

**CONSTITUTION**  
**OF**  
**PRETORIA SHEPHERD DOG CLUB**  
**(ESTABLISHED 1963)**

This Constitution, as duly replaced from time to time in accordance with the terms thereof, is the only valid Constitution of **Pretoria Shepherd Dog Club** and replaces all previous Constitutions of this Club that exist, or may previously have existed, under any other name or in any form whatsoever.

The validity of this Constitution or any replacement thereof from time to time is evidenced by the appending thereto the signatures of the Chairman and Secretary of **Pretoria Shepherd Dog Club**, for the time being, at a properly constituted Annual General Meeting or duly convened Special General Meeting at which the replacement Constitution was adopted.

**1. NAME**

- 1.1. The name of the Club shall be **Pretoria Shepherd Dog Club**, hereinafter also referred to as the "Club".

**2. AFFILIATION TO THE KENNEL UNION OF SOUTHERN AFRICA (KUSA)**

- 2.1. The Club shall be affiliated to the Kennel Union of Southern Africa (KUSA) through the Northern Areas Provincial Council of KUSA (NAPC) as a Training Club and shall observe the Constitution, Rules and Regulations of NAPC and KUSA.

**3. HEADQUARTERS AND ADDRESS OF THE CLUB**

- 3.1. The headquarters of the Club shall be as determined from time to time by the Committee, but shall be in the geographical area covered by NAPC and the Club's shows and activities shall take place within this area or at any neutral venue as may be determined by KUSA from time to time.

**4. INTERPRETATION**

- 4.1. Throughout this Constitution and in any Bylaws framed under it, words importing the singular shall include the plural; words importing the masculine gender shall include the feminine and neuter genders and vice versa, unless such interpretation is inconsistent with the context thereof.

- 4.2. When used in this Constitution or any Bylaws appended thereto, the following words and phrases shall have the meaning ascribed to them unless the context clearly commands a different meaning:
- 4.2.1. “Animal Improvement Act”, No. 62 of 1998, generally referred to as “AIA”, inclusive of the Regulations issued in terms thereof and amendments effected thereto from time to time, means the legislation enacted to improve the breeding, production and performance of genetically superior animals, including purebred dogs, in the Republic of South Africa.
  - 4.2.2. “Breed Standards” mean the breed standards adopted by KUSA for the various recognised breeds of Dog as per Schedule 2 Appendix “A” of the KUSA Constitution.
  - 4.2.3. “Bylaws” mean the standing rules and regulations made by the Club and governing the functions and operation of any sub-committees appointed by the Club, which have been formally adopted by the Club and the Executive Committee and appended to this Constitution.
  - 4.2.4. “Club” means **Pretoria Shepherd Dog Club**.
  - 4.2.5. “Constitution” means this constitution of the Club, inclusive of its Bylaws, as amended from time to time.
  - 4.2.6. “Disciplines Show” means any exhibition or show for Dogs competing in Working Disciplines on a Championship, or Non-Championship, level.
  - 4.2.7. “Dog” means a purebred dog of any breed or non-purebred dog.
  - 4.2.8. “Executive Committee” means the Executive Committee of KUSA.
  - 4.2.9. “Federal Council” means the Federal Council of KUSA.
  - 4.2.10. Fédération Cynologique Internationale”, generally referred to as the “FCI”, means the international federation of National Canine Organisations of most countries of the world, which acts as the Regulator of dog shows and all forms of dogsport and serves as the repository and custodian of the country of origin breed standards of recognised purebred dogs.
  - 4.2.11. “General Meetings” mean Annual General Meetings and Special General Meetings.
  - 4.2.12. “Independent Financial Practitioner” means a person with trusted and proven experience in the examination of accounts and financial records and in the statement of financial results, but who does not necessarily hold the formal qualifications required of an auditor.

- 4.2.13. "International Agility Show", means a show for Agility for all Grades of Dog held under the Regulations of the FCI, but where only Grade 3 Dogs are eligible to compete for the F.C.I.-C.A.C.I.A.G.s®, which is awarded in each of the four (4) height categories.
- 4.2.14. "KUSA" means the Kennel Union of Southern Africa.
- 4.2.15. "Member" means a person who holds one of the categories of membership of the Club.
- 4.2.16. "Member in Good Standing" means a fully paid-up Member who is not under investigation for conduct alleged or considered to be harmful, prejudicial, or injurious to the Objectives, interests, good order or character of the Club, or of KUSA, as contemplated in clause 13 of this Constitution.
- 4.2.17. "Officers" mean the Chairman, Vice-Chairman, Secretary and Treasurer of **Pretoria Shepherd Dog Club**.
- 4.2.18. "Officials" mean the Patron, President and Vice-Presidents of the Club.
- 4.2.19. "Protection of Personal Information Act", No. 4 of 2013, generally referred to as "POPIA", means the legislation enacted to compel public and private bodies to protect the personal information entrusted to their custody and, by providing for the lawful processing and disclosure of such information, protect the owner of the information from harm caused by the unlawful use thereof.
- 4.2.20. "Working Disciplines" mean activities and dogsport other than conformation shows conceived for the development of the working abilities of Dogs and the training associated therewith.

## **5. OBJECTIVES OF THE CLUB**

- 5.1. The Objectives of the Club shall be:
- 5.1.1. To promote, encourage, foster and advance the wellbeing of and interest in the training for various Working Disciplines recognised by KUSA.
- 5.1.2. To organise training events and hold Disciplines Shows, including International Agility Shows.
- 5.1.3. To promote a better understanding of Dogs, and a wider knowledge of Dogs and dog affairs, and to promote goodwill amongst people interested in Dogs.
- 5.1.4. To assist and advise Members and other interested parties of the latest training methods for Dogs competing in various Working Disciplines.

- 5.1.5. To organise and present seminars to encourage Members to participate in Disciplines Shows.
- 5.1.6. To foster a spirit of camaraderie among Members.
- 5.1.7. To be cognisant of KUSA's obligations and responsibilities as the registered Breeders' Society and Registering Authority for various breeds of Dog under the AIA and, in all the Club's operations, practices and activities, strive to assist KUSA to meet and honour its obligations and responsibilities under the AIA.
- 5.1.8. To observe, promote, support and uphold, in all its activities, the principles of KUSA.
- 5.1.9. To promote the ethical behaviour of Members in all their KUSA-related activities by advocating strict adherence to Schedule 9 (Code of Ethics for Members of KUSA, inclusive of its Annexures) of the KUSA Constitution and to combat all forms of dishonesty in canine affairs.
- 5.1.10. To endorse the applicability, observance, force and effect of the KUSA Constitution and its Schedules at all times.
- 5.1.11. To ensure the Club's compliance with the POPIA and to only permit the lawful processing and disclosure of the personal information of Members or the personal information of other persons to which the Club has access in the course of its normal operations.
- 5.1.12. To assist and advise Members on all matters pertaining to the Club's Objectives.

## **6. POWERS**

- 6.1. For the better attainment of its Objectives, the Club shall be empowered:
  - 6.1.1. to collect, canvass for and accept subscriptions, donations, bequests, endowments and benefits of any nature for the Club, from any person or body, or from any source whatsoever;
  - 6.1.2. to invest the funds and assets of the Club in securities nominated by the Committee;
  - 6.1.3. subject to approval of a two-thirds majority of Members with voting rights present at an Annual General Meeting or a Special General Meeting:
    - 6.1.3.1. to acquire or dispose of immovable property;

- 6.1.3.2. to mortgage the immovable property of the Club and to mortgage or pledge the movable property of the Club;
- 6.1.3.3. to create and issue debentures and other instruments of debt and to mortgage the immovable property of the Club to secure such debentures and instruments;
- 6.1.4. to offer and award prizes, trophies and accolades in connection with any of the Club's activities;
- 6.1.5. to arrange social functions for Members and guests;
- 6.1.6. to design, register and issue any badges, paraphernalia, regalia or uniforms;
- 6.1.7. to perform all such acts as may be expedient, or necessary, to further the interests of the Club and Objectives for which it is formed;
- 6.1.8. to buy, dispose of, rent, lease and/or hire movable property, goods and services required for the effective conduct of the Club's affairs or for the benefit its Members.

## **7. TRADING AND INCOME**

- 7.1. The Club shall not engage in any activity or transaction which has as its objective the financial gain of any person or persons or any institution other than the Club. The income and property of the Club shall be used solely for the pursuit of the Club's Objectives.
- 7.2. The Club shall carry on its activities in a not-for-profit manner and shall acquaint itself with and comply with national legislation applicable to Public Benefit Organisations.

## **8. TRUSTEE**

- 8.1. The Chairman of the Club for the time being shall be the Trustee of the Club in whom shall vest all movable and immovable property of the Club and who shall be entitled to sue and accept service in the name of the Club.
- 8.2. In handling the property of the Club and in dealing with legal issues, the Trustee shall always act on behalf of the Club and in accordance with such directives given or decisions made from time to time by the Committee, or passed by Members at a General Meeting of the Club.

## **9. INDEMNITY**

- 9.1. Any Official and the Officers of the Club and its Members shall be indemnified by the Club in respect of any legal liability incurred while acting on behalf of the

Club, provided they acted in accordance with directives given or decisions made from time to time by the Committee, or passed by Members at a General Meeting of the Club.

## **10. MEMBERSHIP**

10.1. Membership shall be open to any person who is not disqualified or suspended by KUSA.

10.2. The categories of membership of the Club shall be at the discretion of the Committee. There shall be four (4) categories of membership of the Club:

10.2.1. **Ordinary Members**

shall be persons over eighteen (18) years of age who have paid the relevant joining fee and annual subscription fee. An Ordinary Member in Good Standing shall be entitled to vote at all General Meetings of the Club.

10.2.2. **Training Members**

shall be persons over sixteen (16) years of age and older, granted membership for a period of six (6) months. Thereafter, they become eligible for Ordinary membership, subject to the Committee's approval. A Training Member shall not be entitled to vote at any General Meeting of the Club. Should a person not be accepted as a Training Member by the Committee at the first meeting held subsequent to his application, his fees tendered shall be refunded. In no other circumstance will fees be refunded.

10.2.3. **Family Members**

comprising husband, wife, and children not over the age of eighteen (18) years. The husband and wife shall each be entitled to vote as Ordinary members, but the children shall have no vote.

10.2.4. **Honorary Life Members**

shall be persons nominated by the unanimous vote of the Committee and subsequently elected at the next Annual General Meeting of the Club by a two-thirds majority of Members with voting rights. Persons nominated for Honorary Life Membership shall be those considered worthy of special recognition for services to the Club, to dog affairs, or for an outstanding achievement in connection with dogs. An Honorary Life Member shall enjoy the full privileges of membership of the Club, free of entrance fee and subscription and shall be entitled to vote as an Ordinary Member.

10.3. The liability of each Member shall be limited to the amount of their annual subscription.

10.4. No Member may transfer membership rights.

## **11. APPLICATION FOR MEMBERSHIP**

- 11.1. Application for Ordinary, Training or Family Membership of the Club shall be made in writing on the form prescribed from time to time and shall be considered by the Committee at its first meeting following receipt of the application and shall not be effective until the approval of the Committee of the application for membership has been conveyed to the applicant in writing.
- 11.2. The Committee shall have complete and absolute discretion to accept, refuse or defer any application for membership, provided that a written explanation is forwarded to the applicant if such explanation is requested.

## **12. LAPSING OF MEMBERSHIP**

- 12.1. A person's membership will lapse:
  - 12.1.1. upon failure to pay the prescribed joining fee and initial subscription fee within thirty (30) days of the date an applicant has been advised of the approval of his application for membership;
  - 12.1.2. upon failure to pay a renewal subscription fee within sixty (60) days of the date on which it became due;
  - 12.1.3. upon receipt by the Secretary of a Member's written notice of resignation, the acceptance of which shall be without prejudice to all fees, subscriptions and other monies due prior to the date of receipt of the notice of resignation remaining due and payable;
  - 12.1.4. upon the death of a Member;
  - 12.1.5. in the event of any Member, including an Honorary Life Member, being convicted of any offence and sentenced to imprisonment without the option of a fine, or being convicted of any offence relating to cruelty towards or neglect of any animal; and
  - 12.1.6. upon the Member being disqualified, suspended or expelled by KUSA or the Club.

## **13. REPRIMAND, EXPULSION OR SUSPENSION OF A MEMBER**

- 13.1. Whenever, by majority vote of the whole number of the elected and serving members of the Committee, the Committee is of the opinion that the behaviour or conduct of a Member has been harmful, prejudicial, or injurious to the Objectives, interests, good order or character of the Club, or of KUSA, the Committee shall have the power to:

- 13.1.1. reprimand such Member in writing;
  - 13.1.2. suspend such Member from all privileges of membership for a period not exceeding six (6) months in cases where, in the opinion of the Committee, his conduct was not sufficiently serious to justify expulsion, without entitlement to a refund of any fee or subscription paid or due by him; or
  - 13.1.3. expel such Member, who shall thereupon be debarred from all privileges of membership of the Club.
- 13.2. Before the disqualification, suspension or expulsion of a Member, such Member shall be afforded full opportunity to explain, or justify, his conduct to the Committee.
  - 13.3. A Member who has been suspended or expelled shall have the right to appeal against his suspension or expulsion to the other Members in a Special General Meeting. Such appeal must be lodged within thirty (30) days of the receipt of notification of such suspension or expulsion with the Chairman or Secretary who shall take immediate steps to convene the requisite Special General Meeting. At this meeting, the case against the Member shall be put by one (1) member of the Committee on behalf of the Committee and the Member shall be given an opportunity to explain the behaviour or conduct that resulted in the suspension or expulsion, and shall not be entitled to any form of representation (legal or otherwise), save for compiling written representations. To reverse the Committee's decision will require a two-thirds majority of Members with voting rights present at the Special General Meeting, the vote to be taken by open or secret ballot as may be decided by the majority vote at that meeting.
  - 13.4. Whenever appropriate, the Club shall be entitled, on appropriate grounds, to pursue disciplinary action against any Member under Schedule 1 (Disciplinary Rules) of the KUSA Constitution.

#### **14. SUBSCRIPTION**

- 14.1. Entrance/Joining fees and subscription fees payable for the relevant categories of membership shall be as determined from time to time by the Committee.
- 14.2. Subscriptions shall be paid for one (1) year from 1 January and the subscription fees shall be halved for Members whose membership only becomes effective after 1 July.
- 14.3. Renewal subscriptions shall be due and payable on 1 January each year.

#### **15. OFFICIALS – PATRON, PRESIDENT AND VICE-PRESIDENTS**



15.1. At each Annual General Meeting, the Members with voting rights may elect to invite such persons as they consider desirable to be:

15.1.1. A Patron;

15.1.2. A President;

15.1.3. One or more Vice-Presidents

all of whom to hold office until the following Annual General Meeting.

15.2. The President may be invited, by the Committee to attend any meeting and participate in the discussions thereat and, provided they are a Member in Good Standing, shall be entitled to vote at any such Committee meeting.

## **16. MANAGEMENT COMMITTEE**

16.1. The management and control of the Club shall be vested in a Committee consisting of no fewer than six (6) and no more than seven (7) members. All Committee members must be Members and not less than eighteen (18) years of age at the time of their election at an Annual General Meeting, to hold office as hereinafter provided.

16.2. At its first meeting, which shall be held within seven (7) days of the Annual General Meeting at which it was elected, the Committee shall

16.2.1. from among its number, elect a Chairman and Vice-Chairman, who must both be Members in Good Standing of KUSA and remain so for their full terms of office. Should their KUSA membership lapse during their terms of office, they shall forfeit the office of Chairman or Vice-Chairman, as the case may be, but shall be entitled to remain on the Committee in a non-executive capacity;

16.2.2. from among its number, appoint a Secretary and a Treasurer, who must both be Members in Good Standing of KUSA and remain so for their full terms of office. Should their KUSA membership lapse during their terms of office, they shall forfeit the position of Secretary or Treasurer, as the case may be, but shall be entitled to remain on the Committee in a non-executive capacity;

16.2.3. in compliance with the POPIA, appoint for the ensuing year an Information Officer and, if justified, a Deputy Information Officer, who shall be one or more of the Officers of the Club and those customarily entrusted with the custody and processing of the personal information of Members, or the personal information of other persons to which the Club has access in the course of its normal operations;

- 16.2.4. appoint from its number a Representative and optional Alternate to serve on NAPC, both of whom shall be Members in Good Standing of KUSA and remain so for their full term of office, these appointments to be advised to the Secretary of NAPC as soon as practicable after the meeting; and
- 16.2.5. appoint all other Committee members to portfolios as may be determined by the Committee.
- 16.2.6. For the avoidance of doubt, the offices of Chairman, Vice-Chairman, Secretary and Treasurer must be held by separate people and may not be shared. Article 8.4.2 of the KUSA Constitution provides for the names of these elected officers to be reported to KUSA and failure to elect and report them, or report any replacements, shall render the Club in breach of this Constitution and put its affiliation to KUSA at peril.

### 16.3. **Terms of Office**

- 16.3.1. The Committee elected at its first Annual General Meeting held under this Constitution shall, at its first Committee Meeting, also determine by lot which Members, being one-half of the total membership of the Committee, shall retire from office at the end of the next Annual General Meeting. Except for the Committee members thus chosen to serve for one (1) year only, all Committee members shall be elected to serve for a term of two (2) years. All Committee members, upon conclusion of their term of office, may offer themselves for re-election, provided they remain eligible otherwise.
- 16.3.2. The offices of Chairman, Vice-Chairman, Secretary and Treasurer shall be held from the date of appointment thereto until the close of the next Annual General Meeting.

### 16.4. **Vacancy**

- 16.4.1. A Committee member's seat shall fall vacant if such member:
  - 16.4.1.1. dies - from the date of his death;
  - 16.4.1.2. resigns - from the date of his resignation;
  - 16.4.1.3. otherwise ceases to be a Member - from the date his membership ceases;
  - 16.4.1.4. fails to attend three (3) consecutive meetings of the Committee without the permission of the Committee - from the day following the date of the third meeting he has failed to attend.
- 16.4.2. The Committee may appoint a Member to fill any vacancy arising in terms of clause 15.4.1 above and such Member shall hold office for the remainder of

the term of office of the Committee member he has replaced. The replacement Committee member shall be eligible to vote during the remainder of the term of office.

## **17. POWERS OF THE COMMITTEE**

- 17.1. The Committee shall have full power and authority to carry out all or any of the Objectives of the Club, save where such powers are expressly reserved for a General Meeting.
- 17.2. In particular, but without prejudice to this general authority, the Committee shall have power and authority:
  - 17.2.1. to make, vary and repeal Bylaws for the better conduct of the Club;
  - 17.2.2. to appoint such standing or ad hoc committees and sub-committees as may be considered prudent and practical for the efficient management and administration of the Club for any special purpose and to delegate thereunto such of its powers as may be desirable and shall report to the Committee;
  - 17.2.3. to determine the nature and extent of the duties of the Secretary and Treasurer;
  - 17.2.4. to supervise the investment of the funds and assets of the Club and the depositing of Club funds in suitable bank accounts and to open and operate such accounts;
  - 17.2.5. to ensure that all payments, electronic funds transfers or negotiable instruments of any kind are authorised by at least two (2) persons, one of whom shall be the Treasurer and the other(s) one or more members of the Committee who may not be the spouse, partner, close relative, or member of the household of the Treasurer;
  - 17.2.6. to fill vacancies of the Club's Officers or office-bearers which may occur mid-term;
  - 17.2.7. to control the sale and issue of the Club's badges, paraphernalia, regalia or uniforms;
  - 17.2.8. to take such disciplinary action in terms of this Constitution as may be required;
  - 17.2.9. to seek the view of Members upon any matters by means of a questionnaire, referendum or ballot;

17.2.10. to perform all acts and deeds and to do all things that are consistent with the requirements of this Constitution; and

17.2.11. in cases of uncertainty, to seek interpretation from KUSA of any provision of this Constitution and any rules and regulations framed thereunder.

## **18. DUTIES OF THE OFFICERS**

18.1. The Club will not pay any remuneration to any Officer of the Club.

### **18.1.1. Chairman and Vice-Chairman**

18.1.1.1. It shall be the duty of the Chairman and Vice-Chairman to further the interests and prestige of the Club at all times and to ensure that the provisions of this Constitution and any regulations framed thereunder are complied with and that all decisions of the Club at a General Meeting and of the Committee are carried into effect.

18.1.1.2. The Chairman shall preside at all meetings of the Club and of the Committee and, in his absence, the Vice-Chairman, if present, shall preside. If the Chairman and Vice-Chairman are both absent, the Members present shall appoint from among their number a Member to preside at such a meeting and the person so appointed shall have and exercise the powers and functions which could have been exercised by the Chairman, had the Chairman been present.

18.1.1.3. The Chairman or, in his absence, the Vice-Chairman shall, at the Annual General Meeting, report on the activities of the Club during the past year.

### **18.1.2. Secretary**

18.1.2.1. It shall be the duty of the Secretary:

18.1.2.1.1. to attend all General Meetings of the Club and all meetings of the Committee and to maintain an accurate record of attendance, in whatever form, at meetings and of the proceedings and decisions taken thereat. In the event of the Secretary being unable to be present at any meeting, he shall ensure that the minute books, correspondence, etc., required at the meeting are handed to the Chairman or to some member of the Committee prior to the meeting. In such event, the meeting shall nominate one (1) of its members to act as Secretary at the meeting;

18.1.2.1.2. to record the proceedings, decisions and resolutions at General Meetings and Committee meetings in minutes to be presented for formal approval at every subsequent General Meeting or

Committee meeting and, if approved, to present them to the Chairman for signature;

- 18.1.2.1.3. to keep the minutes of all meetings safe and secure as an accurate record of the business discussed, resolved and transacted at any meeting and to disclose such record for any purpose authorised by the Committee;
- 18.1.2.1.4. subject to the control of the Committee, to receive and conduct the correspondence of the Club;
- 18.1.2.1.5. to ensure that all notices required by this Constitution are properly given;
- 18.1.2.1.6. to maintain an up-to-date register of Members and their contact details, subject to clause 5.1.11;
- 18.1.2.1.7. to ensure the Club's compliance with its various obligations under Article 8 of the KUSA Constitution, by providing the required information and documentation to KUSA within the stipulated timeframes and by advising KUSA of any changes to the Club's elected Officers which might occur during their terms of office;
- 18.1.2.1.8. to ensure that the mandatory positions on the Committee, i.e. the Officers (Chairman, Vice-Chairman, Secretary and Treasurer) and the Information Officer and Deputy Information Officer (optional), remain filled at all times. Should a vacancy occur, the necessary steps should be taken without delay to fill it;
- 18.1.2.1.9. to advise the Secretary of NAPC of the name(s) of the Representative and optional Alternate, appointed from the Club's Committee, to represent the Club on NAPC and to advise any changes in this representation which might occur mid-term; and
- 18.1.2.1.10. upon termination of office, to hand all the Club's books, records, assets and interests to his successor.

### 18.1.3. **Treasurer**

18.1.3.1. It shall be the duty of the Treasurer:

- 18.1.3.1.1. to attend all General Meetings of the Club and all meetings of the Committee. In the event of the Treasurer being unable to be present at any meeting, he shall ensure that the books of account and any financial statement or report required at the meeting are handed to the Chairman or a member of the Committee prior to the meeting. In such event, it shall be the duty of the Secretary to

inform the Treasurer of all decisions relating to financial matters taken at the meeting;

18.1.3.1.2. to maintain up-to-date books of account and to accurately record the Club's financial transactions and its financial position;

18.1.3.1.3. subject to the approval of all expenses by the Committee, to control all financial transactions of the Club and to properly and diligently administer the finances of the Club;

18.1.3.1.4. to collect and bank expeditiously all monies received by the Club and to disburse approved monies and payments due by the Club without undue delay;

18.1.3.1.5. to keep the Committee informed at all times on the general financial position of the Club, especially financial challenges;

18.1.3.1.6. to prepare a comprehensive report on the financial transactions of the past financial year for presentation and approval at the Annual General Meeting; and

18.1.3.1.7. upon termination of office, to hand all money, books of account and financial records to his successor and to fully cooperate with the Committee in the transference of signatories on the Club's bank accounts.

#### **18.1.4. Auditing of Club Financial Accounts**

18.1.4.1. At each Annual General Meeting an Independent Financial Practitioner shall be appointed for purposes of verification of the Club's finances and assets and for the audit of the Club's accounts and its Statement of Financial Position (Balance Sheet). The Independent Financial Practitioner, who need not be a Member, shall prepare a comprehensive and detailed report, or statement, on the financial position of the Club prior to the Annual General Meeting and such report, or statement, shall accompany the signed financial statements presented to the Annual General Meeting.

18.1.4.2. A copy of the signed financial statements presented and approved at the Annual General Meeting shall be submitted to KUSA as required by Article 8.6.2 of the KUSA Constitution.

18.1.4.3. No member of the Committee, however qualified, shall be appointed as an Independent Financial Practitioner for purposes of the audit of the Club's financial records.

18.1.4.4. Should the appointed Independent Financial Practitioner be unable to fulfil his duties, the Committee shall have the power to appoint another person who meets the criteria in clause 4.2.12 to perform the audit.

#### **18.1.5. Other Officers**

18.1.5.1. The duty of any other office-bearer appointed by the Club or the Committee shall be laid down by the appointing body and all Committee members shall ensure that the provisions contained in the Club Constitution and the KUSA Constitution are adhered to by the Club, Committee and Members.

### **19. FINANCE AND ACCOUNTS**

19.1. The financial year of the Club shall be the twelve (12) calendar months, ending on **31 December**.

19.2. No person other than a person acting within the limits of any authority conferred upon him by this Constitution or by the Committee shall have the authority to give or receive money or, on behalf of the Club, to enter into any contract or arrangement having the effect of imposing any liability on the Club or in any other way pledge the credit of the Club.

19.3. The books of account to be kept by the Treasurer in terms of clause 17.1.3.1.2 of this Constitution shall be open on request and appointment for inspection by any member of the Committee.

### **20. MEETINGS**

#### **20.1. Annual General Meeting**

20.1.1. The Annual General Meeting shall be held within three (3) months of the end of the Club's financial year on a date and at a time and place to be determined by the Committee.

20.1.2. It shall be competent for any Member in Good Standing to request, in writing, that an item other than a proposal to amend, alter, or add to the Constitution, be placed on the Agenda, provided that such request is in the hands of the Secretary not later than fourteen (14) days prior to the date of the Annual General Meeting.

20.1.3. Notice stating the date, time and place of the Annual General Meeting and including any proposal to amend the Constitution shall be posted or emailed with delivery/read request, or sent as a text message by mobile phone if no email address is available, to each Member not less than thirty (30) days before the date of such meeting.

- 20.1.4. The Annual General Meeting shall be conducted face-to-face or by teleconference, or by videoconference, using an online telecommunications platform of the Club's choice, such as Skype, Zoom, WebEx or Microsoft Teams, or be conducted face-to-face in combination with any form of virtual attendance.
- 20.1.5. The Agenda for such meeting, which shall include the following items, shall be posted or emailed with delivery/read request, or sent as a text message by mobile phone if no email address is available, to all Members not less than ten (10) days before the date of such meeting:
- 20.1.5.1. Notice Convening the Meeting.
  - 20.1.5.2. Minutes of previous Annual General Meeting and of any Special General Meeting held since then.
  - 20.1.5.3. Matters arising from the foregoing Minutes.
  - 20.1.5.4. Chairman's Report for the year.
  - 20.1.5.5. Treasurer's Report and Audited Statement of Financial Position (Balance Sheet) and Statement of Income and Expenditure for the year.
  - 20.1.5.6. Motions for the amendment of the Constitution by replacement as advised in the Notice Convening the Meeting.
  - 20.1.5.7. Matters submitted by the Committee (if any).
  - 20.1.5.8. Matters submitted by Members (if any).
  - 20.1.5.9. Election of Patron, President and Vice-Presidents.
  - 20.1.5.10. Election of Committee members.
  - 20.1.5.11. Appointment of an Independent Financial Practitioner.
- 20.1.6. Only matters which appear on the Agenda may be discussed as part of the business of the Annual General Meeting. Should a quorum not be present at the appointed time, the meeting shall stand adjourned for ten (10) minutes when those present, if still less than the specified quorum, shall form a quorum but may only consider the following items, if they apply:
- 20.1.6.1. Notice Convening the Meeting.
  - 20.1.6.2. Chairman's Report.



20.1.6.3. Treasurer's Report and Audited Statement of Financial Position (Balance Sheet) and Statement of Income and Expenditure for the year.

20.1.6.4. Election of Patron, President and Vice-Presidents.

20.1.6.5. Election of Committee members.

20.1.6.6. Appointment of an Independent Financial Practitioner.

## 20.2. **Special General Meetings**

20.2.1. Special General Meetings shall be called:

20.2.1.1. by the direction of the Committee;

20.2.1.2. when required to consider any matter in terms of this Constitution and, if held in terms of clause 13.3, should a quorum not be present, the Member will be reinstated; or

20.2.1.3. on a requisition (stating clearly in detail the purpose of the meeting) signed by no fewer than ten (10) Members in Good Standing.

20.2.2. Notice stating the date, time and place of such Special General Meeting and setting out the business to be transacted thereat shall be posted or emailed with delivery/read request, or sent as a text message by mobile phone if no email address is available, to each Member of the Club not less than thirty (30) days prior to the date of such meeting.

20.2.3. Special General Meetings shall be conducted face-to-face or by teleconference, or by videoconference, using an online telecommunications platform of the Club's choice, such as Skype, Zoom, WebEx or Microsoft Teams, or be conducted face-to-face in combination with any form of virtual attendance.

20.2.4. A Special General Meeting required or requisitioned in terms of clause 19.2.1.3 above, shall be convened within six (6) weeks of the receipt by the Secretary of such requisition or of the information making such Special General Meeting necessary.

20.2.5. Only items which are stated in the notice convening the Special General Meeting may be discussed or transacted at such meeting.

## 20.3. **Committee Meetings**

- 20.3.1. The Committee shall meet for the despatch of business as often as deemed necessary by the Committee, but at least three (3) times per annum, for the efficient management of the Club.
- 20.3.2. Committee Meetings shall be conducted face-to-face or by teleconference, or by videoconference, using an online telecommunications platform of the Club's choice, such as Skype, Zoom, WebEx or Microsoft Teams, or be conducted face-to-face in combination with any form of virtual attendance.
- 20.3.3. The Secretary shall convene a meeting of the Committee immediately on receipt of a written request signed by at least three (3) members of the Committee and setting out in full the purpose of the meeting.
- 20.3.4. Not less than three (3) days' notice of all meetings of the Committee shall be given.

#### **20.4. Non-Receipt of Notices**

- 20.4.1. The non-receipt by a Member of a notice convening any meeting of the Club or Committee shall not vitiate the proceedings of such meeting.

### **21. QUORUMS AT MEETINGS**

- 21.1. Except where elsewhere provided, the quorum at any:
  - 21.1.1. General Meeting shall be at least one-and-a-half times (1.5) the number of serving Committee with voting rights.
  - 21.1.2. Committee meeting shall be one half of the full Committee plus one.
- 21.2. If, at the expiration of ten (10) minutes after the scheduled time of commencement of a meeting a quorum is not present, the meeting shall,
  - 21.2.1. if it is an Annual General Meeting, follow the procedure specified in clause 19.1.6;
  - 21.2.2. if it is a Special General Meeting called on the requisition of Members, be abandoned; and
  - 21.2.3. if it is a Special General Meeting convened in terms of clause 13.3, reinstate the Member.

### **22. VOTING**

- 22.1. Voting by proxy shall not be permissible at any meeting of the Club.

- 22.2. At all General Meetings of the Club, every Member vested with a vote in terms of clause 10 shall be entitled to one (1) vote. Matters before such meetings shall be decided by a simple majority of the votes of those present, except where a specific majority is required in terms of this Constitution.
- 22.3. At all General Meetings, in the event of an equality of votes cast for and against a motion, the Chairman shall have a casting vote in addition to his deliberative vote.
- 22.4. At an Annual General Meeting,
- 22.4.1. conducted on an exclusively face-to-face basis, voting shall be by a show of hands unless three (3) or more voting Members demand that such voting be conducted by ballot. If a ballot is so demanded, it shall be by secret vote and the result of the ballot shall be deemed to be a decision of the meeting at which the ballot was requested;
  - 22.4.2. conducted by teleconference or videoconference, whether, or not, in combination with face-to-face attendance, the Secretary shall request each attendant, in turn, to state their vote clearly and unambiguously and shall confirm the results to the meeting after the votes have been recorded.
- 22.5. At all Committee meetings of the Club every Member shall be entitled to one (1) vote and matters before the Committee shall be decided by a simple majority of the votes of those present, except where a specific majority is required in terms of this Constitution.
- 22.6. At all meetings of the Committee of the Club, in the event of an equality of votes cast for and against a motion, the Chairman shall have a casting vote in addition to his deliberative vote.
- 22.7. At a Committee meeting,
- 22.7.1. conducted on an exclusively face-to-face basis, voting shall be by a show of hands;
  - 22.7.2. conducted by teleconference or videoconference, whether, or not, in combination with face-to-face attendance, the Secretary shall request each attendant, in turn, to state their vote clearly and unambiguously and shall confirm the results to the meeting after the votes have been recorded.

## **23. AMENDMENT OF CONSTITUTION**

- 23.1. No alteration, amendment, or addition to this Constitution shall:
- 23.1.1. be made, except at an Annual General Meeting or Special General Meeting properly convened and then only if not less than two-thirds of the Members

with voting rights who are present, vote in favour thereof;

23.1.2. become effective until it has been approved by the Executive Committee of KUSA.

23.2. A proposal to alter, amend, or add to this Constitution may be submitted only:

23.2.1. by the Committee; or

23.2.2. by a requisition signed by not fewer than ten (10) Members, addressed to the Secretary.

23.3. Notwithstanding clause 22.2 above, any Member with voting rights may propose an amendment, alteration or addition to this Constitution by submitting such proposal in writing and fully motivated to the Secretary, who shall table such proposal at the next meeting of the Committee. The Committee shall have discretion to determine whether, or not, the proposal will be submitted to a General Meeting.

#### **24. DISSOLUTION OF THE CLUB**

24.1. Any proposal to dissolve the Club shall only be considered at a Special General Meeting convened for the purpose, and then only in terms of this section.

24.2. No proposal to dissolve the Club shall be considered unless there are present not less than two-thirds of the Members with voting rights at the time of such proposal, of whom not less than three-quarters vote in favour of such proposal.

24.3. When a decision to dissolve the Club has been taken, the Committee shall forthwith liquidate the affairs of the Club. If there are any surplus assets, they shall be dispensed to any of the Club's choice of registered Public Benefit Organisations, or Non-Profit Organisations, committed to animal welfare, or other bodies established for the welfare of animals, in the manner prescribed by the Special General Meeting at which the decision to dissolve the Club was taken, provided that no amount shall be distributed to any entity which is not:

24.3.1. A similar Public Benefit Organisation; and provided further that

24.3.2. any assets so distributed are required to be used solely for the purpose of carrying on one or more public benefit activities.

24.4. Should there be no effective membership or Committee, the Executive Committee of KUSA shall determine the allocation of any surplus assets.

24.5. A proposal to merge with any other club affiliated to KUSA shall be dealt with in the same manner as a proposal to dissolve the Club and the terms of such merger shall be approved at the Special General Meeting convened to consider

the proposal to merge.

24.6. Any trophies in the possession of the Club being dissolved shall be disposed of as follows:

24.6.1. Donated trophies – as directed by the donor.

24.6.2. Where a donor, his legal representative or, if deceased, the Executors in his estate, cannot be located, trophies should be made available to another recreational body or bodies with similar interests or objectives, provided that such donation does not conflict with the conditions set by the donor for the awarding of such trophies.

## **25. POWERS OF KUSA TO INTERVENE**

25.1. In the event of the Club finding itself in difficulty and then upon request of the Club, or the relevant Provincial Council, KUSA shall have the power to intervene if, one year from

25.1.1. the date required, the Club's Annual General Meeting has not been held;

25.1.2. the date they became due, the Club's Show Entry Fees have not been paid;

25.1.3. the date they became due, the Club's annual Affiliation Fees have not been paid;

25.1.4. the date they started to accrue, penalties due by the Club have not been paid; and

25.1.5. the date a failed Committee of the Club was required to be replaced and not done and

25.1.6. the date that the Club's Annual Financial Statements were not approved by the Annual General Meeting.

25.2. Upon such request from the Club, or the relevant Provincial Council, the Executive Committee of KUSA shall be empowered to appoint a person to act in the place of the Chairman of the Club and, if necessary, appoint additional persons to assist him. The books and all the records of the Club shall be turned over to the nominated person who shall act as Chairman and cause such things to be done as are necessary to remedy the breaches of the KUSA Constitution and, if possible, so that it is again in good standing with KUSA. Should the person(s) so appointed fail achieve remediation of the breaches, he/they shall be empowered, on behalf of KUSA and the Club's Members (if any), to cause the winding up of the Club and the distribution of its assets in terms of this Constitution. In the case of winding up in these circumstances, the person(s) delegated by KUSA shall have full power to act as if a valid Committee were in

place and is/are indemnified by KUSA against any liability arising from his/their actions, as long as he/they acted in good faith.

**26. COPY OF THE CONSTITUTION**

26.1. A copy of the Constitution of the Club, certified by the Chairman and Secretary, may be accepted as evidence for any purpose whatsoever, including in legal proceedings.

**27. MEMBERS' AUTONOMY**

27.1. Notwithstanding anything to the contrary hereinbefore stated, membership of the Club shall not derogate from any Member's autonomy as a club Member, save and except in cases where the Club Committee acts in terms of a specific power delegated to it under this Constitution.

**28. KUSA'S POWERS OF INTERPRETATION**

28.1. Nothing in this Constitution shall denigrate from the powers of interpretation conferred on the Federal Council of KUSA in terms of Article 43 of the KUSA Constitution, the provisions of which apply *mutatis mutandis*.

**For and on behalf of PRETORIA SHEPHERD DOG CLUB**

Tania Quarmby ..... 16 March 2024 .....  
CHAIRMAN ..... ADOPTION DATE

Charene Verheijen ..... 16 March 2024 .....  
SECRETARY ..... ADOPTION DATE

**For and on behalf of the KENNEL UNION OF SOUTHERN AFRICA**

.....  
PRESIDENT ..... DATE

.....  
SECRETARY ..... DATE

This Constitution was adopted by **Pretoria Shepherd Dog Club** at a General Meeting on

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and thereafter approved by the Executive Committee of KUSA. Replacement Constitutions shall only be adopted at duly convened and constituted General Meetings with the adoption date noted against the signatures of the Club's Chairman and Secretary and be subject to the approval of the Executive Committee of KUSA.