



# HEREFORDS

## Australia

### Regulations

Updated December 2020

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## **REGULATIONS**

These Regulations come into effect on the 1<sup>st</sup> May 2020 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. It is the member's obligation to ensure they are compliant with the Regulations.

1. Membership Code of Conduct:  
All members of Herefords Australia are bound by the membership code of conduct.
2. Any matter arising out of the Regulations will be handled in accordance with the dispute resolution policy

#### **3. 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
4. Youth Membership is restricted to individuals aged 7 – 25 years.

### **SECTION 2 – Registered Ownership of Animals**

1. The Company records the owners (excluding any overseas owners) in any one animal (alive or dead) on the Herefords Australia Limited registers.

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

#### **1. 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:

- (i) The prescribed Export/Import Fee must be paid to the Company (see Schedule of Fees).
- (ii) 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.
- (iii) An extended pedigree to 5 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.

- (iv) (a) Live Animals  
The animal must be registered in the exporting country and have a company approved Australian DNA or Genomic profile, which must be provided to the Company. If a profile cannot be provided to the company, then a DNA sample must be provided for testing with a company approved laboratory.
- (b) Semen  
The bull which produced the semen must be registered in the exporting country and have an Australian DNA profile or Genomic profile, which must be provided to the Company. If a profile cannot be provided to the Company, then a DNA sample must be provided for testing with a company approved laboratory.
- (c) Embryos  
The donor dam and sire of the embryo must be registered in the exporting country and have a company approved Australian DNA or Genomic profile, which must be provided to the Company. If a profile cannot be provided to the company, then a DNA sample must be provided for testing with a company approved laboratory.

(v) If an animal has not been tested in its country of origin, a Statement from the Breed Association of the exporting country indicating that there are no known or identifiable genetic abnormalities in the previous 6 generations of the imported animal, semen or embryo-born calf.

(vi) Members are to provide a parentage verification for each imported live animal, semen or embryo-born calf - to be obtained prior to accepting carriage and delivery of the live animal, semen or embryo, as the case may be. Imported embryo-born calves are required to be Parent Verified.

(vii) For all sires, from October 2016, members are to provide parentage verification for any genetic material (imported or exported) as well as a minimum low-density genotype where appropriate for each.

## **2. Export**

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

- (i) The prescribed Export/Import Fee be paid to the Company in advance (see Schedule of Fees).
- (ii) Herefords Australia Limited receives confirmation that the live animal, semen or embryo meets the requirements for entry into the stud registers held in the country of destination. For example, if the country of destination requires a DNA/Parentage Verification Certificate, then such profiles/Certificates must be made available.

## **SECTION 4 – Breeding**

Herefords Australia Limited 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) Every bull used from 1<sup>st</sup> March 2012 must have a DNA profile to register any calves born after 31<sup>st</sup> December 2012 (excludes Performance and Multibreed registered animals).
- (ii) From 1<sup>st</sup> January 2017 all sires that have progeny to be registered in the HBR must have a minimum of a low-density SNP Genotype.
- (iii) Multiple sire joining's are permitted, and animals will be recorded in the HCR with a multi sire identifier. Animals can be upgraded to HBR or HPR status if the correct sire is determined and meets the appropriate registration requirements (refer to Section 5 & 6).

- (iv) If a Member allows another Member access to a sire for natural service, the terms of access 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.
- (ii) There is no limit to the amount of semen sold from 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.
- (iv) No AI calf can enter the registers from an AI sire without the appropriate DNA profile for that pedigreed sire.
- (v) 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 prior to calf registrations.
- (ii) A DNA or Genomic profile of the Donor Dam must be on file with the Company before a Donor Dam Permit will be issued.
- (iii) From the 1<sup>st</sup> of January 2018, new donor dams require a minimum of a low-density SNP genotype.
- (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. (see section 3A Procedures to Import)

## **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 Herefords Australia Limited 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.

## **4. Data Recording / BREEDPLAN**

- (i) Birth Weight and Calving Ease scores are only to be loaded for BREEDPLAN enrolled animals at the time of submission of the data.
- (ii) All ET calves must have the recipient dam recorded with the company.
- (iii) All AI calves must have an AI date recorded with the company.
- (iv) From 1st January 2020, BREEDPLAN membership will be charged at a 'rate per cow on inventory'. The rate is set on a sliding scale.
- (v) BREEDPLAN Membership will be invoiced on 1 September with payment due by 30 September. BREEDPLAN Membership and EBV reporting will be turned off on 1 October for any members who have chosen not to pay their BREEDPLAN Membership.
- (vi) A member that does not pay for BREEDPLAN membership is not eligible for any BREEDPLAN data for their animals.

## **SECTION 5 – Registrations**

Herefords Australia Limited 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, Herefords Australia Limited 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.

### **1. Registration Categories**

Herd Book Register (HBR) – Animals entering the Herd Book must have a consecutive traceable HBR pedigree, for a minimum of four (4) generations for the registered sire and registered dam.

Hereford Performance Register (HPR) – Straight-bred Hereford cattle not eligible for registration in the HBR.

Hereford Commercial Registered (HCR) – Non-seed stock Hereford, Hereford based cattle and cross-breed commercial cattle not eligible for entry into the HBR or HPR registers. No entire males are eligible for registration in the HCR. Breed content must be provided at the time of registration by the eight-character breed code.

Multi-Breed Register (MBR) – A seedstock register for Hereford based cattle not eligible for entry in any other register. Breed content must be provided at time of registration by the eight-character breed code.

Recorded – For company use (Dead calves and Recip Dams only).

Miniatures – two dedicated registers for miniature bred Herefords

- Miniature Herd Book (MHB) – animals with a traceable MHB pedigree for a minimum of 4 generations. Animals entering the MHB must comply all standard registration & DNA regulations.
- Miniature Performance Register (MPR) – for straight bred miniature not eligible for registration in the Miniature Stud Book. All animals entering the MPR must comply all standard registration and DNA regulations.

**All animals entering the registers must meet current DNA requirements outlined in section 6, and any registration requirements in section 5.**

## **2. Registration Procedure**

- (i). The Board of Herefords Australia Limited has complete discretion in accepting an application for registration of an animal into the registers. The Board of Herefords Australia Limited 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 of any animal.
- (ii) Before an application is made for the registration of an animal on behalf of a Member, that Member shall have registered with the Company:
  - (a) A unique stud Prefix (not exceeding 16 characters), and
  - (b) Herd Letters (a combination of 3 alpha characters)
- (iii) No calf shall enter the registers without the submission of a Calf Recording form or online/electronic 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.
- (iv) Calves submitted for registration are required to be the progeny of sires and dams which are recorded in the Company's registers, provided the sire and dam are listed as active animals at the date of calving (or are re-activated).
- (v) Progeny must be registered within 12 months from their date of birth. Late registrations will attract a late registration fee (see Schedule of Fees).
- (vi) From 1<sup>st</sup> January 2017 all sires that have progeny to be registered will have to have a minimum of a Low-Density SNP Genotype.
- (vii) Genomic parent verification refers to the automatic inclusion of SNP genomic profiles into the single step gene matrix.
- (viii) Inactive females will incur a one-off reinstatement fee as per the schedule of fees in conjunction with the female inventory fee for each calving year.
- (ix) Females that are inactive for more than 12 months will incur an extended reinstatement fee, as per the schedule of fees.
- (x) ET/AI calves must have an implant/insemination date provided at the time of registration.
- (xi) Any alterations to animal records must be submitted in writing to the company by the membership representative or alternative authorised signatory.

- (xii) HPR animals eligible for acceptance to HBR must meet the HBR requirements outlined in section 5.1 Each generation is to be accepted at an acceptance fee (see schedule of fees).

### **3. Registration Certificate**

- (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) A charge will be set for members receiving pedigree certificates by mail (see schedule of fees). Members are required to request hard copy certificates in writing and accept the charges.

### **4. General**

- (i) 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
- (ii) 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).
- (iii) 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.
- (iv) The Member who was the breeder of an animal may advise the Company of any correction to the registration records of that animal via written correspondence. (See Schedule of Fees)
- (v) 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.
- (vi) No Member shall be allowed to register in the Company's records any animal with the registered Prefix or Herd Letters of any other person/member.
- (vii) The Calf Recording form and the Registration Certificate will include the following disclaimer and indemnity:
  - (a) 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.
  - (b) 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.

- (viii) 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, spreadsheet, online submission, registration file or in written format by the representative member or any other authorised signatory.
- (ix) Notwithstanding the above, the Company reserves the right to call for a parentage determination of any progeny of any animal;
- (x) The Company may at its discretion, and at any time, require an inspection of any animal or herd.
- (xi) The Company may refuse to register any animal name which is considered contrary to the interests of the Members of the Company. At the discretion of the company management and the Registrar, an animal name may be disallowed from registration if that name is found to be offensive, racist, sexist or has the potential to conflict with a registered trademark.
- (xii) The name of an animal shall not be changed after registration except with the approval of the company management and the Breeder. Upon such change, the Company's records will be amended, and a new Registration Certificate will be issued where requested (refer to Section 5 – 3(iv). (See Schedule of Fees).
- (xiii) The registered name of an animal (including the Prefix) must not exceed 35 characters in length.
- (xiv) 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.

## 5. Animal Identification

- (i) All animals except those registered in the HCR must be identified by a tattoo of the animal identification number.

*Effective from all 2016 drop calves (commencing with year letter "M"), all animal identification numbers must be a minimum of four characters in length comprising a single year letter plus a minimum of three numbers (excluding the Herd Letters); for example, M001, M096, M123.*

- (ii) The tattoo shall comprise:

- Herd Letters
- Year Letter
- Animal Identification Number

- (iii) Freeze branding is an accepted form of secondary identification. It can be used as well as tattooing, and not instead of tattooing.

- (iv) Every animal (except HCR) 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.

- (v) All HCR animals must have an Identification number and an NLIS number submitted at the time of recording

## 6. Description of Animals

- (i) (a) Polled, Horned, Scurred or H# animals shall be eligible for registration; and the letter P, H S or H# shall be shown in the Company's records and on the Registration Certificate, as the recorded phenotype as provided by the breeder at the time of registration. Any animal that has been DNA tested for Poll/Horn status and is found to be homozygous polled will automatically receive PP as a horn status:

(PP) – Homozygous Polled (The animal has been DNA tested and the test result indicates that it is Homozygous Polled)

(P) – Polled

(H) – Horned

(S) – Scurred

(H#) – is a Horned animal either containing Polled genetics or is missing a percentage of its four generation Horned pedigree

- (b) 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 accordingly, as required.
- (c) If an animal is to be sold in a Herefords Australia Limited 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 or 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 that is 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.

- (ii) 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. Their recorded horn status will appear at the end of their name as well.
- (iii) No two animals in any one herd shall carry the same Animal Identification Tattoo, registered or commercial.

## 7. Overseas Animals

- (i) 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.
- (ii) Registration of an overseas animal incurs an import charge (as per the schedule of fees), payable by the member submitting the registration of the overseas animal to the company.
- (iii) No progeny of a sire domiciled overseas shall be registered unless import procedures are observed, see Section 3.1.

## **SECTION 6 – DNA Testing**

### **1. DNA Testing**

- (i) From 1<sup>st</sup> January 2017 all sires that have progeny to be registered into the HBR or MHB are required to have a minimum of a Low-Density SNP Genotype.
- (ii) From the 1<sup>st</sup> of January 2018, all sires that have progeny to be registered in the HPR or MPR are required to have a minimum of a Low-Density SNP Genotype.
- (iii) (a) Sires of all calves (HBR & MHB registers) born after the 1<sup>st</sup> of January 2018 must be sire verified and  
(b) In the event that a sire cannot be Sire Verified, then his calves can be registered in the HBR or MHB provided the sire has been genotyped (minimum LD genotype) and either of the following conditions are met:
  - i) The sire has progeny registered in the HBR or MHB born prior to 2018; or
  - ii) the calves have been verified to that sire.
- (iv) Any HBR or MHB sire born after the 1<sup>st</sup> of January 2018 must be sire verified without exception.
- (v) From the 1<sup>st</sup> of January 2018, new donor dams must have a minimum of a Low-Density genotype on record to obtain a donor dam permit with the company prior to the registration of ET calves.
- (vi) The following verifications will be applied to an animal's details to identify what level of DNA verification has occurred (refer to definitions for more information):
  - (a) Sire Verified: Verified / Not Verified / Not Tested / Failed / Not Verifiable
  - (b) Dam Verified: Verified / Not Verified / Not Tested / Failed / Not Verifiable
- (vii) The Company reserves the right to conduct any DNA/Genetic/Genomic testing of any animal.
- (viii) The company reserves the right to only accept DNA/Genetic/Genomic test results from company approved laboratories.
- (ix) Members of the company submitting DNA, must be the rightful owner of the DNA material.
- (x) DNA samples submitted to the Company must be from the nominated animal
- (xi) Available genomic data will be used to verify the sire, dam, sex and genetic condition status of animals recorded in the Company registers and to resolve suspected discrepancies.
  - (a) In cases where the genomic data indicates a required amendment to an animal's record, the owner and breeder of the animal will be provided with 14 days' notice of the intended amendment, during which time evidence can be provided to controvert the intended amendment (as per the Company's DNA Testing Policy);
  - (b) Where genomic data suggests unresolved discrepancies in the recorded sire, dam, sex or genetic condition status of an animal born prior to 1 January 2019 the recorded information and the animal's registration status will remain unchanged;
  - (c) Where genomic data suggests unresolved discrepancies in the recorded sire, dam, sex or genetic condition status of an animal born after 1 January 2019 the suspected incorrect information will be removed from the database and the animal's registration status will be revoked until the discrepancies are resolved. In the case of an 'incorrect dam' the animal will be moved to the HPR until such a time that the correct dam can be found and DNA verified.

- (xii) The onus of proof to replace any incorrect ancestral pedigree is on the owner of the animal/semen, and the company takes no responsibility or obligation to determine the correct pedigree.
- (xiii) The company reserves the right to utilise all submitted genetic samples, data and results for the benefit of company purposes.
- (xiv) All samples submitted by Members to Herefords Australia for DNA Testing must comply with the Company's DNA Testing Policy
- (xv) If the Company receives information indicating that any sire is transmitting known genetic conditions, it shall cause the matter to be investigated and include the results in the animals data on the Company's database.
- (xvi) The status for known Genetic Conditions are displayed on the company website and printed pedigrees. The company takes no responsibility for the genetic condition status of any untested animals.

#### **DNA Profile Requirements from 31 December 2012**

- (xvii) Every bull or donor dam used from 1<sup>st</sup> March 2012 must have a DNA profile to register any calves born after 31<sup>st</sup> December 2012 (excludes Performance).

Note: the above regulation is superseded by any newer dated DNA regulations

All animals that are DNA tested with a Low Density or High Density SNP Genotype are included in the construction of the Herefords Australia G-Matrix for production of Genomic BREEDPLAN EBVs. Inclusion in the construction of the G-Matrix automatically verifies the sire, dam and sex of the genotyped animal where possible.

#### **Section 7 – Animal Transfers**

- (i) 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.
- (ii) If, after 90 days a transfer has not been affected 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.
- (iii) 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.
- (iv) An inactive animal cannot be transferred until reinstated by the registered owner as an active animal in the records of Herefords Australia Limited. Reinstatement fees may apply (see Schedule of Fees).
- (v) 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.
- (vi) Exclusion of Liability arising from Animal Transactions

It is a condition of membership of Herefords Australia Limited that each Member of Herefords Australia Limited acknowledges and agrees that Herefords Australia Limited does not have any legal or beneficial interest in any transaction for the sale and/or purchase of registered animals and is therefore excluded from any and all liability, obligation and responsibility for any and all losses, damage or harm of whatsoever nature arising from such transactions and none of the

parties to a transaction for the sale or purchase of a registered animal may rely upon any information obtained from or through Herefords Australia Limited in respect of the animal the subject of the transaction. Each Member also expressly acknowledges and agrees that Herefords Australia Limited is not a broker nor an agent or representative in any capacity of any Member involved in a transaction involving a registered animal.

Each Member further acknowledges and agrees that the Member is solely responsible for investigating and verifying the pedigree, ownership, trait, characteristic and all other particulars of a registered animal the subject of any transaction involving the Member.

Except as otherwise approved in writing by the Board, Herefords Australia Limited expressly disclaims any and all interest in any transaction involving a registered animal and expressly disclaims any liability or obligation for any loss, damage or harm suffered as a result of any reliance placed on information generated by Herefords Australia Limited in relation to a registered animal by any party.

## **SECTION 8 – Shows and Sales**

(i) Herefords Australia National Show and Sale (Wodonga and Dubbo) are recognised as company events:

(a) Only Members of the Company are eligible to exhibit and sell cattle at these events.

(b) The Vendor Committees of both the Wodonga and Dubbo Show and Sales are sub committees of the Board of Herefords Australia Limited. Each subcommittee will always have at least one (1) current Board Member on the above-mentioned subcommittees.

(ii) The Company also recognises other types of shows and sales:

(a) Events supported by the Company.

(b) Events run by Members and other bodies that the Company does not control.

(c) Members are required to comply with the prevailing Conditions of Entry governing all Company events as set by Herefords Australia Limited. Members are advised that in respect of every show and sale supported and/or run by the Company, the show committee or sale committee as the case may be shall have absolute discretion in administering 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 9 – Dispersal and Reduction Sales**

The company bears no responsibility for the claims made by members in relation to “dispersal sale”, “partial dispersal sales” or “reduction sales”.

## **SECTION 10 – Membership & Inventory – Terms and Conditions**

### **1. Membership Fees**

(i) All Membership fees must be payable to Herefords Australia Limited and are due and payable by 31 January of each year.

(ii) 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.

## **2. Inventory Fees**

- (i) Inventory fees (see Schedule of Fees) are payable on all females 2 years old and older as at the 1<sup>st</sup> of January each year. This includes registered and performance females.
- (ii) Registered and performance 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). Two-year-old heifers that have a dead calf recorded will not incur an inventory fee for that year.
- (iii) Inventory fees are calculated at the 1<sup>st</sup> June each year. Inventory Fee payment options are explained on the Inventory Checklist. The deadline for the payment of Inventory Fees is 30 days from the invoice date.
- (iv) Inventory submitted or amended after cut-off date, 31<sup>st</sup> May, incurs late fee (see Schedule of Fees).
- (v) If Inventory Fees are not paid within the 90-day invoice period, all relevant animals will be made inactive and re-instatement fees will then apply (see Schedule of Fees).
- (vi) Calf Recording Forms will only be sent to Members when the total Inventory Fee is paid and all processing complete.
- (vii) No additional fees will be charged for:
  - (a) Multiple natural born calves – the Inventory Fee for the dam covers twins, triplets, etc.
  - (b) The second natural born calf from a dam in any one year (e.g. in January and December), the Inventory Fee for the dam shall cover both calves.
- (viii) Animals entering the commercial register will be charged a per animal registration fee, at the time of registration (see Schedule of Fees).

## **3. Extension of Time to Pay**

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 company and approved by the board prior to the expiration of the period within which the fees are due. Credit will not be extended beyond one drop of calves.

## **4. General**

- (i) The Company will operate on a 30-day account for all transactions (excluding DNA)
- (ii) Settlement of the account must occur within 30 days of the invoice date or no further services will be provided. Upon settlement of such outstanding accounts, Membership services can resume
- (iii) All payment for DNA services are to be submitted to the Company, in accordance with the Company's DNA Testing Policy.
- (iv) 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.

- (v) The fees prescribed in the Schedule of Fees may be varied from time to time by the Company.

### **SECTION 11 – Associates, Affiliates and Branches of Herefords Australia Limited**

- (i) Any organisation, firm, natural person, legal person or other legal entity purporting to be an affiliate or associate or branch or to have some other legal relationship with Herefords Australia Limited must not conduct any activity involving Herefords Australia Limited without Herefords Australia Limited's prior written consent as to Herefords Australia Limited's role in the activity.
- (ii) Each Member of Herefords Australia Limited acknowledges that as at the date of these Regulations no such legal relationship exists between the Member and Herefords Australia Limited except as provided for in the Constitution of the Company and the Members' association with any other legal entity does not bind Herefords Australia Limited to any legal obligations which have not at this time been consented to in writing.
- (iii) Any breed activity or social or other activity purporting to be carried on by a Member of Herefords Australia Limited must be conducted independently of Herefords Australia Limited unless with the prior written consent of Herefords Australia Limited.
- (iv) Whilst Herefords Australia Limited advocates the promotion of the breed by the Members and other organisations interested in the breed, such members and other organisations are responsible for their own liabilities and obligations arising from such activities.
- (v) Members are reminded that unless with the prior written authorisation of Herefords Australia Limited, Members are not entitled to make representations or enter into any legal relations on behalf of Herefords Australia Limited.
- (vi) Herefords Australia Limited's sponsorship, endorsement or other promotion of any breed activity undertaken by a Member does not constitute acceptance of any liability or obligation arising from the activity being conducted by the member.
- (vii) If members are in any doubt as to their legal liabilities in conducting events for the promotion of the breed then they are encouraged to contact the Herefords Australia Limited office and seek legal advice in this regard.

### **SECTION 12 – Board & Committees**

1. All Board Committees are reviewed on an annual basis (in June of each year) and all committee positions declared vacant as per the Hereford Australia constitution

## Definitions

Definition	Explanation
Active Female	Female for which an Inventory Fee has been paid for the current year
AI	Artificial insemination
Animal Identification	Sequential number preceded by the herd letters and year letter to uniquely identify each animal in a herd (must be 3 digits)
Authorised Signatory	The person(s) nominated to sign Society documentation on behalf of a Membership's representative (see Section 1)
Board	Refers to the Board of Directors of the Company at the current time
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
DNA Profile (Deoxyribonucleic acid)	A full sequence of the markers which pass on genetic information, obtained by a recognised laboratory
DNA Verification Status	<p><b>Verified:</b> The sire/dam has been DNA Verified as correct. (If a sire or dam is NOT excluded from the G Matrix then for registration purposes Herefords Australia will consider that sire or dam to be correct unless any further testing proves otherwise.)</p> <p><b>Not Verified:</b> If the animal is born prior to 1 January 2018 and has been DNA tested however the listed sire/dam is not DNA verified and no further re-collection and testing of DNA samples is possible in accordance to the Company's DNA Testing Policy.</p> <p><b>Not Verifiable:</b> If the animal is born prior to 1 January 2018 and has been DNA tested however the listed sire/dam is not DNA verified and no further re-collection and testing of DNA samples is possible in accordance to the Company's DNA Testing Policy.</p> <p><b>Failed:</b> The animal has failed DNA verification to the sire/dam after re-testing in accordance to the Company's DNA Policy</p> <p><b>Not Tested:</b> The animal has not been verified to sire or dam using DNA Verification</p>
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
ET Permit	A permit issued to the donor dam enabling calves bred by ET to be registered.
Fee	A charge levied on Society Members in accordance with the Herefords Australia Limited Schedule of Fees
Genetic Condition	A genetic abnormality causing detriment to the breed
GGPHD	GeneSeek High Density Genotype
GGPLD	GeneSeek Low Density Genotype
HAL	Herefords Australia Limited
HBR	Herd Book Register – an animal from HBR parents traceable to 4 generations of pedigree
Herd Letters	Unique Member (herd) tattoo identification comprising 3 alpha characters (e.g. ABC) used in conjunction with individual animal identification number and year letter
HPR	Hereford Performance Register – straight-bred Hereford cattle not eligible for registration within the HBR
Imported	An animal imported into Australia whose registration is suffixed with identifying symbols from the country of origin, e.g. 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

Inventory Checklist	A listing of all active cows, over the age of 2 years, in a herd issued by the Company in January every year. An inventory fee is payable for active cows 2 years old and over by 31 <sup>st</sup> June. The listing can be used to add or delete cows from the herd inventory
Member	A current financial constituent of the Company (e.g. person(s)/company/ partnership) having paid the relevant Membership fee
Member Number	A unique Membership number allocated by the Company to identify each Membership individually.
Name – Trading	Name under which the Member trades e.g. ABC Pty Ltd T/As Cattle Pastoral Company
Name – Full	Full name of a Membership e.g. ABC Pty Ltd
Nominated Representative	Person nominated to represent and endorse documentation on behalf of a Life, Full, or Commercial Member, pursuant to Herefords Australia Ltd. Company Constitution
Owner	Person(s) recorded as having an ownership interest in an animal
Parentage Verification	DNA profiling used to verify an animal's lineage by confirming parentage
Possession	Refers to an ownership interest in an animal, i.e. an owner having physical possession
Prefix	Registered stud name with the Company. Prefix shall not exceed 16 characters
Recorded	Recipient dams & dead calves only
Recipient Dam	Cow used as surrogate of an implanted embryo from a donor dam for continuance of gestation
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
Tattoo	Unique identification of an animal. A tattoo identification (in one ear) shall consist of: <ul style="list-style-type: none"> <li>• Herd identification (e.g. ABC)</li> <li>• Year letter (e.g. B)</li> <li>• Individual animal number (e.g. 100)</li> <li>• Tattoo: ABCB100</li> </ul>
Transfer	Change of ownership of an animal notified to the Company
Upgrade	HPR animals eligible for upgrade to HBR must have only HBR animals in their pedigree. Each generation is to be upgraded at an upgrade fee (see Schedule of Fees)
Year Letter	Tattoo letter (e.g. 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 three digit animal identification number and herd letters.