



SA HOLSTEIN

AMENDED CONSTITUTION

14 SEPTEMBER 1999

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CONSTITUTION OF SA HOLSTEIN

DEFINITIONS, ABBREVIATIONS AND INTERPRETATION

When used in this constitution and if a contrary meaning is not clear from the context, the following words mean -

- (a) "appendix animal", an animal registered in the appendix section of the herd book;
- (b) "breeder", the owner of -
 - (i) the dam at the time of birth of a Holstein;
 - (ii) such Holstein at the time of application for registration the herd book; or
 - (iii) the recipient cow at the time of birth of a Holstein as a result of embryo transfer;
- (c) "buyer", the person or persons to whom ownership/joint ownership of a Holstein is transferred by the seller of such animal;
- (d) "bye-laws", the bye-laws of **SA Holstein** which are from time to time amended and approved by the council;
- (e) "class", the procedure in use to class animals of non-registering members and also non-members;
- (f) "classification", the procedure by which a female animal of a registering member is classified in terms of the standards prescribed by **SA Holstein**;
- (g) "constitution", the constitution of **SA Holstein**, including the bye-laws;
- (h) "council", the Council of **SA Holstein** duly elected in terms of this constitution;
- (i) "decision", a decision legally taken by the council in terms of this constitution;
- (j) "embryo", the fertilised ovum of a Holstein;
- (k) "Exco", the executive committee of the council;
- (l) "export", the selling and shipping to another country outside of the RSA;
- (m) "financial year", that period, as from time to time determined by council, for which a report must be prepared indicating the financial status of **SA Holstein** and to be presented to the annual general meeting;
- (n) "general manager", the General Manager of **SA Holstein** as appointed by the council from time to time;
- (o) "herd book", the Holstein herd book (whether in computerised form or otherwise) in which all details of all registered Holsteins are recorded and which also contains the sub-sections determined from time to time by the council and which is under the management of such registering authority from time to time determined by the council;
- (p) "Holstein", an animal which is registered, or is eligible for registration, and the words "cattle", "animal/s", "heifer/s", "cow/s", "bull/s", and "calf/calves" shall have a similar meaning;
- (q) "importation standards", the guidelines determined from time to time by the council for the importation of semen, embryos and animals into the RSA;

- (r) "imported", semen, embryos and animals of the Holstein landed in the RSA and an animal born in transit to the RSA;
- (s) "member", a person that meets with all the requirements for membership and whom has as such been allowed membership of **SA Holstein**;
- (t) "member country", any country other than the RSA where Holsteins are bred and where breeders thereof obtained membership of **SA Holstein** and of which animals are registered in terms of this constitution;
- (u) "owner", the person
 - (i) who, according to the records of **SA Holstein** owns such Holstein, or
 - (ii) who, to the satisfaction of the general manager proves that such a Holstein is entitled to be registered in the name of such owner, or
 - (iii) who, in terms of the herd book in the country of origin of the particular Holstein, as recognised by the council from time to time, is entitled to be registered as such;
- (v) "record", the procedure of recording of a Holstein by **SA Holstein** in a register;
- (w) "register", the procedure of registering of a Holstein in the appendix or stud book proper sections of the herd book and also the procedure by which a prefix is placed on record;
- (x) "registering authority", the organisation which has been registered as such by the National Department of Agriculture in terms of the relevant legislation and which has been appointed by the council to manage the registration functions of **SA Holstein** if **SA Holstein** does not elect to perform these functions itself;
- (y) "RSA", the Republic of South Africa;
- (z) "**SA Holstein**", the animal breeders' society known as **SA Holstein**, which has been registered as such by the Registrar of Animal Improvement in the National Department of Agriculture in terms of the relevant legislation and to whom a certificate of incorporation had been issued;
- (aa) "Schedule", any schedule referred to in the constitution or determined by the council from time to time, or any amendments made to such schedules;
- (bb) "selection", the classing or evaluation of animals according to phenotype;
- (cc) "sell", also donate, endow, swop or transfer of ownership of a Holstein in any manner;
- (dd) "seller", the person or persons who, according to the records in the herd book, is the owners/joint owners of a Holstein which has been sold, or in the case of an imported Holstein, is the owner in the country of origin who sold such Holstein;
- (ee) "semen", the semen of a Holstein;
- (ff) "Stud Book", the South African Stud Book and Livestock Improvement Association;
- (gg) "transfer", any transaction by which any person obtained sole ownership or any share, or additional share of ownership of such an animal, and it shall include sell, swop and donation of sole or shared ownership of such an animal and the cession of any share in the ownership of such animal;

Whenever abbreviations are used in this constitution or for the purpose of maintaining the herd book, or during the management of **SA Holstein** and a contrary intention does not clearly appear from the context, they shall have the following meaning -

- (a) "A", animals registered as Appendix A in the herd book;
- (b) "AGM", the Annual General Meeting;
- (c) "B", animals registered as Appendix B in the herd book;
- (d) "BVI ", the South African Holstein genetic breeding value index;
- (e) "C", animals registered as Appendix C in the herd book;
- (f) "CN ", animals born as a result of the cloning technique;
- (g) "ET", animals born as a result of embryo transfer, as well as the technique;
- (h) "IP", imported animals, semen and embryos;
- (i) "AI", animals born as a result of artificial insemination, as well as the technique;
- (j) "PP", naturally polled in accordance with the bye-laws;
- (k) "R", animals that are born red and white, or red, black and white;
- (l) "SAH", **SA Holstein**;
- (m) "SP", animals with stud book proper status; and
- (n) "TPI", the **SA Holstein** type and production index.

Other words, abbreviations and phrases used in this constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in appropriate legislation.

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

CLAUSES

1. NAME OF THE ANIMAL BREEDERS' SOCIETY

The name of the animal breeders' society shall be **SA Holstein**.

2. SA HOLSTEIN MISSION

To be the leading breed of Africa, ensuring our partners, the Holstein breeders financial growth by rendering exceptional services and products.

3. POWERS AND DUTIES

Subject to the stipulations of appropriate legislation and this constitution **SA Holstein** shall have the power to own property of a permanent or a temporary nature, whether it be through purchasing, leasing or any other manner, and also to occupy, sell, rent, mortgage, pledge or in any other manner burden such property; to borrow or lend money; invest any of the funds of **SA Holstein**; or to liquidate or change such investments from time to time; and to perform such functions and execute such duties conferred upon **SA Holstein** by the annual general meeting, appropriate legislation and as a result of its membership of any other body, association or organisation in terms of clause 15: Provided that no stipulation in this constitution shall restrict **SA Holstein** to perform actions deemed necessary in the normal functioning of **SA Holstein** in terms of legislation or normally expected from a legal person acting on behalf of and in the interest of its members.

4. MEMBERSHIP

4.1 Eligibility for membership

Natural persons, as well as legally recognised legal persons, who are engaged directly or indirectly in the breeding of Holsteins in the RSA or in the member countries, may become members on approval by the general manager.

4.2 Legally recognised legal persons

4.2.1 A company, private company, closed corporation, trust, partnership or other legally recognised legal person applying for Ordinary Registering Membership shall disclose to **SA Holstein** such facts or data as may be deemed necessary to determine the nature of the controlling interest therein and shall then, or at any time thereafter, in addition to the requirements imposed in respect of all other applicants, furnish **SA Holstein** with the name and address of the person appointed by it to act as its representative at meetings of **SA Holstein**: Provided that such person shall have the right to nominate an alternate in writing, which nomination shall reach **SA Holstein** not later than two days before the date of the meeting at which such alternate shall be present to vote.

4.2.2 In the case of a partnership the full names and addresses of all the partners shall be disclosed to **SA Holstein** at the time of the application and such partners shall both independently and jointly be responsible for its commitments to **SA Holstein**.

4.2.3 All correspondence and items addressed to the authorised representative referred to in sub-clause 4.2.1 shall be deemed duly served upon the company, private company, closed corporation, trust, partnership or other legally recognised legal person and at all meetings at which such representative is in attendance on behalf of the company, private company, closed corporation, trust, partnership or other legally recognised legal person they shall be deemed duly represented.

- 4.2.4 The representative referred to in sub-clause 4.2.1, may be elected to the council of **SA Holstein**.
- 4.2.5 If a company, private company, closed corporation, trust, partnership or other legally recognised legal person fail to adhere to the requirements of Ordinary Registering Membership, as described in sub-clause 4.3.1, its membership shall be terminated and the provisions of sub-clause 4.2.6 shall mutatis mutandis apply to such a company, private company, closed corporation, trust, partnership or other legally recognised legal person.
- 4.2.6 In the case of the liquidation of a company, private company, closed corporation or other legally recognised legal person or the dismantling of a trust or a partnership, membership of **SA Holstein** shall automatically be terminated: Provided that -
- (a) all fees and amounts owed to **SA Holstein** on the date of liquidation shall be claimed from the liquidator of such company, private company, closed corporation or other legally recognised legal person, or from the members (whether individually or jointly) of such partnership, or from the trustees of such trust;
 - (b) the liquidator of such company, private company, closed corporation or other legally recognised legal person and the members of such partnership and the trustees of such trust shall be obliged to honour all the commitments of such a company, private company, closed corporation, trust, partnership or other legally recognised legal person as far as registrations, transfers or any other commitment that the company, private company, closed corporation, trust, partnership or other legally recognised legal person had as a member of **SA Holstein**; and
 - (c) any amounts payable, such as per capita fees, registrations, transfers or any other commitment which may be payable after such automatic termination of membership shall be determined according to the scale applicable to Ordinary Registering Members.

4.3 **Categories of membership**

4.3.1 **Ordinary Registering Member**

All breeders of Holstein animals who have previously, through **SA Holstein** registered for their exclusive use an unique prefix, qualify, upon approval of the general manager, for ordinary registering membership and may register or record Holsteins and the prefix shall be allocated to such Holsteins. An Ordinary Registering Member shall retain his rights and privileges in terms of this clause, should he become an honorary life member.

4.3.2 **Ordinary non-registering member**

Persons directly or indirectly involved with the breeding of Holsteins may, upon approval of the general manager, obtain ordinary non-registering membership, but may not register Holsteins in the herd book. Ordinary non-registering members may not vote at meetings of **SA Holstein** and do not qualify to be elected to the council.

4.3.3 **Life member**

SA Holstein do not offer life membership.

4.3.4 **Honorary life member**

For meritorious services in the interest of the Holstein a natural person may be elected an honorary life member by council: Provided that upon such election he shall enjoy all the rights and privileges of membership, including the right to vote at any meeting of **SA Holstein** and provided further that honorary life members shall be exempted from annual membership subscription fees.

4.3.5 **Special honorary members**

Persons not necessarily actively engaged in the breeding of Holsteins may be elected special honorary member on such conditions council may determine: Provided that special honorary members shall not have voting rights and shall not be eligible for election on the

council.

4.3.6 **Junior members**

Any person under the age of eighteen years who are directly or indirectly engaged in the breeding of Holsteins may become a junior member of **SA Holstein**: Provided that a junior member shall not have voting rights and may not be elected on the council, but such junior member may participate in all other activities of **SA Holstein**. The parents or guardians of a person applying for junior membership shall countersign the application form and shall accept full responsibility for the financial obligations on behalf of such junior member.

4.4 **Application for membership**

4.4.1 Application for membership of **SA Holstein** shall be addressed to the general manager in writing on the form described in schedule E. All ordinary registering members shall concurrently apply for an unique herd prefix.

4.4.2 The application shall be accompanied of the applicable subscription and/or application fee as determined from time to time by the council.

4.4.3 The council may accept the application for membership of any person, either unconditionally or upon those conditions may determine in each case and the council has the right to refuse an application without giving reasons for its decision.

4.4.4 If an application for membership is refused, the applicant shall be entitled on repayment of all the amounts that accompanied his application.

4.5 **Right and privileges of membership**

With the exception of executors of deceased estates, trustees of insolvent estates and liquidators of companies and closed corporations, the rights and privileges of membership of **SA Holstein** is exclusively vested in the member and shall not transferable, whether it be out of his own free will, or by legislation. The rights and privileges include -

- (a) to receive all reports and other material issued by **SA Holstein** for distribution amongst members;
- (b) subject to the applicable provisions of this constitution apply for the registration of Holsteins in the herd book or for recording in the register;
- (c) to attend all general meetings of **SA Holstein** and to vote subject to the provisions of sub-clause 4.3;
- (d) to compete for prices and in competitions held by **SA Holstein**;
- (e) if available, to obtain specialised technical advise regarding Holstein matters from technical advisers, office bearers and representatives of SA, to have access to all records regarding Holsteins held by **SA Holstein** or to which **SA Holstein** has access, to get consultation and request special visits: Provided that all costs involved shall be paid by the applicant; and
- (f) to receive and consult the official reports of **SA Holstein**.

5. **REGISTER OF MEMBERS**

5.1 The general manager shall keep a register of all members in which shall be inscribed the date of admission to membership, the member's chosen domicilium citandi et executandi, and other contacting details, amounts received and the date of receipt of payments, as well as unpaid amounts (if any).

5.2 Every member shall inform the general manager in writing of any changes in the chosen domicilium and all notices and publications sent to the recorded address of the member shall be considered duly received after seven days of sending thereof.

5.3 All correspondence sent by registered mail by **SA Holstein** to members shall be considered as binding.

6. USE OF PERFORMANCE DATA

All the performance data of **SA Holstein** members who are participants in the National Milk Performance Testing Scheme may upon request of **SA Holstein**, and subject to the conditions determined by the trustees of the data available in the intergrated Registration and Genetic Information System, (Intergis) and/or any other Registration and Genetic information system be made available to **SA Holstein**: Provided that **SA Holstein** shall not utilise such data to the detriment of any member, or members, or the Intergis and provided also that the further adjustment of the data shall not be contrary to the goals of the National Milk Performance Testing Scheme.

7. MEMBERSHIP AND OTHER FEES

- 7.1 All membership fees and other fees and commissions payable to **SA Holstein**, are managed by the general manager and are determined by the council from time to time and shall be presented to the next annual general meeting for the notice of members.
- 7.2 The annual membership fees is payable in advance on the first day of the financial year and shall be considered as in arrears if it has not been paid if it has not been paid within thirty days thereof, except in cases where written approval for late payment has been given by the general manager.
- 7.3 Any member whose membership fees are in arrears or who owes money to **SA Holstein** for more than thirty days after a written request for settling has been sent by registered mail to the member by the general manager, shall no longer have the rights and privileges of membership until such time that the account has been settled in full.
- 7.4 The council may instruct that interest and/or fines be imposed on all unpaid accounts at a rate to be determined by council from time to time.
- 7.5 Any member who have lost his rights and privileges in terms of sub-clause 7.3 and who, in spite of a correct and duly directed request sent to his chosen domicilium per paid registered mail by the general manager, remain to be in arrears for a further thirty days, shall automatically forfeit his membership of **SA Holstein**.
- 7.6 Any member who, for whatever reason, ceases to be a member of **SA Holstein** shall remain liable for all amounts owed by him to **SA Holstein** up to and including the last day of the financial year in which his membership has ceased.
- 7.7 If the general manager rules that the account of a member is in arrears or unpaid on the date of termination of his membership, such a member shall be liable for all legal costs including costs on the attorney-and-client scale and collection charges which may arise, and also including the original amount, fines and claims owed by him to **SA Holstein**

8. RESIGNATION, FORFEITURE AND SUSPENSION OF MEMBERSHIP

- 8.1 Any member may resign as member of **SA Holstein** by giving written notice by registered mail addressed to the general manager: Provided that -
- (a) such resignation be given at least before the first day of the new financial year and in the event of non-compliance herewith, the member shall remain responsible for the membership fee of that particular financial year and all other unpaid amounts;
 - (b) no membership fees or any part thereof shall be refundable; and
 - (c) all amounts owed to **SA Holstein** shall be fully settled and that the member has met his obligations regarding documents, records, registrations and transfers or any other obligation in connection with his membership of **SA Holstein**.

- 8.2 Any member renders himself liable to disciplinary action if he -
- (a) contravenes the constitution or any rule of **SA Holstein**;
 - (b) has acted in any manner which in the exclusive opinion of the council is or may be prejudicial to the character or is to the detriment of the interests of **SA Holstein** or any of its members;
 - (c) through his actions, or default thereof, brought real or possible disgrace to **SA Holstein** or who is guilty of conduct causing real or possible disadvantage to the aims of **SA Holstein**;
 - (d) presented incorrect information of any nature to **SA Holstein** or any of its officers or judges at shows, or to the National Milk Performance Testing Scheme, or to the registering authority, whether it be with malicious intent or for personal gain;
 - (e) cosmetically changes the body of any Holstein to mislead any person conducting a normal inspection regarding the true nature of the animal; or
 - (f) tries to bribe any officer of **SA Holstein**:

Provided that no suspension of membership shall be instituted unless **SA Holstein**, at least thirty days prior to the date of the council meeting on which such matter is placed on the agenda, informed the particular member by registered mail of the intended suspension and in which he is invited to personally, or if he so wishes through a properly appointed representative, or in writing, present his side of the case at the said council meeting. If such written invitation was not timeously presented to the member, the council may not discuss the suspension, nor the circumstances, in order to ensure total impartiality.

- 8.3 The council or any committee of the council shall be entitled to investigate the conduct of the member in order to obtain such information from a place, person, company or institution and to handle with such information in such a manner that the council may deem necessary: Provided that the ordinary rules regarding the presentation of testimony shall not apply on such bona fide investigation and no member shall have any action or the right of recovery against the council or its committee with regard to any matter or case resulting from such investigation or information obtained in this manner.
- 8.4 Upon a decision taken by not less than two thirds of the council members present and voting at such meeting, council may order that -
- (a) the member be reprimanded and be fined with such amount as decided by council;
 - (b) his membership be suspended for a period to be determined, but which may not exceed the remaining portion of the current financial year and the two following financial years; or
 - (c) the member be suspended.
- 8.5 Any member that have been suspended, shall be informed in writing by **SA Holstein** within five days after the date on which the member's expulsion from the register of **SA Holstein** has been approved.
- 8.6 After such suspension of a member, council may instruct the general manager to remove his name from the herd book and any other registers or reports of Holsteins and to apply to the registering authority for the cancellation of all registered Holsteins of which he is the owner at the time of suspension.
- 8.7 The council may instruct the suspended member to immediately return all registration certificates regarding Holstein animals in his possession at the time of his suspension and to hand said certificates to the registering authority and after such date no services of any nature will be rendered to him.
- 8.8 Any suspended member shall pay the money owed by him to **SA Holstein** in full and he

shall honor his commitments regarding the registration and transfer of animals, as well as those regarding his membership: Provided that any member suspended from **SA Holstein** shall remain accountable for all membership fees and other fees owed by him to **SA Holstein** at the time of his suspension.

- 8.9 As of the date of suspension, or during the time pending his suspension, as the case maybe, the member shall lose his rights and claims against **SA Holstein** or his property or fees owed to him in terms of his membership.
- 8.10 Any person whose membership of **SA Holstein** had been terminated for whatever reason, may, in terms of sub-clause 4.3, again be allowed membership in the discretion of the council and on the conditions laid down: Provided that all debts in arrears have been settled.

9. ELECTION OF THE COUNCIL AND THE EXECUTIVE COMMITTEE

- 9.1 The interests of **SA Holstein** shall be controlled and managed by a council annually elected at the annual general meeting or a special general meeting convened for this purpose by fully paid-up members with voting rights. Provided that there shall be five regions, i.e. the Transvaal (as it existed on 15 September 1992), Free State, Kwazulu-Natal, Eastern Cape (those magisterial districts mentioned in schedule L) and Western Cape (those magisterial districts mentioned in schedule L).
- 9.2 There shall be seven general members of Council elected from registering members (i.e. members gaining the most votes irrespective of the region in which any member resides). The nomination and seconding of such members of Council to be verbal and the voting by secret ballot.
- 9.3 After the election of Registering Members to Council has been completed, should it be found that any region is not represented on Council then further nominations shall be called for from the ranks of Registering Members, in the region or regions concerned and a separate election shall be held for each such unrepresented region (taken in alphabetical order) with all members present being entitled to vote in respect of each such separate election. Each member thus elected shall upon election have all the rights and privileges of a general member and shall retire at the next Annual General Meeting.
- 9.4 At each annual general meeting at least two of the longest serving council members, calculated from the date of each member's last appointment to the council, shall retire and such vacancies shall be filled in terms of the stipulations contained in sub-clauses 9.2 and 9.3: Provided that the retiring members may be re-elected.
- 9.5 A President and a Vice-President are elected in succession before the election of the council members at the annual general meeting or a special general meeting convened for this purpose: Provided that:
 - 9.5.1 The general manager, who shall preside as chairman while the proceedings connected with the election of the President take place, shall call on registering members at the Annual General Meeting for nominations in writing for the office of President.
 - 9.5.2 Upon receipt of written nominations, the general manager shall announce the name of every person nominated by at least two registering members, and the nomination of a person not nominated by at least two registering members shall automatically lapse and his name not be announced as a candidate. Any member nominated may, without the consent of his proposer, indicate his non availability and his name shall then be removed from the list of nominations.

- 9.5.3 Should only one person be duly nominated, he shall be declared duly elected as President of **SA Holstein**.
- 9.5.4 Should there be more than one person duly nominated, the General Manager shall cause a ballot paper to be issued to each registering member present and such members shall thereupon write the name of each candidate and indicate by means of a 'X' in the prescribed space, the candidate for whom they cast their vote, and the General Manager shall appoint two scrutineers to collect the ballot papers and to count the votes.
- 9.5.5 The President shall be declared as elected when he has received one more than 50 percent of the votes. Should no one candidate receive the requisite number of votes there will be a further ballot. The names of the candidates who in the first ballot received the highest and the second highest number of votes, will be subjected to a further ballot. Should there be a tie in the number of votes cast in the second ballot the presidency shall be decided by the drawing of lots between the two candidates.
- 9.5.6 After the President has been duly elected he shall preside at the meeting and conduct the election for the office of the Vice-President. The appropriate provisions of sub-clause 9.5.1 to 9.5.5 inclusive shall apply mutatis mutandis to such election.
- 9.6 The office of Honorary Treasurer shall be filled by an election by ballot at the incoming council meeting after the annual general meeting.
- 9.7 The persons duly elected as President, Vice-President and Honorary Treasurer shall constitute the executive committee (Exco) of the council and Exco is entrusted with the direct management of the matters of **SA Holstein**: Provided that any member of **SA Holstein** has the right to refer any decision taken by Exco to the council whose decision shall be final. A written notice exercising this power shall be given by registered mail to the general manager within ninety days after the date on which Exco has taken the said decision.
- 9.8 Should any member of the council die, resign or cease to be a member of **SA Holstein**, or lose his membership in terms of sub-clause 9.9, council may co-opt another registering member of **SA Holstein** as his substitute until the next election of council members takes place, and such substitute shall be deemed to be a member of council as fully and effectively as was the member for whom he has been substituted. The council shall be considered as duly constituted and shall continue with to carry out all the powers vested in it notwithstanding any vacancies: Provided that if the office of the president, vice-president or honorary treasurer become vacant before termination of the period for which he has been elected, the council shall at its next meeting elect by secret ballot from amongst their ranks a member to fill the vacancy for the remaining term of office.
- 9.9 Members of the council absenting themselves from two consecutive meetings without leave or a valid reason shall automatically cease to be a member of the council.
- 9.10 In addition to the members of the council, the general manager and any other person co-opted by the council shall serve on the council without voting powers.

10. POWERS AND DUTIES OF THE COUNCIL

Subject to the provisions of the constitution and the directives given from time to time by any general meeting of **SA Holstein**, the council shall act in such a manner as deemed in the interest of **SA Holstein** and to advance and attain the aims thereof, and in particular shall have the power to

- 10.1 pay all costs and charges in connection with the administration and management of the

affairs of **SA Holstein**;

- 10.2 appoint, at its discretion, and remove or suspend employees, auditors, either permanently or temporarily or ad hoc, as it may from time to time deemed fit in accordance with any laws where applicable, and to determine their powers and duties as well as fix salaries, emoluments and conditions of service;
- 10.3 institute, conduct, defend, compound or abandon any legal proceedings by or against **SA Holstein** or against any of its officials or servants in connection with the affairs of **SA Holstein**, and to compound or allow, or ask for time or payments of any debts to, or any claim or demand against **SA Holstein**;
- 10.4 provide from time to time for the management and affairs of **SA Holstein** in such a manner as it may deem fit and, in particular, to appoint any persons to be the attorneys or agents of **SA Holstein** upon such terms as it deems fit;
- 10.5 adopt and pass rules, regulations and conditions according to and upon which inspection and admission to registration shall take place and to impose fines and penalties for any contravention of such rules, regulations, and/or conditions;
- 10.6 convene general or specific meetings of the Society, either in compliance with a special request therefore made in accordance with the provisions of the Constitution, or otherwise if deemed necessary;
- 10.7 make, alter and rescind rules and regulations consistent with the provisions of the Constitution, and accordingly to impose fines by way of penalties for the breach thereof;
- 10.8 add schedules to the existing schedules, and to amend such schedules when it is deemed necessary in the interests of **SA Holstein**;
- 10.9 purchase, hire or lease for the purposes of **SA Holstein** land, tenements, movable or immovable property, and to sell let or dispose of the same;
- 10.10 borrow money for the purposes of **SA Holstein** upon security of any property of **SA Holstein**;
- 10.11 place the surplus funds of **SA Holstein** on deposit with a bank or other financial institution or to invest such funds in another manner as it may decide from time to time;
- 10.12 co-opt on an annual basis not more than three persons, if necessary, to serve on the council who shall have the right to attend and participate in all discussions and all meetings of **SA Holstein** or the council, but who shall not be entitled to vote on any question or resolution at such meetings;
- 10.13 appoint representatives to represent **SA Holstein** at any other body or organisation deemed necessary;
- 10.14 generally do all things that are necessary for the welfare of **SA Holstein** and for the conduct of its affairs provided always that any action taken or instructions given shall not be contradictory to the terms of the constitution.

11. MEETINGS

- 11.1 Exco shall meet at any time and venue as determined by itself or decided by the president, or in his absence the vice-president: Provided that two Exco members personally present at the beginning of an Exco meeting shall form a quorum.

- 11.2 The council shall meet at any time and venue as determined by itself or decided by the president, or in his absence the vice-president: Provided that at least two council meetings shall be held during the financial year.
- 11.3 **A special council meeting -**
- (a) may be called by the president (or in his absence the vice-president), on such date and at such venue as decided by the particular office; or
 - (b) shall be held upon application signed by not less than four council members and such application shall give the reasons for such a meeting. Such application shall be directed to the general manager.
- 11.4 Written notice of the time, date and venue of a proposed council meeting shall be posted (whether it be electronic or otherwise) by the general manager to each member of the council not less than twenty one days before the date of the meeting: Provided that notwithstanding anything contained in this constitution, Exco shall have the power to call for a council meeting upon three days notice in the event where Exco deems it necessary in the interests of **SA Holstein** that such an urgent meeting be held.
- 11.5 No decision taken by a council meeting may be changed or be declared invalid unless at least fourteen days notice of the proposed change of invalidation has been given to each member of the council. Provided that such decision to change or invalidate a previous decision shall only be taken if all the council members are present and unanimously decide to do so.
- 11.6 A general meeting of **SA Holstein**, known as the annual general meeting, shall be held once a year in Bloemfontein, unless decided otherwise by the council: Provided that the annual general meeting shall be held within nine months after the end of the financial year at the exact date, time and venue determined by the council.
- 11.7 At such an annual general meeting the council shall present its annual report, together with a duly audited balance sheet and financial report concerning the period on which the report is based.
- 11.8 The matters on the agenda of the annual general meeting shall be to -
- (a) receive and accept the financial statements and reports of the auditors and the council;
 - (b) elect council members in terms of the constitution; and
 - (c) deal with any matter that should be dealt with by the annual general meeting in terms of this constitution.
- 11.9 All other business transacted at the annual general meeting shall be deemed special and no special business may be transacted at the annual general meeting unless written notice per prepaid registered post or by hand of such business shall have been given to the general manager at least fourteen calendar days before such meeting takes place.
- 11.10 Council may whenever it deems fit, and shall upon a requisition by not less than one tenth (10%) of the total number of members of **SA Holstein**, convene a special general meeting. Any such requisition shall specify the objects of the special general meeting required and shall be signed by the members requiring the same and shall be lodged with the office of the general manager. Such requisition may consist of several documents in like form, each signed by one or more members and at such a meeting only the stated matters may be dealt with.
- 11.11 Not less than 21 days prior to the holding of any general meeting, notice of the time, date and place of such meeting together with the agenda of such meeting set out in a letter or

set out in an official publication of the Society, shall be sent by prepaid post to each member. Accidental omission to give notice to any member shall not invalidate any resolution passed at such meeting.

- 11.12 No decision shall be taken by any general meeting unless due notice had been given on the agenda, which were sent together with the notice of the meeting to the members of **SA Holstein**, or unless such a meeting with a two-thirds majority of the members entitled to vote decide to discuss and vote on any matter not specifically on the agenda.
- 11.13 Any general meeting may be adjourned by a two-thirds majority of members present and entitled to vote.
- 11.14 For the purpose of reversing a decision taken by an annual general meeting, a two-thirds majority of the members present and entitled to vote, are required.
- 11.15 The president of **SA Holstein**, or in his absence the vice-president, or in his absence the honorary treasurer, or in the absence of all three, any other council member elected for this purpose by the members present, shall act as chairman of all general meetings.
- 11.16 All matters submitted at any general meeting shall, except when otherwise provided, be decided by the votes of the majority of those present and entitled to vote. In the event of an equality of votes the person presiding at the meeting shall have a casting vote in addition to his ordinary vote: Provided that members have the right to vote by proxy on those matters decided from time to time by the council and that all proxies duly completed must be in the hands of the general manager three calendar days prior to the date of the meeting concerned.
- 11.17 Every question submitted to a general meeting shall be decided by a show of hands, unless if any member present requests a ballot paper to be used, in which case such matter shall be decided by secret ballot.
- 11.18 Quorums for the conducting of a particular meeting shall be as follows:
 - (a) Fifty members of **SA Holstein** entitled to vote and personally present at the commencement of any general meeting;
 - (b) Two members of the executive committee personally present at the commencement of any Exco meeting; and
 - (c) Four council members entitled to vote and personally present at the commencement of any council meeting.
- 11.19 If a quorum is not present at the commencement of any meeting, such meeting shall stand adjourned for not less than seven days and the time, date and venue shall be decided upon by the members personally present. At such an adjourned meeting the members entitled to vote and present shall form a quorum: Provided that at any meeting where a quorum is not present, but where the president or vice-president is present, the meeting may stand adjourned for half an hour upon which the members then present shall form a quorum to deal with such matters (excluding constitutional changes), declared as urgent by the member presiding as chairman. Such an adjournment for half an hour shall not restrict the power of the meeting to adjourn the meeting to a time and place as described in this sub-clause, after it has dealt with the urgent matters.
- 11.20 In the case of an adjournment of a meeting as provided for in sub-clause 11.19 above, all the members shall be informed of the adjournment and also of the time, date and venue to which the meeting had been adjourned, as well as the reason for such adjournment.

12. MINUTES OF MEETINGS

- 12.1 A copy of the minutes of all general meetings shall be made available to each member of **SA Holstein**.
- 12.2 In the case of a meeting of the council, the executive committee, or of a sub-committee appointed by the council, the minutes of such meetings are made available to such members only: Provided that any member may obtain a copy of any minutes on a total cost recovery basis.
- 12.3 The minutes of all meetings signed by the president or the person who presided as chairman at the next meeting, shall serve as proof that the meeting had been conducted in an orderly manner and that all elections, appointments and decisions shall be deemed duly accepted and authorised by such a meeting.

13. FINANCIAL PROVISIONS

- 13.1 The council shall cause one or more banking accounts to be opened in the name of **SA Holstein**, and shall deposit in such banking account or accounts all monies received by **SA Holstein** from any source whatsoever.
- 13.2 All payments out of the funds of **SA Holstein** shall be in any form as decided by Council.
- 13.3 The council shall cause proper books of account of income and expenditure to be kept in respect of the Society. All accounts shall be audited from time to time but not less than once every year by an auditor or auditors appointed by the annual general meeting.
- 13.4 The council has control over the property of **SA Holstein**.
- 13.5 The income and property of **SA Holstein**, received from whichever source, shall only be used to advance the aims of **SA Holstein** and no portion thereof shall either directly or indirectly be paid as a bonus or dividend to any member or person that has been a member of **SA Holstein**: Provided that nothing contained herein shall prevent **SA Holstein** to pay any employee or other person for services rendered to **SA Holstein**.
- 13.6 Should there remain any property of **SA Holstein** after the termination and dissolution of **SA Holstein**, such property shall not be distributed amongst, or be paid to the members of **SA Holstein**, but it shall be transferred to such other institutions having similar aims as **SA Holstein**, as determined by the majority of members present at a general meeting of **SA Holstein**.
- 13.7 The general manager accepts full responsibility for the financial affairs of **SA Holstein**, with the power to delegate any matter he may deem fit, in writing, to the officer in charge of the financial affairs and the honorary treasurer acts in an advisory capacity.

14. STANDARDS OF EXCELLENCE

The standards of excellence as prescribed in schedule D and the linear points table as determined in schedule C, may from time to time be amended by the council on scientific grounds. Changes to schedule D shall not be made for any other reasons, unless by a general meeting of the members of **SA Holstein** and then only on a two-thirds majority of members personally present and entitled to vote.

15. AFFILIATION

SA Holstein may affiliate or incorporate with any other association, society or organisation with aims similar to those of **SA Holstein** on condition that such a decision must be

approved by a two-thirds majority of members entitled to vote and personally present at any general meeting of **SA Holstein**.

16. CONSTITUTIONAL AMENDMENTS

- 16.1 Additions or amendments to any clauses of the constitution may only be made upon a two-thirds majority decision of members entitled to vote and personally present at a general meeting of **SA Holstein**. Such proposed changes to or additions to the clauses of the constitution, as well as the meeting where these will be decided upon, shall be given to the members in writing by paid registered mail at least twenty one days in advance.
- 16.2 Such approved additions or changes to the clauses of the constitution as provided for in sub-clause 16.1 above, shall within thirty days be presented to the Registrar of Livestock Improvement in the National Department of Agriculture and shall come into effect thirty days after due presentation thereof: Provided that if the said registrar is of the opinion that the approved changes or additions to the constitution is in contravention of any appropriate legislation, **SA Holstein** shall be notified thereof within thirty days upon which such changes and additions to the constitution shall be null and void.
- 16.3 Additions and changes to the bye-laws of the constitution may be made upon a unanimous decision by the full council: Provided that such additions or changes to the bye-laws of the constitution shall not be in contravention of the constitution of the registering authority or of any appropriate legislation.

17. DATA OWNERSHIP

SA Holstein retains the copyright on all information supplied by members and generated from the breed's pedigree performance database. Ownership of this information shall be vested in the Society and no data will be released without a council decision.

18. OFFICE OF SA Holstein

The office of **SA Holstein** shall be at a place from time to time determined by the council and shall be managed by the general manager.

19. SALE AND PURCHASING SERVICE

SA Holstein may render services to support any person with the purchasing or sale of Holsteins, by furnishing him with advice and information with regard to the selection and breeding of animals, or to act as his agent in any capacity whatsoever.

20. BARRING CLAUSE

No employee of **SA Holstein** shall, except in the performance of his duties as such, render any service or be connected or have an interest or share in a company or be in any way connected with a society business or institution rendering services similar to **SA Holstein** unless written permission of the council for such activities has been given.

21. POWERS AND DUTIES OF THE GENERAL MANAGER

- 21.1 The general manager shall, subject to the terms of the constitution of **SA Holstein**, have power to do all things deemed necessary or advisable in the interest of **SA Holstein** and for the advancement and attainment of the mission.
- 21.2 The general manager shall, if in accordance with appropriate labour legislation, discharge any member of staff from his or her position held in **SA Holstein**.

- 21.3 The general manager shall have the right to discuss any relevant matters at all meetings of **SA Holstein**, the council and Exco.
- 21.4 The duties of the general manager shall be as stated and stipulated within his job description, letter of appointment and as determined by the council from time to time.
- 21.5 The general manager shall furnish the council with a monthly report on the state and affairs of **SA Holstein**.
- 21.6 Policy shall be determined by council in association with the general manager.
- 21.7 The general manager shall at all times give effect to policy as laid down by the council from time to time.
- 21.8 The general manager shall negotiate all transactions and contracts on behalf of the council to the best advantage of **SA Holstein** but will not have the authority to bind **SA Holstein** without confirmation from the Council or Exco.
- 21.9 The general manager shall act as advisor and secretary to the council at all **SA Holstein** meetings.
- 21.10 The general manager shall have the power to call a special general meeting upon the resignation of the council.

22. JURISDICTION

In the case of any unresolved dispute resulting from the application of this constitution, the jurisdiction of a South African magisterial court shall be recognised as a competent authority and through their acceptance of membership of **SA Holstein**, all members accept the authority of this court.

23. REPEALMENT AND AUTHENTIC VERSION OF THE CONSTITUTION

- 23.1 This constitution repeals the previous constitution of **SA Holstein** in total and, subject to the provisions of clause 16, comes into operation immediately after acceptance thereof by the general meeting of **SA Holstein** considering and approving this constitution.
- 23.2 No decision taken by any meeting of **SA Holstein** in terms of the previous constitution is being influenced by the repealment of that constitution and all decisions taken remains valid and in effect.
- 23.3 Since this constitution was drafted in the Afrikaans language and accepted as such, the Afrikaans version will be considered as authentic.

BYE-LAWS

1. HERD BOOK

The recording and registration system of **SA Holstein** shall consist of a Stud Book Proper Herd Book, the Appendix section of the Herd Book and any other register which the council may decide upon in terms of the constitution of the registering authority. Each member having animals entered or registered in any of these registers or books shall, to the satisfaction of the general manager or his representative, keep a proper record of the animals in his herd and their breeding.

1.1 Appendix A

1.1.1 Holstein female animals belonging to a registering member and which, in the opinion of the technical adviser of **SA Holstein**, shows the phenotypical characteristics of a Holstein as set out in schedule D, may be registered in the herd book as Appendix A.

1.1.2 Female Holsteins belonging to a registering member may, by means of a birth notification, be registered in the herd book as Appendix A, on condition that the sire is a registered, and further that the particular animal be classified upon receipt of the registration certificate.

1.2 Appendix B

If sired by a Stud Book Proper Holstein bull and on condition that it belongs to a registering member, the female calf of a cow registered as Appendix A, may be registered as Appendix B: Provided that the provisions of bye-laws 8.1 to 8.8 shall mutatis mutandis be applicable to such a calf.

1.3 Appendix C

All Appendix C female animals belonging to registering members, shall be awarded Stud Book Proper status. The upgrading of the status of Appendix C animals shall be done in accordance with the procedures set out in the genetic capturing programme.

1.4 Stud Book Proper section

The following animals shall be eligible for registration in the Stud Book Proper section of the herd book:

1.4.1 Male and female calves of which the birth has been notified in accordance with bye-law 8 and which has been born from -

- (a) parents registered in the Stud Book Proper section of the herd book;
- (b) female animals registered as Appendix B and a Holstein bull in the Stud Book Proper section of the herd book; or
- (c) female animals registered as such and calving from imported semen accepted in terms of the **SA Holstein** regulations promulgated in terms of appropriate legislation.

1.4.2 Imported animals that qualify to be registered as a result of registration in any other herd book referred to in the definitions of the constitution: Provided that the application for registration is accompanied by -

- (a) a registration certificate or an export certificate issued by a stud book organisation (or an organisation recognised by **SA Holstein** and the registering authority) in the country of origin;
- (b) proof that the particular animal conforms with the performance and other requirements decided upon from time to time by the council; and
- (c) a report from the technical adviser of **SA Holstein** stating that the permanent identification marks are as shown on the registration or export certificate.

1.5 Polled animals

For the purpose of this bye-law, "Polled" shall mean naturally polled and unless clearly indicated otherwise an animal with scurs is excluded and not considered as polled. Scurs

includes the slightest indication or tangible evidence of scurs: Provided that in the case of all animals born naturally polled or with scurs, the animal shall receive the appropriate designating letter or letters mentioned in the bye-laws, i.e. P, PP, PH after its name in the herd book and on the registration certificate.

- 1.5.1 Naturally polled animals with no sign of scurs shall be awarded the letters PP upon registration, if -
 - (a) in the case of a female animal, her closest horned ancestor, or ancestor with scurs are removed at least four generations and proof is supplied that the particular female has never produced any horned progeny; or
 - (b) documentary proof can be given that such animal has never produced horned progeny and that at least five of its progeny is the result of matings with horned animals; or
 - (c) both parents are PP and neither has begotten progeny with horns or scurs.
- 1.5.2 Naturally polled animals with no signs of scurs that do not conform to the provisions of by-law 1.5.1 shall be awarded the letter P if both parents are naturally polled.
- 1.5.3 Animals with scurs shall be awarded the letters PH upon registration, if -
 - (a) the animals show signs of scurs, irrespective whether both animals are naturally polled; or
 - (b) the animal is naturally polled, but one of the parents has horns.
- 1.5.4 If an animal, of which one or both parents have been awarded the letters PP, P or PH, has been dehorned or debudded before classification, written notice must specify if the tissue that was removed was loose or fixed. All records of such animals shall be noted accordingly.
- 1.5.5 If progeny with horns or scurs is begotten from a mating of parents with the designating letters PP or P, **SA Holstein** shall be notified thereof and both parents shall be re-registered as PH.

2. PREFIX

- 2.1 Animals shall not be accepted for birth notification or registration unless the registering member has previously, through the Society, registered with the registering authority for his exclusive use a distinct prefix by which all animals bred and registered on his behalf shall be designated.
- 2.2 No prefix shall exceed eighteen characters and the name of a town, post office or city in the RSA or a member country shall not be accepted for registration as a prefix.
- 2.3 Application for registration of such prefix shall be made to the general manager and shall be accompanied by such registration fee as prescribed from time to time in the schedule of fees.
- 2.4 No cession of a prefix shall be allowed from one breeder to another, except under such conditions and to such persons as are provided for in the bye-laws 2.4.1 to 2.4.6 below:
 - 2.4.1 to a child or children of any member during his lifetime: Provided that in the event of transfer to more than one child, such children shall carry on business in partnership, company, close corporation or trust;
 - 2.4.2 in the case of a partnership being a member, to such partner or partners who wishes to continue membership;
 - 2.4.3 to the estate of a deceased member where such estate carries on the business of the

deceased;

- 2.4.4 to any heir entitled to the inheritance of the prefix in terms of the will of the deceased member;
 - 2.4.5 to the heirs of a deceased breeder, or so many of them as may be mutually agreed upon between the heirs, to carry on business as a partnership, company, close corporation or individual; or
 - 2.4.6 from one person to another.
- 2..5 A member shall only have one prefix except where he is the owner of more than one herd, in which case he may apply for another prefix. He shall be liable to pay membership fees to **SA Holstein** according to the number of prefixes registered in his name, and will be entitled to have as many votes at a general meeting as he has prefixes.

3. NAMES

- 3.1 No animal shall be considered for entry in the herd book for registration unless such animal has explicitly been named or otherwise characterised. The general manager shall have the right to refuse any application in respect of an animal which in his opinion is misleadingly named.
- 3.2 No name shall exceed twenty characters, including any abbreviations that must be added in terms of this constitution. The limit of twenty characters does not include the prefix.
- 3.3 The name of an animal, once registered, shall not thereafter be changed or amended, except when the name reflects an obvious error, in which event it shall be permissible to amend the name only to the extent of obviating the error.

4. ARTIFICIAL INSEMINATION

- 4.1 All animals which are the progeny of registered parents which are legally begotten through artificial insemination shall be eligible for registration provided that all applications for registration of AI begotten animals shall comply mutatis mutandis with the requirements of the constitution.
- 4.2 If different bulls were utilised for supplying the semen used for artificial inseminating of the same female animal less than twenty eight days apart, no progeny shall be considered for registration, irrespective of the stipulations of bye-law 4.1, unless paternity had been established by means of a scientifically acceptable method approved by council
- 4.3 **SA Holstein** reserves the right through its general manager to supervise the practice of artificial insemination by its members and to conduct investigations into their adherence to the rules and regulations pertaining to artificial insemination as far as registration of Holstein cattle is concerned.
- 4.4 In accordance with the provisions of appropriate legislation, **SA Holstein** reserves the right to refuse the registration of any progeny resulting from artificial insemination, if the donor animal was not previously presented to the council for approval.
- 4.5 Breeders residing in member countries who enjoy the privilege of registration of Holsteins, may apply for registration of artificially begotten progeny: Provided that the semen is obtained from a source approved by **SA Holstein** and on the further condition that the collection of the semen, the handling thereof, the insemination of animals and the record keeping are as approved from time to time by **SA Holstein**.

5. THE COLLECTION AND TRANSFER OF EMBRYOS

- 5.1 Holstein calves begotten as a result of embryo transfer shall be eligible for registration or recording only if -
- (a) the provisions of the constitution have mutatis mutandis been complied with.
 - (b) parentage has in each instance been verified by a scientifically acceptable method approved by the council; and
 - (c) the following documents have been submitted within 120 days after the transfer:
 - (i) the blood typing laboratory numbers of respectively the ovum and the semen donor; and
 - (ii) a certificate issued by a veterinarian, embryo transferor, or in the case of within herd embryo transfer, the owner or the person in his full time employment stating that all the provisions of appropriate legislation have been adhered to.
- 5.2 **SA Holstein** reserves the right to refuse to register the progeny begotten as a result of an embryo transfer if all the stipulations of the bye-laws have not been complied with.
- 5.3 In the case of an imported embryo, the registration of the calf is subject thereto that the following documentation to be submitted were endorsed by the recognised registering authority in the country of origin -
- (a) proof of the insemination and flushing of the embryo, as well as the appropriate dates;
 - (b) two generation pedigrees of both parents;
 - (c) blood typing certificate of both parents; and
 - (d) that both parents comply with the minimum breed and performance standards approved from time to time by the council.
- 5.4 In accordance with the provisions of appropriate legislation, **SA Holstein** reserves the right to refuse the registration of any progeny resulting from embryo transfer, if both the donor animals were not previously presented to the council for approval.
- 5.5 Breeders residing in member countries who enjoy the privilege of registration of Holsteins, may apply for registration of progeny begotten as a result of embryo transfer: Provided that the semen and the ovum are obtained from a source approved by **SA Holstein** and on the further condition that the collection of the embryo, the handling thereof, the transfer into the recipient animals and the record keeping are as approved from time to time by **SA Holstein**.
- 5.6 In the case of transfer of ownership of an embryo an ET certificate shall be presented to **SA Holstein** for transfer purposes.
- 5.7 After the name of every animal begotten through embryo transfer and being eligible for registration in terms of the Constitution, the letters ET shall be inscribed in the relevant books of **SA Holstein** and on its registration certificate and pedigree.

6. SERVICE CERTIFICATES

Whenever the birth of a calf is notified, of which only the dam is registered or eligible for registration in the name of the breeder, such notification shall be accompanied by a service certificate from the person who, at the time of service, was the registered owner of the sire. Such service certificate shall specify the date of service. The calf in question may, at the discretion of the council, be barred from any registration in the herd book.

7. GESTATION PERIOD

- 7.1 The normal gestation period recognised in respect of Holstein animals shall be two hundred

an eighty three days and the maximum period shall be three hundred days.

- 7.2 The minimum period between the dates of birth of two successive non ET calves out of one cow shall be two hundred and sixty days.
- 7.3 No gestation period or intercalving period outside the range referred to in bye-laws 7.1 and 7.2 above shall be recognised unless confirmed by a positive parentage control test by means of an acceptable scientific method approved from time to time by the council.

8. NOTIFICATION OF BIRTHS

- 8.1 The breeder of a calf shall notify the general manager of the birth of such calf irrespective whether such a calf be born dead or alive or whether such calf is to be destroyed or not. Such notification shall be made by means of a computerised method prescribed by **SA Holstein** or on the form prescribed in schedule B, of which one copy, duly completed in all respects and signed by the breeder or his duly authorised representative, shall be forwarded by him to reach the general manager not later than seven hundred days after the date of birth in the case of female animals and three hundred days in the case of male animals. Unless the member indicates to the contrary on the form, such notification in respect of a live calf shall be deemed to be an application for registration in the appropriate section of the herd book: Provided that if such notification is done by means of a computerised method, the administrative requirements contained in this bye-law 8 regarding the form prescribed in schedule B, shall not be applicable.
- 8.2 Every registering member shall keep a supply of birth notification forms, printed and numbered consecutively in duplicate and obtainable on request from the general manager at a charge to be determined from time to time in the schedule of fees.
- 8.3 Whenever any registering member notifies the birth of a calf, he shall complete in duplicate the form referred to in Bye law 8.2 and keep the duplicate of such form in such manner that the information appearing on such duplicate shall coincide in all respects with the information appearing on the copy despatched to the general manager. All such duplicates are to be retained intact by such member in the books in which they are bound and shall be held available for inspections and checking at all reasonable times
- 8.4 In the case of multiple births the breeder shall supply, not only the information normally requested on the birth notification form, but also the number and sex of the other calf or calves.
- 8.5 Whenever the general manager receives a due and valid notification of the birth of a live calf which it is not intended to destroy, he shall forthwith take the necessary steps to have the birth of the calf in question registered by the registering authority in the appropriate section of the herd book, and the registration certificate issued by the registering authority shall be sent to the applicant.
- 8.6 The council may instruct the general manager to submit to the registering authority an application for the cancellation of registration of any Holstein that:
- (a) has been registered by mistake;
 - (b) has been registered on the basis of false or fraudulent information supplied by the owner or his agent;
 - (c) has been registered after the owner has failed to comply with any relevant bye-laws;
 - (d) in the case of a male animal, was begotten by a heifer with no TPI, and where the maternal dam of the heifer does not qualify on her TPI.
- 8.7 When all the requirements have been complied with, there shall be issued to the owner of the animal in question, by the technical advisor a classification report, in the case of

females, which shall be appended by the owner to the registration certificate and thereafter form an integral part thereof, should the owner request classification of such animal.

- 8.8 The provisions of this bye-law 8 shall not apply to the application for registration of heifers or females that have not yet calved, submitted for registration in the Appendix section of the herd book. Such females shall be registered in accordance with the provisions of bye-laws 1.1 and 1.2 and the registration of the progeny of such females shall be subject to the provisions of this constitution.
- 8.9 All registrations in terms of bye-laws 8 and 1 is subject to the provisions of bye-law 5.
- 8.10 Birth notifications in respect of animals which have failed to comply with all the requirements for registration prescribed in this constitution and in these Bye-laws shall be endorsed "rejected" and returned to the owner.

9. REGISTRATION OF RED AND WHITE HOLSTEINS

- 9.1 All red and white Holstein animals eligible for registration in terms of the constitution shall receive, preceded by a hyphen, the letter "R" after their names in the herd book of **SA Holstein** and on their registration certificates and pedigrees.
- 9.2 All red, black and white Holstein animals eligible for registration in terms of the constitution, shall be registered in their appropriate sections of the herd book, and shall receive, preceded by a hyphen, the letter "R" after their names. Such animals retain the letter "R" even though the colour may change to black and white or red and white.
- 9.3 Red, black and white (tri-coloured) Holstein animals shall not be eligible for registration in the Appendix A section of the herd book unless proof of the parentage of such an animal can be furnished by the applicant who shall be a registering member of **SA Holstein** at the time of the application.

10. REGISTRATION OF ANIMALS FROM PARENTS WHICH DIE BEFORE NOTIFICATION OF BIRTH OF SUCH ANIMAL

Notwithstanding any of the provisions contained in this constitution, an animal whose birth has been registered and whose sire or dam dies before registration, shall be eligible for registration, provided that registration of such animal, shall be at the discretion of the council who shall be entitled to such information and proof as he may require and who may refuse registration altogether.

11. ELIGIBILITY FOR REGISTRATION AND CLASSIFICATION

- 11.1 Female animals are eligible for classification from after the first calving or immediately prior to calving, at the discretion of the technical adviser.
- 11.2 Bulls are eligible for inspection from the age of eleven months but if a bull is intended for progeny testing purposes, then the minimum age limit of eleven months shall be waived.
- 11.3 A bull is eligible for registration at birth provided he qualifies on his dam's TPI and BVI performance as determined by the council from time to time, or that of his grand dam in the case where his dam calved for the first time.
- 11.4 Classification of registered females is no prerequisite for granting such animal registration status.

12. OFFICIAL MILK RECORDING

SA Holstein shall be responsible for ensuring that official milk records of animals in the herd book be noted as such.

13. REGISTRATION CERTIFICATES

- 13.1 Registration certificates regarding Holsteins may be in the form prescribed by the council from time to time: Provided that the performance data obtained from the National Milk Performance Testing Scheme and other information may appear on the registration certificate.
- 13.2 Any amendment or addition to the information or particulars officially appearing on the registration certificate that have not been endorsed by the executive officer of the registering authority, or any unauthorised endorsement or note on such certificate, shall deem the certificate invalid.
- 13.3 In the case of a registration certificate which has been mislaid, mutilated, lost, or is in the possession of a person who wrongfully refuses to deliver it to the person who is rightfully entitled thereto, a duplicate registration certificate may be issued if the general manager is satisfied of the circumstances. A written application shall be made to **SA Holstein** by the owner of the animal concerned for the issue of a duplicate or the replacement of such a certificate. The application shall also be accompanied by a statement signed by the applicant setting out all the relevant circumstances together with such fees as may be determined by the council from time to time.
- 13.4 If a registered animal, or an animal eligible for registration dies, is being castrated or sterilised, or is being sold for slaughtering purposes, **SA Holstein** shall be notified of this within sixty days after such event and the registration certificate shall be returned to **SA Holstein** for cancellation with the dates of the relevant event duly noted on the certificate.

14. CERTIFICATE OF EXTENDED PEDIGREE

A member may apply to the general manager for a certificate of extended pedigree in respect of an animal which has been registered or in respect of which a registration certificate has been issued, and the general manager shall issue such certificate of extended pedigree which shall, however, not be regarded as a registration certificate. Every such application shall be accompanied by the required fee prescribed by the council from time to time as set out in the schedule of fees.

15. PARENTAGE CONTROL TESTING

Irrespective of other provisions contained in this constitution, the council reserves the right to request at any time it deems necessary a parentage control testing by means of a scientifically acceptable method approved by the council from time to time. The cost of such test shall be borne by the owner concerned according to fees determined by the council from time to time: Provided that a report shall be issued by an organisation recognised by the council from time to time.

16. TRANSFERS

- 16.1 Any registering member who transfers sole or part ownership of any animal registered in the **SA Holstein** herd book, shall within one month of the date of such transfer furnish the general manager with the official registration certificate of the animal concerned, the full name and address of the person or persons acquiring such ownership (hereinafter called the buyer), the date of transfer, the signature of the seller or his duly authorised agent.

- 16.2 If the animal of which ownership is to be transferred is in calf, the owner shall, together with the application for transfer, furnish the buyer with a duly completed service certificate or insemination certificate, depending on whether conception had been brought about by natural service, artificial insemination or embryo transfer. Such service certificate, insemination certificate or embryo transfer certificate shall specify the date of service, insemination or embryo transfer, or the period during which the female concerned ran with such bull and the full name and registration number of the female concerned and of the sire.
- 16.3 Notwithstanding the provisions of bye-law 16.1 above, the council shall have the discretion in circumstances which it regards as exceptional and deserving of condonation, to accept on application for transfer of ownership or partial ownership of such animal, if application reaches the general manager after the prescribed period of one month, and subject to payment of such fees by the buyer as the council may prescribe from time to time as in the schedule of fees.
- 16.4 Should a member of **SA Holstein** purchase a registered animal and not notify the general manager within thirty days of transaction date of his intention not to have the animal transferred to his name, transfer will take place automatically and the buyer is responsible for the costs thereof.

17. JOINT OWNERSHIP OF ANIMALS

- 17.1 When an animal is transferred to joint owners, the full names and address of each owner must be stated and the application for the official transfer must be accompanied by a written statement.
- 17.2 If females belonging to breeders (other than the joint owners) are served by natural service by the sire concerned, the service certificates required in terms of bye-law 6 must be signed by the joint owner on whose farm the sire is domiciled at date of service of such females. This is only applicable in the case of natural service.

18. CANCELLATION OF REGISTRATIONS ON PER CAPITA LISTS

Per capita lists shall be issued by the council and must be updated and forwarded to the general manager before or on a date decided by the council. The recipient of such a list shall be liable for levies as decided by the council, as per the schedule of fees. Should the recipient not return the said list on or before the date stipulated by Council, he will be liable to pay an amount calculated from the original per capita list.

19. RE-INSTATEMENT OF ANIMALS IN THE HERD BOOK

- 19.1 The cancelled records of an animal may be re-instated if such cancellation was done by -
- (a) **SA Holstein** as a result of a rejection for registration by a technical adviser during inspection, on condition that the animal was not sold in the meantime. Such animals may be approved for registration by the technical adviser upon a later re-inspection;
 - (b) by the owner as a cull, on condition that the animal is approved by the technical adviser upon re-inspection; or
 - (c) by the owner as a result of a mistake made by him, on condition that an acceptable statement is submitted.
- 19.2 The condition for the re-instatement of an animal is that it shall be done by the owner in whose possession the animal was at the time of cancellation.
- 19.3 The application for re-instatement shall be accompanied by the fee prescribed by the council from time to time in the schedule of fees.

20. DELEGATION OF POWERS

Notwithstanding anything to the contrary in the constitution, any member may under power of attorney duly executed and filed with the general manager, authorise another person on his behalf to sign any birth notification, application for registration, transfer, certificate of transfer, certificate of service, return or reports or any other document in connection with the administration of a registered Holstein herd and any such signature given by such authorised person shall be accepted by **SA Holstein** as being valid and binding as if it had been given by the member himself: Provided that nothing herein contained shall entitle such authorised person in any manner whatsoever to participate in the nomination of or voting for any member of the council or in any matter on which his principal has a vote at any meeting on his principal's behalf.

21. TECHNICAL ADVISERS: CLASSIFICATION, INSPECTION AND SELECTION

- 21.1 The council shall authorise the general manager to appoint full time and/or part time technical advisers to classify females and inspect males at the request of registering members, and select animals at the request of non-registering members.
- 21.2 Classification and classing will be done according to official documents in use, detailed in schedules C and F respectively.
- 21.3 The technical adviser shall select an eligible animal upon presentation of its registration certificate and shall satisfy himself that the colour markings, age, breeding particulars, and other appropriate information, are correct and correspond with the animal presented for.
- 21.4 The technical adviser is authorised in his discretion to withhold the inspection of an animal until the technical adviser's next visit.
- 21.5 Should an animal on classification or inspection be disqualifiable or rejectable on grounds other than congenital irreversible deformity, cancellation of registration shall be held in abeyance for a period not exceeding 18 months pending a reclassification or inspection during such period. Should the animal not be brought forward during such period for any reason or if brought forward be again disqualified or rejected, the registration thereof shall subject to bye-law 21.7 be cancelled.
- 21.6 Female animals in their first lactation, and females classified for the first time during the first lactation, shall not be classified higher than Very Good (89) for Udder Class or Final Class.
- 21.7 Any member who is dissatisfied with the technical adviser's decision may lodge an appeal with the general manager within three weeks, after having received the technical adviser's report. Such appeal must be accompanied by a deposit as determined from time to time by the council and published in the schedule of fees.
- 21.8 Notice of at least one week shall be given to members of the approximate date upon which a technical adviser is likely to visit any particular member: Provided that if a technical adviser is available for this purpose, a special visit may be organised upon payment of all costs involved with such a special visit at a rate determined by the council in the schedule of fees.
- 21.9 The technical adviser shall be available on his tours to give advice and class grade breeders' herds (non members) provided that:
- (a) there shall be no legal or other obligation on **SA Holstein** to such non member;
- and

- (b) all fees payable in respect of any services rendered by **SA Holstein** to non members shall be as determined by the council and prescribed in the schedule of fees and shall be payable in advance.

22. JUDGES, JUDGING AND RING STEWARDS

The rules pertaining to judges, judging and ring stewards are contained in schedule N.

23. CHAMPIONSHIP SHOWS

All the rules, regulations and standards applicable to championships are contained in schedule N1.

24. IMPORTATION STANDARDS

Importation standards pertaining to animals, semen and embryos are described in schedule Z1 and shall be in accordance with appropriate legislation.

25. NON-MEMBERS

Such privileges of membership as determined by the council from time to time may be rendered to non-members: Provided that no legal or other obligation rests upon **SA Holstein** regarding such non-members and on the further condition that all the services so rendered to non-members shall be in accordance to the fees determined from time to time by the council.

21/09/2010 = Insertion of new Clause 17 re-number current Clause 17 to 22 accordingly.