



Regulations

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REGULATIONS

These Regulations come into effect on the 1st January 2010 and replace all earlier Regulations made to this date.

SECTION 1 – Membership and Authorities

Membership in Herefords Australia is governed by the Constitution of the Company, these Regulations and such directions of the Board of Directors as made from time to time.

1. Authority to Act

The Company recognises only one authorised signatory per Membership. Each Member must ensure that the authorised representative and signatory is current for all Company purposes.

A person will be accepted by the Company as the authorised signatory for a Membership if they are:

- (i) The Member, or
- (ii) The nominated representative of the Member, or
- (iii) An alternate authorised signatory who has been notified to the Company in writing by the Member

SECTION 2 – Registered Ownership of Animals

1. The Company records up to 8 legal owners (excluding any overseas owners) in any one animal (alive or dead) on the HAL register.
2. In addition to the owners' usual details required for Company purposes, each owner of an animal shall be identified as an owner of poll or horned animals or both.

SECTION 3 – Procedures to Import and Export Live Animals, Semen and Embryos

A. Import

In relation to the importation of live animals, semen or embryos, before the Company can record an interest in respect of any imported live animal, semen or embryo, the Company must receive:

1. The prescribed Import Fee must be paid to the Company (see Schedule of Fees).
2. An Export Certificate from the relevant Breed Association of the exporting country verifying transfer of ownership, or, authority from the registered overseas owners permitting registration in Australia.
3. An extended pedigree to 6 generations from the relevant Breed Association of the exporting country. In the case of embryos, an extended pedigree is required for both the donor sire and the donor dam.
4.
 - (i) Live Animals
The animal must be registered in the exporting country and have a DNA certificate, which must be provided to the Company.
 - (ii) Semen
The bull which produced the semen must be registered in the exporting country and have a DNA certificate, which must be provided to the Company.

(iii) Embryos

The donor dam and sire of the embryo must be registered in the exporting country and have a DNA certificate, which must be provided to the Company.

5. A statement from the Breed Association of the exporting country that there are no known or identifiable genetic abnormalities in the previous 6 generations of the imported animal, semen or embryo.

Members are to provide a parentage verification for each imported live animal, semen or embryo be obtained prior to accepting carriage and delivery of the live animal, semen or embryo, as the case may be.

B. Export

In relation to the export of live animals, semen or embryos, HAL will provide the relevant export documentation subject to the following:

1. The prescribed Export Fee be paid to the Company in advance (see Schedule of Fees).
2. HAL receives confirmation that the live animal, semen or embryo meets the requirements for entry into the stud register held in the country of destination. For example if the country of destination requires a DNA/Parentage Verification Certificate, then such Certificate must be made available.

SECTION 4 – Breeding

HAL recognises the breeding of animals by natural service, artificial insemination and embryo transfer. The rules in relation to breeding are set out below.

1. Natural Service

(i) Natural Service with OWNED Sires

Multiple sire joinings are permitted subject to paternity determination of the sire by DNA testing.

No female shall be depastured with a different sire or inseminated to another sire unless:

- Paternity determination of the resultant progeny can be established by a DNA test.

(ii) Natural Service with NON-OWNED Sires

- A registered owner who is in possession of a sire may allow another Member to have access to that sire for natural service purposes.
- If a Member allows another Member access to a sire for natural service it will be a matter for agreement between the Members involved. Any restrictions an owner of the natural sire may wish to place on the use of that sire and the registration of progeny will be a matter of private agreement between the Members involved. The Company will not record or monitor such agreements. Disputes that may arise from breaches of such agreements will be a matter for the parties to resolve between themselves or at common law.

2. Artificial Insemination (AI)

- (i) The owner of a sire at the time **semen is collected for the first time** must:
- Provide the Company with a DNA profile of the sire.
 - Obtain an AI Permit from the Company (see Schedule of Fees).
- (ii) There is no limit to the amount of semen sold in a bull or to the number of calves that can be registered from that semen.
- (iii) Semen marketing rights will not be monitored or recognised by the Company. If semen marketing rights are to be assigned in any individual animal, it will be a matter for agreement between the vendor and purchaser. Any restrictions a vendor may wish to place on the use of semen and the registration of progeny will be a matter of private agreement between the vendor and purchaser. The Company will not record or monitor such agreements. Disputes that may arise from breaches of such agreements will be a matter for the parties to resolve between themselves or at common law.
- (vi) Normal registration procedures will apply to progeny conceived artificially.

3. Embryo Transfer (ET)

A. Donor Dams

- (i) The owner/s using a female for embryo transfer must obtain a Donor Dam Permit from the Company (see Schedule of Fees).
- (ii) A DNA type (or an existing blood type) of the Donor Dam must be on file with the Company before a Donor Dam Permit will be issued.
- (iii) The Donor Dam must be active on the Breeder's female inventory at the time of conception.
- (iv) The owner of the Donor Dam at the time of conception shall be known as the 'breeder' of the resultant progeny.
- (v) There will be no limit to the number of calves bred by ET which are eligible for registration.
- (vi) Applications by non-owners of the Donor Dam for registration of all progeny bred by ET must be accompanied by the Company's ET certificate issued by the registered owner of the Donor Dam at conception.
- (vii) No progeny from a dam domiciled overseas shall be registered unless an authority from the owner of the dam is given.

B. Recipient Dams

- (i) The owner of a recipient dam may sell the pregnant recipient dam in accordance with these regulations, by recording a transfer of the recipient dam with the Company. For registration of ET calves, see Section 5.

Members accept that HAL cannot and will not be held liable for any loss, damage or harm of whatever nature arising from the private agreements between Members and between Members and non Members in relation to any breeding or record of any breeding of any animal.

SECTION 5 – Registrations

HAL maintains a herd register and other registers of animals through ABRI (Agricultural Business Research Institute) and as the Board may prescribe from time to time. The purpose of such registers is to maintain records of animals owned by Members. All information contained in the registers is provided by or derived from information provided by Members. Accordingly HAL cannot and does not warrant that the information received from and provided by Members for the purpose of maintaining the registers is accurate or complete. The Regulations pertaining to the registers are drafted for the purpose of governing the integrity of the animal registers for the benefit of Members and the breed as a whole.

Registration Certificate

1.
 - (i) The purpose of an animal registration certificate is merely to record information provided by the animal owner and to certify that the animal is only in the herd book of registrations at the date of entry of the animal information. The animal registration certificate is not to be used for any other purpose and cannot be relied upon as evidence of the veracity of the information contained therein;
 - (ii) The information submitted by the owner and as recorded on the animal registration certificate by the Company remains the property of the owner. The Company is not responsible and cannot be held responsible for the accuracy and completeness of the information contained on the animal registration certificate;
 - (iii) The Board shall determine the form and content of the Registration Certificate and any other forms for the purpose of maintaining the registers as the Board may deem necessary from time to time;
 - (iv) Notwithstanding the above, the Company reserves the right to call for a parentage determination of any progeny before accepting registration of any animal;

Registration Procedure

2. The Board of HAL has complete discretion in accepting an application for registration of an animal into the registers. The Board of HAL may request any additional information which it may think fit before accepting any animal for registration, or accepting any correction in the records of the Company, and reserves the right to call for a parentage determination of any progeny before accepting it for registration.
3. Before an application is made for the registration of an animal on behalf of a Member, that Member shall have registered with the Company:
 - (i) A unique stud Prefix (not exceeding 16 characters), and
 - (ii) A Herd Identification Symbol (a combination of 3 alpha characters)
4. No calf shall be registered without the submission of a Calf Recording form or online registration notification to the Company showing complete particulars of the calf and signed by the registering Member or alternate authorised signatory or by use of their selected password.
5. Calves submitted for registration are required to be the progeny of sires and dams which are recorded in the Company's register, provided the sire and dam are listed as active animals at the date of calving (or are re-activated).
6. Progeny may be registered up to 24 months of age. Late registrations (after 24 months) will attract a late registration fee (see Schedule of Fees).

DNA Testing

7. The Company may conduct a DNA/Parentage Verification on any animal at the Company's expense. If a calf fails this test, it will be de-registered and will only be restored to registered status when the breeder can satisfy the Company of the correct parentage of the calf at his/her expense.

General

8. Where the registering owner of a calf submitted for registration was not the owner of the dam at the time she was served or artificially inseminated to produce such calf, the parentage of the calf must be notified to the Company on the Transfer Form if the dam was in calf when transferred, or
9. Where an ET calf is submitted for registration and the dam is not owned by the registering owner at conception of the embryo, refer to Section 4, Clause 3A, Point (vi).
10. With the exception of ET calves, no calf will be registered unless the owner of the calf was the owner of its dam at calving.
11. The Member who was the breeder of an animal may advise the Company of any correction to the registration records of that animal, subject to Section 5, Clause 10. (See Schedule of Fees)
12. With the exception of ET calves, no calf born in a lesser period than 283 days after the birth of the last calf from the same dam will be eligible for registration unless approved by the Company.
13. No Member shall be allowed to register in the Company's records any animal with the registered Prefix or Herd Identification Symbol of any other person.
14. No progeny of a dam shall be registered unless the transfer of the dam includes service depasturing details.
15. The Calf Recording form and the Registration Certificate will include the following disclaimer and indemnity:
 - (i) By entering an animal in the records of the Company and issuing a Registration Certificate in respect of that animal the Company will not be liable for any loss or damage arising out of any error or misdescription contained in the Calf Recording form. In the event of such error or misdescription the Company reserves the right to cancel the entry of an animal in the records of the Company and the Registration Certificate issued in respect of that animal.
 - (ii) By completing the Calf Recording form the registering Member hereby covenants to indemnify and to keep indemnified the Company against all claims which may be made by any person against the Company in respect of any loss or damage arising out of any error or misdescription contained in the Calf Recording Form.
16. The acceptance of the pedigree of an animal for the purpose of entering that animal in the records of the Company will be based upon the Calf Recording form.
17. The Company may at its discretion, and at any time, require an inspection of any animal or herd.
18. If the Company receives information indicating that any sire is transmitting undesirable genes, it shall cause the matter to be investigated and shall suspend registrations in respect of that sire or its progeny pending the outcome of such investigation.

19. The Company may refuse to register any animal name which is considered contrary to the interests of the Members of the Company.
20. The entry of an animal in the records of the Company and the issuing of a Registration Certificate in respect of that animal are subject to correction or cancellation pursuant to the regulations of the Company.

Animal Identification

21. An animal may be identified by a tattoo or freeze/fire brand of the animal identification number.
22. Every animal must have at least one legible tattoo inside one ear (the Company suggests that tattoos should be in the left ear as the NLIS tag is to be in the right ear), including calves that are shown or sold. Failure to do so will result in the animal being deregistered and subsequently DNA/Parentage Verification must be provided before the animal can be re-registered.
23. The tattoo shall comprise:
 - Herd Identification Symbol
 - Year Letter
 - Animal Identification Number

Description of Animals

24. (i) Poll, horned or scurred animals shall be eligible for registration and the letter P, S, H or HP shall be shown in the Company's records and on the Registration Certificate.

(P) – Poll
(S) – Scurred
(H) – Horned
(HP) – Horned (but with poll genetics in the pedigree)
- (ii) Animals which develop scurs or horns after registration shall remain on the Company's register. The Company must be notified, in writing, of the appearance of such scurs or horns. Company shall amend the animal's Registration Certificate accordingly, as required.
- (iii) If an animal is to be sold in a HAL recognised sale, the notification must be received prior to the sale's catalogue being compiled (as a rule, allow eight weeks). Any Member who fails to notify the Company will be subject to a penalty (see Schedule of Fees).

Note: Members are reminded that in the case of animals registered as Poll animals which develop scurs and horns, such traits may affect the legality of transactions involving the transfer of the animals. Members are advised to be careful to ensure that each animal the subject of a commercial transaction is not misrepresented as a poll animal when in fact it is either horned, scurred or de-horned as the case may be.

25. Calves conceived by AI will have the symbol (AI) recorded after their official name. Likewise, calves conceived by ET will have the symbol (ET) recorded after their official name.
26. The name of an animal shall not be changed after registration except with the approval of the Chief Executive Officer and the Breeder. Upon such change, the Company's records will be amended and a new Registration Certificate will be issued. (See Schedule of Fees)
27. No two animals in any one herd shall carry the same Animal Identification Tattoo, registered or commercial.

28. The registered name of an animal (including the Prefix) must not exceed 29 characters.

Overseas Animals

29. Animals born outside Australia must be registered or eligible for registration in the records of Breed Associations recognised by the Company. Certified evidence issued by the relevant Breed Association must be produced to the Company. Imported animals are required to be identifiable and must be recorded with the Company within 6 months of importation.
30. No progeny of a sire domiciled overseas shall be registered unless semen import procedures are observed, see Section 3, Clause A.

SECTION 6 – Transfers

1. All animals required to be transferred between owners in the registers shall be transferred upon the proper completion and submission of a transfer form to the Company. The transfer form may be completed by either the vendor or purchaser of the animal to be transferred and it is the responsibility of the purchaser to ensure that the vendor has properly completed and executed the transfer form.
2. If, after 90 days a transfer has not been effected for whatever reason, the animal deemed to have been transferred to a new owner shall be transferred in the registers upon the new owner providing adequate proof of purchase to the Company.
3. The Company may require that any additional information it deems necessary be produced before recording the transfer of any animal in the records of the Company.
4. An inactive animal cannot be transferred until reinstated by the registered owner as an active animal in the records of HAL.
5. The Company shall have complete discretion in accepting or rejecting a transfer form, provided that in the event a transfer form is rejected by the Company, the Company shall provide reasons for the rejection to the affected parties.

SECTION 7 – Shows and Sales

1. Only Members of the Company are eligible to exhibit and sell cattle at Hereford and Poll Hereford National Sales.
2. The Company recognises two types of shows and sales:
 - (i) Events run by the Company eg. the National Show and Sale.
 - (ii) Events run by Members and other bodies that the Company does not control eg. Royal Shows, Naracoorte and Glen Innes Shows and Sales.
3. Members are required to comply with the prevailing Conditions of Entry governing all Company events. Members are advised that in respect of every show and sale organised by the Company, the show committee or sale committee as the case may be shall have absolute discretion in determining the rules of the show and sale, including but not limited to the acceptance or rejection of entries into the show or sale. Members are not permitted nor have any rights to seek a review or make an appeal to the Company in relation to any decisions made by the show committee or sale committee, unless the exercise of such discretion is so unreasonable as to be contrary to the interests of the Company and membership as a whole.

SECTION 8 – Dispersal Sales

1. The status of animals being offered at a dispersal sale must be Active and Registered, unless otherwise declared in the catalogue as being Inactive or Unregistered. ie. All female inventory fees **must** be paid by the vendor prior to the dispersal sale.
2.
 - (a) The Prefix and Herd Identification Symbol (Tattoo) relating to a dispersed stud is not eligible for re-use by any person except where the Board of Directors of the Company approves the re-use of the Prefix and Herd Identification Symbol.
 - (b) An application for the re-use of the Prefix and Herd Identification Symbol of a dispersed stud may only be made by the following persons:
 - (i) In the case of an individual owner of a dispersed stud – by that original owner or by a member of the immediate family of the original owner,
 - (ii) In the case of an original firm or partnership owner of a dispersed stud – by one or more of the continuing members of that original firm or partnership, and
 - (iii) In the case of an original company owner of a dispersed stud – by that company.
 - (c) An application cannot be made pursuant to paragraph (b) hereof if the Prefix has been sold.
 - (d) An application pursuant to paragraph (b) hereof will only be considered by the Company where it is accompanied by the signed written consent of the following persons:
 - (i) In the case of an original individual owner – by the original owner or by the legal personal representatives of that original owner (where the original individual owner is deceased), or
 - (ii) In the case of an original firm or partnership owner – by each person who was a member of the firm or partnership as at the date of dispersal of the stud, or
 - (iii) In the case of an original company owner – by each person who was a Director of the company as at the date of dispersal of the stud.
 - (e) Any person making an application pursuant to Section 8, Clause 2, will pay all fees and expenses incurred by or on behalf of the Company in relation to the application.

SECTION 9 – Membership Payments – Terms and Conditions

A. General

1. The Company will operate on a cash basis for all transactions except those which may be charged to a Member's account at the discretion of the Board.
2. Where approval is granted for charges to be debited to a Member's account, settlement of the account must occur within 30 days of raising the charge.
3. The Company has the option to charge accounts, which have not been settled within 90 days after the date of issue, with interest at a rate to be determined from time to time by the Company and Members acknowledge that such interest charged at a reasonable rate adequately reflects the loss of use of the monies not yet paid by the Member as required in accordance with these Regulations.

4. The fees prescribed in the Schedule of Fees may be varied from time to time by the Board.
5. Subject to the Board's absolute discretion, Membership services will be withdrawn by the Company for any Member whose account is in arrears by 90 days or more. Upon settlement of such outstanding accounts, Membership services shall resume.

B. Membership Fees

1. All Membership fees must be payable to HAL and are due and payable by 31 January of each year.
2. Subject to the Board's absolute discretion, a Membership may be terminated or suspended for non payment of the Membership fees. A Membership shall be automatically suspended and/or terminated in the event Membership fees remain unpaid after 31 March, subject to the absolute discretion of the Board.

C. Inventory Fees

1. Inventory fees are payable on all females 2 years old and older as at the 1st of January each year. This includes registered and commercial females.
2. Registered and commercial females under 2 years old that calve during the year, will be charged the Inventory Fee at the time of registration of the calf (see Schedule of Fees).
3. Inventory fees are calculated at the 1st January each year. Inventory Fee payment options are explained on the Inventory Checklist. The deadline for the payment of Inventory Fees is 30th June each year.
4. If Inventory Fees are not paid by 30th June, all relevant animals will be made inactive and reinstatement fees will then apply (see Schedule of Fees).
5. Calf Recording Forms will only be sent to Members when the total Inventory Fee is paid and all processing complete.
6. No additional fees will be charged for:
 - (i) Multiple natural born calves – the Inventory Fee for the dam covers twins, triplets, etc.
 - (ii) The second natural born calf from a dam in any one year (eg. in January and December), the Inventory Fee for the dam shall cover both calves.

D. Extension of Time to Pay

1. The Company may grant an extension of time for the payment of fees in cases where a confidential application is lodged in writing to the Board and approved prior to the expiration of the period within which the fees are due. Credit will not be extended beyond one drop of calves.

Definitions

Definition	Explanation
Active Female	Female for which an Inventory Fee has been paid for the current year
AHS	The Australian Hereford Society
AI	Artificial insemination
AI Permit	Permit issued to support the registration of calves bred by artificial insemination
Animal Identification	Sequential number preceded by the herd identification symbol and year letter to uniquely identify each animal in a herd
APHS	The Australian Poll Hereford Society
Authorised Signatory	The person(s) nominated to sign Society documentation on behalf of a Member (see Section 1)
Board	Refers to the Board of Directors of the Company for the time being
Breed	Means the Hereford breed of cattle
Breeder of an Animal	The person who is the owner of the dam at conception of the animal
Calf Recording Form	The Society's official calf registration and recording form
Company	Refers to Herefords Australia Limited
Conception	The commencement of pregnancy
Depasture	Process of naturally mating a bull with a cow
Dispersal Sale	A sale in which all registered animals in a Member's herd are offered for sale
DNA Typing (Deoxyribonucleic acid)	Process of determining variability and individuality in the sequence of the monomers which pass on genetic information, conducted by a recognised laboratory
Donor Dam	Dam which produced an embryo for the purpose of embryo transplant into a recipient cow
Embryo Transfer (ET)	Process of transferring an embryo from the biological dam into a recipient dam for the remainder of gestation
ET Certificate	A certificate which allows the registration of a calf bred by embryo transfer from a non-owned dam at conception
Fee	A charge levied on Society Members in accordance with the HAL Schedule of Fees (see Section 10)
Inventory Checklist	A listing of all active cows in a herd issued by the Company in January every year. An inventory fee is payable for active cows 2 years old and over as at January 1 st . The listing can be used to add or delete cows from the herd inventory
Foundation Stock Listing	A listing of all cattle owned by a person(s) which must be submitted when becoming a Member of the Company
HAL	Herefords Australia Limited
Herd Identification	Unique Member (herd) tattoo identification comprising 3 alpha characters (eg. ABC) used in conjunction with individual animal identification number and year letter
Horn	A hard, projected, often curved and pointed, permanent growth on the head of an animal
Horned Animal	An animal of the Hereford breed which is not a poll animal.
Imported	An animal imported into Australia whose registration is suffixed with identifying symbols from the country of origin, eg. IMP CAN, IMP USA, IMP UK
Inactive Female	A cow for which an inventory fee has not been paid, or which has been removed from 'active' status by the owner
Member	A current financial constituent of the Company (eg. person(s)/company/ partnership) having paid the relevant Membership fee
Member Number	A unique Membership number allocated by the Company to identify each Member individually state by state.

Name – Trading	Name under which the Member trades eg. ABC Pty Ltd T/As Cattle Pastoral Company
Name – Full	Full name of a Membership eg. ABC Pty Ltd
Natural Service	Natural joining of a sire with a dam
Nominated Representative	Person nominated to represent and endorse documentation on behalf of an Honorary Life, Life, Full, Associate or Junior Member, pursuant to Article 28 of the Company Constitution
Owner	Person(s) recorded as having an ownership interest in an animal
Parentage Determination	DNA profiling used to verify an animal's lineage by confirming parentage
Poll	Refers to the absence of horns or scurs on a Hereford animal as a result of the absence of the genetics needed to grow horns or scurs on the animal. In the context of these Regulations, a poll animal is an animal genetically bred without horns or scurs.
Possession	Refers to an ownership interest in an animal, ie. an owner having physical possession
Prefix	Registered stud name with the Company. Prefix shall not exceed 16 characters
PTIC	Cow pregnancy tested in calf
Recipient Dam	Cow used as surrogate of an implanted embryo from a donor dam for continuance of gestation
Registered	Animal with registered status in the Company's herd book
Registration Certificate	Certification issued by the Company denoting an animal's registered status
Registering Owner	Member owning the embryo/calf at calving. The calf shall carry the prefix and tattoo identification of the registering owner. The registering owner should also own the dam at calving, unless supported by an ET Certificate
Registers	The herd register and any other register of animals established by and with the approval of the Board in accordance with the Constitution and Regulations of the Company.
Reinstatement	Act of re-establishing 'active' status of a female previously made 'inactive' in the Society's records
Scur	Horny-like growth loosely attached to the skin of the head of an animal
Tattoo	Unique identification of an animal. A tattoo identification (in one ear) shall consist of: <ul style="list-style-type: none"> • Herd identification (eg. ABC) • Year letter (eg. B) • Individual animal number (eg. 100) • Tattoo: ABCB100
Transfer	Document by which a change of ownership of an animal is notified to the Company
Year Letter	Tattoo letter (eg. Z [2004], A [2005], B [2006] etc) allocated by the Company each year denoting the year in which a calf was born. Used in conjunction with the individual animal identification number and herd identification symbol