***The Irish Piemontese Cattle Society Ltd.***

***Rules of Procedure***

***Approved by the Irish Piemontese Council on 20th February 2023***

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***These Rules of Procedure may be found on the Irish Piemontese Cattle Society webpage at*** [***www.irishpiemontesesociety.com***](http://www.irishpiemontesesociety.com)

**a)Membership:**

1. To become a full member of the IPCS an applicant for membership shall be the owner of a pure-bred breeding animal of the Piemontese breed located within the geographical territory of the breeding programme. The appropriate membership fee must also be paid. See appendix 1.
2. Members must select a herdname of not more than 15 characters which shall be individual to their pure bred Piemontese herd. The herdname must not already be in use in the Piemontese society but can, with the approval of Council, be the name used by a former breeder who has a close connection to the new breeder e.g. son/daughter, niece/nephew, etc.
3. Where a company wishes to become a member of the IPCS, the company will be listed as a member with a named individual as their voting representative and this person is to be responsible for all matters in relation to that herd. The name of the company will be recorded as the owner on all documentation.
4. Where there is joint membership, one person must be named as the voting member and this person is to be responsible for all matters in relation to that herd. The names of the joint members will be recorded as the owner on all documentation.
5. Members of the Society are required to complete and sign a CMMS data release form (the “White Form”) which gives the ICBF permission to allow the society access to details of the member’s Piemontese stock.
6. A member has the right to vote on behalf of one herd only.
7. The Society provides for Associate and Commercial members. Associate and Commercial members are persons who do not themselves own purebred Piemontese stock but who wish to be connected to the society. These shall not enjoy the voting rights of full members as under the articles of the Society. Associate and Commercial members shall pay an annual membership fee of half the full membership fee currently in force.
8. All full members (see point no. 2 above), whose annual membership is paid-up, shall have the right to be notified, attend and to vote at the AGM.
9. The IPCS requires that the members comply fully with the rules and requirements of the IPCS.
10. Membership is due on the 1st January annually. See appendix 1.

**b) Members and Breeders Rights:**

* 1. Breeders shall have the right to participate in the breeding programme of the IPCS where
		1. Their animals are kept in the Republic of Ireland.
		2. Their breeding animals belong to the breed that is covered by the IPCS breeding programme, or a breeding programme that is operated within another EU country for animals of the Piemontese breed.
	2. Breeders participating in the IPCS breeding Programme shall have the right to
		+ 1. to have a purebred Piemontese animal entered in the main section of the IPCS breeding book which meets all the IPCS requirements.
			2. to participate in performance testing and genetic evaluation in accordance with the rules of the breeding programme.
			3. to be issued with a Zootechnical Certificate where an animal has met with all entry requirements.
			4. to be provided, on request, with up-to-date results of the performance testing and genetic evaluation for their breeding animals, where these are available.
			5. to have access to all other services provided by the IPCS breeding programme where applicable.
			6. to become a member of IPCS
			7. to participate in the defining and development of the breeding programme in accordance with the Rules of Procedure. Suggested changes should be submitted in writing or by email to the council of IPCS for consideration.
			8. to have free choice in the selection and breeding of their own animals.
			9. to have offspring descended from those breeding animals entered in the IPCS breeding book in accordance with the rules of the breeding programme.
			10. to have ownership of their breeding animals.
			11. Members participating in the IPCS breeding programme shall have the right to participate in the defining and development of the breeding programme in accordance with the Rules of Procedure. Suggested changes should be submitted in writing or by email to the council of IPCS for consideration.
1. **Council:**

Members of the council for the IPCS shall be elected at an AGM for a period of three years.

The officers of the society, Chair, Vice Chair, Secretary and Treasurer shall be selected from the elected council members.

1. **IPCS Rights and Obligations:**
2. The council and the IPCS representatives shall operate in a non-discriminatory fashion towards its members.
3. The IPCS council has the responsibility to select and make available to the members semen selected from the best available recognised sources.
4. The IPCS council reserves the right to exclude members from participating in the IPCS breeding programme where those members fail to comply with the rules of that breeding programme or with their obligations as set out in these Rules of Procedure.
5. The IPCS council reserves the right to exclude members from membership where those members fail to comply with the obligations as set out in these Rules of Procedure
6. Purebred breeding animals entered in breeding books by breed societies or breeding bodies for that breed, and the offspring produced from germinal products of such breeding animals, shall be entered or eligible for entry without discrimination on account of their country of origin in the Irish Piemontese breeding book.
7. The Society shall, without prejudice to the role of the courts, have a responsibility to settle disputes that may arise between breeders, and between breeders and the breed society, in the process of carrying out breeding programmes in accordance with the rules of procedure (see Appeals Procedure below).
8. **Council controls:**
9. The IPCS council reserves the right to withdraw any Zootechnical Certificate without refund if at any time the animal fails parentage verification. The onus is on the breeder to ensure that all details on the Zootechnical Certificate are correct.
10. The society will not be responsible for lost or mislaid forms or certificates.
11. The IPCS council may at any time cancel the entry of an animal in Class 1 of the breeding book which shall be found to contain any false or inaccurate particulars or statements given or to have been made to the IPCS. On the cancellation of the entry of any animal in the breeding book, the Zootechnical Certificate issued by the society will be cancelled and any fees paid to the IPCS shall be retained by the society. The animal may be transferred to Class 2 of the breeding book if the parents and grandparents have been fully registered in a herdbook within the EU
12. The Society shall have the right to maintain a computerised record of member’s transactions with the Society and reserve the right to penalise members found to be in breach of procedures vital to the accurate maintenance and integrity of the breeding book of the Society.
13. The Society shall have the right to use internet banking for the administration of its finances.
14. The Council may from time to time set or make changes in fees or penalties i.e. for membership, prefix registration (homebred or imported), late notification penalties, embryo registration, export certification, transfer fees, uncompleted registrations, and any other current fees in force.
15. A current schedule of fees is available from the Administrator on request by email: piemcattleadmin@gmail.com
16. **Appeals:**
17. Where within the procedure of the Society, a member feels that he or she has been unfairly disadvantaged; he/she may make a special appeal to the Council of the Society. Such appeals shall be dealt with in accordance with the appeals procedure below.
18. The objective of this procedure is to provide a member who has a grievance with the Society an opportunity to have the grievance examined and resolved at the earliest practical moment and at the most local level possible.
19. While the matter is being considered under the Appeals Procedure, the operation of the Society cannot be interrupted. The person(s) raising the matter shall continue to comply with the rules of the Society 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 Society be prejudiced in any way in relation to the matter being processed.

 **The Appeals procedure to apply shall be as follows:**

Stage 1

A member who feels aggrieved in relation to any matter pertaining to Society business should, in the first instance, write to the Chairman of the Council of the Society, making it clear that Stage 1 of the Appeals Procedure is being invoked. A deposit of €150.00 should accompany this letter and this shall be refundable if the appeal is upheld. The Chairman will reply as soon as is reasonably practicable, but 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 Council Chairman within thirty days, the member(s) may request in writing, that at their next Council meeting, the Council allow the member(s) 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 appellant will then withdraw to allow the council members to reconsider his/her appeal in his/her absence. The Council 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 Council 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 appointment of costs, as appropriate.

Stage 4

Any dispute that remains unresolved after Stage 3 may be pursued by invoking provisions under the legal personality of the Society: ICOS Rules or the 1963 Companies Act. Where disputes are still unresolved the matter shall be submitted for arbitration to the board of ICOS, who will in their professional capacity, appoint an independent arbitrator. The cost of the arbitration shall be as the board of ICOS directs and such fee shall be deposited prior to the hearing of the case. The arbitrator’s decision shall be final and binding on all parties without appeal.

**The Society expects all its members to abide by the breeding programme, the rules, regulations and standards established by the Society.**

**Appendix 1**

**Schedule of fees for members of IPCS**

New membership: €150.00

Annual Membership (due on 1st Jan. annually): €100.00

Associate and Commercial Membership: €50.00

Appeals Deposit: €150.00

Calf Registration: Female €40.00

 Male €20.00

Late registration fee: €80.00

Named calf with reg. uncompleted €10.00

Duplicate Certificate, €20.00

 Embryo calf registration €60.00 + DNA/Genomic test

Eurogene delivery fee for straws: A delivery fee of €40.00 +23% vat (€49.20) will apply to all deliveries of straws to any tank.

**Schedule of fees for non-members of IPCS:**

Calf Registration: Female €60.00

 Male €40.00

Late registration fee: €100.00

Membership for 1 year: €50.00

Re-registration of a qualifying animal previously de-registered or sold without a ZC by its owner: €200.00

All cheques should be made payable to Irish Piemontese Society and sent to L. Sandes, Ballyhasty, Cloughjordan, Co. Tipperary.

Payment can be made on line using the following details, please notify the office 087/6381199 when making an online payment.

IBAN: IE49AIBK93522023251029 BIK: AIBKIE2D