

# CONSTITUTION

OF THE

## PINZGAUER AND PINZ<sup>2</sup>YL CATTLE BREEDERS SOCIETY

OF

## SOUTH AFRICA

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## 1. DEFINITIONS

When used in this constitution and regulations, unless a contrary meaning is apparent from the context:

**"Act"** means the Animal Improvement Act, 1998 (Act No. 62 of 1998) and includes the regulations promulgated in terms thereof;

**"Animal"** means a bovine of the Pinzgauer or PinZ<sup>2</sup>yl breed registered or eligible for registration in the Herd Book and the words "cattle", "calf/calves", "dam/s"; "female/s", "bull/s", "male/s" and "sire/s" shall have the same meaning;

**"Association"** means the South African Stud Book and Animal Improvement Association;

**"Birth"** means the birth of a calf;

**"Birth recording"** means the procedure whereby the birth of a calf is recorded on the records of the Registering Authority;

**"Breed"** means a population of animals which produces progeny possessing a high degree of genetic stability as evidenced by identifiable uniformity in breed standards and performance;

**"Breeder"** means the owner of -

- (a) the dam at the date of birth of an animal ;
- (b) an animal at the date of application for registration in the Herd Book; or
- (c) a breeding female animal at the time of natural or artificial conception;

**"Breed Standards"** means a written set of phenotypic or genotypic standards of excellence determined and applied in terms of the constitution of the society

**"Buyer"** means the person or persons to whom ownership/joint ownership of an animal is transferred by the seller of such animal;

**"Calf Book"** means the South African Pinzgauer Calf Book and the PinZ<sup>2</sup>yl Calf Book in which shall be registered by the Association, the details of all calves born to the breed;

**"Centre"** means premises registered in terms of the Act for the collection, evaluation, processing, packing, labelling, storing and sale of semen, embryos or ova;

**"Constitution"** means the constitution (inclusive of the regulations) of the Society;

**"Council"** means the Council of the Society duly elected in terms of the Constitution;

**"Department"** means the Department of Agriculture in the National government;

**"Embryo"** means a fertilised ovum of an animal;

**"Embryo transfer"** means the act of implanting an ovum or embryo in a female animal;

**"Genetic material"** means ova, embryos, semen and any other material originating from an animal through which the hereditary factors of such animal can be transferred;

**"Herd Book"** means the South African Pinzgauer Herd Book and the PinZ<sup>2</sup>yl Herd Book in which shall be registered by the Association, the details of all animals;

**"Identifying"** means the physical permanent marking of an animal for the sole purpose of identification by means of either branding, tattooing, RFID implant or a combination thereof

**"Inspector/s"** means a person/s appointed by Council for the purposes referred to in Clauses 8.6 (i) and (j);

**"Minister"** means the Minister responsible for Agriculture;

**"Ovum"** means the ovum of an animal and includes an embryo;

**"Owner"** means the person who

- according to the records of the Association, possesses the animal concerned; or
- submits proof to the satisfaction of the Council that the animal concerned is eligible to be so registered, in his name;

**"Posted"** means written communication by means of posted letter, fax or e-mail;

**"Registering"** refers to the procedure of registering an animal in the Herd Book or by which a prefix or herd designation mark is placed on the records of the Association;

**"Registering Authority"** means the Authority (currently the Association), with which the Society registers all animals;

**"Registrar"** means the officer designated as Registrar of Animal Improvement in terms of the Act;

**"Registration System"** means the animal recording system which is the computer system used by the organization appointed by the Society to administer the Society's animal recording services.

**"Secretary"** means the secretary of the Society;

**"Seller"** means the person or persons being the owner/joint owner/s of an animal according to the records of the Association, or in the case of an imported animal, the owner in the country of origin, who disposes of such animal;

**"Semen"** means the semen of a bull;

**"Society"** means and refers to the Pinzgauer and PinZ<sup>2</sup>yl Cattle Breeders Society of South Africa;

**"South African-bred Pinzgauers or PinZ<sup>2</sup>yls"** means an animal born in, or whilst in transit to, South Africa; Provided that an animal born from an imported ovum or embryo, shall be regarded as an imported Pinzgauer or PinZ<sup>2</sup>yl; and

**"Stud Book Animal"** means an animal registered or recorded in the herd book kept by the Association (registering authority); and "stud animal", "thoroughbred animal", "registered animal" and "recorded animal" has a corresponding meaning;

Other words and phrases in this Constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in the Act.

In the Constitution, unless the contrary intention appears clearly from the context, words referring to persons in the masculine gender shall include females, and words in the singular shall include the plural, and words in the plural shall include the singular.

## 2. ABBREVIATIONS

When used in this constitution and regulations, unless a contrary meaning is apparent from the context, abbreviations shall have the following meaning:

- "AGM"** means Annual General Meeting
- "AI"** means Artificial Insemination
- "DNA"** means DeoxyriboNucleic Acid (It is the genetic material of a cell)
- "ET"** means Embryo Transfer
- "ICP"** means Inter-Calving Period or Inter-Calving Interval, which is the period between successive calves
- "RFID"** means Radio Frequency IDentification
- "RSA"** means the Republic of South Africa

Other abbreviations in this Constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in the Act.

### **3. APPLICABLE DOCUMENTS**

- 3.1. Pinzgauer and PinZ<sup>2</sup>yl Herd Book and Breed Standards; document: PGPZ-02
- 3.2. Pinzgauer and PinZ<sup>2</sup>yl Inspection of Breeding Animals; document: PGPZ-03
- 3.3. Pinzgauer and PinZ<sup>2</sup>yl Guidelines and Rules for Auctions and Private Sales; doc: PGPZ-04
- 3.4. Pinzgauer and PinZ<sup>2</sup>yl Shows and Judging of Breeding Animals; document: PGPZ-05
- 3.5. Pinzgauer and PinZ<sup>2</sup>yl Guidelines for Mentorship Programs; document: PGPZ-06
- 3.6. Schedule of Fees; document: PGPZ-07
- 3.7. Portfolios of the Council; document: PGPZ-08
- 3.8. Duties of the Secretary; document: PGPZ-09
- 3.9. Membership Application Form; document: PGPZ-10
- 3.10. Appointment of Proxy Form; document: PGPZ-11
- 3.11. Council Member Nomination Form; document: PGPZ-12

### **4. NAME OF THE SOCIETY**

The name of the Society is the Pinzgauer and PinZ<sup>2</sup>yl Cattle Breeders Society of South Africa

#### **4.1. Vision**

The Society that sets the standards for all facets of breeder recruitment, - support and - development.

#### **4.2. Mission**

Our purpose is:

- (a) Recruitment, support and retaining of Society members, our clients.
- (b) Marketing support to members and an orderly increase in Pinzgauer/PinZ<sup>2</sup>yl numbers to provide for a growing demand.
- (c) Improve the commercial and breeding value of each registered Pinzgauer/PinZ<sup>2</sup>yl in Southern Africa by building the brand.
- (d) Strive towards the continuous definition and improvement of the breed characteristics.
- (e) The maintaining of, and where required by the member breeders, the updating of the constitution of the Society.
- (f) Support to emerging cattle farmers through mentorship and study groups.

#### **4.3. Client Value Proposition**

- (a) We strive to offer the highest possible value to our clients, the existing and prospective breeders, who want to start or extend a Pinzgauer/PinZ<sup>2</sup>yl stud.

- (b) We trade our cattle in a free-market environment, price driven by supply and demand, with breeding quality and good, supportive service as the basis.
- (c) Prospective clients are informed in advance regarding the management responsibilities that stud breeding requires, as well as the realistic financial expectations for the intended enterprise.
- (d) We as breeders support and discipline each other to ensure that new clients will feel satisfied and cared for within the Society, during the initial buy- and registration transaction and over the long term as registered breeder.
- (e) We develop and maintain long term, mutually beneficial relationships with our stakeholders. (Co-breeders, government institutions, SA Studbook, sponsors, other breed societies, etc.)

## 5. OBJECTIVES

Subject to the provisions of the Act and of this Constitution, the objectives of the Society shall be:

- (a) to encourage and promote the breeding, recording, registration and the improvement of the genetic production potential of Pinzgauer and PinZ<sup>2</sup>yl animals in the RSA and internationally;
- (b) to maintain unimpaired the purity of the Pinzgauer and PinZ<sup>2</sup>yl breeds in RSA and promote the interests of both breeds by all possible and available means;
- (c) to encourage the collection, preservation and development of the breeds by sound selection in accordance with the accepted description of Pinzgauer and PinZ<sup>2</sup>yl and to eliminate contamination by foreign breeds;
- (d) to compile and maintain breed standards and breeding objectives for the Pinzgauer and PinZ<sup>2</sup>yl Breeds (refer to Clause 3.1 ), based on performance testing records and visual appraisal for genetic defects and conformation in as far as it is related to functional efficiency. For this purpose all performance data shall be made available to the Council, Inspectors and appointed subcommittee/s;
- (e) to compile, keep and maintain accurate records of the pedigrees and particulars of all animals duly registered in the Herd Books of the Society;
- (f) to promote the marketing of Pinzgauer and PinZ<sup>2</sup>yl cattle in South Africa and internationally.
- (g) to promote the competitive showing of animals at Agricultural Shows; and
- (h) to safeguard and advance the common interests of breeders in RSA, and generally to give effect to the objectives contemplated by the Act; and
- (i) to gather and distribute information regarding best breeding practises and to keep members informed regarding relevant scientific and other developments.

## 6. POWERS OF THE SOCIETY

Subject to the terms of the Constitution, the Society shall have the power and the obligation:

- (a) to carry out such functions and perform such duties as are or may be imposed upon it by virtue of its incorporation in terms of the Act and its membership of the Association; and
- (b) generally to do all such acts as a body corporate may by law perform and which the Society may deem necessary for the attainment of its objectives,



The Society, being a non-profit organisation, will not-

- (c) carry on any profit making activities; or participate in any business, profession or occupation carried on by any of its members, or provide any financial assistance, premises, continuous services, or facilities to its members for the purpose of carrying on any business, profession or occupation by them; and
- (d) have the power to carry on any business, including, *inter alia* ordinary trading operations in the commercial sense, speculative transactions, divided stripping activities as well as the letting of property on a systematic or regular basis.

## 7. MEMBERSHIP

### 7.1. Eligibility

Subject to the provisions of Clause 7.2, membership of the Society shall consist of certain categories of members.

### 7.2. Categories of Membership

#### 7.2.1. Ordinary Members

Persons who are engaged, through ownership or breed development, in the breeding of Pinzgauer/PinZ<sup>2</sup>yl cattle, shall be eligible for membership of the Society as Ordinary Members who shall enjoy all the rights and privileges of membership. An Ordinary Member will qualify to vote at any general meeting of the Society, and to be elected to the Council, after 12 months of ordinary membership of the Society or through the ownership of five head of female breeding stock (cows or heifers) registered with the Society. For the purposes of this sub-clause a company, trust, close corporation or partnership shall be deemed to be a person and, subject to Clause 7.2.1, be eligible for Ordinary Membership of the Society. Under age persons may register as Ordinary Members of the Society but will not have voting rights under law, and may be represented by a parent or guardian, to vote on his/her behalf.

Membership fees will be in accordance with Clause 3.6.

#### 7.2.2. Commercial Members

Persons who are engaged in the breeding of commercial Pinzgauer or PinZ<sup>2</sup>yl cattle shall be eligible for membership of the Society as Commercial Members who shall enjoy all the rights and privileges of membership, excluding the right to vote at any general meeting of the Society, and not being eligible for election to the Council. Membership fee will be 50% of Ordinary Membership fee (Clause 3.6).

#### 7.2.3. Supporting Members

Any person not necessarily actively engaged in the breeding or breed development of Pinzgauer/PinZ<sup>2</sup>yl cattle may apply to be a Supporting Member of the Society, upon such conditions as the Council may determine: Provided that a Supporting Member may not vote at meetings of the Society

and is not eligible for election to the Council. A reduced membership fee is applicable (Clause 3.6).

#### 7.2.4. Junior Members

Any person who is still a scholar may become a Junior Member on approval of the Council: Provided that a Junior Member may not vote at meetings of the Society, is not eligible for election to the Council, but upon payment of the scheduled fees in accordance with Clause 3.6, may partake in the other activities of the Society; and provided further that the junior member's parents or guardians countersign the application and accept full responsibility for the financial and other commitments towards the Society on behalf of such junior member.

#### 7.2.5. Honorary Life Members

For special services in the interest of the Pinzgauer and PinZ<sup>2</sup>yl breeds, a person may at an Annual General Meeting be elected an Honorary Life Member, who shall enjoy all the rights and privileges of membership, including the right to vote at any meeting of the Society, and the right to be elected to the Council: Provided that no person shall be eligible for Honorary Life Membership unless the proposal is supported by the Council.

### 7.3. Company, Trust, Close Corporation or Partnership

- (a) A company, trust, close corporation or partnership applying for Ordinary Membership shall disclose to the Society such facts as may be necessary to determine the nature of the controlling interest therein and shall then, or at any time thereafter, in addition to the requirements imposed in respect of all applications, furnish the Society with the name and address of the person appointed by it to act as its representative at meetings of the Society. Such person shall have the right to nominate an alternate in writing, which nomination shall be handed to the Secretary at least 48 hours prior to the meeting at which such alternate will be present.
- (b) All communications posted to such authorized representative referred to in Clause 7.3(a) shall be deemed to be duly served upon the company, trust, close corporation or partnership, and at all meetings at which such authorized representative is in attendance on behalf of the company, trust, close corporation or partnership, such company, trust, close corporation or partnership shall be deemed to be duly represented.
- (c) The person so appointed to represent such company, trust, close corporation or partnership shall be eligible for election to Council in terms of Clause 8.
- (d) Should such company, trust, close corporation or partnership cease to comply with the requirements of Ordinary Membership as laid down in Clause 7.2.1, its rights shall automatically be terminated, and the provisions of Clause 7.3(e) shall *mutatis mutandis* apply in respect of such company, trust, close corporation or partnership.
- (e) The liquidation of a company or close corporation and the dissolution of a trust or partnership shall automatically result in the termination of its membership of the Society.

7.4. Application for Membership

- (a) Application for Membership of the Society shall be made to the Secretary in writing in accordance with Clause 3.9 and shall be accompanied by the relevant subscription and/or entrance fees as set out in accordance with Clause 3.6.
- (b) Council may admit any applicant to membership of the Society either unconditionally or on such conditions as it may determine, or it may refuse admission to membership, without disclosing the reason for such refusal.
- (c) An applicant to whom admission to membership has been refused shall be entitled to a refund of any fees forwarded with his application for membership.

7.5. Rights and Privileges of Ordinary Members

Save for executors of deceased estates, trustees of insolvent estates and liquidators of companies or close corporations, the rights and privileges of every member of the Society shall be personal to them and shall not be transferable or transmissible either by his own act or by operation of law. These shall include the following rights:

- (a) to receive all reports and other matters published by the Society for distribution amongst members;
- (b) to apply for the registration of animals under the Society's rules;
- (c) to attend all General Meetings of the Society and in the cases indicated above, the right to vote at such meetings;
- (d) to receive expert technical advice on Pinzgauer and PinZ<sup>2</sup>yl matters from the Society's Inspectors and officials (cost of same to be defrayed by the applicant); and
- (e) to consult and use the Society's official reports.

7.6. Subscriptions and Fees

- (a) All subscriptions, fees or any other dues and commissions, in accordance with Clause 3.6, shall from time to time be determined by Council. .
- (b) The annual subscriptions and fees shall become due and payable in advance on 1<sup>st</sup> January and shall be deemed to be in arrear, if unpaid on 31<sup>st</sup> March.
- (c) Any member whose subscription is in arrear, or who is indebted to the Society in respect of any fees or dues for a period longer than 30 days after a demand has been posted by the Secretary, shall cease to enjoy any of the rights and privileges of membership until such time as such indebtedness has been paid in full.
- (d) Interest will be levied and collected on arrear accounts at a rate determined by Council from time to time.
- (e) Any member who, for any reason whatsoever, has ceased to be a member of the Society shall remain liable for all amounts due to the Society, as at the date on which his membership ceases.
- (f) Should the Council determine that an account is in arrear and should such account be handed over for collection, the member shall be liable for payment of all legal charges, collection, and attorney and client costs entailed in addition to the principal amount, fines and penalties owed by him.

#### 7.7. Resignation and Expulsion of Members

- (a) Any member may resign from the Society by giving not less than one month's written notice to the Secretary: Provided that such resignation shall not take effect before and until all moneys owed to the Society by such a member have been paid, and furthermore until such member has discharged all his obligations in respect of registrations, transfers or any other obligation he would have had to discharge as a member of the Society.
- (b) Council may expel, and/or terminate its services to any member who –
  - despite due notice and demand posted by the Secretary continues to remain in arrear in respect of such fees or dues for a further period of 60 days;
  - has acted in any manner which in the opinion of the Council is or may be prejudicial to the interests of the Society or any of its members;
  - has infringed any provision of the Constitution; or
  - has been found guilty of an offence under the Act:
- (c) No proceedings for expulsion shall be initiated against any member of the Society unless the Secretary has at least 30 days prior to the date of the Council meeting at which such expulsion is to be dealt with, posted to such member a notice of his proposed expulsion, and calling upon him, if he so wishes, to present, either personally or through his duly authorized representative, his defense at such meeting of Council.
- (d) Any member who has been expelled shall be notified by the Secretary in writing within a period of ten days from the date upon which the resolution affecting his expulsion was passed.
- (e) Upon due expulsion of a member, the Council must direct the Secretary forthwith to remove from the Herd Book and any other registers or records of the Society, the name of the member so expelled, and to apply to the Association for the cancellation of all registrations effected by it, in respect of animals bred by the expelled member and owned by him at date of his expulsion.
- (f) A person who, for whatever reason, has ceased to be a member of the Society may thereafter again be admitted to membership, upon application made in terms of Clause 7.4.

#### 7.8. Register of Members

- (a) The Society shall keep a register of all members reflecting the date of their admission to membership, their postal addresses, their e-mail addresses, contact numbers, the amounts received from them with the date of payment, and arrears, if any, which may be due. A personal file will be kept by the secretary for each member.
- (b) Every member shall communicate in writing to the Secretary any change of his postal address, and all notices posted to a member shall be considered as duly delivered to him.
- (c) The Secretary shall submit to the Association such information as it may require concerning admissions to membership, terminations of membership, postal- and e-mail addresses of members.

## 8. COUNCIL

### 8.1. Election of Council

Six members shall be elected by ballot by the members entitled to vote at the Annual General Meeting or at a Special General Meeting called for that purpose and shall hold office until the first Annual General Meeting, following a two-year term. After the two-year term, three of the six elected Council members will step down and become eligible for re-election, while the remaining three Council members will remain in office for the following two-year term, whereafter the election process of three members will repeat itself. The priority for Council Members to step down will be determined by the number of votes for the individuals during election.

Members who propose fellow Members for election to Council must have the consent of the nominated Member, and motivate the nomination as to the background, relevant experience and/or qualifications of the nominee to support and execute the duties of the Council. The Secretary must receive the nomination in writing (refer Clause 3.7 for Nomination Form) at least 14 days before the meeting. A seconder is required for each nomination.

### 8.2. Election of President and Vice-President

The President and Vice-President shall be elected from and by the newly elected Council.

### 8.3. Co-opted Council Members

In addition to the six elected members of Council, an additional two Council Members may be co-opted from Society members by Council, with full voting rights, for a one year term, which may be extended on an annual basis.

### 8.4. The Secretary

There shall be a secretary to the Society. The duties of the Secretary, as determined by the Society, is stipulated in Clause 3.6.

### 8.5. Vacancies and dismissals from the Council

- (a) Should any member of the Council die, resign, be dismissed or cease to be a member of the Society, or be called upon to fill the office of President or Vice-President as provided for in Clause 8.1, the Council may appoint another member of the Society as his substitute with full powers and for the unexpired period of his term of office. The Council shall be deemed to be duly constituted and shall continue exercising all the powers conferred upon it, notwithstanding any vacancies in its body.
- (b) In the event of the office of President or Vice-President becoming vacant before the expiration of the period for which he was elected the Council, at its first ensuing meeting by ballot or in such manner as the meeting may determine, shall for the unexpired portion of that period elect another of its members to fill the vacancy.
- (c) Members of Council absenting themselves from two consecutive meetings without satisfactory reasons, shall automatically vacate their seats.

8.6. Powers and Duties of the Council

Council shall, subject to the terms of the Constitution and subject further to the directives of the General Meetings of the Society as given from time to time, have the power to do all such things it deems necessary or advisable in the interests of the Society and for the advancement and attainment of the Society's objectives and in particular shall have the power -

- (a) to appoint, dismiss or suspend such attorneys, or other legal representatives, auditors, agents, officers or officials or other employees for permanent, temporary or special services as it may deem fit; to determine their powers and duties and to fix their remuneration and conditions of service and to require such security for the due performance of their functions as it may in particular cases deem expedient;
- (b) to institute, conduct, defend, compound or abandon any legal proceedings by or against any of its officers or officials or other employees in connection with the affairs of the Society, and to compound or allow, or ask for time for payment or satisfaction of any debts due to or any claim or demand by or against the Society;
- (c) to open one or more banking accounts in the name of the Society, and to draw, accept, endorse, make or execute any bill of exchange, promissory note, cheque or other negotiable instrument in connection with the conduct of the affairs of the Society.
- (d) to invest, or in any other manner deal with any moneys not immediately required for the purposes of the Society, upon such securities and on such terms as it may deem fit and, from time to time, change or realize any such investments: Provided that funds available for investment must be invested with registered financial institutions as defined in section 1 of the Financial Institution (Investment of Funds) act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act No 1 of 1985) and in compliance with the Financial Intelligence Centre Act (38 of 2001).
- (e) to lend or borrow money for the purposes of the Society upon security determined by it; to enter into indemnities, guarantees and surety ships and to secure payment there under in any way; to make donations; to undertake and execute any trust; to secure the payment of moneys borrowed in any manner, including the mortgaging and pledging of property, and, without detracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security;
- (f) to purchase, hire, take on lease or acquire for the purpose of the Society, buildings, land, goods, chattels and effects; to sell, mortgage, pledge, let, alienate or otherwise dispose of any movable or immovable property belonging to the Society, and to apply the consideration arising there from in such a manner as it may consider to be to the best advantage of the Society.
- (g) to manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with all, or any part, of its property and assets;

- (h) to co-opt the services of any member of the Society or other person and to appoint persons or subcommittees upon such terms and with such powers as it may from time to time deem expedient: Provided that the President and Vice-President of the Society shall be ex officio members of all subcommittees with full rights and privileges;
- (i) to facilitate and arrange the training of Inspectors for the examination of animals for the purpose of fulfilling the objectives of the Society;
- (j) to appoint or discharge Inspectors for the examination of animals submitted for registration, and for such other purposes as members of the Society may require the service of such Inspectors and to give such Inspectors instructions and powers in regard to their duties for the purpose of ensuring that the objectives of the Society are being carried out;
- (k) to order an investigation by Inspectors of the Society in any case where records are not properly kept or where any doubt should arise as to the correctness of the identity of any animal or animals, and to take such action as it may consider advisable in the interests of the Society;
- (l) to remunerate any person or persons for services rendered and to establish schemes for the provision of pensions, gratuities and other incentives for its office-bearers and employees;
- (m) to convene a general or any other meeting of the Society, either in compliance with a special request thereto made in accordance with the provisions of the Constitution or otherwise if it is deemed necessary;
- (n) to grant leave to absence to any member of Council or any official or employee of the Society, for such period and upon such terms as it may in each case determine;
- (o) to impose and exact such penalties as may be prescribed from time to time for contravention or infringement of the Constitution, rules and regulations of the Society;
- (p) from time to time, subject to the provisions of Clause 7.6, to adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary;
- (q) to pay all costs and charges in connection with the administration management of the affairs of the Society;
- (r) to receive and consider applications for membership and to accept or refuse such applications at its discretion;
- (s) to collect and receive subscriptions, fees, donations, other dues and funds and to devote same towards the objectives of the Society and towards promoting the Pinzgauer and PinZ<sup>2</sup>yl breeds;
- (t) to formulate, alter and rescind rules and regulations for conducting the business and carrying out the objectives of the Society and to propose amendments to any clause or annexure pertaining to the Constitution, as may be necessary from time to time and to investigate disputes arising from the application of the Constitution and to give decisions in regard thereto;
- (u) to organize and promote sales, either by public auction or private treaty and for such purposes to appoint auctioneers and agents;

- (v) to elect a representative/s to the Annual General Meeting of the Association and to nominate a person or persons to represent the Society on any committee, body or organization as may be necessary;
- (w) for the better and more convenient carrying on and fulfilment of the business of the Society to appoint one or more members or officials with power and authority to sign and receive documents, papers and process, and to act, sue and be sued on behalf of the Society;
- (x) to cancel membership of any person in accordance with Clause 7.7;
- (y) in accordance with Clause 7.6(c) to refuse inspection, registration and other work for members whose accounts are overdue;
- (z) generally to perform all such acts as may be necessary for the welfare of the Society and the conduct of its affairs, provided always that any action taken, or instructions given, shall not be contrary to the terms of the Constitution.

## 9. MEETINGS

### 9.1. Council Meetings

- (a) The Council shall meet at such time and place as it may from time to time determine, or as may be requested by the President: Provided that not less than two Council Meetings shall be held in each financial year.
- (b) A Special Council Meeting -
  - i. May be called by the President (or in his absence by the Vice-President) at such time and place as such officer-bearer may decide, or
  - ii. Shall be called upon a requisition signed and addressed to the Secretary, by not less than four members of the Council stating the reasons for such meeting.
- (c) Not less than 7 days prior to the holding of a Council meeting, written notice of the time, date and place of such meeting shall be posted by the Secretary to each member of the Council.
- (d) No resolution of the Council in respect of any matter shall be varied or rescinded unless the resolution varying or rescinding the same be passed at a meeting in respect of which not less than 7 days' notice specifying the intention to vary or rescind has been given to all Council members: Provided that a resolution may be varied or rescinded without such notice, if all members of the Council are present and so decide.
- (e) Copies of the Minutes of the Council meetings shall be supplied to all persons serving on the Council.
- (f) Minutes of Meeting for all Council Meetings shall be kept on record in the Office of the Society.

### 9.2. General Meetings

General Meetings shall be open for attendance by all paid-up Members of the Society.

- (a) A General Meeting of the Society to be known as the Annual General Meeting shall be held once a year at such time and place as may be determined by the Council. This Annual General Meeting shall however not



- be held later than ten months after the end of the previous Financial Year, which ends at 31 December of each year. At such Annual General Meeting,
- i. Council shall submit its annual report,
  - ii. Council shall submit a duly audited balance sheet and statement of the financial affairs of the Society as at the end of the previous financial year,
  - iii. the Meeting shall transact any other business which under this Constitution is required to be transacted at the Annual General Meeting
  - iv. the Meeting shall consider any other matter for which due notice has been given in terms of sub-clauses (b), (c) and (d).
- (b) A Special General Meeting of the Society may at any time upon 30 days written notice to members, be called -
- i. by Council; or
  - ii. by the President (or in his absence by the Vice-President);
  - iii. upon a written request signed and addressed to the Secretary, by not less than ten members of the Society, stating the business to be transacted at such meeting. Only the items listed in the request, shall be dealt with during this meeting
- (c) Not less than 60 days prior to the holding of the Annual General Meeting a preliminary notice of the time, date and place of the meeting shall be posted by the Secretary to every member. Any member intending to put forward any matter for discussion at the Annual General Meeting shall give written notice thereof to reach the Secretary not less than 40 days prior to the holding of the meeting. No subject put forward by any member shall be put on the agenda of the Annual General Meeting unless the requisite notice of motion has been given in terms of this sub-clause.
- (d) Not less than 30 days prior to the holding of any General Meeting a final notice of the time, date and place of such meeting together with the agenda of such meeting shall be posted to each member of the Society.
- (e) No resolution shall be taken at a General Meeting in respect of any matter unless notice thereof appears in the agenda sent to the members, with the notice calling the meeting, unless such meeting agrees by two thirds of the members present and entitled to vote that any matter not specifically on the agenda, shall be discussed and voted upon.
- (f) A copy of the Minutes of Meeting of all General Meetings shall be supplied to each member of the Society within 90 days.
- (g) The Minutes of all meetings shall be approved at a subsequent similar meeting and signed by the President or the person, who may chair the subsequent meeting, after a nomination and seconded from the Members of the Meeting. Any differences and/or disputes shall be recorded in the Minutes of Meeting of this subsequent meeting, for resolution. The approved Minutes of Meeting shall be proof thereof that all the proceedings were conducted properly and that all elections, appointments and resolutions adopted at the meeting are valid and binding.

9.3. Chairperson

The President or Vice-President, in this order, shall preside at all meetings and should all these office-bearers be absent from any meeting, the members present thereat shall elect another member to preside at such meeting, and any person so elected shall in relation to that meeting, have all the powers and fulfil all the duties of the President: Provided that in the event of the death of the President, the Vice-President shall act as President until the next Annual General Meeting of the Society.

9.4. Voting Procedures

All matters submitted to any meeting shall, save as is otherwise provided, be decided by the votes of the majority of those members present in person or proxy and entitled to vote and in the event of an equality of votes, the person presiding at the meeting shall have a casting vote as well as a deliberative vote. Each paid-up and eligible to vote Member of the Society can vote. Subject to the provisions of Clause 8, voting at meetings shall be by show of hands or secret ballot. Applications for proxy votes at the General Meetings or Special General Meetings must be submitted according to and in the format of Annexure B to the Constitution.

9.5. Non-receipt of Notices

No business otherwise properly and constitutionally transacted at any meeting shall be invalidated by reason only of the non-receipt by any member of the notice required to be given to such person in terms of the Constitution.

9.6. Quorums

- (a) Ten members of the Society personally present at the commencement of any General Meeting and entitled to vote shall form a quorum for such meeting. Council approved proxy votes will form part of the quorum members.
- (b) Five Members of the Council, personally present at any Council meeting and entitled to vote, shall form a quorum for such Council meeting.
- (c) If at any meeting a quorum is not present, the meeting shall stand adjourned for half an hour after which the members then present, shall form a quorum for the disposal of such business (other than any amendment to the Constitution) as the presiding member may declare to be of an urgent nature, and such adjournment for half an hour shall be without prejudice to the rights of the meeting.

**10. FINANCIAL PROVISIONS**

- (a) Council shall cause one or more banking accounts to be opened in the name of the Society and any amounts accruing to the Society, shall be deposited in such banking account or accounts as the Council may direct.
- (b) All payments from the funds of the Society shall be effected by the Secretary by means of Electronic Funds Transfer (EFT), with written authorization from the President. Provided that nothing herein contained shall prevent Council from maintaining and operating a petty cash fund, or from paying in cash such ordinary

and usual monthly accounts as do not in total exceed a sum determined by Council, and provided that the total sum necessary for the payment of such accounts is done by EFT.

- (c) Council shall cause proper books of account of income and expenditure to be kept in respect of the Society. All accounts shall be audited from time to time but not less than once every year by an auditor or auditors appointed by Council.
- (d) All the property of the Society shall be controlled by the Council and the Council shall maintain an Asset Register for the purpose of recording and managing the capital assets of the Society.
- (e) The income and property of the Society, from whatever source derived, including profits or gains, shall be applied solely to the promotion and furtherance of the objectives of the Society, and no part thereof shall be paid or transferred, directly or indirectly by way of dividend or bonus or otherwise, to any persons who at any time are or were members of the Society: Provided that nothing therein contained shall prevent the payment in good faith of remuneration to any employee or other person/s for services rendered to the Society.
- (f) The Society's financial year shall commence on 1<sup>st</sup> January of each year and end on 31<sup>st</sup> December of the same year.

#### **11. AFFILIATIONS**

The Society shall –

- (a) maintain membership to the International Pinzgauer Cattle Breeders Association
- (b) in accordance with the Act be a member of the Association and shall maintain such membership on the conditions set out in the constitution of the Association; and
- (c) may further by a majority vote of at least two-thirds of the members personally present, voting and entitled to vote at any general meeting, affiliate with or incorporate any association, society or organization having aims and objectives kindred to those of the Society.

#### **12. ELECTION OF A REPRESENTATIVE/S TO THE AGM OF THE ASSOCIATION**

Council shall appoint a representative or representatives to the Annual General Meeting of the Association in accordance with Clause 8.6(v).

#### **13. AMENDMENTS TO THE CONSTITUTION**

- (a) The Constitution may be added to or altered by a resolution approved by not less than two-thirds of the members present, and entitled to vote at a General Meeting of the Society, of which proposed addition to, alteration, variation or amendment of the Constitution, not less than 30 days' written notice has been given to each member of the Society.
- (b) No such addition to, alteration, variation or amendment of the Constitution, notwithstanding that it has been passed in the manner prescribed in Clause 13(a), shall be of any force or effect until and except it is confirmed and accepted by the Registrar, in terms of the Act, and shall comply with and be submitted to the Registrar in the manner set out in the Act.
- (c) Any amendment to the Constitution shall also be submitted to the Commissioner for the South African Revenue Service.

#### **14. OFFICE OF THE SOCIETY**

The office of the Society shall be at any centre as may be determined by Council from time to time subject to confirmation by the ensuing General Meeting of members.

#### **15. DISSOLUTION OF THE SOCIETY**

If, upon the winding up liquidation or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, such property shall not be paid to or distributed amongst the members of the Society, but shall be given or transferred to such other institution or institutions having objectives similar to those of the Society as may be determined by a majority decision of a general meeting of the Society and which is itself exempt from income tax in terms of section 10(1)(cB)(i)(ff) of the Income Tax Act.

#### **16. EMPLOYEES OF THE SOCIETY**

No employee of the Society shall, except in the performance of his duties as such an employee, render any service or be connected with any business concerned with the purchase or sale of animals.

#### **17. DELEGATION OF POWERS**

Notwithstanding anything to the contrary in the Constitution, any member may under power of attorney, duly executed and filed with the Secretary, authorize another person to sign on his behalf any birth notification, application for registration, application for transfer, certificate of transfer, certificate of service, returns or reports or any other document in connection with the administration of a Stud. Any such signature given by such authorized person shall be accepted by the Society as being valid and binding as if it had been given by the member himself: Provided that nothing herein contained shall entitle such authorized persons in any manner whatsoever to participate in the nomination of, or voting for, any member of Council, or voting on any matter where his principal has a vote, or to attend any meeting on his principal's behalf.

#### **18. AUTHENTIC VERSION OF CONSTITUTION**

This Constitution and Annexures hereto having been drawn, submitted and considered in English, the English version shall be deemed to be the authentic version.

**ANNEXURE A: REGULATIONS**

**APPLICABLE TO THE**

**PINZGAUER and PINZ<sup>2</sup>YL CATTLE BREEDERS SOCIETY**

## 1. PURPOSE

The purpose of these Regulations, is to regulate the operational activities of members (breeders) in order to protect the integrity of the breed by employing suitable practices, record keeping, breed practices and compliance aspects towards the Regulations, Constitution, the Act and other applicable legislation. These Regulations, as listed here in Annexure A, shall be applicable to the Pinzgauer and PinZ<sup>2</sup>yl Breeds.

## 2. HERD BOOK

The registration system of the Society shall consist of the Herd Book, be it computerized or in any other form, which shall be maintained and operated by the Association in terms of the Act.

### 2.1. Herd Book

Progeny of registered females mated to a registered bull shall be eligible for registration in the Herd Book: Provided that they comply with all registration requirements in terms of the Constitution and provided further that they conform to the Pinzgauer and PinZ<sup>2</sup>yl Herd Book and Breed Standards as defined in Clause 3.1.

### 2.2. Publishing of Herd Book

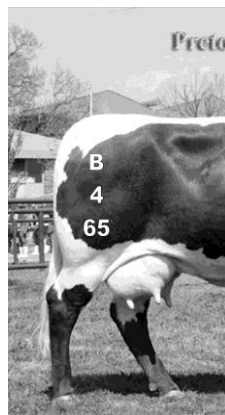
- (a) The Herd Book may when deemed necessary by Council or on request by the Society, be published by the Association on behalf of the Society.
- (b) Volumes of the Herd Book may be sold at a price calculated to cover the cost of printing and publishing thereof, as Council may determine.

## 3. PREFIX AND HERD DESIGNATION MARK

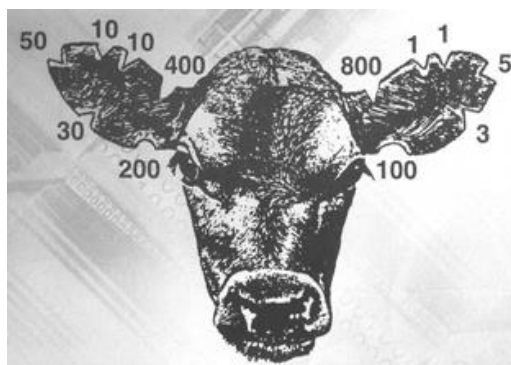
- (a) No animal shall be accepted for birth notification and registration unless the breeder has previously through the Society, registered with the Association for his exclusive use, a **prefix** (herd name) by which all animals bred by him and eligible for birth notification and registration shall be designated, and a **herd designation mark** (herd short description or initials) by which such animals shall be identified.
- (b) No prefix shall exceed 18 characters, and the name of a city, town or post office in the RSA shall not be accepted for registration as a prefix.
- (c) The herd designation mark registered with the Association for the breeder's exclusive use shall not exceed four characters and shall consist of letters, numbers or a combination of letters and numbers, but shall not consist of the same four letters or the same four numbers.
- (d) Application for the registration of such prefix and herd designation mark shall be made to the Secretary and shall be accompanied by such fee as stipulated in Clause 3.6.
- (e) No transfer of a prefix or herd designation mark shall be allowed from one breeder to another, except under such conditions and to such persons as are provided for in the Articles to the Constitution of the Association.

#### 4. IDENTIFICATION

- (a) All live animals of which the births are notified and all animals offered for registration must bear permanent identification marks which shall include a herd designation mark, year number (only last two numbers to identify the year) and a sequence number, and any animal which does not bear the approved identification marks shall not be accepted for the notification of its birth or for subsequent registration by the Association.
- (b) Branding and tattooing/ear notching shall be the Society's official system of marking for the uniform and permanent identification of all animals submitted for registration in the Herd Book and in the records of the Association. Breeders have the option to mark calves with ear notching instead of tattooing.
- (c) Branding shall be done on the right-hand, rear quarter of the animal and in the position and according to the lay-out indicated below:



- (d) Tattooing shall be done in the ear and according to the layout of the breeder's choice.
- (e) In the case of ear notching, the calf's birth sequence number must be applied on the ears, using the following system:



- (f) In addition, if desired, ear tagging (visual and/or electronic chip/RFID) may also be used for herd management purposes.
- (g) Every calf must be identified by the breeder within 30 days of birth.
- (h) The year number shall consist of two characters (numbers) indicating the year of birth.
- (i) The birth sequence number shall not exceed four characters.

- (j) Every calf must be tattooed and/or ear notched before the age of 6 months and must be branded (hot or cold) before inspection, with its own unique allocated identification, consisting of the herd designation mark, the year number to indicate the year of birth and the birth sequence number. The optional ear tag number shall correspond with these permanent identification markings.
- (k) In the event of a calf younger than 6 months leaving the breeder's possession, such calf shall be tattooed and/or ear notched by the breeder.
- (l) In the event of a breeder making a mistake when identifying a calf, or in the event of a mark becoming defaced or illegible, the owner of the animal shall report the fact to the Council in writing, and the animal shall be re-marked in the presence of an Inspector appointed by Council, after such Inspector has satisfied himself as to the correctness of the identity of the animal. In such instance, the Inspector shall also ensure that the identification registration information at the Association is also updated in the case where the identification markings changed from the original, e.g. in the case of correction of number duplications.
- (m) Save for the possible compulsory branding of animals as regulated by legislation or the voluntary branding of animals registered in the Herd Book with the registered brand of the Association, the branding of any other brand whatsoever on an animal, by the breeder or owner or his agent, is strictly prohibited and the registration certificate of any animal so marked shall be liable to cancellation. This excludes branding by the Agricultural Research Council (ARC), following performance testing and breed certification branding, as may be determined by the Council.
- (n) Subject to the requirements of Clause 4(j), no animal shall be transferred unless clearly marked.

## **5. NAMES**

- (a) In addition to the identification marks referred to in Clause 4, all live animals of which the births are notified and all animals offered for registration must be explicitly named: Provided that the name may be substituted by the animal's identification. Council shall have the right to refuse any application in respect of an animal which in its opinion cannot be clearly identified or is misleadingly named.
- (b) The name shall include the prefix registered in favour of the breeder, and exclusive of the prefix, shall not exceed 20 characters.
- (c) The name of any animal, once accepted for notification of its birth, shall not thereafter be changed or amended, except when the name reflects an obvious error, in which event it shall be permissible to amend the name only to the extent of correcting the error.

## **6. NOTIFICATION OF BIRTHS**

- (a) The breeder of an animal born from a registered dam or one eligible for registration shall notify the Association within 60 days of its birth, whether it be born dead or alive or retained for registration or otherwise. Births notified after such period shall be accepted subject to the approval of Council and on Payment of a late notification fee as stipulated in Clause 3.6.
- (b) No birth notification of an animal shall be accepted unless the sire and dam at the time of service (insemination) were more than eight months old.



- (c) All birth notifications shall be made on forms as approved by the Association, and copies thereof shall be kept by the breeder concerned for inspection and checking at all reasonable times by officers of the Society.
- (d) In the event of multiple births, the breeder shall in addition to the particulars ordinarily required, also record on the birth notification form the number and sex of the other twin, triplets, etc., as the case may be.
- (e) Records shall be kept by the Association in the name of each breeder of all animals born, whether born dead or alive, whose births have been duly notified by the relevant breeder, and of such other details as may be determined by the Society.
- (f) The pedigree, breeding particulars and identification marks of the animal described on the Birth Notification must be correct, and all the requirements of the Constitution of the Association and the Act relating to birth notifications, must be complied with.
- (g) The birth notification shall also be accompanied, in the case of an animal imported *in utero*, by the necessary documents and DNA certificates or any other scientifically proven method, of both the sire and dam, endorsed by the Herd Book Society (or body recognized by the Society and the Association) in the country of origin, to the effect that -
  - the identity of the sire, as indicated by the said documents, is correct; and
  - that the sire conforms to the minimum performance and other requirements as may be determined by Council.
- (h) No birth notification will be processed for calves whose parents have not been inspected and passed.

## **7. RULES GOVERNING ARTIFICIAL INSEMINATION (AI)**

- (a) All animals which have been begotten through AI shall be eligible for registration: Provided that all requirements of the Act and the Constitution of the Association have been complied with.
- (b) No birth notification shall be accepted for the purpose of registration unless it is endorsed "Begotten by AI".
- (c) Irrespective of the provisions of Clause 7(a), where different sires are used for the supply of semen for the artificial insemination of the same female at two consecutive heat periods less than 28 days apart, no resultant progeny shall be eligible for registration unless the male parentage has been confirmed by DNA test or any other scientifically proven method.
- (d) The Society reserves the right through its officers to supervise and/or inspect the keeping of records in connection with AI by its members.
- (e) The Society and the Association reserve the right to refuse to register the progeny resulting from AI should any of these rules not be fully adhered to.
- (f) Breeders resident in the RSA who enjoy the privileges of registration of animals under the provisions of the Constitution of the Association, may apply for registration of progeny begotten by AI:
  - provided that the semen is obtained from a source approved by the Society,
  - and provided further that the collection of semen, the handling thereof, the insemination of the animals and the maintenance of records shall be effected in such manner as prescribed in the Constitution of the Association and duly approved by the Society.

- (g) The Society confirms the right of breeders, subject to the provisions of the Act and the Constitution of the Association, to collect, freeze and store the semen of their own bulls for use in their own herds, and progeny resulting from the use of such semen shall be eligible for registration: Provided that –
- i. complete details of the ownership of the sire concerned have been submitted to the Society;
  - ii. the official DNA, or any other scientifically proven method, laboratory number of the sire has been submitted to the Society together with a negative test for the 1/29 chromosome translocation;
  - iii. the collection and storage of the semen have been carried out in accordance with the requirements of the Act and the Constitution of the Association;
  - iv. all requirements of the Constitution in respect of birth notifications and registrations are complied with, and
  - v. the sire must have a five-generation pedigree.
- (h) Semen of a bull may not be used for the insemination of animals of more than five joint or successive owners of that bull, unless it has been approved for the collection of semen in terms of the Act and the Constitution of the Association.
- (i) In the case of a transfer of a bull (other than one approved for the collection of semen in terms of the Act and the Constitution of the Association) from which semen has been collected, frozen and stored, the application for the transfer of such bull must be accompanied by a certificate signed by the seller indicating the number of doses of semen stored at the date of transfer.

#### **8. RULES GOVERNING EMBRYO TRANSFERS (ET)**

- (a) All animals which have been begotten as a result of ET shall be eligible for registration: Provided that –
- i. both the male and the female animals which gave rise to the embryo concerned were approved for the purpose by the Society;
  - ii. except in the case of an animal begotten as a result of ET and imported *in utero*, all the following documents are submitted to the Society within 120 days of each embryo transfer –
    - the certificates reflecting the official DNA, or any other scientifically proven method, laboratory numbers of the male and female animals that gave rise to the embryo concerned;
    - a certificate signed by a veterinarian, an embryo transferor, or, in the case of intra-herd ET, by the owner, to the effect that the provisions of the Act and the Constitution of the Association have been complied with; and
    - in the case an animal begotten from an imported ovum, a certificate issued by a competent body, recognized by the Society and the Association, in the country of origin, stating the names, identification and registration numbers of the ovum and semen donors, the date and place of collection, the number of viable ova collected, and the date exported;
  - iii. In the case of an animal begotten as a result of ET and imported *in utero*, the following evidence and documents endorsed by the Herd Book Society (or body recognized by the Society and the Association) in the country of origin

are submitted to the Association within 30 days of the arrival of the recipient dam in the RSA -

- evidence of the service or insemination and flushing of the embryo donor;
  - evidence of the transfer of the embryo concerned and date thereof to the relevant recipient dam;
  - five generation pedigrees of both donors;
  - DNA or any other scientifically proven method certificate of both donors and negative test for the 1/29 chromosome translocation;
  - evidence that both donors conform to the minimum performance and other requirements as may be determined by Council;
- iv. Birth notification in respect of an animal resulting from ET is submitted on the pre-printed birth notification form referred to in Clause 6(c);
- v. Confirmation of parentage in each instance by DNA, or any other scientifically proven method, testing is supplied, unless otherwise determined by the Society and the Association; and
- vi. All other requirements of the Constitution of the Association in respect of birth notifications, registrations, inspection and/or performance are complied with.
- (b) The Society reserves the right through its officers to supervise and/or inspect the keeping of records in connection with the practice of ET by its members.
- (c) Breeders resident outside South Africa who enjoy the privileges of registration of animals under the provisions of the Constitution, may apply for registration of progeny begotten as a result of ET: Provided that the fertilized ova are obtained from a source approved by the Society, and provided further that the collection of ova, the handling thereof, the in ovulation of the animals and the maintenance of records shall be effected in such manner as may be duly approved by the Society from time to time.
- (d) The Society and the Association reserve the right to refuse to register the progeny resulting from ET should any of these rules not be fully adhered to.
- (e) Council shall have the right to limit the number of progeny from a donor cow resulting from ET for registration.

## **9. GESTATION AND INTERCALVING PERIODS**

- (a) The gestation period shall be 287 days. The minimum acceptable gestation period shall be 266 days, and the maximum period shall be 308 days.
- (b) The minimum period between the dates of birth of two successive calves out of one cow (inter calving period) shall be 271 days.
- (c) Any gestation or inter calving periods outside these ranges shall not be recognized unless the parentage of the calf concerned is confirmed by DNA or any other scientifically proven method tests.

## **10. CONFIRMATION OF PARENTAGE**

- (a) In order to confirm the parentage of an animal, the Society shall at any time have the right to insist on an approved parentage verification test of confirming parentage-

- (i) as a routine procedure, on a basis to be determined by the Association from time to time; and
- (ii) in any case of doubt.
- (b) In respect of the DNA and any other scientifically proven method referred to in Clause 10(a)(i) the breeder will be responsible for all costs of all parentage control tests from the second test onwards.
- (c) In respect of the DNA and any other scientifically proven testing method referred to in Clause 10(a)(ii) the owner or the Society, as may be determined by Council, shall bear the costs of the testing, required.

## 11. REQUIREMENTS AND APPLICATION FOR REGISTRATION

- (a) Inspection shall be a prerequisite for the registration of South African bred or imported animals and except by special permission of Council, no animal shall be registered under the age of 12 months.
- (b) No animal, which does not comply with the Herd Book and Breed Standards as stipulated in Clauses 3.1, shall be eligible for registration.
- (c) Any animal of which the particulars supplied on the birth notification form or accompanying certificates are open to question, may in the discretion of Council be debarred from registration.
- (d) No application for registration of a South African bred animal will be considered unless details of its birth have been duly recorded or are accepted for registration in terms of Clause 6, and
  - both its parents; or
  - its dam, in the case of an animal imported *in utero* or resulting from imported semen;have been registered by the Association.
- (e) The form of application shall
  - be laid down by the Association; and
  - be endorsed by the Society to the effect that all the requirements of the Constitution in respect of registration have been met.
- (f) An imported animal or one resulting from imported semen or an embryo shall be eligible for registration provided the requirements of the Constitution have been complied with.
- (g) A pedigreed animal imported into the RSA shall be eligible for registration: Provided that the application for registration is accompanied by -
  - (i) a five-generation pedigree;
  - (ii) a certificate or registration or an export certificate issued by a Herd Book Society (or body recognized by the Society and the Association) in the country of origin;
  - (iii) evidence to the effect that the animal concerned conforms to the performance and other requirements as stated in Clause 3.1;
  - (iv) a report of the Inspector confirming that
    - The animal bears the permanent indelible identification marks as recorded on the registration or export certificate;
    - The animal was sold and left the seller's possession on the date stated and that the animal was shipped and/or transported on the date stated: and

- That the animal arrived on the applicant's farm on the date stated.
- (h) Registration certificates shall be issued by the Association in respect of imported animals.
- (i) Animals resulting from the in ovulation of imported ova in respect of which Clause 8 and all other provisions of the Constitution have been complied with, shall be eligible for registration: Provided that such imported ova -
  - (i) Were collected by a competent body in the country of origin (approved by the Directorate of Animal Health of the Department) from an animal which complied with the minimum requirements for the importation of ova determined by Council and approved by the Association; and
  - (ii) If fertilized, shall have been fertilized with the semen of a sire which likewise complies with the above-mentioned minimum requirements.

## **12. INSPECTION AND PERFORMANCE REQUIREMENTS**

The requirements of this Clause has been fully captured in the document Inspection of Breeding Animals, described in Clause 3.3.

## **13. REGISTRATION CERTIFICATES**

### **13.1. Original Certificates**

- (a) Registration certificates to be issued in respect of any animal may with the consent of the Association be in the form desired by the Society. Data in respect of performance measured in the National Beef Cattle Improvement Scheme, classification or other information may appear on the registration certificate or an accompanying classification/performance certificate.
- (b) All registration certificates issued by the Association in respect of animals begotten by artificial insemination shall bear the letter "AI" behind the names of the animals appearing on any such certificate.
- (c) All registration certificates issued by the Association in respect of animals begotten by embryo transfer shall bear the letters "ET" behind the names of the animals appearing on any such certificates.

### **13.2. Alterations or Additions to Registration Certificates**

Any alteration or addition to the essential information or particulars officially recorded on any registration certificate, which has not been initialled by the General Manager of the Association, or any unauthorized endorsement or remark on such certificate bearing upon the essential information or particulars contained therein, shall render such certificate invalid.

### **13.3. Duplicate or Replacement of Birth Notification or Registration Certificate**

The Association may upon written application, accompanied by a statement by the applicant setting out all the relevant circumstances, issue a duplicate or replacement of any registration, or birth notification certificate issued by the Association, which has been mislaid, mutilated or lost: Provided that such application shall be made by the person in whose name the animal concerned was last registered.

#### 13.4. Cancellation of Births or Registration Certificates and Reinstatement of Animals

- (a) Council may direct the Secretary to apply to the Association for the cancellation of the registration of any animal which has –
- (i) been registered by mistake;
  - (ii) been registered on the strength of false or fraudulent information supplied by the owner;
  - (iii) been registered after the owner has failed to comply with any relevant Bye-law from the Association or Regulation of the Society; or
  - (iv) in the case of female animals which failed to meet minimum breed standards as prescribed by Clause 3.1;
- And to notify the breeder or owner accordingly.
- (b) In the event of the birth notification, or registration certificate of an animal having been cancelled, such animal may be reinstated in the records of the Association only on recommendation of the Society: Provided that the application for the reinstatement is made by the person who applied for the cancellation of the birth notification or registration certificate. The reinstatement of any such animal shall be effected upon payment of such fee as prescribed by Clause 3.6.

#### 13.5. Certificates of Extended Pedigree

A member may apply to the Secretary for a certificate of extended pedigree in respect of an animal and the Secretary shall apply to the Association to issue such a certificate. Every such application shall be accompanied by the requisite fee as prescribed by Clause 3.6. Alternatively, the certificate of extended pedigree can be obtained from Logix.

### 14. TRANSFER OF ANIMALS

- (a) For the purpose of this Regulation "transfer" means any transaction whereby any person acquires the right to sole ownership of an animal, or to any share or additional share of the ownership of a bull, and the relinquishment of any share in the ownership of such animal or bull (as the case may be).
- (b) Any seller who transfers sole ownership of an animal, or part ownership in a bull, shall within 30 days of the date of such transfer, furnish -
- the Association with the birth notification or registration certificate of the animal concerned, with the details of the transfer duly completed on such certificate; and
  - the Society with the prescribed fee as prescribed by Clause 3.6:
- Provided that should such application be received by the Society more than 30 days, but within 60 days, or more than 60 days, but within 90 days after such transfer, the fees payable in respect of such transfer shall be respectively double and treble the prescribed transfer fee. Any application for such transfer received by the Society more than 90 days after such transfer shall be accepted and dealt with by the Society subject to such fees as it may determine.
- (c) In the case of sole ownership, the date of transfer shall be deemed to be the date on which the animal left the seller's possession.
- (d) If the animal to be transferred is:

- a pregnant female, the seller shall together with his application for transfer, furnish the Association with a certificate specifying the name, identification number and registration number of the bull by whom she was served together with the service date/s or of the bull with whose semen she was inseminated, and the insemination date/s, whichever the case may be. The seller shall in addition furnish the buyer with a copy of such certificate;
  - a recipient dam, the application for transfer shall be accompanied by the pre-printed birth notification referred to in Clause 6(c) issued by the Association and other certificates in compliance with Clause 7.
- (e) Should the seller for any reason whatsoever fail or refuse to take any steps to effect such transfer, including failing or refusing to deliver the original birth notification or registration certificate and should the buyer be willing to pay such fees as prescribed by Clause 3.6, Council may take such steps as it deems fit in order to effect the transfer.
- (f) No alteration to an already recorded transfer date shall be effected unless an application to that effect, duly signed by the buyer and the seller concerned, is made to the Association.

#### **15. JOINT OWNERSHIP OF BULLS**

- (a) When an animal is transferred to joint owners, the full name and address of each joint owner shall be submitted to the Association.
- (b) The joint ownership and use of a bull is subject to the provision of the Act and the Constitution of the Association;

#### **16. REFUSAL OF APPLICATIONS**

- (a) In the case of progeny begotten from a dam mated to different males or inseminated with semen from different males at consecutive oestrus periods within 28 days, the Society shall request the Association to refuse registration unless the male parentage is confirmed by means of a blood or DNA typing test.
- (b) The Society may request the Association to refuse to accept applications from any person who has intentionally supplied false, inaccurate or misleading information or who has negligently failed to supply any information or particulars which it was his duty to supply within a reasonable time.
- (c) Whenever the Association has refused to accept applications from any person, the Society may, in addition, request the Association to cancel any or all previous entries made in the Herd Book on behalf of such person.
- (d) The Society shall not take any action under Clauses 16(a) and 16(b) except after an investigation by a commission consisting of the President and/or Vice-President and two other members appointed by Council, and in accordance with the recommendation of that commission.

#### **17. IMPORTATION AND EXPORTATION OF ANIMALS, SEMEN OR OVA**

- (a) Applications to import or export animals, semen or ova, shall, in terms of the Act, be submitted in triplicate, on forms available from the Registrar, to the Society, together with the prescribed fee; the Society shall forward two copies together with its recommendation thereto, and the required documents reflecting the details

referred to in Clause (b), to the Association; and the Association shall in turn submit one copy together with its recommendation to the Registrar.

- (b) Council shall determine minimum performance and other requirements for the importation and exportation of animals, semen and ova, and no such importation or exportation shall be recommended to the Association by the Society, unless the said requirements are complied with.
- (c) Only imported animals and animals resulting from the importation of semen or ova which comply with the minimum requirements referred to in Clause 17(b) and the requirements of the Constitution shall be eligible for registration.
- (d) The Association may, upon application, issue export certificates in respect of animals, semen or ova in the form desired by the Society and approved by the Association.
- (e) Over and above the performance requirements, any animal, semen, ova or embryo must have a five-generation pedigree and a negative test for the 1/29 chromosome translocation, for imports.
- (f) Females for importation must have a maximum ICP of 420 days. In the case of heifers their mothers must have a maximum ICP of 420 days.



**ANNEXURE B: APPOINTMENT OF PROXY FORM  
(DOCUMENT: PGPZ-11)**

APPLICABLE TO THE

**PINZGAUER and PINZ<sup>2</sup>YL CATTLE BREEDERS SOCIETY**



MORE MEAT PER HECTARE – BORN & BRED FOR AFRICA



**Pinzgauer and PinZ²yl Cattle Breeders Society of South Africa**

118 Henry Street  
Box 1060  
Bloemfontein  
9300

Tel: (051) 4100955 or (051) 4100900  
Fax: (051) 4484220 or 0866670294  
Email: sonja@studbook.co.za  
Website: www.sacattle.co.za

ANNUAL OR SPECIAL GENERAL MEETING TO BE HELD ON \_\_\_\_\_

**APPOINTMENT OF PROXY**

I/We \_\_\_\_\_ personally or as a nominee for \_\_\_\_\_  
being a Member of the Pinzgauer and PinZ²yl Cattle Breeders Society do hereby appoint,  
\_\_\_\_\_ as my proxy to vote on my behalf at the Annual or  
Special General Meeting to be held on \_\_\_\_\_, or at any adjournment  
thereof.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF MEMBER

\_\_\_\_\_  
SIGNATURE OF PROXY

Reasons for not attending in person:

\_\_\_\_\_  
\_\_\_\_\_

Proxy accepted by Council: Yes/No Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**SOCIETY RULES REGARDING PROXY VOTING**

1. The Proxy must be an Ordinary Member of the Society with voting rights, voting on behalf of an Ordinary Member with voting rights. (Refer to Clause 9.4 of the Constitution)
2. Proxy voting at the AGM/SGM will only be accepted by Council if the proxy application provide valid reasons for the Member not attending in person.
3. Proxy applications must be submitted to the Secretary at least 72 hours before the meeting. Only in the case of unforeseen emergencies may proxy applications be submitted at the said meeting.

**ANNEXURE C: COUNCIL MEMBER NOMINATION FORM  
(DOCUMENT: PGPZ-12)**

**APPLICABLE TO THE**

**PINZGAUER and PINZ<sup>2</sup>YL CATTLE BREEDERS SOCIETY**



MORE MEAT PER HECTARE – BORN & BRED FOR AFRICA



**Pinzgauer and PinZ²yl Cattle Breeders Society of South Africa**

118 Henry Street  
Box 1060  
Bloemfontein  
9300

Tel: (051) 4100955 or (051) 4100900  
Fax: (051) 4484220 or 0866670294  
Email: sonja@studbook.co.za  
Website: www.sacattle.co.za

**Council Nomination Form**

**Candidate Information:**

Name: \_\_\_\_\_ Cell no: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Current employment: \_\_\_\_\_

Previous experience as Council or Board member (if any) with:  
\_\_\_\_\_  
\_\_\_\_\_

Please circle any of the following skills or experience that the candidate possesses.

- |                                     |                               |
|-------------------------------------|-------------------------------|
| Finance, accounting                 | Management, administration    |
| Legal matters                       | Studbreeding; cattle farming  |
| Event coordination and sponsorships | Training and mentorship       |
| Public relations, communications    | Industry contacts, networking |
| Other: _____                        | Other: _____                  |

Industry relevant affiliations or organizations the candidate belongs to:

- (i) Ordinary Member of the Society : (yes/no)
- (ii) \_\_\_\_\_
- (iii) \_\_\_\_\_
- (iv) \_\_\_\_\_

<b>Submitted by:</b>	<b>Seconded by:</b>
Name: _____	Name: _____
Date: _____	Date: _____
Cell no: _____	Cell no: _____
E-mail: _____	E-mail: _____

Has this person been contacted to determine their interest in being nominated?  
\_\_\_ Yes \_\_\_ No

If "yes," would he/she be willing to serve if elected? \_\_\_ Yes \_\_\_ No