

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 four calendar months 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.

17.1.3 there has been no exchange of money, or payment in kind or any type, between the seller and buyer other than those set out in Bye-Laws 16.20 and 16.21.

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 2 calendar months from sale date of the year of sale, the buyer shall then:

17.4.1 Notify the seller and the Society 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 suitable breeding company recognised as a specialist in sheep breeding. 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 and the Society.

17.5 The seller shall be entitled to:

17.5.1 Have the ram left in a suitable testing centre for such period of time which allows for a fair trial, which may include more than one test, to be carried out by the same or a different veterinary surgeon attached to a breeding company authorised by the Society recognised as a specialist in sheep breeding who shall issue a Soundness for Breeding report 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 and the Society a copy of this second Report: or

17.5.2 Where the guidance and clauses of the Export Health Certificate (EHC 8220), or any other relevant Government directives, guidelines or legislation, permit, arrange to take possession of the ram or ram lamb for up to two calendar months from the date of the duly completed Soundness for Breeding Report provided by the Buyer to determine whether or not the animal is capable of natural and effective service. If the ram or ram lamb makes at least one ewe pregnant during the Male Guarantee Period the buyer will lodge a copy of any scanning report with the seller and the Society. If the buyer disputes this report the matter will be referred to the Disputes and Disciplinary Committee. The Society reserves the right to extend these periods to facilitate scanning of ewes to determine pregnancy and/or taking samples to carry out parentage tests. Any fees or charges in relation to parentage tests will be paid by the buyer. It should be noted that where the guidance and clauses of the Export Health Certificate (EHC 8220), or any other relevant Government directives, guidelines or legislation, do not permit, only Bye Law 17.5.1 will apply.

17.6 The decision of the Disputes and Disciplinary Committee shall be final and binding on all parties to the dispute and Council has the power to ensure that the Committee's decision is implemented.

17.7 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.

17.8 If the ram is deemed incapable of natural and effective service during 4 calendar months from date of purchase, the buyer may by 30th November 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 unless where the guidance and clauses of the Export Health Certificate (EHC 8220), or any other relevant Government directives, guidelines or legislation, do not permit the return of the animal to the seller. In this eventually the ram is to be sent to slaughter by the buyer with any financial payment offset against the whole of the purchase price.

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

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

17.11 The seller and the buyer may vary the provisions of clauses 17.4, 17.5, 17.8, 17.9 and/or 17.10 if but only if and insofar as the variation is set out in writing and signed by each of the parties and a copy sent to the Society.

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

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

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