



Kennel Union of Southern Africa

## **BY-LAWS OF THE KENNEL UNION OF SOUTHERN AFRICA**

AS ESTABLISHED UNDER ARTICLE 6.1 OF ITS CONSTITUTION:

### **1. NATIONAL SUB-COMMITTEES**

- A) A standardised “format” for National Sub-Committees has been established. This format, on establishment of the relative sub-committee may be adjusted to meet any circumstances relative to that sub-committee by the Fedco.
- B) (1) The following Committees are formed in accordance with A above – each Sub-Committee is governed by its own law; any variation must be approved by the Fedco.
- (2) List of National Sub-Committees (which may be amended from time to time by the Fedco):
- a) National \_\_\_\_\_ Sub-Committee (NAGSC)
  - b) National Obedience Sub-Committee (NOBSC)
  - c) National Working Trials Sub-Committee (NWTrSC)
  - d) National IGP Sub-Committee (NIGPSC)
  - e) National Dog Jumping Sub-Committee (NJUSC)
  - f) National Carting Sub-Committee (NCaSC)
  - g) National Flyball Sub-Committee (NFSC)
  - h) National Aptitude Sub-Committee (NAPSC)

The Convener of each National Sub-Committee shall sign the relative original By-Law document, together with the Chairman of Fedco as an indication that all parties are in agreement therewith and will abide by its conditions.

### **BYLAWS FOR THE NATIONAL \_\_\_\_\_ SUB-COMMITTEE OF THE FEDERAL COUNCIL OF THE KENNEL UNION OF SOUTHERN AFRICA**

#### **1. NAME**

The name of the Body shall be the “National \_\_\_\_\_ Sub-Committee of the Federal Council of the Kennel Union of Southern Africa”, hereinafter referred to as the “N\_C”.

#### **2. AREA OF OPERATION AND JURISDICTION**

The N\_C established in terms of Article 6 of the Kennel Union of Southern Africa Constitution shall operate nationally concerning matters related to the activity of \_\_\_\_\_ under the Constitution of the Kennel Union of Southern Africa, including all its Appendices.

#### **3. INTERPRETATION OF TERMS**

Throughout these Bylaws and any regulations or bylaws framed thereunder, unless inconsistent with the context thereof and unless specific to the Constitution of the Kennel Union of Southern Africa, the Interpretation of Terms shall be those defined and listed in Article 2 of the Constitution of the Kennel Union of Southern Africa, together with those defined as follows:

- 3.1. “National \_\_\_\_\_ Sub-Committee” means a National Sub-Committee upon which the Federal Council has conferred powers for the representation of \_\_\_\_\_ matters and specifically the co-ordination of regulations governing \_\_\_\_\_ in South Africa.
- 3.2. “Provincial \_\_\_\_\_ Sub-Committee” means a Provincial Sub-Committee upon which the Provincial Council has conferred powers for \_\_\_\_\_ matters in the Province.
- 3.3. “N\_C” means the National \_\_\_\_\_ Sub-Committee of the Federal Council.

- 3.4. "Convener" means the Convener of the said N\_C who shall be qualified at the highest level in this Discipline.
- 3.5. "Secretary" means the Secretary of the N\_C, unless otherwise stated.
- 3.6. "Representative" means a nominee elected by the National \_\_\_\_\_ Sub-Committee of his Provincial Council in terms of Article 6 of this Constitution to represent the Provincial Council on the N\_C.
- 3.7. "Federal Council" means the Federal Council of the Kennel Union of Southern Africa.

Words importing the singular shall include the plural, words importing the masculine shall include the feminine gender and neuter, and vice versa, unless such interpretation is inconsistent with the context hereof..

#### **4. OBJECTS**

The Objects of the N\_C shall be:

- 4.1. to provide a single body representative of all Provincial \_\_\_\_\_ Sub-Committees.
- 4.2. to provide the means of closer co-operation and liaison between Provincial \_\_\_\_\_ Sub-Committees with particular reference to the activities promoted by such Sub-Committees and proposed amendments to the relevant Schedule(s) governing the activities of \_\_\_\_\_.
- 4.3. to consider any proposed alterations and amendments to the said Schedule(s) governing the activities of \_\_\_\_\_.
- 4.4. to provide a channel of communication between Provincial \_\_\_\_\_ Sub-Committees and the Convener representing the N\_C.
- 4.5. to assist and represent the Federal Council in its dealings and communications with members of Provincial \_\_\_\_\_ Sub-Committees and to perform such other functions as may be delegated to it from time to time by the Federal Council.
- 4.6. to consider and promote amendments relating to the Schedule(s) and appendices that govern the running and management of \_\_\_\_\_, such amendments to be passed by a two-thirds majority vote of the N\_C.
- 4.7. to present to the Federal Council for approval any proposed amendments relating to the Schedule(s) and appendices governing the running and management of \_\_\_\_\_.
- 4.8. to observe, promote, support and uphold, in all its activities, the principles of the Kennel Union and, in particular, to encourage responsible ownership of dogs, to promote improvement, training and general wellbeing of dogs and to encourage the observance of the Code of Ethics for KUSA members, Schedule 9
- 4.9. to provide a channel of communication to the Federal Council.

#### **5. POWERS**

- 5.1. To deal with those matters affecting the administration of \_\_\_\_\_ affairs nationally which. In the view of the Federal Council, might be more efficiently dealt with by the N\_C.
- 5.2. To do all such things as are incidental or conducive to the attainment of the N\_C's objects.

#### **6. COMPOSITION**

- 6.1. The N\_C shall be composed of a representative from a minimum of three Provincial Councils as laid down in Article 14.3., who shall all serve for a period of four (4) years, the initial period to commence on 1 January 2014.
- 6.2. Representatives shall be elected by the members of the respective Provincial \_\_\_\_\_ Sub-Committees and they shall remain members of their Provincial Council \_\_\_\_\_ Sub-Committees for their entire term of service on the N\_C. If during the period of four years the person so elected resigns from the N\_C or is otherwise unable to continue with his duties on the N\_C, the Provincial Sub-Committee concerned shall be entitled to elect a replacement for the remaining term of office of the original Representative.
- 6.3. Whenever a new Representative is elected by his Provincial \_\_\_\_\_ Sub-Committee, his membership to the N\_C shall commence from the date of election and no other formality shall be required to retain membership, taking into account the provisions in 6.4 and 6.7. The Representative shall, on election to the N\_C, declare his "domicilium citandi et executandi" for the purpose of receiving

notices/documents. The Representative shall be solely responsible for advising any changes to his domicile (see Notices).

6.4. No elected Representative may represent more than one (1) Provincial Council on the N\_C.

6.5. Representatives must be eighteen (18) years or older at the time of election to the N\_C.

6.6. At the beginning of each period as defined in 6.1., all representatives shall present their credentials and satisfy the meeting of their appointment thereto. Every representative shall notify the N\_C Secretary of an address to which all notices intended for the Provincial \_\_\_\_\_ Sub-Committee represented by him shall be sent and inform the N\_C timeously of address changes;

6.7. Representatives shall remain members of their Provincial \_\_\_\_\_ Sub-Committees for their entire term of office on the N\_C and should they resign from their Provincial Council Sub-Committees, or their membership of their Provincial Council Sub-Committee be revoked or suspended, their representation on the N\_C will automatically cease.

6.8. Representatives shall be members in good standing of the Kennel Union of Southern Africa and should preferably be senior Judges licensed by the Kennel Union.

## **7. LIABILITY**

7.1. The N\_C is not formed for the purpose of carrying on any business or enterprise that has as its object the acquisition of individual gain by its members and/or the Provincial Sub-Committees they represent.

## **8. ADMINISTRATIVE EXPENSES**

The N\_C shall be funded by the Kennel Union on such terms and conditions as may be decided by the Federal Council.

8.1. Claim reimbursement from the Kennel Union for necessary travelling and out of pocket expenses incurred by its members in the attendance of N\_C meetings and upon N\_C business.

## **9. MANAGEMENT**

9.1. All the business and affairs of the N\_C shall be managed and controlled by the Representatives elected in terms of Clause 6, who shall have full power and authority to carry out all or any of the objects and to exercise all or any of the powers set forth in these Articles.

9.2. The N\_C shall hold a meeting (in terms of 10.1) between the first day of January and the last day of June each year to be designated the Annual General Meeting at which the Convener shall report on the activities of the N\_C since the last Annual General Meeting.

9.3. Nominations for the position of Convener, together with signed acceptances of nomination, shall be in the hands of the N\_C Secretary not less than thirty (30) days before the date of the Annual General Meeting held at the beginning of the four-year period (refer 6.2 above). Nominees shall be elected and accredited members of their Provincial \_\_\_\_\_ Sub-Committees as well as members in good standing of the Kennel Union of Southern Africa.

9.4. At such meeting, where applicable and necessary, the members shall elect, by simple majority, from amongst themselves a Convener who shall hold office for a period of four (4) years, during which time the Convener shall maintain unbroken membership of the Provincial \_\_\_\_\_ Sub-Committee they represent.

9.5. Following his election, the Convener shall continue to represent his Provincial \_\_\_\_\_ Sub-Committee on the N\_C.

9.6. Unless he resigns, or his membership of the Provincial Sub-Committee is revoked or suspended during his four-year term, the Convener will retire at the close of the fourth meeting following his election, unless re-elected for a further term. If not re-elected as Convener, he will continue to represent his Provincial \_\_\_\_\_ Sub-Committee on the N\_C for as long as he remains eligible to do so.

9.6. The N\_C shall appoint a suitable person to be Secretary of the N\_C who need not be an official member or a Representative, but shall be a member of the Kennel Union in good standing. The Secretary shall hold appointment for such period of time as the N\_C may decide.

9.7. In addition to, but without derogating from its general authority, the N\_C may perform all acts and deeds and do all things which are consistent with these Articles.

## **10. MEETINGS**

10.1. The business and all meetings of the N\_C shall be carried out through the medium of e-mail or teleconferences and only under very special circumstances (with KUSA's approval) may a face-to-face meeting be convened.

10.2. The N\_C shall hold at least one meeting per annum and this may be the Annual General Meeting. The N\_C may meet as often as its members deem necessary or convenient.

10.3. Minutes of every N\_C meeting shall be recorded by the Secretary or, in his absence, by a member of the N\_C delegated to act as Secretary for that meeting.

10.4. The Secretary shall convene a Special Meeting of the N\_C upon receiving a written request on behalf of not fewer than two (2) members of the N\_C specifying, in general terms, the business to be brought before such meeting. A Special Meeting convened in terms of this provision shall take place within thirty (30) days of receipt of the request therefor. In the case of a Special or Emergency meeting, where necessary, telephonic conference will suffice, provided it is properly minuted. The Agenda for such Special Meeting shall be limited to the terms of business specified in the request and all discussion at such meeting shall be confined to such business.

10.5. The Convener shall act as Chairman at all meetings of the N\_C. Should the Convener not be able to be present, the members so present shall appoint from amongst their number a member to preside over such meeting and the person so appointed shall exercise the powers and functions which could have been exercised by the Convener had he been present.

## **11. AGENDA AND MINUTES**

The Secretary shall, at his discretion, send written notice by pre-paid post or by electronic mail, to each member's address notified in terms of Clause 6.6 hereof, giving all members not less than thirty (30) days' notice of every meeting, specifying the date, time and venue thereof. Every such notice shall include a copy of the Agenda. The unconfirmed minutes of all meetings shall be sent out by the Secretary for confirmation by all Representatives not less than thirty (30) days after the date of the meeting. All Representatives shall confirm and adopt or correct said minutes within fourteen (14) days of receipt.

## **12. NOTICES**

Any notice required or permitted to be given shall be valid and effective only if given in writing (e-mail included).

Any notice given which:

12.1. is delivered by hand during normal business hours at the Representative's domicile shall be presumed, until the contrary is proved, to have been received at the time of delivery.

12.2. is posted by pre-paid post from an address within the Republic of South Africa to the Representative, shall be presumed, until the contrary is proved, to have been received by the seventh (7) day after date of posting.

12.3. is given by e-mail shall be deemed, in the absence of proof to the contrary, to have been received within twenty-four (24) hours of the commencement of the following business day (i.e. any time of the week, excluding Saturdays, Sundays and Public Holidays.)

## **13. VOTING**

13.1. The Representative of each Provincial \_\_\_\_\_ Sub-Committee represented on the N\_C shall be required to exercise a deliberative vote. The Convener is entitled to a deliberative vote only and not a casting vote.

13.2. Voting shall be exercised openly and shall be recorded by the Secretary. The number of votes cast for and against a motion shall be recorded and the Secretary shall record the name of each Representative.

13.3. Voting upon all motions shall require a proposer and a seconder, in the absence of which the motion shall fail. A simple majority of votes of the total number of Representatives shall decide any question put to the vote at any meeting of the N\_C.

13.4. In the case of the recorded votes being divided equally for and against a motion, further deliberations shall be held in order to reach a compromise. If no compromise can be reached, the motion shall be referred to the next meeting of the N\_C. In the interim, Representatives shall refer the said motion to their Provincial Sub-Committee for further discussion at Provincial level.

13.5. The N\_C may, at any time, raise any relevant issue or submit an advisory recommendation which shall, if adopted, be tabled by the Convener of the N\_C at the next meeting of the Federal Council.

**14. SPECIAL OBLIGATIONS**

The N\_C shall send copies of its Confirmed Minutes of all meetings, including Special Meetings held pursuant to the provisions of Article 10 hereof, to the Kennel Union. Any resolutions reached pertaining to proposed amendments or alterations to the relative Schedule of the Constitution of the Kennel Union of Southern Africa or any of its Appendices shall be included as an attachment to such Minutes.

Signed at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_

**Convener of N\_C:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Chairman of Fedco:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_