THE AYRSHIRE CATTLE SOCIETY OF GREAT BRITAIN & IRELAND

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MEMBERS HANDBOOK

Honorary President Mr. John Hunter

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The Ayrshire Cow

Originating in South-west Scotland, and first recorded on an official basis in the 1870s, with the formation of the Ayrshire Cattle Society Herd Book in 1877.

The Ayrshire Organisation



Ayrshire Cattle Society of Great Britain & Ireland

Formed in 1877, breed affairs and progression are managed by the Ayrshire Cattle Society, a forward thinking highly motivated breed society dedicated to keeping the Ayrshire at the forefront of modern dairying.

It is responsible for all ancestry recording in its Herd Book, with a state-of-the-art computer programme to be able to retrieve, store and process records for over 250,000 animals.

Annual Events

Members look to the Society for guidance and to improve their herd and business. Twice yearly a judging seminar is organised which instructs members in cattle type and judging. It is also an opportunity for discussion and debate. Similarly, the annual conference, held in a different location each year, is viewed as a get together for members. The conference encompasses the AGM and prize-giving plus herd visits and sightseeing and is the culmination of the Society year.

Junior Members

The Society has a thriving junior membership for the 26 and under age group. It recognises that these young people are tomorrow's breeders and backbone of the future of the breed. Events are organised annually which encourage debate and competition, while also providing a learning environment and opportunities to socialise.

Genetic Progress

In the 1980s, aware of the need for genetic progress, the Society took the initiative to oversee its own progeny-testing scheme. Breed development continues that progress by monitoring the best genetics available and assisting members breeding decisions through the Breed Heritage programme.

The Society functions through annual term officers – A Presidents committee plus a Council of breeders. Day to day operations are managed by a small staff overseen by the Business Coordinator.

The Ayrshire Society's Mission Statement is to

Improve the competitiveness of the breed Promote a quality product and a brand image for the breed Further develop breed advantages Keep the breed at the forefront of genetics



Cattle Services (Ayr) Ltd

The Society's commercial company, formed in the 1960s, to market genetics from the breed. With bulls from the testing programme, some as a result of contract mating's, Cattle Services is now the largest supplier of Ayrshire genetics in the UK.

It also has a thriving export market supplying the Ayrshire population around the world. More information can be found at www.cattleservices.org



World Federation of Ayrshire Breed Societies

Currently there are nine-member countries, Australia, Canada, Finland, Kenya, New Zealand, South Africa, United Kingdom, United States and Sweden, each with their own Society, within the Federation, which was formed in 1968. Its role is to maintain, develop and promote the Ayrshire as the most economically efficient dairy breed in the world. A World Conference is held every four years, which allows a meeting of breeders from around the world, and further progression for the Ayrshire Cow. More information can be found www.worldayrshirefederation.com

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Constitution

The Name of the Society is the "Ayrshire Cattle Society of Great Britain & Ireland".

The Society's charitable purposes (the expression "charitable purpose" shall mean a charitable purpose under section 7 of the Charities and Trustees Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts) are (and shall not be altered without the prior consent of the Office of the Scottish Charity Regulator): To advance arts, heritage and culture by upholding the heritage of the breed of cattle known as "Ayrshires" and thereby fostering and promoting the breeding of Ayrshire cattle in the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland, or elsewhere.

In furtherance of the charitable purposes:

To collect, verify, register and preserve the pedigrees and registrations of the said cattle and other useful information relating to them.

To investigate and report upon cases of doubtful or suspected registrations of such cattle and to publish the results of such investigations.

To undertake the arbitrament upon and settlement of disputes and questions relating to or connected with Ayrshire cattle.

To correspond with and affiliate Societies, Corporations and persons in Great Britain and Ireland and abroad interested in or professing objects like or connected with the objects of the Society.

To accept gifts and donations of all kinds and to undertake any trusts, the undertaking of which may seem conducive to any of its objects.

To promote Exhibitions and symposia relating to such cattle and to do all other acts or things requisite for the holding and conducting of such Exhibitions and symposia.

To give medals, rosettes, trophies, awards and scholarships etc., to individuals and to Societies in Great Britain and Ireland and abroad professing objects like or connected with the objects of the Society.

To develop an educational experience and appreciation of the heritage of the breed through publications, lectures, educational tours and to encourage the promotion of the heritage of the breed.

To purchase, take on lease, hire, receive by way of a gift, or otherwise acquire any real or personal property and to sell, let or hire, or otherwise to dispose of the same.

To make Bye-Laws for conducting the business and regulating the proceedings of the Society and to enforce the same by fines or otherwise.

To receive subscriptions and other payments in return for or consideration of the issue of copies of the publications of the Society and other information concerning Ayrshire cattle.

To lend money with or without security on any terms as that may be thought fit.

To set up a trading subsidiary or subsidiaries and to hold shares in or otherwise interest in such trading subsidiaries.

To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Office Bearers

The Office-Bearers of the Society shall consist of a Patron, Honorary Presidents, a President, a President-Elect, a Junior President-Elect, and the Business Co-Ordinator. All Office-Bearers must be members of the Society. Honorary Presidents, who may be elected for life, shall be those who have rendered meritorious service to the Ayrshire Breed or to the Society and may be elected at an Annual or Special General Meeting of Members. They shall be eligible to sit and vote in Council or Committee and do not require to be elected Councilmen/women in the ordinary way. The number of Honorary Presidents shall not exceed five at any one time.

At each Annual General Meeting the Society shall elect a President, a President-Elect, and a Junior President-Elect, who shall hold office for one year.

The retiring President, President-Elect and Junior President-Elect may be eligible for reelection to the same Office but so that they shall not hold the same office beyond a second term consecutively; on the expiry of second term of office they shall retire and shall not be eligible for the same Office for one year.

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

Council

The affairs of the Society shall be managed by a Council to be elected in the manner hereinafter prescribed. No person shall be eligible for election as a Councilman/woman who is not at the time of election a Member of the Society. The President, President-Elect and Junior President-Elect of the Society for the time being shall be ex-officio Members of the Council and shall be in addition to the Councilmen/women, if they be not Councilmen/women at the time of election. The retiring President of the Society in any year shall remain an ex-officio Member of the Council and all Committees for the year following retiral from the Presidency and shall be in addition to the Councilmen/women, if he be not a duly elected Councilman/woman for that year.

The Breed Heritage Committee Chairperson shall be an ex officio member of Council during his/her period of office and shall be additional to the Councilmen/women if he/she is not a duly elected Councilman/woman for that year.

The Chairperson of Cattle Services (Ayr) Ltd shall be an ex officio member of Council during his period of office and shall be additional to the Councilmen/women if he is not a duly elected Councilman/woman for that year.

A Young Breeders Representative will, provided he/she be a member of the Society, be an exofficio Member of the council and shall be in addition to the Councilmen/women if he/she be not duly elected Councilman/woman. The representative will be nominated by Junior Members and approved by Council to serve a two-year period.

The Business Co-Ordinator will be an ex-officio Member of the Council but will not stand as a Councilman/woman for his/her own area. The Business Co-Ordinator will be nominated by the Presidents and approved by Council to serve an initial term of three years, extendable to a maximum of six years upon the approval of Council.

For the purpose of facilitating the election of Councilmen/women and securing due representation of members from the Districts in which they reside, Great Britain, Ireland and the Republic of Ireland shall be divided into Districts and the members in each District shall nominate and elect from amongst members in that District, two representatives to serve on Council.

The Districts of the Society shall be as follows: -

THE DISTITUTE	of the bociety shan be as follows.
District 1	Comprising the County of Ayr
District 2	Comprising the Counties of Orkney and Shetland, Caithness, Sutherland, Ross
	and Cromarty, Inverness, Nairn, Banff, Moray (Elgin), Aberdeen, Kincardine,
	Angus, Perth, Kinross, Clackmannan and Fife
District 3	Comprising the Counties of Argyll, Bute, Dumbarton, Renfrew, Stirling and the
	City of Glasgow
District 4	Comprising the County of Lanark
District 5	Comprising the Counties of West Lothian, Mid Lothian, East Lothian, Peebles,
	Selkirk, Berwick, Roxburgh, Northumberland and Co. Durham
District 6	Comprising the Counties of Dumfries, Cumberland and Westmorland
District 7	Comprising the Stewartry of Kirkcudbright and the County of Wigtown
District 8	Comprising the County of York
District 9	Comprising Lancashire, Cheshire and the Isle of Man
District 10	Comprising the Counties of Derby, Nottingham, Lincoln, Leicester and Rutland
District 11	Comprising the Counties of Shropshire, Stafford, Hereford and Worcester
District 12	Comprising the Counties of Berkshire, Warwick, Northampton, Oxford,
	Buckingham and Middlesex (including London)
District 13	Comprising the Counties of Huntingdon, Bedford, Cambridge, Norfolk,
	Suffolk, Hertford and Essex
District 14	Comprising the Counties of Surrey, Sussex and Kent
District 15	Comprising Wiltshire, Hampshire (including Isle of Wight) and the Counties of
	Gloucester and Dorset
District 16	Comprising the Counties of Somerset, Devon and Cornwall
District 17	Wales (including Monmouth)
District 18	Northern Ireland
District 19	Irish Republic

The Office Manager shall keep a Register of Members, according to Districts and shall insert in the division of the Register applicable to each district, the names of all members resident within that District but if any member has a residence in more than one district, or has property in more than one district, he/she shall be registered in one district only and may elect in which district he/she shall be registered. In the event of any question arising as to the district in which a Member is resident, or as to the division of the Register in which his/her name shall be registered, or otherwise as to the keeping of the Register, the same shall be determined by the Council, whose decision shall be final and binding on all concerned.

Nominations

No person shall be eligible for election for any District unless he/she shall, by notice in writing to the Office Manager of the Society, or any other authorised person, have indicated his/her willingness to serve on the Council if elected and be nominated for election by at least two members registered in such District.

If the number of persons duly nominated and eligible for election for any district as aforesaid, does not exceed the number of Members of Council to be elected for such district, all the persons so nominated shall be deemed duly elected.

If the number of persons duly nominated and eligible for election for any district exceeds the number of Members of Council to be elected for such district, an election of Members of Council shall be held. Voting Papers shall, at the expiration of the period prescribed for nomination of candidates, be sent by post to each Member in such district whose name is entered in the Register of Members. No person shall be entitled to vote unless the Annual Subscription, or other monies due by him/her to the Society, have been paid. The Voting Papers shall be posted at least twenty-eight days before the Annual General Meeting, with reference to which the election is to take place and each Voting Paper shall specify the person or persons who have been nominated and are eligible for election for the district and the number of Members of Council to be elected for the district and shall instruct the elector to fill up the Voting Paper by setting opposite the name or names of the candidate or candidates in whose favour he/she votes (not being more than the number of Members of Council which the District is entitled to elect) one cross (X) and to sign it at the foot and to return it to the Office Manager of the Society or any other authorised person, at least fourteen days prior to the date of the Annual General Meeting and a Member who does not return his/her Voting Paper duly signed and filled up, so as to reach the Office of the Society or the authorised person as aforesaid, shall lose his/her right of voting in regard to the election. The candidate or candidates who shall have received the largest number of votes for such district shall be considered to be elected for the district to be a Member of Council. In the event of an equality of votes among two or more persons for one vacancy, the President, or some person deputed by him, shall have a casting vote. Only one vote shall be given to any one candidate.

At least three days before the Annual General Meeting there shall be made out, as regards each district entitled to elect a new Member, or Members, a list of persons nominated and duly elected for such District and where voting has taken place the number of votes given in their favour respectively and the President, or some person or persons deputed by him, shall sign a Certificate of the result of the election and shall report to the Annual General Meeting the names and addresses of the Members of Council so elected.

In addition to the number of Members of Council to be elected for districts, as above provided for, the Council may co-opt, as and when deemed expedient, any number of "Ad-Hoc" Members at any one time for specific purposes or services. Such co-opted members shall normally hold office for a period of one year, but the Council may extend that period in exceptional cases. During the tenure of their co-option such members may also be appointed to serve on Committees of the Council and shall be entitled to full voting rights on Council and Committees to which co-opted. Retiring co-opted members shall be eligible to stand immediately for elected memberships of the Council.

All members of the Council either elected for Districts, or appointed at the Annual General Meeting if there shall not be any nominations, or a sufficient number of nominations of persons

eligible to represent any District, shall hold office for two years and be eligible for a second term of two years, after which they shall not be eligible for re-election or co-option until the expiry of one year.

District retiral shall be decided on the basis of the odd number Districts one year and the even number Districts the next year and so on

The quota to retire shall be all those Councilmen/women of the Districts in which an election is taking place during the year as defined below: -

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Group A Electoral Districts - 1, 3, 5, 7, 9, 11, 13, 15, 17, 19
Group B Electoral Districts - 2, 4, 6, 8, 10, 12, 14, 16, 18
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In the event of any vacancy occurring between elections from death, resignation or otherwise, the Council shall have power in meeting assembled to fill such a vacancy by co-option of a Member registered in any such District. A Council member shall cease to hold office if the Council by resolution declares that he/she has been absent from three consecutive Council Meetings without reasonable excuse. Every Council Member co-opted under this Rule shall hold office for so long as his/her predecessor would have held office. A member co-opted to serve as a Council Member under this Rule shall, on the expiry of office, be eligible for nomination as a Council Member. The Council shall be deemed to be duly constituted and shall continue to possess all the powers hereby conferred upon it, notwithstanding any such vacancies. The QUORUM of the Council shall be ELEVEN.

The Council shall exercise all the powers and perform all the duties of the Society, except such powers as are herein declared to be vested in the Annual General Meeting. They may appoint Committees of their own number with such quorum and powers as they may think proper; and the act or acting's of the Committees within their delegated powers, shall be binding on all persons concerned as that of the Council itself.

The President of the Society shall preside at all Meetings of the Society who, failing, the President-Elect. Failing the President or the President-Elect, the Meeting shall elect its own Chairperson. The Chairperson shall, in the event of equality of votes, have a casting as well as a deliberative vote.

General Meeting

The Council shall convene and hold an Annual General Meeting to be followed by a Meeting of Council, once in each calendar year at a venue and at such a time as the Council shall from time to time determine.

The Council may, whenever they think fit, convene an Extraordinary General Meeting of the Society and the Council shall, upon the requisition of 40 at least of the members entitled to vote at an authorised meeting of the Society, forthwith proceed to convene an extraordinary General Meeting and in the case of such requisition, the following provisions shall have effect:

- (a) The requisition must state the objective of the Meeting and must be signed by the requisitionist and deposited at the Registered Office of the Society.
- (b) If Council do not proceed to cause a meeting to be held within 30 days from the date of the requisition being so deposited, the requisitionists or a majority of them, may themselves convene a meeting but any meeting so convened shall not be held after three months from the date of such deposit.
- (c) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as that in which meetings are to be convened by the Council.

Not less than fourteen days previous notice of every General Meeting and of the business to be transacted thereat shall be sent by post to each Member.

At every Annual General Meeting an Auditor or Auditors shall be appointed. The Auditor or Auditors shall audit the Accounts of the Society previous to the Annual General Meeting succeeding his/her or their appointment; and a statement showing the financial position of the Society, examined and certified by the Auditor or Auditors, shall be laid before every Annual General Meeting and shall be considered by Members at such Meeting. The Council shall further prepare and submit a Report relating to the year's transactions for consideration and approval at the said Meeting.

It shall not be competent to alter any of the foregoing Rules, except at an Annual or Special General Meeting of the Society. Notice of any proposed alterations must first be submitted to and considered by the Council, who shall report thereon to an Annual or Special General Meeting.

If upon winding-up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Society, but shall be given or transferred to some other institution or institutions having charitable purposes similar to the charitable purposes of the Society, and which shall prohibit the distribution of its or their income and property to an extent of at least as great as is imposed on the Society under or by virtue of clause 2 hereof, such institution or institutions to be determined by the members of the Society at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable purposes ("charitable body", "charitable institution", "charitable organisation" and "charity" shall mean a body in the Scottish Charity Register which is also regarded as a charity in relation to the applications of the Taxes Act). For the avoidance of doubt, no part of the income or property of the Society shall (otherwise than in pursuance of the Society's charitable purposes) be paid or transferred (directly or indirectly) to the members, either in the course of the Society's existence or on dissolution.

Membership of the Ayrshire Cattle Society of Great Britain & Ireland

Membership is open to anyone with an interest in Ayrshire Cattle. It confers the right to enter cattle into the Herd Book, participate in all Society events, to receive the periodical Breed Journal and other Society publications. Members elect regional Council Members who are responsible for the management of the Society.

There shall be five classes of Members - Honorary Life Members, Ordinary Life Members, Honorary Annual Members, Annual Members and Junior Members. (Junior Members shall be those of the age of twenty-six and under).

Honorary Life Members shall be those who, for special services to the Ayrshire cattle interests in Great Britain and Ireland or abroad, or to this Society, shall have been elected Honorary Life Members at an Annual or Special General Meeting of Members of this Society.

Ordinary Life Members shall pay on entry, a single subscription - the amount to be decided by Council from time to time.

Honorary Annual Members shall be those who by virtue of retiral from active farming after fifty or more years membership of the Society as Annual Members, shall have been elected Honorary Annual Members at an Annual or Special General Meeting of Members of the Society.

Ordinary Members All other members shall join the Society as an individual on an annual basis and shall pay an annual subscription, renewal on 1st January each year, at a rate to be decided by Council from time to time.

Junior Membership shall fall into two categories – **Junior** Membership for any member under the age of twenty-six who wishes to hold a prefix and register animals – a membership fee will be payable. **Social Junior** Membership for any individual under the age of twenty-six who has an interest in the breed and wishes to be a social member and to compete in Young Members Competitions. This membership will be free.

Rules of Membership

Members shall, from time to time, communicate in writing to the Office Manager, any change in their postal address; and all notices or publications forwarded by post to the address in the Members` Register shall be considered as duly delivered to such Members.

Any person taking an interest in Ayrshire cattle and maintaining the purposes of the Society may become a Member of the Society. Any Member who shall have paid the subscriptions and other monies which may have become due, including subscriptions due in advance, may at any time retire from the Membership on giving written notice to that effect to the Council or their Secretary for the time being; but unless such notice is given on or before the first day of January, in any year, the retiring member shall, if an Annual Member, pay, notwithstanding his/her retirement, the Annual Subscription until next 31st December.

No Member shall be admitted to any Meeting of the Society, nor be entitled to any of the privileges of Membership, while his/her subscription is in arrear, or other monies due from him to the Society remain unpaid.

If any Member shall be in arrears for fees due to the Society, whether Membership Fee or otherwise, for a period of three months, the Council may cause a notice in writing to be sent by the Office Manager to such Member by registered letter addressed to the Member's last known address; and, upon the expiration of three months from the posting of such letter, such Member shall cease to be a Member of the Society unless all arrears for fees are sooner paid but shall remain liable for the arrears.

Registration of Animals

All entries, when lodged, become the property of Council and are received subject to the decision of the Council, to whom is reserved the full right to investigate amend or alter and to publish in the original or any amended or altered form, or not to publish any or every pedigree, presented for entry.

All animals to be registered with the Society must comply with the registration procedures in operation by the Society at the time of registrations and must also comply with Government Regulations and within the time scale laid down by the Society.

In the case of the birth of twins or triplets, either the whole progeny must be registered in the current Registration System or where only one is sent for entry, the others must be reported in order that a note shall be made in the current Registration System that it is a twin or triplet and stating the sex of the unregistered animal or animals and whether dead or alive

All owners must intimate at once to the Society the sale or transfer of any registered animals, giving particulars as to the date of sale or transfer and name and address of the purchaser or transferee by immediately forwarding the original pedigree certificate to the Society office. In the case of an animal already entered, the property of an individual owner, but which has been sold, no progeny can be entered from said animal by the new owner until the transfer has been duly registered.

Interest to Enter

The Owner is the only person entitled to enter an Animal and he/she must be a Member of the Society. A Member may, however, enter an animal belonging to another Member or even a Non-Member, provided he/she can show an immediate interest to do so. That is to say in the case of a Bull he/she is desirous of registering animals belonging to him and sired by the said Bull, or in the case of a Cow, progeny belonging to him, out of the particular Cow.

Naming of Animals

Every member desiring to tender an animal for registration in the Society's records shall first submit for registration, a Prefix to be approved by the Society. All animals, when submitted for registration, should carry the Prefix of the Breeder who was the owner at the time of calving and where the entrant and the calving breeder are not the same person, the signatures of both should be required. When a herd is taken over by a representative of the family of the previous owner of the herd, the Council may in its absolute discretion, grant a request for the Herd Prefix to be continued.

Names of animals, including numerals, likely to prove misleading to the public shall not be admitted to the Society's records. Masculine names will not be allowed for females and viceversa. Once such names and numerals have been accepted for registration, no alteration shall be allowed excepting under special circumstances, as the Council may direct.

Every bull must be given a separate name. The use of numerals to distinguish one bull from another will not be accepted.

Conditions of Eligibility for Entry of Animals in the Current Registration System

Full Pedigree Ayrshire Section

Any male sired by a Full Pedigree Male out of a female of at least 87.5% Ayrshire. Any female having Full Pedigree registered parents or being at least 87.5% Ayrshire.

Ayrshire Appendix Section

Any male not eligible for Full Pedigree Ayrshire Section but 51% or greater Ayrshire. Any female between 51% and 87.5% Ayrshire.

All pedigrees to show the percentage of Ayrshire Blood and the section designation.

Red and White Section

Any male or female less than 51% Ayrshire.

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

The colour of calves is deemed to be red and white or if black and white this must be recorded at registration.

In the case of twins or triplets or ET born calves, these should be identified at the time of registration.

Female animals already registered with another Society may be eligible for dual registration in any relevant section of the Ayrshire registration system. Male animals registered with another breed society are NOT eligible to be dual registered.

Scale of Entry Fees

Animals may be entered by members of the Society only and the categories of entries according to the age of animals as at the date of entry shall be as follows:

Males: Age:

0-60 Days, 61-180 Days, 365 Days, 366 Days & Over (overage fee applies)

Females: Age:

Under 3 months at date of entry

Over 3-12 months at date of entry (overage fee)

Over 12 months at date of entry (additional overage fee)

The scale of fees to be decided by Council from time to time. Plus, VAT in all cases.

DNA Testing

Every male registered with the Society shall require having its parentage verified by DNA/Genomic analysis, at a cost to be borne by the owner. Pedigree registration documents will be held in suspense until the results of the DNA analysis have been verified. All dams of male calves born must also be DNA/Genomic tested. If a bull cannot be fully parentage checked, the calf will not be registered with the Ayrshire Cattle Society.

The parentage for female registrations can be checked at any time using DNA/Genomic analysis if required by the Ayrshire Cattle Society. This will be carried out by a Society representative and the Member has 60 days from the date of the request in writing from the Ayrshire Cattle Society to fulfil this requirement or their membership will be suspended. If after a period of 6 months, the member does not adhere to the request for DNA/Genomic analysis then their membership will be terminated. [The Ayrshire Cattle Society also reserves the right to levy a fine on a member who does not adhere to DNA/Genomic analysis].

Reconstructions

If an animal has died and has not been DNA tested it is possible to reconstruct the DNA of the dead animal as follows

To reconstruct the dead dam of an animal, a DNA needs to be carried out on three living progeny from this dam and their sires.

To reconstruct the dead sire of an animal a DNA needs to be carried out on three living progeny from this sire and their dams

Embryo Transplants

The collection and transfer of embryos shall be carried out by a qualified operator recognised by the Society in accordance to the bovine embryo regulations 1995. Upon each collection of embryos an embryo collection certificate (form ET1) must be fully completed in triplicate by the collection team. One copy should be retained by the collection team, one to be retained by the owner of the donor female and one copy to be submitted to the Society.

Calves born as a result of Embryo Transfer will carry the suffix `ET` in their registered prefix and name. All Calves will also require having full parentage verified by DNA and pedigree registration documents will be held in suspense until the results of the DNA analysis have been verified. All donor females MUST be DNA tested at the time of the flush to ensure future progeny can be recognised. Any calves which cannot be parentage verified will not be able to be registered by the Ayrshire Cattle Society.

Procedure for Registration of Animals

The facility to register pedigree animals is provided via the National Bovine Data Centre (NBDC) either by Telereg 0800 980 8565 or Webreg www.ukcows.com

The Telereg system allows you to telephone a Freephone number to register calves and, if you wish, to apply for a passport at the same time. The Webreg system allows you to register your animals via the internet at ukcows.com and, if you wish, apply for a passport at the same time.

Each member is given a unique PIN number which you will be asked for when you call and then a set process is followed, and each stage of the registration will be checked at the same time. A direct debit form must be completed before the PIN number can be issued. A log book is available for each member to help you have the information required for the registrations to hand and will also act as a record of the animals you have registered.

Purchased Stock

If you have bought in any stock whose progeny you will be registering you must ensure that the pedigrees have been transferred into your name, otherwise they will not appear in the list of "calving dams" in your herd.

Pedigree Certificate

The ACS pedigree certificate is a comprehensive document showing three generations of parentage along with milk records, type classifications and breeding values.

Animals eligible for the Ayrshire herd book will have a pedigree number commencing with the breed code 03. Animals eligible for the Red and White section will have a pedigree number commencing with breed code 14.

Whole Herd Grade Up

ACS offers a grading up procedure to enable members with non-pedigree Ayrshire animals to begin the process to becoming pedigree. Only one application will be accepted per member, so it is important that all non-pedigree animals are applied for. The process involves a member of ACS staff visiting the farm and inspecting the animals to check ear tags and also to verify official records. Animals with no family history can also be registered, but will carry a 0% of Ayrshire blood, with the inclusion of a family name, ear tag, line number and date of birth, with a sire if this can be verified. Progeny of these animals can then be registered which will show the percentage of Ayrshire blood of which they carry, e.g. 50%, and entered into either the Ayrshire Herd Book or its supplement the Red and White Register depending on the percentage of Ayrshire blood. At this stage animals can be registered by telephone or the Internet.

Eligibility for Entry into Show Classes

Ayrshire Classes

Animals entered must be registered in the Ayrshire Cattle Society Herd Book and be at least 51% Ayrshire blood/genetics as from 1 January 2016.

If Black and White in colour animals must be registered in the Herd Book's Full Pedigree Ayrshire section.

British Red & White Classes

Any animal registered in the Ayrshire Cattle Society Herd Book but not eligible for the Ayrshire classes. The animals must be red and white in colour.

Official Judging List

Members must qualify at a minimum of two Society judging seminars in the previous four years with a score (currently 75 points) as determined by the Presidents Committee. If two seminars are attended in one year only the higher score will be counted.

If a member qualifies in 2007 and again in 2008 they are on the list as due to retire at the end of 2011 unless they qualify at a seminar in that year, in which case their retiral date will be 2012.

Likewise if they qualify for the first time in 2010 they will need to qualify at another seminar in the next three years to be eligible for the Judges List.

Judging at the seminars consists of two rings of six cows with reason giving on one ring.

To qualify participants must have achieved a minimum average score of 75 % or above from a minimum of two qualifiers (or whatever shall be determined by the Presidents Committee from time to time). Once on the judge's panel they must re qualify within two years post the event or will be removed until they requalify. Any Judge averaging over 80% would need to re qualify within four years.

Reason giving is broken down to: 50% for Accuracy, 25% for Comparison, 25% for delivery - given on one class per seminar.

Reason scores are marked by the Master Judges.

The final score is made up of 50% for the placings, and 50% for the reason giving score.

The scoring for the classes is calculated from the consensus of the placings of 2 nominated Master Judges by the Society judging software.

Master Judges will be given an average score from the top qualifying competitor placings.

Judges on the junior panel qualify in the same way and are scored as above. Junior Judges will remain on the Junior list until they are a full paying adult member. If the junior membership expires and a full adult membership is not taken out, they will be retired from the panel.

Rules for Showing Cattle

The following Rules and Codes govern the showing of dairy cattle at cattle shows or exhibitions.

The purpose of these Rules and Codes is to ensure the fair presentation of animals at shows or exhibitions and that no unfair advantage is obtained by any exhibitor of an animal by improper means and to protect the health and welfare of animals presented at shows and exhibitions.

The Rules and Codes seek to maintain high standards of showmanship of animals with the aim of the promotion of dairy cattle and the interests of the ACS and its membership as a whole.

The Rules and Codes include certain general principles, and the Rules and Codes are to be applied in accordance with their spirit to achieve their underlying purpose.

These Rules and Codes shall apply to all animals being shown or exhibited in classes for animals registered with the Ayrshire Cattle Society of Great Britain and Ireland (ACS).

These Rules and Codes may be varied, extended or replaced from time to time by decision of the Rules & Disciplinary Committee of the ACS, and all such amendments or replacements shall be published by notice in the Society Journal, Society website, or otherwise by general notice to the members.

Should a judge believe that an animal presented before him/her is being shown in contravention of these Rules and Codes, he/she shall refer the matter to the Class Steward on the day who will then proceed according to the relevant Show Society's Rules. Whether or not the case is proven, the judge shall file a report to the Ayrshire Cattle Society, via the President.

Definitions

For the purposes of these Rules and Codes, the following definitions shall apply:

Joint Ownership

ACS pedigree certificates designate a principal owner for animals which are under 'Joint Ownership', while recording the fact that the animal is owned by more than one person or business.

A jointly owned animal may only be exhibited at any Show under the name of one of the joint owners, as entered in the Ayrshire Cattle Society breed classes at the Show. The animal is not eligible for entry in a group or team classes or specials under the name of one of its other joint owners. This shall apply to entries made prior to the show or on the day of competition.

At subsequent Shows, it is perfectly acceptable for the animal to be entered by one of its other joint-owners in the Ayrshire or Red & White classes, although the principle of any animal only being entered at any Show by only one Exhibitor remains.

Exhibitor Bred

An animal is defined as exhibitor-bred when it was born to a dam in the ownership of the exhibitor, or in the case of an embryo transfer to the recipient dam, and in the herd with the same herd prefix as registered in the ACS Herdbook in the name of the owner/exhibitor.

Where progeny are registered as jointly-owned, coming from a dam that is jointly-owned, they can be exhibited as Exhibitor-Bred by any of the joint owners, subject to the rule above which requires that only one owner in any joint-ownership arrangement, may exhibit an animal in question at a Show.

Uniform

ACS uniform is white trousers, blue shirt, Society tie, practical boots or shoes (brown or black). At outside Shows, in bad weather conditions, a Society jacket or fleece or show jacket may also be worn.

Permitted Practices

The following practices are permitted for the purpose of the preparation of an animal for presentation at a show or exhibition: -

The trimming of feet, clipping of hair, the washing of an animal, chalking, oiling of feet and the setting of an animal's top line.

The permitting of an animal's udder to fill naturally with the animal's own milk production for as long as it is deemed necessary to show the udder in its best form.

The enabling of a veterinary surgeon to treat an animal as may be necessary for its welfare. The treatment of an animal with prescribed medications as may be necessary for its welfare, under the supervision of a veterinary surgeon or appointed show steward.

Practices that are not Permitted

The following practices are not permitted for the purpose of the preparation of an animal for presentation at a show or exhibition:-

The infusion or injection of any drugs or any other substance or the insertion of any object into the teats, udder, blood vessels, muscles or under the skin of any animal or otherwise into an animal to restrict the flow of milk.

The setting of the teats of an animal with any form of glue or other setting substance or any other action which alters the natural teat placement of an animal.

The sealing of an animal's teats with any form of glue or other substance which prevents a cow reducing pressure on her udder through natural leakage.

Any surgery to the mammary system of an animal at any time during the life of the animal which is designed to alter its physical attributes, except the removal of supernumerary teats.

Performing surgery of any kind to change the natural contour or appearance of the animal's body, hide or hair. (Not included is the removal of warts, teats and horns, clipping and dressing of hair and trimming of hooves).

Roping udders and the use of objects to improve definition of the suspensory centre ligament physically or balancing the udder by any means other than by leaving naturally produced milk in any or all quarters.

Filling an animal's rumen unnaturally with liquid (tubing).

The attachment of any appliance, electrical or otherwise, to the animal other than for milking.

Administering epidural anaesthesia (blocking tails) and/or applying any irritant either externally or internally to the perineal (rectum and vagina) area.

Inserting foreign material/articles under the skin, into the topline (including hair not attached to its own hair follicle) or on the feet. (Administration of prescribed medicines, and false switches and tails is permitted).

Wrapping hocks or draining fluid from hocks unless authorized by a veterinarian at the show.

Any other inducement, physical interference or other action which would cause an animal to be presented in an unnatural condition and, which in the opinion of the Society or its authorised representatives, might give the exhibitor of the animal an unfair or improper advantage or cause the animal unreasonable distress.

Misrepresenting the age, number of calving's, or ownership of the animal.

Enforcement of Rules

The owner or owners or exhibitors (as the case may be) of an animal shall, on request, allow any qualified representative of the Society or the Show to inspect and take samples from the animal at any time prior to, during, or following any cattle show or other exhibition at which the animal is to be, or has been presented. In particular, the Society's or Show's representative may require an animal to be submitted to a rigorous inspection following the animal's last appearance in the show ring or other exhibition on the particular day. Any animal presented at a show or exhibition in contravention of these Rules shall be withdrawn by the exhibitor or owner(s) upon the request in this behalf of the authorised representatives of the Show or the Society.

The Breed Champion from all shows that qualify for the Haresfoot Vase will be subject to a mandatory DNA parentage analysis and the sample will be collected by a representative appointed by the Presidents Committee. Should a member not comply with this request to carry out a DNA parentage analysis within 60 days of being asked in writing by the Society their membership of the Society will be terminated. The animal registration and its offspring will be held in suspense until analysis is complete. If a member fails to complete the DNA parentage analysis then the animal and its offspring will be removed from the Ayrshire Cattle Society register.

The owner or owners or exhibitors (as the case may be) of an animal shall be responsible for the way in which the animal is presented in the show ring or other exhibition and should ensure that all the owners or exhibitors' employees and/or other assistants prepare the animal in accordance with the practices permitted by these Rules.

Any refusal by an owner or owners or exhibitors (as the case may be) of a request to examine an animal pursuant to section 5 of these rules shall constitute an infringement of these Rules.

Any evidence of an infringement of these Codes and Rules must be reported to the ACS Breed Manager or Show Steward within two hours of the incident being discovered by direct conversation, answerphone message, text or email. The complaint must be followed-up in writing within 30 days of the incident to the Society for consideration as hereafter provided.

If any member is charged with an infringement of these Rules, the Rules & Disciplinary Committee of the Society, or such authorised representatives of the Society as may be determined by the Rules & Disciplinary Committee, shall examine into the subject of the charge and if the Rules & Disciplinary Committee be of the opinion that an infringement of these rules has been sufficiently established, the same shall constitute conduct of the owner or owners or exhibitors which is deemed to be derogatory to the character or prejudicial to the interests of the Society and accordingly, conduct to which the provisions of the Constitution and Rules of the Society shall apply. The Rules & Disciplinary Committee shall therefore, have power to expel from membership, suspend the membership of, fine or censure any member of the Society guilty of a contravention of these Rules in like manner as provided in the Constitution and Rules.

General

In any question as to the interpretation or application of these Rules, the decision of the Rules & Disciplinary Committee shall be final and binding.

In the event that the Rules & Disciplinary Committee decide a violation of the Showing Rules and Codes of Conduct has been made the following guidelines have been recommended by Council with respect to appropriate suspensions as part of disciplinary measures to be imposed in the event of violations of the Rules and Regulations for Showing, these procedures or other applicable Show Rules and Regulations.

Any owner and exhibitor (if different) in breach of these rules on showing (on the report of the Show's Stewards or appointed Veterinary Surgeon, or the Society's Rules & Disciplinary Committee) shall be barred from entering any shows for a period of time which will be communicated at the time of the breach, including acting as a judge, national herd competitions, or competitive Society events run under Ayrshire Society Rules and will also receive on -

1st Offence a written warning and fine 2nd Offence expulsion from the Ayrshire Cattle Society

Judges will need to requalify to rejoin the list of official judges.

Members having paid the annual membership fee to the Ayrshire Cattle Society are deemed to have read, understood and agreed to abide by the above Rules and Codes.

Merit Schemes

Production Awards

Production Awards highlight the cow's ability to earn top milk incomes from a high fat and high protein while calving regularly. The qualification standards are:

Minimum of 680 kg fat and protein in 305 days

Minimum protein in 305 days of 3.40%

Minimum Butterfat in 305 days of 4.0%

Calving interval relating to the qualifying lactation to be not more than 395 days to next calving. The initials SP (Superior Producer) after a qualifying animal's name will be recorded on its pedigree certificate. Where an animal qualifies twice, the initial SP (2) will be recorded etc, etc.

Club Cow Awards

Club Cow Awards recognise long term high production. The Club Cow Awards are namely 60,000 kg Club, 80,000 kg Club, 100,000 kg Club, 120,000 kg Club.

60,000 kg Club – A certificate is awarded to cows producing 60,000 kg of milk in their lifetime to date.

80,000 kg Club – A certificate is awarded to cows producing 80,000 kg of milk in their lifetime to date.

100,000 kg Club – For outstanding cows which have produced 100,000 kg of milk. A special trophy is presented for cows achieving this production.

120,000 kg Club – A certificate is awarded to cows producing 120,000 kg of milk.

All Club Merit Awards will be recorded on the pedigrees containing the animal's name. Details of the cow and production will be printed in the Society Journal.

Production and Club Cow Awards are awarded automatically once signed up for the scheme. Or should be applied for by the registered owner.

Star Brood Cow

To gain one star requires 8 points, with additional stars being accumulated with each additional 8 points.

Type Component

Each progeny of both sexes classified GP earns one point, of which a minimum of three must be female.

Each progeny VG earn two points.

Each progeny classified EX earns three points.

Each progeny classified EX E earns a further one point per (E).

Each son with a type proof 0 - +0.9 earns 1 point (minimum rel. 75%).

Each son with a type proof of +1 - +1.9 earns 2 points (minimum rel. 75%).

Each son with a type proof of +2 and above earns 3 points (minimum rel. 75%).

Production

Three daughters must have a £PLI 50 or above and each daughter with a £PLI 50 or above earns one point.

Each daughter with lifetime production awards earns points as follows:

40,000 kgs earns one point.

60,000 kgs earns two points.

80,000 kgs earns three points

100,000 kgs earns five points.

For every 10,000 kgs over 100,000 gains one extra point.

Each daughter with an SP (Superior Performer award) earns two points.

Each son with a PLI of £50 - £69 earns one point (minimum rel. 75%).

Each son with a PLI of £70 - £99 earns two points (minimum rel. 75%).

Each son with a PLI of £100 and above earns three points (minimum rel. 75%).

If a cow has a daughter who achieves Star Brood status, this would earn 6 points for her dam but this would not count towards the initial Star Brood Status.

Classification

The Society's extensive type classification programme uses the same type description system as used globally and is designed to identify the strengths and weaknesses within your herd both individually and nationally.

The formulation of bull proofs, which play a vital role in the majority of today's dairy farm breeding programmes, depend on a comprehensive classification programme. All first calved heifers must be presented during a classification visit to ensure the accuracy of these proofs.

Eligibility

To be eligible for linear assessment and classification a heifer or cow must:

- a. Be in-milk.
- b. Be registered with the Ayrshire Cattle Society
- c. Have had one or more calves at the time of inspection.
- d. It is possible to linear assess/classify the animal twice in the same lactation providing the inspection takes place during a routine or special TCS visit.

Application

- a. Application must include:
 - (i) All heifers that have calved for the first time since the previous visit.
 - (ii) All first calved animals brought into the herd since the previous visit and not already classified.
 - (iii) Cows already classified that are considered to merit up-pointing.
- b. If additional animals become eligible between the time of application and the classifier's visit, they must be advised to the NBDC or the classifier immediately so that enough time is allocated to the visit
- c. If the herd is kept on more than one farm, application in respect of all eligible animals on all the farms must be made at the same time.

If the routine visit is cancelled please note that there will be no inspections carried out until the next routine visit, unless rescheduled at the time.

Classification Charge

The classification charge will be on a per head basis with all daughters of test bulls being free of charge as long as they are classified in the time scale required by Cattle Services.

If any heifers are withheld from inspection, the classification of animals which were inspected at the time of the herd visit will be cancelled and the fee not refunded.

Inspection

- a. Heifers must be in-milk.
- b. Animals must at all times be presented for inspection in natural condition. Should a field officer be of the opinion that such is not the case he is authorised to refuse to assess or classify the animal and shall submit a written report of the circumstances to the Society.
- c. The member or his representative must be present at the time of inspection, and the animals readily available for the field officer at the premises stated in the application. They must not be loose in fields. Inspections will be carried out only on hard standings.
- d. Animals will be identified by the official ear tag or the registration number. If the registration certificate is not available for this purpose, or the animal cannot be identified from the registration certificate, the field officer will record the official ear tag number for later identification.
- e. The current monthly recording statements must be available for inspection by the classifier.
- f. After inspection a copy of the classifier's report on each animal will be issued on the farm, and the registration certificate endorsed.
- g. The decision of the classifier is final. An animal can be reassessed at any subsequent routine inspection.

General

A computer print-out summary of assessments and classification scores awarded by the field officer will be issued to the member. Special Visits may be in accordance with the Rules and Regulations of the Society. Fees applicable to the Linear Assessment/ Classification Scheme are as published in the Journal.

Excellent Class Only

A cow must have had 3 calves before she is eligible for Excellent and the following conditions will apply. 3rd calvers must score a minimum of 90 for udder and the maximum overall score will be EX93. The maximum score for a 4th calver will be EX94. The maximum score for a 5th calver will be EX95. To classify 96 and above, the animal must have had 6 calving's. She will not be made EX if DRY or in an ADVANCED stage of lactation. However, cows at the end of their third or later lactation can be presented at a routine visit and a special inspection after her next calving may be recommended by the field officer. The decision as to reinspection will rest solely with the field officer, and a special visit fee will be payable if a cow is to be re-inspected for 'Possible Excellent'.

Excellent scores will be shown thus- EX90(3) with the figures in brackets denoting the number of times that EX has been awarded.

Bull Classification Regulations

Bulls of 15 months and upwards will be eligible for classification. A bull cannot be EX until 2 years of age or older.

TCS Pointing System

Cow Classific	cation		Heifer Classi	fication
100 - 90	Excellent	(EX)	89 - 85	VG Minimum VG legs & udders
89 - 85	Very Good	(VG)	84 - 80	GP
84 - 80	Good Plus	(GP)	79 - 75	G
79 - 75	Good	(G)	74 - 65	F
74 - 65	Fair	(F)	64 - 40	P
64 - 40	Poor	(P)		

A cow that has been classified cannot be down-pointed at any subsequent inspection; however, she can be up-pointed. The member has the option to present the registration certificate to the field officer before or immediately after the inspection of the animal

Ayrshire Complete

To be eligible for Ayrshire complete members must record with CIS or Dale Farm Cooperative, have completed and signed an application form and have all animals registered with ACS. Ayrshire complete will renew automatically following the first 12 month contract.

If a member withdraws from the Ayrshire Complete service ACS have the right to reclaim any excessive registration fees.

All animals must be registered before joining Ayrshire Complete.

Members subscribing to Ayrshire Complete have access to:

Free female registrations (under 90 days)

Two type classification visits per year included.

Young Breeders

Membership

Junior Membership shall fall into two categories — **Junior** Membership for any member under the age of twenty-six who wishes to hold a prefix and register animals — a membership fee will be payable. **Social Junior** Membership for any individual under the age of twenty-six who has an interest in the breed and wishes to be a social member and to compete in Young Members' Competitions. This membership will be free.

Hugh Stevenson Competition

The Hugh Stevenson Trophy is presented annually to the young member gaining the most points from various activities carried out during the Annual Young Members' Gathering in April.

Eligibility

The Hugh Stevenson Award and Memorial Trophy are given to the Young Member aged between 17 years and 26 years who achieves the highest points score in the Competitions held at the Annual Young Members' Gathering.

Members under 17 years will compete for the John Cochrane Trophy under the same competition guidelines.

These competitions consist of the following -

Sire Selection

Contestants have to use their skill and knowledge to find the best mating for the two cows put before them. They are supplied with the pedigree and the type and production records of each animal and the choice of three potential mating sires, again with type and production records for the sires being supplied. They then have to complete a sheet for each cow explaining their reasons for choosing that sire.

Showmanship and Handling

Contestants are split into three/four classes depending on numbers and their age, starting with the eldest group and finishing with the youngest, thereby enabling the younger inexperienced contestants to learn from the more experienced. Calves are allocated according to the experience and stature of the contestants.

Clipping and Animal Preparation

Contestants are split into two groups, **Clippers** and **Holders**, with the holders coming from either young members who do not want to clip or adults who are in attendance. Points are given for both. While the competition is in progress, very young members are given the opportunity to try their hand at clipping under adult supervision.

Stockjudging and Reason Giving

Contestants are asked to place two classes consisting of six animals in each with each contestant having to give **Reasons** on one of the classes depending on their allocation. Any inexperienced member can ask to give their reasons for their placings in their class to the judge in private if they so wish. Points are awarded for both **Judging** and **Reason Giving.** The **Coronation Trophy** is awarded to the member with the highest aggregate score in the competition, while the **Darland Trophy** is awarded to the highest scoring team of two members from the same club or area.

Scoring

In the Sire Selection, the Showmanship and Handling, the Clipping and Presentation and the Stockjudging and Reason Giving Competitions, points are awarded as follows.

The winner scores 20 points, the second 18 points, the third 16 points and so on, decreasing by 2 points for every lower place until 10 points. **NB**. All members taking part and not in the prize list is awarded 8 points for competing.

Members who competed as **Holders** in the **Clipping** are scored in the same manner, with the winner scoring 15 points, the second 13 points and so on with those not in the prize list being awarded 5 points for competing.

The Young Member aged 17 years and above with the highest aggregate score over all four competitions, will be the winner. In the event of a tie, the member adjudged to have contributed the most to the success of the Young Members Gathering will be the winner. Young Members, who have won the Hugh Stevenson Competition previously, can compete but will not be eligible for the Hugh Stevenson Award.

All Britain All Breeds Calf Show

Each entrant must be a registered member with the Ayrshire Cattle Society.

Registration certificates must be brought to the event and will be checked by the stewards.

Qualification for entry Showmanship Classes

Class 1	Junior	12 years of age and under on 1st January
Class 2	Intermediate	aged between 13 and 15 years on 1st January
Class 3	Senior	aged between 16 and 20 years on 1st January
Class 4	Mature	aged between 21 and 26 years on 1st January

Calf Classes

Class 5	born on or after 1st February
Class 6	born between 1st December and 31st January
Class 7	born between 1st October and 30th November
Class 8	born between 1st August and 30th September
Class 9	born between 1st June and 31st July
Class 10	born between 1st April and 31st May

All Britain & Ireland Photographic Competition

The Society runs an annual photographic competition which is usually judged in March with the winners announced and prizes awarded at the Annual General Meeting in May.

To be eligible for entry the animal must be registered with and owned by a member of The Ayrshire Cattle Society of Great Britain and Ireland and be of at least 51% Ayrshire blood, with the exception of the Red and White Class when an animal will have less than 51% Ayrshire blood.

It is the responsibility of the owner/exhibitor to enter the animal into the competition by the closing date. No late entries will be accepted.

It is the responsibility of the owner/exhibitor to enter the animal into the correct class of the competition. Exhibits entered into the wrong class will be disqualified. Animals may be entered in more than one class if condition of entry allows.

Printed photographs or high-resolution jpeg files will be accepted and must have been taken during the qualifying year's show season. Handlers of animals in pictures will be faded out where possible for the judging of the competition.

Any animal that has been disqualified from a show during the current year for breaking rules will not be eligible for that year's Photographic Competition.

Judges may vote in classes where they have bred animals or been involved in their ownership, but points awarded for them will be discarded.

The competition will be judged by Ayrshire Cattle Society official qualified judges who will select their top three in each class. Points will be awarded as follows: 1st place 3 points; 2nd place 2 points; 3rd place 1 point. The animal with the most points in each class will be the winner of that class. In the event of a tie-on points, the animal receiving the most 1st place votes will be considered the winner.

The Society reserves the right to withhold entries from the competition which are considered poor quality photographs. Owners should note that no matter how well an animal did in the show ring, poor photographs will accomplish very little. In particular, in milk animals should be pictured in full milk.

Classes in competition

6-12 months 12-18 months 18-24 months 2 years old in milk 3 years old in milk 4 years old in milk 6 & 7-year-old in milk 8 years and over in milk

British Red & White - Entries under 51% Ayrshire

Heifer in Milk Cow in Milk

Scenic Shot

Amateur

Any un-haltered individual animal taken by an Amateur photographer.

Premier Breeder Exhibitor Awards

The **Haresfoot Vase** will be presented each year at the Society's Annual Conference to the exhibitor gaining the most points for winning at the qualifying shows listed below: Animals in joint ownership will be pointed as such and not to an individual exhibitor within the ownership.

Scotland - Royal Highland Show and Agriscot
Northern Ireland - Balmoral and Ulster Winter Fair
Wales - Royal Welsh and Welsh Dairy Show
Northern England - Dairy Expo and Great Yorkshire
Midlands - UK Dairy Day and Cheshire

South West — South West Dairy Show and Royal Cornwall

South East - South of England and Royal Norfolk

Others - All Breeds Calf Show

The points system is as follows for Ayrshire and Red & White Classes:

Breed Champion 10 points Class Points

Reserve Champion8 pointsFirst5 pointsInterbreed Dairy Champion10 pointsSecond3 pointsReserve Interbreed Champion8 pointsThird1 point

Pairs and group classes do not qualify.

Chris Window Memorial Trophy is awarded at the Ayrshire National Show each year to the exhibitor gaining the most points. Animals in joint ownership will be pointed as such and not to an individual exhibitor within the ownership.

Class and group points

Breed Champion 10 points First 5 points Reserve Champion 8 points Second 3 Points

Personal Awards

Lifetime Achievement/Outstanding Service Awards

The Trustees will present an award to a person or persons who have given outstanding service or promotion to the Ayrshire Breed.

This award is presented to a farmer, herdsman or any other person involved with the Ayrshire Breed. The recipient will have at least 20 years' service to the Breed.

The persons to be nominated by a member of the Ayrshire Cattle Society. Nominations to be presented at the first Ayrshire Society Presidents meeting of the year. Approval of nomination(s) will be confirmed by the Presidents Committee and the award to be presented during that year at a major event.

Sales

The Society recommends that all sale catalogues show the percentage of Ayrshire blood/genetics.

Auction Sale Rules

The following Rules are for the use of members of the Ayrshire Cattle Society (the "Society") who may wish to adopt them and are applicable to Sales of Ayrshire Cattle by Auction. It is a condition of the authority given by the Society for the use of these Rules by any Member for any Sale, that the Member shall before the sale deliver to the Secretary for the time being of the Society or to the Auctioneer on behalf of the Society, an Agreement in writing signed by the Member in the form prescribed by the Society. The Agreement may be obtained on application to the Secretary or to the Auctioneer.

Auctioneers committing or willfully permitting a breach of the Rules shall be disqualified from holding Auctions under the Rules, unless and until the Trustees of the Society shall determine otherwise. Certain of the Rules and/or conditions cannot be applied to sales or transfers of cattle out of England, Scotland and Wales. For any sales out of these countries to Northern Ireland, or any other country the export conditions printed at the end of these Rules shall apply.

These Rules may also be used by members in Northern Ireland for sale or transfer within such country but subject to any other conditions that may arise from animals being sold to a buyer outside the borders of either of these countries.

In these Rules, "Society" shall mean The Ayrshire Cattle Society of Great Britain and Ireland.

Rules

These Rules shall form the basis of the contract between the Vendor and the Purchaser and from the said contract all conditions and warranties implied under the Sale of Goods Act 1979 or any other statutory enactment or implied by any law or custom are expressly excluded subject to the Unfair Contract Terms Act 1977 or any statutory re-enactment or modification thereof. These terms may not be varied in any way except by an announcement by the Auctioneers before or at the time of the sale. Apart from such announcement, no servant or agent of the Vendor has authority to make any representation waiver or variation of or inconsistent with any of the terms herein contained nor is such person authorised to make any collateral contract or other arrangement to which these terms may not apply. Any such announcements made by the Auctioneers shall be conspicuously displayed in writing at the place of action pursuant to condition 25 hereof. 1. The Advertisements and Catalogues of Sale shall state plainly that the sale is to be held under the Auction Sale Rules of the Society which shall be printed in full in the catalogue of sale or follow all the options:-

- (a) To prominently draw attention to the application of the rules (referring to the correct current edition) in the sale catalogue by a printed notice to this effect on the catalogue itself;
- (b) To display copies of the rules prominently around the auction mart;
- (c) To have copies available for persons attending auction; and
- (d) For Auctioneers to expressly refer to the rules as governing the auction and the terms of the sale at the commencement of the auction. These guidelines are cumulative they should all be complied with.
- 2. An animal at a private sale (as distinct from a collective sale) must be offered for unreserved sale unless it is plainly stated in the catalogue of sale with a capital 'R' as being offered subject to a reserve, upset or minimum price or in the opinion of the Auctioneers any unforeseen occurrence may temporarily affect the value of the animal at the time of the sale, in which case

the Vendor may fix a reserve, upset or minimum price to be announced by the Auctioneers at the time of the sale. Where an animal is stated in the catalogue as being offered subject to a reserve such reserve shall be handed to the Auctioneers in writing prior to the commencement of the sale. At collective sales (advertised or held out as such) any reserve prices must be handed to the Auctioneers before or at the time the animal to which the reserve applies enters the ring. The fact that there is a reserve is to be announced by the Auctioneers at the time of sale, but the reserve will not be announced. The sale of an animal privately prior to the Auction is not permitted; nor shall a right to bid be reserved expressly by or on behalf of the Vendor, except through the Auctioneers as indicated above. All sales following the Auction must be booked with the Auctioneers.

- 3. If at any time within three months following the sale, any animal offered and bid for at the sale and not offered subject to a reserve upset or minimum price, shall be upon the Vendor's premises or exhibited at any show in his name, except for good reasons to be established to the satisfaction of and by the Trustees of the Society, the fact shall be deemed conclusive evidence that the Vendor has committed a breach of these Rules.
- 4. The Vendor shall not withdraw from sale any animal catalogued for sale, except for good reason to be established to the satisfaction of and approved by the Trustees of the Society or by the Auctioneers acting for the Trustees of the Society.
- 5. The name and address of the Vendor (or if animals of more than one Vendor are included in the sale, the name and address of each Vendor are included in the sale, the name and address of each Vendor, together with a clear indication of which lots in the catalogue belong to each Vendor) shall in each case be distinctly printed in the catalogue.
- 6. In all particulars of animals to be sold, the date of the previous calving and the date of the last service shall be stated except in the case of a heifer carrying her first calf, when the last service date shall be stated, either in the catalogue or by the Auctioneers at the time of sale. In the event of an animal having been served by two or more bulls or by the same bull at different heat periods, the names of all such bulls and dates of service shall be given. Where a cow or heifer has been running with a bull the dates of commencement and termination of the running periods must be stated.

Note:- If there is an interval of less than three weeks between running periods with different bulls or between a running period and an individual service or insemination by different bulls, or between individual services and/or insemination by different bulls, Vendors should arrange through the Society that all the bulls involved are blood typed at the time of use. This ensures that in the event of any question as to the identity of the sire or any calf being raised after the sale, any necessary DNA check can be arranged by the Society on the Purchaser's behalf but at the expense of the Vendor.

7. In the event of any freshly calved cow or heifer not having satisfactorily cleansed prior to being offered for sale, the fact must be notified to and announced by the Auctioneers. If not so notified and it is found subsequently that an animal has not properly cleansed, the responsibility will rest with the Vendor. Any claim must be accompanied by a Veterinary Surgeon's certificate and must be lodged with the Auctioneers within 72 hours from noon on the day of the sale and the Vendor must be notified immediately.

If a claim is substantiated, the sale of the animal may be cancelled and the Vendors will be responsible for veterinary expenses and transport charges on the return of the animal.

8. If any animal offered had been vaccinated for IBR, Lepto or BVD such vaccination must be stated in the catalogue.

9. Breeding Guarantees:-

(a) (i) All cows and heifers that are stated in the catalogue of sale to have been served not less than ten weeks before the date of sale, or to have been running with a bull between dates (the later of which is not less than ten weeks before the date of sale) will be guaranteed by the Vendor to be in calf either to the date or one of the dates of service if more than one is stated, or to a service between stated running dates and to the bull stated in the catalogue of sale unless any alteration is announced by the Auctioneers at the time of the sale.

Should any animal prove not to be in calf, any claim under this guarantee must be made to the Auctioneer in writing within 7 weeks of the date of sale. Should any animal which is declared to be in calf prove not to be in calf to the date or one of the dates of service or to some date within the running period or periods or to the bull stated as above any claim must similarly be made immediately any evidence in support of such a claim is available and in any case not later than 28 days after the date on which the animal was due to calve according to the date or dates stated in the catalogue of sale.

Any cow sold as unserved since last calving; or heifer sold as unserved, shall be so guaranteed by the Vendor and notice of any claim under this last mentioned guarantee must be given to the Auctioneers in writing immediately any evidence is available and in any case not later than fifteen weeks from the date of sale.

The Vendor may withdraw any guarantee under this paragraph concerning any cow or heifer by giving notice in writing to the Auctioneers at least one hour prior to the advertised time of commencement of the sale, and causing an announcement of such withdrawal to be made by the Auctioneers at or before the sale of the animal. If a disagreement shall arise between a Vendor and a Purchaser as to whether a guarantee under this paragraph has been given or withdrawn or whether any such guarantee so given has been broken or as to the amount which the Purchaser is entitled to recover as a result of a breach of any such guarantee, then failing a settlement by the parties between themselves the dispute may, by mutual consent of the parties, be referred to the Society for determination and the Society may thereupon (but shall not be bound to) arbitrate upon such dispute and if it awards in favour of the Purchaser, the provisions of paragraph (c) hereof shall have effect.

Note: In the above context, "served" and "service" include artificial insemination.

- (a) (ii) Purchasers of maiden heifers found to be freemartins (a freemartin being an animal which is incapable of breeding) shall be entitled to a refund of the purchase price thereof plus the cost of keep of the animals, £2.00 per day to a maximum of £400.00 and other costs incurred, less the slaughter price obtained for the animal (if applicable). Claims by the purchasers of a freemartin must be supported by a certificate confirming the status of the animal as a freemartin issued by a duly qualified veterinary surgeon and the animal must be at least six months of age at the time of examination by the examining veterinarian. The examination should be conducted no later than 9 months from the date of the purchase of the animal. A blood sample and DNA test taken at any age is an alternative to a physical examination and will determine if an animal is a freemartin.
- (b) The Vendor guarantees that any bull sold which on the day of sale is twelve months old or over shall within six months of the date of sale if given full and sufficient opportunity to demonstrate that it is capable of getting stock by natural service and any bull aged between eight and twelve months of age on the day of sale shall be similarly guaranteed up to the age of fifteen months. Where a bull is required to undergo a period of isolation under a Veterinary Testing Scheme or for export the guarantee period shall not commence until the day following

the expiry of the isolation period and shall be of six months duration or until the bull is aged fifteen months whichever period is the longer. Provided that this guarantee shall not be broken if the bull fails to demonstrate his capacity as aforesaid but his failure is due to the fact that the Purchaser's cows and heifers are not in normal breeding state or are otherwise responsible for such failure or if it is owing to some injury sustained or illness contracted by the bull after the sale or if the Purchaser has not applied in respect of it the principles of good husbandry and management. A Purchaser who claims that there is a breach of this guarantee shall within 1 week after the end of the guarantee period give notice in writing of his claim to the Auctioneers. If such claim is disputed by the Vendor then failing a settlement between themselves the parties may mutually agree upon the appointment of a Veterinary Surgeon to examine the bull and the Purchaser's cows and heifers. If after such examination the Veterinary Surgeon appointed declares the bull to be ineffective he shall state his reasons for such declaration and shall further state (a) whether he has examined the Purchaser's cow and heifers and (if so) that he has found them in normal breeding state and that they are not responsible for the bull's incapacity and (b) whether the bull's incapacity is due to injury or illness contacted since its purchase. Should the parties after receiving the report of a Veterinary Surgeon so appointed still be in disagreement as to the existence of the alleged breach of guarantee or as to the amount which the Purchaser is entitled to recover as the result thereof, or should the parties fail to agree upon the appointment of a Veterinary Surgeon then (provided always that notice of the Purchaser's claim shall have been duly given to the Auctioneer as and within the time hereinbefore specified), the parties may by mutual consent in writing to the Society within 1 month after the end of guarantee period submit the dispute to the Society for arbitration and the Society shall arbitrate upon such dispute and if it awards in favour of the Purchaser the provisions of paragraph (c) hereof shall have effect. For the purpose of any such arbitration the Society may appoint a Veterinary Surgeon to examine the bull, or may institute such other inquiries as it may reasonably think necessary and both parties shall afford all reasonable facilities for such examination and inquiries. If the Purchaser fails within such time as the Society prescribes without reasonable excuse to afford such facilities he shall forfeit all claims of any kind put forward by him in the arbitration and if the Vendor fails within such time and without reasonable excuse to afford such facilities, he shall be taken to arbitration and if the Vendor fails within such time and without reasonable excuse to afford such facilities, he shall be taken to admit the Purchaser's claim in the arbitration and the Society shall award accordingly.

Note: Whilst it is stated that a Purchaser who claims that there is a breach of this guarantee shall within one week after the end of the guarantee period give notice in writing, it is expected that where a Purchaser finds apparent evidence of a bull's incapacity before that date he will communicate with the Vendor either directly or through the Auctioneers. Such earlier notification to the Vendor does not, however, absolve the Purchaser from fulfilling the condition that the bull must be given full and sufficient opportunity within the guarantee period, unless the reasons for incapacity are such as to cause the Vendor to meet the claim without further trial of the bull concerned.

(c) If the Society at an arbitration under paragraph (a) or (b) hereof awards in favour of the Purchaser, the Vendor shall have the option (to be exercised by notice in writing to the Society within 7 days after receipt of written notification of the award from the Society) to require the Purchaser to return the animal (together, in the case of a cow or heifer, with any calf which shall have been dropped by the animal since the date of the sale) and the Purchaser shall in any such case comply with such requirement and shall on so doing be entitled to recover from the Vendor the amount of the purchase money together with a further sum (to be assessed by the Society at the arbitration) as compensation for all costs of keep, carriage charges and insurance incurred by the Purchaser in relation to the animal. If the Vendor does not exercise the option, the Purchaser shall retain the animal (including any such calf as aforesaid) and shall be entitled

to recover from the Vendor in full satisfaction of the said claim an amount to be assessed by the Society at the arbitration.

- (d) If the breeding guarantee under Rule (b) is withdrawn from a bull, that bull will not be eligible for sale under these Rules.
- 10. (a) Udders Warranted Unless otherwise stated or announced, any cow in calf or in milk or any heifer in milk at the time of sale shall carry a guarantee that she is sound in udder and teats at the time of sale but no claim under such guarantee can be entertained unless made to the Auctioneers by 12.00 noon on the day following the sale for a cow in milk or within two hours following the close of the sale for a dry cow. If the Auctioneers are satisfied that the udder is not sound in all respects, the sale of the animal must be cancelled. Note: At Herd Dispersal or Breeders' Home Sales, the Vendor must provide adequate facilities for udders to be inspected and for adequate milking facilities to be available for the purchaser in accordance with the warranty.
- (b) The most recent cumulative somatic cell count for the current lactation and the total cumulative somatic cell count for the last lactation must be included in the sale catalogue.
- 11. (a) Any figures appearing in the catalogue in respect milk or butterfat and protein yields must be official and must be in respect of lactation periods of not more than 305 days (except in connection with imported animals or where such figures are not available).
- (b) Yields quoted for any female recorded in the UK must include age at calving in years/months.

Note: Only milk records obtained from ICAR (International Committee for Animal Recording) approved milk recording systems will be regarded as official.

- (c) The usual milking frequency of the herd, i.e. twice a day or three times a day milking, must be stated in the foreword to the catalogue, except for collective sales when this may be omitted. Details of milking frequency, where appropriate, of all females offered for sale must be announced by the Auctioneer as each animal enters the sale ring.
- (d) Predicted Transmitting Ability (PTA) details or Pedigree Index details appearing in the catalogue in respect of both males and females must state the most recent indices available from the Society. These details must include milk, fat, protein, fat percent, protein percent, percent reliability, month and year of calculation and source and, for bulls only, the percentage of daughters in Herds 1 and 2. For foreign animals appearing without a UK proof and where the latest proof is available from the country of origin, this proof must be converted using the relevant Interbull conversion formula stating month and year of calculation and source.
- (e) For animals put forward for sale all completed milk yields over 200 days are to be shown. 12. Any animal entered for sale, which is a twin, or one of a multiple birth must be so described in the catalogue. If it is a twin, this description shall state whether it is twin to a bull or a heifer and if it is one of a multiple birth, this description shall state the sex of the other calves. A female that is twin with a bull or is one of a multiple birth which includes a bull calf, cannot be entered for sale until she has produced a calf except in the case of a dispersal sale, when such animals may be offered for sale providing a full declaration as to the facts hereinbefore referred to is made at the time of sale by the Auctioneers or is inserted in the catalogue.
- 13. In the event of a female carrying a transferred embryo being offered for sale, the ET1 number and the number of embryos collected at the same time as that carried by the female entered for sale must be stated in the catalogue. If a female offered for sale has been used as an embryo donor, the fact that she has been flushed must be indicated in the catalogue by the word "flushed" and the sale catalogue must also contain a clear statement of the number of embryos

collected up to the time of the donor being offered for sale and whether each embryo is being sold separately. Any lots of embryos offered for sale must have their ET1 number stated.

- 14. If an animal offered for sale has been inspected under the Society Type Classification scheme then the most recent classification must be stated in the catalogue of sale. For other animals in the pedigree the classification should be included in the catalogue of sale if available.
- 15. The vendor of an animal shall disclose to the Auctioneers in advance of the sale the fact as to whether the animal has been subject to any surgical operations, except the removal of supernumerary teats, and the nature of such operations.

All vaccinations and any known incidents of current clinical disease should be declared. Such disclosure shall in turn be brought to the attention of the bidders at the time of the sale of the animal. If no disclosure is made and upon examination of the animal following its sale, it is discovered that the animal has been the subject of a surgical operation, then subject to the following limitation of time, the Purchaser shall have the right to cancel the sale and obtain repayment of the purchase price plus veterinary examination costs. Any such examination must be made within a period of two weeks of the time of sale of the animal. The Purchaser shall only be entitled to cancel the sale and seek a refund if during that two week period upon ascertaining that the animal was subject to a surgical operation, the Purchaser has informed the Auctioneer and sought such cancellation and also provided a veterinary certificate confirming a surgical operation has been performed.

16. The following practices or procedures are unacceptable in the Auction of registered dairy cattle:

The infusion or injection of any drugs or any other substance or the insertion of any object into the teats, udder, blood vessels, muscles or under the skin of any animal or otherwise into an animal to restrict the flow of milk.

The setting of the teats of an animal with any form of glue or other setting substance or any other action which alters the natural teat placement of an animal.

The sealing of an animal's teats with any form of glue or other substance which prevents a cow reducing pressure on her udder through natural leakage.

Any surgery to the mammary system of an animal at any time during the life of the animal which is designed to alter its physical attributes, except the removal of supernumerary teats.

Performing surgery of any kind to change the natural contour or appearance of the animal's body, hide or hair. (Not included is the removal of warts, teats and horns, clipping and dressing of hair and trimming of hooves).

Roping udders and the use of objects to improve definition of the suspensory centre ligament physically or balancing the udder by any means other than by leaving naturally produced milk in any or all quarters.

Filling an animal's rumen unnaturally with liquid (tubing).

The attachment of any appliance, electrical or otherwise, to the animal other than for milking.

Administering epidural anaesthesia (blocking tails) and/or applying any irritant either externally or internally to the perineal (rectum and vagina) area.

Inserting foreign material/articles under the skin, into the topline (including hair not attached to its own hair follicle) or on the feet. (Administration of prescribed medicines, and false switches and tails is permitted).

Wrapping hocks or draining fluid from hocks unless authorized by a veterinarian at the show.

Any other inducement, physical interference or other action which would cause an animal to be presented in an unnatural condition and, which in the opinion of the Society or its authorised representatives, might give the exhibitor of the animal an unfair or improper advantage or cause the animal unreasonable distress.

Misrepresenting the age, number of calving's, or ownership of the animal.

- 16. Only animals entered in the Society's Herd Book or calves under 3 months old eligible for entry may be offered for sale under these Rules.
- 17. (a) If a bull from which semen has been stored is offered for sale, it must be stated in the sale catalogue whether the semen so stored is to pass with the bull to be sold as part of this or any future sale or whether it is to be retained by the vendor. If semen is retained the transfer certificate of the bull must be marked "semen retained". Breeder guarantees shall not apply to sales of stored semen.
- (b) It should also be clearly stated in the sale catalogue where semen straws of any bull are to be sold as part of this or any future sale whether each straw of semen is being sold separately.
- 18. If a sale is stated to be a Dispersal Sale, or advertised as such, or to the effect that the entire herd is to be disposed of at the sale, every registered animal in the Vendor's herd is to be disposed of at the sale except under special circumstances which must be stated in detail before the sale and which must be approved by the Trustees of the Society, or by the Auctioneers acting for the Society.

A Dispersal Sale must include all embryos flushed from cows registered as the property of the Vendor (and alive at the time of the sale), whether frozen or implanted into recipient animals, but the sale of such embryos shall not be held to be subject to these Rules.

- 19. Where a sale is held under these Rules the Auctioneers may retain five per cent of the sale proceeds as a bond to cover any disputes relating to the Auction Sale Rules, which arise between the Vendor and the Purchaser subsequent to the sale. The bond will be retained on deposit with a national clearing bank by the Auctioneers for four months from the date of the sale, after which in the absence of any dispute, it will be returned to the Vendor together with accrued interest actually earned thereon. The Auctioneers will be under no obligation to maximise interest payments on the deposited amount so long as it is deposited in an interest-bearing account with a national clearing bank.
- 20. All statements made in the catalogue must be the entire responsibility of the vendor. In particular, the Vendor shall guarantee
- (a) The correctness of the pedigrees included in the catalogue of sale in every respect, and

- (b) that the Vendor is the sole owner of and has the unencumbered right to sell any animal offered for sale, including that at the time of the auction there are no outstanding loans, hire purchase or other financial arrangements in respect of such animal.
- 21. (a) In the case of all registered animals offered for sale, the registration certificate issued by the Society must be handed over to the Auctioneers. The Auctioneers are requested to submit a marked catalogue showing the highest bidding for each registered animal sold with the full name and address of the Purchaser and full details of any addition, amendment or correction in connection with details printed in the catalogue. Registration certificates will be endorsed by the Auctioneers and given direct to the Purchaser at the time of sale. All transfers will be effected from the marked catalogue.
- (b) In the case of a calf sold under these Rules for which application for registration has been made but for which the registration certificate has not been received by the Vendor prior to the sale, when received the registration certificate must be sent to the Auctioneers for completion of the transfer details and transmission to the Purchaser. The Vendor undertakes to register with the Society, at his own expense, any unregistered calf sold and eligible for such entry.
- 22. If the Vendor shall commit or knowingly suffer any breach of these Rules, he shall be deemed guilty of conduct derogatory to the character and prejudicial to the interest of the Society and shall render himself liable to penalty under the Society's Disciplinary Rules and shall indemnify the Society and the Auctioneers in respect of all and any loss or damage caused by the Vendor's breach of these Rules.
- 23. In the question as to the interpretation of any of these Rules, the decision of the Society shall be final and binding.
- 24. In the case of a dispute arising out of any sale under these Rules between the Vendor and the Purchaser the parties may by mutual agreement select an arbitrator to so arbitrate or may together instruct the Society to appoint an independent arbitrator. The Society may (but subject to Rule 9(b) shall not be obliged to) arbitrate on any dispute arising out of any sale under these Rules, which shall be submitted to the Society for arbitration by the parties thereto and the Society's award shall be final and binding.
- 25. Any general announcements made by the Auctioneers in any way affecting these Rules or the animals to be sold shall also be conspicuously displayed in writing. Any such announcement shall take precedence over statements printed in the catalogue.
- 26. Export If any animal is sold to a Purchaser resident in any country whose import regulations require that the animal shall pass certain tests before importation and/or that certain conditions be fulfilled and the Vendor has indicated his agreement to such tests and/or conditions in an undertaking given prior to the sale, then at the fall of the hammer the animal shall be at the Purchaser's risk and expense, including cost of keep which should be agreed by the Vendor and potential Purchaser prior to the sale to a maximum of £3 per day, except that if between the date of the sale and the departure from the quarantine station within the country in which the sale was conducted or, if there is no quarantine requirement, between the date of sale and date of shipment from the farm, the animal shall fail to pass any of the required tests, or shall otherwise fail to fulfil any of the conditions of import as covered by the undertaking given prior to the sale, the sale may be cancelled at the Purchaser's option and the sale price refunded. In the event of the Purchaser exercising his option to cancel the sale, the fact must be notified in writing to the Vendor and from the date of receipt of such notice, the risk and expense of the

animal shall revert to the Vendor. In the event of the Purchaser exercising his option to cancel the sale, the fact must be notified in writing to the Vendor and from the date of receipt of such notice the risk and expense of the animal shall revert to the Vendor. In any case where an animal is sold under this agreement the Auctioneers shall retain the purchase price until such time as all the conditions of sale are fulfilled and the animal(s) are shipped. No animal(s) shall be shipped until the purchase money has been lodged with the Auctioneers.

Note: In the interpretation of this condition such risks as accident or death attach to the Purchaser but if one of the conditions of the importing country is that there should be a period of quarantine, then the contraction of any disease which becomes apparent during that period and which prevents export will be a Vendor's risk, i.e. the Purchaser may cancel the sale if the disease is such as to prevent the import of the animal according to the regulations of the importing country.

- 27. (a) Time shall be of the essence in all conditions in which a time limit is prescribed.
- (b) Where the time limit prescribed for some act to be done expires on a Sunday, bank holiday or public holiday, it shall be sufficient if the act is done on the day following such Sunday, bank holiday or public holiday.
- 28. Upon breach of any Breeding Guarantee contained in these Rules, the Purchaser shall have the right to return the animal, if legally possible, and recover the following expenses from the Vendor:-
- (a) Purchase money or such part of it as he has paid.
- (b) Interest thereon calculated at a daily rate of (2%) above the base rate of (Bank of England) from time to time from the date of purchase.
- (c) Expense of transporting the animal from and to the Vendor's premises.
- (d) Reasonable cost of foodstuffs and other expenses necessarily incurred by the Purchaser in the keep of the animal.
- (e) Insurance from the date of purchase.
- (f) Any reasonable expenses incurred by the Purchasers in investigating the animal's fertility and making a claim under these conditions.
- NB. The Purchaser shall have no right to claim damages from the Vendor in respect of (i) any indirect or consequential loss such as (but not limited to) loss of profit, or (ii) any other loss whatsoever.
- 29. The losing party in any arbitration (unless or except in as far as the Society otherwise decides) shall pay the Society's costs of the arbitration including the fees and expenses of any person appointed by the Society and the cost of any inquiries which the Society may incur there under.

Rules and Discipline

Any Member who shall fail in the due observance of any Rule, Regulation or Bye-Law made by the Society, or who shall make or sign a false declaration regarding a pedigree for registration or who furnishes false or inaccurate particulars with reference to the pedigree or identity of any animal, or to the entry of any animal in the current Registration System or to the notification of the birth of any animal, or to the milk, butterfat or protein yield or other composition of the milk of any cow or heifer, or who causes or permits another person to do so, or who makes or publishes or causes to be made or published any misrepresentations of wrongous statement of and concerning any animal, or of and in regard to any transaction for the sale or purchase of any animal or who, either by himself or by a member of his/her family or by any servant or agent, infringes the Rules and Regulations of any Competition in which Ayrshire cattle are exhibited or taking part either among themselves or along with other breeds of cattle, or whose act or conduct in any other respect shall be, in the opinion of the Council, discreditable or injurious to the interests of the Society or to those interested in Ayrshire cattle, may, on information laid and proved to the satisfaction of the Council, be expelled by the Council or suspended by it for a time from the Membership of the Society or may have his/her or her case disposed of by fine or otherwise as the Council, whose decision shall be final, may determine all to the exclusion of any Court of Law. The Council shall have power to remove or cancel such Expulsion or Suspension or other decision under this Rule.

The Council shall be at liberty to include reports made to them by any officer of the DEFRA or any other Government body, any Milk Record Authority, Milk Marketing Organisation, or any other relevant body among the sources of information, as to any suspected failure by a member in the observance of any Rule, Regulation or Bye-Law made by the Council.

The Council shall, annually, at their first Meeting following the Annual General Meeting, elect a Rules and Discipline Committee from Members of the Society, whose duty it will be to receive and determine on behalf of Council, all complaints from any source whatever under Rule 7 of the Society Constitution and said Committee shall be vested with all powers necessary to investigate such complaint and, should said Committee consider that there is a prima facie case, they shall serve said complaint and shall do all other things competent and necessary to have said complaint brought before and determined by the Committee, whose decision shall be final and binding, subject to the right of a member to appeal to Council from any decision of the Committee. Five Members of said Committee shall be a quorum. Said Committee if where Members of Council, shall not vote in the determination of any appeal to Council.

Any Member on whom a complaint as aforesaid has been served and any Member who has been expelled or suspended from the Membership of the Society as aforesaid, or who, under Resolution of the Council, has been ordained to pay any fine or obtemper any other order of the Council, shall, during the period while said complaint is pending decision and during the period of said expulsion or suspension, or failure to pay any fine, or obtemper any other order of the Council, be deprived of all the privileges of a Member, including the right to have pedigrees of animals recorded in his/her or her name as Owner or Breeder in the Society's current Registration System and no animal of which said Member was the Mating Breeder, Calving Breeder or Owner, born during said period pending complaint or during said suspension, expulsion or failure to pay any fine or obtemper any order of the Council or between date of expulsion and date of re-admission as a Member, or born previous to said suspension or expulsion, or failure to pay any fine or obtemper any order of the Council, but

not then entered in the current Registration System with a number or in the Appendices, can be entered either by said Member or any other person.

Further, the Council in their discretion shall be entitled to refuse the transfer of any animal already registered by any offending Member as aforesaid to the name of any new Owner and that during said Member's period of failure to pay any fine or obtemper any order of the Council, or during his/her expulsion or suspension, or pending the decision in any complaint against said Member as aforesaid. Further, the Council shall have power to communicate any decisions under above Rules, together with the names and addresses of the persons against whom such decisions have been pronounced to the Secretaries of all other Breed Societies in the United Kingdom or abroad and to Secretaries of all Agricultural or Dairy Societies or Milk Recording Societies in the United Kingdom and to publish same in the Annual Report of the Society and in such newspapers or journals as the Council may determine and every Member shall be deemed hereby to have consented to such communication and publication.

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Ayrshire Cattle Society <u>www.ayrshirescs.org</u>

Cattle Services (Ayr) Ltd www.cattleservices.org

Please note that all aspects of the membership handbook were reviewed and updated in January 2019. If you need to view individual amendments please contact the General Manager of the ACS.