



**IRISH HOLSTEIN FRIESIAN ASSOCIATION
RULE BOOK**

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The Companies Act, 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

IRISH HOLSTEIN FRIESIAN ASSOCIATION

(as adopted by special resolution passed on 10 May 2016)

The Companies Act, 2014

**COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
IRISH HOLSTEIN FRIESIAN ASSOCIATION**

1. The name of the Company is “Irish Holstein Friesian Association.”
2. The Company is a company limited by guarantee, under Part 18 of the Companies Act 2014.
3. The objects for which the Company is established are:-
 - (1)
 - (a) To promote and encourage and extend the breeding of Pedigree Holstein Friesian cattle.

Any of the additional objects as set out hereunder are expressly stated and agreed to be subsidiary to the main object at (1) (a) above and are to be carried on only where same are exclusively in furtherance of the main object as hereinbefore specified.
 - (b) To encourage Agricultural Show Societies and to provide suitable classes at Shows for Holstein Friesian cattle.
 - (c) To organise Open-days, Farm walks, Conferences and Lectures for the purpose of promoting Holstein Friesian Cattle.
 - (d) To encourage the involvement of as many persons as possible including in particular younger members, in showing animals and taking part in the activities of the Company and in particular in educational outings and similar events.
 - (e) To organise shows and sales of top quality stock, both male and female.
 - (f) To arrange such meetings, discussions and other events as may from time to time seem desirable and appropriate in the interest of the Association and the development and furtherance of its objects.
4. The Registered Office of the Association will be situate in the Republic of Ireland.
5. For the purpose of achieving the foregoing objects (which shall be the Association’s primary objects) and so far as the same may be necessary or advisable for such purpose, but not further or otherwise, to do or assist or take part in doing all or any of the following things:-
 - (i) To purchase, import, breed, hire or otherwise acquire and hold, re-sell, let out on hire or otherwise deal in Holstein Friesian cattle, whether of Irish or Foreign origin.
 - (ii) To compile, keep, maintain, edit, issue and publish a Herd Book of recognised and pure-bred Holstein Friesian cattle and a register or registers supplementary thereto of other recognised and qualified cattle for breeding purposes.

- (iii) To compile or obtain by purchase or other means from Co-operatives and other persons as may be thought fit, lactation records and other statistics and information of or relating to any Holstein Friesian cattle or other cattle, and to sell, dispose of, publish, circulate to members or others and otherwise deal with or make use of any such records, statistics or information in any way which may be thought calculated to promote the objects of the Association.
- (iv) To prepare and issue by way of sale or otherwise and on such terms or conditions as may be thought fit to members and others, certificates of entries made in the Association's Herd Book and Supplementary registers and also Certificates of the Association of lactation records and other records and statistics relating to any Holstein Friesian cattle or other cattle based on any records or statistics or other information obtained or compiled by the Association.
- (v) To promote, organise, manage and hold or participate in the promotion, organisation, management and holding of shows and auction and other sales of Pedigree Holstein Friesian cattle and other cattle, and to arrange or assist in the arrangement of classes of cattle at any such shows as aforesaid, and to provide, present, subscribe to or otherwise promote or aid and support the provision and augmentation of prizes to be awarded at any such shows as aforesaid and to recommend and appoint suitable persons to act as Judges thereat, and also to pay or make contributions towards the payment of expenses incurred by all or any of the exhibitors in or about the exhibition of cattle at any such show as aforesaid which may be approved for this purpose by the Association.
- (vi) To investigate, adjudicate upon, or otherwise determine or settle, cases of doubtful or suspected Pedigrees of Holstein Friesian or other cattle and other disputes or questions relating to or connected with the Holstein Friesian cattle or members of the Association.
- (vii) To consider and promote or oppose legislation affecting the interests of cattle breeders.
- (viii) To purchase, take on Lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which may be necessary or advisable for the promotion of the Association's objects, and to construct, maintain and alter any buildings or erections necessary or advisable for the work of the Association.
- (ix) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be considered expedient with a view to the promotion of its objects.
- (x) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (xi) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (xii) To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (xiii) To establish and support or aid in the establishment and support of any charitable Associations or Institutions and to subscribe or guarantee money for Charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.

(xiv) To contribute to any other Association or Society (including, but not limited to the Holstein Friesian Society of Great Britain and Ireland) which may be necessary to promote the objects of the Association.

(xv) To pay or make contributions towards the payment of expenses incurred in the transportation of cattle within, to, or from, any Country outside the Republic of Ireland which may be necessary to promote the objects of the Association.

(xvi) To do all or any of the matters hereby authorised in any part of the world, either alone or in conjunction with, or as agents, trustees or factors for, any other companies or persons or by or through any agents, trustees or factors.

(xvii) To do all such other things as are incidental or conducive to the attainment of the Association's primary objects or any of them.

Provided that:-

(i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The objects of the Association shall not extend to the regulation or relations between workers and employers or organisations of workers and organisations of employers.

6.

(A) The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend bonus or otherwise howsoever by way of profit, to the members of the Association except as permitted in sub-clause (C) of this Clause.

Provided that nothing in this sub-clause (A) shall prevent the payment, in good faith, by the Company of:-

- A. Reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company.
- B. Interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
- C. Reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company.
- D. Reasonable and proper out of pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- E. Fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital or such Company;

(B) No member of the Board of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees and no remuneration or other benefit in

money or moneys worth shall be given by the Association to any member of such Board except as permitted in sub-clause (C) of this clause.

(C) Nothing in this Clause 5 shall prevent:

- (i) The payment by the Association to any person of reasonable and proper prices for cattle purchased for use at any artificial insemination station.
- (ii) The gratuitous distribution by the Association among or sale at discount to any persons of any records, statistics, periodicals, books or other publications whether published by the Association or otherwise relating to any of its objects.
- (iii) The award by the Association to any person who may be a successful exhibitor at any shows as hereinbefore referred to of any prize, medal or recognition affecting the said show.
- (iv) The repayment by the Association to any person of all or any of the out-of-pocket expenses reasonably and properly incurred by any such person in or about the exhibition of cattle at any show approved for this purpose by the Association or in the transportation of cattle to, within or from any Country outside the Republic of Ireland in furtherance of the objects of the Association.
- (v) The payment by the Association to any company of which a member of the Association or a member of the Board may be a member and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

7. The liability of the members is Limited.

8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one hundred and twenty seven euro.

9. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Association, but shall be given or transferred to some other Charitable Institution or Institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if an so far as effect cannot be given to such provision, then to some other charitable object.

10. True accounts shall be kept of the sums of money received and expended by the Association and the matters in respects of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure accounts and balance sheet ascertained by one or more qualified Auditor or Auditors. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

11. No addition, alternation or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

The Companies Act, 2014

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF
IRISH HOLSTEIN FRIESIAN ASSOCIATION**

The optional provisions contained in the Companies Act 2014 shall apply to the Company save insofar as they are excluded or varied hereby.

Interpretation and General

1. In these Articles of Association (“Articles”):-

“The Act” means the Companies Act 2014

“These presents” means these Articles and the Regulations of the Association from time to time in force.

“The Association” or “IHFA” means Irish Holstein Friesian Association Limited

“The Board” means the Board of the Association as hereinafter constituted.

“Executive Committee” means the Executive Committee established by the Board pursuant to Article 34 hereunder.

“Members” means the members of the Association in accordance with Article 6.

“Memorandum” means the memorandum of association of the Association.

“The Office” means the registered office of the Association.

“The Seal” means the Common Seal of the Association.

“Voting Members” means any Member that is not an Associate Member.

2. The Association is established for the purposes expressed in the Memorandum.

3. The rights and liabilities attaching to any Members of the Association under these Articles may be varied from time to time by a special resolution of the Voting Members.

Members

4. The number of Members with which the Association proposes to be registered is five thousand but the Board may from time to time register an increase of Members.

5. Subject to Article 7 every person wishing to become a Member of the Association shall sign a written consent to become a Member on becoming a Member.

6. The Board may from time to time (and in its absolute discretion) create additional classes of membership. At the adoption of these Articles the classes of membership are:
 - (a) individual Members;
 - (b) Corporate Members;
 - (c) Partnership Members; and
 - (d) Associate Members.

7. The following persons shall be Members of the Association, namely:-
 - (a) every person who is at the date of Adoption of these Articles a Member of the Association; and
 - (b) every person who shall:
 - (i) be elected a Member by the Board under the provisions hereinafter contained in these presents;
 - (ii) have signed a written consent to become a Member; and
 - (iii) have within thirty days of election paid the subscription (if any) payable by him/her/it on election.

8. A Member of the Association may resign his/her/its Membership at any time by serving upon the Association, at the office, notice in writing in that behalf.

9. Every Member shall pay to the Association on election in respect of the then current year and thereafter annually in advance a subscription of such sum as may from time to time be determined by the Board ("Subscription"). Different Subscriptions may be payable in respect of the different classes of Members as the Board may from time to time so determine. No Subscriptions shall be repayable in whole or in part to any person on his/her/its ceasing for any reason to be a Member of the Association.

10. The annual Subscription of each Member shall become due and payable on the 1st day of March, in each year and if not paid on or before the 28th day of March in that year shall be considered to be in arrears. No Member whose Subscription is in arrears shall be entitled to receive Notice of, or to attend or vote at, General Meetings or to enjoy any of the privileges of the Association.

11. The name of any Member whose Subscription is two years in arrears shall be struck off the list of Members by the Board and thereupon he/she/it shall cease to be a Member of the Association.

12.
 - (a) No person (including, without limitation, any proposed individual Member, Corporate Member, Partnership Member or Associate Member) shall be admitted as a Member of the Association unless he/she/it has submitted an application for membership to the Association and that application is approved by the Board.
 - (b) It shall be a requirement for each applicant for membership to possess a herd number under which he/she/it has registered animals under the Department of Agriculture, Food and the Marine's Animal Identification and Movement System ("AIMS") or Cattle Movement Monitoring System ("CMMS"). If an applicant does not possess such a herd number, then the Board shall refuse to admit him/her/it as an individual Member, Corporate Member or Partnership Member, but the Board may at its sole discretion instead opt to admit such applicant as an Associate Member.
 - (c) The Board shall at its sole discretion be entitled to refuse any application for membership if, for any reason, such refusal is deemed to be in the interests of the Association. In refusing any application for membership, the Board shall not be obliged to give any reason for such refusal.

13. The Board may in its discretion permit Members to become life Members not obligated to continue paying Subscriptions.

Corporate Members, Partnership Members and Associate Members

14. Any company incorporated under the Act or any other body corporate may become a Member and, for the purposes of these Articles, shall be known as a “**Corporate Member**”.
15. A Corporate Member shall be entitled at any time after being elected a Member of the Association by notice in writing addressed to the Association and deposited at the Office to appoint any person to be its representative to attend and vote at meetings of the Association on its behalf (whether in person or by proxy) and may at any time by notice in writing addressed to the Association and deposited at the Office revoke any appointment so made and by any such notice appoint some other person to be its representative. A vote given or a poll demanded by the duly authorised representative of a Corporate Member shall be valid notwithstanding the previous revocation of the authority of the person invoking or demanding the poll unless notice of that revocation has been deposited at the Office in accordance with this Article.
16. The Association may enter the name of a partnership in the Register of Members of the Association (the “Register of Members”) and, subject as is provided in this Article, the Association shall be entitled to treat every reference in the Articles to a Member as a reference to the partnership so registered as if the partnership were a legal person (a “**Partnership Member**”) and every partnership previously treated by the Association as a Member shall be deemed to be a Partnership Member.
17. The Association shall rely on an instrument of proxy, a power of attorney and any other notice, direction, communication or other document purporting to have been signed on behalf of a Partnership Member and the Association is entitled to assume that any signatory is duly authorised to represent and bind all the partners of the Partnership Member in relation to the particular matters in question without any further inquiry, save where notice to the contrary from any person purporting to be a partner of the Partnership Member has been received by the Association at the Office.
18. Without prejudice to Article 15, a partnership the name of which is entered in the Register of Members may, by any two persons purporting to be partners in the partnership, authorise a person to act as its representative at a meeting (the “**Partnership Representative**”). The Partnership Representative is entitled to exercise on behalf of the partnership those powers which could be exercised if the Partnership Representative were an individual Member. The partnership is for the purpose of the Articles deemed to be a single Member present in person at a meeting if the Partnership Representative is present. All references to attendance and voting in person should be construed accordingly.
19. Any notice or other communication given, or payment made, by the Association to a Member which is entered in the Register of Members in the name of a partnership shall be given or made to the registered address of the partnership in the Register of Members (or to such other person or address as the partnership may in writing direct). Any cheque, warrant or order may be made payable to or to the order of the name of the partnership which is entered in the register.
20. A Corporate Member shall not be eligible for election or appointment as a President or as a member of the Board but this provision shall not prevent any Corporate Member from nominating, on its behalf, any one individual who is its director or other officer or member for election or appointment to such office in the Association.
21. The Board may (in its absolute discretion) admit persons to membership of the Association on terms that such persons shall enjoy such rights of membership as the Board may determine. For the purposes of these Articles, any such Member shall be known as an “**Associate Member**”. Associate Members shall not

have the right to vote at general meetings of the Members or otherwise. Furthermore, except as permitted by Article 24, an Associate Member shall not have the right to be elected as a Board member nor to be elected as any other office holder of the Association.

22. **Trusts:** Except as required by law, the Association shall recognise no person as holding any membership on any trust.

The Board

23. The business of the Association shall be vested in, and conducted by, the Board of the Association.
24. With the exception of the President and President-Elect who may be Voting Members or Associate Members, the Board of the Association shall consist of Voting Members whose Subscription shall be up to date. At each Annual General Meeting the Voting Members shall elect the following officers to the Board:-
- (a) **President** – The person elected to fill the office of President shall be the person who shall have held the position of President-Elect for the previous year. Every President shall assume office immediately after the conclusion of the meeting at which he/she shall have been elected and shall hold office as President for a period of one year. In the event of a President not being willing or able to continue to hold office for the period for which he/she has been elected, the President-Elect shall thereupon assume the function of President for the remainder of that year and shall also be entitled to be elected as President, in the normal way, for the following year.
- (b) **President-Elect** – The President Elect shall be elected at each Annual General Meeting of the Association.
25. The Board of the Association shall consist of those individuals set out under Article 24 in addition to the following:
- (a) such Voting Members as are elected to the Board at Annual General Meeting to represent the various electoral areas that are from time to time laid down by the Board (“Electoral Areas”). In that regard the representation for each Electoral Area (“Electoral Representatives”) shall be as follows:-
- (i) Three Board representatives from Electoral Area number 1; and
- (ii) One Board representative each from Electoral Areas number 2 to 15 inclusive,
- (b) Any Voting Member holding an IHFA representative position on the board of the Irish Cattle Breeding Federation (“ICBF”) shall be eligible to serve on the Board of the Association for the duration of his/ her term as an ICBF board member;
- (c) Any one Voting Member to act as a representative of the Irish Pure Friesian Club to the Board; and
- (d) Up to three Voting Members which the Board at its sole discretion, resolves to co-opt as additional members of the Board in order to undertake (or continue) specific projects of the Association. Such Board members under this Article 25(d) shall have the right to participate in but not vote on resolutions at Board meetings.

For the avoidance of doubt, the President and President-Elect may be elected from Board members listed in this Article, however they are not required to be elected from the Board members listed in this Article

and therefore may be elected by the Voting Members as additional Board members for the relevant terms set out under Article 24.

26. At the first Meeting of the Board after the Annual General Meeting the following officers shall be elected by the Board:-

(a) **Chairperson** – A Chairperson shall be elected from amongst the Board members, who shall assume office and shall be entitled to preside at all meetings of the Board at which he/she shall be present during his tenure of office as Chairperson. If the Chairperson shall not be present at the appointed time for any meeting or within ten minutes thereafter, the Vice Chairperson shall act as Chairperson for that meeting. If in turn the Vice Chairperson shall not be present at the appointed time for any meeting or within ten minutes thereafter, the Board members present shall choose one of their number to act as Chairperson for that meeting. Every Chairperson of the Board shall hold office as Chairperson until the termination of the Annual General Meeting next succeeding the date of his/her election, but shall thereafter be eligible for re-election. The Chairperson shall be eligible to hold the office of Chairperson for a maximum of four consecutive years, subject always to the maximum term of office of a director set out in Article 27. At the expiration of such four consecutive years the Chairperson shall not be eligible for election to that same office for a period of one further year.

(b) **Treasurer** – A Treasurer shall be elected from among the Board members. The Treasurer shall fulfil all normal duties associated with such office. Every Treasurer shall hold office as Treasurer until the termination of the Annual General Meeting next succeeding the date of his/her election, but shall thereafter be eligible for re-election. The Treasurer shall be eligible to hold the office of Treasurer for a maximum of four consecutive years, subject always to the maximum term of office of a director set out in Article 27. At the expiration of such four consecutive years the Treasurer shall not be eligible for election to that same office for a period of one further year.

(c) **Secretary** – The Secretary shall be appointed by the Board and shall receive such remuneration and be employed upon such conditions as the Board shall consider appropriate.

(d) **Vice Chairperson** – A Vice Chairperson shall be elected from amongst the Board members. Every Vice Chairperson of the Board shall hold office as Vice Chairperson until the termination of the Annual General Meeting next succeeding the date of his/her election, , but shall thereafter be eligible for re-election. The Vice Chairperson shall be eligible to hold the office of Vice Chairperson for a maximum of four consecutive years, subject always to the maximum term of office of a director set out in Article 27. At the expiration of such four consecutive years the Vice Chairperson shall not be eligible for election to that same office for a period of one further year.

Furthermore, the Association’s national young members association (“YMA”) shall, through its National YMA Committee, nominate three candidates amongst the National YMA Committee to act as a representative responsible for updating and advising the Board on YMA matters (the “YMA Representative to the IHFA”), The Board, upon receipt of the names of the three nominees will select one of the nominees to act as the YMA Representative to the IHFA. For the avoidance of doubt, the YMA Representative to the IHFA will not be a member of the Board and shall only attend such portion of the Board meetings as are applicable to the YMA, as directed by the Board. The YMA Representative to the Board will not be entitled to vote at Board meetings.

27.

(a) The election of members of the Board of the Association whether under Articles 24 or 25(a) shall take place by postal ballot. Each Board member elected under Article 24 shall be elected for the relevant term for such offices set out under that Article. Each board member elected under Article 25

shall be elected for a three year term and shall be eligible for re-election for a second such three year term ("Second Board Term"). Save as set out under Article 27(b), at the expiration of such Second Board Term a Board member elected under Article 25 shall not be eligible for election to the Board for a period of one further year.

(b) The Board shall have discretion to select (by way of majority vote) up to three of those Board members elected under Article 25 who would otherwise be required to resign from the Board following the expiration of his/her Second Board Term to continue to act as Board members for a period of one further year ("Third Board Term"), subject to such Board members putting themselves forward for such re-election. Following the expiration of such Third Board Term a Board member who is re-elected under this Article 27(b) shall not be eligible for election to the Board for a period of one further year.

28. The primary duty of the Chairperson shall be to preside at Board and Executive Committee Meetings, maintain order, conduct meaningful debates, summarize meetings, permit proper decision making and provide effective leadership to the Board.
29. The Secretary shall maintain proper minute books and records and shall have custody of all records and paper of the Association and shall conduct all correspondence on behalf of the Association and shall ensure that minutes are signed at each meeting.
30. The Treasurer shall furnish financial statements as often as is reasonably required and shall furnish a full statement of account at the end of each year. Such statement of account shall be audited and submitted to the Annual General Meeting of the Association.
31. The Board may appoint sub-committees and delegate to such sub-committees any of its powers, except those relating to the election and expulsion of Members. Membership of such sub-committee shall be established by such Rules as the Board may make, from time to time.

Proceedings at Board Meetings

32. Meetings of the Board shall take place as such times and in such places as shall from time to time be decided by the Board but there shall be a minimum of two Board meetings in each calendar year. Any Board member who fails to attend two consecutive Board meetings without a valid apology or exceptional circumstances shall be removed from the Board by resolution of the other Board members.
33. Voting at Board meetings of the Association shall be on the basis of one vote for each Board member present and eligible to vote.
34. The Board shall appoint an Executive Committee to do all such things as they may consider appropriate for the welfare of, or conducive to the better management of, the Association and for the management of its concerns and businesses and enterprises. The Executive Committee shall be made up of the President, Chairperson, Treasurer, Secretary and three further Board members appointed to the Executive Committee by the Board. The quorum for meetings of the Executive Committee shall be four Executive Committee members present in person. The members of the Executive Committee shall hold office for the same period in which they hold office as members of the Board. Any casual vacancy may be filled by the Board at the same or next meeting and the person so appointed shall continue in office for the remainder of the period of office of the person whose absence shall have caused the vacancy.
35. **Auditors**: Auditors shall be appointed at the Annual General Meeting of the Association, on the recommendation of the Board. Proper accounts and balance sheets as at the 31st day of December in

each year shall be audited and made available to Voting Members of the Association at each Annual General Meeting.

General Meetings

36. The Annual General Meeting shall be held within the calendar year at such a venue as shall be decided by Board. At least twenty one (21) clear days' notice of such meeting shall be sent to each Voting Member at the address as noted in the Association's Register of Members. The President shall preside at such Annual General Meeting. Eight Voting Members present in person or by proxy shall constitute a quorum for Annual General Meetings.
37. The Board may call an Extraordinary General Meeting when any question of importance shall arise, by giving not less than twenty one (21) clear days' notice in the case of a meeting called for the passing of a special resolution and 14 clear days' notice for all other such meetings. The Board shall be obliged to call such Extraordinary General Meeting upon receipt by the Secretary of a requisition signed by not less than fifty (50) Voting Members so requesting. The requisition shall state the matter which it is proposed to bring before the meeting and the proceedings at the meeting shall be confined to the matter set forth in the requisition. Such a meeting shall be called not more than sixty days from the date of receipt of such requisition by the Secretary. Eight Voting Members present in person or by proxy shall constitute a quorum for Extraordinary General Meetings.
38. Every Voting Member shall have one vote at general meeting.
39. Where there is an equality of votes, the Chairperson of the meeting at which such equality of votes shall arise shall be entitled to a second or casting vote.

Rules of the Association

40. Every Member shall be bound by, and shall submit to, the Rules of the Association.
41. The Board may from time to time make, amend and repeal such rules or bye-laws (including disciplinary rules) (together "Rules") as they may deem necessary or expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
 - (a) the admission and classification of Members of the Association (including the admission of organisation to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, Subscription and other fees or payments to be made by Members;
 - (b) the conduct of Members of the Association in relation to one another and in relation to the Association's employees and the disciplinary rules and procedures in the event of misconduct;
 - (c) the setting aside of the whole or any part or parts of the Association's premises at any particular time or times or for any particular purpose or purposes;
 - (d) the procedure at general meetings and meetings of the Board and committees established by the Board in so far as such procedure is not regulated by the Articles;

- (e) any herdbook maintained by the Association (which the Board shall also have the right to manage), including the creation or amendment of rules relating to any such herdbook and the classification of cattle; and
- (f) generally, all such matters as are commonly the subject matter of company rules.

The Board shall adopt such means as they think sufficient to bring to the notice of Members of the Association all such Rules as introduced, amended or repealed, which shall be binding on all Members of the Association, provided always that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

The Association in general meeting shall have power to alter, add to or repeal the Rules by resolution of two thirds of the Voting Members present at an Extraordinary General Meeting. Any Voting Member may requisition the holding of an Extraordinary General Meeting for such purpose in accordance with Article 37 hereunder.

For the avoidance of doubt any proposed amendments to the Memorandum or to these Articles will require the passing of a special resolution of the Voting Members approving such amendments.

Disqualification, Removal from Membership, etc.

- 42. Membership of the Association shall automatically cease on any Member's death or dissolution.
- 43. If any Member shall refuse or wilfully neglect to comply with any of these Articles or shall have been guilty of such conduct as in the opinion of the Board, either shall have rendered him/her/it unfit to remain a Member of the Association or shall be injurious to the Association, or if the Board shall for any other good reason (including the breach by the Member of the Association's disciplinary rules and procedures, showing rules, herdbook rules, by-laws or any other rules of the Association in place from time to time) require that a Member shall be expelled or suspended from membership or otherwise sanctioned in respect of his/her/its membership, such Member may, by a resolution of the Board, be expelled or suspended from Membership or otherwise sanctioned provided that the Association's disciplinary rules and procedures shall have been followed and provided that the Member shall have been given notice of the intended resolution for his/her/its expulsion and shall have been afforded an opportunity of giving orally, or in writing, to the Association (or any relevant committee thereof) any explanation or defence as he/she/it may think fit in accordance with all applicable Rules.
- 44. A Member shall be disqualified or removed from membership of the Association if he/she/it:-
 - (a) is adjudged a Bankrupt in the State or makes any arrangement or composition with his/her/its Creditors generally; or
 - (b) becomes of unsound mind; or
 - (c) resigns by notice in writing to the Association; or
 - (d) is convicted of an Indictable offence; or

- (e) is expelled from membership in accordance with the Association's disciplinary rules and procedures, showing rules, herdbook rules, by-laws or any other Rules of the Association in in place from time to time.
45. No person, society or company, which in the opinion of the Board is either directly or indirectly involved in the carrying on of any business in direct competition with and detrimental to that in which the Association is engaged shall be eligible to become or remain as a Member, subject as otherwise hereinafter provided. If a Member becomes ineligible to continue as a Member under the provisions of this Article the Board shall cause a notice to be served on such Member by pre-paid registered or recorded delivery post addressed to such Member at his/her/its registered or last known address and such notice shall:-
- (a) state the basis for the Board's opinion;
 - (b) request the Member's comments thereon within 21 days of the date of such notice;
 - (c) state that the Board proposes to consider the removal of his/her/its name from the Register of Members at a Board meeting to be held not less than one month from the date of posting of said notices and;
 - (d) request the attendance of the Member at that meeting.
46. At the Board meeting convened for the purpose of the matters referred to in the notice served under Article 45 above or at any adjournment thereof it shall be lawful and competent for the Board, having considered the comments, explanations and submissions (if any) made by the Member to remove the name of such Member from the Register of Members by resolution to that effect passed by a two thirds majority of the Board members present and voting at such a Board meeting and upon such resolution having been passed the membership of such Member shall be deemed for all purposes to have been cancelled and annulled and an entry to that effect shall be made in the Register of Members. No claim of any nature or description shall lie against the Board or against the Association by reason of the removal of the Members name from the Register of Members.
47. In the event of the death of a Member the Board shall be entitled, through its Secretary to request production of an original or sealed and certified copy Grant of Probate or Letters of Administration, as the case may be, before registering the successor of such Member as a Member of the Association PROVIDED ALWAYS that the Secretary shall, at his or her discretion, be entitled to dispense with such proof or request such alternative proof, whether by way of a letter from a solicitor, or otherwise, before registering such change of membership.
48. **Winding-up, Dissolution of Association:** If, upon the winding-up or dissolution of the Association there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to, or distributed among, the Members but shall be given to, or transferred to, some other institution or institutions within the State, having objects similar to the objects of the Association.
49. **Seal:** The Seal of the Association shall be used only by the Authority of the Board and every instrument to which the Seal shall be affixed shall be signed by one Board member and shall be counter-signed by the Secretary or by a second Board member.
50. **Ownership of Animals:** Save as herein otherwise provided the Association shall be entitled to treat a person registered as a Member as the absolute owner of any herd or animals registered under such Member's herd number on AIMS or CMMS. Accordingly the Association shall not, except as ordered by a Court of Competent Jurisdiction or by Statute required, be bound to recognise any equitable or other claim to, or interest in, any such herd or animals on the part of any other person.

Herdbook Rules of The Irish Holstein Friesian Association Ltd.

As approved by the Board of Directors at its meeting on the 20th May 2015.

1. Herdbook of the Association

The Herdbook of the Irish Holstein Friesian Association (the Association) shall include:

- a) Particulars of the pedigree and performance of pedigree Holstein Friesian animals, which are eligible to be entered therein.
- b) Such other information as the Board of the Association may from time to time decide.

2. Breed Characteristics

The Holstein Friesian cow is a dairy or dual purpose animal with the ability to produce a large quantity of quality milk.

3. Breeding Objective

To develop the breed, with sufficient diversion, as to provide the most profitable dairy animals for the various systems of farming.

4. Registration of Animals

- a) The Herdbook shall have a Main Section and a Supplementary Section
- b) To qualify for entry in the Main Section of the Herdbook an animal shall:
 - i) Be descended from parents and grandparents entered in a Herdbook of the same breed as the animal being registered. Imported animals shall be registered in the Association's Herdbook and will retain the Herdbook name and number from the country of origin;
 - ii) Be identified at birth according to the rules of the Association's Herdbook; and
 - iii) Have a pedigree established in accordance with the rules of the Association's Herdbook.

The Herdbook provides for a grading-up programme, which is accommodated by the Supplementary Section. The Herdbook provides two categories in the Supplementary Section, one for male animals and one for female animals.

The Male Supplementary Section

The Male Supplementary Section consists of a single class for male animals which do not meet the criteria to enter the Main Section but who satisfy the criteria below. NOTE: animals entered in the Male Supplementary Section cannot progress in, or grade up from the Supplementary Section.

To qualify for entry in the Male Supplementary Section of the Herdbook an animal shall:

- a) be identified in accordance with the rules of the Association, conform to breed standard and be descended from either Holstein, Friesian or Holstein/Friesian sire. The male animal must have three generations of recorded ancestry;

- b) have parentage which has been verified by DNA analysis to be descended from officially milk recorded and genetically evaluated ancestors both sire and dam; and
- c) have genetic evaluation information available.

Males entered in this class will be given the notation “SRM”.

The Female Supplementary Section

A female, which does not qualify for entry in the Main Section of the Herdbook, may be entered in a Female Supplementary Section of the Herdbook subject to the conditions set out below. The Female Supplementary Section shall be divided into two sections: Section A and Section B.

- I. To qualify for entry in Section A of the Supplementary Section of the Herdbook an animal shall:
 - i. be identified (or have been identified) in accordance with the rules of the Association;
 - ii. be descended from either a main or Supplementary Section Holstein, Friesian or Holstein/Friesian sire; and
 - iii. be officially milk recorded or be descended from officially milk recorded ancestors.

The member shall give full particulars of the animals to be entered for Section A on forms available from the Association. Foundation female animals in this Section shall have the letters ‘ASR’ written after their name on their certificates.

- II. To qualify for entry in Section B of the Female Supplementary Section of the Herdbook an animal shall be a female whose dam is registered in Section A of the Female Supplementary Section of the Herdbook, and whose sire is registered in the Main Section of the Herdbook or in another EU approved herdbook of the Holstein Friesian breed. Females in this Section shall have the letters ‘BSR’ written after their name on their certificates.

A female animal whose dam (Section B) and maternal grand dam (Section A) are registered in a Supplementary Section of the Herdbook and whose sire and two grandsires are entered in the Main Section of the Herdbook or of another EU approved herdbook of the breed shall be eligible for entry in the Main Section of the Association’s Herdbook.

It is recommended that the grade up process is on a whole-herd basis and that the herd is officially milk recording.

5. Herd Prefix

a) Every member desiring to tender an animal for registration in the Association’s Herdbook shall first submit for registration a prefix to be approved by the Board and which shall, thereafter be applicable to animals bred and tendered for registration by that member, either alone or jointly with any partner or partners or other person or persons, particulars in writing of whose names, addresses and descriptions shall have previously been given by such member to the Association and to no other animals.

b) A prefix shall consist of one word only (i.e. the prefix cannot consist of a double barrel name) which has been approved by the Board of the Association and there shall be a single prefix per herd number. The member shall pay the prescribed fee before registration of the prefix is effected in the Association’s records.

c) Except by special permission of the Board of the Association a prefix that has been used by a member may not be used by another member.

d) When a herd is sold or discontinued its prefix shall lapse unless the member subsequently founds another herd or desires again to use its original prefix.

e) When a herd is taken over by a representative of the family of the previous owner of such herd, the Board of the Association, in its absolute discretion, may grant a request for the herd prefix to be continued.

f) When a herd belonging to any persons jointly either as partnership property or otherwise, is taken over either by a survivor of them or otherwise, the Board of the Association may, in its absolute discretion it shall so determine, grant a request for the herd prefix to be continued and be applicable to animals bred and tendered for registration by such survivors or survivor or successors or successor in business for so long as the Board of the Association may think fit provided always that such persons or person shall be, or include, at least one member of the Association and as regards every other of them shall be a person or persons particulars in writing of whose names, addresses and description shall have been duly given to the Association.

g) Every prefix shall be the absolute property of the Association.

6. **Identification of Animals**

a) Each animal shall be identified at birth with the National Bovine Identification number.

b) In addition to the National Bovine Identification number each animal must have a name, which shall not be altered after being registered in the Association's Herdbook except under such special circumstances as the Board of the Association may direct. All herd names shall be subject to the approval of the Board of the Association. Names are made up of a herd prefix and a name.

c) Red and White calves must carry the word 'RED' as the last word in the name i.e. Prefix/name(s)/Red.

d) If a Red and White calf is registered as above, but subsequently turns black and white, 'RB', denoting 'RED/BLACK', will be substituted for the word 'RED'.

7. Procedures for Animal Registration for Animals born in Ireland

a) An entry tendered for registration in the Association's Herdbook by a person who is not a member of the Association shall not be accepted.

b) A member of the Association shall be entitled to tender for registration in the Association's Herdbook, under, and subject to, the conditions contained in these Herdbook rules, entries of animals belonging to such member either alone or jointly with any other person.

c) The entry of every animal must be tendered for registration by the breeder of the animal except, (1) in the case of a foundation animal which would have qualified for Class A of the Supplementary Register as described in Part 1 of Appendix 3, (2) in respect of a calf born as a result of embryo transfer, (3) in the case of an animal imported to the Republic of Ireland by the Association or imported to the Republic of Ireland by a member.

d) In the preceding paragraph the breeder of an animal means a member of the Association who at the time such animal is born is the bona fide owner of the dam of the animal, either alone or jointly with any partner or partners or other person or persons whose names and addresses and descriptions shall have previously been given to the Association, in writing, by such member of the Association.

e) Every member of the Association who shall be the joint owner with a non-member of any animal registered in the Association's Herdbook shall, within one month after any change of the address of such person for the time being registered with the Association, give notice in writing of such change of ad-

dress to the Association.

f) The Association shall be entitled either before or after the entry of any animal in the Association Herdbook to make such enquires or investigations with respect to the animal, (including the inspection by any of its officers or agents of the animal or its parents or progeny or any records maintained by members), as the Board of the Association shall consider reasonable in the interests of the members of the Association, with the object of ensuring the accuracy of the Association's Herdbook and any entries therein.

g) On the entry of an animal in the Association's Herdbook, the Association shall issue to the member requesting such entry a certificate of registration incorporating a pedigree extended to a maximum of three generations in respect of such animal. Note: A subsequent registration certificate with updated pedigree and performance information may be issued on payment of a re-issue fee and return of the original registration certificate.

h) The birth of every calf whose entry is desired to be registered in the Association's Herdbook shall be notified to the Association by the owner or his representative within 27 days from the date of birth of the calf. The procedure(s) for registering calves are:

(i) Notification of the birth on the ICBF Animal Event (AE) form duly completed giving details of date of birth, sex, ear tag number, dam, sire and name of calf to be forwarded to ICBF for entry in the Association's Herdbook.

(ii) Any other alternative procedure or means of registration approved or directed by the Board of the Association from time to time.

(iii) Notifications/registrations submitted after the 27 day period shall be subject to parentage verification spot-checks and late notification/registration fees. These fees shall be at the discretion of the Board of the Association.

(iv) All male calves submitted for registration will be subject to genomic testing and sire check.

(v) A full Parentage random check of one in every 300 female calves is required. A full parentage check is mandatory for all male and female embryo calves and all male twins submitted for registration.

i) The official Department of Agriculture, Food and the Marine ear tag shall be the accepted means of identification of every calf in the Herdbook.

j) Where the sire and dam of a calf were not in the same ownership at the time of service or insemination, a properly authorised service or insemination certification verifying this service or insemination must, unless otherwise decided by the Board of the Association, be submitted when the calf is tendered for registration.

k) The fact of an animal being twin, or otherwise one of a multiple birth, shall be notified to the Association on the Animal Events sheet or any other means of registration notification being used, stating the sex of the other twin, or other calves, and which shall be noted in the Association's Herdbook against the registration entry of such animal.

l) A calf born by embryo transfer will carry the suffix 'ET' and may be registered in the normal way and with the prefix of the herd in which it is born subject to the following conditions:

(i) The collection and transfer of embryos shall be carried out by an operator and at an Embryo Transfer Station recognised by the Association.

(ii) Upon each collection of embryos:

a. An embryo collection certificate (form ET1) must be fully completed in triplicate by the embryo transfer unit, one copy to be retained by the unit, one to be retained by the owner of the donor female and one to be submitted to the Association.

- b. If the donor female was artificially inseminated, or served naturally by a bull/bulls not owned by the owner of the donor female, the relevant insemination or service certificate(s) must accompany the embryo collection certificate.
- c. The donor dam must have a DNA profile, hairs to be collected at time of flushing.
- d. If the service bull(s) is/are not already blood typed or DNA typed, application for DNA typing to be carried out must be made to the Association at the time of embryo collection.
- (iii) If any embryo is sold or transferred to other ownership by the owner of the donor female, either unfrozen, frozen or in a recipient female even if the recipient female remains the property of the breeder, a form ET2 must be completed giving the new owner's details and submitted to the Association.
- (iv) If at one and the same time more than one embryo is transferred to a recipient those embryos must be from one and the same collection.
- (v) A breeder wishing to breed a donor cow to more than one bull at any heat period must notify the Association and the parentage of any resulting calves must be verified by DNA.
- (vi) The member notifying the birth of a calf resulting from an embryo transfer must:
- a. Insert the letters 'ET' as a suffix to the calf's name on the birth notification form.
 - b. The unique ET 1 form number (not the collection reference number) must be quoted in the appropriate place on the birth form.
 - c. A calf born as a result of embryo transfer where semen from two or more bulls was used for the insemination (as in (v) above) must be fully parentage checked by DNA typing as appropriate. On receipt of the birth form the Association will despatch the hair sample pack(s) to the member.
 - d. In the case of embryos imported into Ireland the breeder must:
 - Submit a copy of the embryo collection certificate from country of origin
 - Give notification of the number of embryos from that collection that were imported
 - Submit three generation pedigrees from both sire and dam
 - Submit blood type certificates for both sire and dam.

Birth forms must be submitted as described in (vi) (a) and (vi) (b) except that the collection reference number from the country of origin must be quoted on the birth form.

A pedigree calf whose birth has not been notified to the Association within 27 days from the date thereof as required by Rule 7(h) may, if otherwise eligible, still be registered in the Association's Herdbook within 60 days from the date of such birth upon payment of the late notification fee as from time to time laid down by the Board of the Association. A parentage check may be required for the registration of calves over 60 days of age (and payment of the prescribed fee(s) (if applicable)).

8. **Procedures for Animal Registration for Imported Animals / Semen**

In the case of a live female or male, semen, ova or embryos imported from outside the Republic of Ireland, the member who owns that animal, semen, ova or embryos must submit an export pedigree certificate and

a DNA type certificate from the country of origin (or from Ireland if no DNA type test is carried out in the country of origin), in accordance with the legislation in force at that time.

9. **General Rules on Registration of Animals with the Association**

a) The entry of any animal in the Association's Herdbook shall be at the absolute discretion of the Board of the Association.

b) The fee(s) for registration of an animal in the Herdbook shall be that as laid down by the Board of the Association from time to time.

c) Payment for registration of an animal in the Herdbook is due immediately upon acceptance of the application for entry in the Herdbook.

d) The manner in which members pay for registration fees will be as follows:

i. By having a direct debit signed in favour of the Association

ii. By maintaining a pre-payment account with the Association, each registration to be deducted from prepayment balance

iii. Any other means approved by the Board of the Association

e) Registrations in the Herdbook will not be accepted unless payment(s) conform to one of the methods described in 9 (c) above.

f) Any fine or fines which has or shall become payable by a member under the Herdbook rules of the Association in respect of any animal shall be additional to the fees payable and unless and, except in so far as in any special case the Board of the Association shall otherwise expressly resolve and determine, no entry shall be made in the Association's Herdbook in respect of any animal unless and until any such fine or fines as aforesaid which may have been payable in respect of such animal shall have been duly paid and discharged.

g) The Board of the Association may at any time cancel or alter or amend, as may be necessary, the entry of an animal in the Association's Herdbook which shall be found to contain any false or inaccurate particulars or statement or to have been made on the faith of any false or inaccurate particulars or statement given or made to the Association. On the cancellation, alteration or amendment of the entry of any animal in the Association's Herdbook the Certificate of Registration issued by the Association in respect of such animal shall be delivered up to the Association and be cancelled, altered, amended or replaced.

h) The Board of the Association may refuse to accept entries for registration in the Association's Herdbook from any member who is also a member of an Association issuing a Holstein Friesian or Friesian herdbook in opposition to, or distinct from, the Association's Herdbook.

10. **Change in Ownership**

The following rules shall apply to the sale/transfer of any animal whose entry has been registered in the Association's Herdbook:

a) The Board of the Association will accept such evidence of change of ownership as may be considered satisfactory or required in order that the prefix or name of the bona fide owner may be noted in the records of the Association.

b) Where any member of the Association who has been expelled from the Association, or suspended from membership, under the Association's Articles of Association or the Association's disciplinary rules (the "Disciplinary Rules") is, at the time of such expulsion or suspension, an owner of registered cattle, the Board of the Association may, at its discretion, allow such member to transfer the cattle then registered

in his name in the Association's Herdbook, after the date of expulsion, or suspension, as the Board of the Association may decide.

c) The Board of the Association may refuse to accept entries for registration in the Association's Herdbook from any member who fails to observe or perform any of the provisions of these Rules. The Board shall not sanction definite acceptance of the Association of notification of birth unless the dam of the calf concerned has been properly transferred to the breeder of that calf, as required by these Rules.

d) The Board of the Association reserves the right to refuse to recognise or accept any transfer, especially one made by a member whose conduct has been considered or is being considered under the Association's Articles of Association or the Association's Disciplinary Rules and also, reserves the right to refuse to register in the Association's Herdbook an entry of the progeny of a registered animal.

11. **General Conditions**

a) The Society shall operate in a non-discriminatory fashion towards its members

b) The Association reserves the right to discontinue or alter any of the foregoing rules, or to add any new rule thereto.

c) The fines, fees and other payments to be made to the Association shall be such as may be prescribed from time to time by the Board of the Association and published in the Association's Journal.

d) Should any question arise concerning the meaning, interpretation or application of any of the Herdbook rules of the Association, the decision of the Board of the Association shall be final and binding.

12. **Appeals Procedure**

This procedure (including Stages 1 to 4 set out below) is separate from the Association's Disciplinary Rules in the case of Misconduct of a Member (each as defined in the Disciplinary Rules) and shall only apply where the Association declines to register an animal upon the making of a request for such registration by a Member.

a) Where within the procedures of the Association, a member feels that he or she has been unfairly disadvantaged by the Association regarding the registration of an animal in the Association's Herdbook, he / she may make a special appeal to the Board of the Association. Such appeals shall be dealt with in accordance with the appeals procedure below.

b) The objective of this procedure is to provide a member who has a grievance with the Association regarding the registration of an animal in the Association's Herdbook with an opportunity to have the grievance examined and resolved at the earliest practical moment and at the most local level possible.

c) While the matter is being considered under the Appeals Procedure, the operation of the Association cannot be interrupted. The person(s) raising the matter shall continue to comply with the rules of the Association during the course of the examination of the matter in question. By so doing he/she will not create any precedent nor will his/her membership of the Association be prejudiced in any way in relation to the matter being processed.

The procedure to apply shall be as follows:

Stage 1

A member who feels aggrieved in relation to any matter pertaining to Association's registration procedures should, in the first instance, write to the Chairman of the Board of the Association, making it clear that Stage 1 of this Herdbook Appeals Procedure is being invoked. The Chairman will reply as soon as is reasonably practicable, but in any case within thirty days from receipt of the letter from the appellant.

Stage 2

If the grievance is not resolved at Stage 1, or if a reply is not forthcoming from the Chairman of the Board within thirty days, the member(s) may request in writing that at the next Board meeting, the Board allow the member to attend the meeting during the period that the grievance is being considered. The member(s) will be allowed to make an oral submission on the grievance. The Board of the Association will then reconsider the issue and must communicate its decision to the appellant within thirty days.

Stage 3

If the issue remains unresolved after Stage 2, the member(s) may request an independent hearing. The Board of the Association shall grant such a hearing. Appeals at Stage 3 will be heard by an individual or group of individuals with appropriate expertise, agreed by both parties to the dispute. From the date of appointment of the person(s) hearing the appeal, the case will be heard and the decision taken will be communicated to both parties within three months. The person(s) hearing the case will decide on the apportionment of costs, as appropriate.

The Association expects all its members to abide by the rules, regulations and standards established by the Association.

IHFA RULES AND REGULATIONS FOR SHOWING DAIRY CATTLE

As approved by the Board of Directors at its meeting on the 20th May 2015.

IHFA RULES AND REGULATIONS FOR SHOWING DAIRY CATTLE AND STANDARD PROCEDURES AND PENALTIES FOR ENFORCING RULES AND REGULATIONS FOR SHOWING DAIRY CATTLE

Interpretation and General Provisions

Throughout this document the following definitions shall apply:

“Animal” means any animal at a Show, whether such animal is participating or not in the Show.

“Association” or “IHFA” means the Irish Holstein Friesian Association a company limited by guarantee registered in Ireland under company number 507458.

“Board” means the board of directors for the time being of the Association.

“Disciplinary Rules” means the IHFA Disciplinary Rules and Procedures in place from time to time.

“Organisers” means (1) the Association, in the case of shows organised by or on behalf of the Association, including but not limited to the Emerald Expo, the National Dairy Show and the National Calf Show and (2) the relevant local show officers and committees, in the case of local dairy shows that elect to adopt these Showing Rules.

“Rules Committee” and “Inspector” means the rules committee or stewards appointed by the Organisers in accordance with paragraph 8 of Part II of these Showing Rules for the purpose of monitoring compliance with these Showing Rules and any other rules of a Show.

“Showing Rules” means these rules and regulations for showing dairy cattle and standard procedures and penalties for enforcing rules and regulations for showing dairy cattle.

“Member” means a member of the Association or a member of the National YMA.

“National YMA” means the young members association of the Association.

“Participants” means all owners, exhibitors and other participants including fitters, stewards and other agents of a Show, whether or not such persons are Members.

“Show” means any show operated by or for the Association (including but not limited to the Emerald Expo, the National Dairy Show and the National Calf Show) or any local dairy show to which the relevant local show officers and committees elect to adopt these Showing Rules.

In addition to the Showing Rules, all Participants shall meet all additional regulations as required by The Health & Safety Executive, DAFM (in particular following the Code of Recommendations for the Welfare of Livestock), any other Government or legislative body, The Trading Standards Office and The Local Authorities under whose control the Show falls, in particular those relating to Bio-Security and Health and Safety.

The Organisers reserve the right to decide upon the interpretation of all rules of the Association, including these Showing Rules and the decision on any eventuality, not covered in these Showing Rules, will be ruled upon by the Show’s Rules Committee.

Participants and spectators of Shows are present at the invitation of the Organisers and that invitation may be withdrawn at the Organisers' discretion (or at the discretion of any one of them) at any time, which for the avoidance of doubt shall include during a Show.

The Showing Rules support good animal husbandry practices at Shows, while presenting a positive image to spectators. All Participants agree to abide by these Showing Rules.

These Showing Rules will be reviewed by the Board on a regular basis and may be amended by the Board from time to time.

PART 1 – PROHIBITED PRACTICES

The following practices and procedures are prohibited at Shows:

1. Misrepresenting the age or ownership of an Animal.
2. Filling an Animal's rumen unnaturally with liquid (tubing).
3. Balancing the Animal's udder by any means other than by leaving naturally produced milk in any or all quarters.
4. Treating the Animal's udder internally with an irritant, counter-irritant, or any other substance to temporarily improve conformation or produce unnatural animation.
5. Treating the Animal's udder externally with an irritant, counter-irritant, or any other substance to temporarily improve conformation or produce unnatural animation. (Permitted practices / substances include the use of external anti-inflammatory substances for the well-being of the Animal). No unlicensed substance may be entered inside the teat orifice of the Animal and the setting of teats with any substance shall be prohibited.
6. Roping an Animal's udders and the use of objects to physically improve definition of the suspensory centre ligament.
7. Administering epidural anaesthesia (blocking tails) and/or applying any irritant either externally or internally to the perineal (rectum and vagina) area of the Animal.
8. Inserting foreign material/articles under the Animal's skin, into the topline (including hair not attached to the Animal's own hair follicle) or on the feet. (Administration of prescribed medications, and false switches and tails is permitted).
9. Performing surgery of any kind to change the natural contour of appearance of the Animal's body, hide or hair. The removal of warts, teats and horns, clipping and dressing of hair and trimming of hooves is permitted.
10. Wrapping an Animal's hocks or draining fluid from hocks unless authorised by a veterinarian at the Show.
11. Attaching any appliance to the Animal other than for milking.
12. Criticising or interfering with any or all of the individuals involved in the organisation and judging of the Show (including, without limitation, the judge, stewards, Inspectors, veterinarians, show management, other exhibitors, another Participant or Member or another Participant's or Member's Animal(s)), or any other misconduct detrimental to an Animal or a Show, or misconduct contrary to the interests of the Association or the National YMA, or misconduct which might bring the Association and/or the National YMA into disrepute;
13. Placing shackles on an Animal prior to or during or in connection with a Show.

PART II – PROCEDURES AT SHOWS

All Participants agree to abide by the following procedures at and in relation to Shows:

1. All Participants must sign the applicable agreement(s) annexed to these Showing Rules to abide by the Showing Rules, either as a separate document or as part of the entry form.
2. Participants shall deliver to an Inspector upon request any hypodermic syringe, needle or any other device, swabs, cloths or other material, or samples or any medicine, preparation or substance whether in liquid or other form, for the purpose of laboratory analysis.
3. Participants shall provide a list of all medicines that they take to the Show at the beginning of the Show in the Medicine List form provided by the Organisers. They shall record all treatment (including medicine) an Animal receives during the course of the Show on the Treatment Register provided by the Organisers and Participants shall provide a completed Treatment Register in respect of each Animal to the Organisers at the end of the Show.
4. All entries and personal property of the Participants are subject to inspection by Inspectors authorised by the Organisers. Participants shall co-operate with the Inspectors and shall provide all such information required by the Inspectors in connection with such inspections and shall provide access to the Animal and all information reasonably required by any Inspector(s) in connection with such inspections and shall provide, if so requested, samples of urine, milk, blood, or any other body fluids suitable for analysis.
5. All treatments to Animals undertaken at Shows are to be administered only by a veterinarian appointed by the Organisers. All or any Animals at Shows may be blood tested by a veterinarian appointed by the Organisers for laboratory toxicology analysis or may be tested by such veterinarian in any other manners using scanning equipment. The test sample and analysis results shall remain the property of the Organisers. Any adverse results findings will be reported to the Animal's owner and the Member in whose herd the Animal is registered (as applicable) who will be subject to the Disciplinary Rules. Any such adverse results findings will also be reported to the relevant department authority.
6. Participants shall remove any udder supports, blankets or other objects limiting the ability of the Inspector to undertake a thorough inspection of the Animal or otherwise.
7. Participants agree to act at all times in accordance with these Showing Rules, and will accept any final decision made thereunder.
8. The Organisers will appoint designated persons to act as a Rules Committee at the Show. The Rules Committee for the Show will be responsible for overseeing compliance with the Showing Rules. The Rules Committee shall be representatives of the Organisers at the Show.
9. The Rules Committee for the Show, or any agent or representative of the Rules Committee, shall act as the Inspector under the Showing Rules for the purpose of monitoring compliance. To assist in this regard, such person(s), their agents or representatives shall have the authority to perform on any Animal any of the following non-exhaustive list of actions:
 - a. an ultrasound examination of the Animal's udder, prior to and after milkout;
 - b. a milkout of any individual Animal or Animals;
 - c. the collection and testing of any of the Animal's body fluids, at any time;
 - d. taking a blood sample from the Animal for laboratory toxicology analysis or testing the Animal in any other manner using scanning equipment; and/or
 - e. the use at any time of any other technology and other inspections and/or analysis – including autopsy – that the Inspector considers may be useful for assessing compliance with the Showing Rules.
10. The Inspector may, at any time, require the delivery of any hypodermic syringe, needle or other device, swabs, cloths or other material or samples or any medicine, preparation or substance, whether in liquid

or other form, in the possession or control of the Participant or Member (as the case may be) or persons acting on his/her/its/their behalf, for the purpose of laboratory analysis.

11. All Participants at the Show shall provide promptly to the Rules Committee, upon request, whatever information and shall produce any documents required by the Rules Committee for the proper monitoring of compliance with the Showing Rules and any other rules of a Show and shall fully co-operate with any inspections.

12. The Rules Committee will use reasonable endeavours to warn an Animal's owner or the Member in whose herd the Animal is registered or such person's representative before entering the Show ring that:

- a. a complaint has been received of a possible violation of the Showing Rules concerning the Animal to be shown, or
- b. the Rules Committee has a reasonable belief that there would be a violation of the Showing Rules if the Animal is shown.

If the relevant Animal's owner, or the Member in whose herd the relevant Animal is registered, or such person's representative decides not to show the Animal after receiving such a warning, no violation of the Showing Rules will be considered to have occurred and no disciplinary measures will be taken against such person(s). The Rules Committee will only give the warning referred to in this paragraph where the Rules Committee considers it reasonable and practical to do so but reserves the right not to give such warning, including, without limitation, in circumstances of disqualification of entries under the Showing Rules.

13. The Rules Committee shall have the option, following the judging of the milking cow classes, to ultrasound the udders, prior to milkout, of a representative number of the milking cow classes, or to take milk samples from a representative group of cows. If the Rules Committee undertakes the option to ultrasound the udders or to take milk samples, it shall make an announcement to this effect before the judging of the milking cow classes.

14. Where, after the judging of the milking cow classes, the Rules Committee considers that there has been a violation of the Showing Rules or other show rules and regulations, the accused Participant shall be notified of the alleged violation and shall confidentially be provided with information supporting the basis for the allegation.

15. All Participants are subject to the disciplinary procedure set out under Part III of these Showing Rules and furthermore Participants that are Members are further subject to the IHFA Disciplinary Rules.

PART III – DISCIPLINE

1. Notwithstanding any provision of Part II above, at any time in the Show the Rules Committee reserves the right to disqualify from a Show a Participant, Participants, an Animal or Animals if the Rules Committee deems that in the circumstances it is fit and necessary to do so. Further action may be taken against any Participant or Participants at the sole discretion of the Rules Committee. The Rules Committee reserve the right not to extend invitations to future Shows to non-Member Participant(s) who breach the Showing Rules, and, in the case of Participants that are Members, the Rules Committee may refer the matter to the Association for consideration and, if applicable, sanction in accordance with the IHFA Disciplinary Rules, pursuant to which the Association may suspend the Member from membership of the Association or from participating in Shows pending the outcome of any Procedure (as defined in the IHFA Disciplinary Rules) undertaken in accordance with the IHFA Disciplinary Rules. The decision of the Disciplinary Committee to disqualify a Participant(s) or Animal(s) from a Show, or to refuse to extend an invitation to future Shows to non-Member Participant(s) shall be final and binding and Participants shall abide by such decision of the Rules Committee.

2. The Organisers and/or Rules Committee further reserves the right to (a) arrange the removal of any spectator from a Show and (b) not to extend an invitation to such spectator to future Shows, if the behaviour of such spectator is, in the opinion of the Organisers and/or Rules Committee, such as to warrant such spectator's removal. If such spectator is a Member, then the Organisers and/or Rules Committee reserves the

right to refer the matter to the Association for consideration and, if applicable, sanction in accordance with the IHFA Disciplinary Rules.

3. Where a conflict of interest for a member of the Rules Committee or the Organisers (as the case may be) such person will stand aside in respect of the consideration of the violation or grievance in question.

4. It is the mission of the Association that, where possible, all grievances shall be dealt with prior to, at or as soon as practicable following the relevant Show by the parties concerned, in as amicable a manner as possible. However, in the case of Misconduct (as defined in the IHFA Disciplinary Rules) by a Member, the Rules Committee reserves the right to refer the matter to the Association and the IHFA Disciplinary Rules shall apply with respect to such Member. In the case of Misconduct by a Member, the Disciplinary Committee or the Appeals Committee (each as defined in the IHFA Disciplinary Rules) may, having considered any plea in mitigation, impose one or more of the Sanctions set out in the IHFA Disciplinary Rules on the Member.

5. Any disputes at Shows must be logged within an hour of Show ending and if a grievance cannot be resolved in the manner outlined at paragraph 4 of Part III above, the Rules Committee shall notify the Association in writing.

6. A dispute during a Show may result in delay of final presentation until a final decision is made.

7. A decision of the Rules Committee finding a violation and imposing a disciplinary measure will be reported to the appropriate area club(s). It is the responsibility of each club to notify all relevant show committees within its jurisdiction. If the matter proceeds to a formal hearing under the IHFA Disciplinary Rules, the findings of the hearing shall be published in the Association's journal in accordance with the IHFA Disciplinary Rules.

NATIONAL YMA RULES & REGULATIONS (the “YMA Rules”)

MISSION STATEMENT

The YMA goal is to foster young members in Holstein Friesian breeding and impart the necessary education and skills. It is an aspiration of the National YMA Committee that YMA will organise YMA events within YMA age limits.

As approved by the Board of Directors at its meeting on the 26th February 2016.

Separate sections dealing with National Organisation, National YMA Committee, Membership, Club Structure, Competitions and Disciplinary Rules & Procedures.

1. NATIONAL ORGANISATION

- 1.1 The National YMA Committee shall consist of:
- 1.1.A A National Chairperson;
 - 1.1.B A National Co-Ordinator;
 - 1.1.C A Public Relations Officer (“P.R.O.”);
 - 1.1.D The IHFA Chief Executive or his nominee in the event that he is not able to attend any National YMA Committee meeting (“IHFA C.E.”);
 - 1.1.E An IHFA Liaison Officer;
 - 1.1.F An IHFA Board Representative; and
 - 1.1.G 2 nominated National Representatives from each club (the “National Club Representatives”) (hereinafter collectively referred to as the “National YMA Committee Members”).
- 1.2 The nominated National Club Representatives for each club on the National YMA Committee shall be considered and, if thought to be appropriate individuals for the relevant positions, solely having regard to the best interests of the National YMA, ratified at each annual general meeting (“AGM”) When considering the appropriateness of an individual nominated for the position the board may consider, amongst other circumstances, whether such individual is guilty of Misconduct as described in Rule 6.4 of these Rules. It is hereby clarified that no National Club Representative that puts himself or herself forward shall be refused appointment on the basis of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community. The maximum age for national club representatives is 30 years.
- 1.3 Subject to Rule 1.8 below, the National Chairperson, National Co-Ordinator and P.R.O. (hereinafter collectively referred to as the “National Officers”) shall be selected by the National YMA Committee (by majority vote) from those of the National Club Representatives that put themselves forward for such offices. Such National Officer nominees shall be considered and, if thought to be appropriate individuals for the relevant positions, solely having regard to the best interests of the National YMA, approved at the first National YMA Committee meeting following an AGM. When considering the appropriateness of an individual nominated for the position of the National Chairperson, the National Co-Ordinator or the P.R.O., the board may consider, amongst other circumstances, whether such individual is guilty of Misconduct as described in Rule 6.4 of these Rules. It is hereby clarified that no National Club Representative that puts himself or herself forward for the office of the National Chairperson, the National Co-Ordinator or the P.R.O shall be refused appointment on the basis of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community.
- 1.4 The National YMA Committee shall elect an “Organizing Committee” for all YMA events at the first National YMA Committee meeting following each AGM.

- 1.5 The National Chairperson & National Co-ordinator shall be elected for a 2 year term with the option of remaining in office for a 3rd year, subject to the requirement that the National Chairperson & Co-Ordinator must be within YMA Age (as defined in Rule 2.1 hereunder) at the beginning of such 3rd year. This optional 3rd year (if applicable) nominees shall be considered and, if thought to be appropriate individuals for the relevant positions, solely having regard to the best interests of the National YMA, approved at the first National YMA Committee meeting following an AGM. When considering the appropriateness of an individual nominated for the position of the National Chairperson, the National Co-Ordinator or the P.R.O., the board may consider, amongst other circumstances, whether such individual is guilty of Misconduct as described in Rule 6.4 of these Rules. It is hereby clarified that no National Club Representative that puts himself or herself forward for the office of the National Chairperson, the National Co-Ordinator or the P.R.O shall be refused appointment on the basis of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community.
- 1.6 National Officers must be YMA Age (as defined in Rule 2.1 hereunder) at the date of election.
- 1.7 National YMA Committee Members must be YMA Members and/or IHFA members.
- 1.8 The National Co-Ordinator and/or the P.R.O. may each be an IHFA staff member, nominated at the sole discretion of the Board of IHFA.
- 1.9 At each and every meeting of the National YMA Committee there shall be strictly one vote allocated to each club. The most senior National Club Representative (by age) for each club shall cast that club's vote.
- 1.10 Each National YMA Committee Member may serve a term of two consecutive years with an option of re-election for a further two year term, subject to such National YMA Committee Member being nominated by his/her club and subject to notice in writing of such nomination being given to the National Chairperson, after which second term he/she must stand down as a National YMA Committee Member for one year.
- 1.11 Only National YMA Committee Members can attend National YMA Committee Meetings.
- 1.12 National Club Representatives are the official representatives of their clubs at National YMA Committee Meetings and in respect of all National YMA matters.
- 1.13 National Club Representatives who do not attend for three consecutive National YMA Committee Meetings must step down and their respective club shall hold an election for a replacement National Club Representative(s) at least ten days before the fourth consecutive National YMA Committee Meeting. The National Chairperson must be notified, in writing, of the new National Club Member at least 7 days prior to the fourth consecutive National YMA Committee Meeting.
- 1.14 The term of office of the National Chairperson, the National Co-Ordinator and the P.R.O. may not expire in the same year.
- 1.15 The National Club Representatives may put themselves forward for nomination to act as the YMA representative responsible for updating and advising the board of the IHFA (the "IHFA Board") on National YMA matters (the "YMA Representative to the IHFA"). The National YMA Committee shall nominate (by majority vote) three of such National Club Representatives to put forward to the IHFA Board for selection as the YMA Representative to the IHFA. The IHFA Board, upon receipt of the names of the three nominees will select one of the nominees to act as the YMA Representative to the IHFA. For the avoidance of doubt, the YMA Representative to the IHFA will not be a member of the IHFA Board and shall only attend such portion of the IHFA Board meetings as are applicable to the National YMA, as directed by the IHFA Board. The YMA Representative to the IHFA Board will not be entitled to vote at IHFA Board meetings, except as outlined in this Rule.

- 1.16 Every AGM will include on its agenda, an opportunity to review the YMA Rules. Any proposed rule changes or amendments to the YMA Rules identified at the AGM will be submitted to the Board of the IHFA for consideration and, if thought fit solely having regard to the best interests of the National YMA, approval by the Board of the IHFA.
- 1.17 A request for change(s) to the YMA Rules must be made in writing by a club and sent to the National Co-Ordinator at least 21 days in advance of the AGM. The request, by way of motion, has to include a proposing YMA Member and a seconding YMA Member. This request, by way of motion will be circulated to all clubs with the agenda of the AGM. This motion if approved at the AGM, shall then be considered and, if thought fit solely having regard to the best interests of the National YMA, ratified by the Board of IHFA.

2 YMA MEMBERSHIP

- 2.1 For YMA membership an individual (the “YMA Member”) must be 26 years of age or under as of January 1st of that year (“YMA Age”).
- 2.2 Each YMA Member must abide by and comply with these YMA Rules.
- 2.3 Each YMA Member must be a member of his/her local YMA club.
- 2.4 Each YMA Member must complete the membership application form in full, and post it to the IHFA’s office at Irish Holstein Friesian Association, Clonakilty, Co. Cork (the “IHFA Office). If the YMA Member is aged under-18 parental consent is required.
- 2.5 The membership application form is required to be accompanied by proof of the applicant’s age (copy of birth certificate or passport).
- 2.6 A membership fee is payable as stated on the membership application form and such fee may be amended from time to time at the sole discretion of the YMA Committee.
- 2.7 A YMA Member will only be permitted to vote at general meetings of the YMA Members upon his/her attaining 18 years of age; all YMA Members under the age of 18 shall be non-voting YMA Members.

3 CLUB STRUCTURE

- 3.1 Subject to Rule 3.3 below, each club shall elect a co-ordinator (the “Club Co-Ordinator”) and an assistant co-ordinator (the “Assistant Club Co-Ordinator”). The Club Co-Ordinator and Assistant Club Co-Ordinator shall hold office for a three year period initially with the option of re-election for a further three year period, after which time a new Club Co-Ordinator and Assistant Co-Ordinator must be elected by the club.
- 3.2 All Club Co-Ordinators must be aged 18 years or over and Assistant Club Co-Ordinators must be aged 16 years and over. Club Co-Ordinators and Assistant Club Co-Ordinators may be the same individuals as the National Club Representatives. Subject to Rule 1.6 above in respect of National Officers, Club Co-Ordinators, Assistant Club Co-Ordinators and the National Club Representatives are the only YMA club officers that can be above YMA Age i.e. over 26 years of age. For the avoidance of doubt, any Club Co-Ordinator, Assistant Club Co-Ordinator or National Club Representative that is above YMA Age must be a member of the IHFA.
- 3.3 The board of the IHFA may appoint at its discretion a Club Co-Ordinator and/or Assistant Club Co-Ordinator to a club area.

4 NATIONAL YMA COMMITTEE MEETING PROCEDURES

- 4.1 Email or postal copies of the agenda will be forwarded to all National YMA Committee Members at least one week prior to the meeting. The agenda must be closely adhered to during the meeting.
- 4.2 The agenda shall include a report from the YMA Representative to the IHFA board on any matters relevant to the National YMA.
- 4.3 Email copies of minutes of previous meeting will be forwarded to all National YMA Committee Members within 2 weeks of the previous meeting taking place.
- 4.4 In the event of the National Chairperson being unable to attend the National YMA Committee Members present must elect a chairperson for that meeting.
- 4.5 The minutes must be read and, if agreed, approved and adopted by a proposer and a seconder and signed by the Chairperson at that meeting.
- 4.6 Copy of signed minutes to be filed at the IHFA Office, to be known as the “Hard Copy”.
- 4.7 Any changes or decisions made at the meeting must be passed and must record the proposer and seconder of the motion.
- 4.8 A majority vote shall carry the motion. In the event of a tied vote, the National Chairperson shall have the casting vote.
- 4.9 All requests for changes to the YMA Rules and any other applicable rules, regulations and procedures must be in writing giving 21 days notice prior to the date of AGM.
- 4.10 No changes to the rules or regulations affecting any competition run by YMA will be accepted by the organisation any later than May 1st.
- 4.11 New Members List - All new YMA Members must be notified to the IHFA Office and the National Club Representatives (or any one of them) for each club and the updated list shall be considered and, if thought to be appropriate individuals, solely having regard to the best interests of YMA. When considering the appropriateness of an individual the committee may consider, amongst other circumstances, whether such individual is guilty of Misconduct as described in Rule 6.4 of these Rules. It is hereby clarified that no potential member shall be refused membership on the basis of gender, civil status, family status, sexual orientation, religion, age, disability, race or membership of the traveller community.

5 SHOWING RULES & REGULATIONS

National Calf Show Competition

The following are the Rules, Regulations and Conditions of the National Calf Show. All clubs must compete in all elements of the competitions. There is no opt-out therein for clubs, members, participants or IHFA members or their representatives in attendance.

In addition to the showing rules and regulations set out below, all YMA Members and other participants shall meet all additional regulations as required by The Health & Safety Executive, DAFM (in particular following the Code of Recommendations for the Welfare of Livestock), any other Government or legislative body, The Trading Standards Office and The Local Authorities under whose control the Show falls, in particular those relating to Bio-Security and Health and Safety.

- 5.1 Entries representing their local club area for the National Calf Show Catalogue will only be accepted on the condition that exhibitors, owners, their representatives, owner/handlers, handlers and fitters acting on behalf of owners/exhibitors will sign an entry form (the “Entry Form”) containing an acknowledgment of, and agreement to abide by, these YMA Rules and the IHFA Rules and Regulations for Showing Dairy Cattle (the “IHFA Showing Rules”).

- 5.2 The National YMA is the organiser of the National Calf Show, under the auspices of IHFA.
- 5.3 Entries to the National Calf Show representing their local club area is strictly on the basis that each exhibitor shall have previously signed the Entry Form as proof that he/she agrees to, acknowledges and is bound by the YMA Rules and the IHFA Showing Rules. Entry to the National Calf Show Competition shall be refused where an exhibitor/owner/, owner/breeder their representatives, participants, owners/handlers, handlers and fitters acting on behalf of owners/exhibitors has not signed the Entry Form.
- 5.4 The IHFA Showing Rules shall apply in all circumstances to the National Calf Show.
- 5.5 Any action by YMA Members, IHFA members, club members, breeders, owners, exhibitors, handlers, fitters, agents or their associates or representatives which contravenes IHFA Showing Rules, including misconduct of such individuals at the National Calf Show or any other YMA show, will lead to disqualification of the relevant club from the National Calf Show (or such other YMA show as the case may be) and/or the automatic suspension of the offending individual from participation and/or attendance at the National Calf Show and all other YMA and IHFA shows and organised events for one year.
- 5.6 All calves must be present on the club stand by a specified time and remain on the stand for the duration of the National Calf Show competition on both days. Clubs, YMA Members, exhibitor/owner/, owner/breeder their representatives, participants, owners/handlers, handlers and fitters acting on behalf of owners/exhibitors that do not abide by this Rule will not be allowed to compete. For the avoidance of doubt, calves competing on the day are not allowed back into the stalling area/shed during competition hours.
- 5.7 All calves must be visible at all times. No screening or apparatus which in any way blocks, restricts or diminishes the viewing, or access for inspection of calves is permitted on the club stand and the stalling areas.
- 5.8 The decision of the Organizers, National Chairperson and National Co-ordinator (as the case may be) is final.
- 5.9 Clipping, washing, and setting of top lines are permitted at the National Calf Show.
- 5.10 The show grounds will be locked down from 10 pm until 6 am or such other times as may be notified by the National Calf Show organisers. Anyone (Owner, Fitter, Exhibitor, etc.) found in breach of the lock down or on whose behalf an individual is found to be in breach of such lock down (e.g. by attempting to gain access or accessing the show grounds outside of permitted hours) will be barred from the National Calf Show.
- 5.11 A perimeter area will be in operation. Any calf found outside this zone will be barred from the National Calf Show.
- 5.12 A signed copy of the stewards' book shall be kept at National Calf Show and filed at the IHFA Office.
- 5.13 Any YMA Age handler can only represent one club in any one year.
- 5.14 The organising committee appointed by the National YMA Committee for the National Calf Show shall appoint such number of individuals as they deem appropriate to act as supervising stewards in the show grounds and stalling area at the National Calf Show.
- 5.15 The supervising stewards may be IHFA members or not. Such stewards may not be showing any animals themselves or otherwise participating in the National Calf Show, other than as stewards.
- 5.16 The supervising stewards and organising committee will be in charge of giving direction and all judging at the National Calf Show and their directions, decisions and judgements will be final and binding

on all show participants.

- 5.17 A separate area will be designated for veterinary care.
- 5.18 All treatments to animals undertaken at the National Calf Show are to be administered only by an IHFA appointed vet.
- 5.19 All or any qualifying calves for the Championship may be blood tested by IHFA appointed vet for laboratory toxicology analysis. The sample and analysis results shall remain the property of IHFA. Any adverse results findings will be reported to the animal's owner and the IHFA member (as applicable) who will be subject to the IHFA Disciplinary Rules and Procedures (the "IHFA Disciplinary Rules") in force from time to time. Any such adverse results findings will also be reported to the relevant department authority.

Holstein Calf Classes Rules & Regulations

- 5.20 All Holstein Friesian calves must be registered in the IHFA Herdbook. Calves not registered at the time of submitting entry forms for competition cannot compete.
- 5.21 Compiling of animal details for the catalogue will be in accordance with the ownership details on the pedigree registration certificate and on the Cattle Movement Monitoring System ("CMMS").
- 5.22 Valid entry forms must be lodged with the IHFA Office fourteen days in advance of the Calf Show.
- 5.23 For the March Calf Class, only YMA Members aged 10 and under on January 1st of the year of competitions can lead a calf in this class
- 5.24 For the Junior Calf class: only a YMA Member aged 12 or under on January 1st of the year of competition can lead a calf in this class. Any YMA Member aged 12 or under on January 1st of that year can show in one other class.
- 5.25 For the intermediate calf class: only a person aged 16 and under on January 1st of the year of competition can lead a calf in this class. Any YMA member 16 or under can show in one other class.
- 5.26 For the 3 older classes YMA Members of any YMA Age can show a calf in two of these classes.

Handler Classes Rules & Regulations

- 5.27 The following handler class categories shall apply:

Novice Open to anyone aged 26 or under on January 1st of the year, who has not qualified for the handler classes of the National Calf Show for the last 2 years.

Based on entries, the novice class maybe split into two or more sub-classes. It is recommended that the split be (1) under 12 years (2) under 18 years and (3) under 26 years as of January 1st of that year. The 1st and 2nd place handlers in the Novice class are permitted to compete in the Championship. They are not permitted to compete in the Novice class of the following three years' National Calf Shows.

Junior Aged 12 or under on January 1st of the year

Intermediate Aged between 13-16 years on January 1st of the year

Senior Aged between 17-20 years on January 1st of the year

Mature Aged between 21-26 years on January 1st of the year

- 5.28 A handler can show any YMA age calf in their respective handling class, but their handling calf may only be shown in any one of the 4 handling classes.

Clipping Competition Rules & Regulations

- 5.29 Open to any person of YMA Age (with the exception of the Senior member of the winning clipping team at the National Calf Show who shall not be allowed to participate in the clipping competition the following year). The team must consist of 2 people, one to be under 16 on January 1st of the year,

and one to be of any YMA Age.

- 5.30 All clubs will receive an equal points score on the leader board for competing in the clipping competition. A club can enter as many teams as they wish but, in the event that a club enters more than one team, such club will only be entered once on the leader board for the competition.

Calf Restrictions

- 5.31 All calves must come from herds which are not TB restricted, and must have tested clear in the past 12 months. All calves must come from herds which are not Brucellosis restricted. The relevant calves which are aged 24 months and over must comply with current Department of Agriculture Food and the Marine testing regulation requirements.
- 5.32 The National YMA Committee considered changes in relation to non regulatory diseases namely Ringworm, BVD and IBR. It was agreed that all calves are required to be tested for BVD in accordance with the National Compulsory BVD Eradication Programme. In the case of ringworm, calves showing signs will not be permitted to compete unless accompanied by a veterinary cert saying that treatment has been administered.
- 5.33 In the case where a calf is jointly-owned its competition entry form details must be in accordance with the ownership details on the pedigree registration certificate and on CMMS.

Showing Uniform

- 5.34 All participants in the National YMA Finals must wear white trousers, a white shirt (long or short sleeved, NOT a polo shirt), relevant society tie, brown or black shoes. The colour of the shoes worn should match the colour of the belt worn.

6 DISPUTE RESOLUTION MECHANISM

APPLIES IN ALL CIRCUMSTANCES

- 6.1 If a club has a grievance the Club Co-Ordinator must notify the IHFA C.E., the National Chairperson and the National Co-Ordinator in writing.
- 6.2 Where a conflict of interest arises that person will stand aside in respect of the consideration of the grievance in question.
- 6.3 It is the mission of the National YMA Committee that, where possible, all grievances shall be dealt with at local club level and as amicably as possible. However, in the case of Misconduct (as defined under Rule 6.4 below) by a YMA Member, the IHFA Disciplinary Rules in force from time to time shall apply.
- 6.4 It shall be “Misconduct” under these Rules if a YMA Member or his employee, representative or agent (if applicable):
- 6.4.A knowingly, recklessly or negligently makes any incorrect or inaccurate statement or provides any incorrect or inaccurate information concerning the breeding or the records relating to an animal;
 - 6.4.B does anything contrary to the interests of the YMA or the IHFA or which might bring the YMA and/or IHFA into disrepute;
 - 6.4.C breaches any bylaw or Rule of the IHFA in place from time to time and applicable to YMA Member including but not limited to the following:
 - 6.4.C.1 the Herdbook Rules of the IHFA;
 - 6.4.C.2 the IHFA Showing Rules;
 - 6.4.C.3 these YMA Rules; and
 - 6.4.D the By Laws of the IHFA;
 - 6.4.E if the YMA Member or his animal participates in any show (whether one of the YMA’s or IHFA’s shows or a show organised by another body) while disqualified or is disqualified at any show; or

6.4.F is convicted of a criminal offence or is found to be in breach of any statutory regulations or requirements in connection with YMA membership or conduct relating to an animal.

6.5 In the case of Misconduct by a YMA Member, the Disciplinary Committee or the Appeals Committee (each as defined in the IHFA Disciplinary Rules) may, having considered any plea in mitigation, impose one or more of the following Sanctions on the YMA Member:

6.5.A to expel or suspend the YMA Member from the YMA for a stated period or until conditions laid down by the relevant committee are satisfied;

6.5.B to suspend a YMA Member from participating in all or such specified activities of the YMA or the IHFA as the relevant committee shall determine for a stated period or until conditions laid down by the relevant committee are satisfied;

6.5.C to suspend a YMA Member from exhibiting animals at shows for a stated period; and/or

6.5.D to censure a YMA Member.

6.6 Should a dispute arise at a show the Club Co-Ordinator shall bring it to the attention of the National Co-Ordinator or National Chairperson at the show and also to the attention of the IHFA C.E.

6.7 A dispute during a show may result in delay of final presentation until a final decision is made.

6.8 Any disputes at shows must be logged within an hour of show ending.

6.9 For the avoidance of doubt, any animal that has been suspended or otherwise restricted by the IHFA from being exhibited at shows shall be prohibited from being exhibited at the National Calf Show or any other National YMA organised show.

7 CHANGING CLUBS RULES & REGULATIONS

7.1 Any YMA Age handler can only represent one club in any one year.

7.2 There has to be a written request submitted to IHFA C.E., National Chairperson and National Co-Ordinator where a YMA Member wishes to represent a different club. The applicant who wishes to change clubs must also notify in writing the Club Co-Ordinator of the club he/she wishes to leave and also the Club Co-Ordinator of the club he/she wishes to join.

7.3 An exception will be made when a Club Co-Ordinator or Assistant Club Co-Ordinator states in writing in advance to the National Chairperson / IHFA C.E. / National Co-Ordinator that their club does not have a handler of YMA Age for their calves and the Club Co-Ordinator of another club agrees in writing to loan the handler(s) to the requesting club. The handler(s) involved must also agree in writing to such loan.

IHFA Disciplinary Rules and Procedures
As approved by the Board of Directors at its meeting on the 20th May 2015.

DEFINITIONS

In these Rules:

“Animal” means any animal registered or eligible to be registered in the Association’s Herd Book under the provisions of the Association’s Articles and any Rules or byelaws made under those Articles.

“Appeal” means the right of appeal under the Procedure made in accordance with Rule 9 of these Rules.

“Appeals Committee” means a committee consisting of 3 members of the Board who shall not have been involved in the Procedure previously, and are appointed by the Board upon receipt of a notice of an Appeal, lodged in accordance with Rule 9.2 of these Rules. The Investigations Committee, the Disciplinary Committee and the Appeals Committee shall not consist of the same Board members. The Board may at its sole discretion opt to appoint an independent person or persons to hear an Appeal instead of the Appeals Committee and in such case any references in these Rules to the Appeals Committee shall be read as references to such independent person(s).

“Appeal Hearing” means the hearing at which the Appeals Committee considers an Appeal lodged by a Member in accordance with Rule 9 of these Rules.

“Association” or **“IHFA”** means Irish Holstein Friesian Association Limited.

“Articles” means the articles of association of the Association in force from time to time.

“Board” means the board of directors for the time being of the Association.

“Chairperson” means a member of the Investigations Committee, the Disciplinary Committee or Appeals Committee appointed by the relevant Committee to act as a Chair whilst a Charge is being considered under the Procedure.

“Charge” means an allegation of Misconduct made against a Member which the Disciplinary Committee determines shall be considered under the Procedure.

“Disciplinary Committee” means a committee consisting of not less than 3 out of 6 members of the Board who shall be elected or re-elected annually by the Board at the first meeting of the Board held after the Annual General Meeting of the Association or appointed by the Board upon the retirement of a member of the Disciplinary Committee during the following year, with the right to co-opt other members of the Board and to take legal or other advice if necessary. The Investigations Committee, the Disciplinary Committee and the Appeals Committee shall not consist of the same Board members. The Board may at its sole discretion opt to appoint an independent person or persons to hear a Disciplinary Hearing instead of the Disciplinary Committee and in such case any references in these Rules to the Disciplinary Committee shall be read as references to such independent person(s).

“Disciplinary Hearing” means a disciplinary hearing at which the Disciplinary Committee receives evidence in relation to a Charge.

“Investigations Committee” means a committee consisting of not less than 3 members of the Board who shall be elected or re-elected annually by the Board at the first meeting of the Board held after the Annual General Meeting of the Association or appointed by the Board upon the retirement of a member of the

Investigations Committee during the following year with the right to co-opt other members of the Board and to take legal or other advice if necessary, to carry out investigations into allegations of Misconduct by any Member of the Association and to present evidence of any alleged Misconduct to the Disciplinary Committee under the Procedure. The Investigations Committee, the Disciplinary Committee and the Appeals Committee shall not consist of the same Board members. The Board may at its sole discretion opt to appoint an independent person or persons to carry out an investigation instead of the Investigations Committee and in such case any references in these Rules to the Investigations Committee shall be read as references to such independent person(s).

“Member” means a member of the Association. Where these Rules are being applied in respect of a member of the Association’s National YMA, “Member” shall be taken to mean such member of the Association’s National YMA.

“Misconduct” means misconduct as defined in Rule 2 hereunder.

“Procedure” means the disciplinary procedure set out in these Rules.

“Sanctions” means any the sanctions (or any one of them) set out under Rule 8 hereunder.

“Show” means any show organised by or for the Association or any show in which Members of the Association show Holstein Friesian dairy cattle.

“Showing Rules” means the IHFA Rules and Regulations for Showing Dairy Cattle which are in force at the time that the Misconduct or alleged Misconduct took place.

2 GENERAL PRINCIPLES

- 2.1 The Association may take action against any Member where there is a complaint of “Misconduct” (as defined in Rule 2 hereunder) against such Member or where following investigation a Charge is upheld. Any Member or Participant shall remain liable for any Misconduct committed during the period of his membership or during the period of participation, notwithstanding the cessation of Membership or participation in Shows.
- 2.2 It shall be the duty of all Members to report any incidents of Misconduct to the Investigations Committee.
- 2.3 As a general rule, an attempt should be made by the Member and his/her/its immediate club chair person or the next most senior club officer to resolve a complaint or disciplinary issue. This may be done on an informal or private basis. In such a case, counselling or informal warnings (if warranted) will normally be given to the Member except where the Misconduct is repeated or serious enough to warrant recourse to the formal Procedure. Where an informal session as described in this Rule is conducted, the relevant club chairperson or next most senior club officer may specify that if the Member’s conduct does not improve within a specified time scale, then the formal Procedure will be invoked. For serious instances of Misconduct, or where the problem is not resolved by informal methods, the formal Procedure may be invoked. The Association shall be under no obligation to deal with the matter informally and reserves the right to invoke the formal Procedure at all times.
- 2.4 The Association attaches particular importance to all Members maintaining the highest standard of animal welfare and maintaining the good reputation of animal shows. Members must at all times comply with the Association’s Showing Rules. The Association is unable to impose its own Showing Rules on the non-Member organisers and the non-Member participants of other events where an Animal is shown. Each show has its own rules which Members are bound to observe and a failure to observe those rules will amount to Misconduct.
- 2.5 The Association also attaches great importance to ensuring the fairness of its Procedure. The Procedure shall respect the following principles:

- (a) a timely hearing;
- (b) fair and impartial hearing body;
- (c) the right of the Member to be represented or accompanied at each stage during the Procedure by a fellow Member;
- (d) the right to be fairly and timely informed of the alleged act of Misconduct in writing;
- (e) the right to respond fully to the alleged act of Misconduct;
- (f) the right of each party to present evidence, including the right to call and question witnesses (subject to the Disciplinary Committee's discretion to accept testimony by telephone or written submission);
- (g) a timely, written, reasoned decision; and in reaching its decision, the Disciplinary Committee shall:
 - (i) be satisfied as to the facts of the case based on the evidence presented to it;
 - (ii) determine whether it is satisfied that those facts amount to Misconduct; and
 - (iii) if the facts amount to Misconduct consider whether it is appropriate to impose any Sanction.

2.6 All Members are required to adhere to and shall be bound by the terms and conditions contained in this Procedure.

3 MISCONDUCT

3.1 It shall be "Misconduct" under these Rules if a Member or his/her/its representative or agent (if applicable):

- (a) knowingly, recklessly or negligently makes any incorrect or inaccurate statement or provides any incorrect or inaccurate information concerning the breeding or the records relating to an Animal;
- (b) does anything prejudicial to the interests of the Association or which might bring the Association into disrepute;
- (c) breaches the articles of association of the Association in place from time to time;
- (d) breaches any bylaw or Rule of the Association in place from time to time including but not limited to the following:
 - (i) the Herdbook Rules of the Association;
 - (ii) the Showing Rules;
 - (iii) the National YMA Rules & Regulations; and
 - (iv) the By Laws of the Association;
- (e) if the Member or his Animal participates in any show (whether one of the Association's or a show organised by another body) while disqualified or is disqualified at any show; or
- (f) is convicted of a criminal offence or is found to be in breach of any statutory regulations or requirements in connection with membership of the Association or conduct relating to an Animal.

The above list is not exhaustive and the Association reserves the right to discipline a member for other reasons or actions of Misconduct not listed in this Rule 2.1.

3.2 Any act by a Member which the Association considers to be of such behaviour so as to constitute Gross Misconduct, including without limitation carrying out an act on an Animal that is prohibited under the Showing Rules or otherwise not in the best interests of the welfare of the Animal, shall entitle the Association to (a) immediately suspend a Member from membership of the Association and (b) immediately suspend such Member's participation in any Show (if applicable) pending the outcome of the Procedure.

4 INVESTIGATION

4.1 Following a complaint or allegation against a Member, a full investigation of all the circumstances of the complaint will be carried out by the Investigations Committee without delay to consider whether a Charge should be brought against the Member. The Investigation Committee will investigate the circumstances and this investigation shall be governed by terms of reference where appropriate. The time scale for the completion of the investigation will be outlined to the individual(s) against whom the complaints have been made.

- 4.2 Statements from all parties will be recorded in writing and those giving the statements will be required to sign them. Copies of all statements made will be given to the individuals who made them.
- 4.3 The object of the investigation will be to ascertain whether or not, on the balance of probabilities, the Misconduct or behaviours complained of occurred. Witness statements may be relied upon for this purpose.
- 4.4 The investigation will be conducted thoroughly, objectively, with sensitivity, utmost confidentiality, but at all times with due respect to the rights of all parties.
- 4.5 The Investigation Committee will meet with all relevant parties who will be advised that they may be accompanied by a fellow Member to any such meetings. Where possible the investigation will be completed within fourteen days and if this is not possible then within a time frame agreed between the parties.
- 4.6 Following completion of the investigation, the Investigation Committee will submit a report to the Disciplinary Committee to include the Investigation Committee's conclusions on whether a Charge should be brought against the Member. A copy of this report will also be provided to the person against whom the complaint/ allegation is made.
- 4.7 In accordance with Rules 4, 5 and 6 hereunder the Disciplinary Committee shall then decide in light of the Investigation Committee's report and comments made what action, if any, is to be taken in respect of the Member arising from such report.

5 POWERS OF THE DISCIPLINARY COMMITTEE

- 5.1 The Disciplinary Committee shall have power:
- (a) to determine its own procedure;
 - (b) to call upon any other Member or to request such other persons as the Disciplinary Committee shall deem necessary or desirable to produce any documentary evidence or to give such oral evidence as the Disciplinary Committee may consider necessary;
 - (c) to amend or abridge any timetable or to impose a new timetable on the parties;
 - (d) to adjourn the Disciplinary Hearing for any purpose it sees fit; and
 - (e) to request any evidence not tendered by the parties which it considers would assist it in the disposal of the Charge.

6 DISCIPLINARY HEARING

- 6.1 Following the investigation set out under Rule 3 hereunder, it may be necessary to hold a Disciplinary Hearing. The Member shall be notified of the Disciplinary Hearing in writing and this letter will contain the time and date for such a hearing, the details of the complaint against the Member and it will specify that the Member may be represented or accompanied at the Disciplinary Hearing by a fellow Member. The letter inviting the Member to the Disciplinary Hearing will also set out that there is a risk that Sanctions may be imposed on the Member up to and including expulsion from membership of the Association.
- 6.2 No person who has sat as a member of the Investigations Committee may sit on the Disciplinary Committee considering the same matter.
- 6.3 Prior to the Disciplinary Hearing the Member should be given all witness statements compiled during the investigation, where possible, at least two working days prior to the Disciplinary Hearing unless the Disciplinary Committee considers the matter so urgent that the witness statements cannot reasonably be provided prior to the Disciplinary Hearing. If the statements have not been provided, the Member concerned will be informed at the beginning of the Disciplinary Hearing of the main areas of complaint and the statements will be furnished to the Member and the Member given an opportunity to respond to the complaint made and to review the written statements.

- 6.4 The Member will also be given an opportunity to interview the individual(s) on whose statement(s) the Disciplinary Committee will be relying on. If any individual on whose statement the Disciplinary Committee will be relying on is of National YMA age (i.e. aged 26 or under), it shall not be a requirement of the Disciplinary Hearing that such individual be interviewed by the Member and such appropriate considerations or alternative arrangements as are necessary will be made by the Disciplinary Committee. The member of the Disciplinary Committee conducting the Disciplinary Hearing will open the Disciplinary Hearing by explaining the reasons why the Disciplinary Hearing has been arranged and detailing the allegation against the Member. The Association will keep a written record of each Disciplinary Hearing which will include details of the Association's case (acting through its Investigations Committee), the response of the Member and the outcome of the meeting. The Member may be asked to agree and sign the record of the meeting after consultation with his/her representative. Where appropriate, copies of the record will be given to everyone who has attended the meeting as soon as possible. At the Disciplinary Hearing the Member will be given the opportunity to respond to each of the allegations put to him/her. All details of the Member's responses will then be discussed until the full context of his/her response has been clarified.
- 6.5 The Disciplinary Hearing may be adjourned from time to time to allow consideration of the information which was presented to it, or to allow for the conduct of further enquiries in the light of any information presented to it. The Disciplinary Hearing will be concluded as quickly as possible.
- 6.6 Failure to attend the Disciplinary Hearing without giving reasonable notice and a reasonable explanation will itself be considered Misconduct.
- 6.7 The Disciplinary Hearing shall be in private.
- 6.8 The Disciplinary Committee shall make its decision on a majority vote.
- 6.9 The Disciplinary Committee shall be entitled to a request to hear evidence from the Investigations Committee, the Member and any third party witness, providing their evidence has been previously disclosed to all parties or otherwise prior to the Disciplinary Hearing.
- 6.10 If the Member does not attend the Disciplinary Hearing, the Disciplinary Committee shall be entitled to proceed with the Disciplinary Hearing in their absence.
- 6.11 The procedure at the Disciplinary Hearing shall be determined at the discretion of the Chairperson.
- 6.12 Once the Disciplinary Committee has heard the case, the Disciplinary Committee shall adjourn to deliberate whether the Charge has been proven in closed session.

7 DECISION

- 7.1 The Disciplinary Committee shall provide the Member with a reasoned decision in writing within 14 days of the date of making its decision. This period may be extended if the circumstances are deemed to be so warranted by the Disciplinary Committee. The Member will be informed as to what action, if any, has been taken and the Appeals procedure will be explained to the Member.

8 MITIGATION

- 8.1 If a Charge is proved the Disciplinary Committee shall consider any plea in mitigation put forward by or on behalf of the Member which is the subject of the Charge.
- 8.2 In reaching its decision on Sanctions, the Disciplinary Committee shall:
- (a) consider the previous history and character of the Member and any mitigating circumstances, including but not limited to whether the Charge is such Member's first Charge of Misconduct; and
 - (b) determine whether it is appropriate to impose any Sanction on the Member and, if so, what

is the appropriate Sanction.

9 SANCTIONS

- 9.1 On Misconduct of the Rules being proved to the satisfaction of the Disciplinary Committee and the Disciplinary Committee having considered any plea in mitigation, it shall have the power to impose one or more of the following Sanctions:
- (a) to censure a Member;
 - (b) to suspend a Member from exhibiting Animals at Shows for a stated period;
 - (c) to suspend an Animal from being exhibited at Shows for a stated period;
 - (d) to suspend a Member from participating in all or such specified activities of the Association as the relevant Committee shall determine for a stated period or until conditions laid down by the relevant Committee are satisfied;
 - (e) to suspend an Animal from registration in the Association's Herdbook for a stated period;
 - (f) to de-register an Animal from the Association's Herdbook;
 - (g) to require a Member to pay compensation to any other Member;
 - (h) to require a Member to pay the Association's and/or any third party's expenses of and incidental to the matter as the Disciplinary Committee or Appeals Committee thinks fit;
 - (i) to fine a Member up to a maximum of €5,000 (or such other maximum amount as may be determined by the Board from time to time and notified to the Members in the Association's Journal);
 - (j) to suspend a Member from the Association for a stated period or until conditions laid down by the relevant Committee are satisfied; and/or
 - (k) to expel a Member from the Association.
- 9.2 Any Participant or Member who has, in the opinion of the Disciplinary Committee, made a complaint which is made in bad faith or is frivolous or vexatious may be ordered to pay the reasonable costs of the Disciplinary Committee and/or the Investigations Committee incurred in investigating such allegations.

10 APPEAL PROCEDURE

- 10.1 The decision of the Disciplinary Committee shall be subject to the right of Appeal.
- 10.2 An Appeal must be lodged with the Appeals Committee within 14 days of service of the Disciplinary Committee's decision on the Member. If the Member fails to lodge an Appeal within 14 days his Appeal will only be heard at the discretion of the Appeals Committee. The Appeal notice must set out the grounds for the Appeal in accordance with Rule 9.5 hereunder.
- 10.3 Only the Member against whom a decision has been made may bring an Appeal.
- 10.4 No person who has sat as a member of the Disciplinary Committee may sit on the Appeal Committee considering the same matter.
- 10.5 An Appeal may only be made on the grounds that:
- (a) the Disciplinary Committee failed to give the Member a Disciplinary Hearing which a reasonable person would find to be fair;
 - (b) new evidence has become available which could not reasonably have been made available to the Disciplinary Committee and that new evidence would have made the Disciplinary Committee reach a materially different decision;
 - (c) the decision to find the Charge proved was so unreasonable that no reasonable body charged with the task could have reached that conclusion; or
 - (d) the Sanction imposed was unreasonable or excessive.
- 10.6 An Appeal shall be conducted as a review of the original case. Other than where the appeal is based upon the grounds set out in paragraph 9.5(b) above, fresh evidence shall only be brought with the leave of the Appeals Committee.

- 10.7 Upon receipt of the Appeal the Appeals Committee shall inform the Member of the date and time of the Appeal Hearing.
- 10.8 An Appeal may not be withdrawn without the leave of the Appeals Committee and in any event the Appeal fee (if applicable) will not be repaid.
- 10.9 Subject to Rule 2.2 hereunder in cases of alleged gross Misconduct, the decision of the Disciplinary Committee will be suspended pending the outcome of the Appeal Hearing.
- 10.10 Having heard the submissions of the Investigations Committee's representative and the Member, the Appeal Committee shall close the Appeal Hearing and shall meet to deliberate in closed session.
- 10.11 The burden of proof that none of the factors set out in Rule 9.5 occurred shall be on the representative of the Investigations Committee. The standard of proof shall be that set out in Rule 3.3 above.
- 10.12 Upon the hearing of an Appeal, the Appeals Committee may:
 - (a) allow the Appeal;
 - (b) dismiss the Appeal;
 - (c) vary any Sanction imposed or made at first instance; and/or
 - (d) make any other such order as it thinks fit.
- 10.13 The Appeals Committee shall make its decision on a majority vote.
- 10.14 The Appeal Committee shall provide the Member and the Board with a reasoned decision in writing within 14 days of the date of making its decision.
- 10.15 The Appeal Committee may order the Member to pay such costs of and associated with the Appeal as it deems reasonable in the circumstances.
- 10.16 The decision of the Appeal Committee shall be final and binding.

11 DEFAULT

- 11.1 On default for 14 days (or any longer period laid down at the discretion of the Disciplinary Committee or Appeal Committee) of payment of any fine or compensation imposed, the Disciplinary Committee or the Appeal Committee upon application from the Investigations Committee shall have power to order the defaulting Member to be expelled or suspended (conditionally or otherwise) from membership of the Association.

12 SERVICE

- 12.1 All communication to be sent by the Investigations Committee, the Disciplinary Committee or the Appeals Committee shall be properly sent if addressed to the last registered address of the Member charged.
- 12.2 All communication sent under the Procedure by a Member shall be properly sent if addressed to the Chairperson of the Investigations Committee, the Disciplinary Committee or Appeals Committee, as appropriate, at Irish Holstein Friesian Association, Clonakilty, Co. Cork.
- 12.3 All communication sent in relation to the Procedure shall be sent by registered prepaid post and shall be deemed to be served two business days after the date of posting.

13 JURISDICTION AND GOVERNING LAW

These Rules shall be governed by Irish law and subject to the exclusive jurisdiction of the Irish Courts.

14 PUBLICITY AND CONFIDENTIALITY

- 14.1 An unappealed finding of the Disciplinary Committee and the findings of the Appeals Committee (if applicable) will be published in the Association's Journal.
- 14.2 Other than such publication the details of the proceedings shall remain private and confidential between the parties.

15 ADMISSIBILITY OF EVIDENCE

- 15.1 In the exercise of their powers neither the Disciplinary Committee nor the Appeal Committee shall be bound by any enactment or rule of law relating to the admissibility of evidence in proceeding before the Irish Courts (whether civil or criminal).

16 CHANGES TO PROCEDURE

- 16.1 The Board reserves the right to review, amend or replace this Procedure. The Procedure will be reviewed on an ongoing basis in line with the Association's needs and any amendments will be advised to Members.