

# THE BRITISH BLUE CATTLE SOCIETY



## BY-LAWS

### VOLUME 38

Adopted by the Society on 15<sup>th</sup> February 2001

**Revised and updated 24<sup>th</sup> September 2019**

This document supersedes any previous editions

Registered Office:  
British Blue Cattle Society  
Holme House  
Dale, Ainstable  
Carlisle  
CA4 9RH

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  
request from the Society Office, Holme House, The  
Dale, Ainstable, Carlisle CA4 9RH

**THE BRITISH BLUE CATTLE SOCIETY**  
**Contents**

<b>Section</b>	<b>Page Number</b>
1 General	3
2 Membership	3
3 General Registrations	4
4 Grading Up	7
5 Finance	8
6 DNA Testing	8
7 Health Schemes	8
8 Genetic Defects	8
9 Inspection of Cattle	8
10 Official Judging Protocol	11
11 Embryos	11
12 Semen Royalty Scheme	11
13 Importations	11
14 Dispersal Sales	12
15 Regional Clubs of 'The British Blue Cattle Society'	13
16 Production and Reduction Sales	14
17 Health Requirements for Sales held under the auspices of the Society	14
18 <i>British Blue Cattle Society Sales - Selected Conditions and Notes for All Sales</i>	15
19 General conditions of Sale	18
20 British Blue Cattle Society - Auction Sale Rules	19

**THE BRITISH BLUE CATTLE SOCIETY**  
**Volume 35 Bylaws – Updated September 2017**

**1 General**

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

A long, large bodied beef animal, well-proportioned with fine bones and strong legs. Coat colour can be black, white, blue, red or any combination of colours that is acceptable to the Council

Dehorning

1.2 No animal with horns shall be eligible to be entered for a sale, held under the auspices of the Society

Policing of Animal Registrations

1.3 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

1.4 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 Council. (Minute 15 February 2001 Item 12)

Society Company Secretary

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

Queries to the Society Bylaws

1.6 Should any questions arise concerning the meaning, interpretation or application of any of these Bylaws, 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
- (iv) Abuse of Society Officials and Inspectors

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, respectfully asked to leave any meeting, or part of a meeting, of the Society, whether at a National 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

2.7.1 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

2.7.2 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

2.7.3 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

## 2.8 Junior Membership

2.8.1 The Junior Membership category is open to Junior's up to the age of 21 years and a maximum of two animals are allowed. For those wishing to have more than two animals, a full membership is required.

2.8.2 The Society also has Associate Junior Membership category for those not wishing to have a prefix or any animals

## 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 Bylaws, 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 From 9<sup>th</sup> March 2017, the Society will create a register of bulls for "COMMERCIAL USE ONLY." Full details of the scheme and list of bulls, including fees will be available from the Society (Minutes 9<sup>th</sup> March 2017 .12)
- 3.11 For the avoidance of doubt, the Society will NOT accept an entry tendered for registration onto the Herd Book, or any registers supplementary thereto, in respect of progeny which are born of "Commercial Use Only" Bulls ONLY those calves which are registered by the INITIAL APPLICANT who applied for the registration onto the "Commercial Use Only" listing, will be eligible for registration onto the Herd Book
- 3.12 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
- 3.13 The fact of any animal being twin, or otherwise one of a multiple birth, shall be notified to the Society on the Pedigree website Registration Form or in the manual registration book, 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
- 3.14 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 within 45 days from the date of birth of the calf, by completing and transmitting to the Society via the online registration system, or manual registration book, 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, as laid down by the Society
- 3.15 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
- 3.16 The Society reserves the right to DNA test any animal registered with the Society
- 3.17 The Society's Pedigree Registration Forms for paper registrations will be printed in books and the appropriate registration fee shall be invoiced and settled by Direct Debit
- 3.18 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
- 3.19 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 up to 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, it's 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

- 3.20 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: - 2014 = J; 2015=K; 2016 = L; 2017 = M; 2018 = N etc.
- 3.21 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)
- 3.22 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)
- 3.23 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 **the** Schedule of Fees, 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
- 3.24 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 Bylaw 3.20
- 3.25 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 Bylaw 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
- 3.26 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
- 3.27 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
- 3.28 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

- 3.29 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
- 3.30 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 (If AI date of insemination)
  - Birth weight
  - Ear No of 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.)
  - Multiple Birth
  - Colour
- 3.31 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
- 3.32 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, prior to the sale of the animal and the animal's pedigree certificate should be returned to the Society Office. 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 Bylaws 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 Bylaw 3.14 and 3.15
- (viii) The entry fee payable to the Society to register an animal on to the Grading-Up Register shall be laid down in the Schedule of Fees
- (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 Schedule of Fees, 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
- 5.2.1 If a member does not settle his account by Direct Debit, the Society reserves the right to refuse services, unless paid for in full
- 5.3 Any fine or fines which shall become payable by a member under these Bylaws in respect of any animal shall be additional to the fees payable under this Bylaw 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 Bylaw 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 TESTING**

- 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's Schedule of Fees, 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 semen sires will be required to be 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 NBA Bull and Female Breeding Warranty **does 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)

9.10 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
  - R15 **Hoof**
  - R16 **Shoulders**
  - R17 **Hips**
  
  - R18 **Poor** representative of breed
  - R19 **Temperament**
  - R20 **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
- b) A charge of £30 will be made, which will be returnable if the appeal is successful but the member's account will be invoiced if unsuccessful. (Minutes June 2017)
- c) An 'Appeals Committee' will then be organised
- d) There is no appeal against a Veterinary decision
- e) 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'
- f) After arbitration the 'Appeals Committee's' decision will be final
- g) 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 must be a member of the Society, or an Employee of 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) All sires and donor dams of ET calves MUST have a DNA profile, in order for the subsequent calves to be eligible for registration. This must be done (at the owners' expense) before registration
- (d) For ET calves of older genetics, prior to the commencement of DNA profiling, the Society reserves the right to register these calves, but a disclaimer must be signed by the registering member

11.2 A copy of each embryo registration form and embryo amendment form must be sent to the Society Office 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*)

13.4 All imported cattle, registered onto the British Herd Book will be required to have a DNA profile, have sire verification and, where possible, be parentage verified

13.5 No imported animal can be entered onto the British Herd Book, without it being issued with an authorised International Pedigree. (Pedigree Officiel stamped with a Visa for International use, from Belgium or a Full Pedigree from the Republic of Ireland) This Pedigree can only be issued by the Herd Book of the country of origin, of the animal. A British Herd Book Pedigree will only be issued after the appropriate fee has been paid. (*refer to the Importation Guidelines factsheet*)

13.6 If, for any reason, an animal is imported into the UK without the Pedigree Officiel, **if it is agreeable** with the Herd Book concerned, it is possible to inspect the animals in the UK. A fee, as determined by the Council will be charged, plus mileage, as well as the importation fee.

## **14 Dispersal Sales**

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

14.1 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.

- 14.2 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. There will be a five-year suspension before this prefix can be used again, should the member re-commence breeding
- 14.3 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
- 14.4 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
- 14.5 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
- 14.6 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
- 14.7 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
- 14.8 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

- 14.9 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
- 14.10 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
- 14.11 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
- 14.12 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 the NBA 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)

- 14.13 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 NBA Bull & Female Breeding Warranty
3. All the above should be payable to "The British Blue Cattle Society," Holme House, Dale, Ainstable, Carlisle CA4 9RH (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 Bylaws 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 Bylaws 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

- 16.1 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
- 16.2 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
- 16.3 Financial arrangements. The vendor/auctioneer will be responsible for promotion and all other costs associated with the sale
- 16.4 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
- 16.5 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 NBA 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 CHCS 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

For all sales held under Society Auspices

***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 All exhibitors of pedigree and/or grade registered cattle, Embryo's and Semen must be full members of the British Blue Cattle Society.
- 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 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 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 By-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, well-proportioned with fine bones and strong legs. Coat colour can be black, white, blue, red or any combination of colours that is acceptable to the Council*

*Cattle registered with the Society must be double tagged as per DEFRA regulations or, in the case of animals born before 1<sup>st</sup> January 1998, legibly tattooed*

- 4b In the event of any dispute the decision of the Inspectorate will be final and binding upon all parties. Bylaw 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 NBA Bull and Female Breeding Warranty (Minutes 3.12.15)

## **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**

**All sales held under Society Auspices are conducted under LAA rules. Please refer to each specific market sale conditions, printed in the respective catalogue/s**

### **20 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 it's 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 NBA Bull and Female Breeding Warranty. Copies being available from the auctioneer's office and also the Society office

## CONCLUSION

- 29 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
- 30 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
- 31 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
- 32 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
- 33 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
- 34 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) 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
- c) 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

Andy Ryder  
22/9/17

E. & O.E