**DAERA Conditions**

**for the**

**Operation of a**

**Mixed-Herd**

**Contract House**

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**What is a Mixed-herd Contract House?**

This is an establishment where one farmer pays another to house and look after (feed and manage) his/her cattle particularly over the winter period. They are often used to feed store cattle/cows or finishing animals to slaughter. These establishments have colloquial labels such as bed and breakfasts (B&B) or feedlots. They have become a feature of agriculture in Northern Ireland.

When cattle from more than one herd of origin are moved to over-wintering premises, these premises should be registered as a Mixed-herd Contract House.  The cattle will be listed on NIFAIS under the Mixed-herd Contract Househerd number, and must be listed in the herd register maintained by the Contract House keeper.

**When are premises NOT a Mixed-herd Contract House?**

If you rent a cattle house and your cattle are the only ones to be put into that house, with you retaining management of those cattle, then it can be treated as if the house is an outfarm of yours and it won’t be necessary for that house to be designated as a “Mixed-herd Contract House” or for movements to be notified. Your local DVO should be informed that you have cattle at that location in the event of a disease investigation, just as if you had cattle on conacre or rented land.

**What has changed?**

The Mixed-herd Contract Housing arrangements have been introduced to set up formal herd register arrangements for premises that are used to house cattle belonging to two or more owners, with the cattle movement into that house being recorded on NIFAIS via movement licences. They were introduced to help farmers to comply with existing legal requirements.

The requirement for DAERA to be notified of the movement of cattle to another holding and the move recorded on NIFAIS, has existed for some time. This is essential to maintain traceability. However, some moves to other holdings for the winter have not been notified. The new aspects that have been introduced are summarised on the next page. The existing legal requirements which all herd keepers must comply with are summarised in Annex A.

**NEW ARRANGEMENTS – MIXED-HERD CONTRACT HOUSING**

**1. Registration**

All operators of a Mixed-herd Contract House must register the premises with DAERA. An approval will be issued but an initial inspection visit will not be needed. Occasional spot checkswill be carried out. Registrations are valid for 1 year and a new herd number will be allocated. Owners of a Mixed-herd Contract House must complete the application form at Annex B.

**2. Movement from the Herd of Origin to the Mixed-herd Contract House**

An MC2L movement licence issued by the local Divisional Veterinary Office (DVO) must be used for all movements into a Mixed-herd Contract House. The keeper of the herd of origin (seller) must obtain 3 copies of the MC2L. He must retain one copy and two must travel with the animal to the Mixed-herd Contract House.

The new keeper must apply stickers to both MC2Ls, return one MC2L to the local DVO Office and retain one copy for his own records. Warning Letters will be issued should any moves take place to a Mixed-herd Contract House on a self-written MC2. Repeat instances may result in withdrawal of the approval.

**NB.** Cattle may be moved out of the Mixed-herd Contract House to any destination, including to a livestock market provided the Mixed-herd Contract House, and the animal itself, is not under movement restriction.

**Annex A**

**Existing requirements for the operation of OVER-WINTERING PREMISES**

**Legislation**

The following legislation has existed for some time and must be followed in the operation of over-wintering premises.

* The Diseases of Animals (Northern Ireland) Order 1981
* Regulation (EU) 2016/429
* Cattle Identification (Enforcement) Regulations (Northern Ireland) 1998
* Cattle Identification (Notification of Births, Deaths and Movements) Regulations (Northern Ireland) 1999
* Disease Control (Standstill) Order (Northern Ireland) 2013

This legislation places responsibility on the keeper to notify DAERA when cattle move to another holding (i.e. over-wintering premises which are not an outfarm of the holding of origin). The person receiving the cattle is regarded as the official keeper.

**Keeper’s responsibility**

The keeper is responsible for the feeding and day-to-day management of cattle and for complying with the requirements outlined below. These are required by legislation and would apply whether or not the premises is registered as a contract house.

When cattle have moved to a contract house, the new keeper is responsible for the notification of births, deaths and movements and ordering of any necessary replacement ear tags.

The keeper of the Mixed-herd Contract House will have full responsibility for the cattle and must ensure: -

(1) **All cattle are identified** in the contract house in accordance with identification, registration and movement legislation. All cattle moving onto the holding must be properly identified and accompanied by a licence MC2L.

(2)  **All births, deaths and movements** to and from the Mixed-herd Contract House are reported to DAERA:

1. (i) Births – The keeper must notify DAERA of all births in the Mixed-herd Contract House within 27 days of birth. This can be done using DAERA Online Services, via the Telephony Project – Tel. 0300 200 7855, or by sending in a completed MC1document to the local DAERA Direct Office. These calves will be registered under the Mixed-herd Contract House number and not the herd of origin. The ordering of new and replacement tags is the responsibility of the Mixed-herd Contract House keeper.
2. (ii) Deaths – The keeper must notify DAERA of all deaths in the Mixed-herd Contract House within 7 days. This can be done using DAERA Online Services, via the Telephony Project – Tel. 0300 200 7855, or by sending in a completed MC1 document to the local to the local DAERA Direct Office. The keeper is responsible for the disposal of fallen stock.

(iii) Movements – Movements into the Mixed-herd Contract House must be made using a licence (MC2L), which can be obtained from the local DAERA Direct Office. Cattle may be moved out of a contract house using an MC2 document (self-written movement document). Cattle may be moved out of a Mixed-herd Contract House to any destination, provided the Mixed-herd Contract House is not under restriction. The keeper of the Mixed-herd Contract House must retain copies of all movement licences/documents. The importance of proper movement notification and record keeping is paramount in the event of a disease outbreak where prompt tracing of all potentially exposed infected animals is essential.

(3) **Herd Register**

It is currently a legal requirement that all cattle keepers maintain a herd register. This also applies to keepers of a herd in a Mixed-herd Contract House.

A separate Herd Register will be specifically allocated to each Mixed-herd Contract House. The keeper of animals in the Mixed-herd Contract House will be responsible for recording movements, births and deaths in accordance with the Cattle Identification (Enforcement) Regulations (N. Ireland) 1998. All movements to and from the herd of origin to the Mixed-herd Contract House must also be recorded in the herd register of the farm of origin.

**Movement restrictions**

Movements from the Herd of Origin to the Mixed-herd Contract House will not be permitted if the herd of origin is under restriction. This herd restriction includes

1. (i) Disease reasons eg Tuberculosis and Brucellosis.
2. (ii) Licensing Notification and Registration (LNR) reasons – eg IRM1 restrictions.

Movements of an individual animal from the herd of origin will not be permitted if it is under an individual animal restriction for:

1. Disease reasons eg Brucellosis or Tuberculosis
2. Licensing Notification Regulation (LNR) reasons i.e. if animals have any of the following statuses e.g. IDQ, DOBQ, NNO, BHR, UNCOR.

Animals should not return to their original herd if the Mixed-herd Contract House is restricted. However under extreme animal welfare conditions the local Divisional Veterinary Office may authorise movement under licence MC2L.

**NB:** Movement back to the original herd will result in restriction of that herd for the appropriate length of time. A local Divisional Veterinary Office disease risk assessment will have to balance the risk of returning the animals to the herd of origin against the impractical prospect of animals being housed over the summer period or the Mixed-herd Contract House keeper to provide grazing for them.

**Standstill**

Standstill now only applies to individual animals which are being moved to a market having been in a market during the previous 6 days. Under the current legislation animals may not return to a market within 6 days of leaving a market. Consequently standstill should not now affect the movement of animals to or from a Mixed-herd Contract House.

**Associated herds**

The Mixed-herd Contract House should ideally be considered as a standalone premises for disease control purposes. If a Mixed-herd Contract House is located on an existing cattle holding, and the animals from the two herds share sheds, pens, feeding systems, personnel, air space, crushes or machinery, they will be considered by DAERA to form part of the same unit for disease control purposes. Where separation is not possible the two herds will be associated on NIFAIS. This means that any movement restriction applied to one herd number will apply to all associated herd numbers.  It is also important that associated herd numbers are tested for disease on, or close to, the same day.   Whether to associate will be dependent on local knowledge and will be decided by the local Divisional Veterinary Office.

If cattle are sent from a herd to a registered Mixed-herd Contract House, that herd will not normally be associated with the contract house or any other herd that also send cattle.  They will be treated in the same way as normal cattle movements i.e. the cattle will be considered to have left the herd of origin and normally no further connection in disease terms will exist. (Following a disease outbreak the usual investigations and rules will apply).

Outside the Mixed-herd Contract Housing arrangements i.e. where someone takes a shed for over-wintering and it is considered an outfarm of his own holding, the normal association of herds rules will apply i.e. the herds may be associated if adequate separation is not achieved.

**Tuberculosis and Brucellosis**

All overdue herd tests must be completed and clear before animals can move to a Mixed-herd Contract House. It is preferable for keepers not to include pregnant cattle close to term in a Mixed-herd Contract House. If this is unavoidable the keeper of the herd of origin is advised to seek out over-wintering facilities where they will be a sole occupier.

Cattle in a Mixed-herd Contract House may be subject to a TB herd test. Animals cannot normally return to their herd of origin if the Mixed-herd Contract House is restricted. See above for further information on movement restrictions.

**Farm Quality Assurance Scheme (FQAS)**

Owners of cattle, who are farm quality assured, should satisfy themselves that the Mixed-herd Contract House they intend to use also has FQAS Status. Otherwise the cattle will lose their FQAS status, which will only be regained if the cattle are resident for 90 days on a holding registered under FQAS. The 90 day residency period can be a cumulative total on more than one FQAS farm and this would also apply to a Mixed-herd Contract House facility provided it also is registered under FQAS.

Herd owners who are registered under FQAS and have a Mixed-herd Contract House will need to inform the Livestock and Meat Commission so that FQAS status can be applied to their Mixed-herd Contract House. This is essential as Farm Quality Assured status of cattle will be verified at point of sale/slaughter on NIFAIS.

**Biosecurity**

Where possible, cattle from one farm should be kept separate from cattle from other farms so as to minimise the risk of disease transmission.

Cleansing and disinfection and general hygiene in the Mixed-herd Contract House should be of the highest possible standards.

Isolation Facilities for sick or injured animals and animals which become subject to individual animal disease restrictions should be available in the Mixed-herd Contract House.

**Enforcement**

Cattle discovered to be on another holding (eg during a disease investigation/testing) where the keeper has not notified DAERA of the movement, may result in penalty status being applied to the animal.

**Cross-Compliance**

For Cross-Compliance purposes it will be the official keeper of the cattle who will be held responsible for any Cross-Compliance breaches including cattle identification, disease notification and animal welfare breaches identified.

**LFA stocking density**

If cattle are moved to a Mixed-herd Contract House they still count towards the minimum stocking density for Less Favoured Area (LFA) payment in the herd they have left i.e. the owners herd.

**Annex B**

**APPLICATION FOR A MIXED-HERD CONTRACT HOUSING NUMBER Form AppCH**

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| **Name and address of owner of Contract House** | **Herd number (if applicable)** |
| **Business ID (if applicable)** |
| **Address of premises** | |
| **Name and address of keeper (i.e. person responsible for animals in contract house)** | **Name of Veterinary Surgeon** |
| **Number of animals it is possible to accommodate** | **Type of animals which you propose to accommodate (e.g. store cattle, suckler cows etc)** |
| **Herd numbers and business IDs of herd keepers providing cattle to the contract house** | |
| **Shared management of any other herd (give details)** | |
| **Shared equipment or facilities with any other herd** | |
| **Are isolation facilities present? If yes, for how many animals?** | |
| **Signature of owner Date .** | |
| **Signature of keeper Date .**  I have read the conditions for operating a Contract House and agree to abide by these and the legislative requirements, and recognise that any failure to do so may result in withdrawal of the approval of the Contract House and/or prosecution. | |

**Please fully complete form and return to your local Divisional Veterinary Office**