



Kennel Union of Southern Africa

THE ARTICLES

(Effective 1.02.2020)

1.1 ESTABLISHMENT OF ASSOCIATION

- 1.1.1 An apolitical voluntary Association NOT FOR GAIN is hereby established, for the objects and subject to the terms and conditions set forth in this Constitution;
- 1.1.2 The Association shall continue for an indefinite period, notwithstanding changes in its membership;
- 1.1.3 The Association shall have legal personality and may institute or defend legal proceedings in its own name and in accordance with the further provisions of this Constitution.
- 1.1.4 The Association shall conduct its business in compliance with the provisions of the Animal Improvement Act, 62 of 1998.

1.2 NAME

The name of the Association shall be The Kennel Union of Southern Africa, a Registering Authority and an Animal Breeders' Society, registered in terms of the Animal Improvement Act, 62 of 1998 and shall operate subject to the Act.

2. INTERPRETATION OF TERMS

Throughout this Constitution and all Schedules, Rules, Regulations and By-Laws framed thereunder, unless inconsistent with the context thereof:

“Act” means the Animal Improvement Act, 62 of 1998, as amended from time to time, inclusive of the Regulations issued in terms thereof.

“Affiliated Club” means a Club affiliated in terms of this Constitution to the Kennel Union.

“All Breeds Club” means a Club, the objects of which include the welfare of, interest in, breeding of all recognised breeds of purebred dogs and whose predominant activity is the provision of Championship and other Shows for dogs of all breeds.

“Animal”, for the purpose of this Constitution, includes one or more purebred dogs recognised by the Kennel Union and listed in Schedule 2, Appendix 'A', as updated from time to time, and which are eligible for registering in the KUSA Breed Registers and recording in the KUSA K9 Administration Portal and Database, for which purpose the Kennel Union has been registered with the Department as a Registering Authority and an Animal Breeders' Society.

“Animal Breed Registration system” means the Integrated Registration and Genetic Information System (INTERGIS) established and utilised by the Department to integrate the pedigrees and performance data of Animals.

“Animal Breeders' Society”, for the purpose of this Constitution, means a breeders' society for canine breeds comprising the Kennel Union and its affiliated Clubs and Members, with the object of promoting the breeding, recording or registration, the genetic improvement and the use of canine breeds; 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 Republic or another country, and who is registered in terms of Section 8(7)(a)(i) of the Act.

“Breed Standard” means a written set of phenotypic and/or genotypic standards of excellence determined and applied in terms of this Constitution to promote, encourage and enable the breeding, identification and promotion of physically sound and genetically superior purebred dogs.

“Buyer” means the person(s) to whom ownership/joint ownership of an Animal is transferred by the Seller of such Animal.

“Canine Breed Registration System” means the KUSA K9 Administration Portal & Database, a customised computer system specifically developed and utilised by the Kennel Union to integrate the pedigrees, health, shows, judges and club data and ownership of canines, which is recognised by the Department.

“Centre”, cognisant of the meaning assigned by the Act and without detracting therefrom, for the purpose of this Constitution, means one of the geographical areas identified in Schedule 2, Regulation 2.1.1.

“Chairman” means the Chairman of the Federal Council of the Kennel Union of Southern Africa.

“Championship Show” means a Dog Show at which the Kennel Union permits its challenge and/or other certificates to be awarded.

“Club” means any Association, Club, League or Society of persons unincorporated by whatever style or name and includes a Training Club.

“Constitution” means the Constitution of Kennel Union, inclusive of its Schedules and By-Laws.

“Department” means the department or departments in national government responsible for the administration of the Act at any given time.

“Discipline” means a particular activity at an exhibition of dogs or competitive canine event, including those detailed in Schedule 5E, which may be held by any Affiliated Club qualified to do so in terms of the KUSA Constitution for which there is a Schedule containing Regulations for Judges, Judging, and the form in which the exhibition or competition shall take.”

Disciplines currently recognised by KUSA are:

{Breed, Obedience Classes, Working Trials (Classic), IGP, Breed Working Test, Field Trials, Dog Jumping, Agility, Dog Carting, Flyball), TT (Tracking Trials), Handler Classes, Working Utility Dog (WUD), Dancing with Dogs and Testing Standards for Rescue Dogs}.

“Dog Show or Shows” means any exhibition or Show of dogs as defined in Article 24 of this Constitution.

“Executive Committee” or “Exco” means the Executive Committee appointed by the Chairman of the Federal Council.

“Export” means to take out or cause to take out or send an Animal or genetic material of an Animal from the KUSA Area of Jurisdiction to any country or territory outside thereof.

“Federal Council” or “Fedco” means the Federal Council of the Kennel Union of Southern Africa.

“Group Club” means a Club, the objects of which include the welfare of, interest in, breeding of purebred dogs all of which are classified in the same group in terms of Schedule 2, Appendix “A” or limited to a group of dogs characterised by the same physical traits or limited to a group of dogs whose country or continent of origin is the same and all of which are eligible for exhibition in any Show held by such Club.

“Household” comprises a person or a group of persons, whether related or not, who usually occupy a dwelling, or part thereof, and who provide themselves jointly with food and other essentials for living.

“Import” means to bring or cause to bring an Animal or genetic material of an Animal from outside the KUSA Area of Jurisdiction into it.

“Income Tax Act” means the Income Tax Act, 58 of 1962.

“Kennel Union” or **“KUSA”** means the Kennel Union of Southern Africa.

“KUSA Area of Jurisdiction” means the Centres combined.

“KUSA Breed Registers” means the registers for purebred dogs as contemplated in Schedule 2 of this Constitution.

“Member” means any person who has been elected to membership of the Kennel Union in terms of this Constitution.

“Minister” means the minister in the applicable Department.

“National Canine Care Club” means a Club, operating nationally under the authority of the FEDCO of KUSA, the main objective of which is to promote a better understanding and a wider knowledge of canines and canine affairs amongst the general public; to promote goodwill both among people interested in dogs and towards dogs in general; to encourage, foster and advance responsible dog

ownership, including the responsible keeping and general welfare of all dogs, which may include purebred dogs and dogs of any ancestry.

“Official Kennel Union Journal” means the official website of the Kennel Union or any social media platform maintained and populated under the control of the Kennel Union, or a combination of these electronic media.

“President” means the President of the Kennel Union of Southern Africa.

“Registered Post” or **“Registered Mail”** shall be deemed to include any method of delivery where the consignee has to sign acknowledging receipt of the document, letter, package or parcel and shall include Recorded Delivery, Speed Services, Priority Mail, Certified Mail.

“Register” means the register kept by the Registrar in terms of section 5 of the Act.

“Registering” means the procedure of registering an Animal in the KUSA Breed Registers for purebred dogs and recording its pedigree, health data and ownership in the KUSA K9 Administration Portal and Database.

“Registering Authority”, for the purposes of this Constitution, means the Kennel Union as duly registered in terms of Section 8 (7) (a) (ii) of the Act, and as appointed by the Registrar to record and register Animals in the KUSA Breed Registers for purebred dogs and recording their pedigrees, health data and ownership in the KUSA K9 Administration Portal and Database on behalf its affiliated Clubs and Members.

“Registrar” means the officer designated as Registrar of Animal Improvement in terms of the Act.

“Secretary” means the Secretary of the Kennel Union of Southern Africa.

“Seller” means the person(s), being the owner(s) of an Animal according to the records of the Animal Breeders’ Society or, in the case of an imported Animal, the owner(s) in the foreign country, who disposes of such Animal.

“Specialist Club” means a Club, the objects of which include a welfare of, interest in, breeding of a recognised specific single pure breed of dog which may include facilities for training of such dogs, in accordance with training tests approved for the breed, hold Breed Shows in terms of this Constitution, provide information on breeding and rearing such dogs and generally promote the Breed through Club activities in bringing breeders, members and other interested parties together to encourage interest and involvement in Club affairs to the betterment of the Breed concerned.

“Specialist Discipline Club” means a Club, the objects of which is to promote a specific Working Discipline or specific Working Disciplines recognised by the Kennel Union, which does not generate income from training and holds shows relating to these Working Disciplines in terms of this Constitution.

“Training Club” means a Club, the main object of which is the training of dogs which may include purebred pedigree dogs and dogs of any ancestry which are not eligible for entry to the KUSA Breed Registers.

“Trophy Show” means any Show, Championship or Non-Championship, at which trophies are awarded.

“Veterinarian” means a person registered in terms of the Veterinary and Para-Veterinary Professions Act, 19 of 1982 to practise a veterinary profession as defined in section 1 of the Act.

“Working Disciplines” means all disciplines other than Breed.

In this Constitution, unless the contrary intention appears clearly from the context, words importing the singular shall include the plural, words importing the masculine shall include the feminine gender, and neuter, and *vice versa* unless such interpretation is repugnant to the context thereof.

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

If and to the extent that any provisions of this Constitution are in contravention to any provision of the Act, such provision shall, to the extent of such contravention, deemed to be *pro non scripto*.

3. OBJECTS

The objects of the Kennel Union shall be:

The administration, development, co-ordination or promotion of sport or recreation in which the participants take part on a non-professional basis as a pastime, and as detailed below:

- 3.1 To promote the improvement and general well-being of dogs through the Code of Ethics, regulated by the provisions of Schedule 9 (Code of Ethics);
- 3.2 to promote Breed Health and to encourage the responsible not-for-profit breeding and showing of purebred dogs, thereby to ensure that their functional health and physical features meet the Standard set for each Breed, enabling them to work and carry out the distinctive functions for which they were bred;
- 3.3 to suppress and abolish any forms of fraudulent or discreditable conduct in canine affairs;
- 3.4 to regulate the holding of Training Classes and all events forming part of the Schedules of this Constitution;
- 3.5 to permit Dog Shows, Obedience Tests, Working Trials, Field Trials and other events;
- 3.6 to frame, enforce, amend and add to Schedules, Rules, Regulations, and By-Laws made under the powers conferred by this Constitution for the Conduct of Training Classes, all events forming part of the Schedules of the Constitution and the administration of all matters falling within the jurisdiction of the Kennel Union;
- 3.7 to maintain classifications of recognised breeds of dogs and to approve breed standards;
- 3.8 to register pure bred dogs and issue pedigrees, affixes and transfers of dogs and other associated transactions in terms of the Act;
- 3.9 to approve the appointment of Judges to officiate at Dog Shows, Obedience Tests, Working Trials, Field Trials and other events;
- 3.10 to award Challenge Certificates, other Certificates, Diplomas and Trophies;
- 3.11 to establish, approve and maintain Provincial and Liaison Councils and other councils and committees;
- 3.12 to approve, recognise and register Associations, Clubs, Leagues, Societies, and other organisations concerned with canine activities and affairs;
- 3.13 to maintain a library and other written records relating to canine affairs;
- 3.14 to publish an Official Kennel Union Journal and to host various social media platforms.
- 3.15 to investigate, examine and advise its members of legislation affecting dogs or any of the objects of the Kennel Union;
- 3.16 to provide premises for the transaction of its business and the use of its members;
- 3.17 to investigate, enquire into and adjudicate upon all complaints referred to it or initiated by the Secretary in terms of the Constitution and to arbitrate in cases of dispute submitted to it for arbitration;
- 3.18 to penalise and punish by fine, suspension, disqualification or otherwise, persons found guilty of offences, charges or infringements defined in this Constitution;
- 3.19 to make and enter into bilateral or unilateral agreements with National Governing Bodies of Canine Affairs in other countries of the world, pursue membership of International Canine Organisations, and establish agreements or relationships with Clubs, Societies and other Organisations domiciled within the KUSA area of jurisdiction, or outside thereof, including those that have their own Breed Registries, all with a view to achieving cooperation in canine affairs and, where applicable, mutual recognition in relevant spheres of canine activities;
- 3.20 to conduct its operations as a Registering Authority and an Animal Breeders' Society in an altruistic and/or philanthropic manner and as by the provisions of the Act.

4. **POWERS**

For the better attainment of its objects, the Kennel Union shall be empowered to:

- 4.1 Give advisory opinions and make recommendations to Affiliated Clubs, Members, Local or Central Government and any bodies associated therewith;
- 4.2 institute enquiry into and investigation and demonstration of matters relating to any of its objects;

- 4.3 exercise control, through its affiliated Clubs, of television film and any other professional film taken at any Show held under its jurisdiction;
- 4.4 levy affiliation fees, entrance fees and subscriptions; levy insurance contributions and impose other monetary contributions as may seem necessary and expedient from time to time for the better conduct of Kennel Union business;
- 4.5 accept, hold and administer subscriptions, donations, legacies, bequests and other payments made to the Kennel Union for any specific purpose or for the general purposes thereof;
- 4.6 borrow and raise money by means of loan or bank overdraft upon such rate of interest and other terms as it may determine and may in security for such money so borrowed or so raised, pledge and mortgage any movable and immovable property, investments and security;
- 4.7 appeal, advertise, canvas, petition and solicit for any subscriptions and donations in money and property of every kind and description from any source;
- 4.8 purchase, lease, acquire, exchange or hire any movable or immovable property and any rights and privileges which are considered necessary or convenient for the promotion of its objects, and to construct, maintain, demolish or alter any building necessary or convenient for its objects;
- 4.9 sell, dispose of, alienate, lease, mortgage, pledge and encumber any of its assets, whether movable or immovable, which may seem necessary or convenient for the promotion of its objects;
- 4.10 lend money to any person, partnership, body corporate or unincorporated, or trust, upon security of mortgage bonds, pledges of movable property or upon such other form of security and upon such rate of interest as it may decide from time to time;
- 4.11 bind itself as surety, co-surety, co-principal debtor, and guarantor for and on behalf of any person, partnership, body corporate or unincorporated, or trust, upon security of mortgage bonds, pledges of movable property or upon such other form of security and upon such rate of interest as it may decide from time to time.
- 4.12 invest the Kennel Union's monies in income-bearing securities, property, or otherwise, with further power to sell or dispose of any investments made and to reinvest and transpose any investment;
- 4.13 establish and support or aid in the establishment or support of any charitable activity, body, institution or association and to subscribe and guarantee money calculated to further its objects or charitable purposes of the Kennel Union;
- 4.14 appoint and dismiss officers, clerks and servants and to use Kennel Union funds (other than trust funds administered under the terms of the trusts) for the payment of salaries, wages, insurance, pension contributions, medical aid contributions and any other financial liability, whether it arises from contract of employment or statutory liability occasioned by the employment of such officers, clerks and servants;
- 4.15 delegate powers to Agents to act on behalf of Kennel Union and to engage Attorneys, Notaries and Conveyancers (with power to brief Council), Brokers, Accountants, Auditors, Secretaries, Actuaries, Valuers, Assessors, professional and other assistants whenever according to normal business needs and practice such delegation or engagement is reasonable;
- 4.16 institute and defend any legal proceedings;
- 4.17 to do all things required to function optimally and legally as a Registering Authority and Animal Breeders' Society in terms of the Act;
- 4.18 do all other things as are incidental or conducive to the attainment of the Kennel Union's objects or any of them.

5. COMPOSITION

- 5.1 The Kennel Union shall consist of all affiliated Clubs, elected members and of such other Clubs, and members elected from time to time.
- 5.2.1 The Kennel Union may have a Patron (who shall remain in office at pleasure), Life Members

and Life Vice-Presidents and Vice-Presidents, and shall have a President, a Chairman of the Federal Council and a stipendiary General Manager

- 5.2.1.1 The terms and conditions of service of any person appointed General Manager shall be determined by the Federal Council.
- 5.2.1.2 The General Manager may not be a member of the Federal Council.
- 5.2.1.3 The General Manager shall recuse himself from that part of any meeting where his terms and conditions of service or performance are tabled or are discussed.
- 5.2.2 The President, the Chairman of the Federal Council and Vice-Presidents shall retire quadrennially but shall be eligible for re-election.
- 5.2.3 The Chairman of the Federal Council for the time being shall be the Trustee of the Kennel Union.
- 5.2.4 The Federal Council any Provincial, Breed or Liaison Council and any Standing, Permanent, Special, Review, Investigatory Committee or Sub-Committee thereof shall consist of current members in good standing of the Kennel Union.

6. **CONTROL**

- 6.1 All the business of the Kennel Union shall be managed by and all its powers and functions delegated to the Federal Council in which vest all control and management of the Kennel Union. Under this Constitution the Federal Council is empowered to make, amend, alter, cancel and revise Schedules, Rules, Regulations and By-Laws and to do or authorise to be done anything necessary for the advancement or fulfilment of any of the objects of the Kennel Union and of all matters incidental or conducive thereto.
- 6.2 Notwithstanding the previous of Article 6.1, the Kennel Union shall have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the Kennel Union and no single person shall directly or indirectly control the decision making powers relating to the Kennel Union.

7. **OFFICE**

The Office of the Kennel Union shall be at Cape Town or such other place within the Republic of South Africa as the Federal Council by unanimous vote may decide from time to time.

8. **AFFILIATION**

- 8.1 Any Club seeking affiliation to the Kennel Union shall make written application in the first instance to the Federal Council via the Provincial Council in whose area the applicant is domiciled. Where no Provincial Council has been established, the application shall be submitted to the Secretary, KUSA, direct.
- 8.2 The application shall be made in the form of a letter giving the applicant's proposed title with at least two alternatives and stating whether it is intended to hold Championship Shows or Non-Championship Shows; and shall be accompanied by:
 - 8.2.1 two (2) copies of the applicant's Constitution, Rules, Regulations and By-Laws;
 - 8.2.2 two (2) copies of a statement setting out the names and addresses of members of the applicant;
 - 8.2.3 the entrance fee payable on application for affiliation as specified;
 - 8.2.4 a letter of sponsorship from at least one (1) Club with similar interests to the applicant as defined by reference to All Breeds Clubs, Group and Specialist Clubs, signed by the Chairman and Secretary of the sponsoring Club.
- 8.3 Before considering any application for affiliation, the Federal Council shall require written confirmation from the Provincial Council in whose area the applicant is domiciled that existing Clubs with similar interests to the applicant and domiciled in the same centre, have had the opportunity of expressing their views regarding the necessity or desirability of an increase in the number of affiliated Clubs.
- 8.4 The Federal Council may refuse to grant affiliation to the applicant.

- 8.5 In the event of the Federal Council granting affiliation to the applicant, it may do so unconditionally or conditionally, and subject to such amendments to the applicant's title, constitution and rules as it shall then impose and it shall nominate the centre within which such Club shall operate.
- 8.6 Upon receipt of advice granting affiliation, the applicant shall, within twenty-one (21) days, forward the appropriate fees and annual public liability insurance premium as specified and shall observe and be subject to the following obligations:
 - 8.6.1 all amendments or alterations to existing Club Constitutions, Rules, Regulations and By-laws must be approved by the Executive Committee
 - 8.6.2 details of every Annual General Meeting and any other Special General Meeting specifying the names of persons present and resolutions adopted, together with one copy of the annual audited accounts of income and expenditure and the Club's balance sheet shall be forwarded to the Federal Council. Minutes of Annual/Special General meetings shall be supplied within thirty (30) days of any such meeting and the copy of the audited accounts shall be supplied once in each calendar year. The Club shall ensure that the Club officials (Chairman, Vice-Chairman, Secretary and Treasurer) names and contact details shall be sent to KUSA for recording each time there is a change and shall further ensure that the Chairman, Vice-Chairman and Treasurer, as well as any Committee Member with financial banking powers, i.e. with signing or transacting powers, in whatever form, on any of the Club's bank accounts, are members in good standing of the Kennel Union. At the same time of sending the names and contact details of Club officials to KUSA, the Club shall also advise the names of the Club Committee members with signing or transacting powers, in whatever form, on any of the Club's bank accounts.
 - 8.6.3 if the Club suspends or expels any member for discreditable conduct or for any other cause, it shall report the matter in writing to the Federal Council within seven (7) days and shall supply further particulars required;
 - 8.6.4 it shall remit its annual affiliation fees as specified in terms of Schedule 7;
 - 8.6.5 it shall subscribe to and be covered by the Kennel Union's public liability insurance, to which all affiliated Clubs are required to belong, and it shall submit all information and complete all such forms and questionnaires as may be required in connection therewith from time to time, and pay the annual premium as specified in terms of Schedule 7, on or before the first day of September in each year, if applicable. No Club shall have the right to contract out of the said public liability insurance, although a Club may arrange such additional insurance to cover specific items if considered necessary and at its own expense.

9. LOSS OF AFFILIATION

- 9.1 At any meeting the Federal Council may, for any one or more of the following reasons, remove any Club from the list of Affiliated Clubs, subject to the Federal Council's decision being adopted by not less than two-thirds of the full Federal Council. Any Club so disaffiliated shall forthwith cease to enjoy the rights and privileges of an Affiliated Club and shall forfeit all rights or claim upon the funds or property of the Kennel Union. The provisions of this Article shall apply to such disaffiliated Club, *mutatis mutandis*.
 - 9.1.1 Void
 - 9.1.2 Failure to adhere to the Club Constitution which has been accepted by the Federal Council.
 - 9.1.3 Failure to submit minutes of Annual and/or Special General Meetings together with audited financial statements and balance sheets where applicable in terms of Article 8.6.2 of the Kennel Union Constitution.
 - 9.1.4 Failure to adhere to Kennel Union Constitutional requirements in respect of:
 - 9.1.4.1 Any event to be held, being held or which was held under a Kennel Union licence.
 - 9.1.4.2 Schedule of Documents and Returns to be sent to the Secretary of KUSA, Schedule 8.
 - 9.1.5 Where the Club Committee has been seen to have acted contrary to the objects of the KUSA Constitution, Article 3. The Federal Council's determination of what may constitute failure to

adhere to any of the objects set out in the Article shall be final and binding.

9.2 Whenever an Affiliated Club's annual affiliation fee remains unpaid one (1) month after the date of renewal, the Secretary shall send a written demand calling for payment forthwith and in the event of the fee remaining unpaid on the thirty-first (31st) day of October, the Club in default shall be removed from the list of Affiliated Clubs.

9.3 Whenever a Club has been disaffiliated under provisions of sub-paragraph 9.1 and 9.2 of the Article, it may submit a request to the Federal Council for reinstatement to the list of Affiliated Clubs and the Federal Council may, on consideration of all the circumstances, grant reinstatement on such terms and conditions as may be decided including payment of all sums due and payable to the KUSA and provided such appeal is received by the Secretary within fifteen (15) months from the date of the Federal Council's meeting at which the decision to disaffiliate the Club was taken.

10. **MEMBERSHIP**

10.1 Any person seeking Membership of the Kennel Union shall make written application on such form or in such manner as the Executive Committee may prescribe from time to time, and shall despatch therewith the entrance fee and current year's subscription fee as specified in terms of Schedule 7. An applicant who is a minor shall be assisted by his natural or legal guardian and no minor shall enjoy voting rights.

10.2 Any person who in the opinion of the Executive Committee has not misconducted himself in any way in connection with dogs, Training Classes and all events forming part of the Schedules of this Constitution or held under a Kennel Union licence, or in any way acted in opposition to the Code of Ethics, the fundamental objects and principles upon which the Kennel Union has been established, or in any other manner which would make it undesirable that he should be a Member, shall enjoy the privileges of a Member of the Kennel Union and shall be elected upon making written application on such form or in such manner as the Executive Committee may prescribe from time to time and paying an annual subscription fee as specified in terms of Schedule 7.

10.3 The Executive Committee may refuse to elect any applicant and refund any subscription fee tendered. Any application received from any person who has been expelled from membership, or who has been convicted in a Court of Law for an offence described in Schedule 1 Rule 2.4 or Schedule 9 Code of Ethics, will be rejected automatically.

10.4 Membership subscription payable by Members shall be due and payable in such manner and at such time as may be determined by the Federal Council.

11. **LOSS OF MEMBERSHIP**

11.1 Whenever a Member's subscription remains unpaid one (1) month after the date of renewal, he shall *ipso facto* cease to be a member of the Kennel Union.

11.2 Void

12. **PRIVILEGES OF AFFILIATION, MEMBERSHIP**

12.1 **Affiliation**

12.1.1 Every affiliated Club shall be entitled to be granted access to information published in the Official Kennel Union Journal.

12.1.2 Every affiliated Club may at any time raise any relevant issue or submit an advisory recommendation to its Provincial Council which shall, if adopted by not less than a majority of fifty per cent of the full number of members of the Council, provided that such number is not less than seven (7), be tabled by the Chairman of such Provincial Council at the next meeting of the Federal Council.

12.2 **Membership**

12.2.1 Only members of the Kennel Union shall be entitled to enter dogs in their registered ownership in any Championship Dog Show, Obedience Class, Working Trial Field Trial or

other Championship event licensed by the Kennel Union, subject to any additional provisions contained in Schedule 3 Regulation 7.

- 12.2.2 Every member of the Kennel Union shall be entitled to be granted access to information published in the Official Kennel Union Journal.
- 12.3 Every person representing the Kennel Union in an official capacity, save and except members of the staff, shall be current members of the Kennel Union.
- 12.4 Any member may at any time raise any relevant issue or submit an advisory recommendation to its Provincial Council which shall, if adopted by not less than a majority of fifty per cent of the full number of members of the Council, provided that such number is not less than seven (7), be tabled by the Chairman of such Provincial Council at the next meeting of the Federal Council.
- 12.5 Any member nominated to sit on the Federal Council, Executive Committee of the Kennel Union as well as the Executive members (Chairman, Vice-Chairman, Secretary, Treasurer) of any Provincial Council of the Kennel Union, shall declare within one (1) month of appointment to the Secretary in writing all their interests, of whatsoever nature, in dog related activities. Where the governing body of the Kennel Union, or such person or persons to whom the authority is delegated, determine that any interests are in conflict with those of the Kennel Union, such nominated members' appointment shall *ipso facto* be terminated.

13. CENTRES

- 13.1 For better administration by the Kennel Union, the areas of Southern Africa falling within its jurisdiction shall be divided into geographical Centres as defined in Schedule 3 Regulations for Championship Shows Regulation 2.1.1.
- 13.2 The boundaries of such Centres enumerated therein shall be guided by but not restricted to the ordinary geographical boundaries observed by the State for the nine Provinces of the Republic of South Africa.

14. FEDERAL COUNCIL MEMBERSHIP

- 14.1 The Federal Council shall consist of:
The Chairman of the Federal Council,
The Chairmen of the Provincial Councils, and the Vice-Chairman of the District of Gauteng & Surrounds Provincial Council, (the Provincial Council Members established in terms of Article 20 of the Constitution), and the Chairman of the Executive Committee. The Executive Committee shall not exceed in number the total number of the Provincial Council Members at any given time, all of whom shall be Members in good standing of the Kennel Union.
- 14.2 The Provincial Council Chairmen and, in the case of the District of Gauteng and Surrounds, the Chairman and the Vice-Chairman, shall be those persons elected at the first meeting in the alternate financial years of each Provincial Council, in terms of Article 11.2 of the Provincial Council Constitution. Should it be necessary, in exceptional circumstances, for a Provincial Council member of the Federal Council to absent himself from any meeting of the Federal Council, he shall notify the Chairman of the Federal Council who may permit the Vice-Chairman of that Provincial Council to take his place, and in the case of the District of Gauteng and Surrounds, the duly elected primary and secondary substitutes to take his/their place/s.
- 14.3 The Provincial Councils shall comprise:
Eastern Cape and Border
Free State (inclusive of Northern Cape)
Kwa-Zulu Natal
District of Gauteng & Surrounds
Western Cape (inclusive of Boland and Southern Cape)
Northern Areas
and such additional Provincial Councils approved by FEDCO/KUSA from time to time in

accordance with the Articles and Constitution of KUSA.

- 14.4 On assuming office, the Chairman of the Federal Council shall instruct the Chairman of each Province and the Vice-Chairman of DOGSPC to obtain, within sixty (60) days of the receipt of such instructions, the name and written acceptance of a nominee elected by the Provincial Council to sit on the Executive Committee. Such nominee shall remain in Office until the termination of the period of office of the Chairman of the Federal Council and such further period contemplated in 14.5 below provided that the appointment is acceptable to all the Provincial Council Chairmen of the Federal Council. Further, nothing herein shall preclude the Chairman of the Federal Council from removing from Office any member of the Executive Committee at any time subject to confirmation of the Federal Council. Such members of the Executive Committee who terminate their period of office with the Chairman of the Federal Council shall be eligible for reappointment. Should, for any reason a member of the Executive Committee not be able to continue in Office a new Provincial nominee shall be appointed following the procedure detailed above.
- 14.5 During the nomination and acceptance period of sixty (60) days, the outgoing Executive Committee shall remain in place and carry out its duties until the name and acceptance of every nominee has been received and confirmed by the Chairman of the Federal Council.
- 14.6 The newly elected and confirmed Executive Committee shall, at its first meeting, from amongst themselves elect a Chairman and a Vice-Chairman. The Chairman shall represent the Committee at the Federal Council Meetings. In the absence of the Chairman the Vice-Chairman shall represent the Committee.
- 14.7 The Provincial Council Chairmen and Vice-Chairman of the District of Gauteng and Surrounds members of the Federal Council shall submit to the Secretary nominations for the offices of President and of Chairman of the Federal Council which shall be placed on the Agenda for the last Federal Council meeting to be held in the fourth year of the terms of office of the current President and Chairman of the Federal Council.

15. **FEDERAL COUNCIL - PERSONS INELIGIBLE FOR MEMBERSHIP**

No person shall be eligible for election or nomination to the Federal Council and if elected or nominated shall be disqualified from membership thereof, if he:

- 15.1 sustains any fine, suspension or disqualification imposed under Schedule 1 (Disciplinary Rules) or;
- 15.2 is elected to the committee of any organisation concerned with canine affairs with the exception of animal welfare societies, local or central government organisations which are not affiliated to the Kennel Union, unless agreed to by the majority of the Fedco.
- 15.3 his spouse holds any of the following offices in a Provincial Council: Chairman, Vice-Chairman;
- 15.4 is a paid employee of the Kennel Union.

16. **FEDERAL COUNCIL - MEETINGS AND PROCEEDINGS**

- 16.1 The Federal Council shall hold a minimum of two (2) ordinary Council meetings per annum, one (1) of which shall be in December, held between the fifteenth (15th) day of November and the fourteenth (14th) day of December in any calendar year. Ordinary and Special Council meetings shall be convened by the Secretary upon requisition by not less than (3) Provincial Council Chairmen members, the Federal Council or by the Executive Committee and twenty-eight days' notice of any ordinary or special Council meeting shall be given to every Councillor stating the Agenda for such meeting.
- 16.2 At the last ordinary meeting in each calendar year held under the provisions of paragraph 16.1, in addition to any other business:
 - 16.2.1 The Chairman of the Federal Council shall give his annual report and the Secretary shall table and the Federal Council shall consider the Audited Balance Sheet and Accounts for the year ended 31 August and the Auditor's Report and the Federal Council shall elect an Auditor for

the current year.

- 16.2.1.1 Should the Chairman of the Federal Council resign, become ineligible to continue in Office in Terms of Article 15, become permanently incapacitated or die in Office, the Provincial Council Chairmen shall within sixty (60) days of such event elect a person to be Chairman of the Federal Council for the remaining period of the Chairman of the Federal Council's term of Office. Until such election takes place the Vice-Chairman of the Federal Council assumes the duties of the Chairman of the Federal Council. Should the Vice-Chairman of the Federal Council resign, become ineligible to continue in the office in terms of Article 15, become permanently disabled or die in Office, the Federal Councillors shall within sixty (60) days elect from their number a person to serve as Vice-Chairman of the Federal Council for the remaining period of the Vice-Chairman's term of Office. Should a member of the Executive Committee appointed in terms of Article 14.4 resign, become ineligible to serve in terms of Article 15, become permanently incapacitated or die in Office the Chairman of the Federal Council may nominate to the Federal Council the name of a person to become a member of the Executive Committee for the remaining period of Office of that member of the Executive Committee.
- 16.2.2 Where appropriate and necessary under the provisions of Article 5.2:
 - 16.2.2.1 the Provincial Council members of the Federal Council shall elect a President and a Chairman of the Federal Council on termination of their fourth year in office.
 - 16.2.2.2 the Federal Council shall elect from their number a Vice-Chairman who shall remain in office for a term of two (2) years
 - 16.2.2.3 the Federal Council shall elect a Patron; Life Members; Life Vice-Presidents; and any Vice-Presidents on termination of their fourth year in office.
- 16.2.3 The Federal Council shall appoint sub-committees and in addition shall have the power to fill any casual vacancy on the Executive Committee provided the Councillor so co-opted is acceptable to the majority of the Provincial Council Members. In respect of the Disciplinary Sub Committee, the Federal Council shall nominate at least three (3) members of the Federal Council, who shall act as an Appeals Committee on behalf of the Federal Council to consider the written decisions on complaints, any penalties imposed by the Disciplinary Sub Committee and any notices of appeal which may have been lodged in terms of the Disciplinary Rules, Schedule 1, Rule 12.
- 16.2.4 At any meeting of the Federal Council or the Executive Committee, the respective Vice-Chairman may act for the Chairman in his absence. If both the Chairman and Vice-Chairman are absent the members present shall appoint from among their number, a member to preside at such meeting and the person so appointed shall exercise the powers and functions which could have been exercised by the Chairman, if present.
- 16.3 Every Councillor when present at a meeting of the Federal Council shall be entitled to one (1) vote and he may record his vote, or abstain from voting, upon every decision or matter calling for a vote and in the event of equality of votes cast for and against any proposal, the Chairman of the meeting shall be entitled to exercise a casting vote in addition to his deliberate vote.
 - 16.4 The Secretary shall keep or cause to be kept minutes of all Federal Council and Executive Committee meetings and of all meetings held by any further committees of the Federal Council.
- 16.5 The Chairman of the Federal Council's Annual Report, the Audited Balance Sheet and Accounts, the Auditor's Report and Minutes of all Federal Council Meetings shall be transmitted to all Affiliated Clubs as soon as convenient.
- 16.6 The Federal Council shall have power to regulate its own procedure for the conduct of its meetings and of meetings of its committees and for the better conduct thereof to frame and adopt By-Laws for such purposes.

17. **FEDERAL COUNCIL - QUORUM AND VACANCIES**

- 17.1 At any meeting of the Federal Council, the Chairman of the Federal Council (or the Vice-

Chairman in his absence), plus four (4) Councillors, of whom at least two (2) shall be Provincial Council Chairmen, shall form a quorum.

- 17.2 In the event of any Councillor absenting himself for two (2) consecutive meetings without permission of the Chairman of the Federal Council, he shall cease *ipso facto* to be a Councillor, and if a Provincial Council Chairman or Vice-Chairman, the Provincial Council which he represents shall forthwith proceed to elect a new Chairman or Vice-Chairman and if a member of the Executive Committee a new member of the Executive Committee shall be nominated and put forward for acceptance as per procedure in Art 14.4.

18. EXECUTIVE COMMITTEE - SUB-COMMITTEES

- 18.1.1 The Executive Committee shall have power to establish and appoint sub-committees consisting of two (2) or more persons, who shall be Members of the Kennel Union, whether or not they are also Councillors, for the purpose of dealing with any business delegated to it by the Federal Council and subject to its right to revoke such delegation any time and may delegate to such sub-committee all or any of its functions and powers relating thereto. Such sub-committees may be either permanent, for dealing with recurring administrative or business matters, or temporary, for dealing with any special object. The Executive Committee shall have power to appoint additional persons who shall be members of any sub-committee at any time or to co-opt a member to fill a casual vacancy on any sub-committee.
- 18.1.2 The Executive Committee established in terms of Article 14.1 shall comprise of the Chairman of the Executive Committee and the appointed members.
- 18.2 Permanent Sub-Committees appointed in terms of Article 16.2 shall be known as standing sub-committees and are listed below:
- 18.2.1 The Disciplinary Sub-Committee – shall consist of three (3) members of the Executive Committee.
- 18.3 The Executive Committee shall have the power to establish and appoint special Sub-Committees for the purpose of dealing specially with business arising within any defined area or areas. Subject to its right to revoke such delegation at any time, the Executive Committee may delegate to such Sub-Committee, all or any of its functions and powers relating thereto.
- 18.4 The minutes and report of any Sub-Committee signed as correct by the Chairman thereof shall be placed before the Executive Committee at its next succeeding ordinary meeting for confirmation, adoption with or without amendment, or otherwise, as the Executive Committee may deem fit, save that in the case of the Disciplinary Sub-Committee, the provisions of Schedule 1 shall apply.

19. REVIEW AND INVESTIGATORY COMMITTEES

- 19.1 Having informed the Federal Council, the Chairman of the Federal Council shall have the power to establish and appoint Review and Investigatory Sub-Committees for the purpose of dealing specifically with events, procedures or the viability of future proposals. The Chairman, membership and scope of such Sub-Committee shall be given in writing by the Chairman of the Federal Council to whom the Committee Chairman shall report. Whenever a Special Disciplinary Sub-Committee is established in terms of this Article, the provisions of Schedule 1 will apply.
- 19.2 The Federal Council Chairman, when ordering the establishment of a Review and Investigatory Committee, may suspend any member, the workings and functioning of any Club, Provincial Council, Committee, Sub-Committee established in terms of the KUSA Constitution or the approved Constitution of an affiliated Club or PC, for the duration of the Investigation and on the conditions and disempowerment regulation required for the Investigation to be finalised and recommendations to be considered by the Chairman of the Federal Council, who may alter the recommendations and order the implementation and enforcement thereof.

20. PROVINCIAL COUNCILS, LIAISON COUNCILS, BREED COUNCILS AND KUSA

REPRESENTATIVES

20.1 All persons appointed, elected, delegated or co-opted to sit on any Provincial Liaison, Breed Council, any committee or sub-committee thereof or to be a Kennel Union Representative at Licensed Shows shall be current members in good standing of the Kennel Union.

20.2 Provincial Councils

The Executive Committee may, on request and on being satisfied that a region is able to administer its own affairs, recommend to the Federal Council that a Provincial Council be established and subject to its right to revoke such delegation at any time, may delegate all or any of its powers under this Constitution to such Provincial Council.

20.3 Liaison Councils

The Executive Committee may establish a Liaison Council to serve any area of interest, which falls across the jurisdiction of more than one Provincial Council and subject to its right to revoke such delegation at any time, may delegate all or any of its powers under this Constitution to such Liaison Council, subject to confirmation by the Federal Council.

20.4 Breed Councils

The Federal Council may on unanimous request from all the Specialist Clubs of a particular breed establish a Breed Council, the objects of which shall include the welfare of, interest in, breeding and importation of a particular breed of dog, provided the Executive Committee is satisfied that the body so formed is able to administer its own affairs and recommend to the Federal Council that such a Breed Council be established subject to its right to revoke any such delegation at any time and may delegate all or any of its power under this Constitution to such a Breed Council.

21. JURISDICTION OF KENNEL UNION

21.1 Every person:

21.1.1 making application to the Kennel Union for the registration, recording or transfer of a dog or the registration of an affix;

21.1.2 entering, exhibiting or handling a dog at a Show or other event held under Kennel Union licence;

21.1.3 taking part in, officiating or judging at a Show held under Kennel Union licence;

21.1.4 holding Membership of the Kennel Union;

21.1.5 holding membership of any Club affiliated to the Kennel Union;

shall be deemed thereby to have submitted to and agreed to be bound by this Constitution and all Schedules, with particular reference to Schedule 9, Code of Ethics, Rules, Regulations and By-Laws framed thereunder, both in respect of himself and in respect of every dog owned by him, registered or recorded in his name or owned, registered or recorded by him jointly with another or others or owned or registered or recorded in the name of a nominee, or exhibited or handled by him.

21.2 Every Club affiliated to the Kennel Union shall be deemed to have submitted to and agreed to be bound by this Constitution and all Schedules, Rules, Regulations and By-Laws framed thereunder from the date of affiliation.

21.3 Every Provincial Council, Liaison Council, Breed Council, all other Committees and Sub-Committees established by the Federal Council and/or the Executive Committee shall be deemed to have submitted to and agreed to be bound by this Constitution and all Schedules, Rules, Regulations and By-Laws framed thereunder from the date of establishment.

21.4 Every Club, Society, Association or other Organisation and the members thereof domiciled within the KUSA area of jurisdiction with whom agreement has been made in terms of Article 3.19 shall not contravene the KUSA Code of Ethics and, when participating in any KUSA-licensed Event, shall be deemed to have submitted and agreed to be bound by this Constitution and all the applicable Rules, Regulations and Schedules thereof, including obligations incurred by KUSA under the terms of any agreements, arrangements or

memberships entered into or acquired in terms of Article 3.19.

22. **RECOGNISED SHOWS**

A Recognised Show is one held under a Kennel Union Licence or one held by any canine organisation or body with which KUSA has a relationship through contract, affiliation or other arrangement as envisaged in Article 3.19 of the KUSA Constitution. Awards gained at such a show/event may be added to a dog's registered name as a prefix or suffix, in terms of this Constitution or any agreement entered into by the Kennel Union.

23. **UNRECOGNISED SHOWS**

An Unrecognised Show is the converse of a Recognised Show.

24. **DEFINITION OF RECOGNISED SHOWS**

24.1 Recognised Shows held under Kennel Union regulations are those Shows, including Match Meetings, held under licence granted by the Executive Committee and shall comprise:

24.1.1 Championship Shows which are open Shows at which Kennel Union Challenge, and other Certificates and awards are offered for competition.

24.1.2 Non-Championship Shows are Open Shows including Qualifying Shows at which Kennel Union Challenge Certificates, and other Certificates and awards are not offered for competition.

24.1.3 Match Meetings are non-championship Shows and are competitions between two (2) or more Clubs challenging one another.

24.1.4 An FCI Show is one where a Certificate or other award offered by the Federation Cynologique Internationale (FCI) is offered for competition.

24.2 All Shows, Championship or Non-Championship, for which a Schedule of Regulations and Kennel Union licence have been issued.

25. **JUDGES**

25.1 All locally domiciled Judges shall be members in good standing of the Kennel Union and shall be over the age of eighteen (18) years at the time when formal studies or activities towards a judging qualification commence, and/or any judging is undertaken.

25.2 Judges shall maintain continuous and unbroken membership of the Kennel Union from the time their formal studies or activities towards a judging qualification commence until their voluntary retirement from judging, advised in writing to the Executive Committee, or their incapacitation (at the discretion of the Executive Committee), or their death.

25.3 Judges shall be bound by and, in all respects, adhere to the Code of Conduct and Practice for Judges Licensed by the Kennel Union of Southern Africa.

26. **VOID**

27. **VOID**

28. **VOID**

29. **CHAMPIONSHIP SHOWS - FREQUENCY**

29.1 No Club shall hold more than one (1) Championship Show in any calendar year, unless dispensation is granted by the Executive Committee.

29.2 No Club shall hold a Championship Show outside the centre in which such Club is domiciled, unless dispensation is granted by the Executive Committee.

29.3 Any affiliated All Breeds Club may apply to the Federal Council to hold the annual FCI Show in addition to their Annual Championship Breed Show.

30. **KENNEL UNION CHAMPIONSHIP SHOW & FCI SHOWS**

- 30.1 The Federal Council shall be empowered to hold a Championship Show under the management of its Executive Committee once in each calendar year at such time and place as it shall decide, which shall be called the Kennel Union National Championship Show.
- 30.1.2 The Federal Council shall be empowered to hold an FCI Show under the management of its Executive Committee once in each year, at such time and such place as it shall decide, in addition to the Kennel Union Championship Show.
- 30.2 All the provisions of Kennel Union regulations for Championship Shows shall apply to such Shows, save and except that it shall not be necessary to make a formal application and a licence fee shall not be payable.

31. **CLASSIFICATION, REGISTRATION, RECORDING AND TRANSFERRING OWNERSHIP OF DOGS**

The power to:

- 31.1 maintain breed registers;
- 31.2 maintain stud book;
- 31.3 recognise and classify breeds of dogs;
- 31.4 register dogs;
- 31.5 register pedigrees of dogs;
- 31.6 register transfers of ownership of dogs;
- 31.7 maintain a Canine Dogsport Record, Appendix Registers, an Emerging Breed Register and Field Trial Register;
- 31.8 grant, register and protect Affixes;
- 31.9 issue certified copies of pedigrees and other records;
- 31.10 maintain all other records and registers incidental to the foregoing;
shall be vested in the Kennel Union for the whole of the area under its jurisdiction and in respect of all persons and dogs falling within its jurisdiction and all matters relating to such functions shall be dealt with as set out in Schedule 2.
- 31.11 Each breed recognised in terms of Regulations 31.3 above shall be allocated to one of the groups as set out in Schedule 2, bearing in mind the purpose for which it was originally bred. For each breed there shall be a written description of the breed known as the Breed Standard. All Breed Standards adopted by the Kennel Union of Southern Africa shall form appendices to Schedule 2.

32. **PUBLIC LIABILITY INSURANCE**

Notwithstanding the obligation to every Affiliated Club to participate in and be covered by the Kennel Union's Public Liability Insurance as more fully set out in Article 8.6.5 of the Constitution, nothing hereinbefore contained shall prevent any Affiliated Club from insuring itself and its members against the risk of public liability howsoever arising, providing any such additional protection arising therefrom shall not invalidate such Club's compulsory participation in the Kennel Union's Public Liability Insurance.

33. **DISCIPLINARY POWERS OF FEDERAL COUNCIL**

- 33.1 The Federal Council or the Executive Committee shall have jurisdiction to receive, consider, adjudicate and impose punishment in respect of and in connection with all complaints and objections:
 - 33.1.1 Arising from any dog or dogs Show and any act, conduct, default or omission relating to any dog or Dog Show;
 - 33.1.2 arising from any person or Affiliated Club in connection with any dog, Dog Show or canine affairs;
whenever any such dog, person and Affiliated Club has submitted to and agreed to be bound by this Constitution and all Schedules, Rules, Regulations and By-Laws framed thereunder.
- 33.2 All complaints and objections shall be made, lodged and dealt with in accordance with the

Disciplinary Rules, Schedule I and any other Regulations or By-Laws which may be in force at the time.

34. KENNEL UNION FUNDS

34.1 All subscriptions, fees, fines and monies whatsoever received on account of revenue shall be deposited in the name of the Kennel Union in a recognised financial institution approved by the Federal Council and shall be withdrawn by cheques, drafts or other banking forms only, signed by any one of the following mandated persons, namely:

The Chairman, Vice-Chairman of the Executive Committee, two members of the Executive Committee nominated as approved signatories, and the Secretary, making a total of two signatures.

The Executive Committee may appoint a deputy to sign for the Secretary in his absence, for such stipulated period or periods as considered necessary and in such cases withdrawals by cheques will be countersigned by the Chairman, Executive Committee. In the absence of the Chairman cheques will be countersigned by any one of the following:

Vice-Chairman of the Executive Committee, members of the Executive Committee nominated as approved signatories

34.2 The Executive Committee shall be empowered to invest monies belonging to the Kennel Union and which are not immediately required for current purposes in any recognised financial institution registered in South Africa.

34.3 In the event of the Kennel Union being wound up or dissolved in any manner recognised by law, its net surplus shall not be distributed to its Members but after settling all liabilities, shall be donated to a charitable body concerned with the welfare of dog as may be nominated by the Federal Council at the time of such up or dissolution, provided that no amount shall be distributed to any entity which is not:

a similar public benefit organisation approved in terms of section 30 of the Income Tax Act; an institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity; or any department of state or administration in the nation or provincial sphere of government of the Republic, contemplated in section 10(1)(a) and (b) of the Income Tax Act.” and provided further that any assets so distributed are required to be used solely for purpose of carrying on one or more public benefits activities.

34.4 All money and property of the Association, whencesoever derived, shall be applied solely toward the promotion of its objects and no portion thereof be paid or transferred, directly or indirectly, to the members of the Association or any other person, otherwise that in the course of understanding any public benefit activity listed in the Ninth Schedule to the Income Tax Act, and the Association shall not pay any remuneration as defined in the Fourth Schedule to the Income Tax Act, to any employee, office bearer, member or other person which is excessive, having regard to what is considered reasonable in the sector and in relation to the service rendered, nor shall the Association economically benefit any person in a manner which is not consistent with its objects, including the support, advance or opposition of any political party.

34.5 The Kennel Union shall not accept any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purpose and conditions of such donation, including an misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act, provided that a donor (other than a donor which is an approved public benefit organisation or an institution board or body which is exempt from tax in terms of section 10(1) (cA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity listed in the Ninth Schedule to the Income Tax Act) may not impose conditions which could enable such donor or any connected person in relation to such to derive or indirect benefit from the application of such donation.

35. SUBSCRIPTIONS AND FEES DUE TO KENNEL UNION

All subscriptions, fees, premiums and other monies payable to the Kennel Union in terms of this Constitution and any Schedule, Rule, Regulation and By-Law made thereunder shall be paid free of exchange and bank commission in Cape Town in terms of Schedule 7.

36. **FINANCIAL YEAR - BALANCE SHEET AND AUDITOR**

- 36.1 The Kennel Union's Financial Year shall extend from the 1st day of September to the 31st day of August.
- 36.2 A balance sheet and supporting accounts shall be prepared for each financial year and shall be submitted for audit by the Auditor elected by the Federal Council.
- 36.3 It shall be the duty of the Auditor to examine the finances of the Kennel Union and to this end he shall have the right of access to all books, accounts and documents.
- 36.4 The audited balance sheet and supporting accounts signed by the Chairman of the Federal Council (or in his absence the Vice-Chairman), and the Secretary, shall be submitted for consideration to the Federal Council at its last ordinary Council Meeting in each calendar year.

37. **TRUSTEE & ASSOCIATION PROPERTY**

- 37.1 The Trustee of the Kennel Union, subject to being authorised thereto by the Federal Council, shall have full power to institute and defend all legal proceedings instituted by or against the Kennel Union and for such purposes he shall be empowered to sign Powers of Attorney and any other legal documents required therefor on behalf of the Kennel Union.
- 37.2 **Association Property**
 - 37.2.1 All movable and immovable property belonging to the Association shall not form part of the personal estates of the members or of the Federal Council and shall be registered in the name of the Association.
 - 37.2.2 All such movable and immovable property of the Association shall be applied and disposed of for the benefit of the Association and its objects in such manner as the Federal Council shall, in conformity of this Constitution, direct.

38. **SECRETARY**

- 38.1 A Secretary of the Kennel Union shall be appointed by the Federal Council.
- 38.2 The Secretary's terms of appointment shall be decided by the Federal Council and thereafter, his remuneration shall be decided by the Executive Committee.
- 38.3 The Secretary shall be responsible to the Federal Council and the Executive Committee for the management and administration of the Kennel Union and he shall perform all such duties as the Executive Committee may from time to time prescribe in accordance with instructions given by the Federal Council and the Executive Committee.
- 38.4 The Secretary or his Deputy appointed in terms of Article 34.1 shall attend all meetings of the Federal Council and the Executive Committee and such meetings of committees as he may be directed and he shall ensure that the minutes of the proceedings of meetings so attended are accurately recorded.
- 38.5 The Secretary shall not judge or exhibit at any Show, neither shall he have any interest, whether directly or indirectly, in the purchase and sale of dogs on commission or otherwise.
- 38.6 The Secretary shall not communicate with the media or any journal or publication in connection with canine matters, save and except for communications expressly authorised by the Federal Council and/or Executive Committee, approved communications published in the Official Kennel Union Journal and information normally available to members and the general public.

39. **INDEMNITY**

- 39.1 All members of the Federal Council and Executive Committee and any sub-committee of the Federal Council, Provincial Council, Liaison Council or Breed Council to whom powers of the Federal Council have been delegated and the Trustee of the Kennel Union acting in

the discharge of any duty entrusted to him by the provisions of Article 37, shall be and they are hereby indemnified by the Kennel Union against personal liability or loss sustained in the course and scope of and arising out of their respective duties, save where a claim is based on the gross negligence, fraud or wilful default of/by the member.

39.2 No member of the Association shall be answerable for or liable to make good any loss occasioned to or by the Association from any cause whatever, save for any loss as shall arise from a wilful act of dishonesty of the member involved. No member of the Federal Council shall be liable for any act of dishonesty committed by any member or members of the Federal Council unless he or she was a party thereto.

39.3 Any person employed by the Kennel Union in carrying out his or her duties shall be indemnified by the Kennel Union against personal liability or loss sustained in the course or scope and arising out of their respective duties provided that a claim does not arise from an employee's gross negligence, fraud or wilful default in the exercise of their duties.

40. **AMENDMENT TO CONSTITUTION**

40.1 The Articles of Constitution may from time to time be added to, suspended, revoked or amended by the Federal Council, provided that every resolution therefore shall be carried by a majority of at least two-thirds of the Federal Council and the procedure in paragraphs 40.2 and 40.3 following is observed.

40.2 Whenever a resolution for an amendment to the Constitution is adopted by the Federal Council in terms of paragraph 40.1, notice therefore shall be published either in the Official Kennel Union Journal or circulated timeously to all Affiliated Clubs, Any Affiliated Club may lodge an objection to such amendment or any part thereof.

40.3 Not less than two (2) months after publication or circulation in terms of paragraph 40.2 Whenever a majority of the overall total of all Affiliated Clubs has objected to any amendments or part thereof, such amendments or the part thereof objected to shall not be implemented, subject to the Federal Council's right not to implement any amendment in whole when a successful objection has been sustained against a part thereof.

40.4 Any amendment to the Constitution which the Federal Council intends to implement in terms of this Article shall be published in the official Kennel Union Journal or circulated to Affiliated Clubs not later than the 31st October of the said year, but shall not be effective until the 1st day of February following or such later date as may be decided.

40.5 The requirements of this Article shall not apply to geographical name changes, matters concerning the secession of or alteration or amendments to the border of any State or province of any area currently under KUSA jurisdiction due to a political change in a particular area, corrections to numerical cross references and minor grammatical errors of no material consequence.

40.6 Notwithstanding the provisions of Article 40.5, the Kennel Union shall submit to the Commissioner for the South African Revenue Services a copy of any amendments to the Constitution.

41. **AMENDMENTS TO SCHEDULES, RULES, REGULATIONS AND BY-LAWS**

The Federal Council shall be empowered to issue, revise, add to, suspend, revoke, cancel or amend any Schedules, Rules, Regulations and By-Laws made under the provisions of this Constitution, provided that:

41.1 Every resolution to issue, revise, add to, suspend, revoke, cancel or amend shall be carried by a majority of at least two-thirds of the Federal Council;

41.2 notice of every issue, suspension, revocation, cancellation or amendment adopted by the Federal Council shall be published in the Official Kennel Union Journal or circulated to Affiliated Clubs together with notice of the date when it is to come into effect;

41.3 not less than two (2) months' notice shall be given of every amendment to Schedule 7;

41.4 not less than two (2) months' notice shall be given of every other form of amendment;

41.5 the requirements of this article shall not apply to geographical name changes, matters

concerning the secession of or alteration or amendments to the borders of any State or Province of any area currently under KUSA jurisdiction due to a political change in a particular area, corrections to numerical cross references and minor grammatical errors of no material consequence.

42. **DISPUTES**

Disputes between The Kennel Union and other National Sports Bodies

Any dispute arising out of or in connection with the enforceability of this Constitution, or the application and interpretation of the provisions hereof, or any dispute between any members of the National Sports Council (NSC) or between a member and the National Executive Committee (NEC) or the NSC itself, shall be referred to the Arbitration Foundation of Southern Africa (AFSA) for resolution through mediation or expedited arbitration in terms of the Rules and Procedures for the Resolution of Disputes in Sport, prevailing at the time such dispute is *so referred*. In the event of arbitration in terms of the foregoing, such resolution shall be final and binding on the parties to the dispute.

43. **INTERPRETATION**

43.1 The Federal Council shall be the only authority for the interpretation of the Constitution and all Schedules, Rules, Regulations and By-Laws made thereunder.

43.2 The decision of the Federal Council upon all questions of interpretations and its decision upon any matter affecting or relating to Affiliated Clubs, dogs registered at the Kennel Union, recognised dog Shows, Judges and Judges' affairs and agreements, affiliations or other arrangements referred to in Article 3.19 of the KUSA Constitution and any other matter whatsoever which is not provided for in this Constitution or any Schedules, Rules, Regulations and By-Laws, shall be final and binding.



The Kennel Union of Southern Africa 1989.

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Fedco 05-2009 (effective date 01.01.2010)
Fedco 05-2010 – (effective date of 01.01.2011)
Fedco 05-2013/Fedco 08-2013 - (effective date of 01.02.2014)
Fedco 06-2015/NP/Updated 31.07.2015
Fedco 06-2015 (effective date 01.02.2016) SAT
Fedco 06-2016 (effective date 01.02.2017) PM

Fedco 12-2016(effective 01.02.2018)PM
Fedco 06-2017 (effective date 01.02.2018) PM
Fedco 12-2017 and 06-2018 (effective date 01.02.2019) SAT
Fedco 12-2018 and 06-2019 (effective date 01.02.2019) SAT
Most recent changes to The Articles has an effective date of 01.02.2020