

BORN & BRED FOR AFRICA

# CONSTITUTION

OF THE

## PINZ<sup>2</sup>YL

### CATTLE BREEDERS CLUB

OF

### SOUTH AFRICA

An Animal Breeders' Club of a breed under evaluation as promulgated on 2 October 2009 in the Government Gazette number 32601

**Date approved: 19 June 2021**



**PinZ<sup>2</sup>yl Cattle Breeders Club of South Africa**

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This document has been approved on 19 June 2021, at a meeting of the PinZ<sup>2</sup>yl breeders for purposes to establish a Voluntary Association, referred to as a Club in the furthering of the PinZ<sup>2</sup>yl cattle breed.

This Constitution shall again be tabled at the first Annual General Meeting of the PinZ<sup>2</sup>yl Cattle Breeders Club of South Africa.

## TABLE OF CONTENT

1.	Definitions and interpretation	6
2.	Abbreviations	14
3.	Name of the Club	15
4.	Objectives	15
5.	Powers of the Club	16
6.	Membership	18
6.1	Eligibility	18
6.2	Categories of Membership	18
6.2.1	Ordinary Members	18
6.2.2	Commercial Members	19
6.2.3	Junior Members	19
6.2.4	Honorary Life Members	20
6.3	Legal entity (Company, Close Corporation, Partnership, Trust or Body Corporate)	21
6.4	Application for and rules governing membership	22
6.5	Transfer of membership	23
6.6	Utilisation of production data	24
6.7	Rights and privileges of ordinary members	24
7.	Subscriptions and fees	25
8.	Resignation and expulsion of members	25
9.	Register of members	28
10.	Council	29
10.1	Eligibility	29

BORN & BRED FOR AFRICA

10.2	Election of Council	30
10.3	Election of President, Vice-President and Treasurer	30
10.4	Additional Council members	31
10.5	Vacancies and dismissals from Council	31
10.6	Powers and duties of the Council	32
11.	Meetings	38
11.1	Executive Committee meetings	38
11.2	Council meetings	38
11.2.2	Special Council meeting	38
11.3	General Meetings	39
11.4	Chairperson	41
11.5	Voting Procedures	41
11.6	Non-receipt of Notices	42
11.7	Quorums	42
11.8	Minutes of meetings	43
12.	Financial Provisions	44
13.	Affiliations	45
14.	Office of the Club	45
15.	Employees of the Club	45
16	Delegation of powers	46
17.	Dissolution of the Club	46
18.	Amendments to the Constitution	46
19.	Authentic version of Constitution	47
	<b>GENERAL REGULATIONS APPLICABLE</b>	48
1.	Purpose and general breed objectives	48
2.	Herd Book	48
2.1	General	49
2.2	Upgrading from developmental register to herd book	49
2.3	Herd Book	51
2.4	Appendix Division	51

BORN & BRED FOR AFRICA

2.4.1	Appendix A	51
2.4.2	Appendix B	52
2.5	Studbook Proper (SP)	52
3.	Production Recording	53
4.	Publishing of Herd Book	53
5.	Prefix and herd designation mark	53
6.	Identification	54
7.	Names	57
8.	Notification of births	58
9.	Rules governing artificial insemination	59
10.	Rules governing embryo transfers (ET)	61
11.	Gestation and intercalving periods	64
12.	Confirmation of parentage	64
13.	Requirements and application for registration	65
14.	Inspection and performance (Production) requirements	67
14.1	Minimum breed and production standards	67
14.2	No female animal will be sold on a sale under the auspices of the PinZ <sup>2</sup> yl Club	67
14.3	Growth stimulants	68
14.4	Inspections and duties of inspectors	68
15.	Registration certificates	70
15.1	Original certificates	70
15.2	Alterations or additions to registration data	70
15.3	Cancellation of births or registration and reinstatement of animals	71
16.	Transfer of animals	71
17.	Joint ownership of animals	73
18.	Refusal of applications	73
19.	Importation and exportation of animals, semen or ova	74
	<b>ANNEXURE A: MINIMUM BREED STANDARDS APPLICABLE</b>	75
1.	Breed traits	75

BORN & BRED FOR AFRICA

2.	Type	75
3.	Colour pattern	75
4.	Gender traits	76
4.1	Male animal	76
4.2	Female animal	76
5.	Reproduction	76
6.	Growth	76
6.1	Data recordings	76
6.2	Heifers	77
6.3	Bulls	77
7.	Visual appraisal	78
7.1	Head	78
7.2	Front and hind legs	79
7.3	Shoulder	79
7.4	Chest, back and mid-piece	79
7.5	Pelvis, rump and tail	79
7.6	Reproductive characteristics	80
7.7	General	80
8.	Dehorning	81

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Constitution unless clearly inconsistent with or otherwise indicated by the context:

1.1.1 **"Act"** means the Animal Improvement Act, 1998 (Act number 62 of 1998) and includes the regulations promulgated in terms thereof;

1.1.2 **"Active"** means that the member has timeously registered births and submitted all prescribed weights as per the minimum breed standards, applied and received successful inspections to both the Club and it's registering authority in the presiding period between Annual General Meetings;

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

1.1.7 **"Association"** means the **"South African Stud Book and Animal Improvement Association"**, a Registering Authority, registered as such under Section 8(7)(a)(ii) of the Act, as appointed by the Club;

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

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

1.1.10 **"Breed"** means any part of or the entire population of PinZ<sup>2</sup>yl animals which produces progeny possessing a high degree of genetic stability as evidenced by identifiable uniformity in breed standards and performance;

1.1.11 **"Breeder"** means the owner of –

1.1.11.1 The dam at the date of birth of an animal to be registered;

- 1.1.11.2 An animal at the date of application for registration in the Appendix or Studbook Proper (SP) section of the Herd Book; or
- 1.1.11.3 The recipient dam at the date of birth of an Animal to be registered as a result of an embryo transfer;
- 1.1.12 **"Breed Standards"** means a written set of phenotypic and/or genotypic standards of excellence determined and applied in terms of the constitution of the Club;
- 1.1.13 **"Buyer"** means the person or persons to whom ownership/joint ownership of an animal is transferred by the seller of such animal;
- 1.1.14 **"Calf Book"** means the South African PinZ<sup>2</sup>yl Calf Book in which shall be registered by the Registering Authority the details of all calves born to the breed;
- 1.1.15 **"Centre"** means premises registered in terms of section 7(7)(b) of the Act for the collection, evaluation, processing, packing, labelling, storing and sale of semen, embryos or ova, or as the case may be, of certain kinds of animal;
- 1.1.16 **"Club"** means and refers to the PinZ<sup>2</sup>yl Cattle Breeders Club of South Africa, a voluntary association;
- 1.1.17 **"Constitution"** means the constitution, inclusive of the regulations and minimum breed standards;
- 1.1.18 **"Council"** means the Council of the Club duly elected in terms of the Constitution;
- 1.1.19 **"Day"** means a calendar day;

- 1.1.20 **"Department"** means the relevant Department or Departments charged with and responsible for the administration of the Act;
- 1.1.21 **"Distribute"** means written communication by means of data messages as provided for in the Electronic Communication and Transaction Act, Act 5 of 2002, including publication on the official website or any other means of communication using the nominated address and/or contact detail of the member and the election of the Member to preference of communication method, with **"directed"**, **"posted"** and **"in writing"** having similar meaning;
- 1.1.22 **"Deoxyribonucleic Acid"** means a molecule composed of two chains (made of nucleotides) that coil around each other to form a double helix carrying the genetic instructions used in the growth, development, functioning and reproduction of all known living organisms and many viruses;
- 1.1.23 **"Donor animal"** means an animal which has been approved in terms of Section 7(7)(c) of the act for the collection of genetic material;
- 1.1.24 **"Embryo"** means a fertilised ovum of an animal;
- 1.1.25 **"Embryo collector"** means a person who collects, evaluates, processes, packs or stores genetic material, or who carries out the artificial insemination or the transferring of ova or embryos into recipient female animals and who is registered as such in terms of Section 7(7)(a) of the act in respect of the kind of animal for which he has completed the prescribed course of instruction;
- 1.1.26 **"Embryo transfer"** means the act of implanting an ovum or embryo in a female animal;
- 1.1.27 **"Embryo transferor"** means a person who carries out the transferring of ova or embryos into recipient female animals and who is registered as



such in terms of section 7(7)(a) of the act in respect of the kind of animal for which he has completed the prescribed course of instruction;

- 1.1.28 **"Export"** means to take out or send an animal or genetic material from the Republic of South Africa to a country or territory outside the Republic or to cause an animal or genetic material to be so taken or sent out;
- 1.1.29 **"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;
- 1.1.30 **"Good standing"** means an active member whom has fulfilled all its financial obligations to the Club, including but not limited to membership fees and any other participation fees as at the time of any formally constituted meeting of the Club at which such member shall be eligible to attend or vote, its council or sub-committee **or** the request of services by the member from the Club, including but not limited to inspection(s).
- 1.1.31 **"Herd Book"** means the South African PinZ<sup>2</sup>yl Herd Book in which shall be registered through the Club by the Registering Authority, the pedigree details of animals;
- 1.1.32 **"Inter-Calving Period"** or **"Inter-Calving Interval"**, which is the period between successive calves, expressed in calendar days;
- 1.1.33 **"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;
- 1.1.34 **"Inspector(s)"** means a person(s) duly appointed, empowered and instructed by the Council in terms of clause 10.6;

- 1.1.35 “**Import**” means to bring an animal or genetic material from outside the Republic into the Republic or to cause an animal or genetic material to be so brought into the Republic;
- 1.1.36 “**Import agent**” means a person who imports genetic material on behalf of another person and who is registered as such in terms of section 7(7)(a) of the Act;
- 1.1.37 “**Inseminator**” means a person who carries out the artificial insemination of animals and who is registered as such in terms of section 7(7)(a) of the Act, in respect of the kind of animal for which he or she has completed the prescribed course of instruction;
- 1.1.38 “**Integrated registration and genetic information system**” means the computer system established in collaboration with the Department on which Prefixes are registered in accordance with the Act, and on which registration and performance data can be integrated.
- 1.1.39 “**Landrace**” means a specified breed of a kind of animal indigenous to or developed in the Republic;
- 1.1.40 “**Minister**” means the Minister responsible for Agriculture;
- 1.1.41 “**Owner**” means the person who:
- 1.1.41.1 according to the records of the Registering Authority, possesses the animal concerned; or
- 1.1.41.2 submits proof to the satisfaction of the Council that the animal concerned is eligible to be so registered or recorded in his name;
- 1.1.42 “**Recording**” means the recording and evaluation of production traits such as reproduction and growth by a Service Provider accredited by

ICAR (International Committee for Animal Recording) for the purpose of rendering animal recording services;

- 1.1.43 **"Registering"** refers to the procedure of registering an animal in the Appendix or Stud Book Proper of the Herd Book or by which a prefix or herd designation mark is placed on the records of the Registering Authority, and INTERGIS by the Registering Authority;
- 1.1.44 **"Registering Authority"** means the organization which administers the recording of births and parentage and which is registered as such according to the stipulations of Section 8(7)(a)(ii) of the Act;
- 1.1.45 **"Registrar"** means the officer designated as Registrar of Animal Improvement in terms of section 3 of the Act;
- 1.1.46 **"Registration System"** means the animal recording system used by the Registering Authority and/or Service Provider appointed by the Club to administer the Club's animal recording services.
- 1.1.47 **"Secretary"** means the person or entity appointed by the Council to do the secretarial work of the Club;
- 1.1.48 **"Sell"** includes agree to sell, offer, advertise, keep, expose, transmit, convey, transport, or deliver for sale within or outside the Republic or exchange or dispose of or deliver to any person in any manner, whether for a consideration or otherwise, and **"sale"** has a corresponding meaning;
- 1.1.49 **"Seller"** means the person, persons or legal entity being the owner/joint owner(s) of an animal according to the records of the Registering Authority, or in the case of an imported animal, the owner in the country of origin, who disposes of such animal;
- 1.1.50 **"Semen"** means the semen of an animal;

- 1.1.51 "**Semen collector**" means a person who collects, evaluates, processes, packs or stores semen, or who carries out the artificial insemination of an animal, and who is registered as such in terms of section 7(7)(a) of the Act in respect of the kind of animal for which he or she has completed the prescribed course of instruction;
- 1.1.52 "**Service provider**" means the animal recording organisation nominated by the Club to render production recording services (performance recording), to its members;
- 1.1.53 "**South Africa**" means the Republic of South Africa, with "**Republic**" having the same meaning.
- 1.1.54 "**South African bred PinZ<sup>2</sup>yl**" 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 PinZ<sup>2</sup>yl; and
- 1.1.55 "**Stud Book Animal**" means an animal registered or recorded in the herd book kept by the Registering Authority, with "**stud animal**", "**thoroughbred animal**", "**registered animal**" and "**recorded animal**" having a corresponding meaning;
- 1.1.56 "**Territory**" means the Republic of South Africa and such other countries as the Council may determine from time to time and approved by the Club.
- 1.1.57 "**Veterinarian**" means a person registered in terms of the Veterinary and Para-Veterinary Professions Act, Act 19 of 1972, to practice a veterinary profession as defined in section 1 of that act.

1.2 Any reference in this Constitution to:

- 1.2.1 a **clause** is, subject to any contrary indication, a reference to a clause of this Constitution;
- 1.2.2 **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court, having the force of law; and
- 1.2.3 **person** is a reference to any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, Registering Authority, trust or partnership (whether or not having separate legal personality)
- 1.2.4 Other abbreviations, 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;
- 1.3 Other words, abbreviations 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.
- 1.4 In the Constitution, unless the contrary intention appears clearly from the context, any reference to a gender includes the other genders and vice versa, any reference to the singular includes the plural and vice versa and any reference to a person includes a natural or juristic person.
- 1.5 In the computation of time for the purposes of this Constitution, it shall be undertaken by the exclusion of the first day and the inclusion of the last day. The foregoing shall not apply in the calculation of interest.
- 1.6 Defined words and expressions will start with capital letters for clarity.
- 1.7 The headings do not govern or affect the interpretation of this Constitution.

- 1.8 If any provision in a definition confers rights, or imposes obligations on any Party, effect shall be given to it as if it is a substantive provision of this Constitution.
- 1.9 Unless the context indicates otherwise, an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 1.10 The words "**including**" and "**in particular**" are without limitation.
- 1.11 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 1.12 A time of day is a reference to South African time.
- 1.13 The rule of interpretation that, in the event of ambiguity, the Constitution must be interpreted against the party responsible for the drafting of the Constitution does not apply.
- 1.14 The termination of this Constitution does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 1.15 Where any term is defined within the context of any particular clause in this Constitution, the term, unless it is clear from the clause in question that the definition of the relevant term has limited application to the relevant clause, will bear the same meaning as ascribed to it for all purposes in terms of this Constitution, even though that term is not defined in this clause.

## **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
"ET"	means Embryo Transfer
"ICP"	means Inter-Calving Period or Inter-Calving Interval, which is the period between successive calves
"INTERGIS"	means the Integrated registration and genetic information system
"RFID"	means Radio Frequency Identification
"RA"	means Registering Authority
"RSA"	means the Republic of South Africa
"VID"	means Visual Identification

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 NAME OF THE CLUB**

The name of the Animal Breeders' Club is the **PINZ<sup>2</sup>YL CATTLE BREEDERS CLUB OF SOUTH AFRICA.**

### **4 OBJECTIVES**

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

- 4.1.1 to encourage and promote the registration, recognition, breeding, recording, and the improvement of the genetic production potential and use of animals in the Territory;
- 4.1.2 to maintain unimpaired the purity of the PinZ<sup>2</sup>yl breed in the Territory and promote the interests of the breed by all possible and available means;
- 4.1.3 to encourage members to participate in production recording with the service provider nominated by the Club for this purpose;

- 4.1.4 to encourage the preservation and development of the breed by sound selection in accordance with the breed standard of the PinZ<sup>2</sup>yl and to eliminate infusion with other breeds;
- 4.1.5 to compile and determine, maintain and apply a "breed standard" to which animals have to confirm as far as it is related to functional efficiency based on production records and visual appraisal for genetic defects. For this purpose all production data shall be made available to the Council, Inspectors and appointed subcommittee(s);
- 4.1.6 to compile, keep and maintain accurate records of the pedigrees and particulars of all animals duly registered through the Club by the Registration Authority in the Herd Book;
- 4.1.7 to promote the breed in general as well as the marketing of animals;
- 4.1.8 to encourage and promote the competitive showing or exhibition of animals at agricultural shows;
- 4.1.9 to gather and distribute information regarding best breeding practices, health management and to keep members informed regarding relevant scientific and other developments; and
- 4.1.10 to safeguard and advance the common interests of Breeders in the Territory, and generally to give effect to the objectives contemplated by the Act.

## **5 POWERS THE CLUB**

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

- 5.1 to carry out such functions and perform such duties as are or may be imposed upon it in terms of this Constitution, the Act and its membership of the Association.



- 5.2 generally to do all such act as a juristic person may by law perform and which the Club may deem necessary for the attainments of its objectives.
- 5.3 to perform all such acts as a body corporate may by law perform and which the Club may necessary for the attainment of its objectives.
- 5.4 request the RA to register Prefixes on behalf of the breeders at the organisation appointed by the Department to manage the INTERGIS.
- 5.5 As a non-profit organisation, the Club may not:
  - 5.5.1 get involved in any activities with the exclusive goal of making a profit;
  - 5.5.2 get involved in any business, professional or occupational activities of its members;
  - 5.5.3 offer any member any financial assistance or ongoing services or facilities needed by a member for running a business, following a profession or pursuing a career.
- 5.6 The income and assets of the Club shall be applied solely to attain the particular objectives of the Club and promotion of the breed. The members and employees shall have no rights to the property or assets of the Club, simply based on them being members or employees of the Club.
- 5.7 No part of the Club's income or assets may be transferred or directly allocated to any person, employee or Council Member except for:
  - 5.7.1 reasonable remuneration for services rendered to the Club;
  - 5.7.2 compensation for actual costs or reasonable expenses incurred in the interest of the Club.

- 5.8 The Club does have the right to levy a commission, as determined by the Council from time to time, on sales held under its auspices.
- 5.9 The Club does have the right to allow or disallow the competitive showing of any animal(s), should the Club consider the showing of animals and/or specific animals as being detrimental to maintaining minimum breed standards.

## **6 MEMBERSHIP**

### **6.1 ELIGIBILITY**

- 6.1.1 Subject to the provisions of clause 6.2.3, membership of the Club shall be limited to persons that have attained the age of 18 years and shall consist of certain categories of members.
- 6.1.2 There shall only be one registered stud per membership and only one authorised person per membership to vote or to act on behalf of the membership, be it a partnership, individual, corporation, trust or any other legal entity.
- 6.1.3 Only active members in good standing shall be eligible vote and, subject to the provisions of clause 6.2, hold office.

### **6.2 CATEGORIES OF MEMBERSHIP**

#### **6.2.1 ORDINARY MEMBERS**

- 6.2.1.1 Persons who are engaged, through ownership or breed development, in the breeding of PinZ<sup>2</sup>yl cattle, shall be eligible for membership of the Club as Ordinary Members who shall enjoy all the rights and privileges of membership.
- 6.2.1.2 An Ordinary Member will qualify to vote at any general meeting of the Club and to be elected to the Council or serve on a sub-committee, after twelve consecutive months of ordinary membership of the Club or through the ownership of five head of female breeding stock (cows or heifers) registered with the Club, on condition that the Member is active and in good standing.

- 6.2.1.3 For the purposes of this sub-clause any legal entity, including but not limited to company, trust, close corporation or partnership shall be deemed to be a person and, subject to clauses 6.2.1 and 6.3, be eligible for Ordinary Membership of the Club.
- 6.2.1.4 Persons under the age of eighteen may not register as Ordinary Members of the Club.

**PROVIDED** that any Ordinary Member residing in the Territory, but outside the Republic of South Africa, will be responsible for payment of all scheduled Club fees as well as fees invoiced for services rendered by the Club or its officials *in loco*, service provider or Registering Authority in South African Rand (ZAR).

#### 6.2.2 **COMMERCIAL MEMBERS**

Persons who are engaged in the breeding of commercial PinZ<sup>2</sup>yl cattle shall be eligible for membership of the Club as Commercial Members and shall enjoy all the rights and privileges of membership, including the right to vote at any meeting of the Club, to serve on elected committees or sub-committees, but not being eligible for election to the Council and shall be exempted from the obligation to be active, as defined. Membership fee for commercial members will be the same as for ordinary membership.

#### 6.2.3 **JUNIOR MEMBERS**

- 6.2.3.1 Owners or breeders of PinZ<sup>2</sup>yl cattle twelve years and older but who have not yet attained the age of eighteen years and who have paid the prescribed membership fees shall be eligible to Junior Membership.
- 6.2.3.2 On the first day of the month immediately following his eighteenth birthday the Junior Member must pay the difference in junior member fee and ordinary member fee to become an Ordinary

Member, on condition that the Junior Member, at the time of application, was active and in good standing.

6.2.3.3 As Junior Member, the Member shall have its own stud registered in his name.

**PROVIDED** that a Junior Member may not vote at meetings of the Club and is not eligible for election to the Council, but upon payment of the scheduled fees may partake in the other activities of the Club;

**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 Club on behalf of such junior member.

#### 6.2.4 HONORARY LIFE MEMBERS

6.2.4.1 Honorary Life Members are individuals or legal entities who have made an outstanding contribution to the development of or rendered extraordinary special services in the interest of the PinZ<sup>2</sup>yl breed.

6.2.4.2 Such person is to be nominated and recommended by a prior resolution of the Council of the Club and They are elected by a closed ballot vote with two thirds majority of the general membership of the Club at an Annual General Meeting, provided that they have been nominated and recommended for such an appointment by a prior resolution of the Council of the Club.

6.2.4.3 On election, the Honorary Life Member shall enjoy all the rights and privileges of membership except:

6.2.4.3.1 Honorary Life Members shall not have the right to vote at any meeting of the Club; and

6.2.4.3.2 Honorary Life Members shall not have the right to be elected to the Council.

6.2.4.4 Honorary Life Members are exempted from paying any fees.

**6.3 LEGAL ENTITY (COMPANY, CLOSE CORPORATION, PARTNERSHIP, TRUST OR BODY CORPORATE)**

6.3.1 A legal entity applying for ordinary membership shall disclose to the Club such facts as may be necessary to determine the nature of the controlling interest therein and shall then, or as soon as possible thereafter, in addition to the requirements imposed in respect of all applications, furnish the Club with the name and address of the person appointed by it to act as its representative at meetings of the Club. Such a person shall have the right to nominate an alternate in writing to the Secretary not later than 7 (seven) days prior to the meeting at which such an alternate will be present.

6.3.2 All communications distributed to such an authorised representative referred to in clause 6.3.1 shall be deemed to be duly served upon the company, close corporation, partnership or body corporate, and at all meetings at which such an authorised representative is in attendance on behalf of the legal entity, such a legal entity shall be deemed to be duly represented.

6.3.3 The principal person so appointed to represent such a legal entity shall have full voting powers and shall be eligible for election to Council in terms of clause 10.

6.3.4 Should such a legal entity cease to comply with the requirements of ordinary membership as laid down in clause 6.2.1, Council may terminate its services to it and/or expel it as member and the provisions of clause 8 shall apply in respect of such a legal entity.

6.3.5 The liquidation or the dissolution of a legal entity shall automatically result in the termination of its membership of the club, **provided** that –

- 6.3.5.1 all amounts owing to the Club as at the date of liquidation or dissolution shall be recoverable by the Club from the liquidator of such a legal entity, or from the members (either jointly or severally) of such a legal entity;
- 6.3.5.2 the liquidator of such a legal entity and the members of such a legal entity shall be obliged to discharge all the obligations of such a legal entity in respect of registrations, transfers and whatever obligations the legal entity would have had to discharge as a member of the Club; and
- 6.3.5.3 any fees that may become due and payable as a result of herd fees, registrations, transfers or other obligations which have of necessity to be fulfilled after such an automatic termination of membership, shall be raised on the scale payable by ordinary members.

#### **6.4 APPLICATION FOR AND RULES GOVERNING MEMBERSHIP**

- 6.4.1 Application for Membership of the Club shall be made to the Secretary in writing in such form as may be prescribed by Council, and shall be accompanied by the relevant subscription and/or entrance fees applicable at the time of application, as determined by Council from time to time. Beef cattle production recording is compulsory, therefore the member shall have to submit the relevant application form for consideration by the service provider nominated by the Club for this purpose as well.
- 6.4.2 Membership of the Club shall consist of certain categories of members. The category of membership applied for shall be clearly marked on the application, with all required supporting documentation simultaneously submitted, duly completed and signed.
- 6.4.3 Council may admit an applicant as member of the Club either unconditionally or on such conditions as it may determine, or it may in its sole

and absolute discretion refuse admission as member without being obliged to disclose any reasons for such a decision.

6.4.4 An applicant to whom admission as member has been refused shall be entitled to a refund of any fees paid with his application for membership.

6.4.5 Council will not approve any application for membership without the application being signed by the applicant or its representative.

6.4.6 Any person or entity whose membership has been revoked must make a written application for reinstatement to the President of the Council and can be reinstated only after having received two-thirds affirmative vote of the Council members.

## 6.5 **TRANSFER OF MEMBERSHIP**

6.5.1 Only active members in good standing shall be transferrable on prior application to the Council for approval of transfer.

6.5.2 Transfers to be applied for approval shall be limited to:

6.5.2.1 Joint membership with a spouse, life partner or other members of immediate family originally issued to an individual;

6.5.2.2 An heir designated by will either in the estate of a Member, or by designation of other heirs;

6.5.2.3 to a surviving partner of a partnership;

6.5.2.4 to one of the individuals of a dissolved partnership, designated by transfer endorsement signed by the other partner or partners;

6.5.2.5 to a shareholder of a company, member of a closed corporation or trust beneficiary of a trust designated by transfer endorsement

of the directors and shareholders, other members or trustees and trust beneficiaries, as applicable; and

- 6.5.2.6 to transfer from a Junior Member to an Ordinary Member, on payment of the difference in the membership fees, and confirmation of submission of birth registrations and prescribed weights.

## 6.6 UTILISATION OF PRODUCTION DATA

Members consent that production data of his Animals participating in the designated beef cattle production recording system shall at all times be available to the Club. The Club undertakes that the utilisation of such data will not be to the disadvantage of any member or members, the Service Provider and its beef cattle recording system and that the further processing of such data will not be contrary to the interests of the said recording system.

## 6.7 RIGHTS AND PRIVILEGES OF ORDINARY MEMBERS

Save from the *ex lege* consequences of appointing executors of deceased estates, trustees of insolvent estates and liquidators of companies or closed corporations, the rights and privileges of every member of the Club shall be personal to himself and shall not be transferable or transmissible either by his own act or by operation of law. These shall include the following rights:

- 6.7.1 to receive all reports and other matters published by the Club for distribution amongst members;
- 6.7.2 to apply for the registration of animals under the Club's rules;
- 6.7.3 to attend all Meetings of the Club, General and Special Annual Meetings and subject to the obligations in this Constitution, the right to vote at such meetings and be elected on the Council;
- 6.7.4 to receive expert technical advice on PinZ<sup>2</sup>yl matters from the Club's Inspectors and officials (cost of same to be defrayed by the applicant); and



6.75 to consult and use the Club's official reports.

## **7 SUBSCRIPTIONS AND FEES**

- 7.1 The amounts payable to the Club in respect of all subscriptions, fees or any other dues and commissions shall from time to time be determined by Council and shall be communicated to members with the agenda of the ensuing Annual General Meeting (AGM) of the Club for approval by members.
- 7.2 The annual subscriptions and fees shall become due and payable in advance on 1 April in each and every year, and shall be deemed to be in arrear if unpaid on 30 June of the same year.
- 7.3 Any member whose subscription is in arrear, or who is indebted to the Club in respect of any fees or dues for a period longer than thirty days after a written demand by the Secretary for payment shall cease to enjoy any of the rights and privileges of membership and shall specifically not be entitled to vote at any meeting of the Club until such time as such indebtedness has been liquidated.
- 7.4 Council may cause an interest charge to be levied and collected on arrear accounts at a rate determined by Council from time to time.
- 7.5 Any member who, for any reason whatsoever, has ceased to be a member of the Club shall remain liable for all amounts due to the Club, as at the date on which his membership ceases.
- 7.6 Should the Council determine that an account is in arrear and should such an account be handed over to a firm of attorneys for collection, then the member shall be liable to the Club for payment of all legal charges, collection commission, and attorney and client costs incurred in addition to the principal amount, interest, fines and penalties owing by him.

## **8 RESIGNATION AND EXPULSION OF MEMBERS**

- 8.1 Any member may resign from the Club by giving not less than thirty day's written notice to the Secretary **provided** that such resignation shall not take effect:
- 8.1.1 before and until all moneys owed to the Club by such a member have been paid; and
  - 8.1.2 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 Club; and
  - 8.1.3 deregistration of any animal of which the member at the time of resignation is still the owner of as at time of the resignation.
- 8.2 On resignation of a member, such member, once complied with the provisions of clause 8.1, shall be entitled to apply to the Council for a copy of the information held by the Registering Authority of the Club regarding the animals registered to the member at the time of registration.
- 8.3 Council may expel, and/or terminate its services to any member who –
- 8.3.1 despite due notice and demand directed to him by the Secretary continues to remain in arrear for a period of more than 60 (sixty) days in respect of such fees or dues; or
  - 8.3.2 has acted in any manner which, **in the opinion of the Council**, is or may be prejudicial to the interests of the PinZyl Breed, the Club or any of its members; or
  - 8.3.3 attempted to bribe any appointed official of the Club, service provider, Registering Authority or Department, including the Registrar;
  - 8.3.4 has intentionally or for personal gain, submitted incorrect and/or faulty information to the Club, Registering Authority or any of its officials, a show

judge or show official or the misrepresentation of any animal, irrespective of the animal's physical traits or BLUP information.

8.3.5 has infringed any provision of the Constitution; or

8.3.6 has been found guilty of an offence under the Act or any other criminal offence; or

8.3.7 ceases to comply with the requirements of ordinary membership as laid down in clause 6.2.1.

**PROVIDED** that the Council shall have the right and be obliged to reasonably investigate the allegations to the conduct of any Member, including the request and inspection of documents, consultations with persons and other entities or representatives, which investigation shall be discreet, respectful and without bias.

**PROVIDED** further that the rules of evidence as established by the courts shall not be applicable to such investigations, nor shall any member have any right of recovery against the Council, the complainant or any person or legal entity providing information for any damages including alleged defamation and/or any other losses which might have occurred caused by the process so followed by the Council.

**PROVIDED** that no proceedings of expulsion shall be initiated against any member of the Club, unless the Secretary has at least thirty days prior to the date of the Council meeting at which such expulsion is to be dealt with, directed a letter to such member notifying him 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.

**PROVIDED** further, that it shall be the responsibility and obligation of the Secretary to proof delivery of the notices herein to the member.

- 8.3.8 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. If services to the member have been suspended, the notification will explain the conditions and period of suspension. After distribution, the Secretary shall notify the members of the Club of the expulsion and/or suspension of the member in writing.
- 8.3.9 Upon due expulsion of a member, the Council may at its discretion direct the Secretary forthwith to remove from the Herd Book and any other registers or records of the Club, the name of the member so expelled, and to apply to the Registering Authority 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. The expelled member shall forthwith, upon request by the Secretary and if applicable, deliver to the Club registration certificates in respect of animals bred and/or owned by him at the date of his expulsion.
- 8.3.10 From the date of his expulsion no transfer of an animal bred by the expelled member shall be registered in his name, no notification of birth shall be accepted from him, and he shall be notified accordingly.
- 8.3.11 A person who, for whatever reason, has ceased to be a member of the Club may thereafter again be admitted to membership, upon due application made in terms of clause 6.4.
- 8.3.12 Animals deregistered in terms of the provisions of this clause, could be re-registered by another Member if transfer of ownership on application to the Council by the new owner, which application should include proof of ownership and lineage. In such instance, such animals shall be inspected by an Inspector appointed by the Club, for the cost of the new owner. The new owner shall be obliged to pay the reregistration cost.

## **9 REGISTER OF MEMBERS**

- 9.1 The Club shall keep a register of all members reflecting all the information as determined by the Council from time to time, which could include but is not limited

to the date of their admission to membership, and all nominated information necessary to communicate with such member, including but not limited to physical, voice and electronic addresses.

- 9.2 It is the sole responsibility of every member to communicate in writing to the Secretary any change(s) in the nominated information of the member so held by the Club.
- 9.3 All notices, correspondence and/or publications directed to the nominated address of the member shall be considered as duly delivered and received by such member.
- 9.4 Communications directed to members, with proof of receipt report shall be binding.
- 9.5 The Secretary shall submit to the Registering Authority and/or Service Provider of the Club such information as it may require concerning admissions to membership, terminations of membership (for whatever reason), and the nominated contact detail including addresses of members.

## **10 COUNCIL**

### **10.1 ELEGIBILITY**

- 10.1.1 All active members in good standing (or their authorised representatives in respect of legal entities) are entitled to be nominated for election to the Council.
- 10.1.2 A member's right to be nominated or to nominate or second a nominee, will automatically be suspended if at the time of such nomination the member is not active or in good standing in terms of this constitution.
- 10.1.3 Members who nominate fellow members for election to Council must have the prior consent of the nominated member, and be able to motivate the nomination as to the background, relevant experience and/or

qualifications of the nominee to support and execute the duties of the Council.

## 10.2 ELECTION OF COUNCIL

Three to a maximum of five members shall be elected by ballot from amongst the members present and entitled to vote at the Annual General Meeting or a Special General Meeting called for this purpose and shall hold office for a term of two years. At the ensuing Annual General Meeting one, or in the event of five members, three members, as determined by the drawing of lots, shall retire. Thereafter, at each Annual General Meeting the three members longest in office shall retire. Retiring members shall be eligible for re-election.

## 10.3 ELECTION OF PRESIDENT, VICE-PRESIDENT AND TREASURER

10.3.1 The President, Vice-President and Treasurer shall be elected from and by the newly elected Council. The President and Vice-President are elected for a period of two years and can be re-elected for a further period of two years where after they have to stand down for two years.

10.3.2 If re-election after two years extends beyond the terms of election stated in the provisions of clause 10.3.1, the election as President or Vice President is accepted for the period elected in these positions. The Treasurer is elected for two years where after he can be re-elected.

10.3.3 After a President has served for four years and have to stand down according to the provisions of clause 10.3.1 and 10.3.2, he stays on Council for one year as *ex-officio* President in an advisory capacity with no right to vote.

10.3.4 The President, Vice-President and Treasurer will form the **Executive Committee** to deal with urgent matters:

**PROVIDED** that all actions or decisions of the Executive Committee must be approved and confirmed at the ensuing Council meeting Executive Committee.

10.3.5 A member elected as President or Vice-President shall be eligible for re-election as such, provided that his successive years in that office shall not exceed three, separated by breaks of not less than one year each.

10.3.6 In the event of the death, expulsion or resignation of the President, the Vice-President shall act as President until the next Annual General Meeting of the Club.

10.3.7 The President shall allocate a portfolio to each other council member, including the Vice-President, amongst others Finance, Technical (including inspections), Marketing and Shows or others as per the President's discretion.

#### 10.4 **ADDITIONAL COUNCIL MEMBERS**

In addition to the five elected members of Council, the following persons may also serve on Council in an advisory capacity and are also entitled to attend any General Meeting, but without the right to vote at any such Council or General Meeting:

10.4.1 Any member co-opted by Council to assist in a specific need or for a specific project.

10.4.2 Any person with specific expertise contracted by Council from time to time to assist Council with advise where needed in the interest of the Club and its members.

10.4.3 **The Secretary** or in his absence another senior member of the Club, will attend all meetings of the Club.

#### 10.5 **VACANCIES AND DISMISSALS FROM COUNCIL**

10.5.1 Should any member of the Council die, resign, be dismissed or cease to be a member of the Club, or be called upon to fill the office of President or Vice-President as provided for the constitution, the Council may appoint, by majority vote, another active member of the Club in good standing 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.

**PROVIDED** where no less than three elected members resign, at which date of last resignation the Council is to meet within seven days from that date to immediately and without delay call for a Special General Meeting, at which meeting all remaining Council members are obliged to resign, although they and the resigned members may be eligible for re-election, should they at the time of the Special General Meeting, be active members and in good standing.

10.5.2 In the event of the office of Vice-President becoming vacant before the expiration of the period for which such person was elected to the Council, the Council shall at its first ensuing meeting by secret ballot, elect another of its members as Vice-President whom shall, for the unexpired portion of that period fill the vacancy.

10.5.3 Members of Council absenting themselves from two consecutive meetings without prior leave or reason submitted, which reason is to be to the satisfaction of the majority of the members of council, shall vacate their seats by written resignation on demand from the President or Vice-President.

#### 10.6 **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 Club as given from time to time, have the power to do all such things it deems necessary or advisable in the interests of the Club and for the advancement and attainment of the Club's objectives and in particular, and without derogating from the generality of the above, shall have the power:

10.6.1 **RULES AND REGULATIONS** - to formulate, alter and rescind rules, guidelines and procedures (practical arrangements and rules flowing from the Constitution and regulations) for conducting the business and carrying out the objectives of the Club and to **propose** amendments to any clause or Regulations or pertaining to the Constitution, as may be



necessary from time to time for consideration by the members at the duly arranged meeting of the members;

- 10.6.2 To appoint or terminate the mandate of 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;
- 10.6.3 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 Club, 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 Club;
- 10.6.4 To open one or more banking accounts in the name of the Club, 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 Club;
- 10.6.5 To invest, or in any other manner deal with any moneys not immediately required for the purposes of the Club, 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 may only be invested with a financial institution as contemplated in section 1 of the Financial Institutions (Protection of Funds) Act, 2001, (Act No. 28 of 2001) and in securities listed on a licensed exchange as defined in the Financial Markets Act, 2012 (Act No. 19 of 2012);

- 10.6.6 To lend or borrow money for the purposes of the Club 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;
- 10.6.7 To purchase, hire, take on lease or acquire for the purpose of the Club, buildings, land, goods, chattels and effects; to sell, mortgage, pledge, let, alienate or otherwise dispose of any movable or immovable property belonging to the Club, and to apply the consideration arising there from in such a manner as it may consider to be to the best advantage of the Club;
- 10.6.8 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;
- 10.6.9 To prescribe to the qualifications of judges, inspectors and other courses and/or Council approved courses regarding the breed and its standards;
- 10.6.10 **SUB-COMMITTEES** to co-opt the services of any member of the Club 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 on approval of Council:

**PROVIDED** that sub-Committee Chairpersons shall be appointed from amongst elected council members. Such Chairpersons shall be required to determine the composition and terms of reference of these sub-committees, subject to the approval of the Council and provided that the President of the Club may, at his discretion, be an *ex officio* member of any sub-committee with full rights and privileges.

- 10.6.11 **INSPECTORS** to facilitate and arrange the training of Inspectors for the examination of animals for the purpose of fulfilling the objectives of the Club;
- 10.6.12 And right to appoint or discharge inspectors for the examination of animals submitted for registration or recording, and for such other purposes as members of the Club may require the service of such inspectors and to give such inspectors instructions, guidelines and powers in regard to their duties for the purposes of ensuring that the objectives of the Club are carried out;
- 10.6.13 To order an investigation by inspectors of the Club 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 Club;
- 10.6.14 To ensure and oversee that Inspectors do not inspect their own animals or animals in which they have a vested interest in;
- 10.6.15 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, including but not limited to the Secretary;
- 10.6.16 To convene a general or any other meeting of the Club, either in compliance with a special request thereto made in accordance with the provisions of the Constitution or otherwise if it is deemed necessary;
- 10.6.17 To grant leave to absence to any member of Council or any official or employee of the Club, for such period and upon such terms as it may in each case determine;

- 10.6.18 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 Club;
- 10.6.19 To, from time to time, subject to the provisions of clause 7, adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary;
- 10.6.20 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 Club;
- 10.6.21 To pay all costs and charges in connection with the administration management of the affairs of the Club;
- 10.6.22 To receive and consider applications for membership and to accept, conditional or not, or refuse such applications at its discretion;
- 10.6.23 To collect and receive subscriptions, fees, donations, other dues and funds and to devote same towards the objectives of the Club and towards promoting the PinZ<sup>2</sup>yl breed;
- 10.6.24 To investigate disputes arising out of the application of the Constitution, rules and By-laws by nominating one of the members to attend to any dispute provided for in this constitution, consider the recommendation and act accordingly;
- 10.6.25 To formulate and propose to the AGM or Special General Meeting for approval by the members to frame, alter and rescind rules and regulations for conducting the business and carrying out the objectives of the Club, or to propose the amendment of any schedule pertaining to the Constitution as may be deemed necessary from time to time, and to investigate disputes arising from the application of the Constitution and to give decisions in regard thereto;

- 10.6.26 To organise and promote sales, either by public auction or private treaty and for such purposes to appoint auctioneers and agents as well as ensuring that all PinZ<sup>2</sup>yl auctions will be conducted in accordance with the rules and regulations as determined by the Council from time to time;
- 10.6.27 To elect and/or nominate a person or persons to represent the Club on any committee, body or organization as may be necessary;
- 10.6.28 For the better and more convenient carrying on and fulfilment of the business of the Club 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 Club;
- 10.6.29 To cancel membership of any person or suspend the rendering of services to a member in accordance with clause 8, to expel or suspend any member who conducts himself in a manner detrimental to the Club, or fails to comply with the rules and regulations, without refund of membership fee.;
- 10.6.30 In accordance with clause 7.3 to refuse inspection, registration and other work for members whose accounts are overdue;
- 10.6.31 To draw up and propose a "standard of excellence" and to lay down minimum production and other standards namely the "Minimum Breed Standards" for approval at a General Meeting by which, amongst others:
- 10.6.31.1 Animals shall be inspected by inspectors;
- 10.6.31.2 applications for importation of Animals, semen and embryo's shall be recommended;
- 10.6.31.3 semen and embryo donors shall be approved for embryo transfer purposes; and

10.6.31.4 bulls shall be recommended for approval for the sale of semen in terms of the Act; and

10.6.32 Generally, to perform all such acts as may be necessary for the welfare of the Club 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.

## 11 MEETINGS

### 11.1 EXECUTIVE COMMITTEE MEETINGS

The Executive Committee shall meet when necessary, in order to carry out the duties delegated to it by Council: **Provided** that all decisions taken by the Executive Committee are subject to approval by Council at its ensuing meeting.

### 11.2 COUNCIL MEETINGS

11.2.1 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 (or in his absence by the Vice-President)

**PROVIDED** that not less than two Council Meetings shall be held in each financial year.

#### 11.2.2 **A Special Council Meeting –**

11.2.2.1 May be called by the President (or in his absence by the Vice-President) at such time and place as such office-bearer may decide, or

11.2.2.2 Shall be called upon a request signed and addressed to the Secretary, by not less than three members of the Council stating the reasons for such meeting.

11.2.3 Not less than seven days prior to the holding of a Council meeting, written notice of the time, date, place and agenda/points for discussion/purpose

of such meeting shall be directed by the Secretary to each member of the Council.

- 11.2.4 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 fourteen 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.

- 11.2.5 **SUB-COMMITTEE MEMBERS** - Any persons who have been appointed or elected by the Council to serve on a sub-committee advisory capacity, provided that the participation at the Council meeting shall be limited to the course and scope of the sub-committee on which they serve, for the duration as appointed or elected.

- 11.2.6 **THE SECRETARY** - There shall be a secretary to the Club who may attend all meetings of the Club and have the right to participate in any discussions at such meetings, but shall not have the right to vote on any question or resolution at such meetings.

- 11.2.7 Any active member in good standing, has the right to observe the Council meeting.

- 11.2.8 The agenda and minutes of the Council shall not constitute official reports to which a member has an automatic right to.

### 11.3 **GENERAL MEETINGS**

- 11.3.1 A General Meeting of the Club to be known as the Annual General Meeting (AGM) shall be held once a year at such time and place as may be determined by the Council

**PROVIDED** that this Annual General Meeting shall not be held later than three months after the end of the previous Financial Year, which ends on **28 February** of each year.

11.3.2 At such Annual General Meeting:

11.3.2.1 The Council shall submit an annual report, together with a duly audited balance sheet and statement of the financial affairs of the Club as at the end of the previous financial year; and

11.3.2.2 The Meeting shall transact any other business which under this Constitution is required to be transacted at the Annual General Meeting; and

11.3.2.3 The Meeting shall consider any other matter for which due notice has been given in terms of the constitution.

11.3.3 A Special General Meeting of the Club may at any time upon thirty days written notice to members, be called either:

11.3.3.1 By the Council; or

11.3.3.2 By the President (or in his absence by the Vice-President); or

11.3.3.3 by not less than 25% (twenty five percent) of the members of the Club, upon a written request signed and addressed to the Secretary, stating the business to be transacted at such meeting.

**PROVIDED** that only the items listed in the request, shall be dealt with during this meeting.

11.3.4 Not less than sixty days prior to the holding of the Annual General Meeting a preliminary notice of the time, date and place of the meeting.



- 11.3.5 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 forty days prior to the holding of the meeting.
- 11.3.6 Not less than thirty 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 distributed to each member of the Club.
- 11.3.7 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.
- 11.3.8 Any general meeting may be adjourned by two-thirds majority of the members present thereat and entitled to vote.

#### 11.4 **CHAIRPERSON**

The President, Vice-President or the longest serving council member, in this order, shall preside at all meetings and should any of 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 resignation for whatever reason or death of the President, the Vice-President shall act as President until the procedure provided in clause 10.5 of the Constitution, have been implemented.

#### 11.5 **VOTING PROCEDURES**

- 11.5.1 All matters submitted to any meeting shall, save as is otherwise provided, be decided by the votes of the majority of those members present and entitled to vote.

11.5.2 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.

11.5.3 Subject to the specific prescriptive provisions of this constitution, voting at meetings shall be by show of hands, unless voting by ballot is demanded by two-thirds of the members present and entitled to vote in which event voting shall be by secret ballot.

#### 11.6 **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.

#### 11.7 **QUORUMS**

11.7.1 25% (twenty percent) of the Club's members personally present at the commencement of any General Meeting (annual or special) **and** entitled to vote shall form a quorum for such meeting.

11.7.2 Three Council Members personally present at any Council meeting **and** entitled to vote shall form a quorum for such a Council meeting.

11.7.3 If at any meeting a quorum is not present, the meeting shall stand adjourned for a period of one hour, and should no quorum be present at such time, the meeting stand to be adjourned to a time (not being less than 14 (fourteen) days and not more than 30 (thirty) days thereafter) and place determined by the members actually present **and** entitled to vote, and at such an adjourned meeting the members present shall form a quorum:

**PROVIDED** that any meeting at which the President, Vice-President and all other council members are present shall, if there is no quorum, stand adjourned for half an hour. 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 after dealing with such urgent business to adjourn to a time, date and place as herein provided.

- 11.7.4 When a meeting has been thus adjourned, a notice shall be directed to all relevant members within two days after the adjournment, in which shall be stated the time, date and place to which the meeting has been adjourned and the reason for the adjournment.

## 11.8 MINUTES OF MEETINGS

- 11.8.1 A copy of the draft minutes of any General Meeting (annual or special) shall be supplied to each member of the Club within ninety days after the meeting has been adjourned.
- 11.8.2 Copies of the draft minutes of Council and other sub-committees shall be supplied to all persons serving on the Council or committee concerned within fourteen days after the meeting. Members are not entitled thereto, irrespective of whether such member has observed the meeting.
- 11.8.4 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.

**PROVIDED** that 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.

11.8.5 A copy of the approved minutes of the Annual General Meeting shall be submitted to the Registrar as prescribed.

11.8.6 In good governance and record keeping, all meetings of the Club shall be electronically recorded, which recordings shall be electronically stored in perpetuity although members shall not have the right to access such recordings.

## 12. FINANCIAL PROVISIONS

12.1 Council shall cause one or more banking accounts to be opened in the name of the Club and any amounts accruing to the Club, shall be deposited in such banking account or accounts as the Council may direct.

12.2 All payments from the funds of the Club shall be affected by the Secretary by means of Electronic Funds Transfer (EFT), with written authorization from the President and at least two council members subsequent to prior approval by a Council meeting.

12.3 Council shall cause proper books of account of income and expenditure to be kept in respect of the Club. All accounts shall be audited from time to time but not less than once every year by an auditor or auditors appointed by Council, prior to the Annual General Meeting, which audited financial statements shall be presented to the Annual General Meeting.

12.4 All the property of the Club shall be vested in the Council and the Council shall maintain an Asset Register for the purpose of recording and managing the assets of the Club.

12.5 The income and property of the Club, from whatever source derived, including profits or gains, shall be applied solely to the promotion and furtherance of the objectives of the Club, 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 Club:

**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 Club.

12.6 The Club's financial year shall commence on first day of March of each year and end on the twenty-eight day of February of the next year.

12.7 Funds available for investment must be invested with registered financial institutions as defined in section 1 of the Financial Institution (Protection of Funds) Act, Act 27 of 2001 and securities listed on a licensed stock exchange in the Stock Exchanges Control Act, Act 40 of 2001, in a guaranteed, low risk fund.

### 13. **AFFILIATIONS**

The Club shall:

13.1 in accordance with the Act, affiliate with a registered Registering Authority (currently the Association) and which affiliation may only be changed through an amendment of the Constitution of the Club and subsequent approval by the Registrar; and

13.2 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, Club or organization having aims and objectives kindred to those of the Club.

### 14. **OFFICE OF THE CLUB**

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

### 15. **EMPLOYEES OF THE CLUB**

No employee of the Club 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.

**16. DELEGATION OF POWERS**

Notwithstanding anything to the contrary in the Constitution, any member may under power of attorney also known as proxy, 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 Club 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.

**17. DISSOLUTION OF THE CLUB**

If, upon the winding-up liquidation or dissolution of the Club 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 Club, but shall be given or transferred to such other institution or institutions having objectives similar to those of the Club as may be determined by a majority decision of a general meeting of the Club and which is itself exempt from income tax in terms of section 10(1)(cB)(i)(ff) of the Income Tax Act.

**18. AMENDMENTS TO THE CONSTITUTION**

18.1 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 an Annual-or Special General Meeting of the Club, of which meeting and of which proposed addition to, alteration, variation or amendment of the Constitution, has been given to each member of the Club with the notice of the meeting as determined in clause 10.3 above.

18.2 In terms of Section 12 of the Act, any additions or amendments to the Constitution must be submitted to the Registrar within thirty days after such additions or amendments have been approved by the General Meeting.

18.3 Should the Registrar deem any additions or amendments to be incompatible with the Act, he must notify the Club in writing thereof within thirty days after receiving it, in which case such additions or amendments shall be invalid.

18.4 If no objection is received from the Registrar, any additions or amendments to the Constitution only take effect after the thirty days meant in 18.3 have expired.

18.5 The conditions mentioned in 18.4 having been met, any additions or amendments to the Constitution must be submitted by the Club to the Registering Authority, Association and the Commissioner of the South African Revenue Service.

## **19. AUTHENTIC VERSION OF CONSTITUTION**

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

**GENERAL REGULATIONS APPLICABLE TO THE  
PINZ<sup>2</sup>YL CATTLE BREEDERS CLUB  
OF SOUTH AFRICA**



**1. PURPOSE AND GENERAL BREED OBJECTIVES**

The purpose of these Regulations is to regulate the operational activities of members as breeders, sellers and purchasers of PinZ<sup>2</sup>yl cattle 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.

The PinZ<sup>2</sup>yl cattle breed is being bred from an SP Pinzgauer sire and SP Nguni dam or from an SP Pinzgauer dam and an SP Nguni sire. The breeding objective is to create a breed with all the adaptability and hardiness of the indigenous Nguni breed and the improved meat and milk traits of the Pinzgauer. The PinZ<sup>2</sup>yl is a fertile African breed adapted to produce meat and milk with minimum maintenance cost. The PinZ<sup>2</sup>yl feature hides with any combination of colors and patterns of the Nguni as well as Pinzgauer.

The female must have the ability to wean a calf, acceptable to the feedlot. The same animal must also have the ability to produce healthy, grass fed beef.

For all PinZ<sup>2</sup>yl animals that qualify for F1, F2, F3 or F4, the general regulations of the Club must be consulted.

**2. HERD BOOK**



## 2.1 **General**

- 2.1.1 The registration system of the Club shall consist of the PinZ<sup>2</sup>yl Herd Book, be it computerized or in any other form. The Herd Book shall be divided into three main sections, namely the development Register, Appendix Section and Studbook Proper Section (SP), which shall be maintained and operated by the Registration Authority appointed by the Club's Registering Authority in terms of the Act.
- 2.1.2 The Club may, with the approval of and under control of the Registration Authority, publish the Herd Book in which the registrations that are subject to these Regulations, appear.
- 2.1.3 All breeding Sires must be inspected and DNA profiled.
- 2.1.4 Production recording data is compulsory for registration in Appendix B and the Stud Book Proper (SP).

## 2.2 **DEVELOPMENT REGISTER**

- 2.1.1 Inspection by an Inspector appointed by the Council, will be a pre-requisite for registration in the development Register. Requirements for registration in the Development Register may change, as breed numbers increase.
- 2.1.2 Should a breeder choose to apply multi-sire mating, it is compulsory to determine the sire by means of DNA-typing for registration of progeny.

### **2.2.1 F1**

- 2.2.1.1 The progeny of a registered Nguni female and an SP or Herdbook appendix B registered Pinzgauer bull, may be registered as F1.

2.2.1.2 The progeny of an SP or Herdbook B registered Pinzgauer female and an SP registered Nguni bull, may be registered as F1.

**2.2.2 F2**

2.2.2.1 Progeny from F1 x F1, F2 x F1, F3 x F1, F4 x F1 PinZ<sup>2</sup>yl animals may be registered as F2 animals.

**2.2.3 F3**

2.2.3.1 Progeny from F2 x F2, F3 x F2 and F4 x F2 PinZ<sup>2</sup>yl animals may be registered as F3 animals.

**2.2.4 F4**

2.2.4.1 Progeny from F3 x F3, F4 x F3 and F4 x F4 may be registered as F4 animals.

**2.2.5 UPGRADING FROM DEVELOPMENTAL REGISTER TO HERD BOOK**

2.2.5.1 On recognizing and registering of an established (developed) breed, the developmental register shall change from the F rating to an appendix and SP system.

2.2.5.2 All F1 and F2 animals shall be classified as Appendix A animals;

2.2.5.3 All F3 animals shall be classified as Appendix B animals; and

2.2.5.4 All F4 animals shall be classified as Studbook Proper (SP)

## 2.3 HERD BOOK

2.3.1 The Herd Book to be known as the PinZ<sup>2</sup>yl Herd Book, will consist of:

2.3.1.1 Appendix Division; and

2.3.1.2 Stud Book Proper (SP)

2.3.2 Effective from a date to be advised, which will be after promulgation, the following upgrading and Stud Book proper system will apply:

2.3.2.1 Only female progeny of SP Nguni x SP Pinzgauer or SP Pinzgauer x SP Nguni will be regarded as First Acceptance (FR)

2.3.2.1 Female FR x A, B, SP → Appendix A

2.3.2.2 A x A, B, SP → Appendix B

2.3.2.3 B x B, SP → SP (Studbook Proper)

**PROVIDED** that such animals shall comply with all registration requirements in terms of the Club's Constitution and the Registration Authority; and

**PROVIDED** that such animals conform to the PinZ<sup>2</sup>yl Herd Book and Breed Standards as defined in the Constitution; and

**PROVIDED** that an inspection by an Inspector appointed by the Council, will be a pre-requisite for registration in all the Appendixes and Stud Book Proper.

## 2.4 APPENDIX DIVISION

### 2.4.1 APPENDIX A

Female animals older than twelve months exhibiting all the true phenotypic characteristics of a PinZ<sup>2</sup>yl, as may be determined by the Council from time to time, will be eligible for registration in Appendix A of

the Herd Book, with the approval of the Council.

#### 2.4.2 **APPENDIX B**

2.4.2.1 The female progeny born from the mating of a Stud Book Proper (SP) PinZ<sup>2</sup>yl bull and an Appendix A female animal that exhibit the true phenotypic characteristics of a PinZ<sup>2</sup>yl and meet the performance and other requirements, as may be determined by the Council from time to time, will be eligible for registration in Appendix B of the Herd Book, with the approval of the Council.

2.4.2.2 The male progeny born from the mating of a Stud Book Proper (SP) PinZ<sup>2</sup>yl bull and an Appendix A female animal that exhibit the true phenotypic characteristics of a PinZ<sup>2</sup>yl, and meet the performance and other requirements, as may be determined by the Council from time to time, will be eligible for registration in Appendix B of the Herd Book, with the approval of the Council.

2.4.2.3 Appendix B bulls shall not be used as stud bulls for the breeding of PinZ<sup>2</sup>yl animals (refer 2.5 below). Appendix B bulls may participate in Phase C and D production recording. Appendix B bulls may be used as commercial bulls.

#### 2.5 **STUDBOOK PROPER (SP)**

2.5.1 The male and female progeny born from the mating of a Stud Book Proper (SP) PinZ<sup>2</sup>yl bull and an Appendix B female animal that meet the performance and other requirements, as may be determined by the Council from time to time, will be eligible for registration in the Stud Book Proper (SP), with the approval of the Council.

2.5.2 The male and female progeny born from the mating of a Stud Book Proper (SP) bull and Stud Book Proper (SP) female animal that meet the performance and other requirements, as may be determined by the Council from time to time, will be eligible for registration in

the Studbook Proper (SP), with the approval of the Council.

2.5.3 Production recording data is compulsory for registration in the Stud Book Proper (SP).

2.5.4 As a transition period until sufficient number of SP bulls are available, F3 bulls may be used in lieu of SP bulls as if SP.

### 3. **PRODUCTION RECORDING**

Participation in the Production Recording is prescribed by the Club and compulsory to all its members and PinZ<sup>2</sup>yl breeders, hence required membership to the Registration. No animal will be registered without Phase A and B recording, which is compulsory. Phase C and D recording is optional. While data recording of cow weight at birth and weaning of the calf is highly recommended, the following data recordings of calf weight are compulsory whilst owned by a stud breeder and member:

- 3.1 Birth
- 3.2 Weaning
- 3.3 12 months
- 3.4 18 months

### 4. **PUBLISHING OF HERD BOOK**

- 4.1 The Herd Book may when deemed necessary by Council or on request by the Club, be published by the Registering Authority on behalf of the Club.
- 4.2 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.

### 5. **PREFIX AND HERD DESIGNATION MARK**

- 5.1 No animal shall be accepted for birth notification and registration unless the breeder has requested the Club beforehand to register on his behalf, through the Registration Authority, a **prefix** (herd name) for his exclusive use at the organization appointed by the Department to manage the INTERGIS. **A herd**

**designation mark** (herd short description or initials) by which such animals shall be identified must furthermore be registered with the Club by which such animals shall be identified.

- 5.2 No prefix shall exceed eighteen characters, and the name of a city, town or post office in the RSA shall not be accepted for registration as a prefix.
- 5.3 The herd designation mark registered with the Club and recorded by the Registered Authority 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.
- 5.4 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 may be prescribed from time to time by Council or by the Registration Authority.
- 5.5 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 Bye-laws to the Constitution of the Registration Authority.

## **6. IDENTIFICATION**

- 6.1 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, beginning with 1 for the first calf each year, 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 Registration Authority.
- 6.2 Branding and tattooing shall be the Club'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 Registration Authority.
- 6.3 Every calf must be branded before the age of twelve months [eight months in

weaner production] with the Herd Designation Mark followed by the year number to indicate the year of birth and the sequence number corresponding with the ear tattoo and ear tag in terms of this regulation.

- 6.4 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:

Herd designation mark (**BB in the example**); Sequence Number (beginning with 1 for the first calf each year) (**10 in the example**); and Year number (only last two digits to identify the year) (**2019 in the example**) or

Herd designation mark (**BB in the example**); Sequence Number (beginning with 1 for the first calf each year) (**19 in the example**); and Year number (only last two digits to identify the year) (**2010 in the example**) or



- 6.5 The breeder must elect and advise the Secretary of the Club in writing to the sequence of branding, whereupon such breeders shall be obliged to keep and adhere to the election.
- 6.6 The above protocol is different from the previous protocol where it was compulsory that the year of birth was the second data field and the sequence number last. This new protocol will assist in branding the number lower down the leg in order to cause less damage to the quality of the hide.

- 6.7 Animals branded according to the previous protocol before 19 June 2021 is accepted and stay as is.
- 6.8 Tattooing shall be done in the ear and according to the layout of the breeder's choice but preferably in the order of Herd designation number, year number and sequence number (**BB16-3 in the example**).



- 6.9 Ear notching is no longer acceptable as identification marking.
- 6.10 In addition, if desired, ear tagging (visual and/or electronic chip/RFID) may also be used for herd management purposes.
- 6.11 Every calf must be identified by the breeder within thirty days of birth.
- 6.12 The year number shall consist of two characters (numbers) indicating the year of birth.
- 6.13 The birth sequence number shall not exceed four characters.
- 6.14 Every calf must be tattooed before the age of six months and must be branded (hot or cold) before inspection, with its own unique allocated identification, consisting of the herd designation mark, the birth sequence number and the



year number to indicate the year of birth. The optional ear tag number shall correspond with these permanent identification markings.

- 6.15 In the event of a calf younger than six months leaving the breeder's possession, such calf shall be tattooed by the breeder and, when at the appropriate age, branded by the then owner with the sequence numbers and year number of the animal, but not the herd designation mark of the breeder.
- 6.16 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 Registering Authority is also updated in the case where the identification markings changed from the original, for example in the case of correction of number duplications.
- 6.17 Save for the possible compulsory branding of animals as regulated by legislation or the branding of animals as instructed in the Constitution of the Club as the official method of identification of PinZ<sup>2</sup>yl to be registered in the Herd Book with the Registering Authority, 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 an official Growth test station following performance testing and breed certification branding, as may be determined from time to time by the Club.
- 6.18 Subject to the requirements as prescribed in clause 6.15 no animal shall be transferred unless clearly marked.

## **7. NAMES**

- 7.1 In addition to the identification marks referred to in Clause 6, 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.

- 7.2 The name shall include the prefix registered to and for exclusive of the breeder, and exclusive of the prefix, shall not exceed 20 (twenty) characters.
- 7.3 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.

## **8. NOTIFICATION OF BIRTHS**

- 8.1 The breeder of an animal born from a registered dam or one eligible for registration shall notify the Registering Authority within sixty days of its birth, including births within the last trimester of pregnancy, 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 7 of the Constitution.
- 8.2 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.
- 8.3 All birth notifications shall be notified in the format as approved by the Registration Authority and record thereof shall be kept by the breeder concerned for inspection at all reasonable times by officers of the Club.
- 8.4 In the event of multiple births, the breeder shall in addition to the particulars ordinarily required, also record with the birth notification the number and sex of the other twin, triplets, et cetera, as the case may be.
- 8.5 Records shall be kept by the Registration Authority 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 Club.

8.6 The pedigree, breeding particulars and identification marks of the animal described with the Birth Notification must be correct, and all the requirements of the Constitution of the Registration Authority and the Act relating to birth notifications, must be complied with.

8.7 The birth notification shall contain a declaration in the following terms:

*"I declare that the pedigree, breeding particulars and identification marks of the animals described herein are correct, and that all the requirements of the Constitution and the Act relating to birth notifications and registrations have been complied with."*

8.8 The birth notification shall also be accompanied, in the case of an animal imported *in utero*, by the necessary certificates, including DNA certificates or any other scientifically proven method, of both the sire and dam, endorsed by the Herd Book Club (or body recognized by the Club and the Registration Authority) in the country of origin, to the effect that –

8.8.1 the identity of the sire, as indicated by the said documents, is correct; and

8.8.2 that the sire conforms to the minimum performance and other requirements as may be determined by the Council.

8.9 No birth notification will be processed for calves whose parents have not been inspected and passed.

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

9.1 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 Registration Authority have been complied with.

- 9.2 No birth notification shall be accepted for the purpose of registration unless it is endorsed "Begotten by AI".
- 9.3 Irrespective of the provisions of Clause 9.1, 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 twenty eight 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.
- 9.4 The Club reserves the right through its officers to supervise and/or inspect the keeping of records in connection with AI by its members.
- 9.5 The Club and the Registration Authority reserve the right to refuse to register the progeny resulting from AI should any of these rules not be fully adhered to.
- 9.6 Breeders resident in the Republic of South Africa who enjoy the privileges of registration of animals under the provisions of the Club's Registration Authority, may apply for registration of progeny begotten by AI, **PROVIDED** that:
- 9.6.1 the semen, if not collected from a bull owned by the breeder, is obtained from a source approved by the Club and registered as a semen donor according to the stipulations of the Act, and
- 9.6.2 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 Registration Authority, the Act and duly approved by the Club.
- 9.7 The Club confirms the right of breeders, subject to the provisions of the Act and the Constitution of the Registration Authority, 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 –
- 9.7.1 complete details of the ownership of the sire concerned have been

submitted to the Club;

9.7.2 the official DNA, or any other scientifically proven method, laboratory number of the sire has been submitted to the Club together with a negative test for the 1/29 chromosome translocation;

9.7.3 the collection and storage of the semen have been carried out in accordance with the requirements of the Act and the Registration Authority;

9.7.4 all requirements of the Constitution in respect of birth notifications and registrations are complied with, and

9.7.5 the sire must have a five-generation pedigree.

9.8 Semen collected from a registered bull, may only be sold to or used by a Breeder who is not the owner of the bull, if the bull has been approved by the Club as a semen donor, whereafter the Club shall apply to the Registrar for the approval of the bull as a donor of genetic material in terms of Sections 7(4) and 8(1)(b)(ii) of the Act. Semen from such approved PinZ<sup>2</sup>yl bulls may be sold to stud breeders and the resulting progeny shall be eligible for Registration or Recording.

9.9 When a bull is sold that the owner has collected semen of, the seller is obliged to inform the buyer in writing of the number of semen dosages (straws) the seller will retain.

## 10. RULES GOVERNING EMBRYO TRANSFERS (ET)

10.1 All animals which have been begotten as a result of *in vivo* or *in vitro* derived embryo's shall be eligible for registration **PROVIDED** that –

10.1.1 both the male and the female animals which gave rise to the embryo concerned;

- 10.1.1.1 must have been approved by the Club and in the case of South African donor animals, must be registered as SP;
- 10.1.1.2 must conform to the Club's minimum production standards before and after flushing (see clause 11 of the regulations below).
- 10.1.2 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 Club within one hundred and twenty days of each embryo transfer –
  - 10.1.2.1 the certificates reflecting the official DNA laboratory numbers of the male and female animals that gave rise to the embryo concerned;
  - 10.1.2.2 the schedule O Form 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 have been complied with; and
  - 10.1.2.3 in the case of an animal begotten from an imported embryo, a certificate issued by a competent body, recognised by the Club and the RA, in the country of origin, stating the names, identification and registration numbers of the embryo and semen donors, the date and place of collection, the number of viable embryos collected, and the date exported;
  - 10.1.2.4 the two -Generation Pedigree of both the embryo and semen donors involved; and
  - 10.1.2.5 evidence that both the embryo and semen donors involved conform to the minimum production standards required through inspection as may be determined by Council from time to time;

- 10.1.3 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 Club (or body recognised by the Club and the RA) in the country of origin are submitted to the RA within thirty days of the arrival of the recipient dam in South Africa –
- 10.1.3.1 evidence of the service or insemination and flushing of the embryo donor;
  - 10.1.3.2 evidence of the transfer of the embryo concerned and date thereof to the relevant recipient dam;
  - 10.1.3.3 two-generation pedigrees of both donors;
  - 10.1.3.4 DNA Profiles of both donors; and
  - 10.1.3.5 evidence that both donors conform to the minimum breed and production standards required through inspection as may be determined by Council from time to time;
- 10.1.4 a birth notification in respect of an animal resulting from ET is submitted as referred to in Clause 8 of these regulations;
- 10.1.5 DNA confirmation of parentage in each instance is supplied, unless otherwise determined by the Club and the RA; and
- 10.1.6 all other requirements of the Constitution in respect of birth notifications, registrations, inspection and/or production are complied with.
- 10.2 The Club 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.

- 10.3 Breeders resident in the Territory 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 embryo's are obtained from a source approved by the Club and the Registration Authority, and provided further that the collection of embryo's, the handling thereof, the ino-vulation of the animals and the maintenance of records shall be effected in such a manner as may be duly approved by the Club from time to time.
- 10.4 The Club and the Registration Authority reserve the right to refuse to register the progeny resulting from ET should any of these rules not be fully adhered to.
- 10.5 Council shall have the right to limit the number of progeny from a donor female resulting from ET for registration.

## **11 GESTATION AND INTERCALVING PERIODS**

- 11.1 The accepted gestation period shall be two hundred and eighty seven days. The minimum acceptable gestation period shall be two hundred and sixty days, and the maximum period shall be three hundred and eight days.
- 11.2 The minimum period between the dates of birth of two successive calves out of one cow (inter calving period) shall be two hundred and seventy one days.
- 11.3 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.

## **12 CONFIRMATION OF PARENTAGE**

- 12.1 In order to confirm the parentage of an animal, the Club shall at any time have the right to insist on an approved parentage verification test of confirming parentage-
- 12.1.1 as a routine procedure, on a basis to be determined by the Registration Authority from time to time; and



12.1.2 in any case of doubt.

12.2 In respect of the DNA and any other scientifically proven method referred to in the clause 12.1.1 of these regulations, the breeder will be responsible for all costs of all parentage control tests.

12.3 In respect of the DNA and any other scientifically proven testing method referred to in Clause 12.1.2 the owner or the Club, as may be determined by Council, shall bear the costs of the testing, required.

### **13 REQUIREMENTS AND APPLICATION FOR REGISTRATION**

13.1 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 twelve months.

13.2 No animal, which does not comply with the Regulations and Breed Standards as stipulated in the Constitution, shall be eligible for registration.

13.3 Any animal of which the particulars supplied in the birth notification to the Registration Authority or accompanying certificates are open to question and may in the discretion of Council be debarred from registration.

13.4 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 8, and

13.4.1 both its parents; or

13.4.2 its dam, in the case of an animal imported *in utero* or resulting from imported semen;

have been registered by the Registering Authority.

13.5 The manner of application shall:

- 13.5.1 be laid down by the Registration Authority; and
- 13.5.2 be endorsed by the Club to the effect that all the requirements of the Constitution in respect of registration have been met.
- 13.6 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.
- 13.7 A pedigreed animal imported into the Territory shall be eligible for registration: Provided that the application for registration is accompanied by –
  - 13.7.1 a certificate of registration or an export certificate issued by a Herd Book Club (or body recognised by the Club and the RA) in the country of origin;
  - 13.7.2 evidence to the effect that the animal concerned conforms to the minimum breed standards, production and other requirements as may be determined from time to time by the Club;
  - 13.7.3 report of the inspector confirming that –
    - 13.7.3.1 the animal bears the permanent indelible identification marks as recorded on the registration or export certificate;
    - 13.7.3.2 the animal was sold and left the seller's possession on the date stated and that the animal was shipped and/or transported to the Territory on the date stated; and
    - 13.7.3.3 that the animal arrived on the applicant's farm on the date stated.
- 13.8 Registration certificates shall be issued by the Registration Authority in respect of

imported animals.

13.9 Animals resulting from the inovation of imported ova in respect of which Clause 10 of the regulations of and all other provisions of the Constitution have been complied with, shall be eligible for registration: **PROVIDED** that such imported embryo's –

13.9.1 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 Registration Authority; and

13.9.2 If fertilized, shall have been fertilized with the semen of a sire which likewise complies with the above-mentioned minimum requirements.

## **14 INSPECTION AND PERFORMANCE (PRODUCTION) REQUIREMENTS**

### **14.1 Minimum Breed and Production Standards**

Minimum breed and production standards (Annexure A), as prerequisites for registration, shall be recommended by Council from time to time to be confirmed at a General Meeting.

### **14.2 No female animal will be sold on a sale under the auspices of the PinZ<sup>2</sup>yl Club that:**

14.2.1 Has not calved before thirty nine months of age; or

14.2.2 Has not been certified in calf by a veterinarian if older than thirty months;  
or

14.2.3 Has an inter-calving period that exceeds seven hundred and thirty days; or

14.2.4 Where used as embryo donor, has not calved naturally since her last embryo program or does not have a calf at foot.

The onus is on the breeders and buyers to do their own homework regarding fertility and quality when buying animals not sold under the auspices of the Club.

### **14.3 Growth stimulants**

No animal shall be accepted for registration if it has been treated with hormonal growth stimulants. Such practice shall be considered prejudicial to the interests of the Club.

### **14.4 Inspections and Duties of Inspectors**

14.4.1 In terms of Clause 10.6 of the Constitution, Council shall appoint inspectors to inspect all animals eligible for registration, upon application by the breeder concerned. All imported animals must be inspected upon the necessary arrangement between the owner and the Club.

14.4.2 The inspectors shall only inspect the animals on the inspection list provided by the breeder and shall satisfy themselves that the age, identification, and other details as appearing on the said application or certificate are correct and correspond with the animal offered for inspection. Furthermore, they shall satisfy themselves that the animal conforms in all respects to the minimum breed and production standards as determined by Council.

14.4.3 To confirm the execution of the inspection, the inspector or attending council member must send the signed inspection list to the Club. The inspector's inspector number issued by the RA, must appear on the inspection list to validate the inspection.

14.4.4 All animals must be inspected and approved between the age of twelve and thirty six months in order to be eligible for registration, except in the case of imported animals where no age limit shall apply. During an inspection all young bulls or heifers of the same age and same recording contemporary production group must be placed before the inspector simultaneously as a group. The inspectors are empowered to use their discretion in holding any particular animal over for inspection during their next visit in which case the maximum age referred to above shall not apply.

- 14.4.5 Inspectors acting on the instructions of Council may at any time, without previous notice, carry out a general inspection of any breeder's herd.
- 14.4.6 Any breeder dissatisfied with an inspector's decision may lodge an appeal to the Secretary within three weeks after the inspection. Such an appeal must be accompanied by a deposit of an amount as prescribed by Council from time to time. A board of appeal appointed by Council shall then re-inspect the animal or animals in question and, if the appeal is upheld, the relevant deposit shall be refunded less expenses incurred by Council.
- 14.4.7 Except in cases referred to in clause 14.4.5, timeous notice shall be given to breeders of an intended visit by an inspector.
- 14.4.8 Special inspections can only be carried out with permission of the Executive Committee: **PROVIDED** that inspectors are available and the applicant agrees to pay the fees in respect of special inspections as laid down by Council from time to time.
- 14.4.9 Inspectors may, in addition to the inspections referred to above, perform other duties with the approval of Council, including:
- 14.4.9.1 classification or grading of animals upon application by the breeder concerned at a fee determined by Council from time to time; and
  - 14.4.9.2 demonstrations and lectures at farmers' days or inspector's courses.
- 14.4.10 Inspectors employed by the Club may not accept instructions from members or non-members to negotiate the buying or selling of animals nor may they accept any commission arising from sales or purchases of

animals: **PROVIDED** that breeders who are appointed as inspectors shall not be subject to this rule.

14.4.11 No breeder shall act as an inspector of his own animals or own bred animals.

## **15 REGISTRATION CERTIFICATES**

### **15.1 ORIGINAL CERTIFICATES**

15.1.1 Registration certificates will be issued by the Registration Authority in the form as decided by the Club and the Registration Authority. Members can print these certificated as well as certificates of extended pedigrees, directly from the system of the Registration Authority.

15.1.2 The owner of an animal can request a printed registration certificate or five-generation export certificate in writing from the Registration Authority at a cost determined by the Registration Authority from time to time.

15.1.3 Registration data issued by the Registration Authority in respect of animals begotten by artificial insemination shall bear the letter "AI" behind the names of the animals appearing on any such data.

15.1.4 Registration data issued by the Registration Authority in respect of animals begotten by embryo transfer shall bear the letters "ET" behind the names of the animals appearing on any such data.

### **15.2 ALTERATIONS OR ADDITIONS TO REGISTRATION DATA**

15.2.1 Any alteration or addition to the essential registration information or particulars of any animal officially recorded by the Registration Authority or any endorsement or remark on printed certificates or advertisement material, shall be allowed without prior written consent from the Club.

15.2.2 Should such alteration and/or addition be found to have been made intentional and/or *mala fide* the Council may cancel such animal's

registration.

### 15.3 CANCELLATION OF BIRTHS OR REGISTRATION AND REINSTATEMENT OF ANIMALS

15.3.1 Council may direct the Secretary to apply to the Registration Authority for the cancellation of the registration of any animal which has –

15.3.1.1 been birth recorded or registered by mistake;

15.3.1.2 been birth recorded or registered on the strength of false or fraudulent information supplied by the owner;

15.3.1.3 been birth recorded or registered after the owner has failed to comply with any relevant Regulation of the Club, the Registration Authority or Service Provider of the Club; or

15.3.1.4 in the case of female animals which failed to meet minimum breed standards of the Club;  
And to notify the breeder or owner accordingly.

15.3.2 The Registration Authority must be informed within 60 (sixty) days of the cancellation and/or endorsement of an animal after its death, sale for slaughter, culling, castration, spaying or other circumstances changing the status of registered animals.

15.3.3 In the event of the cancellation of a animal, such an animal may be reinstated in the records of the Registration Authority only on recommendation of the Club; **PROVIDED** that the application for the reinstatement is made by the person who applied for the cancellation of the animal. The reinstatement of any such animal shall be effected upon payment of such a fee as may be determined by Council from time to time.

## 16 TRANSFER OF ANIMALS

16.1 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 an animal, and the relinquishment of any share in the ownership of such animal or bull (as the case may be).

16.2 Any seller who transfers sole ownership of an animal, or part ownership in an animal, shall within thirty days of the date of such transfer, notify

16.2.1 the Registering Authority of the animal concerned, and all the details of the transfer; and

16.2.2 the Club with the prescribed fee as prescribed by Clause 7 of the Constitution:

**Provided** that should such application be received by the Club more than thirty days, but within sixty days, or more than sixty days, but within ninety 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 Club more than ninety days after such transfer shall be accepted and dealt with by the Club subject to such fees as it may determine.

16.3 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.

16.4 If the animal to be transferred is:

16.4.1 a pregnant female, the seller shall together with the notification of the transfer, furnish the Registration Authority with information 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 information;

16.4.2 a recipient dam, the notification of transfer shall be accompanied by



the applicable information in compliance with Clause 7.

- 16.5 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 7 of the Constitution, Council may take such steps as it deems fit in order to effect the transfer.
- 16.6 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 Registration Authority.
- 16.7 In cases of transfer between spouses or as from parent to child, or child to parent (including children in law and grandchildren) whether by way of sale, donation or inheritance, only half the prescribed transfer fee shall be payable.

## **17 JOINT OWNERSHIP OF ANIMALS**

- 17.1 When an animal is transferred to joint owners, the full name and address of each joint owner shall be submitted to the Registration Authority.
- 17.2 The joint ownership and use of a bull are subject to the provision of the Act.
- 17.3 If one breeder makes a bull available to another breeder for a specific period, the Registration Authority must be informed by the owner in writing of the breeder involved, the full identification of the bull and the period involved.

## **18 REFUSAL OF APPLICATIONS**

- 18.1 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 (twenty eight) days, the Club shall request the Registration Authority to refuse registration unless the male parentage is confirmed by means of DNA parentage control test.
- 18.2 The Club may request the Registration Authority 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.

18.3 Whenever the Registration Authority has refused to accept applications from any person, the Club may, in addition, request the Registration Authority to cancel any or all previous entries made in the Herd Book on behalf of such person.

18.4 The Club shall not take any action under Clauses 18.2 and 18.3 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.

## **19 IMPORTATION AND EXPORTATION OF ANIMALS, SEMEN OR OVA**

19.1 Applications to import or export animals, semen or embryo's shall, in terms of the Act, be submitted in duplicate, on forms available from the Registrar, to the Club, together with the prescribed fee. The Club shall forward one copy together with its recommendation thereto, and the required documents reflecting the details referred to in Clause 19.2, to the Registration Authority and the Registrar.

19.2 Council shall determine minimum breed standards and other requirements for the importation and exportation of animals, semen and embryo's, and no such importation or exportation shall be recommended to the Registration Authority by the Club unless the said requirements are complied with.

19.3 Imported animals and animals resulting from the importation of semen or embryo's which comply with the minimum requirements referred to in Clause 12 and the requirements of the Constitution shall be eligible for registration.

**ANNEXURE A: MINIMUM BREED STANDARDS APPLICABLE TO THE  
PINZ<sup>2</sup>YL CATTLE BREEDERS CLUB  
OF SOUTH AFRICA**



**BREED STANDARDS**

The Council may direct the Club to reject or to cancel the registration or recording of a PinZ<sup>2</sup>yl animal that does not continue to comply with the following set of minimum standards, applicable as from 1 March 2020, with ad hoc exception for prescribed weights of animals presented for inspection born before 1 March 2020:

**1. Breed traits**

The animals must exhibit the typical characteristics of the breed.

**2. Type**

A medium frame type, dual purpose animal with good beef and milk characteristics. Animals must exhibit genuineness of gender with a good frame, length, width, capacity and balance.

**3. Colour pattern**

The colour pattern of the PinZ<sup>2</sup>yl is a combination of the traditional colour patterns of the Pinzgauer and the Nguni or any of the traditional colour pattern of the Pinzgauer

and/or Nguni. Proper pigmentation is essential, especially good pigmentation around the muzzle, eyes and ears which is an essential requirement.

#### 4. **Gender traits**

##### **4.1. Male animal**

Masculine with good overall muscle development, especially on the forearm, shoulder, eye-muscle and hindquarters. Excessive fat deposits on any part of the body are not acceptable. Well-developed and symmetrical testes.

##### **4.2. Female animal**

Feminine appearance, body profile wedge-shaped to the front. Not large, heavy, small or compact. No excessive fat deposits on any part of the body with a normal externally visible vulva. Female animals must have at least four teats (grounds for discrimination not necessarily disqualification). A heifer is to have at least four well developed teats. Cows are to exhibit a well-formed udder.

#### 5. **Reproduction**

5.1 A heifer must calve for the first time before or by 39 months of age.

5.2 A female animal that exceeds any ICP of 730 days will be automatically deregistered.

5.3 Bulls used for breeding must have a DNA profile.

#### 6. **Growth**

##### **6.1. Data recordings:**

Participation in the Production Recording services of the SA Stud Book and Animal Improvement Association is compulsory. While data recording of cow weight at birth and weaning of the calf is highly recommended, the following data recordings of calf weight are compulsory whist owned by a breeder or member:

6.1.1 Birth

6.1.2 Weaning

6.1.3 12 months

6.1.4 18 months

**6.2. Heifers:**

6.2.1 Animals with an average growth index lower than 90, calculated as the average of the weaning-, 12 month - and 18 month indexes, must be deregistered.

6.2.2 It is suggested that heifers be at least 12 months of age at presentation for inspection before mating.

**6.3. Bulls:**

6.3.1 Animals with an average growth index lower than 90, calculated as the average of the weaning-, 12 month - and 18 month indexes, must be deregistered.

6.3.2 In the event that bulls are Phase C or D tested, the minimum requirements are as follows:

6.3.2.1 Weaning, 12 month and 18 month Average Daily Gain (ADG) and Average Daily Gain per Day of Age (ADA) indexes of at least 90.

6.3.2.2 Bulls with 12 and 18 month ADG and ADA indexes of above 120 must be viewed with suspicion and there must be discrimination against bulls growing excessively, with poor muscular development.

6.3.2.3 Feed Conversion Ratio (FCR) of at least 90 (Phase C).

6.3.2.4 A Kleiber-ratio of at least 90 (Phase D).

6.3.2.5 PinZ<sup>2</sup>yl Phase C minimum entry weight of 190kg with a maximum weight of 250kg.

6.3.3 It is suggested and recommended that bulls be at least 24 months of age at presentation for inspection as muscling and testes can be more accurately assessed after puberty is reached. Phase C and D bulls is to be inspected at time of testing to comply with minimum breed standards for purposes of the test, and is again to be presented for inspection on 24 months of age.

6.3.4 PinZ<sup>2</sup>yl: Minimum Scrotal Circumference on date of inspection:

<b>Mass (kg)</b>	<b>Minimum Scrotal Circumference (mm)</b>
250 – 299	270
300 - 349	280
350 – 399	290
400 – 449	300
450 – 499	310
500 – 549	320
550 – more	330

## 7. **Visual Appraisal**

The emphasis is on the functional efficiency of the animal. The PinZ<sup>2</sup>yl must be functionally efficient animals without any genetic defect that may impact negatively on functionality. The following unwanted visual characteristics will be taken into consideration to the discretion of the Inspector at the time of the animal being presented for inspection. The Inspector will finally determine, depending on the degree thereof, whether a deviation is a discrimination or disqualification.

### 7.1. **Head**

- Undershot jaw

- Overshot jaw
- Skew muzzle
- Skew face

## **7.2. Front and hind legs**

- Split between hooves too wide
- Hooves curling inwards
- Outgrowing hooves
- Uneven length of hooves
- Sagging pasterns
- Absence of dewclaws
- Standing over at the knees
- Knock knees
- Bandy legs
- Pigeon toed or splayed
- Sickie or straight hocks

## **7.3. Shoulder**

- Loosely attached shoulder
- Wither extending far above the shoulders

## **7.4. Chest, back and mid-piece**

- Devils grip
- Hollow back
- Hunch back
- Scoliosis (laterally twisted spine)
- Narrow chested

## **7.5. Pelvis, rump and tail**

- Narrow pelvis (female)
- Flat, roofy or excessively sloping rump
- Very prominent root of tail
- Wry tail
- Congenital kink in upper third of tail

- Non flexible tip

### **7.6. Reproductive characteristics**

- Naval fold of bulls may not exceed 15cm
- Naval fold of females may not exceed 7cm
- Preputial prolapse
- Hypoplasia of testes or ovaries (uni- or bilateral)
- Forward pointing epididymii
- Epididymus absent
- Scrotal split may not exceed 2cm
- Torsion of scrotum may not exceed 45 degrees
- Cryptorchidism (partial or bilateral)
- Pendulous scrotum
- Infantile (under developed) vulva
- Poor udder shape
- More than four teats
- Congenital imbalance of udder
- Malformed teat

### **7.7. General**

- Frizzy or woolly summer coat
- Long haired coat
- Bulls with oxy or feminine appearance
- Heifers/cows with oxy or masculine appearance
- Pony type or extremely large frame type
- Poor muscling
- Double muscle
- Excessive muscling in females
- Ears too long or drooping
- Excessive dewlap
- Albino or poor pigmentation
- Aggressive or wild temperament
- Chronic bloaters



**8. Dehorning:**

Although dehorning of animals it is recommended, dehorning of animals is not compulsory and is to the absolute discretion of the breeder.