

**AUSTRALIAN**

**PINZGAUER**

**BREEDERS**

**ASSOCIATION**

**LIMITED**

**BY-LAWS**

These By-Laws are made pursuant to the Memorandum and Articles of the Australian Pinzgauer Cattle Breeders Association.

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## 1. INTERPRETATION

The definitions contained in clause 2 of the Memorandum of Association shall be deemed to be embodied herein and shall be read as part of these By-Laws.

“\$” denotes dollars in Australian currency.

**Sire**” means a registered Pinzgauer bull that has been recorded for use as a semen donor.

“**Appendix**” shall mean a female with less than 93.75% percent and at least 48% percent Pinzgauer blood and that has been accepted into a Herdbook Appendix section.

“**Base**” in relation to cows and heifers means animals containing less than 48% percent Pinzgauer blood.

“**Blood**” means the genetic make up of an animal.

“**Blood typing**” means the testing of an animals genetic system for the purpose of verifying parentage.

“**Breeder**” in relation to animal registrations, means the owner at the time of conception.

“**Grade**” means the level of Pinzgauer blood in an animal as categorised by Appendices F1, F2 and F3 and Purebred or Fullblood.

“**Entered**” in relation to an animal means entered on the animal registration application.

“**First Owner**” of an animal signified the person registered or entitled to be registered as the owner of the animal at the date of its birth.

“**Fullblood**” means an animal denoted to the 100% percent Pinzgauer blood as recognised by this Association or the International Association.

“**Grading Up**” means the initial process of using a Fullblood or Purebred Pinzgauer bull over any base of Foundation bred female for the purpose of producing Pinzgauers with increased percentage Pinzgauer blood in their progeny.

“**Herdbook Number**” means the number allocated by the Association to an animal registered in the Herdbook.

“**Identification**” or “**ID number**” in relation to an animal means the unique combination of letters and numbers as recorded.

“**Karyotype**” means the mapping or identification of cattle chromosomes for the purpose of determining an animal freedom from genetic aberrations and abnormalities.

“**Member Number**” means the unique number allocated by the Association to identify individual membership of the Association.

“**Name**” or “**Animal Name**” means a word or words recorded in the Herdbook to identify an animal.

“**Owner**” or “**Registered Owner**” in relation to an animal means the person recorded in the Herdbook as the owner of that animal.

“**Prefix**” or “**Herd Prefix**” shall be the three letters used to identify all animals from the same herd of Pinzgauers.

“**Purebred**” means a female having at least 93.75% percent and a male having at least 93.75% percent Pinzgauer blood, that is the result of a planned and recorded grading up programme.

**“Registered”** in relation to an animal means that the animal is registered in the Herdbook of the Association.

**“Sire Referencing”** refers to the comparative analysis of performance traits of bulls in different herds whereby performance is genetically compared through Breedplan records.

**“Video Record”** infers the terms videotape, videotex, viewdata, teletex or videodisc as aids in recording and analysis of records.

**“Year Letter”** refers to the International Pinzgauer standard letter denoting the year of birth of an animal.

## 2. **AIMS**

These By-Laws are pursuant to the Memorandum and Articles of the Australian Pinzgauer Breeders Association Limited, and where the context reasonably permits, the singular number includes the plural number and vice versa and the word gender includes the male, female and neuter gender.

Development and maintenance of a permanent efficient recording system to be known as the Pinzgauer Registry, ensuring accuracy and integrity, shall be the Association's primary aim to enable promotion of the breed toward improved production standards. The Registry shall contain copies of applications for membership, the membership Register and animal registration applications, application for transfer of ownership and other records and documents pertaining to Herdbook registration of qualified Pinzgauer blood cattle including the latest historical copies of the published Herdbook.

## 3. **HERDBOOK**

- (a) The Herdbook, and its Appendices, shall consist of a register of live animals and their pedigrees. The Association shall receive applications for registration and data collection pertaining to each animal; shall process and record such data towards its certification, storage and retrieval so the animals may be transferred and data analysed for the betterment of the breed.
- (b) Owners must notify the Official Registrar of the death of any registered animal within 90 days of death occurring and upon such notice being given, the death or culling shall be recorded in the Pinzgauer Registry.
- (c) The information required to be kept in the Herdbook may be recorded using a computer.
- (d) Applications for registrations shall only be accepted from Full, Honorary Life, Foundation and Junior (where applicable) members who are financial at the date of application and who have had a Herd Name and Prefix registered with the Association.
- (e) A unique Herdbook Number of up to eight (8) digits shall be required for registration for each animal bred.
- (f) The Herdbook shall contain all information regarding the origin and introduction of all male and females categorised into five categories pursuant to subclause 4(c) (vi) by sex in each individual herd.
- (g) The Herdbook shall provide for notation of the level of polledness and artificial breeding.
- (h) Pursuant to subclause 7(l) multi-sire mated stock shall be eligible for registration in the Herdbook.
- (i) Calves imported in utero shall be accepted as Australian when born.
- (j) The Council shall, whenever it considers it appropriate so to do, print and publish a volume of the Herdbook containing any matter which it considers appropriate including such records of registration and transfer and of pedigrees as have been recorded in the Herdbook since the then last published volume and for all stock currently being

4. **APPLICATION FOR REGISTRATION AND RECORDATION**

- (a) Application for Registration of animals in the Herdbook shall be on the prescribed form.
- (b) Any forms not correctly filled in will be returned to the applicant for completion or correction and the Official Registrar may require such additional information as he may think fit before accepting an animal for registration.
- (c) With the provisions noted in subclause 4(d), the following conditions for acceptance of an animal for Herdbook registration must also be met:
  - (i) Foundation Base stock to be used in a grading up programme shall be any sound female being from any breed or cross including stock with less than 48% percent Pinzgauer blood;
  - (ii) Animals eligible as F2 or F3, or as Purebred or Fullblood registration must have both the dam and sire registered in the Herdbook or a Herdbook recognised by the International Association, in which case the percentage blood must satisfy the Australian Association Herdbook requirements;
  - (iii) F3 females must demonstrate a typical Pinzgauer appearance, as per the Association Standard of Excellence set down by Council;
  - (iv) Purebred and Fullblood registered animals must demonstrate a typical Pinzgauer appearance, as per the Association Standard of Excellence set down by Council;
  - (v) Provided subclause 4(c) (ii, iii and iv) are acceptable the grading categories shall be:

- **F1 FEMALE**                    minimum 48% Pinzgauer blood, as result of mating unregistered female with a Purebred or Fullblood bull.
- **F2 FEMALE**                    minimum 72% Pinzgauer blood, as result of mating F1 female with Purebred or Fullblood bull.
- **F3 FEMALE**                    minimum 84% Pinzgauer blood as result of mating F2 female with Purebred or Fullblood bull or F3 female with Purebred bull.
- **PUREBRED FEMALE**                    minimum 93.75% Pinzgauer blood, as result of mating F3 female with Fullblood bull or Purebred female with Purebred bull or Fullblood female with Purebred bull.
- **FULLBLOOD ANIMALS**                    100% Pinzgauer blood, as result of mating Fullblood male and female.

The following progeny table demonstrates the grade options for various matings (# indicates calf ineligible for registration)

		<b>HEIFER CALF GRADE</b>		<b>BULL CALF GRADE</b>	
		PUREBRED	FULLBLOOD	PUREBRED	FULLBLOOD
		SIRE	SIRE	SIRE	SIRE
D	(Unregistered	1	1	#	#
	(F1	2	2	#	#
A	(F2	3	3	#	#
	(F3	3	P	#	#
M	(Purebred	P	P	P	P
	(Fullblood	P	F	P	F

- (vi) When an animal fails to satisfy the Official Registrar as to its eligibility for entry into the Purebred registry, then that animal may be registered under the same Appendix entry as its dam;
  - (vii) Provided clause 4 rules are not breached, animals may be registered in the Herdbook as a transfer from a foreign Herdbook recognised by the International Association, using the original foreign certificate properly endorsed as the application for registration;
  - (viii) In the case of multiple births with opposite sex calves, a female calf shall not be registrable until she calves herself (at which time the over-age penalty fee shall be waived).
- (d) If an animal develops scurs after it has been registered as a Poll the owner must return the Registration Certificate to the Official Registrar within 18 months of date of birth. The Association shall bear the cost of re-issuing the Registration Certificate with the correction noted on it.
  - (e) All Female animals should be registered before they attain 6 months of age, otherwise penalty fees apply pursuant to subclause 19(e) (ii). All male animals should be registered before they attain 6 months of age, otherwise penalty fees apply pursuant to subclause 19(e) (ii).
  - (f) Eligibility for registration of animals over the age of twelve (12) months will always be subject to approval by council, but is available to progeny of all sires and dams entered in the Herdbook
  - (g) When an animal is leased for breeding purposes, an Association form must be completed and signed by both the lessor and lessee, and forwarded to the Official Registrar. The lessee may then sign any application for registration or transfer as the owner.
  - (h) An animal may be registered under Syndicate or Partnership Ownership.
  - (i) No person submitting an animal for registration in the Herdbook and no owner of any animal registered in the Herdbook shall use any of the terms defined in the Rules in respect of animals to which they are not properly attributable in accordance with these Rules.
  - (j) An animal may be prohibited by Council or through its agent, the Official Registrar, from registration or transfer where:
    - (i) any name, prefix or tattoo, which in the Councils absolute discretion, it considers to be misleading as to pedigree, sex, origin or relationship of the animal or to be misapplied or contrary to the interests of the Association generally or objectionable in any respect or pronounced alike, but spelt differently to existing names;
    - (ii) the signature on an application is questionable;
    - (iii) the Council, from time to time for any other reason, sees fit to refuse registration.
  - (k) Sales agents shall not be authorised to sign application for registration or transfer.
  - (l) In all cases the owner is wholly responsible for providing details of animals. The signature of the owner of the animal at the time of registration verifies that the data on the application is true and correct to the best of his knowledge. The Association bears no responsibility for the information in any way.
  - (m) Pinzgauer and Pinzgauer cross cattle already in existence and born before 1 July 1991, shall be eligible for registration provided the owner supplied appropriate identification and breeding records in conformity with these By-Laws. The owner shall not be penalised for over age registrations.

## 5. CERTIFICATES

- (a) An Association "Registration Certificate" shall be prepared for all animals accepted for registration in the Herdbook.
- (b) In the event that a certificate has been lost, destroyed or is unobtainable, a duplicate certificate may be obtained by submitting a statutory declaration containing all necessary information to the Official Registrar provided that the appropriate fee is paid. If the original certificate is found it shall become the property of the Association;
- (c) The Registration Certificate shall include the grade and actual percentage Pinzgauer blood for each animal.

## 6. PERFORMANCE SYSTEMS

With respect to performance recording it is strongly recommended that animals of at least 48% percent Pinzgauer blood be recorded through the National Beef Recording (Breedplan) Scheme whereby:

- (a) The Association shall, by negotiation with NBRIS, instigate a Sire Referencing Scheme.
- (b) Adjustment factors shall be subject to change in accordance with Breedplan formula development.

## 7. BLOOD TESTING

- (a) Parentage verification through blood typing shall be mandatory for all registrable Fullblood animals.
- (b) All imported livestock shall have blood type reports provided to the satisfaction of the Official Registrar before being accepted into the Herdbook.
- (c) All embryo donors must be guaranteed through blood parentage verification.
- (d) Where blood typing is mandatory for registration the applicant shall bear all costs involved.
- (e) All blood typing samples to be taken by an approved veterinarian and Blood Typing shall be carried out at a laboratory approved by Council.
- (f) The Council declares it shall accept all findings of blood group analysis from an approved laboratory.
- (g) If any animal is unavailable to have blood typing determined then a number of its progeny may be required to be tested instead, as advised by the testing laboratory.
- (h) Council reserves the right to call for karyotyping at its discretion.
- (i) In the case of multi-sire mating, blood types are required from each bull, the dam and its offspring in order to prove parentage of the offspring. In single sire matings where a cow is given access to more than one sire separately but consecutively, at least 28 days must elapse between access to consecutive sires, otherwise such matings will be deemed to be multi-sire matings.

## 8. MEMBER NUMBER

- (a) Every successful applicant for membership to the Association shall be allocated a unique Member Number.
- (b) Where a membership lapses the member number shall also lapse and shall not be issued to new members.
- (c) Geographic regions shall be determined by council from time to time.

The current regions are:

- South Australia/Western Australia/ Northern Territory
- New South Wales/Queensland/Australian Capital Territory
- Northern Victoria (being that geographic region north of the Great Dividing Range).
- Southern Victoria (being that geographic region south of the Great Dividing Range) / Tasmania

## 9. HERD NAME AND PREFIX

- (a) Before a member may enter an animal in the Herdbook he must have a Herd Name and Herd Prefix accepted by Council.
- (b) A herd of Pinzgauer cattle shall be named using a maximum of 25 letters and/or spaces.
- (c) A herd name, subject to the approval of Council, may be any suitable name or combination of letters for the sole and exclusive use of that herd.
- (d) The purchaser of a Pinzgauer herd shall have no right to the previous Owners Herd Name, except with the written consent of the previous Owner.

10. **ANIMAL NAMES**

- (a) Individual animals shall be given a unique name of not more than 25 characters, number or spaces.
- (b) An animals tattoo may be used as part of its name.
- (c) Animal names shall be prohibited from registration where they are already in use, in which case the Official Registrar will require the breeder to supply alternate names.
- (d) Names of imported animals shall be the same as shown on the Registration Certificate from the country of origin until such time as a request for change of name is applied for.
- (e) An unnamed animal may be named upon written application to the Association, provided that the previous Registration Certificate is returned to the Official Registrar and proper fees paid.

11. **TATTOO IDENTIFICATION**

- (a) An animal must be tattooed to be eligible for registration.
- (b) An animal may be tattooed in either one or both ears.
- (c) A tattoo shall consecutively consist of up to 8 digits as follows:

FIRST LINE

- Herd Prefix e.g. JUB followed by,
- Grade of animal e.g. 2 (for F2), followed by,

SECOND LINE

- International Year Letter e.g. L (for 1991) followed by,
- ID number e.g. 823

e.g. \_\_\_\_\_ or \_\_\_\_\_

- (d) An animals ID number shall consist of up to three (3) digits, e.g. 76 (excluding leading zero) for 076.
- (e) No 2 (two) animal regardless of sex shall be tattooed with the same ID number.
- (f) The year letter shall denote the calendar year of birth. The letters I, Q and O shall not be used as designating year letters.

K - 1990, L - 1991, M - 1992, N - 1993, P - 1994, R - 1995, S - 1996,  
T - 1997. U - 1998. V – 1999.

- (g) In the event of a mistake being made in tattooing, an “X” shall be placed at the end of the offending tattoo line, and the correct part of the tattoo shall be applied above or below the mistake, and the Official Registrar notified of the correction.
- (h) No symbols may be used in a tattoo.

12. **TRANSFERS**

- (a) Every change of ownership of a registered animal must be recorded as a transfer with the Association on the appropriate form.
- (b) Every application for transfer shall be taken as a guarantee by the owner that the animal is as represented and that all matters stated are true and correct to the best of the owners knowledge.
- (c) Before completing any transfer, it will be the duty of both the seller and purchaser to physically examine the tattoo or any other identification in order to establish the correct identity of the animal before it si delivered or consigned to the purchaser.
- (d) If a tattoo cannot be clearly read, or an error has been made on the Registration Certificate, then this must be reported by the seller to the Official Registrar forthwith for direction.

- (e) A transfer by a member of the Association in favour of his spouse and/or one or more of his children by name or by a Firm or Company, as sole Transferree(s), and comprising all animals of which he is registered as the Owner in the Herdbook, may be approved by the Official Registrar. It may be recorded without fee, provided that all members of such firm and all Shareholders and Directors of such Company are respectively either husband, wife, son or daughter of such member.
- (f) An application for transfer of a registered female must include whether the animal is joined or empty. If joined, the application must contain the service dates and the Herdbook number of the sire.
- (g) In an application for transfer of a registered female; with calf at foot; the calf must first be tattooed and registered before selling the animal.
- (h) A transfer of registration entered on a transfer application or Registration Certificate or on the records of the Association shall not be construed as the conveyance of legal title by the Association. The Association shall in no way be involved in nor assume liability for the purchase, sale or terms of sale of registered animals or the passage of legal title thereto.
- (i) The Official Registrar may require such additional information as he thinks fit before accepting a transfer application.

### 13. **COMPETITION**

As applied to Association sponsored, endorsed, approved or supported competitions:

- (a) It is policy of the Association to emphasise economic trait performance and to encourage entry of Pinzgauer stock in live and/or carcass performance classes and special Association-sponsored performance comparison competitions as well as exhibiting and arranging demonstrations outside judged classes, where performance details are emphasised.
- (b) Exhibitors in any competition should provide particulars of an individual animal's performance relative to its class. Such data may include progeny records of production and weaning weight; age on females; and weight gain related records on bulls. This information may be used by the adjudicator in making decisions.
- (c) The following shall also apply:
  - (i) All entries shall be for stock registered in the Herdbook and exhibitors shall be members of the Association;
  - (ii) All entries shall have legible tattoos that agree with their registration certificate;
  - (iii) Females shall be categorised at least F4 (Purebred) Pinzgauers and bulls as Purebreds as the minimum requirements for showing;
  - (iv) Bulls shall be Purebred or Fullblood and have passed Bull Soundness Examination for breeding performed by a licensed Veterinarian;
  - (v) No horns.

### 14. **SALES**

With reference to Association sponsored, endorsed, approved or supported sales:

- (a) All entered live animals, semen or ova, shall have their details checked by the Official Registrar immediately following the closure of entries for the Sale and before the Catalogue is printed to ensure all entries are in order;
- (b) Each female shall have a veterinarians Pregnancy Test Certificate available on the day of the sale indicating each animals pregnancy status;
- (c) No horns;
- (d) Council may approve, adopt and/or prescribe standard conditions of sale, as applicable to the animals registered in the Herdbook and may prescribe the extent, if any, to which any such conditions shall apply to such sales.

### 15. **ARTIFICIAL INSEMINATION**

- (a) Bulls imported as semen shall be registered as AI Sires, provided no evidence of genetic abnormalities nor aberrations are known of its progeny; and the bull is eligible to be registered in the Herdbook.

- (b) Where a bull is used for artificial insemination and it or its progeny show consistent genetic defects, the Official Registrar has the right to debar him and his progeny from registration and to deregister progeny and remove such bull from the Register of AI Sires.
- (c) Owners of registered Pinzgauer bulls desiring to market semen that is intended for the production of registered calves are required to:

- (i) Receive Council approval;
  - (ii) Notify the Association in writing of the intention to use the bull as an A.I. sire;
  - (iii) Place the bull in a licensed A.I. Centre for the collection in Australia or overseas in compliance with Australian veterinary health standards;
  - (iv) Pay the Association any registration fee in force from time to time;
- (d) The Official Registrar shall not register more than four (4) owners of any one sire.
- (i) Leasing of bulls shall be permitted for natural service only and not for the custom collection of semen.

**16. EMBRYO TRANSFER**

- (a) Progeny gained by "Embryo Transfer" are entitled to be registered in the Herdbook in the normal way pursuant to clause 4 and 7.
- (b) Recipient cows must be clearly identified.

**17. ARTIFICIAL BREEDING CENTRES AND TECHNICIANS**

All Artificial Breeding Centres approved and/or licensed by the particular Government of the Country or State wherein the Artificial Breeding Centre is situated to collect, store and package semen and/or ova and embryos are approved by Council. Storage and/or offer for sale of genetic material from an approved Artificial Breeding Centre shall be taken to imply a clean and clear health status according to Commonwealth and State health laws.

**18. ERRORS AND IRREGULARITIES**

- (a) In no case shall an error or irregularity of any nature be adjusted or corrected in the Pinzgauer Registry or on a Registration Certificate without the Councils or Official Registrars permission respectively.
- (b) The onus shall rest with the Owner to establish the accuracy of any breeding record that is challenged as to its validity.
- (c) Notwithstanding anything herein contained, the Association assumes no responsibility, financial or otherwise, for any loss or damage that may be sustained to any individual, partnership, firm, corporation or institution by reason of any suspension, cancellation or correction of any registration, recordation, transfer or other documents or by reason of the suspension or expulsion of any member of the Association or by reason of the rejection of an application for membership or rejection of an application for registration of an animal.

**19. FEES**

- (a) Registration and other fees, whereby dates when received are to be recorded for determining fees, shall be based on the date of postmarking to indicate the date mailed by the applicant. Transfer and lease fees are based on the date of sale or lease.
- (b) The Council shall determine fees for registration, recording and transfer of animal information and for membership of the Association from time to time, but in all cases fees shall be reviewed at least annually.
- (c) No applications shall be processed until each fee is paid in full.
- (d) The Council shall in addition to membership and other fees be at liberty from time to time to levy members such amount as the Council shall determine and to apply the levies received towards promotion of and publicity for the breed.
- (e) The Schedule of fees are set out as follows:

(i) MEMBERSHIP (pro rata pursuant to the Articles of the Association.)  
FEES

	<u>Entrance</u>	<u>Annual*</u>
Full Member	\$55.00	\$165.00
Associate Member	Nil	\$22.00
Junior Member	\$11.00	\$11.00
Foundation Member **	\$1100.00	Nil
Honorary Life Member	Nil	Nil
Affiliate Member	Nil	Nil

\* Late penalty of 25% of current subscription rate applies.

\*\* Inclusive of Herd Name and Prefix registration fees.

(ii) ANIMAL REGISTRATION - applies whether born in Australia or imported, whereby the animal is not already registered in the Herdbook. Animals of any age shall be taken to be less than 6 months old for determination of registration fees if the application for registration is received before 31 December 1991.

Female Registration and (Male Registration for Males born on or before 30 June 1994)

	<u>12 mths</u>	<u>12-18 mths</u>	<u>Over 18 mths</u>
F1	\$11.00	\$22.00	\$66.00
F2	\$11.00	\$22.00	\$66.00
F3	\$16.50	\$33.00	\$99.00
Purebred	\$33.00	\$66.00	\$198.00
Fullblood	\$33.00	\$66.00	\$198.00

Male Registration for Males born on or after 1 July 1994

	<u>12 mths</u>	<u>12-18 mths</u>	<u>Over 18 mths</u>
Purebred	\$33.00	\$66.00	\$198.00
Fullblood	\$33.00	\$66.00	\$198.00

(iii) TRANSFERS

	Full/Purebred	Appendix
Transfers per animal (within 90 days of change of ownership)	\$27.50	\$11.00
Transfers per animal (over 90 days and within 180 days of disposal)	\$55.00	\$33.00
Transfers per animal (Later than 180 days from disposal)	\$220.00	\$165.00
Transfers per animal (from other recognised Herdbook)	*	*

\* treated as new registration using 0 - 6 months fee schedule pursuant to subclause 19 (d) (ii)

Transfer of frozen embryo (within 90 days)	\$11.00
to 180 days)	\$33.00
(more than 180 days)	\$165.00
Transfer of PTIC recipients (within 90 days)	\$27.50
to 180 days)	\$55.00
(more than 180 days)	\$220.00

(iv) ADDITIONAL SERVICES

• Frozen Embryo Registration (per embryo)	\$3.30
• Herd Name Registration	\$55.00
• Herd Prefix Registration	\$11.00
• Sire Registration	\$110.00
• Notice of Lease or Lease Termination	\$11.00 < 90 days \$110.00 >90 days
• Change of Name of Membership	\$1100
• Change of Name of Animal	\$1100
• Name an Unnamed Animal	\$1100
• Extended Pedigrees, per Generation Step	\$5.50
• Duplicate Registration Certificate	\$11.00
• Correction of Applicant Errors - per Animal Transaction	\$1100
• Calf Registration Royalty, AI certificate of service \$1.10 each minimum order 20	\$22.00
• Service certificate forms for natural or AI matings \$0.55 each, minimum order 10	\$5.50