



## **BYE-LAWS OF THE SOCIETY**

as consolidated and adopted by the Council on 27<sup>th</sup> February 2017

### **RECITAL**

In Bye-Laws, Regulations and Orders of the Society, unless the context otherwise requires, references to sheep, rams, ewes, lambs, shearlings, and flocks mean thoroughbred animals of the Suffolk Sheep variety.

### **1 SUBSCRIPTIONS, FEES AND CHARGES**

The subscriptions for membership of the Society and other fees and charges shall be determined from time to time by the Council and shall be published on the Society website, written communication and otherwise as the Council may from time to time determine.

### **2 V.A.T**

Value Added Tax will be payable as applicable on all subscriptions and other charges levied by the Society.

### **3 BRANCHES AND BRANCH COMMITTEES**

**3.1** This Bye-Law 3 relates to each area Branch of the Society as referred to in Paragraph 3(B) (7) of the Society's Memorandum of Association.

**3.2** Each Member of the Society must be a member of an area Branch of the Society.

**3.3** An area Branch of the Society shall comprise Members of the Society and shall not include any person who is not a Member of the Society.

**3.4** The constitution and conduct of business of each Branch Committee of the Society shall be subject to the Articles of Association of the Society and the Bye-Laws and Regulations from time to time made by the Council of the Society in relation to Branch Committees.

**3.5** A Resolution passed by Branch Committee shall (where appropriate) take the form of a recommendation from such Committee to the Council.

**3.6** The quorum for any meeting of a Branch Committee of the Society shall be not less than three members present at such meeting.

### **4 MEMBERSHIP**

**4.1** The charges or subscriptions for membership of the Society shall be as determined by the Council from time to time.

**4.2** The charges or subscriptions for membership of an area Branch of the Society shall be as determined by the Branch Committee of such Branch from time to time and notified to council by the 30th September.

**4.3** Subscriptions will be due on 1st October each year for the year commencing that date and shall be paid to the Society.

**4.4** Any person who becomes a Member of the Society during a financial year shall forthwith pay the whole of the membership subscriptions for the Society and the relevant area Branch for such year.

**4.5** In the case of any firm or company applying for life membership of the Society, the registration of life membership, if granted, shall be in the name of and for the life of an individual member of that firm or company.

**4.6** The payment of a subscription fee will entitle that member a vote. Only individual members will be eligible for inclusion on the judge's panel, subject to council approval.

**4.7** The charges or subscriptions for membership, along with any other fees or charges or monies owed to the Society must be paid by direct debit.

### **5 REGISTRATION OF FLOCKS AND SHEEP**

**5.1** A Member who owes any sum to the Society (whether in respect of their membership subscription or otherwise) shall not be entitled to have their flock or any sheep registered or (as the case may be) re-registered with the Society, be excluded from Society Sales, shows, events and publications unless and until they pay all such monies in full. The Society has the right to charge interest on outstanding balances.

**5.2** To be eligible for registration:

**5.2.1** A ram must be the produce of a registered ewe and a registered ram (or otherwise from a Registered flock) and must be, or have been, birth notified by the breeder Member to the Society, in such form, as the Council may from time to time direct.

**5.2.2** A ewe must be the produce of a registered/approved ewe and a registered ram (or otherwise from a Registered flock) and must have been birth notified by the breeder Member, to the Society, in such form as the Council may from time to time direct.

**5.3** Any application for registration of a ram or a ewe imported from outside the European Union must be accompanied by a three-generation pedigree issued by the Sheep Society of the country of origin.

**5.4** Any Member who sells or otherwise transfers to another Member any registered sheep shall within 30 days lodge with the Society notification of such sale or transfer in such form as the Council may from time to time direct.

**5.5** Any application for the registration of the transfer of a registered ram or a registered ewe shall be accompanied by the relevant registration certificate and such transfer registration charge as the Council may from time to time direct.

**5.6** Upon any such transfer being registered, the Society shall issue the transferee with a certificate in his name as the new owner.

**5.7** The Society shall at its discretion register or transfer any sheep which is unregistered with the Society. This will be subject to a flock inspection by a society representative. The cost of this inspection will be borne by the applicant.

## **5.8 NEW FLOCKS**

**5.8.1** Applications for registration of new flocks must be made in such form as the Council may from time to time direct (available from the Society) and must be accompanied by the relevant registration certificates (females) and ram certificates or proformas (males).

**5.8.2** The applicant must have a minimum of two pure bred Suffolk female sheep which are properly identified in accordance with the Society's Bye-Laws.

**5.8.3** The application must include all the registered Suffolk Sheep owned by the applicant.

**5.8.4** The Society has an unfettered discretion whether or not to register a flock and may register a flock on such terms as the Society in its absolute discretion thinks fit.

**5.8.5** In the event of being registered the new flock will be allocated a Registered Flock Number which shall be used to identify lambs born in that flock.

**5.8.6** A Registered Flock must continue to have a minimum of two pure bred Suffolk female sheep properly identified in accordance with the Society's Bye-Laws from time to time.

**5.8.7** Between 1st October to 30th November in each year, every flock owning Member shall lodge with the Society an Annual Flock Return and pay the annual registration charge in such form and such amount respectively as the Council may from time to time direct. Failure to submit a return on time will incur a late fee.

## **5.9 RAMS**

**5.9.1** If a Member shall sell or otherwise transfer to another Member a registered ram, the transferor Member must certify the pedigree and exact ear markings, including the individual number of the ram, on such ram registration proforma as the Council may from time to time direct (available from the Society). The proforma must give the name and registered number of the sire, the dam's flock number and the Year Letter and the individual number and the name and registered number of the dam's sire. (In the case of sales catalogued by the Society the proforma can be generated from the Society database).

**5.9.2** Members must apply to register Rams whilst they are lambs or (at the latest) shearlings. The registration of older rams shall only be permitted in the event of Council approval.

**5.9.3** A Member must not sell or otherwise transfer or offer for sale or transfer or sign a Ram pedigree proforma in respect of any sheep which is a rig.

**5.9.4** All rams must be named by the owner from time to time by using firstly the registered prefix of the breeder Member and secondly a further name or names. In no circumstances shall any other or additional registered prefix be used. A name shall not be accepted for registration if it has been previously used and in this event another name will be substituted by the Society.

**5.9.5** The Registration of a ram will normally occur at the same time as registration of the Member's flock and thereupon Registration Certificates will be issued by the Society giving the Registered Number of the ram.

**5.9.6** A ram can only be registered by a member with the consent of the breeder.

**5.9.7** The registration of rams that have been excluded from Society sales for incorrect mouths shall not be permitted.

## **6 BIRTH NOTIFICATIONS**

**6.1** By 31st May each year, or before sale or transfer (if earlier), a Member shall lodge with the Society birth notification details in such form and pay such charge as the Council may from time to time direct of each lamb born of such Member's Registered Flock since 31st May the previous year.

**6.2** Pedigree information for Society Sale catalogues will be generated using birth notification details. Rams not birth notified cannot be offered for sale. Ewes will not be catalogued unless they are fully registered.

## **7 REGISTERED PREFIXES**

**7.1** All flocks must have a prefix and the prefix shall be such as is approved by the Society.

**7.2** A prefix shall comprise one word only. Names likely to be misleading, offensive or confused with an existing prefix will not be allowed. A previously registered prefix cannot be re-used by another member but can be reactivated by the initial member/family at the Society's discretion.

**7.3** Where a Member selects their own prefix a charge may be made by the Society; where a Member is either unwilling or unable to select a prefix one shall be imposed by the Society for which there shall be no charge.

## **8 INSPECTIONS**

**8.1** Members shall, upon being given not less than two days' notice (except in case of emergency), allow one or more of the Society Inspectors to inspect their Registered Flock and/or one or more of their sheep.

**8.2** Inspections may be carried out for any reason and Council is not required to inform the Member of the reason for the inspection. Members must also permit the collection of a blood/DNA sample as required.

**8.3** The Inspector shall report the findings of his inspection to the Society who shall take such action following the inspection as it sees fit.

## **9 EXPORTS**

**9.1** Any Member exporting sheep from the United Kingdom and Eire (but not from one part to another part of the United Kingdom and Eire) may obtain from the Society ram and ewe registration certificates in respect of such sheep.

**9.2** The Member shall pay such charge as the Council may from time to time direct for such certificates.

## 10 FLOCK IDENTIFICATION

**10.1** The Society shall allocate an individual code for each Registered Flock. Up to 1<sup>st</sup> January 2011 each member had to tattoo or cause to be tattooed this code in the left ear of each sheep prior to the sale or transfer of such sheep. From 1st January 2011 tattooing has ceased to be a requirement. The Flock Identification code must be printed on one side of either the official electronic and/or visual tags and preferably on both.

## 11 YEAR LETTER AND INDIVIDUAL NUMBER

**11.1** Up to 1st January 2011 each Member had to tattoo or cause to be tattooed each sheep bred in their flock in the right ear with a letter ("the Year Letter") indicating the year of birth. The Year Letter was decided by the Council and subject to clause 11.3. From 1<sup>st</sup> January 2011 tattooing has ceased to be a requirement and the Year Letter has been replaced with a Year Number. This number must be printed on one side of either the official electronic and/or visual tags and preferably on both. Members will be advised each autumn of the number to be used in the following year.

**11.2** Each lamb must within 24 hours of birth be identified with the pedigree ID as highlighted in 10.1 and 11.1. Please note that notching is no longer compulsory but can be used for management purposes.

**11.3 KEY TO YEAR IDENTIFIER** (indicating the year of birth) The following Year Letters shall be applied:

1993 L	2000 X	2007 J	2014 14
1994 N	2001 Z	2008 K	2015 15
1995 P	2002 A	2009 L	2016 16
1996 S	2003 C	2010 N	2017 17
1997 T	2004 D	2011 11	2018 18
1998 U	2005 F	2012 12	2019 19
1999 W	2006 H	2013 13	2020 20

**11.4 KEY TO INDIVIDUAL NUMBER** (indicating the animal number)

### Pedigree ID

From 1 October 2013 Suffolk Pedigree Identification changed to use the five digit individual EID number as the pedigree ID.

*Example* AAA:14:00235 (EID ID UK1 760744:00235) The above information which will appear on the tag indicates this lamb was born in the 2014 lambing season, into Flock AAA and has an Individual number 00235 which matches the individual; EID number.

### Notch Details

Notching is no longer required for pedigree identification, but can be used for management purposes.

## 12 REGULATIONS RELATING TO THE USE OF RAMS EITHER NATURALLY OR BY ARTIFICIAL INSEMINATION (AI) AND TO EMBRYO TRANSFER (ET)

### 12.1 AI

Whereas it is Council policy that as many different lines as possible should be maintained within the breed and that the quality of the breed be maintained, AI is subject to the conditions contained in the following clauses, which shall be strictly adhered to, observed and performed by each Member:

**12.1.1** Members shall not use rams except in accordance with this Bye-Law 12.

**12.1.2** A ram must not be used in more than five registered flocks, either naturally or by AI, in his first year. This applies whether the ram is alive or has died but semen is still in store.

**12.1.3** The registered owner of the ram shall give written notice to the Society before any other person has use of the ram in the first year.

**12.1.4** After his first year there are no restrictions on the use of a ram.

**12.1.5** If a ram is sold or otherwise transferred any unused semen must be delivered to the transferee unless the transferor made full disclosure to the prospective transferee prior to the transaction of any unused semen which is to be retained by himself or any other person.

**12.1.6** Semen may not be exported for pedigree purposes unless accompanied by a Society Export Certificate which shall be applied for in the same way as an export certificate for live sheep and which shall be subject to the same charge.

**12.1.7** Any Member intending to use semen imported from outside the European Community must ensure that the semen is accompanied by a three-generation pedigree from the Sheep Society of the country of origin. The Society has the right to Cross Check AI records with registration and BN details.

### 12.2 Embryo Transfer

**12.2.1** If a donor ewe is sold or otherwise transferred the transferor Member must have made full disclosure to the potential transferee Member prior to the transaction of any unused embryos which are to be retained by the individual or any other person.

**12.2.2** Embryos may not be exported unless accompanied by a Society export certificate for each embryo which shall be applied for in the same way as a certificate for live animals and shall be subject to the same charge.

**12.2.3** Any Member intending to import embryos from outside the European Community must obtain prior permission to do so from the Society. The application for permission must be accompanied by a three-generation pedigree from the Sheep Society of the country of origin.

### 12.3 GENERAL

Any Member shall upon being so required sign an irrevocable authorisation whereby data held by AI companies is made available to the Society for the purposes of validating the accuracy of pedigree and birth notification data given by such Member to the Society.

## 13 GENERAL MATTERS

**13.1** In the case of any in-lamb ewe or lamb bought at foot, the owner of the ewe at the time of birth of the lamb is or is deemed to be the breeder.

- 13.2** Each Member is personally responsible for the correctness of all entries in the Society's records relating to their sheep.
- 13.3** The Society is not responsible, will not accept responsibility, for pedigrees or any other particulars on the Society database, in the Flock Book, and in catalogues.
- 13.4** Whole Flock Transfers. Transfer of flock codes and prefixes may be allowed where a flock is transferred in its entirety to a Member in a single calendar year and the transferor has given consent.
- 13.5** Part Flock Transfers. Transfer of flock codes and prefixes may be allowed where part of a flock is transferred by a Member to a member of his family and the transferor has given consent.
- 13.6** A Flock transferred (in whole or part) otherwise than in accordance with this Bye-Law must be registered as a new flock.
- 13.7** Dispersal Sales. The description of a sale as a dispersal sale means that the registered flock number and prefix of the seller are totally surrendered. Should the seller wish to have a flock at any time following such sale, his application for registration of such flock will be treated as an application to register a new flock.
- 13.8** The Society may require any sheep in a Registered Flock to be tested and the Registered Flock owner shall at the request of the Society forthwith provide all such sheep to enable such testing to take place.
- 13.9** Notwithstanding and without prejudice to any of the provisions contained in these Bye-Laws, the Society has an absolute and unfettered discretion to refuse for any reason any application for registration of any ram and/or ewe and/or lamb and/or shearing and/or flock.
- 13.10** Any application for registration shall be accompanied by such registration fee as the Council may from time to time direct.
- 13.11** In the case of jointly owned sheep, the first named owner will be responsible for paying the registration charge.

## **14 ELECTION OF MEMBERS TO THE COUNCIL OF THE SOCIETY**

**14.1** The number of Branch representatives on Council will be as follows:

- Midlands and Eastern 1 Midlands/Eastern Counties
- Northern Area 2 North of Scotland, South of Scotland
- Northern Counties 2 Lancashire/Yorkshire/Lincolnshire
- Northumberland/Cumbria/Durham/Isle of Man
- Northern Ireland 2
- South of Ireland 2
- South Eastern 1 South East
- Western 3 West Midlands/Monmouthshire,
- Wales excluding Monmouthshire, South West

**14.2** Council elections should take place at Branch Annual General Meetings with the successful candidate/s notified to the Society office not less than 28 days prior to the Society AGM. Should a branch be unable to perform an election at their AGM and subject to council approval nomination forms shall be sent out by the Secretary to all members in each area, required to elect a member, who shall within two weeks of the dispatch of the same return the same to the Secretary with the name and address of such person as each member desires to nominate for election as member of the Council for the area concerned and who is resident in the said area and willing to serve if elected.

## **15 SOCIETY SHOWS**

At all shows of pedigree sheep at which a sum of money or special award is offered by the Society, the same shall be given on condition that:

- 15.1** The Judge or Judges are approved by the Council, and the judging shall be based upon the Society's Scale of Points from time to time;
- 15.2** entries are restricted to sheep from Registered Flocks only;
- 15.3** there are not less than three entries in each class;
- 15.4** a marked catalogue or extract has been lodged with the Society for checking purposes;
- 15.5** no artificial colouring of hair on heads/legs, dressing, bleaching or chemical agent (except Department of Environment, Fisheries and Rural Affairs' approved and recognised show dip and colourless oil on the head) shall be used on or applied to sheep entered for such show. The society reserves the right to take random hair samples to test for illegal products.

## **16 SOCIETY SALES – GENERAL MATTERS**

- 16.1** The provisions contained in this Bye-Law 16 and Bye-Law 17 applies to all sales which are held, organised, sponsored or authorised by the Society ("Society Sales").
- 16.2** Society Sales shall be held, organised, sponsored or authorised as the Council may from time to time determine.
- 16.3** No Branch or Branch Committee shall advertise a Branch Sale as being a Society Sale which has not been sponsored or authorised by the Council.
- 16.4** Where a Branch holds or organises a Society Sale on behalf of the Society, the Council shall determine the rules and regulations which apply to such sale, and the Branch Committee shall be responsible for the organisation and conduct of the sale and for ensuring that the said rules and regulations are adhered to, observed and performed.
- 16.5** Society Sales are confined to sheep which are registered with the Society and are properly earmarked in accordance with these Bye-Laws.
- 16.6** Members shall only have a dispersal sale as part of a Society Sale at the discretion of their branch.
- 16.7** Members shall only have a flock reduction as part of a Society Sale at the discretion of their branch.
- 16.8** A Member may only sell at a Society Sale:
- 16.8.1** ewes and ewe lambs which have been bred in the Member's own Registered Flock and
  - 16.8.2** ram lambs which have been bred in the Member's own Registered Flock and
  - 16.8.3** rams (which have been bred in a Registered Flock)

**16.9** The Society's National Sale Committee or the Branch Committee (as the case may be) has an absolute and unfettered discretion as to the total number of ram lambs, shearing rams, ewe lambs, and shearing ewes permitted to be included in any Society Sale and the maximum number of ram lambs and/or shearing rams and/or ewe lambs and/or shearing ewes which any Member may consign to the Society Sale.

**16.10** The Society's National Sale Committee or the Branch Committee (as the case may be) shall appoint auctioneers for the purpose of the Society sale, and will cause the appointed auctioneers to advertise and invite entries for the Society Sale approximately two months before the sale date. The National Sale Committee or Branch Committee (as the case may be) will consider the list of entries. Consignments of rams may be divided into strings as determined by the National Sale Committee or the Branch Committee (as the case may be) which will organise ballots as it sees fit for positions in the catalogue.

**16.11** The National Sale Committee or the Branch Committee (as the case may be) shall cause the auctioneers to produce a catalogue ready for circulation at least 14 days before the sale date.

**16.12** The pedigrees of all sheep shall be detailed in the catalogue provided always that:

**16.12.1** Substitutions will be allowed where the Member has given to the Society at its head office not less than 3 clear days written notice before the commencement of the Society Sale

**16.12.2** Only two substitutes will be allowed per vendor (not applicable to Eire).

### **16.13 ENTRIES FOR SALE**

**16.13.1** All sheep entered for a Society Sale must be earmarked in accordance with Bye-Laws 10 and 11, and must be tagged in accordance with statutory requirements in force from time to time.

**16.13.2** Any ram being the product of ET must be so identified by the Member and in the sale catalogue.

**16.13.3** Before arrival at the sale ground all sheep must be fleece marked in red paint with the correct catalogue number and substitutes must be marked with a red dot after the catalogue number. Alternatively, a suitable yellow label must be attached with the correct catalogue number clearly marked and substitutes must use a red label.

**16.13.4** All sheep must arrive at the sale ground before inspections are due to commence.

**16.13.5** Unless otherwise notified to the National Sale Committee or the Branch Committee (as the case may be), all shearing ewes must be, and will be sold as, maiden ewes.

**16.14** No artificial colouring of hair on heads/legs, dressing, bleaching or chemical agent (except Department of Environment, Fisheries and Rural Affairs' approved and recognised show dip and colourless oil on the head) shall be used on or applied to sheep entered for such show. In the event that any sheep is found by the Inspectors or veterinary surgeons to have been artificially coloured:

**16.14.1** The owner shall upon being so required by the stewards forthwith remove such sheep and all other sheep in the same consignment from the Society Sale and the sale ground

**16.14.2** The matter shall be referred by the Secretary to the Disciplinary Committee pursuant to Articles 45 and 46 of the Society's Articles of Association.

**16.15** Each sheep shall be inspected by Inspectors (acting as experts and not arbitrators) and veterinary surgeons (acting as experts and not arbitrators) appointed by the National Sale Committee or the Branch Committee (as the case may be). The Inspectors and the veterinary surgeons shall approve only sheep which they consider likely to produce lambs worthy of the breed. The Inspectors will, without limitation, inspect for clear and correct earmarking, conformation and lack of excessive black wool. The veterinary surgeons will, without limitation, inspect for correct mouths and, in the case of rams, testes. The scrotum must be of a normal size and structure with no more than 25% difference in the size of the testes. Normal size for shearing rams is not less than 35cm circumference and for ram lambs not less than 30cm circumference. Any sheep which is not approved by the Inspectors and/or veterinary surgeons shall not be offered for sale through the ring at that Society sale and shall not be entered at any other Society sale. The decisions of the Inspectors and veterinary surgeons on all such matters are and shall be final and binding, and (in the absence of bad faith) without any responsibility or liability on their part.

**16.16** Sheep with foot rot shall be promptly removed from the sale ground. Only the remainder of the Member's consignment may be sold at the Society Sale.

**16.17** Where any consignment includes one or more sheep suffering from a contagious disease, the whole of the consignment shall be immediately removed from the sale ground.

**16.18** Any sheep not approved by the Inspectors or veterinary surgeons at the Society sale shall not be sold through the Sale ring.

**16.19** All shearlings must have been bare shorn in the year of the Society Sale.

**16.20** All sheep offered for sale must be sold through the auctioneers and shall be sold in guineas. Any charges or costs arising after sheep have been "knocked down" to a buyer (including but not limited to additional haulage, accommodation charges, and veterinary fees) will be borne by the buyer.

**16.21** The buyer shall pay the full purchase price to the auctioneers at the Society Sale.

**16.22** The buyer shall not remove from the sale yard any sheep which he has purchased until he has paid to the auctioneers the full purchase price for such animal.

**16.23** Where during a Society sale a buyer discovers or believes that the sheep which he has purchased at such sale is physically malformed he shall report the said matter to the auctioneers before the termination of the Society sale. The auctioneers shall arrange for such animal to be examined by a veterinary surgeon and the joint decision of the auctioneer and the veterinary surgeon as to whether such animal is physically malformed and, if so, the remedy (including but not limited to payment of compensation) shall be final and binding on the buyer and the seller.

**16.24** Where any sheep fails to reach the minimum selling price as determined by the National Sale Committee or the Branch Committee (as the case may be), commission shall be payable on the upset price if particular conditions for the Society sale so provide and in accordance therewith.

### **16.25 DISPUTES**

Subject to the provisions of this Bye-Law 16:

**16.25.1** All disputes or differences of any kind which arise at or in relation to the auction, whether between a seller and a buyer or amongst bidders or otherwise shall be referred to the auctioneer and their decision shall be final and binding on all parties.

**16.25.2** All other disputes shall be referred to an arbitrator who shall be appointed, failing agreement between the parties, by the Society and the decision of the arbitrator shall be final and binding on all parties to the dispute. Any arbitration under this clause shall be subject to the Arbitration Acts for the time being in force.

## 17 RAM FERTILITY GUARANTEE

**17.1** All rams and ram lambs sold at a Society sale are warranted by the seller to be capable of natural and effective service by 90 days from date of sale (“the Male Guarantee Period”) provided always that:

**17.1.1** any animal which is not so capable and where the incapacity is caused or contributed to by injury or illness howsoever caused, suffered or contracted after the sale is not covered by the warranty; and

**17.1.2** any animal which has not been conclusively determined as incapable of natural and effective service in accordance with the procedure set out hereinafter and which dies of natural causes during the Male Guarantee Period is not covered by the warranty.

**17.2** An animal shall be deemed incapable of natural and effective service if:

**17.2.1** It fails to make at least one ewe pregnant during the Male Guarantee Period under natural breeding conditions; and

**17.2.2** it is certified as being so incapable by a veterinary surgeon in accordance with clauses 17.4 and 17.5 below. “Natural breeding conditions” means when a ram is run with ewes in normal breeding condition, cycling without artificial interference.

Ewes which have been sponged and/or treated with hormones to induce or synchronise ovulation are deemed not to be in normal breeding condition.

**17.3** The buyer shall throughout the Male Guarantee Period give the animal full and sufficient opportunity to prove that he is capable of natural and effective service and maintain him in a fit condition.

**17.4** If the buyer highlights that the ram or ram lamb has failed to prove capable of natural and effective service by 76 days from sale date of the year of sale, the buyer shall then:

**17.4.1** Notify the seller in writing that the animal is to be tested; and

**17.4.2** Have the animal subjected to a semen test by the artificial vagina method by a veterinary surgeon attached to a breeding company authorised by the society; and

**17.4.3** Obtain from the veterinary surgeon a duly completed Soundness for Breeding report; and

**17.4.4** (If the veterinary surgeon certifies that the animal is incapable of natural and effective service) lodge a copy of the Report with the seller.

**17.5** The seller shall be entitled to have a second test carried out by the same or a different veterinary surgeon attached to a breeding company authorised by the Society who shall issue a Soundness for Breeding report by 14 days after notification by the purchaser and such Report shall conclusively determine whether or not the animal is capable of natural and effective service. The seller shall deliver to the buyer a copy of this second Report. The buyer shall at the expense of the seller do all acts, deeds and things necessary to enable the second test to be carried out. If the animal shall be deemed fertile the buyer shall on demand repay the seller the veterinary surgeon fees of the second test and Report.

**17.6** If the ram is deemed incapable of natural and effective service during 90 days from date of purchase, the buyer may by 31st October of the year of the Sale return the animal to the seller and thereupon the seller shall repay to the buyer the whole of the purchase price and the cost of transport of the animal from the buyer’s premises to the seller’s premises and the veterinary surgeon testing fees incurred by the buyer.

**17.7** The seller shall not be liable for any indirect or consequential loss howsoever sustained by a buyer.

**17.8** As to clauses 17.4 and 17.5 and 17.6 time is of the essence.

**17.9** The seller and the buyer may vary the provisions of clauses 17.4, 17.5, 17.6, 17.7 and/or 17.8 if but only if and insofar as the variation is set out in writing and signed by each of the parties.

**17.10** The terms of any statutory enactment or custom or trade which are inconsistent with the provisions of this Bye-Law 17 are hereby excluded.

**17.11** Failure to comply with any of Bye Law 17 will allow the Society, at its discretion, to cancel Society membership.

**17.12** Society Bye-Laws do not exempt a breeder from the Sale and Supply of Goods Act.

## 18 GENERAL DISPUTES

**18.1** In the event of a dispute arising between two or more Members of the Society any one of such Members may refer the dispute to the Society with a request that the matter be referred to an arbitrator to be appointed, failing agreement between or amongst the parties, by the Society. The decision of the arbitrator so appointed shall be final and binding on all parties to the dispute and Council has the power to ensure that the arbitrator’s decision is implemented.

**18.2** Any arbitration under this Bye-Law 18 clause shall be subject to the Arbitration Acts for the time being in force.