



**Unit 18 Brewery Business Park
Dundalk Co Louth Ireland.
Tel: 353 1 5310365
www.irishharnessracing.com**

Rules of Procedure the “Irish Standardbred Trotter & Pacer Stud Books”

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Annex 1:

Breeding Incentives 2021 - 2025

1 Membership, Fees & Rights:

- (a) The Studbook may decline to accept and/or approve a membership application or membership renewal from any individual except if the basis for the refusal is membership in a protected category (sex, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age, or sexual orientation).
- (b) Membership in the Studbook, and status as a member in good standing, are required to maintain the approved Stallion and/or approved Mare status of any stallion and/or mare owned by the member. Membership in the Studbook, and status as a member in good standing, are required to register any progeny.
- (c) Membership is paid yearly on a calendar basis and fees are set annually at the AGM.

- (d) Each member in good standing is entitled to nominate himself/herself to serve on the Breeding Committee of the IHRA subject to approval of the Board of Directors.
- (e) Breeders have the right to participate in a breeding programme provided that their animals are kept on holdings within the geographical territory.
- (f) To have their purebred animals entered into the main section of the breeding book, to participate in performance testing and genetic valuation.
- (g) To be provided a zootechnical certificate

2 Membership Obligations:

- (a) To allow the Studbook to collect, store, analyse, publish, and disseminate data pertaining to horses they bred and/or own that are registered by or have been entered into the Studbook, except as limited elsewhere in the Rules.
- (b) To waive their right to have their name and other details removed from the Studbook's database as such a request would compromise the Studbook's ability to comply with and fulfil its obligations under EU and National zootechnical law.
- (c) To refrain from any actions that bring into disrepute the reputation of the Studbook, its officials, its members, and/or its horses. Individuals who violate this obligation are subject to having their membership terminated, and their horses' approvals rescinded, upon a unanimous vote by the Board of Directors

3 Rights of Studbook

The Studbook has the right under zootechnical legislation to exclude breeders from participating in breeding programmes where those breeders fail to comply with the rules of the Studbook or the obligations of breeders in these Rules and/or zootechnical legislation.

The Studbook shall have the right to define and carry out their breeding programme approved in accordance with Article 8(3) and, where applicable, Article 12, autonomously, provided that the Studbook complies with REGULATION (EU) 2016/1012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2016 and any conditions of approval.

The Studbook 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 Studbook, in the process of carrying out the breeding programme in accordance with rules of procedure referred to in point B (1) (b) of Part 1 of Annex 1.

The Studbook uses alternative dispute resolution procedures such as referring the parties to arbitration or mediation. Costs of arbitration or mediation are to be paid by the breeders.

4 Dispute Resolution for Studbook/Registration matters.

The objective of this procedure is to provide an owner/keeper, who has a grievance with the Irish Harness Racing Association with regard to a studbook/registration matter, an opportunity to have the grievance examined and resolved at the earliest practical time and at the most local level possible.

In this Rule: “Director” shall mean the Director of Breeding and Programmes of the IHRA.

“Owner/Keeper” shall mean the person or persons (if any) accepted by the IHRA as having the full property interest at all relevant times in the whole of the horse the subject to the stud book/registration matter.

“Stud Book/Registration matter” and “studbook registration/business” shall not include any matter or business which in the opinion of the Director (which opinion shall be binding upon the owner) was dealt with or could have been appropriately dealt with by appeal in due time.

While the matter is being considered under the Appeals Procedures, the operation of the IHRA cannot be interrupted. The owner raising the matter shall continue to comply with the rules of the IHRA 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 transactions with the IHRA be prejudiced in any way in relation to the matter being processed.

The procedure to apply shall be as follows:-

Stage 1

An owner/keeper who feels aggrieved in relation to any matter pertaining to studbook/registration business may, in the first instance, write to the Director, making it clear that Stage 1 of the Appeals Procedures is being invoked and outlining the details of the grievance in full and enclosing the fee of €100. The owner/keeper shall in addition furnish such further information and documentation as may be requested by the Director. The Director will reply as soon as is reasonably practicable, but in any case within 30 days from receipt of the letter (or as appropriate from the receipt of such information or documentation requested) from the appellant.

Stage 2

If the grievance is not resolved at Stage 1, or a reply is not forthcoming from the Director within the relevant 30 day period, the owner/keeper may request to make an oral presentation to a panel appointed by Horse Sport Ireland for the purpose of conducting an enquiry. The owner/keeper shall furnish such information and respond to such queries as the panel may require. The panel will consider the matter and communicate its decision to the owner within 30 days of the hearing.

Stage 3

If the owner/keeper is unhappy with the outcome of Stage 2 the matter subject to prior written consent of and upon such terms as may be agreed by both the owner and Horse Sport Ireland may be referred to arbitration by an Arbitrator to be agreed by the parties or in default of agreement to be appointed on the application or either party by the President for the time being of the Law Society of Ireland and such arbitration shall be held pursuant to the Arbitration Act 2010 or any statutory modification or re-enactment thereof for the time being in force. The award of the Arbitrator shall be final and binding upon the parties. Unless agreed to the contrary in writing by both parties the Tribunal shall consist of one Arbitrator; the location of the arbitration shall be in Dublin, the language of the arbitration shall be English and the governing law of the arbitration shall be the substantive law of Ireland.

(5) Non-discrimination

Irish Harness Racing Association shall operate in a non-discriminatory fashion in all studbook/registration matters.

The Studbook does not discriminate against any individual on the basis of sex, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age, or sexual orientation.

(6) Data Protection & Privacy

- (a) The Studbook collects, stores, analyses, publishes, and disseminates data on foals registered by, and other horses entered into, the Studbook.
- (b) The Studbook collects, stores, analyses, publishes, and disseminates data on owners and breeders of foals registered by, and other horses entered into, the Studbook.

- (c) The Studbook shares data about Members and their horses with the Department and its Central Equine Database to the extent required by legislation.

(7) Member Data Protection & Privacy

Under EU and National law Members have the following rights with respect to data protection and privacy:

- (a) Right to have your details used in line with data protection regulations.
- (b) Right to information about your personal details.
- (c) Right to access your personal details
- (d) Right to know if your personal details are being held;
- (e) Right to change or remove your details.
- (f) Right to prevent use of your personal details, except as required by European and Irish legislation.
- (g) Right to remove your details from a direct marketing list.
- (h) Right to object.
- (i) Right to freedom from automated decision making.
- (j) Right to refuse direct marketing calls or mail.

(8) Member Obligations:

Members are required to share pertinent data about their horses with the Studbook, to allow the Studbook to store, analyse, and publish the data and to share data with the Department as required by EU and National legislation, and also with national and international governing bodies for sport.

(9) Breeders Information

The IHRA strives to provide breeders with the maximum amount of information and resources to make the best possible breeding decisions for their own mare herd. The IHRA will publish a number of publications for breeders which are provided free of charge to its members which include a Stallion Book, Foal Book and training seminars on welfare and breeding.

The stallion book is published every year and is a vital source of information on available Approved/Class A stallions. Information relating to pedigree, merits, performance and progeny performance competitions are published for each stallion. Stallion pictures are provided where available.

The foal book is published annually and provides breeders with information on all foals registered in both IHRA Studbooks within a given year.

Annex 1.

IHRA Breeding Incentives 2020 - 2024

1. Breeder's Premium:

This is a premium for breeders based on the prizemoney won by Irish bred Trotteur Francais (TF IRE) foals in all races from 1st place to 5th place. The breeder will be paid this premium on a monthly basis.

Breeder's Premium		
Season	Rate	Result
2020	5%	1st -5th
2021-2024	7.50%	1st -5th

2. Live Foal Bonus:

This entitlement allows all breeders of Irish TF foals to claim the live foal bonus, thirty days after the foal has been born. The table below shows the value of this bonus for the next 4 years.

Live Foal Bonus	
Season	Amount (€)
2020	100
2021	150
2022	200
2023	250
2024	300

3. Racing Mare to Broodmare Scheme:

This scheme is aimed at keeping the Irish Trotteur Francais mares who have raced under IHRA rules to continue their life as a broodmare. Any mare who fits these criteria and is bred, will be entitled to the following

Racing Mare to Broodmare Scheme		
Season	Year last Raced	Amount (€)
2020	2019	100
2021	2020	150
2022	2021	200
2023	2022	250
2024	2023	300

4. Irish Bred Trotteur Francais Championships:

All Irish bred Trotteur Francais progeny will be entitled to stake into the following championships. The finals of the following will be held each season in a revamped weekend, dedicated to the Irish Bred TF.

3 Year Old Trotters Championship		
Season	Championship Purse	Final's Weekend Purse (estimate)
2020	100,000	50,000
2021	110,000	55,000
2022	110,000	55,000
2023	110,000	55,000
2024	120,000	60,000

5. Annual Standardbred Sales:

The HRA plan to host an annual October Standardbred sale beginning in 2020 for foals, yearlings, 2 & 3year olds, Broodmares, Stallions and aged racehorses to boost the breeding industry.