being the last entry date. Late entries will not be accepted, except at the discretion of the Council of the Society.
6. In respect of entries of pedigree bulls, the official entry form should contain sufficient space for the inclusion of recorded data as supplied by 'Breedplan International' for those members who wish such information printed in the catalogue.
7. The auctioneers are empowered to act, as agents of the Society only in so far as necessary deductions are concerned. In particular, they are required to deduct transfer fee's, 1% of the gross proceeds of the sale by way of levy and such other deductions as may, from time to time, be required by the Society, together with Value Added Tax and such other taxes as may be appropriate, at the then prevailing rates, making full account and payment to the Society's Registered Office within 7 days of the day of sale.

**In addition, immediately before the close of the day's business, they are required to furnish to the Society by way of one of its duly authorised representatives, a marked catalogue detailing all prices realised that day, and thereafter, and within 7 days of the sale, to forward to the Society at its Registered Office, a further catalogue giving details of each individual lot sold and the price thereof, the full names and addresses of all purchasers, and such additions, alterations and/or corrections to any details printed in the catalogue, together with such verbal warranties etc, as were given at the time of sale.**

8. The auctioneers are empowered to act as agents on behalf of the vendor in so far as the completion and signature of transfers on relevant pedigree certificates are concerned, without accepting any responsibility on behalf of the vendor or diminishing any duty and/or responsibility which the vendor may have.
9. Any auctioneer breaching, or wilfully permitting the breach of, these rules – including failure to ascertain that the Society has given permission for the rules to be used, and that the member has given a written agreement to abide by them – shall be disqualified from holding future auction sales under these rules, unless and until the Council of the Society shall decide to the contrary.

## CONDITIONS OF ENTRY AND SALE

### GENERAL

10. All information given on the entry form is to be the entire responsibility of the vendor, as are all statements in respect of each lot made in the catalogue or at the time of sale. All known faults, deficiencies and/or unsoundness must be declared prior to the sale. No liability whatsoever is accepted by the Society or its auctioneers for any error or miss description published in the catalogue. The onus is upon each vendor to ensure that the animal presented in the sale ring is the animal described in the catalogue in relation to that particular lot number and upon the purchaser to ensure that the animal that he has purchased is the one described in the catalogue.
11. The full name and address of each vendor shall be distinctly printed in the catalogue, with a clear indication as to which lots in the catalogue are the properties of each vendor.
12. No entry of any animal will be accepted unless accompanied by the correct entry fee and official Society pedigree certificate, together with such other documentations as may be specified on the official entry form. In the event of a non-sale, pedigree certificates and any other relevant documentation will be returned to the vendor by the auctioneers and/or the Secretary of the Society as soon as possible.
13. All cattle offered for sale, including calves at dam's foot, must have been fully registered with the Society and must be double tagged as per DEFRA regulations or, in the case of animals born before 1<sup>st</sup> January 1998, legibly tattooed.
14. It should be clearly stated on the entry forms, and reproduced in the catalogue, if any animal is a twin or born of multiple births, or is the result of an embryo transplant.
15. All animals entered in an official sale will be inspected, to ensure that they comply with the Society's Bylaw No 9 and the Official Society Inspection Criteria, which will include a veterinary health inspection. The inspection shall be carried out as laid down in Society Bylaw No 9. In the event of an appeal, this again shall be carried out as laid down in Bylaw No 9.11 (Appeals Procedure).

**Any animal considered not to be a good specimen of the breed, whether through poor health, lack of condition or whatever, will be rejected.**

**Should any cattle be rejected, it is the vendor's responsibility to ensure that the lot number is marked in red at the time of inspection, any entry fee being forfeited.**

Rejected animals may be returned to their original pens, may not be sold through the ring. All other reject animals may be sold from the pens, the sale going through the auctioneer's books. The 'British Blue Cattle Society Bull and Female Breeding Warranties' do not cover such rejected animals, sold in the pens.

16. The Council of the Society reserves the right to instruct that any stock shall be offered subject to an upset (minimum) price, which price shall, from time to time, be set by the Council. In no way does this affect the vendors' right to fix a reserve price in excess of the upset price, but the auctioneer is under no obligation, nor will he accept any responsibility to comply with such instructions, unless such reserve prices are handed to the auctioneers in writing prior to the start of the sale.
17. No vendor shall withdraw from sale any animal catalogued for sale. Any member who, having entered an animal for sale under these rules, fails to bring that animal to that sale, must produce, either at the sale or by post to reach the Registered Office of the society within 7 days of the sale, a veterinary surgeon's certificate accounting for such absence on the grounds of health. Failure to produce such a certificate within the time stipulated will automatically render the member liable to a summary fine of £50 (imposed by Council and subject to variation from time to time) in respect of each animal not brought forward. In addition, all entry fees will be forfeited, and no further pedigree registrations or entries for other sales will be accepted from that member until such fine or fines have been paid.
18. No sale of any animal entered in the catalogue, prior to the auction, is permitted and neither shall any vendor bid directly or indirectly for any animal entered in his or her name, except through the auctioneers. Any animal failing to sell at auction, which is subsequently sold on the sale premises by private treaty, must be noted in the books of the



auctioneers, and will be subject to full commission based on the price realised, together with such other deductions as are required by the Society. The conditions of sale applicable to animals sold by auction will apply in the case of any animal sold after auction and noted in the books of the auctioneers as above.

19. All animals will be sold in guinea's (multiples of 105p) and a commission of 6% plus Vat will be charged by the auctioneers on all Pedigree sales. In respect of any animals which fail to meet the reserve price stated by the vendor, or the minimum price set by the Society, the Society reserves the right to charge a commission of 1p plus Vat in each guinea of the reserve price. All animals are sold on the assumption that the vendor has full title and right to sell such animals and that he or she indemnifies the Society and the auctioneers against any actions, proceedings, claims, demands, costs, charges and expenses which might come about as a result of any defect in the title.
20. Each vendor or his representative, suitably clothed in a white coat, is responsible for parading his or her own animals in the sale ring, at the correct time in accordance with the order of sale. Any animal not forwarded in the correct order will be relegated to the end of the sale. Exhibitors will, in all cases, be responsible for the care of their stock.
21. Notwithstanding the provisions of the previous conditions, all animals will be at the risk of the vendor up to the "fall of the hammer" and, thereafter, at the risk of the purchaser.

#### **Females**

22. Any in-calf female offered for sale under these rules must be in-calf to a pedigree registered and approved British Blue Bull. In the event of a female to be sold in-calf by artificial insemination, an official AI certificate must accompany the entry or, in the case of private insemination or natural service, a duly signed declaration.
23. Any female sold a 'warranted in-calf' is warranted, on the day of sale, to be in-calf to the bull stated.
24. Any female sold with calf or calves at foot shall be warranted to the mother of that calf or calves and shall be warranted capable of rearing that calf or calves. That apart, no other warranty as to soundness or otherwise of the udder is given or implied, but the vendor must declare any known unsoundness or deficiencies at the time of sale.
25. All pedigree females offered for sale, with the exception of calves sold at the side of the dam, must be led by the halter.

#### **Males**

26. All pedigree males offered for sale must be led by the halter
27. It is a statutory requirement that any bull over the age of 12 months, sold and shown through a public auction, shall have a ring in its nose, by which it can be controlled and led safely

#### **Warranty**

28. All pedigree males and females are sold under the BBCS Bull and Female Breeding Warranty. Copies being available from the auctioneer's office and also the Society office

#### **Conditions of Warranty**

29. Taking care to settle a newly purchased bull properly will assist in ensuring that you have many years of good service from him.

Under the terms of the BBCS Bull Breeding Warranty the purchaser is required to maintain the animal in normal breeding condition, in accordance with the rules and practice of good animal husbandry and management, as referred to in clauses 4.2 and 6.1 and 8.1.4.2.

Following purchase the Society would require a purchaser to adhere to the following points to fulfil the requirement of 'Good husbandry and management'

1. The bull is not used within 14 days of the date of purchase
2. Ensure that the bull is in 'Breeding condition' before use

3. When the bull is first used, try it with 1-2 smaller cows first, in a yard on a non-slip surface, so he is introduced to service gradually and safely. Observe him closely to ensure that he is inseminating the cow properly; thus giving the opportunity to identify any possible problems at an early stage, this being very much in the purchasers interest.

4. Once you are satisfied that these cows are not returning then put the bull out with the rest of your cows. 20 to 25 cows is a maximum in the first year

5. British Blues bulls are warranted fertile from **20 months of age**. The Bull is not warranted if it is used prior to this age

6. It is a fact that 'British Blues' as a breed, sexually mature, 4-5 months later than some other breed's please bear this in mind

**Failure to observe the above could invalidate a claim under the Bull Breeding Warranty**

## CONCLUSION

30. The Council of the Society reserves the right to refuse entries for any sale from any person, without being called upon to give its reasons, and also the right to amend, vary or supplement these regulations from time to time.
31. If any member of the Society shall commit, or knowingly suffer, any breach of these rules, then he or she shall be deemed guilty of conduct derogatory to the character and prejudicial to the interests of the Society, and shall thus be rendered liable to all penalties and/or to have his or her membership of the Society cancelled under the Society's Articles, Rules and/or Bylaws.
32. The Society will do everything reasonable within its power to prevent any breach of these rules, but no guarantee whatsoever is given by the Society in respect of the observance, breach or otherwise of these rules, nor in respect of any animal that has been entered at any sale, nor shall any warranty on behalf of the Society be implied.
33. Notwithstanding anything in these rules, the decision of the Council shall in all matters be final and binding upon all parties and the Council may order the payment of such costs and expenses as it thinks fit.
34. It should be noted that insofar as these rules are utilised in connection with a sale other than an official sale or a collective sale, then they shall apply in full, except where reference is obviously in respect of an official or a collective sale.
35. No warranty, other than stated above, is given or implied in any respect whatsoever.

## NOTES NOT FORMING A PART OF THE AUCTION SALE RULES

- a) As all animals are at the risk of the vendor up to the "fall of the hammer" and, thereafter, at the risk of the purchaser, it is incumbent upon the vendor or the purchaser, as the case may be, to ensure that each and every animal is the subject of suitable insurance cover.
- b) From the previous experience of breeders, BBCS fully approved and registered bulls have been found to be more fertile from the age of **20 months** onwards. The warranty is intended to prevent any claim being prematurely made in respect of the inability, or suspected inability, of a bull to put a cow or heifer in a state of pregnancy by natural service.
- c) The attention of both vendors and purchasers is drawn to the conditions relating to cattle sold as "warranted in-calf", whereby it is incumbent upon the purchaser **within 4 days of the day of sale**, to provide a qualified veterinary surgeon's written report that the animal is not in-calf – this report must be in the hands of the auctioneers, together with a written claim, within a further 7 days.
- d) Purchasers should note that time is of the essence in respect of any condition of sale, warranty etc., and in complying with any such conditions or giving such warranties, be they stated or implied, it is the stated

intention of each vendor that any compensation should in no circumstances exceed that stated and purchasers will be deemed to have purchased in the full knowledge of this.

John Fleming  
12<sup>th</sup> June 2014

E. & O.E