



Irish Holstein Friesian Association Rules of Procedure and Dispute Resolution Procedures

Approved By IHFA Board on 12th April 2023



Contents:

Section A:

Irish Holstein Friesian Association Rules of Procedures

1. Introduction
2. Objects
3. Participation in IHFA's Breeding Programme
4. Membership of IHFA
 - 4.1. Benefits of IHFA
5. Payment to IHFA
6. Rights of Breeders
7. Rights and obligations of IHFA
8. Non-Discrimination
9. General Conditions

Section B

Irish Holstein Friesian Association Dispute Resolution Procedures

Definitions

A. Grievance raised by Breeder/Member

1. General Principles

B. Misconduct of a Breeder/Member

1. General Principles
2. Misconduct
3. Investigation
4. Powers of the Disciplinary Committee
5. Disciplinary Hearing
6. Decision
7. Mitigation
8. Sanctions
9. Appeal Procedure
10. Default
11. Service
12. Jurisdiction and Governing Law
13. Publicity and Confidentiality
14. Admissibility of Evidence
15. Changes to Procedure



SECTION A: IRISH HOLSTEIN FRIESIAN ASSOCIATION RULES OF PROCEDURES

1. Introduction

The name of the Company is “Irish Holstein Friesian Association.” (IHFA)

The Company is a company limited by guarantee with charitable status, under Part 18 of the Companies Act 2014.

IHFA is recognised by the Department of Agriculture, Food & the Marine as a breed society in accordance with Regulation (EU) 2016/1012 and approved to operate a breeding programme for the Holstein Friesian breed. IHFA is responsible for the validity and upkeep of the herdbook of Holstein Friesian cattle in Ireland. Every breeder shall be bound by and shall submit to the Rules of Procedure

2. Objects

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

The business of the Association shall be vested in, and conducted by, the Board of the Association.

It is an object of the company 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

3. Participation in IHFA's breeding programme

Every breeder wishing to participate in the breeding programme will be enrolled where they meet the criteria outlined in Section 7 (1).. Breeders shall sign the following:

- a) Application form
- b) Data Release form

Approval of breeders either solely/Partnerships or Companies/ is assessed in relation to an applicant having an animal belonging to the Holstein Friesian breed and located in Ireland.

4. Membership of IHFA

Every breeder may also select to become a member of the Association by completing

- a) Membership option on application form
- b) Direct debit mandate
- c) Data Release form

Each member must register a Herd prefix with must be one word (no spaces) and must not be previously registered with the Association.

On approval members must pay an annual Membership Fee and a one-off Prefix Fee. The Prefix Fee will be discounted on completion of a grade up.



4.1. Benefits of Membership

4.1.1. Breed Promotion

All breed promotion activity carried out by IHFA is for the benefit of members only. This includes but is not limited to:

- Shows
- Sales
- Advertising (including on-line and social media)

4.1.2. 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), with a maximum of 12 letters, 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. 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, if 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.

(f) A charge of €100 will apply to reinstate the prefix and €40 membership per annum from the date of last registration.



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

4.1.3. IHFA Services

IHFA carry out several services for the promotion of the breed and to add value to the herds of its members. In order to do this IHFA employs a skilled staff. Such herdbook service offerings may be altered from time to time as deemed appropriate and at the discretion of the Board. All promotional services and staff are for the benefit of the members only unless authorised by the board.

5. Payment to IHFA

The manner in which Breeders pay 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
- iv. Credit terms will be limited to IHFA members at the discretion of the organization

6. Rights of breeders

1. Breeders shall have the right to participate in the IHFA breeding programme where:
 - a) their breeding animals are kept on holdings located within the Republic of Ireland
 - b) their breeding animals belong to the breed covered by the IHFA breeding programme.
2. Breeders participating in the IHFA breeding programme shall have the right
 - a) to become a member of IHFA and to participate in the defining and development of the breeding programme. (Motions shall be brought through club representatives to the board for discussion.)
 - b) to have their purebred breeding animals entered in the main section of the IHFA breeding book in accordance with rules of the breeding programme
 - c) to have their animals recorded in a supplementary section of the IHFA breeding book in accordance with the rules of the breeding programme
 - d) to participate in performance testing and genetic evaluations in accordance with the breeding programme
 - e) to be provided with a zootechnical certificate
 - f) on request, to be provided, with up-to-date results of the performance testing and genetic evaluation for their breeding animals, where those results are available
 - g) to have access to all the other services provided by IHFA in relation to the breeding programme
3. Breeders participating in the Irish Holstein Friesian Association breeding programme shall
 - a) have the free choice in the selection and breeding of their breeding animals,
 - b) have offspring descended from those breeding animals entered in the Irish Holstein Friesian Association breeding book in accordance with the rules of the breeding programme,
 - c) have ownership of their breeding animals



7. Rights and obligations of IHFA

1. As regards the breeding programmes, IHFA will define and carry out the breeding programmes autonomously, complying with EU Regulation 2016/1012 and any conditions of their approval.
2. IHFA has the right to exclude breeders from participating in a breeding programme where those breeders fail to comply with the rules of the breeding programme or the obligations set out in these rules of procedures
3. IHFA shall have the right to exclude breeders from membership where those breeders fail to comply with their obligations set out in these rules of procedure
4. IHFA 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 or breeding operation, in the process of carrying out the breeding programmes (See Appeals/Dispute Procedures Section)
5. Where any breeder participating in the Breeding Programme who has been excluded from Breeding Programme, 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 purebred cattle, the Board of the Association may, at its discretion, allow such breeder to transfer the cattle (to another breeder) 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.
6. IHFA will not be held responsible for any liability due to improper information being supplied by another party.
7. IHFA will automatically update the registration details in herdbook of any animal when it is shown to be incorrect by way of genomic testing, parentage verification or otherwise.
8. IHFA reserve the right to act to preserve the image and reputation of the organization or breeding program in such as way that may be additional to the rules contained herein.
9. The Board of the Association wish to reserve the right to appeal to the Competent Authority where they approve another breeding programme for the Holstein Friesian or Friesian Hherdbook which would compromise the breeding programme of the IHFA.

8. Non-Discrimination

The Society shall operate in a non-discriminatory fashion towards its breeders.

Breeding animals entered in breeding books by breeding bodies and the offspring produced from germinal products of such breeding animals, are entered or eligible for entry without discrimination on account of their country of origin, in the case of purebred breeding animals, in the breeding book of the same breed maintained by that breed society

9. General Conditions



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

b) 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 or website.

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



SECTION B - IRISH HOLSTEIN FRIESIAN ASSOCIATION DISPUTE RESOLUTION PROCEDURES

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 Breeder/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 of Association or Board” means the board of directors for the time being of the Association.

“Breeder” means a person participating in the breeding programme.

“Chairperson” means a member of the Board of Association, Investigations Committee, the Disciplinary Committee or Appeals Committee appointed by the relevant Association/Committee to act as a Chair.

“Charge” means an allegation of Misconduct made against a Breeder/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.

“Grievance” means where the Board declines to enter an animal upon the making of a request for such registration by a Breeder/Member or where a Breeder/Member wishes to raise concerns, problems or complaints.

“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 Breeder/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 Breeders/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.

There are two separate elements to the Dispute Resolution Procedures for IFHA:

- A) Grievance raised by Breeder/Member;
- B) Misconduct of a Breeder/Member.

A. Grievance raised by Breeder/Member

1. General Principles

1.1 This procedure shall apply where the Board of Association declines to enter an animal upon the making of a request for such registration by a Breeder/Member or where a Breeder/Member wishes to raise a grievance with the Association. It is separate from the Dispute Procedure in the case of misconduct of a Breeder/



Member which is processed under Section B of this policy.

1.2 Where within the procedures of the Association, a Breeder/Member feels that they have been unfairly disadvantaged by the Association regarding the registration of an animal in the Association's Herd-book, or any other grievance, they may utilise this process. Such applications shall be dealt with in accordance with the procedure below.

1.3 The objective of this procedure is to provide a Breeder/Member who has a grievance with the Association regarding the registration of an animal in the Association's breeding book or any other grievance, with an opportunity to have the grievance examined and resolved as soon as possible.

1.4 While the matter is being considered under the grievance procedure, the operation of the Association cannot be interrupted. The Breeder/Member raising the grievance shall continue to comply with the rules of the Association during the course of the examination of the grievance. The procedure shall be as follows:

a) STAGE 1

A Breeder/Member who wishes to raise a grievance should, in the first instance, write to the Chairperson of the Association, making it clear that Stage 1 of the grievance procedure is being invoked. The Chairperson will consider the grievance and reply as soon as is reasonably practicable, but in any case, within fourteen days from receipt of the letter from the Breeder/Member.

b) STAGE 2

If the grievance is not resolved at Stage 1, or if a reply is not forthcoming from the Chairperson of the Board within fourteen days, the Breeder/Member may request in writing that at the next Board meeting, the Board allow the Breeder/Member to attend the meeting during the period that the grievance is being considered. The Breeder/Member will be allowed to make an oral submission on the grievance. The Association will then reconsider the issue (the Chairperson will not be involved in the decision making process at Stage 2) and the Association must communicate its decision to the Breeder/Member in writing, within fourteen days.

c) STAGE 3

If the issue remains unresolved after Stage 2, the Breeder/Member may request an independent hearing. The Breeder/Member should write to the Chairperson of the Association, within thirty days of receiving the decision of the Association, making it clear that Stage 3 of grievance procedure is being invoked.

The Association shall grant such a hearing and will confirm to the Breeder/Member in writing within fourteen days that Stage 3 of the process has been initiated. Appeals at Stage 3 will be heard by an individual or group of individuals with appropriate expertise, agreed by both parties to the dispute. This will be agreed by the parties within twenty-one days. From the date of appointment of the person(s) hearing the appeal, the case will be heard, and the decision taken will be communicated in writing to both parties within two months. The person(s) hearing the case will decide on the apportionment of costs, as appropriate.

B. Misconduct of a Breeder/Member

(As approved by the Board of Directors at its meeting on the 12th of April 2023)



1. General Principles

1.1. The Association may take action against any Breeder/Member where there is a complaint of “Misconduct” (as defined in Rule 2 hereunder) or where following investigation a Charge is upheld. Any Breeder/Member shall remain liable for any Misconduct committed during the period of participation or membership, notwithstanding the cessation of Membership or participation in Shows.

1.2. It shall be the duty of all Breeders/Members to report any incidents of Misconduct to the Investigations Committee.

1.3. As a general rule, an attempt should be made by the Breeder/Member and their immediate club Chairperson 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 Breeder/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 person may specify that if the Breeder/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.

1.4. The Association attaches particular importance to all Breeders/Members maintaining the highest standard of animal welfare and maintaining the good reputation of animal shows. Breeders/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 Breeders/Members are bound to observe and a failure to observe those rules will amount to Misconduct.

1.5. The Association also attaches great importance to ensuring the fairness of its Procedure. The Procedure shall respect the following principles:

- (i) a timely hearing;
- (ii) fair and impartial hearing body;
- (iii) the right of the Breeder/Member to be represented or accompanied at each stage during the Procedure by a fellow Breeder/Member;
- (iv) the right to be fairly and timely informed of the alleged act of Misconduct in writing;
- (v) the right to respond fully to the alleged act of Misconduct;
- (vi) 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);
- (vii) a timely, written, reasoned decision; and in reaching its decision, the Disciplinary Committee shall:
 - (viii) be satisfied as to the facts of the case based on the evidence presented to it;
 - (ix) determine whether it is satisfied that those facts amount to Misconduct; and
 - (x) if the facts amount to Misconduct consider whether it is appropriate to impose any Sanction.



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

2. Misconduct

- 2.1 It shall be “Misconduct” under these Rules if a Breeder/Member or their 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 or Rule of the Association in place from time to time including but not limited to the following:
 - (i) the Breeding Programme Rules;
 - (ii) the Rules of Procedures and Dispute Resolution Procedures;
 - (iii) the Showing Rules;
 - (iv) the National YMA Rules & Regulations; and
 - (v) the constitution of the Association.
 - e) if the Breeder/Member or their Animal participates in any show (whether one of the Association’s Shows 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 the breeding programme or conduct relating to an Animal.

The above list is not exhaustive, and the Association reserves the right to discipline a Breeder/Member for other reasons or actions of Misconduct not listed in this Rule 2.

2.2 Any act by a Breeder/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 Association to (a) immediately suspend a Breeder/Member from membership of the Association or the breeding programme and (b) immediately suspend such Breeder’s/Member’s participation in any Show (if applicable) pending the outcome of the Procedure.

3. Investigation

3.1. Following a complaint or allegation against a Breeder/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 Breeder/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 in writing to the individual(s) against whom the complaints have been made.

3.2. 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.



3.3. 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.

3.4. The investigation will be conducted thoroughly, objectively, with sensitivity, utmost confidentiality, but at all times with due respect to the rights of all parties.

3.5. The Investigation Committee will meet with all relevant parties who will be advised that they may be accompanied by a fellow Breeder/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.

3.6. 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 Breeder/Member. A copy of this report will also be provided to the person against whom the complaint/ allegation is made.

3.7. 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 Breeder/Member arising from such report.

4. Powers of the Disciplinary Committee

4.1. The Disciplinary Committee shall have power:

- (i) to determine its own procedure;
- (ii) to call upon any other Breeder/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;
- (iii) to amend or abridge any timetable or to impose a new timetable on the parties;
- (iv) to adjourn the Disciplinary Hearing for any purpose it sees fit; and
- (v) to request any evidence not tendered by the parties which it considers would assist it in the disposal of the Charge.

5. Disciplinary Hearing

5.1. Following the investigation set out under Rule 3 hereunder, it may be necessary to hold a Disciplinary Hearing. The Breeder/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 Breeder/Member and it will specify that the Breeder/Member may be represented or accompanied at the Disciplinary Hearing by a fellow Breeder/Member. This letter will be sent at least seven working days in advance of the date of the hearing. The letter inviting the Breeder/Member to the Disciplinary Hearing will also set out that there is a risk that Sanctions may be imposed on the Breeder/Member up to and including expulsion from membership of the Association and the breeding programme.

5.2. No person who has sat as a member of the Investigations Committee may sit on the Disciplinary Committee considering the same matter.



5.3. Prior to the Disciplinary Hearing the Breeder/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 Breeder/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 Breeder/Member and the Breeder/Member given an opportunity to respond to the complaint made and to review the written statements.

5.4. The Breeder/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 Breeder/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 explaining the reasons why the Disciplinary Hearing has been arranged and detailing the allegation against the Breeder/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 Breeder/Member and the outcome of the meeting. The Breeder/Member may be asked to agree and sign the record of the meeting after consultation with their 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 Breeder/Member will be given the opportunity to respond to each of the allegations put to them. All details of the Breeder's/Member's responses will then be discussed until the full context of their response has been clarified.

5.5. 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.

5.6. Failure to attend the Disciplinary Hearing without giving reasonable notice and a reasonable explanation will itself be considered Misconduct.

5.7. The Disciplinary Hearing shall be in private.

5.8. The Disciplinary Committee shall make its decision on a majority vote.

5.9. The Disciplinary Committee shall be entitled to a request to hear evidence from the Investigations Committee, the Breeder/Member and any third party witness, providing their evidence has been previously disclosed to all parties or otherwise prior to the Disciplinary Hearing.

5.10. If the Breeder/Member does not attend the Disciplinary Hearing, the Disciplinary Committee shall be entitled to proceed with the Disciplinary Hearing in their absence.

5.11. The procedure at the Disciplinary Hearing shall be determined at the discretion of the Chairperson.



5.12. Once the Disciplinary Committee has heard the case, the Disciplinary Committee shall adjourn to deliberate whether the Charge has been proven in closed session.

6. Decision

6.1. The Disciplinary Committee shall provide the Breeder/Member with a reasoned decision in writing within fourteen 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, but the Breeder/Member will be notified of the extended timeframe prior to the expiry of the fourteen days. The Breeder/Member will be informed as to what action, if any, has been taken and the Appeals procedure will be explained to the Breeder/Member.

7. Mitigation

7.1. If a Charge is proved the Disciplinary Committee shall consider any plea in mitigation put forward by or on behalf of the Breeder/Member which is the subject of the Charge.

7.2. In reaching its decision on Sanctions, the Disciplinary Committee shall:

- (i) consider the previous history and character of the Breeder/Member and any mitigating circumstances, including but not limited to whether the Charge is such Breeders/Members first Charge of Misconduct; and
- (ii) determine whether it is appropriate to impose any Sanction on the Breeder/Member and, if so, what is the appropriate Sanction.

8. Sanctions

8.1. 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:

- (i) to censure a Breeder/Member;
- (ii) to suspend a Breeder/Member from exhibiting Animals at Shows for a stated period;
- (iii) to suspend an Animal from being exhibited at Shows for a stated period;
- (iv) to suspend a Breeder/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;
- (v) to suspend an Animal from registration in the Association's Herdbook for a stated period;
- (vi) to de-register an Animal from the Association's Herdbook;
- (vii) to require a Breeder/Member to pay compensation to any other Breeder/Member;
- (viii) to require a Breeder/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;
- (ix) to fine a Breeder/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 Breeders/Members in the Association's Journal or website);
- (x) to suspend a Breeder/Member from the Association and/or breeding programme for a stated period or until conditions laid down by the relevant Committee are satisfied; and/or to expel a Breeder/Member from the Association and/or breeding programme.



8.2. Any Breeder/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.

9. Appeal Procedure

9.1. The decision of the Disciplinary Committee shall be subject to the right of Appeal.

9.2. An Appeal must be lodged with the Appeals Committee within fourteen days of service of the Disciplinary Committee's decision on the Breeder/Member. If the Breeder/Member fails to lodge an Appeal within fourteen days their 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.

9.3. Only the Breeder/Member against whom a decision has been made may bring an Appeal.

9.4. No person who has sat as a member of the Disciplinary Committee may sit on the Appeal Committee considering the same matter.

9.5. An Appeal may only be made on the grounds that:

- (i) the Disciplinary Committee failed to give the Breeder/Member a Disciplinary Hearing which a reasonable person would find to be fair;
- (ii) 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;
- (iii) the decision to find the Charge proved was so unreasonable that no reasonable body charged with the task could have reached that conclusion; or
- (iv) the Sanction imposed was unreasonable or excessive.

9.6. 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(ii) above, new evidence shall only be brought with the leave of the Appeals Committee.

9.7. Upon receipt of the Appeal the Appeals Committee shall inform the Breeder/Member of the date and time of the Appeal Hearing, at least seven working days in advance of the Appeal Hearing.

9.8. 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.

9.9. 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.

9.10. Having heard the submissions of the Investigations Committee's representative and the Breeder/Member, the Appeal Committee shall close the Appeal Hearing and shall meet to deliberate in closed session.



9.11 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.

9.12 Upon the hearing of an Appeal, the Appeals Committee may:

- (i) allow the Appeal;
- (ii) dismiss the Appeal;
- (iii) vary any Sanction imposed or made; and/or
- (iv) any other such order as it thinks fit.

9.13 The Appeals Committee shall make its decision on a majority vote.

9.14 The Appeal Committee shall provide the Breeder/Member and the Board with a reasoned decision in writing within fourteen days of the date of making its decision.

9.15 The Appeal Committee may order the Breeder/Member to pay such costs of and associated with the Appeal as it deems reasonable in the circumstances.

9.16 The decision of the Appeal Committee shall be final and binding.

10. Default

10.1 On default for fourteen 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 Breeder/Member to be expelled or suspended (conditionally or otherwise) from participation in the breeding programme and/or membership of the Association.

11. Service

11.1 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 Breeder/Member charged.

11.2 All communication sent under the Procedure by a Breeder/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.

11.3 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.

12. Jurisdiction and Governing Law

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

13. Publicity and Confidentiality

13.1 The finding of the Disciplinary Committee and the findings of the Appeals Committee (if applicable)



shall remain private and confidential between the parties, except in order to fulfil the sanction if applicable or to publish the finding in the Association Journal if deemed necessary by the Board.

14. Admissibility of Evidence

14.1 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).

15. Changes to Procedure

15.1 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 Breeders/ Members on the website.

