

CONSTITUTION

.....**[Name of Club and its acronym in brackets]**

This Constitution, as duly amended from time to time in accordance with the terms thereof, is the only valid Constitution of *[insert name of new Club and end clause]* 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 amendment thereof from time to time is evidenced by the appending thereto the signatures of the Chairman and Secretary of *[insert name of Club]*, for the time being, at a properly constituted Annual General Meeting or duly convened Special General Meeting where such amendment was approved in accordance with the terms hereof.

1. NAME

- 1.1. The name of the Club shall be *[insert name of Club]*, hereinafter 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 *[state name of Provincial Council]* of KUSA and shall observe the Constitution, Rules and Regulations of 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 *[here define geographical area]* and the Club’s shows 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 By-laws 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 By-laws 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. "Act" means the Animal Improvement Act, 62 of 1998, as amended from time to time, inclusive of the Regulations issued in terms thereof.
- 4.2.2. "[*in the case of a Specialist Club, state breed*]" means a male or female of the [*state breed*] breed which, like any other canine breed, is classified as an animal under the Act. [*This clause will only be used in the case of a Specialist Club and then it needs to be slotted in alphabetically in the Definitions. In the case of a Specialist Club representing more than one variety of a Breed, adapt the clause.*]
- 4.2.3. "Breed Assessment" means any activity, however described, in which a dog is physically examined in order to assess its conformity to the Breed Standard for the [*state breed*] breed and to determine the dog's quality of character, or temperament. "Breed Survey" has a corresponding meaning. [*This clause will only be used in the case of a Specialist Club that does Breed Assessments or Breed Surveys.*]
- 4.2.4. "Breed Council / Liaison Council" means the [*state name of Breed or Liaison Council*] in its role and status as a breed or liaison council created in terms of Articles 20.3 and 20.4 of the KUSA Constitution. [*This clause will only be used in the case of a Specialist Clubs affiliated to Breed or Liaison Councils.*]
- 4.2.5. "Breed Standard" means the breed standard adopted by KUSA for the [*state breed*] breed which, for the avoidance of doubt, shall be the official standard of [*state the origin of the standard and the issuing authority, e.g. the Fédération Cynologique Internationale (FCI) or The Kennel Club. This clause used only for a Specialist Club.*]
- 4.2.6. "By-laws" mean the standing rules and regulations made by the [*acronym of Club*] or any sub-committees appointed by the [*acronym of Club*], which have been formally adopted by the [*acronym of Club*] and approved by the Executive Committee of KUSA and duly appended to this Constitution from time to time.
- 4.2.7. "Club" means the [*name of Club and its acronym in brackets*].
- 4.2.8. "Constitution" means this constitution of the [*acronym of Club*], inclusive of its By-laws, as amended from time to time.
- 4.2.9. "Dog" means a purebred [*name of breed*].
- 4.2.10. "Dog Show" means any exhibition or show for dogs defined in, and recognised under, the Constitution of KUSA which, for the purposes hereof, includes:

- 4.2.10.1. "Championship Show", being a dog show at which KUSA permits its certificates to be awarded.
- 4.2.10.2. "Non-Championship Show", being an open show, and
- 4.2.10.3. "Specialist Show", being a dog show at which KUSA permits certificates to be awarded which may apply to [*state breed*] only. [*This clause is only applicable to Specialist Clubs.*]
- 4.2.11. "Executive Committee" means the Executive Committee of KUSA.
- 4.2.12. "Federal Council" means the Federal Council of KUSA.
- 4.2.13. "General Meetings" mean Annual General Meetings and Special General Meetings.
- 4.2.14. "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.
- 4.2.15. "KUSA" means the Kennel Union of Southern Africa.
- 4.2.16. "Member" means a person who holds one of the categories of membership of the [*acronym of Club*].
- 4.2.17. "Member in Good Standing" means a fully paid-up Member of the Club 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.
- 4.2.18. "Working Disciplines" mean activities and dogsport other than conformation shows conceived for the development of the working abilities of [*name of breed*] and the training associated therewith. [*This clause only to be used for Specialist Clubs for a breed which is likely to participate in Working Disciplines recognised by KUSA.*]
- 4.2.19. "Working Trials" mean all the tests, dogsport and the performance regulations and standards associated therewith, which are consistent with the internationally (country of origin) recognised ordinance and/or as recognised by KUSA and are defined in the KUSA Constitution. [*This clause only to be used for Specialist Clubs for a breed which is likely to participate in Working Disciplines recognised by KUSA.*]

5. OBJECTIVES OF THE CLUB

- 5.1. The objectives of the Club shall be:

[Clubs may wish to formulate their own general or breed(s)-specific Objectives in this Constitution, or adapt some of the Objectives below for their own purposes.]

- 5.1.1. To promote, encourage, foster and advance the breeding and care of [*here state the breed, if a Specialist Club, of the group of dogs, if a Group Club or generalise text for an All-Breeds Club*] and to advise on the wellbeing and interests of [*depending on the kind of Club, either mention the breed or "breeds in the Group or generalise text in the case of all breeds*].
- 5.1.2. To encourage the importation of [*follow directive in 5.1.1*] which are able to improve the quality of the [*follow directive in 5.1.1*] in Southern Africa.
- 5.1.3. To observe and adhere to the Breed Standard[s] for the [*breed(s), or follow the directive in 5.1.1*] as defined herein.
- 5.1.4. To organise and hold dog shows in Breed and breed clinics [*end clause here for Group and All Breeds Clubs*] and to encourage participation in any other Working Disciplines recognised by KUSA [*end clause here for Specialist Clubs*].
- 5.1.5. To encourage the Club's Members to attend breed seminars and to foster a spirit of camaraderie among Members.
- 5.1.6. To promote, stabilise and intensify the best qualities and characteristics of the [*follow directive in 5.1.1*] in order to create an appropriate public image for the [*follow directive in 5.1.1*] with a younger generation of [*follow directive in 5.1.1*] breeders, trainers and exhibitors, thereby to secure the future of the [*follow directive in 5.1.1*].
- 5.1.7. To assist and advise the Club's Members on all matters pertaining to the [*acronym of 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 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 to mortgage the immovable property of the Club to secure such debentures;
- 6.1.4. to offer prizes and trophies 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 heraldic arms, badges 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 advancement of the interests of the Club's 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 register as a Public Benefit Organisation under The South African Tax Act of 1962 in order to qualify for full or partial tax exemption and submit to the South African Revenue Services annually its Tax Return (IT12EI) and Financial Statements. [*Should a club not be willing to commit to this, the following wording might be considered:*] The Club shall carry on its activities in a not-for-profit manner and shall acquaint itself with national legislation applicable to Public Benefit Organisations. [*It is mandatory for the Constitution to contain a tax compliance clause*].

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 of the Club at a General Meeting of the Club.

9. INDEMNITY

- 9.1. All office bearers and Members of the Club 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 the Club's 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 [*state number and give the numeral in brackets and then select from the categories below*] categories of membership of the Club:

10.2.1. 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.

10.2.2. Honorary Term Members

shall be persons nominated by the unanimous vote of the Committee to be Honorary Members for two (2) years 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 Term 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 Term Member shall enjoy the full privileges of membership of the Club, free of entrance/joining fee and subscription and shall be entitled to vote as an Ordinary Member during the two-year period.

10.2.3. Life Members

shall be persons or Members who have paid the relevant joining fee and subscription fee, provided that, if any Ordinary or Family Member decides to become a Life Member, he shall not be required to pay a joining fee. Life Members shall be entitled to vote as Ordinary Members.

10.2.4. Term Members

shall be persons or Members who have pre-paid the relevant joining fee and subscription fees for five (5) years. Term Members in Good Standing shall be entitled to vote as Ordinary Members. [*If voting will only be permitted after a full year's membership, the following wording may be considered:*]

shall be persons or Members who have pre-paid the relevant joining fee and subscription fees for five (5) years. Term Members in Good Standing shall be entitled to vote as Ordinary Members but, if applying for Term Membership from the outset instead of converting thereto, only after expiration of a period of one (1) full year after the approval of Term Membership has been notified to the applicant in terms of Clause 11.1.

10.2.5. 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. *[If voting will only be permitted after a full year's membership, the following wording may be considered:]* 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, but only after expiration of a period of one (1) full year after the approval of Ordinary Membership has been notified to the applicant in terms of Clause 11.1.

10.2.6. Junior Members

shall be persons under eighteen (18) years of age who are not included in a Family Membership and who have paid the relevant fees applicable to Junior Membership. Junior Members may participate in the discussion on any matter before the Club, but shall not be entitled to a vote. Upon reaching the age of eighteen (18) years, and provided their membership has been uninterrupted, Junior Members shall automatically convert to Ordinary Members and be entitled to vote, provided they are Members in Good Standing.

10.2.7. Family Members

shall be legally married couples or common law partners with all the children under eighteen (18) for whom either one, or both, of the partners have legal guardianship. Provided they are Members in Good Standing, the adult partners shall each be entitled to vote as an Ordinary Member, but the children shall have no vote. *[If voting will only be permitted after a full year's membership, the following wording may be considered:]* shall be legally married couples or common law partners with all the children under eighteen (18) for whom either one, or both, of the partners have legal guardianship. Provided they are Members in Good Standing, the adult partners shall each be entitled to vote as an Ordinary Member, but only after expiration of a period of one (1) full year after the approval of Family Membership has been notified to the applicants in terms of Clause 11.1, but the children shall have no vote.

(NOTE: Other adults living under the same roof, e.g. grandparents, aunts, uncles, nieces, nephews, are not eligible to be part of a Family Membership and must join as Ordinary Members.)

10.2.8. Litter Members

shall be persons who, upon purchasing a puppy from a Member in Good Standing, are introduced to membership by the breeder by his/her paying the prescribed joining fees and initial subscription fees for this category of membership in respect of selected puppy buyers. Provided they are Members in Good Standing, Litter Members shall be entitled to vote as Ordinary Members, but only after expiration of a period of one (1) full year after the approval of Litter Membership has been notified to the applicants in terms of clause 11.1.

On the 1st day of the anniversary month in which the Litter Members were notified of their approval of their membership, they shall be converted to another appropriate category of membership for purposes of renewal or, in the case of their memberships expiring on 31 December, on 1 January following Litter Members' joining year, they shall be converted to another appropriate category of membership for purposes of renewal, paying such proportional fee for the ensuing calendar year as the Committee may decide.

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

10.4. No Member of the Club may sell their membership rights or any entitlement in terms thereof.

11. APPLICATION FOR MEMBERSHIP

11.1. Application for any category of 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 after 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(s) in writing. *[If it is the intention to only permit voting after a full year's membership, the following wording might be considered:]* The date of the written communication conveying to the applicant(s) the Committee's approval of the application for membership shall serve as a Member's official joining date for purposes of calculating the one (1) full year holding period before voting eligibility.

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(s) if such an 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 or Honorary Term Member [*choice in clause 10.2 will determine*], 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 Club membership.

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 disqualified, suspended or expelled shall have the right to appeal against his disqualification, suspension or expulsion to the Members of the Club in a Special General Meeting. Such appeal must be lodged within thirty (30) days of the receipt of notification of such disqualification, suspension or expulsion with the Chairman or Secretary who shall take immediate steps to

convene the 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 equal opportunity to defend himself and shall not have the right to be defended by any form of legal representation, save to compile and present 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 Special General Meeting.

- 13.4. Whenever appropriate, the [*acronym of 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 by the various categories of membership shall be as determined from time to time by the Committee and special subscription fees may be set for Members participating in training, if such activity is offered by the Club.
- 14.2. At the discretion of the Committee, subscriptions shall either be paid for one (1) year from the date of notification of approval of the application by the Committee or, alternatively, subscriptions shall be paid for one (1) year from 1 January and the subscription fees shall be halved for Ordinary Members, Junior Members and Family Members whose membership only becomes effective after 1 July.
- 14.3. Renewal subscriptions shall be due and payable on the 1st day of each anniversary of the month in which the applicant was notified of his approval of membership, or on 1 January each year, depending on the subscription period.

15. 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. Patron;

- 15.1.2. President;

- 15.1.3. Vice-Presidents;

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

- 15.2. The President and Vice-Presidents may take part in any General Meeting of the Club and the President may also attend any meeting of the Committee and participate in the discussions thereat and, provided they are Members in Good Standing of the Club, shall be entitled to vote at any such Committee meeting or

General Meeting of the Club.

16. MANAGEMENT COMMITTEE

- 16.1. The management and control of the Club shall be vested in a Committee consisting of no fewer than five (5) and no more than ten (10) members. All Committee members must be Members of the Club 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 all be Members in Good Standing of KUSA and remain so for their full term of office. Should their KUSA membership lapse during their terms of office, they shall forfeit the position of Chairman or Vice-Chairman, as the case may be, but shall be entitled to remain on the Committee as an ordinary member;
 - 16.2.2. from among its number, appoint a Secretary and a Treasurer who must all be Members in Good Standing of KUSA and remain so for their full term 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 as an ordinary member; and
 - 16.2.3. from among its number, appoint a Show Manager who must be a Member in Good Standing of KUSA and remain so for his full term of office. Should his KUSA membership lapse during his term of office, he shall forfeit the position of Show Manager, but shall be entitled to remain on the Committee as an ordinary member; and
 - 16.2.4. appoint all other Committee members to portfolios as may be determined by the Committee.
- 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, Treasurer and Show Manager 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 of the Club - 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 of the Club to fill any vacancy arising in terms of clause 16.4.1 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 By-laws for the better conduct of the Club;

17.2.2. to appoint such committees and sub-committees as may be deemed necessary for the efficient administration of the Club for any special purpose and to delegate thereunto such of its powers as may seem desirable. Sub-committees shall report back 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 a bank or approved financial institution selected by it;

- 17.2.5. to ensure that all cheques and other negotiable instruments are signed by at least two (2) persons, one of whom shall be the Treasurer and the others appointed 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 ensure that all electronic funds transfers are authorised by at least two person(s), one of whom shall be the Treasurer and the other an appointed member of the Committee who may not be the spouse, partner, close relative, or member of the household of the Treasurer;
- 17.2.7. to control the sale and issue of the Club's arms, badges and 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 the Club's 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. Any remuneration paid to any other person rendering a service to the Club shall not be determined as a percentage of any amounts received by or accrued to the Club and shall not be excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered.

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 Club 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. subject to the control of the Committee, to receive and conduct the correspondence of the Club;

18.1.2.1.3. to ensure that all notices required by this Constitution are properly given;

18.1.2.1.4. to maintain an up-to-date register of Club Members and their contact details; and

18.1.2.1.5. upon relinquishment 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 relinquishment 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 of the Club, 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.

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 to perform the audit.

18.1.5. Other Officers

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

19. FINANCE AND ACCOUNTS

- 19.1. The financial year of the Club shall be the twelve (12) calendar months, ending on *[state date and month]* each year. *[Alternatively]* The financial year of the Club shall be the twelve (12) month period approved by the Members at the General Meeting of the Club where this Constitution was adopted, as amended from time to time by the Members at a General Meeting of the Club.
- 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 18.1.3.1.2 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 of the Club not less than thirty (30) days before the date of such meeting.
- 20.1.4. Annual General Meetings shall either be face-to-face, or by teleconference, or by videoconference (including Skype), or be face-to-face combined with either of the two forms 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 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 (or any other officers);
 - 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:
- 20.1.7. Notice Convening the Meeting;
 - 20.1.8. Chairman's Report;
 - 20.1.9. Treasurer's Report and Audited Statement of Financial Position (Balance Sheet) and Statement of Income and Expenditure for the year.
 - 20.1.10. Election of Patron, President and Vice-Presidents (or any other officers);
 - 20.1.11. Election of Committee members;
 - 20.1.12. 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 only be conducted by means of a face-to-face meeting of Members in Good Standing.

20.2.4. A Special General Meeting required or requisitioned in terms of clause 20.2.1.3 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 either be conducted face-to-face, or by teleconference, or by videoconference (including Skype), or be conducted face-to-face combined with either of the two forms 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 five (5) 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 20.1.6;

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 23.2 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 of the Club 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 a recreational body with similar interests or objectives 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 approved in terms of section 30 of the South African Income Tax Act; an institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity; or any department of state or administration in the national or provincial sphere of Government of the Republic contemplated in section 10(1)(a) and (b) of the said Act; and provided further that [*The following diluted wording will also be acceptable.*] 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 levies have not been paid;

25.1.3. the date they became due, the Club's 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 of the Club and cause such things to be done as are necessary to remedy the breaches of the KUSA Constitution and, if possible, resuscitate the Club so that it is again in good standing. Should the person(s) so appointed fail to resuscitate the Club, he shall be empowered, on behalf of KUSA and the Club's Members (if any), to expedite 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 indemnified by KUSA against any liability arising from his actions, as long as he 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 shall apply *mutatis mutandis*.

For and on behalf of [NAME OF CLUB]

.....
CHAIRMAN

.....
DATE

.....
SECRETARY

.....
DATE

For and on behalf of the KENNEL UNION OF SOUTHERN AFRICA

.....
PRESIDENT

.....
DATE

.....
SECRETARY

.....
DATE

This Constitution was adopted by the [*acronym of Club*] at a Special General Meeting convened for the purpose on and thereafter approved by Executive Committee of KUSA. Subsequent amendments shall only be proposed and accepted at duly convened and constituted General Meetings and the dates each iteration shall be recorded below and confirmed by the appendment of the signatures of the two parties in substantially the same form as above.