

**THE CONSTITUTION OF THE**



**BONSMARA  
SA**

**BONSMARA CATTLE BREEDERS' SOCIETY**

**OF SOUTH AFRICA**

with abbreviated name

**BONSMARA S. A.**

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1. **ANNEXURES**

- 1.1 **Annexure “A”**: the definitions as contained in the Act relevant to this Constitution;
- 1.2 **Annexure “B”**: General Bye-Laws;
- 1.3 **Annexure “C”**: Sales under the Auspices of the Society
- 1.4 **Annexure “D”**: Minimum Breed Standards;

## 2. INTERPRETATION

- 2.1 In this Constitution, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 2.1.1 "**Act**" means the Animal Improvement Act 62 of 1998 and includes the regulations made under the Act;
- 2.1.2 "**the Appendix**" means the appendix section which is one of the three main sections of the Herd Book;
- 2.1.3 "**Basic Register**" means the basic register which is one of the three main sections of the Herd Book;
- 2.1.4 "**Birth**" means the Birth of a Bonsmara calf;
- 2.1.5 "**Birth Recording**" means the procedure whereby the Birth of a Bonsmara is placed on the records of the Registering Authority;
- 2.1.6 "**Bonsmara**" means a bovine recorded/registered in the Herd Book and a reference to "*animal/s*", "*cattle*", "*calf/calves*", "*dam/s*", "*female/s*", "*bull/s*", "*male/s*", and "*sire/s*" shall be read to mean a reference to "*Bonsmara animal/s*", "*Bonsmara cattle*", "*Bonsmara calf/calves*", "*Bonsmara dam/s*", "*Bonsmara female/s*", "*Bonsmara bull/s*", "*Bonsmara male/s*", and "*Bonsmara sire/s*";
- 2.1.7 "**Breeder**" means a person who is a 'breeder' as defined in section 1 of the Act and who has been admitted as a member in terms of the provisions of clause 10 of this Constitution;
- 2.1.8 "**Breed Director/Manager**" means the employee of the Society who has been elected to serve on the Executive Committee as Breed Director/Manager;
- 2.1.9 "**Buyer**" means the person or persons to whom ownership/joint ownership of a Bonsmara animal is transferred by the Seller of such animal;

- 2.1.10            **“Connected Person”** means a ‘connected person’ as defined in section 1 of the Income Tax Act;
- 2.1.11            **"Constitution"** means the constitution of the Society (inclusive of the annexures thereto);
- 2.1.12            **"Council"** means the Council of the Society;
- 2.1.13            **'Department'** means the Department of Agriculture in the national government of the Republic of South Africa;
- 2.1.14            **“DNA Parentage Test”** means any scientific parentage laboratory test based on molecular genetic techniques which have been accepted by the Council;
- 2.1.15            **"Embryo"** means a fertilized Ovum of a Bonsmara;
- 2.1.16            **“the Executive Committee”** means the Executive Committee constituted in the manner contemplated in clause 16;
- 2.1.17            **"Governmental Body"** means any country, any national body, any state, province, municipality, or subdivision of any of the foregoing, any Governmental department, or any agency, court, entity, commission, board, ministry, bureau, locality or authority of any of the foregoing, or any quasi-Governmental or private body exercising any regulatory, taxing, importing, exporting, or other Governmental or quasi-Governmental function;
- 2.1.18            **"Herd Book"** means the Herd Book of the Society, known as *‘the South African Bonsmara Herd Book’* in which shall be inscribed the details of all Bonsmaras which shall be maintained and operated by a Registering Authority in terms of the Act;
- 2.1.19            **“the Herd Book Proper”** means the Herd Book proper section which is one of the three main sections of the Herd Book;
- 2.1.20            **“Income Tax Act”** refers to the Income Tax Act No 58 of 1962;
- 2.1.21            **"Inspector/Selector"** means a person appointed as inspector/selector by the Council;

- 2.1.22                    **"Member"** means a Member of the Society;
- 2.1.23                    **"the Minimum Breed Standards"** means the minimum breed standards as determined by the Council from time to time and then to be attached to this Constitution as **Annexure "D"** thereto;
- 2.1.24                    **"Minister"** means the minister responsible for Agriculture;
- 2.1.25                    **"Ovum"** means the ovum of a Bonsmara and includes an Embryo;
- 2.1.26                    **"Owner"** (of a Bonsmara) means the person -
- 2.1.26.1                    in whose name the Bonsmara is inscribed in the Herd Book; and
- 2.1.26.2                    who submits proof to the satisfaction of the Council that the Bonsmara is eligible to be inscribed in his name;
- 2.1.27                    **"Production"** means growth and production performance, reproduction and/or function;
- 2.1.28                    **"Recording"** refers to the recording of Bonsmaras in the Basic Register;
- 2.1.29                    **"Registered Breeder"** means a person registered as a '*Registered Breeder*' as contemplated in clause 9;
- 2.1.30                    **"Registering"** refers to the procedure by which a Registering Authority inscribes Bonsmaras in the Herd Book, or by which a prefix or herd designation mark is placed on the records of the Society;
- 2.1.31                    **"Registering Authority"** means an animal breeders' society or a group of animal breeders' societies registered as such in terms of Section 8(7)(a)(ii) of the Act;
- 2.1.32                    **"Registrar"** means the officer designated as Registrar of Animal Improvement in terms of section 3 of the Act;
- 2.1.33                    **"RSA"** means the Republic of South Africa;
- 2.1.34                    **"Seller"** means the person or persons being the Owner/joint Owner/s of a Bonsmara animal according to the records of a Registering Authority, who disposes of such animal;
- 2.1.35                    **"Semen"** means the Semen of a Bonsmara;

- 2.1.36 "Society" means 'the Bonsmara Cattle Breeders' Society of South Africa', (generally known as 'the Society');
- 2.1.37 "South African Bred Bonsmara" means a Bonsmara born in or whilst in transit to the Owner's farm in the RSA provided that a Bonsmara born in the RSA from an Ovum or Embryo imported into the RSA shall be regarded as an imported Bonsmara;
- 2.1.38 "Sub-Committee" means a sub-committee appointed in terms of the provisions of clause 17.6;
- 2.1.39 "System" means the animal recording system which is the computer system used by the organization appointed by the Society to administer the Society's animal recording services.
- 2.2 In this Constitution -
- 2.2.1 clause headings in this Constitution are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes -
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and *vice versa*;
- 2.2.2.3 the singular includes the plural and *vice versa*; and
- 2.2.3 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.3 Any reference in this Constitution to –
- 2.3.1 "business hours" shall be construed as being the hours between 08h00 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;
- 2.3.2 "calendar year" shall mean a year beginning on 1 January and ending on the 31<sup>st</sup> day of the December month immediately following the said January month;



- 2.3.3 "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "**business day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the RSA from time to time;
- 2.3.4 "**month**" means a calendar month, and more specifically:
- 2.3.4.1 in reference to a number of months from a specific date, a calendar month starting on that date or the same date of any subsequent month; and
- 2.3.4.2 in any other context, a Month of the calendar, that is, one of the 12 (twelve) months of the calendar; and
- "**monthly**" has the corresponding meaning;
- 2.3.5 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning;
- 2.3.6 "**person**" means any natural person, company, close corporation, trust, partnership, joint venture, association, unincorporated association, or other entity which has a separate legal personality;
- 2.3.7 "**juristic person**" means any person who is not a natural person and will, for the purposes of this Constitution, include a trust; and
- 2.3.8 "**tax**" means all income tax, capital gains tax, secondary tax on companies (or any similar tax replacing or substituting it), dividend tax, VAT, stamp duty, securities transfer tax, uncertificated securities tax, PAYE, levies, assessments, imposts, deductions, charges and withholdings whatsoever in terms of any tax legislation, and includes all penalties and interest payable as a consequence of any failure or delay in paying any taxes.

- 2.4 Subject to clause 2.8, words that are defined in the Act bear the same meaning in this Constitution as in the Act (for easy reference the definitions as contained in the Act relevant to this Constitution are contained in **Annexure "A"** to this Constitution).
- 2.5 The words "**include**" and "**including**", where used in this Constitution, mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples in this Constitution shall not be construed as limiting the meaning of the general wording preceding it.
- 2.6 Any substantive provision, conferring rights or imposing obligations on a Member and/or the Society and appearing in any of the definitions in this clause 1 or elsewhere in this Constitution, shall be given effect to as if it were a substantive provision in the body of this Constitution
- 2.7 Words and expressions defined in any clause of or annexure to this Constitution shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Constitution.
- 2.8 Unless otherwise provided, defined terms appearing in this Constitution in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.9 A reference in this Constitution to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time.
- 2.10 Unless specifically otherwise provided, any number of days prescribed in terms of this Constitution shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

- 2.11 If the due date for performance of any obligation in terms of this Constitution is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.12 Where figures are, in this Constitution, referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.13 Any communication which is, in terms of this Constitution, required to be "**in writing**" shall include a communication which is written or produced by any substitute for writing or which is partly written and partly so produced, and shall include printing, typewriting, lithography, facsimile or electronic mail or any form of electronic communication or other process or partly one and partly another.
- 2.14 Any reference in this Constitution to "**this Constitution**" and any reference in this Constitution to any other document shall be construed as a reference to this Constitution or, as the case may be, such other document, as amended, varied, novated or supplemented from time to time.
- 2.15 In this Constitution the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Constitution.

### 3. **NAME OF THE SOCIETY**

The full and the abbreviated names of the Society are, respectively, '*the Bonsmara Cattle Breeders' Society of South Africa*' and '*Bonsmara S. A.*'.

### 4. **OBJECTIVES**

- 4.1 The Society is a public, non-profit organisation established for the following sole object: to carry on a non-profit making activity being the promotion of the common interest of Breeders carrying on the business of Bonsmara cattle breeding. More specifically and without derogating from the generality of the

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

- 4.1.1 promote and encourage the breeding and continued commitment to animal improvement of Bonsmaras;
- 4.1.2 maintain, unimpaired, the purity of the Bonsmara breed and promote interest in the breed by all possible and available means;
- 4.1.3 register, compile, keep and maintain accurate records of the pedigrees and particulars of all Bonsmaras;
- 4.1.4 create and maintain the Minimum Breed Standards based on production testing records, visual appraisal for genetic defects, conformation, functional efficiency, production and reproduction.;
- 4.1.5 recommend, in its sole discretion, to a Registering Authority the recording or the registration of Bonsmaras;
- 4.1.6 on behalf of Breeders, apply to a Registering Authority for the registration or cession of a prefix with the relevant Registering Authority;
- 4.1.7 disallow the competitive exhibition of Bonsmaras at agricultural shows as being detrimental to maintaining the Minimum Breed Standards provided that Bonsmaras may, with the prior written consent of the Executive Committee, be exhibited on a strictly non-competitive basis; and
- 4.1.8 promote sales, on the basis as provided for in **Annexure “C”** (being the annexure dealing with sales under auspices of the Society) to this Constitution, of recorded or registered Bonsmaras and to charge commission on such sales.

## 5. **LEGAL STATUS**

The Society is a body corporate with its own legal identity which is separate from its individual members. The Society shall continue to exist even if the members change.

The Society may own property, enter into contracts, and sue or be sued in its own name.

## 6. NON-PROFIT DISTRIBUTING CHARACTER

6.1 The Society will not:

6.1.1 carry on any profit making activities; or

6.1.2 participate in any business, profession or occupation carried on by any of its Members; or

6.1.3 provide any financial assistance, premises, continuous services, or facilities to any Member for the purpose of assisting the relevant Member to carry on any business, profession or occupation.

6.2 The income and property of the Society shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the Society solely by virtue of them being members or office-bearers. No portion of the income or property of the Society shall be paid or distributed directly or indirectly to any person or to any Member of the Society or Council, except as:

6.2.1 reasonable compensation for services actually rendered to the Society;

6.2.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Society;

6.3 Upon the dissolution of the Society, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Council (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the Society.

## 7. POWERS OF THE SOCIETY

- 7.1 The Society has all of the legal powers and capacity of an individual, except to the extent that a juristic person is incapable of exercising any such power, or having any such capacity or this Constitution provides otherwise;
- 7.2 Without derogating from the generality of the provisions of clause 7.1 the Society shall have the power -
- 7.3 to carry out such functions and perform such duties as are or may be imposed upon it under the Act;
- 7.4 generally to perform all such acts as the Society may deem necessary for the attainment of its objectives;
- 7.5 to take the initiative to establish an international body of Bonsmara Breed Societies and to become a member of such a body;
- 7.6 to register as a landrace as defined in the Act in accordance with the Act; and
- 7.7 to register as a Registering Authority with all the rights and privileges as laid down in the Act.

## 8. MEMBERSHIP

- 8.1 Membership of the Society shall be limited to:
- 8.1.1 Breeders;
- 8.1.2 Registered Breeders;
- 8.1.3 '*Special Honorary Members*' being persons not necessarily actively engaged in the breeding of Bonsmaras elected as special honorary members by the Council, upon such conditions as the Council may determine. A Special Honorary Member:
- 8.1.3.1 may not vote at meetings of the Society;
- 8.1.3.2 shall not be eligible for election to the Council;

- 8.1.3.3 shall not be entitled to record and/or register Bonsmaras under the Society's rules; and
- 8.1.3.4 shall remain a special honorary member for a period of 2 (two) years after having been elected after which period he or she shall cease to be a special honorary member but shall be eligible for re-election as a special honorary member;
- 8.1.4 '*Patrons*' being persons who, after thorough consideration of all relevant and ethical factors by the Council, have been elected as such by the Council for exceptional services rendered to the Bonsmara breed. A Patron may attend all meetings of the Society and shall have the right to participate in any discussions at such meetings but a Patron:
- 8.1.4.1 may not vote at meetings of the Society;
- 8.1.4.2 shall not be eligible for election to the Council;
- 8.1.4.3 shall not be entitled to record and/or register Bonsmaras under the Society's rules; and
- 8.1.4.4 shall remain a patron for a period of 2 (two) years after having been elected after which period he or she shall cease to be a patron but shall be eligible for re-election as a patron;
- 8.1.5 an '*Honorary Life President*' being a person who, for exceptional services rendered to the Bonsmara breed or the Council, is, on recommendation by Council, elected as the Honorary Life President of the Society by at least 75% (seventy five percent) of the members present at an Annual General Meeting held for that purpose provided that there may at no time be more than one Honorary Life President of the Society. An Honorary Life President:
- 8.1.5.1 may (unless he is a Breeder or a Registered Breeder with such privileges) not vote at meetings of the Society;
- 8.1.5.2 shall (unless he is a Breeder or a Registered Breeder with such privileges) not be eligible for election to the Council;

8.2 Any Breeder under the age of 18 (eighteen years) shall, if he is accepted as a Member, have all the rights, privileges and obligations of a Member who is 18 (eighteen) years or older provided that a person under the age of 18 (eighteen) years:

8.2.1 shall not become a Member unless assisted by his parent or guardian;

8.2.2 shall not become a Member unless his parent or guardian bind himself as surety and co-principal debtor for the obligations of the Junior Member *vis a vis* the Society in such a manner as may be prescribed by the Council;

8.2.3 may not vote at meetings of the Society; and

8.2.4 is not eligible for election to Council.

8.3 A juristic person:

8.3.1 shall not become a Member unless it discloses to the Society, in a manner prescribed by the Council, such information as may be required to enable the Council to determine who the controlling persons of the relevant juristic person are. Once a juristic person becomes a Member no controlling person of that juristic person may, without the prior written consent of the Council, alienate his interest in that juristic person whether by way of or in pursuance of any sale, exchange, donation, cession, transfer or otherwise howsoever. Should the alienation contemplated in this clause 8.3.1 take place without the prior written consent of the Council the relevant juristic person shall immediately cease to be a Member;

8.3.2 shall, in addition to the requirements imposed in respect of all applications for membership of the Society, furnish the Society with the name and address of the person appointed by it to act as its representative ("**the Representative**"). The Representative shall be entitled to, on behalf of the relevant juristic person, attend meetings of the Society and, on behalf of the relevant juristic person, vote at such meetings. All communications delivered to or served on the



Representative shall be deemed to be delivered to or served on the relevant juristic person. The Representative shall be eligible for election to the Council but, if elected, shall be obliged to resign when he ceases, for any reason, to be the representative of the relevant juristic person;

8.3.3 shall not become a Member unless its controlling persons bind themselves as sureties and co-principal debtors for the obligations of the juristic person *vis a vis* the Society in such a manner as may be prescribed by the Council; and

8.3.4 shall, when liquidated or wound up, immediately cease to be a Member and its Representative, should such Representative have been elected to the Council, shall immediately cease to be a Councillor.

## 9. REGISTERED BREEDERS

Any person, who is not a '*breeder*' as defined in the Act nor a '*Breeder*' as defined in clause 2.1.7 but who is directly or indirectly engaged in the breeding of Bonsmaras, may apply to be registered with the Society as a '*Registered Breeder*'. Should the application be approved by the Council such person shall be registered with the Society as a '*Registered Breeder*' and shall have such of the privileges and obligations of a Member as the Council may, as regards each Registered Breeder from time to time determine.

## 10. APPLICATION FOR MEMBERSHIP

10.1 Application for membership of the Society shall:

10.1.1 be made in writing to the Breed Director/Manager;

10.1.2 be in such form as may from time to time be prescribed by the Council;

10.1.3 be accompanied by the relevant subscription and/or entrance fees as from time to time determined by the Council and then published by the Society; and

- 10.1.4 be accompanied by the relevant application for a prefix and herd designation mark.
- 10.2 when applying to be admitted as a Member the relevant applicant must:
- 10.2.1 either already participate in a Production and progeny testing scheme approved by the Council or, simultaneously with applying to be admitted as a Member, apply to thus participate; and
- 10.2.2 must be the Owner of a minimum of 20 (twenty) approved females.
- 10.3 The Council may admit any applicant to membership of the Society either unconditionally or on such conditions as it may determine, or it may refuse admission to membership without assigning any reason for such refusal.
- 10.4 An applicant to whom admission to membership has been refused shall be entitled to a refund of any fee or subscription paid with his application.

## 11. RIGHTS AND PRIVILEGES OF MEMBERS

- 11.1 A Member shall, subject to the limitations set out in clause 8, have the following rights and privileges:
- 11.1.1 the right to receive all reports and other matters published by the Society for distribution amongst its Members;
- 11.1.2 the right to have its animals recorded and/or registered as Bonsmaras under the Society's rules;
- 11.1.3 the right to attend all general meetings and special meetings of the Society;
- 11.1.4 the right to vote at such meetings;
- 11.1.5 the right, after having been duly elected, to serve on the Council;
- 11.1.6 the right to, at the Member's cost and in as far as it is available, receive expert technical advice on Bonsmara cattle matters from the Society's Inspectors/Selectors and officials; and

11.1.7 the right to consult and use the Society's official reports.

11.2 the rights and privileges of a Member of the Society shall be personal to him and shall not be transferable or transmissible either voluntarily or by operation of law.

## 12. **SUBSCRIPTIONS AND FEES**

12.1 All subscriptions, fees or any other dues and commissions payable by Members to the Society shall be proposed by the Council and then be determined by majority vote at each Annual General Meeting of the Society.

12.2 The subscriptions, fees or any other dues and commissions shall, unless it is otherwise resolved at the relevant Annual General Meeting of the Society, apply for the whole of the calendar year in which the relevant Annual General Meeting of the Society is held.

12.3 Annual subscriptions regarding any calendar year shall become due and payable on the first day of April of the relevant calendar year.

12.4 Per capita fees regarding any calendar year shall become due and payable in two (2) instalments, the first on the first day of April and the second on the first day of August in each calendar year.

12.5 Any Member who, for any reason whatsoever, ceases to be a Member of the Society, shall remain liable for all amounts due by him to the Society until the last day of the calendar year in which his membership ceases.

12.6 A Member (or former Member) shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the Council in obtaining the recovery of subscription fees, or any other arrear amounts due and owing by a Member to the Society, or in enforcing compliance with this Constitution.

12.7 Should any payment due by a member to the Society fail to be made on the due date thereof then, without prejudice to such other rights as may accrue to the Council consequent upon such failure:

12.7.1 such overdue amounts will bear interest at a rate from time to time determined by the Council from the due date for payment to the date of actual payment, both dates inclusive; and

12.7.2 the Society may, until payment of the overdue amounts and the interest thereon by the relevant Member to the Society, suspend service delivery to the relevant Member and notify the relevant Registering Authority of such suspension.

### 13. RESIGNATION AND EXPULSION OF MEMBERS

13.1 Any Member may resign as a Member of the Society by giving not less than 1 (one) month's written notice to the Breed Director/Manager.

13.2 The Member thus resigning will:

13.2.1 from the date of expiry of the notice contemplated in clause 13.1 not be entitled to any of the rights or privileges of a Member;

13.3 remain liable for all obligations of a member (including, but not limited to, obligations in respect of registrations and transfers) until the last day of the calendar year in which the notice contemplated in clause 13.1 expires. Should the Council receive a complaint to the effect that any Member:

13.3.1 has committed a breach of this Constitution;

13.3.2 is guilty of improper or dishonest conduct;

13.3.3 has failed to make payment of monies due to the Society and has remained in default after having received 30 (thirty) days written notice to rectify his default;

13.3.4 is guilty of conduct in any way offensive to the Council;

- 13.3.5 is guilty of conduct unbecoming to a Member of the Society or prejudicial to the interest and reputation of the Society;
- 13.3.6 has broken any rule of the Society;
- 13.3.7 has acted dishonourably or in any way derogatory to the character or prejudicial to the interests of the Society;
- 13.3.8 has, by any act or omission, brought actual or potential dishonour upon the Society;
- 13.3.9 has wilfully, or for personal gain or advantage given incorrect information to the Society;
- 13.3.10 has altered an animal's body or records in such a manner as to mislead;  
or
- 13.3.11 is guilty of an offence under the Act;

the Council shall have the power to determine that a hearing shall be held to investigate the complaint as to the conduct of the member.

- 13.4 At the hearing and investigation by the Council of any complaint as to the conduct of a Member, the procedure to be adopted in connection thereto, shall be in the sole discretion of the Council, provided, however, that the member whose conduct is the subject of the complaint and investigation shall, by at least 30 (thirty) days written notice to that effect, be informed of the nature of the complaint and the date on which a hearing will be held and be afforded the opportunity of replying to any such complaint, whether in writing or by appearing, with or without legal representation, at the relevant hearing.
- 13.5 After the hearing and investigation of any complaint as to the conduct of a Member, the Council shall have the power to, by way of a decision supported by a 2/3rds (two-thirds) majority:
  - 13.5.1 forthwith expel such Member; and
  - 13.5.2 in addition to expelling the Member declare:
    - 13.5.2.1 all monies paid by him to the Society forfeited; and

- 13.5.2.2 determine that the name of the Member so expelled shall be removed from the Herd Book and any other registers or records of the Society and that all recordings or registrations, in respect of animals bred by the expelled Member and owned by him at date of his expulsion shall be cancelled; or
- 13.5.3 deprive such Member of any or all the rights, benefits and advantages of his membership during such time or period as the Council in its absolute discretion may deem fit and advisable; or
- 13.5.4 call upon such Member in writing to resign and if the Member fails to resign within 7 (seven) days of the date of such request, to expel such member; or
- 13.5.5 determine that the Member shall be expelled unless he, within 30 (thirty) days after having been advised thereof, pay a fine or penalty in an amount which, in the sole and absolute discretion of the Council, is fitting taking into regard the conduct of the Member complained of; or
- 13.5.6 reprimand or caution such Member.
- 13.6 The decision of the Council pursuant to the hearing contemplated in clause 13.5 shall be final and binding on the relevant Member and the relevant Member shall, in writing, be notified of the decision.
- 13.7 Upon expulsion of a Member, such Member shall forthwith cease to be a Member of the Society and, except with the prior written approval of the Council, which it may in its sole and absolute discretion grant or deny, no transfer of any animal registered in the Member's name shall be allowed and no notifications of Birth shall be accepted from him.
- 13.8 A person who has been expelled may apply to be readmitted as a Member and such application shall be made *mutatis mutandis* in the manner provided for in clause 10. Should the Council decide to readmit such Member, it may do so upon such conditions as the Council may, in its sole and absolute discretion, determine.

**14. REGISTER OF MEMBERS AND DOMICILIUM CITANDI ET EXECUTANDI**

- 14.1 The Society shall keep a register of all Members stating the date of their admission to membership, their physical addresses, their postal addresses, their email addresses, particulars of all amounts received from them and particulars of arrears (if any) which may be due.
- 14.2 Each Member shall select as his *domicilium citandi et executandi* a physical address in the RSA and, for the purposes of giving or sending any notice provided for or required under this Constitution, an postal and/or an email address.
- 14.3 A member may change his *domicilium* or his postal and/or email address for the purposes of notices to any other physical address in the RSA or other email address by written notice to the Society to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.
- 14.4 The Society selects as its *domicilium citandi et executandi* and its postal address its offices at 118 Henry Street, Westdene, Bloemfontein 9301 and for the purposes of giving or sending any notice provided for or required under this Constitution 'info@bonsmara.co.za' as its email address.
- 14.5 Should the Council thus resolve and should that resolution be confirmed by the ensuing general meeting of members, the Society may change the address of its offices (and thus its *domicilium*) or its address for the purposes of notices to any other physical address in the RSA or other email address by written notice to all the Members to that effect. Such change of address will be, as regards any Member, effective 5 (five) business days after receipt (or deemed receipt) of the notice of the change by the relevant Member.
- 14.6 All notices to be given in terms of this Constitution will be given in writing, in English, and will -
- 14.6.1 be delivered by hand and/or sent by ordinary post and/or sent by email;

- 14.6.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 14.6.3 if sent by ordinary post, be presumed to have been received on the 7<sup>th</sup> (seventh) day after the date of the posting thereof; and
- 14.6.4 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 14.7 Notwithstanding the above, any notice given in writing in English, and actually received by the addressee to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 14.
- 14.8 The Breed Director/Manager shall submit to the Registering Authority such information as it may require concerning admissions to membership, suspensions, terminations of membership (for whatever reason) and addresses of all members.

## 15. **THE COUNCIL**

- 15.1 The affairs of the Society shall be controlled and administered by a Council consisting of 7 (seven) Councillors, of which at least 4 (four) will not be Connected Persons in relation to each other and/or in relation to the other Councillors, elected by ballot at the Annual General Meeting or Special General Meeting called for the purpose of electing the Council:
- 15.2 A Councillor shall hold office until the first Annual General Meeting following the second anniversary of his election as a Councillor when he shall retire.



- 15.3 A Chairman and a Vice-Chairman will be elected by the 7 (seven) Councillors from their ranks, immediately after the election of the Council and will hold office for 2 (two) years.
- 15.4 All Councillors including the Chairman and Vice-Chairman shall, subject to the provisions of clause 15.5, be eligible for re-election.
- 15.5 After having served as Chairman for 4 (four) successive years, the Chairman shall retire as Chairman and shall not be eligible for re-election as Chairman for a period of two (2) years ("**the Retirement Period**") where after he will again be eligible for election as Chairman. During the Retirement Period, he will be eligible for election as Vice-Chairman or ordinary Councillor.
- 15.6 Should any Councillor become medically unfit, die, resign or, for any reason, cease to be a Member of the Society, or be called upon to fill the office of Chairman or Vice-Chairman as provided for in clause 15.7, the Council may appoint (which appointment shall not be a co-option as contemplated in clause 17.6) another Member as his substitute with full powers and for the un-expired period of his term of office.
- 15.7 In the event of the office of Chairman or Vice-Chairman becoming vacant before the expiration of the term for which he was elected, the Council, at its ensuing meeting will elect from their ranks a Chairman or Vice-Chairman for the unexpired portion of that term and the provisions of clause 15.2 shall not apply.
- 15.8 The Council shall be deemed to be duly constituted and shall continue to exercise all the powers conferred upon it, notwithstanding any vacancies in its body provided that the quorum requirement as provided for in clause 19.6.2 is complied with.
- 15.9 In addition to the seven (7) members of Council, the following persons will, on invitation by the Council, attend meetings of the Council in an advisory capacity, but without the right to vote:
- 15.9.1 the Honorary Life President;

- 15.9.2 the Breed Director/Manager; and
- 15.9.3 such other person required for his advice or expertise as may be deemed required by the Council.
  
- 15.10 Members of Council absenting themselves from two (2) consecutive meetings without leave, or other satisfactory reasons, shall vacate their seats.
  
- 15.11 The following persons shall not be eligible to be elected to Council:
  - 15.11.1 a person who is disqualified in terms of the Companies Act 71 of 2008 to act as director of a company; or
  - 15.11.2 a person against whom a civil judgment has been granted and which judgment despite exhaustion of all appeal or review remedies remains unpaid or unrescinded or has not been abandoned as at election date; or
  - 15.11.3 a person who has been declared by a competent court to be mentally ill or incapable of managing his own affairs or if he is by virtue of the Mental Health Act, 1973 (Act 18 of 1973), detained as a patient in an institution or as a State patient.

## 16. **EXECUTIVE COMMITTEES**

- 16.1 The Executive Committee of the Council shall consist of the Chairman, the Vice-Chairman and the Breed Director/Manager none of whom may be Connected Persons in relation to each other.
  
- 16.2 All actions or decisions of the Executive Committee must be approved at the ensuing Council Meeting.

## 17. **POWERS AND DUTIES OF THE COUNCIL**

The Council shall, subject to the provisions of this Constitution, and subject further to the directions of the general meeting of the Society as given from time to time, have the powers to do all such things as it may deem necessary or advisable in the interests

of the Society and for the advancement and attainment of the Society's objectives, and in particular shall have the power and duty:

- 17.1 to convene general or special general meetings of the Society either in compliance with a special request thereto made in accordance with the provisions of the Constitution, or otherwise if it is deemed necessary;
- 17.2 to appoint and dismiss such attorneys, or other legal representatives, auditors, agents or officials or other employees for such permanent, temporary or special services as it may deem fit; to determine their powers and duties; to fix their remuneration and conditions of service and to require security to its satisfaction for the due performance of their functions as it may in particular cases deem expedient;
- 17.3 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Society or against any of its officials or other employees in connection with the affairs of the Society, and to compound or allow or ask for time for payment or satisfaction of any debts due to, or any claim or demand by or against the Society;
- 17.4 to appoint or discharge Inspectors/Selectors for the examination of Bonsmaras submitted for Recording or registration, and for such other purposes as members of the Society may require the service of such Inspectors/Selectors and to give such Inspectors/Selectors instructions and powers in regard to their duties for the purpose of ensuring that the objectives of the Society are being carried out;
- 17.5 to order an investigation by Inspectors/Selectors of the Society in any case where records are not properly kept or where any doubt may arise as to the correctness of the identity of any animal or animals and to take such action as it may consider advisable in the interests of the Society;
- 17.6 to co-opt the services of any Member of the Society or other person and to appoint sub-committees upon such terms and with such powers as it may from

time to time deem expedient (provided that such a co-opted Member shall not have any voting powers and provided further that all actions or decisions of such a co-opted Member or such a sub-committee must be approved at the ensuing Council Meeting and provided further that such a co-opted Member or such sub-committee shall not be appointed for a period exceeding 2 (two) years). The Chairman and vice-Chairman of the Society shall be *ex officio* members of all sub-committees with full rights and privileges;

- 17.7 to grant leave of absence to any Councillor, or any official or employee of the Society, for such period and upon such terms as it may in each case determine;
- 17.8 to impose and exact such fines and/or penalties as may be deemed expedient from time to time for contravention or infringement of the Constitution, rules and regulations of the Society;
- 17.9 from time to time adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary;
- 17.10 to open one or more banking accounts in the name of the Society, and to draw, accept, endorse, make or execute any bill of exchange, promissory note, cheque or other negotiable instrument and to execute electronic fund transfers from any such account in connection with the affairs of the Society;
- 17.11 to purchase, hire, take on lease or acquire for the purposes of the Society, immovable property and or movable property (including, but not limited to, buildings, land, goods, chattels and effects) and to sell, mortgage, pledge, let, alienate or otherwise dispose of any movable or immovable property belonging to the Society, and to apply the consideration arising therefrom in such a manner as it may consider to be to the best advantage of the Society;
- 17.12 to invest, or in any other manner deal with any moneys not immediately required for the purposes of the Society, upon such securities and on such terms as it may deem fit and, from time to time, to change or realise any such investments;

- 17.13 to investigate disputes arising out of the application of the Constitution and to give decisions in regard thereto;
- 17.14 to pay all costs and charges in connection with the administration and management of the affairs of the Society;
- 17.15 to collect and receive subscriptions, fees, donations, other dues and funds and to devote same to the purposes of the Society and towards promoting the Bonsmara breed;
- 17.16 to organise and promote sales of Bonsmaras, either by public auction or private treaty and for such purposes to appoint auctioneers and agents and to charge commission on such sales;
- 17.17 for the better and more convenient carrying on and fulfilment of the business of the Society to appoint 1 (one) or more members or officials with power and authority to sign and receive documents, papers and process, and to act, sue and defend actions on behalf of the Society;
- 17.18 to elect representatives to the organisation nominated by the Society to operate the System, if required;
- 17.19 to receive and consider applications for membership and to accept or refuse such applications after thorough consideration of all relevant and ethical factors;
- 17.20 to frame, alter and rescind rules and regulations for conducting the business and carrying out the objectives of the Society;
- 17.21 to amend the annexures to the Constitution (excluding only Annexure "A") in such a manner as the Council may deem necessary or expedient from time to time;
- 17.22 to borrow money for the purposes of the Society upon security of any movable or immovable property of the Society;

- 17.23 to terminate or suspend the membership of any person in accordance with the provisions of clause 13;
- 17.24 to refuse inspection, registration and other work for members whose accounts are overdue;
- 17.25 generally to perform all such acts as may be necessary for the welfare of the Society and the conduct of its affairs, provided always that any action taken, or instructions given shall not be contrary to the terms of the Constitution;
- 17.26 to enter into indemnities, guarantees and suretyships and to secure payment there under in any way; to make donations; and 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 distracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security;
- 17.27 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 the Society's property and assets;
- 17.28 to remunerate any person or persons for services rendered; and to establish schemes for the provision of pensions, medical aids, gratuities and other incentives for its office-bearers and employees, which is and will not be regarded as excessive;
- 17.29 to draw up the Minimum Breed Standards and to lay down minimum Production, reproduction and other standards by which:
- 17.29.1 animals may be inspected for the purposes of maintaining their registration status;
- 17.29.2 basic, Appendix A females and imported Bonsmaras shall be inspected as a pre-requisite for registration;

- 17.29.3 Appendix B females and their female progeny shall be inspected by a Society Inspector/Selector for confirmation or cancellation of their registration status;
- 17.29.4 all Herd Book Proper (SP) animals shall be inspected by a Society Inspector/Selector for confirmation or cancellation of their registration status;
- 17.29.5 applications for importation and exportation of animals, Semen or ova shall be recommended and forwarded to the Registrar for the approvals as contemplated in sections 16 and 17 of the Act;
- 17.29.6 bulls shall be recommended for approval for the sale of Semen under Sections 7(4) and 8(1)(b)(ii) of the Act;
- 17.29.7 for the purposes of this clause 17.29 each Member shall be obliged to, in the manner prescribed by the Council from time to time, make all production data available to the Council, the Inspector/Selector and the relevant appointed Sub-committee(s);
- 17.30 to issue certificates of registration of animals which have been bred in or imported into the Republic and issue certificates of recording of animals which have been bred in or imported into the Republic but only, as contemplated in section 15(3)(a) of the Act, if the Registering Authority concerned has registered, on behalf of the breeder of the animal concerned, a prefix or a suffix to indicate animals bred by him, with the organisation which is contracted by the Department to operate the integrated registration and genetic information system;
- 17.31 to determine with the approval of a general meeting of the Society the date on which the Society's financial year ends.
- 17.32 to exercise the following general administrative and investment powers:
- 17.32.1 to employ staff and hire professional and other services;

- 17.32.2 to institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Society;
- 17.32.3 to open and operate accounts with registered banks;
- 17.32.4 to make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Society shall be with Financial Institutions;
- 17.32.5 to accept donations made to the Society and retain them in the form in which they are received, or sell them and re-invest the proceeds;
- 17.32.6 with regard to movable and immovable property and tangible and intangible assets of whatsoever nature to, in such a manner as it may consider to be to the best advantage of the Society:
  - 17.32.6.1 purchase or acquire property and assets;
  - 17.32.6.2 maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Society;
  - 17.32.6.3 donate and transfer the property and assets of the Society to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Society.
  - 17.32.6.4 borrow and to use the property or assets of the Society as security for borrowing;
- 17.32.7 to guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Society;
- 17.32.8 to execute any act or deed in any deeds registry or other public office;
- 17.32.9 to work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the Society;
- 17.32.10 to exercise all the management and executive powers that are normally vested in the Board of Directors of a Company; and



17.32.11 to exercise all the powers and authority of the Society not only in the RSA of South Africa but in any other part of the world.

**18. EXPORTATION OF GENETIC MATERIAL**

18.1 The Society shall not be liable for costs and levies incurred by a Member in the exportation of any genetic material to overseas or African states.

18.2 The exportation of genetic material shall be at the sole risk of such Member who assumes responsibility for all representations of and concerning the material and indemnifies the Society against claims of whatever nature.

**19. MEETINGS**

**19.1 EXECUTIVE COMMITTEE MEETINGS**

The Executive Committee shall meet when necessary in order to carry out the duties delegated to it by the Council.

**19.2 COUNCIL MEETINGS**

19.2.1 The Council shall meet at such time and place as it may from time to time determine, or as may be decided upon by the Chairman: Provided that not less than 2 (two) Council meetings shall be held in each financial year.

19.3 A special Council meeting -

19.3.1 may be called by the Chairman (or in his absence by the vice-Chairman) at such time and place as such office-bearer may decide, or

19.3.2 shall be called upon a requisition signed and addressed to the Breed Director/Manager, by not less than 4 (four) members of the Council stating the reason for such meeting.

19.4 Not less than twenty-one (21) days prior to the holding of a Council meeting, written notice of the time, date and place of such meeting shall be given to each Councillor by the Breed Director/Manager.

19.4.1 No resolution of 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 twenty-one (21) days' written notice specifying the intention to vary or rescind has been given to all Councillors. The purpose of such a variation or rescinding must be clearly stated in such a notice: Provided that a resolution may be varied or rescinded without such notice if all members of Council are present and unanimously so decide.

## 19.5 GENERAL MEETINGS

19.5.1 A general meeting of the Society to be known as the Annual General Meeting shall be held once a year at such time and place as may be determined by the Council but not later than 9 (nine) months after the end of the financial year of the Society.

19.5.2 At such Annual General Meeting the Council shall submit its annual report, together with a duly audited balance sheet and statement of the financial year to which the report relates.

19.5.3 A special general meeting of the Society, may at any time upon 30 (thirty) days' written notice to members, be called

19.5.3.1 by the Council, or

19.5.3.2 by the Chairman (or in his absence by the vice-Chairman) and shall be so called upon a written requisition signed and addressed to the Breed Director/Manager, by not less than 10 (ten) members of the Society. Any such requisition shall specify the objective(s) of the meeting, and at such meeting only the objective(s) specified may be discussed.

- 19.5.4 Not less than 60 (sixty) days prior to the holding of the Annual General Meeting a preliminary written notice of the time, date and place of the meeting shall be given by the Breed Director/Manager to every Member. Any Member intending to put forward any matter for discussion at the Annual General Meeting shall give written notice thereof to reach the Breed Director/Manager not less than 40 (forty) days prior to the holding of the meeting. No subject put forward by any Member shall be placed on the agenda of the Annual General Meeting unless the requisite notice of motion has been given in terms of this clause 19.5.4.
- 19.5.5 Not less than 30 (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 posted and, should the relevant Member have chosen an email address for delivery of notices, sent by email to each Member of the Society.
- 19.5.6 No resolution shall be taken at a general meeting unless notice thereof appears in the agenda sent to the members with the notice calling the meeting, unless all the members present and entitled to vote resolve that any matter not specifically on the agenda, shall be discussed and voted upon.
- 19.5.7 Any general meeting may be adjourned by a 2/3rds (two-thirds) majority of the members present thereat and entitled to vote.
- 19.5.8 The Chairman, vice-Chairman or an Honorary Life President, in this order should any of these office-bearers be absent, shall preside at all meetings and should all these office-bearers be absent from any meeting, the members present thereat shall elect another Member to preside at such meeting, and any person so elected shall in relation to that meeting, have all the powers and fulfil all the duties of the Chairman.
- 19.5.9 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, and in the event of an equality of votes the

person presiding at the meeting shall have a casting vote as well as a deliberate vote.

19.5.10 Subject to the provisions of clause 15.1, voting at all meetings shall be by show of hands, unless voting by ballot is demanded by any Member present, in which event voting shall be by secret ballot.

19.5.11 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 by the Constitution to be given to such Member provided that the relevant notice was properly sent in the manner required by the Constitution.

## 19.6 QUORUMS

19.6.1 5 (Five) percent of the Members of the Society personally present and entitled to vote at the commencement of any general meeting shall form a quorum for such meeting.

19.6.2 4 (Four) Councillors personally present at any Council meeting and entitled to vote shall form a quorum for such Council meeting.

19.6.3 Both the Chairman and the vice-Chairman must be present at any meeting of the Executive Committee in order to enable it to function.

19.6.4 If at any meeting a quorum is not present, the meeting shall stand adjourned to a time (not being less than 7 (seven) days thereafter) and place determined by the members personally present, and at such adjourned meeting the members present shall form a quorum: Provided that any meeting at which the Chairman, vice-Chairman or an Honorary Life President is 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 set forth.

19.7 MINUTES OF MEETINGS

19.7.1 A copy of the minutes of all general meetings shall be supplied to each Member of the Society. Copies of the minutes of the meetings of Council and any sub-committees shall, after having been approved, be supplied to all persons serving on Council and, on written request by any Member also to that Member and minutes of Sub-Committee meetings shall , after having been approved, also be supplied to co-opted members of sub-committees and, on written request by any Member, also to that Member.

19.7.2 The minutes of all meetings approved at a subsequent meeting and signed by the Chairman or the person who may chair the subsequent meeting shall be proof thereof that all the proceedings were conducted properly and that all elections, appointments and resolutions adopted at that meeting are valid and binding.

20. **FINANCIAL PROVISIONS**

20.1 The Council shall cause one or more banking accounts to be opened in the name of the Society, and shall deposit in such banking account or accounts all moneys received by the Society from any source whatsoever.

20.2 All payments out of the funds of the Society shall be effected by electronic transfer authorised by the Breed Director/Manager and such person or persons as the Council may authorise thereto in terms of clause 17.10 provided that nothing herein contained shall prevent the Council from maintaining and operating a petty cash fund, or from paying in cash such ordinary and usual monthly accounts as do not in total exceed a sum from time to time determined by the Council, and provided further that the total sum necessary to maintain the petty cash fund shall be drawn by way of a debit card of which the authorised user shall be the Breed Director/Manager.

20.3 Proper books of accounts shall be kept by the Breed Director/Manager and shall be audited from time to time, but not less than once every year, by a qualified auditor appointed at a general meeting of the Society, and a duly audited balance sheet and statement of the financial position of the Society as at the 31st December of the financial year to which the report referred to in clause 19.5.2 relates, shall be submitted to the Annual General Meeting of the Society.

20.4 The Society's financial year shall end on 31 December of each and every year or of such other date as may be determined by Council and approved by a General Meeting of the Society.

## 21. **AFFILIATIONS**

The Society may, in accordance with the Act, by a majority vote of at least 2/3rds (two-thirds) of the Members personally present, voting and entitled to vote, at any general meeting, affiliate with or incorporate any association, society or organisation having aims and objectives kindred to those of the Society.

## 22. **AMENDMENTS TO CONSTITUTION**

22.1 The Constitution may, provided that such amendment shall not be inconsistent with the provisions of the Act or with the constitution of the relevant Registering Authority, be amended by a resolution approved by not less than 2/3rds (two-thirds) of the Members present, voting and entitled to vote at a general meeting of the Society, of which meeting and of which proposed amendment, not less than 30 (thirty) days' written notice has been given to each Member of the Society provided that, as contemplated in clause 17.21, the Council may amend the annexures to the Constitution (excluding only Annexure "A");

22.2 The number of copies as may be prescribed by the Act of each amendment or of the amended constitution, contemplated in clause 22.1, shall be submitted to the registrar (being the officer designated as Registrar of

Animal Improvement in terms of section 3 of the Act) within 30 days after the amendment has been approved by the annual general meeting.

22.3 It is recorded that section 12 (3) of the Act provides that *“if the registrar is of the opinion that such amendment is inconsistent with the provisions of this Act, he or she shall notify the animal breeders' society ..... within 30 days in writing thereof and of the grounds on which the decision has been made whereupon the amendment shall be null and void”*. Any amendment, contemplated in clause 22.1, shall not come into being until the 30 day period contemplated in said section 12 (3) of the Act has lapsed and shall never come into being should the registrar, within the 30 day period contemplated in said section 12, notify the Society that he is of the opinion that such amendment is inconsistent with the provisions of this Act.

22.4 Any amendment to the Constitution shall be submitted to the Commissioner for the South African Revenue Service within 30 (thirty days) days of its amendment in order to comply with the provisions of section 30B(2)(a) of the Income Tax Act 58 of 1962

## 23. **DISSOLUTION OF THE SOCIETY**

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

## 24. **APPLICATION OF SECTION 30B OF THE INCOME TAX ACT**

24.1 The following provisions contained in section 30B of the Income Tax Act 58 of 1962 shall at all times apply and be adhered to while this Society is in operation:

- 24.1.1 the Society will have a committee, board of management or similar governing body consisting of at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the Society;
- 24.1.2 no single person may directly or indirectly control the decision-making powers relating to the Society;
- 24.1.3 the Society may not directly or indirectly distribute any of its funds or assets to any person other than in the course of furthering its objectives;
- 24.1.4 the Society is required to utilise substantially the whole of its funds for the sole or principal object for which it has been established;
- 24.1.5 no Member may directly or indirectly have any personal or private interest in the Society;
- 24.1.6 substantially the whole of the activities of the Society must be directed to the furtherance of its sole or principal object and not for the specific benefit of an individual Member or minority group;
- 24.1.7 the Society may not have a share or other interest in any business, profession or occupation which is carried on by its members;
- 24.1.8 the Society must not pay to any employee, office-bearer, Member or other person any remuneration, as defined in the Fourth Schedule of the Income Tax Act, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered;
- 24.1.9 substantially the whole of the Society's funding must be derived from its annual or other long-term members or from an appropriation by the government of the RSA in the national, provincial or local sphere;
- 24.1.10 the Society must as part of its dissolution transfer its assets to –
  - 24.1.10.1 another entity approved by the Commissioner in terms of section 30B of the Income Tax Act;



- 24.1.10.2 a public benefit organisation approved in terms of section 30 of the Income Tax Act;
  - 24.1.10.3 an institution, board or body which is exempt from tax under section 10(1)(cA)(i) of the Income Tax Act; or
  - 24.1.10.4 the government of the RSA in the national, provincial or local sphere;
  - 24.1.11 the persons contemplated in Clause 24.1.1 will submit any amendment of the Constitution or written instrument of the Society to the Commissioner within 30 (thirty) days of its amendment;
  - 24.1.12 the Society will comply with such reporting requirements as may be determined by the Commissioner from time to time; and
  - 24.1.13 the Society does not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of an impermissible avoidance arrangement contemplated in Part IIA of Chapter III, or a transaction, operation or scheme contemplated in section 103(5) of the Income Tax Act.
- 24.2 Should there be any conflict between the provisions contained in this clause 24 and any other provision of this Constitution the provisions of this clause 24 shall prevail.

## 25. **RESTRICTION ON EMPLOYEES OF THE SOCIETY**

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

## 26. **DELEGATION OF POWERS**

Notwithstanding anything to the contrary in the Constitution, any Member may under power of attorney, duly executed and filed with the Breed Director/Manager, authorise another person on his behalf to sign any Birth notification, application for Recording or

registration, transfer, certificate of transfer, certificate of service, returns or reports or any other document in connection with the administration of a Bonsmara herd, and any such signature given by such authorised person, shall be accepted by the Society as being as valid and binding as if it had been given by the Member himself, provided that nothing herein contained shall entitle such authorised person in any manner whatsoever to participate in the nomination of, or voting for any Member of Council or on any matter where on his principal has a vote, or to attend any meeting on his principal's behalf.

## 27. CODE OF ETHICS

- 27.1 The Society undertakes to conduct business in accordance with honest and ethical values on both a national and international level. In respect of the quality of services to be rendered by the Society, it will always accord with honest, fair, respectful, responsible and objective standards and be exercised with sound judgement.
- 27.2 The principles set out in clause 27.1 shall at all times be applicable to all Members in promoting the best interests of the Bonsmara breed.
- 27.3 In accordance with the principles set out in clause 27.1 Councillors and/or personnel and/or members of the Society:
- 27.3.1 will not permit personal interests to conflict with the general interests of the Society;
  - 27.3.2 will at all times accurately record all information and data in respect of animals registered with the Society pertaining to Production Recording and otherwise;
  - 27.3.3 will not in any way act subversively towards fellow breeders in the pursuance and execution of their own farming operations;
  - 27.3.4 will immediately report to the Council, any unethical, dishonest or fraudulent conduct of any Member which may violate the integrity of the Society, its members or the Bonsmara breed;

- 27.3.5 must ensure that Inspectors/Selectors, in the execution of their duties during the selection of registered animals, are not unduly influenced by Breeders or otherwise;
- 27.3.6 must ensure that representatives appointed by the Society to obtain measurements and take weights of animals are not unduly influenced by Breeders or otherwise, resulting in inaccurate Recording of measurements and weights of animals;
- 27.3.7 will at all times act honourably and with dignity towards the cattle industry and the existence of other cattle breeds, and will refrain from acting in a degrading manner towards any other cattle breed;
- 27.3.8 will at all times treat confidential and/or business sensitive information responsibly, and will ensure that such information receives the necessary protection;
- 27.3.9 will not in any way whatsoever misuse their status and positions as Council members in order to obtain improper or unfair advantage in respect of the furtherance of their farming operations or otherwise.
- 27.4 Any contravention of the provisions of the ethical code contained in this clause 27 may lead to disciplinary action by the Council, and upon the conviction of a Member the Council will have discretion to terminate a Member's membership and the services rendered to the Member by The Society.

## 28. INDEMNITY

- 28.1 Subject to the provisions of any relevant statute, Councillors and other office bearers of the Society shall be indemnified by the Society for all acts done by them in good faith on its behalf. It shall be the duty of the Society to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him, in his said capacity, in the discharge, in good faith, of his duties on behalf of the Society.

28.2 Subject to the provisions of any relevant statute, no Councillor and/or other office bearer of the Society shall be liable for the acts, receipts, neglects or defaults of any other Member or office bearer, or for any loss, damage or expense suffered by the Society, which occurs in the execution of the duties of his office, unless it arises as a result of his dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

**ANNEXURE “A”**

1. **'animal'** means a kind of animal or an animal of a specified breed of such kind of animal which has in terms of section 2 of the Act been declared as an animal for the purposes of this Act;
2. **'animal breeders' Society'** means a group of persons promoting the breeding, the recording or registration, the genetic improvement and the use of a kind of animal or an animal of a specified breed of such kind of animal, determining and applying breed standards, recommending in its sole discretion the recording or registration of an animal or a specified breed of a kind of animal bred in or imported into the RSA, and who is registered in terms of section 8 (7) (a) (i) of the Act;
3. **'animal improvement'** means the scientifically based identification of genetically superior animals by means of the integrated registration and genetic information system or in a manner approved by the registrar and the discerning use thereof to improve the production or performance ability of the animal population in the interest of the RSA;
4. **'breed'** means a population of animals which produces progeny possessing a high degree of genetic stability as evidenced by identifiable uniformity in breed standards and performance;
5. **'breeder'** means the owner of a breeding female animal at the time of natural or artificial conception or at the Birth of progeny;
6. **'breed standards'** means a written set of phenotypic or genotypic standards of excellence determined and applied in terms of the constitution of an animal breeders' Society for a kind of animal;
7. **'Department'** means the Department of Agriculture in the national government;
8. **'Director-General'** means the Director-General of the Department;
9. **'embryo'** means a fertilised ovum of an animal;
10. **'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 8 (6) (a) of the Act in respect of the kind of animal for which he or she has completed the prescribed course of instruction;
11. **'embryo transfer'** means the act of implanting an ovum or embryo in a female animal;
  12. **'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 8 (6) (a) of the Act in respect of the kind of animal for which he or she has completed the prescribed course of instruction;
  13. **'export'** means to take out or send an animal or genetic material from the RSA to a country or territory outside the RSA or to cause an animal or genetic material to be so taken or sent out;
  14. **'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;
  15. **'import'** means to bring an animal or genetic material from outside the RSA into the RSA or to cause an animal or genetic material to be so brought into the RSA;
  16. **'import agent'** means a person who imports genetic material on behalf of another person and who is registered as such in terms of section 8 (6) (a) of the Act;
  17. **'inseminator'** means a person who carries out the artificial insemination of animals and who is registered as such in terms of section 8 (6) (a) in respect of the kind of animal for which he or she has completed the prescribed course of instruction;
  18. **'integrated registration and genetic information system'** means the computer system which has been established in co-operation with the Department to integrate the pedigrees and performance data of animals;
  19. **'landrace'** means a specified breed of a kind of animal indigenous to or developed in the RSA;
  20. **'Minister'** means the minister responsible for agriculture;
  21. **'officer'** means an officer as defined in section 1 (1) of the Public Service Act, 1994 (Proclamation 103 of 1994), read with section 1 of the Public Servant Amendment Act, 1996 (Act 13 of 1996);

22. **'ovum'** means the ovum of an animal;
23. **'prescribed'** means prescribed by regulation;
24. **'register'** means the register kept in terms of section 5;
25. **'registering authority'** means an animal breeders' Society or a group of animal breeders' societies which is registered as such in terms of section 8 (7) (a) (ii);
26. **'registrar'** means the officer designated as Registrar of Animal Improvement in terms of section 3;
27. **'regulation'** means a regulation made under this Act;
28. **'sell'** includes agree to sell, offer, advertise, keep, expose, transmit, convey, transport, or deliver for sale within or outside the RSA 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;
29. **'semen'** means the semen of an animal;
30. **'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 8 (6) (a) of the Act in respect of the kind of animal for which he or she has completed the prescribed course of instruction;
31. **'stud book animal'** means an animal registered or recorded in the herd book kept by a registering authority; and **'stud animal'**, **'thoroughbred animal'**, **'registered animal'** and **'recorded animal'** has a corresponding meaning;
32. **'this Act'** includes the regulations; and
33. **'veterinarian'** means a person registered in terms of the Veterinary and Para-Veterinary Professions Act, 1982 (Act 19 of 1982), to practise a veterinary profession as defined in section 1 of that Act.

## GENERAL BYE-LAWS

### 1. HERD BOOKS

The registration System of the Society shall consist of the Herd Book (to be known as “*the South African Bonsmara Herd Book*”), be it computerised or in any other form, which shall be divided into three main sections, namely the Basic Register, the Appendix section and the Herd Book Proper section, and which shall be maintained and operated by a Registering Authority in terms of the Act.

#### 1.1 BASIC REGISTER

Any female which complies with the Minimum Breed Standards laid down by the Council (**Annexure “D”** to the Constitution) and such particulars as may be called for by Council, shall on application by the Owner be eligible for Recording in the Basic Register.

#### 1.2 APPENDIX SECTION

##### 1.2.1 Appendix A

1.2.1.1 The female progeny resulting from the matings of females recorded in the Basic Register and registered SP Bonsmara bulls in respect of which all requirements for registration have been met, shall be eligible for registration in the Appendix A section of the Herd Book. (The particular sire of an Appendix A female need not necessarily be identified if a multiple sire System is used, provided that all the possible sires are registered SP Bonsmara bulls).

1.2.1.2 The female progeny of Appendix A, Appendix B or registered Bonsmara females, of which the particular sire cannot be positively identified due to a multiple sire System being used or



due to accidental mating: Provided that all the possible sires are registered SP Bonsmara bulls, in respect of which all requirements for registration have been met, shall be eligible for registration in the Appendix A section of the Herd Book.

- 1.2.1.3 Exceptions: Where only registered SP Bonsmara bulls have been used in a commercial herd for a number of years, the female progeny shall, after inspection by Society Inspectors/Selectors, be eligible for registration in the Appendix A section of the Herd Book.

1.2.2 **Appendix B**

All progeny resulting from the matings of females registered in the Appendix A section of the Herd Book and registered SP Bonsmara bulls in respect of which all requirements for registration have been met, shall be eligible for registration in the Appendix B section of the Herd Book.

1.3 **HERD BOOK PROPER SECTION (SP)**

In the Herd Book Proper section shall be registered:-

- 1.3.1 all progeny (the result of the matings of registered SP females and registered SP males) in respect of which all requirements for registration have been met;
- 1.3.2 all progeny (the result of the matings of females registered in the Appendix B section of the Herd Book and registered SP Bonsmara bulls) in respect of which all requirements for registration have been met;
- 1.3.3 all animals presently registered in the Herd Book Proper.

1.4 **PUBLISHING OF HERD BOOKS**

The Herd Book may, when deemed necessary by Council, be published by the Society and will be supplied to every Member of the Society at a price determined by Council.

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

- 2.1 No Bonsmara shall be accepted for Birth Recording or Registration/Recording unless the Breeder has previously, through the Society, registered according to the Act, for his exclusive use, a prefix by which all Bonsmaras bred by him and eligible for Birth Recording or Registration/Recording shall be designated, and a herd designation mark by which such animals shall be identified.
- 2.2 No prefix shall exceed eighteen (18) characters. The name of a city, town or post office in the R.S.A. shall not be accepted for registration as a prefix.
- 2.3 The herd designation mark registered with a Registering Authority for the Breeder's exclusive use shall not exceed four (4) spaces and shall consist of letters but shall not consist of the same four (4) letters, and may not end with an "o" or "i".
- 2.4 Application for the registration of such prefix and herd designation mark shall be made to the Breed Director/Manager and shall be accompanied by such fee as may be prescribed from time to time by Council or by the organisation specified according to the Act.
- 2.5 No transfer of a prefix or of a herd designation mark shall be allowed from one Breeder to another, except under such conditions and to such persons as are provided for by the organisation specified according to the Act.

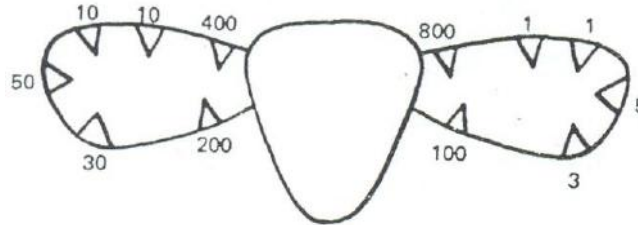
## **3. IDENTIFICATION OF BONSMARAS**

- 3.1 All live Bonsmaras of which the Births are notified and all animals offered for Recording or registration, shall bear permanent identification marks which shall include a herd designation mark, a year number and a sequence number or an approved electronic device.
- 3.2 Ear tattooing and ear coding shall be the Society's official System of marking for the uniform and permanent identification of all animals submitted for Birth

Recording or for Recording or registration and may in the alternative be the application to the animal of an electronic device approved by the Society.

- 3.3 Every calf must be identified by the Breeder within thirty (30) days of Birth in accordance with the Society's standard code, shown below:

Example:



- 3.4 Every calf must be tattooed by the Breeder in either ear or in both ears (at the top of the ear and as near the head as possible) or be identified by the application of an approved electronic device before the age of twelve (12) months or before it leaves his possession (whichever is the sooner) with:
- 3.4.1 a HERD DESIGNATION consisting of a maximum of four (4) letters which indicate the Breeder and have been registered by the Society for his exclusive use;
- 3.4.2 a NUMBER corresponding to the code ear number;
- 3.4.3 a YEAR NUMBER which must precede the NUMBER and which indicates the year of Birth of the calf.
- 3.5 TATTOO MARKS, ONCE AFFIXED TO AN ANIMAL, EVEN IF WRONG, FAINT OR ILLEGIBLE, SHALL UNDER NO CIRCUMSTANCES BE CORRECTED, IMPROVED OR ALTERED IN ANY RESPECT WITHOUT THE PRIOR WRITTEN CONSENT OF THE SOCIETY.
- 3.6 In the event of a Breeder making a mistake when ear marking a calf, or in the event of an ear mark becoming defaced or illegible, the Owner of the animal shall report the fact to the Breed Director/Manager in writing, and the animal shall be re-marked in the presence of an Inspector/Selector appointed by the

Council after such Inspector/Selector has satisfied himself as to the correctness of the identity of the animal.

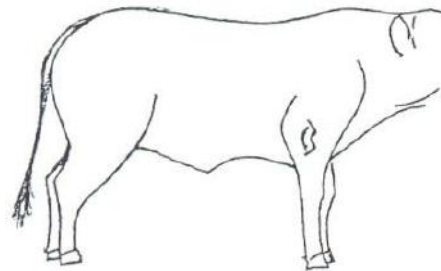
3.7 The insertion of any other code or tattoo mark whatsoever in the ears of a Bonsmara, by the Breeder or Owner or his agent, is strictly prohibited and the registration/Recording certificate of any Bonsmara so marked shall be liable for cancellation.

3.8 Subject to the requirements of Bye-law 3.6 no Bonsmara shall be transferred unless clearly marked.

3.9 In the event of the sale of an animal that has been identified by means of an approved electronic device, it is the responsibility of the Seller to ensure that the Buyer is in possession of a device capable of reading the electronic identification and in the absence of such device the Seller shall, in accordance with 3.4 tattoo the animal before it leaves his possession.

3.9.1 With effect from 1 January 2003 all registered and approved Bonsmara bulls (SP and Appendix B) shall be branded with the brand mark that the Bonsmara Cattle Breeders' Society caused to be registered in terms of the Livestock Brands Act 87 of 1962.

The brand shall consist of  on the right shoulder of the animal.



Branding shall be effected with registered and numbered Bonsmara branding irons/tools, which shall remain the property of the Society. On termination of membership branding irons/tools shall be returned to the Society.

**4. NAMES**

- 4.1 In addition to the identification marks referred to in Bye-law 3, all live Bonsmaras of which the Births are notified and all animals offered for Recording or registration must be explicitly named: Provided that the name may be substituted by the animal identification mark. Council shall have the right to refuse any application in respect of a Bonsmara, which in its opinion, cannot be clearly identified or is misleadingly named.
- 4.2 The name shall include the prefix registered in favour of the Breeder, and exclusive of the prefix, shall not exceed eighteen (18) spaces.
- 4.3 The name of any Bonsmara, once accepted for Recording 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 as provided for in Bye-law 3.5 and 3.6.

**5. NOTIFICATIONS OF BIRTHS AND APPLICATION FOR REGISTRATION OR RECORDING**

- 5.1 The Breeder of a Bonsmara born from a recorded or registered dam, shall notify the Society of the Birth of such a calf within thirty (30) days, whether it is born dead or alive, whether such a calf be pure-bred or cross-bred, or retained for Recording or registration or otherwise. A notification of Birth which reaches the Society after thirty (30) days but within ninety (90) days from the date of Birth of the calf, if the notification is otherwise in order, will be accepted. Birth notifications received by the Society later than ninety (90) days after the Birth of a calf may only be accepted after approval by Council and under circumstances that Council regards as exceptional and worthy of condonation. Penalties as determined by the Council from time to time shall be levied on all late Birth notifications.
- 5.2 No births will be recorded by the Registering Authority if a laboratory reference number indicating extracted DNA or a reference number for a

suitable biological sample in a BioBank for the recorded sire is not recorded on the System.

- 5.3 In the event of multiple Births, the Breeder shall in addition to the particulars ordinarily required also record on the Birth notification of each calf the name, sex and identification marks of the other calf or calves.
- 5.4 Breeders who keep computerized records of their herds may on application to the Breed Director/Manager be permitted to notify the Births of calves in a format as accepted by Council.
- 5.5 A Birth notification or application for Recording or registration in respect of a Bonsmara begotten as a result of an Embryo transfer must be submitted to the Society as prescribed by the Society.
- 5.6 The Council shall cause a record to be kept in the name of each Breeder of the Births and such other details as may be considered necessary of all calves whether born alive or dead, whose Births have been duly notified by such Breeder to the Society.
- 5.7 All applications for Recording or registration shall be deemed to include an undertaking and declaration to the effect that the relevant applicant bred the relevant animal and that the pedigree, breeding particulars and identification marks as set out in the application are correct, and that the relevant applicant agrees to observe and be bound by the Constitution, rules and regulations of the Society.
- 5.8 The Birth notification/application for Recording or registration shall also be accompanied, in the case of a Bonsmara imported *in utero*, by the necessary documents or DNA certificates of both sire and dam, endorsed by the Herd Book Society (or body recognized by the Society and the Registrar) in the country of origin, to the effect that -
- 5.8.1 the identity of the sire, as indicated by the said documents is correct;  
and

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

5.9 All animals of which the Births have been notified and accepted for registration shall be entered in the Society's records.

## 6. **RULES AND REGULATIONS GOVERNING ARTIFICIAL INSEMINATION (A.I.)**

6.1 All animals which have been legally begotten through Artificial Insemination (i.e. in accordance with the Act) shall be eligible for Recording or registration: Provided that all requirements of the Constitution have *mutatis mutandis* been complied with and all Bonsmara bulls destined for the practice of A.I. and whose progeny shall be eligible for Recording or registration, must be approved by the Society for such purpose.

6.2 No Birth notification of a calf begotten by artificial insemination shall be accepted by the Society as eligible for Recording or registration unless it is endorsed "begotten by A.I.".

6.3 Irrespective of the provisions of Bye-law 6.1 hereof, where different bulls are used for the supply of Semen for the artificial insemination of the same female at two consecutive heat periods less than twenty-one (21) days apart, no resulting progeny shall be eligible for Recording or registration unless the male parentage has been confirmed by a DNA Parentage Test.

6.4 The Society reserves the right through its representatives to supervise and/or inspect the keeping of records in connection with artificial insemination by its members.

6.5 The Society reserves the right to refuse to record or register in its books the progeny resulting from artificial insemination should any of the rules laid down by the Society not be fully complied with.

6.6 Breeders not resident in the R.S.A. who enjoy the privileges of registration of Bonsmaras under the provisions of the Constitution may apply for registration/ Recording of A.I. begotten progeny: Provided that the Semen is obtained from a source approved by the Society; and provided further that the collection of Semen, the handling thereof, the insemination of animals, and the maintenance of records shall be effected in such manner as may be duly approved by the Society from time to time.

6.7 COLLECTION AND STORAGE OF SEMEN AND REGISTRATION OR RECORDING OF PROGENY RESULTING FROM THE USE OF SUCH SEMEN

6.7.1 The Society confirms the right of breeders to collect, deepfreeze and store Semen of their own bulls for use on their own females. The progeny resulting from the use of such Semen will be eligible for registration or Recording: Provided that:-

6.7.1.1 complete details of the ownership of the bull concerned have been submitted to the Society;

6.7.1.2 the DNA reference number of the bull, allocated by the official DNA laboratory, has been submitted to the Society;

6.7.1.3 all requirements of the Constitution in respect of Birth notifications and recordings or registrations are complied with.

6.8 TRANSFER OF SEMEN FROM ONE BREEDER TO ANOTHER

Semen, collected from a registered bull, may only be sold or used by a Breeder, who is not the owner of the bull, if the bull has been approved by the Society for this purpose, whereafter the Society 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 Bonsmara bulls may be sold to stud breeders and the resulting progeny shall be eligible for Recording or registration.



- 6.9 A Breeder must disclose, prior to the sale of a bull, if he intends keeping semen from the bull for himself or, if the bull has been registered as a semen donor, intends selling semen from the bull.

## 7. RULES AND REGULATIONS GOVERNING EMBRYO TRANSPLANTATION (E.T.)

- 7.1 All Bonsmaras which have been legally begotten as a result of E.T. (i.e. in accordance with the Act), shall be eligible for Recording or registration: Provided that they comply with the following requirements –

7.1.1 Donor cows or heifers from which ova or embryos are to be collected and the bulls mated to them (natural service, artificial insemination or test-tube fertilization), must comply with the Minimum Breed Standards as laid down by Council from time to time and as contained in **Annexure “D”** to the Constitution and must be approved by the Society for the purpose, prior to the collection of the ova or embryos.

7.1.2 Council may lay down standards for recipient dams and may request their approval by Inspectors/Selectors appointed for the purpose prior to Embryo transfers.

7.1.3 Except in the case of a Bonsmara begotten as a result of E.T. and imported *in utero*, all the following documents are submitted to the Society within one hundred and twenty days (120) of each inovation -

7.1.3.1 the duly completed inovation certificate as may be prescribed by the Society;

7.1.3.2 the certificates reflecting the official DNA laboratory numbers of the male and female that gave rise to the Embryo concerned;

7.1.3.3 a certificate signed by a veterinarian, an Embryo transferor, or, in the case of intra-herd E.T., by the Owner or his full-time employee, to the effect that the provisions of the Act have been complied with; and

7.1.3.4 in the case of a Bonsmara begotten from an imported Ovum, a certificate issued by a competent body, recognized by the

Society and the Registrar, in the country of origin. The certificate must state the following details:-

- 7.1.3.4.1 the names, identification and registration numbers of the Ovum and Semen donors;
- 7.1.3.4.2 the date and place of collection;
- 7.1.3.4.3 the number of viable ova collected; and
- 7.1.3.4.4 the date exported.

7.1.4 In the case of a Bonsmara begotten as a result of E.T. and imported *in utero*, the following evidence and documents endorsed by the Herd Book Society (or body recognized by the Society and the Registrar) in the country of origin are submitted to the Society within thirty (30) days of the arrival of the recipient dam in the R.S.A.:-

- 7.1.4.1 evidence of the service or insemination and flushing of the Embryo donor;
- 7.1.4.2 evidence of the transfer of the Embryo concerned and date thereof to the relevant recipient dam;
- 7.1.4.3 two-generation pedigrees of both donors;
- 7.1.4.4 DNA certificates of both donors; and
- 7.1.4.5 evidence that both donors conform to the minimum Production and other requirements as may be determined by Council.

7.2 The Society reserves the right through its representatives to supervise and/or inspect the keeping of records in connection with E.T. by its members.

7.3 Breeders not resident in the R.S.A. who enjoy the privileges of registration of Bonsmaras under the provisions of the Constitution may apply for Recording or registration of progeny begotten as a result of E.T.: Provided that the fertilized ova are obtained from a source approved by the Society, and provided further that the collection of ova, the handling thereof, the involution of the animals and the maintenance of records shall be effected in such manner as may be duly approved by the Society from time to time.

- 7.4 The Society reserves the right to refuse to register the progeny resulting from E.T. should any of these rules not be fully adhered to.
- 7.4.1 Proper records of the donors of the ova or embryos, the identification of the recipient cows to which each Embryo was transferred, the method of fertilization of the ova, details of the bull mated to the donor or the Semen used for the fertilization, the date and place of collection and the treatment of the ova or embryos prior to transfer, the method, date and place of transfer, the name and qualifications of the person(s) that collected and treated the ova or embryos and transferred the embryos to the recipient females, and any other information as specified by Council must be kept. These records must be made available to any official of the Society on request.
- 7.4.2 If ova or embryos were obtained from females not registered in the name of the Breeder notifying the Birth of the calves derived from such ova or embryos, a certificate issued by the Owner of the females at the time of collection and counter-signed by the collector of the ova or embryos proving the origin and parentage of such ova or embryos, must accompany the Birth notification to the Society.
- 7.5 Council shall have the right to limit the number of progeny from a donor cow resulting from E.T. for Recording or registration.
- 7.6 Parentage verification by DNA Parentage Test is obligatory before registration of calves derived from Embryo transplantation unless otherwise determined by the Society.

## 8. **GESTATION AND INTER-CALVING PERIODS**

The gestation period recognised in respect of Bonsmaras shall be two hundred and eighty seven (287) days. The minimum gestation period recognisable shall be two hundred and sixty (260) days, and the maximum period shall be three hundred and eight (308) days. No gestation period outside this range shall be recognised unless confirmed by a DNA Parentage Test. The minimum period between the dates of Birth

of two (2) successive calves out of one cow shall be two hundred and seventy one (271) days.

9. **DNA**

9.1 In order to verify the parentage of a Bonsmara registered or eligible for registration, the Society shall, over and above the obligatory DNA Parentage Test laid down for Embryo transfers, have the right to insist on a DNA Parentage Test:

9.1.1 as a routine procedure

9.1.2 of all herd sires

9.1.3 in any case of doubt.

9.2 The cost of such DNA Parentage tests will be borne by the Society in instances where the Society has called for such tests. In instances where any doubt exists relative to the identification of an animal on the part of a Breeder or Owner and a DNA Parentage test is carried out the cost thereof shall be borne by the person requesting the test.

9.3 The Registering Authority shall nominate the herd/s in which animals are to be subjected to random annual parentage control tests;

9.3.1 The Society shall nominate the animal/s in the relevant herd to be subjected to parentage control tests and the number of animals to be nominated shall be 10% of the particular year's calf crop with a minimum of one calf.

9.3.2 If all the nominated animals test positive no further steps need be taken. Such control tests must be completed within six (6) months from the date of nomination of the relevant herd by the Registering Authority. If not, the registration of animals from such herd will be withheld until such time as the necessary results are received.

- 9.3.3 Should any of the calves nominated for the first test, test negative, the procedures as stipulated by the Registering Authority will be followed.

## 10. REQUIREMENTS FOR RECORDING AND REGISTRATION

- 10.1 All information with regard to correctness of parentage, the inter-Birth cycle of the dam, the ownership of the parents at the time of serving and the Birth of the animal shall be subject to verification before an individual animal is accepted for Recording or registration.
- 10.2 The manner in which records are kept and verified shall comply with the requirements determined by the Registrar.
- 10.3 Inspection shall be a prerequisite for Recording in the Basic Register and for the confirmation of Recording/registration. The Society retains the right to cancel the Recording/registration of any animal that does not conform to the Minimum Breed Standards at compulsory inspection.
- 10.4 All Bonsmaras must be dehorned.
- 10.5 No female from a mixed multiple Birth shall be eligible for Recording or registration unless her ability to breed has been confirmed either by parturition or by means of a blood type or DNA Parentage Test.
- 10.6 Any animal of which the particulars supplied on the Birth notification form are open to question may after thorough consideration of all relevant and ethical factors by the Council be debarred from Recording or registration.

## 10.7 RECORDING AND REGISTRATION

- 10.7.1 The Recording or registration by the Registering Authority of all Bonsmaras shall be made on the recommendation of the Society, and each Breeder having such cattle shall keep a Herd Register wherein shall be entered the dates of Birth of all calves, together with the particulars of sex and breeding and of disposals, sales, deaths,

castration, spaying, etc., failing which, further entries may be disqualified or refused by Council. Breeders may at any time be called upon by the Inspector/Selector to submit records for examination.

10.7.2 Applications for the Recording or registration of Bonsmaras must either be made by completing and lodging the form(s) as may be prescribed by the Council from time to time or be made electronically in the prescribed manner.

## 10.8 SOUTH AFRICAN BRED BONSMARAS

10.8.1 Except as provided for in Bye-law 1.1 and 1.2.1 (in respect of Basic Register and Appendix A females), no application for Recording or registration of a South African Bred Bonsmara shall be considered unless details of its Birth have been duly notified and accepted in terms of Bye-law 5, and

10.8.1.1 both its parents; or

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

have been recorded or registered by the Society.

10.8.2 Except in the case of Basic Register and Appendix A females and imported Bonsmaras application for Recording or registration of an animal shall be made simultaneously with the notification of its Birth. In all cases, the form of application shall -

10.8.2.1 be laid down by the Registering Authority; and

10.8.2.2 be endorsed by the Society to the effect that all the requirements of the Constitution have been met.

## 10.9 IMPORTED BONSMARAS

10.9.1 An imported Bonsmara or one resulting from imported Semen, or *in utero* shall be eligible for Recording or registration provided the requirements of the Constitution have *mutatis mutandis* been complied with.

- 10.9.2 An imported Bonsmara animal shall be eligible for Recording or registration provided the application for registration is accompanied by -
- 10.9.2.1 the necessary documents described in Bye-laws 6 and 7; and
- 10.9.2.2 a report of the Inspector/Selector confirming-
- 10.9.2.2.1 that the animal bears the permanent indelible identification marks as recorded on the registration or export certificate;
- 10.9.2.2.2 that 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 applicant's farm on the date stated; and
- 10.9.2.2.3 that the animal arrived on the applicant's farm on the date stated; and
- 10.9.2.2.4 the parentage of the animal.
- 10.9.3 The Registering Authority shall issue Recording or registration certificates in respect of imported animals.

#### 10.10 BONSMARAS RESULTING FROM IMPORTED OVA OR EMBRYOS

Animals resulting from the inovation of imported ova or embryos, in respect of which Bye-law 7 and all other provisions of the Constitution *mutatis mutandis* have been complied with, shall be eligible for Recording or registration.

### 11. INSPECTION AND PRODUCTION REQUIREMENTS

- 11.1 Minimum standards shall be determined from time to time by Council in terms of Clause 17.29 of the Constitution, with respect to -
- 11.1.1 inspection of all Bonsmara animals as a prerequisite for Recording or registration; and
- 11.1.2 as a requirement for the maintenance of registration status of all Bonsmaras.

11.2 No Bonsmara shall be accepted for Recording or registration if it has been treated with hormonal growth stimulants.

11.3 INSPECTION AND DUTIES OF INSPECTOR(S)/SELECTOR(S)

11.3.1 The Council shall appoint Inspectors/Selectors to inspect all animals eligible for Recording or registration. If possible all breeders, having cattle for inspection will on application to the Breed Director/Manager be visited at least every consecutive year.

11.3.2 The Inspectors/Selectors shall use the Minimum Breed Standards as prescribed with special attention to weight-for-age.

11.3.3 The Inspectors/Selectors shall inspect each eligible animal upon presentation of its inspection form (or its Recording or Registration certificate or the duplicate of its Birth Notification) and shall satisfy themselves that the age, identification, etc., as notified 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 Standards and the minimum Production testing standards. Any inconsistencies and discrepancies shall result in the cancellation of the particular animal's Recording or registration and shall be reported to the Council.

11.3.4 The registration of all animals rejected at inspection shall be duly cancelled by the Society with the relevant Registering Authority.

11.3.5 All Bonsmaras must be inspected and approved before the age of thirty-six (36) months or before being sold and must comply with the Minimum Breed Standards as may be determined by Council from time to time (and set out in **Annexure "D"** to the Constitution) in order for its registration to be maintained. The Inspectors/Selectors are empowered to, after thorough consideration of all relevant and ethical factors, hold any particular animal over for inspection during their next visit regardless of the maximum ages referred to above.

EXCEPTIONS:



Basic females or imported Bonsmaras can be inspected at any acceptable age as determined by the Inspector/Selector.

- 11.3.6 Any Breeder dissatisfied with an Inspector's/Selector's decision may lodge an appeal to the Breed Director/Manager within one (1) week from the time the inspection took place. Such appeal must be accompanied by a deposit of an amount as prescribed by Council from time to time. A board of appeal appointed by the Breed Director/Manager will, within thirty (30) days after the appeal has been lodged, re-inspect the animal or animals in question and if the appeal is upheld the deposit per animal approved will be refunded; if not the appellant forfeits his deposit and pays any additional costs of Inspectors/Selectors.
- 11.3.7 Timeous notice shall be given to breeders as to the approximate date and time of the intended visits of the Inspector(s)/Selector(s).
- 11.3.8 Special inspections can only be carried out by permission of the Executive Committee if the applicant pays the travelling and out of pocket expenses of the Inspectors/ Selectors, as laid down by the Council from time to time, and provided the Inspectors/Selectors are available.
- 11.3.9 Inspectors/Selectors appointed by the Society shall always act as propagandists and give demonstrations and lectures at convenient centres during their tours, where meetings are possible with local farmers, or under the auspices of district Farmers' Associations or Agricultural Show Societies.
- 11.3.10 The Inspectors/Selectors shall classify and grade stock of breeders at a fee that shall be prescribed by the Council from time to time.
- 11.3.11 The Inspector/Selector, acting on the instructions of the Council may at any time, without previous notice carry out a general inspection of any herd.
- 11.3.12 The Inspector/Selector may not accept instructions or commission from members to negotiate the buying and selling of Bonsmaras.

- 11.3.13 No Breeder shall act as an Inspector/Selector of and approve his own animals unless assisted by another independent Member.
- 11.3.14 Fees payable for inspections and any other duties performed by Inspectors/Selectors shall be determined by Council from time to time.
- 11.3.15 When another Member's animals are inspected the inspection will only be recorded by the Registering Authority if the inspector is duly registered with the relevant Registering Authority by the Society.

## 12. RECORDING OR REGISTRATION CERTIFICATES

### 12.1.1 RECORDING OR REGISTRATION CERTIFICATE

Recording or registration certificates to be issued by the relevant Registering Authority on request in respect of a Bonsmara may be in the form as decided by the Society. Data in respect of Production measured in Production Recording or other information, may appear on the Recording or registration certificate or an accompanying certificate.

- 12.1.2 In respect of a Bonsmara begotten by inovulation, the letters "Inov" shall be printed on the Recording or registration certificate after the animal's name.

### 12.2 CANCELLATION OF RECORDING OR REGISTRATION

#### 12.2.1 NOTIFICATION OF EVENTS WHICH NECESSITATE CANCELLATION OF RECORDING OR REGISTRATION

If an animal which has been recorded or registered, or is eligible for Recording or registration, has died, been castrated, spayed, or sold for slaughter, such event with date of occurrence must be notified to the Society within thirty (30) days.

#### 12.2.2 CANCELLATION OF RECORDINGS OR REGISTRATIONS

The Council may direct the Breed Director/Manager to cancel the Recording or registration of any animal that has -

- 12.2.2.1                    been recorded or registered by mistake;
- 12.2.2.2                    been recorded or registered on the strength of false or fraudulent information supplied by the Owner;
- 12.2.2.3                    been recorded or registered after the Owner has failed to comply with any Bye-law which should have been complied with in order to ensure a faultless Recording or registration;
- 12.2.2.4                    in the case of cows and heifers, failed to meet the Minimum Breed Standards.
- 12.2.3                    Before so applying for the cancellation of the Recording or registration of an animal, the Breed Director/Manager shall give the Owner of the animal at least thirty (30) days' written notice to his last known address of his intention to do so, except when Bye-law 12.2.2.4 is enforced, when it will take immediate effect.

### 12.3                    RE-INSTATEMENT OF RECORDING OR REGISTRATION

In the event of the Recording or registration of a Bonsmara having been cancelled, such animal may be re-instated in the records of the Society: Provided that the application for the re-instatement is made by the person who originally applied for the cancellation of the Recording or registration certificate. The re-instatement of any such Bonsmara shall be effected upon payment of such fee as may be determined by Council from time to time.

### 12.4                    EXTENDED PEDIGREES

- 12.4.1                    Any person may apply to the Breed Director/Manager for a form of extended pedigree in respect of an animal which has been recorded or registered. Every such application shall be accompanied by the requisite fee prescribed by the Council from time to time.
- 12.4.2                    This does not prohibit the Breeder of any animal which is not recorded or registered by a Registering Authority to supply particulars of the pedigree of such an animal in writing or otherwise.

12.5 EXPORT CERTIFICATES

The Recording and registration certificates shall be the export certificates of the Society. (See Bye-law 16)

12.6 ALTERATIONS OR ADDITIONS TO RECORDING REPORTS OR  
REGISTRATION CERTIFICATES

Any alteration or addition to the essential information or particulars officially entered on any Recording Report or registration certificate which has not been initialled by the relevant authorised official of the Registering Authority, or any unauthorised endorsement or remark on such Recording or registration certificate bearing upon the essential information or particulars contained therein, shall render such certificate or report invalid.

13. **TRANSFERS**

13.1 A change of ownership shall be deemed to have taken place when:

13.1.1 an animal is sold, exchanged or donated;

13.1.2 an animal is inherited;

13.1.3 a partnership is dissolved; or

13.1.4 an animal is recorded or registered jointly in the name of more than one Owner and any one (or more) of such Owners disposes of his/their share in the animal so recorded or registered, or relinquishes his interest in the said Recording or registration for any reason whatsoever.

13.2 Any person selling or effecting a change of ownership of a recorded or registered animal, or animal eligible for Recording or registration, shall be bound to notify the relevant Registering Authority for transfer of such animal to the purchaser or new Owner.

- 13.3 Such application for transfer shall be submitted to the relevant Registering Authority within thirty (30) days from date of delivery of the animal concerned: Provided that should such application be submitted to the relevant Registering Authority more than thirty (30) days but within sixty (60) days, or more than sixty (60) days but within ninety (90) days after such delivery.
- 13.4 An application for such transfer submitted to the relevant Registering Authority more than ninety (90) days after such delivery, shall be accepted and dealt with by the Council-
- 13.5 An application for the transfer of a recorded or registered animal shall be done in the manner as may from time to time be prescribed by the Council.
- 13.6 For purposes of the foregoing Bye-law 13.4 the date of transfer shall be deemed to be the date on which an animal left the possession of the Seller or transferor.
- 13.7 If the animal to be transferred is an in-calf female, the transferor shall, together with his application for transfer, submit the full name and Herd Book number of the sire which served her or of the bull with whose Semen she was inseminated, and the insemination date/s, whichever the case may be. In the case of the transfer of a recipient dam, the application for transfer shall be accompanied by the Birth notification/application for Recording or registration referred to in Bye-law 5.8.
- 13.8 Should for any reason whatsoever the Seller or transferor, in the opinion of the Council, completely fail or refuse to take any steps to effect such transfer and should the transferee be willing to pay such fees as the Council may prescribe, the Council may undertake such steps as it may deem fit to meet the wishes of the purchaser or transferee, provided that in such case the provisions of sub Bye-Laws 13.3 and 13.4 shall *mutatis mutandis* apply to the relevant transferee.

13.9 In all 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.

13.10 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 Society.

#### 14. **JOINT OWNERSHIP OF BONSMARAS**

When a Bonsmara animal is transferred to joint owners, the full name and address of each joint Owner shall be submitted to the Society or the relevant Registering Authority.

#### 15. **REFUSAL OF APPLICATIONS**

15.1 In the case of Bonsmara progeny begotten from a dam mated to different males or inseminated with Semen from different males at consecutive oestrus periods within twenty-one (21) days, the Society shall refuse Birth Recording or registration unless the male parentage is confirmed by means of a DNA Parentage Test.

15.2 The Society may 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.

15.3 The Society may, in addition, cancel any or all previous entries made in the Herd Book on behalf of such person.

15.4 The Society shall not take any action under Bye-laws 15.2 and 15.3 except after an investigation by a commission consisting of the Chairman and/or vice-Chairman and two other members appointed by Council, and in accordance with the recommendation of that commission.

**16. IMPORTATION AND EXPORTATION OF BONSMARA ANIMALS, SEMEN OR OVA**

- 16.1 Applications to import or export Bonsmara animals, Semen or ova, shall be submitted in triplicate, on forms approved by the Registrar, to the Society, together with the prescribed fee; the Society shall forward two copies together with its recommendation in regard thereto, and the required documents reflecting the details referred to in Bye-law 16.2, to the Registrar.
- 16.2 Council shall determine minimum Production and other requirements for the importation and exportation of Bonsmara animals, Semen and ova in terms of Clause 17.29 of the Constitution and in terms of the Act, and no such importation or exportation shall be recommended to the Registrar by the Society unless the said requirements are complied with.
- 16.3 Imported Bonsmaras and Bonsmaras resulting from the importation of Semen or ova which comply with the minimum requirements referred to in Bye-law 16.2 and the requirements of the Constitution shall be eligible for registration.
- 16.4 The Registering Authority may, upon application, issue export certificates in respect of Bonsmara animals, Semen or ova in the form desired by the Society and approved by the Registrar.
- 16.5 No animal or genetic material may be exported without written authorisation from the Registrar in accordance with Section 17 of the Act.

**17. CLUBS**

During the early seventies the Council implemented the establishment of regional structures to be known as '*clubs*' in order to assist the Council and the Bonsmara Society to promote the interest of the Bonsmara cattle breed.

Although autonomous, clubs are at all times subjected to the superiority of the Society and its Constitution.

end of General Bye-Laws



## AUCTION SALES UNDER THE AUSPICES OF THE SOCIETY

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### 1. INTRODUCTION

The Society encourages breeders to sell stud Bonsmaras on auction sales conducted under its auspices. This provides protection to sellers and buyers of such animals, offers certain financial advantages to the seller, and ensures buyers of the integrity of transactions.

### 2. CATEGORIES OF SALES

Bonsmara stud sales can be classified in the following categories:

#### 2.1 Production or Stock Reduction Sales.

2.1.1 'Production or Stock Reduction Sales' includes:

2.1.1.1 bull sales;

2.1.1.2 sales of approved female animals with or without calves; and

2.1.1.3 sales where the entire herd is offered in pairs and the bidder can select one out of a pair for which his bid has been accepted.

2.1.2 More than one Breeder may combine to present such a Production or Stock Reduction Sale.

#### 2.2 Total Dispersal Sales.

2.2.1 'Total Dispersal Sales' are sales held when a Breeder intends to terminate his stud breeding operation by selling all his registered animals. A Total Dispersal Sale will consequently firstly feature all

the animals on the Breeder's herd list in its catalogue and, secondly, present all the animals in the sale ring.

- 2.2.2 Any other term used for a sale that might create the impression to the buying public that the sale is a Total Dispersal Sale, will also fall under the rules applicable to Total Dispersal Sales. The Council retains the right not to allow a Breeder to advertise a sale as a Total Dispersal Sale if evidence exists that some of the best animals have already been sold or alienated before the auction, unless the seller discloses this in his advertisements.

2.3 **Club Sales or National Sales.**

'Club Sales or National Sales' are sales held under the rules of the Society by recognised Bonsmara Clubs or by the Council which are conducted under the auspices of the Society.

2.4 **Commercial Bonsmara Sales.**

'Commercial Bonsmara Sales' are sales arranged by recognised Bonsmara clubs on which commercial animals consisting of mainly commercial female animals are sold, may be held under the auspices of the relevant Club, provided the animals on offer have been inspected visually and approved by a Senior Selector of the Society.

3. **DATE OF AND PLACE OF SALES**

- 3.1 In the interest of both sellers and buyers sales should be held on different days unless the places where the sales are held are far apart and in totally different climatic regions. The dates and places of sales should be such that, in as far as possible, a buyer of animals should be able to attend all sales relating to animals from climatic regions similar to the climatic region in which the farm on which the relevant buyer intends to keep the animals is situated.

- 3.2 The Breed Director/Manager shall use its best endeavours to assist sellers in arranging the dates of their sales so as to prevent the dates to conflict with the dates of the sales of other sellers in similar climatic regions. To enable the Breed Director/Manager to thus assist, a Breeder planning to present a sale under the auspices of the Society must, at least 3 (three) months prior to the contemplated sale, notify the Breed Director /Manager of the proposed date of the sale.
- 3.3 The Breed Director/Manager shall, on receipt of the notice contemplated in clause 3.2 of this Annexure “C”, advise the relevant seller of other sale dates applied for and shall in the best interest of breed promotion, in conjunction with the seller, apply the following priority order when registering sales: Society Sales (National Sale) will at all times take preference, then Club Sales and after that breed group and private (production and dispersal) sales. History of sales and/or established interests will be considered and taken into account when sale dates are arranged and registered.

#### 4. **CONSUMER PROTECTION ACT**

- 4.1 The relevant seller may only appoint an auctioneer in terms of a written agreement between it and the auctioneer. The appointed auctioneer must, in the relevant agreement:
- 4.1.1 confirm that he is *au fait* with the provisions of sections 45 and 65(2) of the Consumer Protection Act 68 of 2008 (“**the CPA**”) and regulations 21 to and including 33 of the regulations promulgated under the CPA; and
- 4.1.2 undertake to, in all respects, comply with the said provisions of the CPA and the said regulations promulgated thereunder.

## 5. UNDER THE AUSPICES OF THE SOCIETY

5.1 “Under auspices of the Bonsmara Cattle Breeders’ Society of South Africa” means that the Society will verify the authenticity of the breeding and performance data of each animal on the catalogue, and that a Senior Selector appointed by the Society shall, within the fourteen (14) days immediately prior to the sale, visually inspect and approve each animal as suitable for transfer to another breeder.

5.2 Notwithstanding that an auction is held under the auspices of the Society:

5.2.1 the Society does not warrant that any animal being auctioned:

5.2.1.1 is the animal as described in the catalogue and/or any other relevant documents; or

5.2.1.2 is free from any defects or disease.

5.2.2 neither the Society nor any office bearer of the Society shall be liable for any loss, damage or expense suffered by any buyer at any auction unless such loss arises as a result of the relevant office bearer of the Society’s dishonesty.

## 6. CATALOGUE

6.1 The prospective seller must, at least 42 (forty-two) days before the proposed date of the sale:

6.1.1 submit a list of the animals to be offered for sale to the office of the Bonsmara Cattle Breeders’ Society; and

6.1.2 provide the following additional information:

6.1.2.1 The type of sale (for example Production, Total Dispersal);

6.1.2.2 the place of the sale;

6.1.2.3 the date of the sale;

6.1.2.4 the name of seller and auctioneer; and

- 6.1.2.5 the telephone numbers of contact persons.
- 6.2 If the seller wants to mention inoculations or tests (for example brucellosis or fertility tests) the month and year of the inoculation or test must be given. Whether only the animal, or the entire herd, has tested negative may also be mentioned.
- 6.3 Any female animals 30 (thirty) months or older offered for sale must be certified pregnant or must be accompanied by her calf of younger than 8 months to be offered on a sale under the auspices of the Society.
- 6.4 After the Bonsmara office has approved the draft catalogue, it may be printed. A copy of the final catalogue must be submitted along with the approved draft to the office at least 48 (forty-eight) hours before the sale takes place.
- 6.5 **Please note: The requirements for catalogues may, from time to time, be amended by the Council in order to include new data with regard to Estimated Breeding Values or other relevant information.**

## 7. INSPECTION / SCREENING

- 7.1 The Bonsmara office will designate one or more Senior Selector appointed by it to inspect the animals to be offered on the sale.
- 7.2 Animals rejected by a selector during a visual inspection may not be offered for sale as stud animals outside the auspices of the Society at the end of the sale or on the day of the sale. Such animals may either be offered as commercial or slaughter animals after the sale, or the seller may withdraw them from the sale and sell them out of hand as stud animals at a later date.

## 8. PRODUCTION AND CLUB SALES

- 8.1 At all sales held under the auspices of the Society, the auctioneer will read the meaning of the concept 'Under the auspices of the Society', and, in particular

the indemnity, as set out in rule 4 of these Rules, to the buying public before bidding commences.

- 8.2 Animals which, in the opinion of the selector inspecting the cattle before the sale, do not conform to the Minimum Breed Standards or are not worth selling, may under no circumstances be offered for sale during a sale held under the auspices of the Society. The animals may however be sold after the sale and a clear explanation by the auctioneer that they are being offered as commercial or slaughter animals. However, they may not be transferred to the new owners for registration purposes. The same applies to animals that are found not to meet the requirements during verification of the catalogue. Animals that are not approved on grounds of their sale value may be sold out of hand at a later stage. Should the relevant seller decide to proceed with the sale of the rejected animals the responsibility *vis-à-vis* the relevant buyer will rest with the seller. The Society will under no circumstances transfer such animal to the new owner for registration purposes and will not get involved in claims by buyers as the result of any misunderstanding.
- 8.3 The seller or any agent nominated by him may not bid on that seller's animals at any auction held under the auspices of the Society.
- 8.4 With the exception of unweaned calves sold with their mothers, unselected young animals of which the necessary weights for the processing of the official data of the relevant production recording required for selection have not yet been established within the group, must be offered in one group or in groups of at least ten (10) animals to enable the new owner to establish the required weights within the group.

## 9. **DISPERSAL SALES**

In addition to the provisions of rules 8.1 to and including 8.4 of these Rules, the following rules will also apply to dispersal sales.

- 9.1 the booking of a dispersal sale at the Society is merely a provisional booking pending its confirmation by the Breed Director/Manager;
- 9.2 if a Breeder presents a total dispersal sale in two parts - such as the selected animals first and the younger animals after selection at a later stage - the seller may apply in writing to the Council for extension of his membership for an agreed period;
- 9.3 if the Breeder is for acceptable reasons unable to sell all his Bonsmaras at a dispersal sale, he may submit a written motivation to the Council for extension of his membership to allow him to dispose of the remaining animals;
- 9.4 a Breeder or seller at a total dispersal sale will be expected to resign from the Bonsmara Cattle Breeders' Society within three (3) months of the sale, as the intention was to sell everything. Should circumstances however change during or after the sale, the breeder will have to submit a written motivation to the Breed Director/Manager concerning his situation. In cases such as these the Breed Director/Manager will use his discretion, or submit the case to the Council;
- 9.5 all Bonsmaras registered in the name of a specific Breeder must be offered at a Total Dispersal Sale. On the presentation of an acceptable reason, the Council may approve that only a portion of a Breeder's cattle may be sold at a dispersal sale. Breeder's membership will then be terminated.
- 9.6 Bonsmaras sold at a dispersal sale may not be transferred as registered animals to the name of a Breeder in which the seller has an interest.
- 9.7 Should a Breeder be guilty of contravention or infringement of the rules contained in this Annexure "C" the Council has the power to impose penalties which it may deem expedient which could include the following:
- 9.7.1 refusal to transfer animals in question;

- 9.7.2 suspension of services; or
- 9.7.3 suspension or termination of membership.

END OF ANNEXURE "C" -

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