

Issued 25.05.2020

KENNEL UNION OF SOUTHERN AFRICA
AGENDA FOR A VIRTUAL MEETING OF THE FEDERAL COUNCIL TO BE HELD ON
SATURDAY, 27 & SUNDAY, 28 JUNE 2020
VIA SKYPE

ITEM	Sub Item	Sub Item	AGENDA
1			ATTENDANCE, APOLOGIES & ANNOUNCEMENTS
2			MINUTES The Minutes of the meeting held on 30 November & 01 December 2019 to be formally adopted.
3			ADMINISTRATIVE MATTERS
	3.1		Declaration of Interests – Fedco Members Article 12.5 The Article reads: “Any member nominated to sit on the Federal Council, Executive Committee of the Kennel Union as well as the Executive Members (Chairman, Vice-Chairman, Secretary, Treasurer) of any Provincial Council of the Kennel Union, shall declare within one (1) month of appointment to the Secretary in writing all their interests, of whatsoever nature, in dog related activities. Where the governing body of the Kennel Union, or such person or persons to whom the authority is delegated, determine that any interests are in conflict with those of the Kennel Union, such nominated members’ appointment shall ipso facto be terminated.” Declarations of Fedco Members to be considered by Fedco.
	3.2		Declaration of Interests – Exco Members Article 12.5 The declarations of interests submitted by Exco Members to be considered by the Federal Council.
	3.3		KUSA Budget 2020/2021
	3.4		K9 Administration Upgrade Project
	3.5		Loss of Affiliation – Article 9 <i>Note: The following ruling was made at Fedco 06-2017:</i> “Effective 01.01.2018, no licences will be issued for either Championship, or Non-Championship, Shows, unless Clubs are up to date with all returns required in terms of the KUSA Constitution.” <i>The following ruling was made at Fedco 12-2017:</i> “Clubs that fail to comply with the provisions of Articles 9.1.3 and 9.1.4 for a period of eighteen months from the Fedco meeting where the breach was reported, will be recommended for disaffiliation.”
		3.5.1	Article 9.1.3 “Failure to submit minutes of Annual and/or Special General Meetings together with audited Financial Statements and balance sheets where applicable in terms of Article 8.6.2.” Information will be tabled prior to the meeting.
		3.5.2	Article 9.1.4 “9.1.4 Failure to adhere to Kennel Union Constitutional requirements in respect of: 9.1.4.1 Any event to be held, being held, or which was held under a Kennel Union licence 9.1.4.2 Schedule of Documents and Returns to be sent to the Secretary of KUSA, Schedule 8.” Information will be tabled prior to the meeting.
	3.6		Introduction of Lifetime Achievement Award (Fedco 12-2019 item 3.6.6)

			<p>At Fedco 12-19 discussion indicated that it would be appropriate for KUSA to institute a Lifetime Achievement Award to honour persons who had devoted their time and talents to promoting the interests of dogs and encouraging responsible dog ownership.</p> <p>GM and LT offered to formulate criteria for a Lifetime Achievement Award and to revert to Fedco 06-2020 with a proposal.</p> <p>Work in progress.</p>
	3.7		<p>Revision and Harmonisation of Provincial Councils Constitutions (Fedco 12-2017 item 7.19, Fedco 06-2018 item 3.8, Fedco 12-2018 item 3.9, Fedco 06-2019)</p> <p>Extract from the Minutes of Fedco 12-2019 Item 3.8</p> <p>Proposed new Provincial Council Constitution drafted by GR, checked and approved by NdP, to be tabled.</p> <p>JH read the briefing document and it was agreed that, due to the geographical separation of the main centres in their provinces, GR was authorised to include a clause to allow virtual meetings for the EC&B and FS&NC Provincial Councils only. There was no necessity for such accommodation in DOGSPC, NAPC or KZNPC. With regard to the WCPC, it was agreed that accommodation should be made for the Clubs in Oudtshoorn and George to participate in meetings by virtual means, if required. GR offered to complete the various Provincial Councils' Constitutions, once the approved amendments have been included.</p> <p>It was directed by Fedco that the new Provincial Councils Constitutions should be adopted by the various Provincial Councils before Fedco 06-2020, unless there were compelling reasons not to do so. Should clarifications or procedural guidance be required, Provincial Council Chairmen were advised to contact GR before the end of April 2020.</p> <p>Agreed, unanimously.</p> <p>Proposed CI, seconded JH</p> <p>Report back from Provincial Council Chairmen.</p>
	3.8		<p>By-laws of Provincial Sub-Committees (Fedco 12-2017 item 7.20, Fedco 06-2018 item 3.10, Fedco 12-2018 item 3.9)</p> <p>Work in progress (GR)</p>
	3.9		<p>Code of Conduct for Club Officials – Proposed new Code</p> <p>Work in progress (GR)</p>
	3.10		<p>FCI</p>
	3.11		<p>Zimbabwe Kennel Club – Letter of Understanding (Fedco 06-2019 item 3.11, Fedco 12-2019 item 3.14)</p> <p>Carried forward from previous meeting.</p> <p>Work in progress (NdP)</p>
	3.12		<p>KUSA's Public Liability and Disclaimer Notices (Fedco 12-2019 item 9.17)</p>
		3.12.1	<p>KUSA's Public Liability Insurance</p> <p>As per the Minutes of Fedco 12-2019: With all dog-biting incidents required to be reported and members of the public, including children, attending shows, it was queried whether KUSA's Public Liability Insurance (PLI) was sufficient to cover claims resulting from injury. Having assessed the quantum quoted by PM, NdP believed that KUSA's PLI should be increased substantially.</p> <p>Subsequent to Fedco 12-2019, PM obtained quotations on increasing KUSA's Public Liability Insurance and it was unanimously agreed by Fedco round robin to increase the insured amount to R20 000 000.</p> <p>For ratification only.</p>
		3.12.2	<p>Clubs' Disclaimer Notice</p> <p>As per the Minutes of Fedco 12-2019: NdP also alerted Fedco to the fact that Disclaimer Notices ought to be displayed at all dog shows, normally where people customarily enter the</p>

		<p><i>showgrounds, but also at the Show Office and near other high-traffic areas. It was suggested that Clubs should have a number of laminated Notices available to post wherever suitable. NdP undertook to draft a suitable Disclaimer Notice, the wording of which could be made available to Club Secretaries via KUSA's website and Facebook page.</i></p> <p>Below is the proposed wording for a Disclaimer Notice to be posted at strategic points at shows, either as a permanent fixture (as in the case of GKC), or for the duration of a dog show at premises used for multiple purposes. In the latter case, the Disclaimer Notice should preferably be laminated to ensure its durability for use over a number of years.</p> <p>“DISCLAIMER</p> <p>Those entering and/or lingering on these premises do so entirely at their own risk and agree, on behalf of themselves and on behalf of those accompanying them, e.g. their invitees, guests and/or minor children, that (insert name of show-holding Club) and/or the Kennel Union of Southern Africa, their Members, Officers, Officials, Employees and/or Representatives, shall not be liable for the bodily harm or death of any person, or the loss or destruction of, or damage to, any property or belongings brought onto the premises, howsoever arising or resulting from any act, omission, or conduct of those entering or present on these premises.”</p> <p>As part of the motivation for the display of a "Disclaimer Notice" at KUSA Shows, Fedco and all the other KUSA structures ought to take note of a recent legal opinion on this subject. Attention is specifically drawn to the wording of the Disclaimer and, importantly, to the size and display thereof. South African courts' interpretation and application of the law in this regard is extremely rigid and it is thus important for Clubs to be as comprehensive, inclusive and visible as possible in the Notices they display.</p> <p>The following extract from the legal opinion in question has particular bearing:</p> <p>“Disclaimer notices offer protection for owners and employees concerning shopping centres, stadiums, parking lots and other public areas. For these notices to be effective, certain requirements have to be adhered to. False reliance on these disclaimers can be a very expensive mistake.</p> <p>Disclaimer notices are commonly seen in shopping centres, stadiums, parking lots and other public areas. These notices are generally aimed at protecting the owner or employees with regards to the area in question, by exempting him/her from legal liability when a member of public using the area suffers damage.</p> <p>It is well established that disclaimer notices are enforceable when properly implemented. This is clear from the extract below:</p> <p><i>Durban's Water Wonderland (Pty) Ltd v Botha and Another (1999) 1 All SA 411 (A) at 115: “If the language of a disclaimer or exemption clause is such that it exempts the proferens from liability in express and unambiguous terms effect must be given to that meaning. If there is ambiguity, the language must be construed against the proferens. (See Government of the Republic of South Africa v Fibre Spinners & Weavers (Pty) Ltd 1978 (2) SA 794 (A) at 804 C.)”</i></p> <p>According to prevailing case law, when considering whether a disclaimer notice is effective, two factors have to be considered:</p> <p>Firstly, from the <i>Durban Water Wonderland</i> case, it is evident that for the disclaimer's content to be effective, the wording thereof must not be ambiguous. It is therefore required that the disclaimer must indicate in express terms what the person relying on the disclaimer is exempted from when someone reads the disclaimer. However, any alternative meaning of the disclaimer notice cannot be too widely interpreted. It is simply required that the meaning of the disclaimer is clear to anyone reading it. This test is implemented so that a vague statement cannot be</p>
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		<p>regarded as sufficient to bind someone according to the legal principle of so called “<i>quasi-mutual assent</i>”, which is the underlying basis binding a person that reads a disclaimer notice.</p> <p>Consider the following examples: “<i>the owner of the property is hereby exempted</i>” and “<i>the owner, managing agent and any other employee is hereby exempted</i>”. In the first example only the owner of the property is exempted from liability, while in the second example, employees of the owner and the managing agent of the property are included under the exemption clause. The first example would not have been sufficient if damage was caused to a person by the negligence of an employee, as employees were clearly not within the ambit of the notice. It is therefore important to ensure that the wording of a disclaimer is clear, unambiguous and is sufficient to protect all parties that need protection.</p> <p>A further issue to take into account when the effectiveness of a disclaimer notice is considered is the question whether such disclaimer has been properly displayed. A disclaimer can only be effective when it is found that the disclaimer was displayed in an appropriate position, which would allow the reasonable person to have seen the disclaimer, or to ought to have seen the disclaimer. Practical issues, such as the size of the disclaimer, the distance from the viewer, the visibility, font and positioning of the disclaimer should be taken into account. This test is implemented as the content of the disclaimer can only fall within the knowledge of a person, when the notice is of such a nature that it is easily spotted by someone. When a disclaimer is affixed to a premise, it is therefore important that the above factors be taken into account.</p> <p>It is clear that a disclaimer is an effective method of protection, especially when used in areas where large amounts of people visit frequently.”</p>
	3.12.3	<p>Clubs’ Right of Admission Reserved Notice</p> <p>At Exco 04-2020, NdP stressed the importance of Clubs displaying ‘Right of Admission Reserved’ signs at high-traffic areas on the premises where the Show is taking place. NdP provided the following motivation for the display of these signs, or signboards:</p> <p>Right of Admission Reserved is legal field of considerable complexity. What is important for Fedco to know is that the display of such notice allows for KUSA and its affiliated Clubs to limit the admission of undesirable members of the public to the premises under certain circumstances and conditions. In an open and democratic society, such limitation may be imposed, provided that its enforcement does not discriminate against, or negate, the human rights of citizens as entrenched in Sections 9-11 of the Bill of Rights contained in Chapter 2 of the Constitution of the RSA, Act 108 of 1996. In other words, members of the public may not be denied access to KUSA-licensed Shows on the grounds of their race, gender, sexual orientation, religion, culture, etc.</p> <p>Our Right of Admission Reserved is based on our right of “Freedom of Association” as enshrined in Section 18 of the Constitution, insofar as members of the public and even KUSA’s own members fail to adhere to the general principles of good order, acceptable behaviour and social decorum customarily required at dog shows. This is likely to include people who are rowdy, drunk, naked, loud or obscene, or who engage in physical violence and/or verbal abuse of other members of the public and of KUSA, or who play loud music or engage in any behaviour that prohibits or limits KUSA and its members from participating in their chosen activity unhindered. In a nutshell, Right of Admission Reserved would sanction the denial of access to, or expulsion from, the premises of persons who indulge in unacceptable conduct and behaviour and who disrupt the good order and social discipline required at dog shows.</p> <p>When denying members of the public access to the premises and facilities, or requesting them to leave, Clubs must be able to legally justify their actions and, should such actions be challenged in court, each case will be judged on its own merits. What is important is that a Right of Admission Reserved notice should be on public display at the time admission is denied, or at the time those who had already gained access are requested to leave.</p>
	3.13	<p>TEO (Temporary Exclusion Order) (Fedco 12-19 item 8.7)</p>

			A revised procedure document is being considered by Exco. To be tabled, if available.
	3.14		<p>Requirements for UK Judges to officiate at South African Championship Shows (Fedco 12-19 item 8.8)</p> <p><i>Since Judges in the UK gained their qualifications breed-by-breed, their clearance to judge in foreign countries had always been a headache. Many of them regularly judged huge classes at Open Show level and, in the past, this experience had been taken into account in assessing their qualifications to judge at South African Championship Shows.</i></p> <p><i>Initially drafted in 1998, amended in 2001, and again in 2003, KUSA formulated its REQUIREMENTS FOR UK JUDGES TO OFFICIATE AT CHAMPIONSHIP SHOWS IN THE KUSA AREA OF JURISDICTION. Sixteen years later, it was felt that much had changed in the UK and in South Africa and that the requirements set out in the document ought to be reconsidered.</i></p> <p><i>Fedco deemed the JEC the most appropriate structure to reassess the requirements for UK Judges to officiate at South African Championship Shows and it was agreed, unanimously, that the JEC should table its proposal at Fedco 06-2020.</i></p> <p>A proposal from the JEC to be tabled for Fedco's consideration.</p>
4			MATTERS ARISING
	4.1		Any Matters Related to the Articles
		4.1.1	<p>Article 10 – Membership</p> <p>Submitted by the KUSA Office. Proposed amendments to Article 10.</p> <p>Motivation: Article 10 is not aligned with the declaration signed by new and existing Members in the submission of a completed New Member Application Form and Membership Renewal Form. The conditions and undertakings for the granting of new membership and those for renewal should be the same and it is necessary to provide greater clarity on this aspect in the Articles. The Articles refer to “minors”, whereas all other documentation refers to Junior Membership. Apart from the amendments to 10.1, 10.2 and 10.3, it is believed that the desired result may be achieved by the insertion of a new 10.4.</p> <p>Insertions <u>underlined</u> and deletions in [struck through square brackets].</p> <p>10. MEMBERSHIP</p> <p>10.1 Any person seeking Membership of the Kennel Union shall make written application on such form [or] <u>and</u> in such manner as the Executive Committee may prescribe from time to time, and shall despatch therewith the [e]<u>Entrance</u> [f]<u>Fee</u> and current year's [s]<u>Subscription</u> [f]<u>Fee</u> as specified in terms of Schedule 7. An applicant for Junior Membership, i.e. eight (8) years of age, but under eighteen (18) years of age, [who is a minor] shall be assisted by his natural or legal guardian. <u>If elected, such Junior Member shall not be eligible to serve on any National or Provincial Sub-Committee, Provincial Council, the Executive Committee, or the Federal Council of the Kennel Union for as long as he holds Junior Membership and, if elected to membership of a Club, [no minor] shall enjoy no voting rights.</u></p> <p>10.2 Any person who in the opinion of the Executive Committee has not misconducted himself in any way in connection with dogs, Training Classes and all events forming part of the Schedules of this Constitution, or held under a Kennel Union licence, or in any way acted [in opposition to] <u>contra</u> the Code of Ethics for Members of the Kennel Union of Southern Africa or any of its <u>Appendices</u>, the fundamental objects and principles upon which the Kennel Union has been established, or in any other manner which would make it undesirable that he should be a Member and who has, in the majority view of the Executive Committee, been found to be a fit and proper person to become a member of the Kennel Union of Southern Africa, shall enjoy the privileges of [a M]<u>membership</u> of the Kennel Union and shall be elected upon making written application on such form [or] <u>and</u> in such manner as the Executive Committee may prescribe</p>

		<p>from time to time and paying [an] <u>the Entrance Fee and the [a]Annual [s]Subscription [f]Fee</u> as specified in terms of Schedule 7.</p> <p>10.3 The Executive Committee may refuse to elect any applicant and refund any <u>Entrance Fee and [s]Subscription [f]Fee</u> tendered <u>if, by majority vote, good cause can be shown for the rejection of such application</u>. Any application received from any person who has been expelled from, or who has been suspended or disqualified from holding <u>[m]Membership of any Club, Association, Canine Breeders' Society, Registering Authority or body concerned with animals, or who has been convicted in a Court of Law for an offence described in Schedule 1 Rule [2.4] 4.1.4, or has been proved to be in violation of any provision of Schedule 9 - Code of Ethics for Members of the Kennel Union of Southern Africa</u>, will be rejected automatically. <u>The decision of the Executive Committee to reject any application for Membership of the Kennel Union shall be final.</u></p>
	4.1.2.	<p>Article 14 – Federal Council Membership Submitted by the KUSA Office to achieve harmonisation of the Articles with the Constitution of the Free State & Northern Cape Provincial Council and to correct the spelling of “KwaZulu-Natal”. Proposed amendments to Article 14. (Housekeeping) – deletions in [struck through square brackets], <u>insertions underlined</u></p> <p>14.3 The Provincial Councils shall comprise:</p> <ul style="list-style-type: none"> Eastern Cape and Border Free State (inclusive of Northern Cape & <u>Republic of Namibia</u>) [Kwa-Zulu-Natal]<u>KwaZulu-Natal</u> District of Gauteng & Surrounds Western Cape (inclusive of Boland and Southern Cape) Northern Areas <p>and such additional Provincial Councils approved by FEDCO/KUSA from time to time in accordance with the Articles and Constitution of KUSA.</p>
	4.1.3	<p>As part of the ongoing process of constitutional reform in order to repair certain sections of the constitution that have either become corrupted through amendments over the years, or become outdated or obsolete, the KUSA Legal Adviser proposes the first in a series of amendments for Fedco's consideration:</p> <p>2 INTERPRETATION OF TERMS</p> <p>“Secretary” means the Secretary of the Kennel Union of Southern Africa <u>or a person appointed to act in his stead.</u></p> <p>6 CONTROL</p> <p>6.1 All the business of the Kennel Union shall be managed by [and all its powers and functions delegated to] the Federal Council in which vest all control and management of the Kennel Union. Under this Constitution the Federal Council is empowered to make, amend, alter, cancel and revise <u>the Constitution and its Schedules, Rules, Regulations and By-Laws</u> and to do or authorise to be done anything necessary for the advancement or fulfilment of any of the objects of the Kennel Union and of all matters incidental or conducive thereto.</p> <p>34 KENNEL UNION FUNDS</p> <p>34.1 All subscriptions, fees, fines and monies whatsoever received on account of revenue shall be deposited in the name of the Kennel Union in a recognised financial institution approved by the Federal Council and shall be withdrawn by cheques, drafts, <u>electronic funds transfer or other permissible banking forms only, signed or authorised by two of the following mandated persons: The Chairman of the Federal Council, the Vice Chairman of the Federal Council, the Chairman of the Executive Committee, the General Manager of the Kennel Union and one further officer in the fulltime employ of</u></p>

		<p><u>the Kennel Union</u>. [or other banking forms only, signed by any one of the following mandated persons, namely:</p> <p>The Chairman, Vice-Chairman of the Executive Committee, two members of the Executive Committee nominated as approved signatories, and the Secretary, making a total of two signatures.</p> <p>The Executive Committee may appoint a deputy to sign for the Secretary in his absence, for such stipulated period or periods as considered necessary and in such cases withdrawals by cheques will be countersigned by the Chairman, Executive Committee. In the absence of the Chairman cheques will be countersigned by any one of the following: Vice-Chairman of the Executive Committee, members of the Executive Committee nominated as approved signatories]</p> <p>34.2 The [Executive Committee] <u>Federal Council</u> shall be empowered to invest monies belonging to the Kennel Union and which are not immediately required for current purposes in any recognised financial institution registered in South Africa.</p> <p>38 SECRETARY</p> <p>38.2 The Secretary's terms of appointment <u>and remuneration</u> shall be decided by the Federal Council [and thereafter, his remuneration shall be decided by the Executive Committee].</p> <p>38.3 The Secretary shall be responsible to the Federal Council [and the Executive Committee] for the management and administration of the Kennel Union and he shall perform all such duties as [the Executive Committee] may from time to time <u>be prescribed</u> in accordance with instructions given by the Federal Council [and the Executive Committee].</p> <p>38.4 The Secretary [or his Deputy appointed in terms of Article 34.1] shall attend all meetings of the Federal Council and the Executive Committee and such meetings of committees as he may be directed and he shall ensure that the minutes of the proceedings of meetings so attended are accurately recorded.</p> <p>38.6 The Secretary shall not communicate with the <u>printed or electronic media</u> [or any journal or publication in connection with] <u>on canine matters</u> [save and except for communications expressly authorised by the Federal Council and/or Executive Committee, approved communications published in the Official Kennel Union Journal and information normally available to members and the general public].</p> <p>43 INTERPRETATION AND RESOLUTION</p> <p>43.1 The Federal Council shall be the only authority for the interpretation <u>or resolution of any matter in</u> [the] <u>this Constitution</u> and all <u>the</u> Schedules, Rules, Regulations and By-Laws made thereunder.</p> <p>43.2 The decision of the Federal Council upon <u>[all] questions of interpretation[s] in this Constitution and its Schedules, Rules, Regulations and By-Laws due to possible ambiguity</u> shall be final and binding.</p> <p>43.3 <u>The decision of the Federal Council upon all questions of resolution of matters not provided for in this Constitution and its Schedules, Rules, Regulations and By-Laws shall become effective and binding upon the date of publication of the Minutes of the meeting at which the decision was taken. Failing the enactment of such resolution within a period of eighteen (18) months from the date of publication of said Minutes, it shall be nul and void.</u></p>
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			<p>43.4 <u>The Federal Council shall be the only authority to institute such emergency measures and regulations as required to resolve any crisis or dilemma resulting from a <i>force majeure</i> event or other calamity affecting the business and operations of the Kennel Union for as long as such adverse conditions endure. Decisions taken by the Federal Council in dealing with the effects of catastrophic events shall be final and binding.</u></p>
	4.2		<p>Any items Relating to Disciplinary Matters – Schedule 1</p>
		4.2.1	<p>Case 04-2019 – KUSA vs Mrs M Colborne – hearing 19.12.2019 For noting: The following complaint has been finalised and details notified to the Fedco:</p> <p>Complaint 1: In terms of Rule 11.1.1 of Schedule 1, the Respondent is suspended from membership of KUSA for a period of six months which includes suspension from taking part in, or having any connection with, or attending or participating or handling a dog at a Show, Obedience Class, Working Trial or Field Trial or other event held under KUSA licence, or from acting as an officer of a Club in terms of Rule 11.1.2 of Schedule 1 and disqualification from judging or taking part in the management of a KUSA-licensed event in terms of Rule 11.1.5 of Schedule 1.</p> <p>In terms of Rule 11.5 of Schedule 1, the DSC suspended the sentence in full for a period of 3 years on condition that the Respondent does not contravene any of the provisions provided for in Rule 4 of Schedule 1, or any other provisions in the KUSA Constitution, Rules and Regulations that would form the basis of a valid complaint during the period of suspension.</p> <p>Complaint 2: In terms of Rule 11.1.1 of Schedule 1, the Respondent is suspended from membership of KUSA for a period of six months which includes suspension and disqualification from judging or taking part in the management of a KUSA-licensed event in terms of Rule 11.1.5 of Schedule 1.</p> <p>In terms of Rule 11.5 of Schedule 1, the DSC suspended the sentence in full for a period of 3 years on condition that the Respondent does not contravene any of the provisions provided for in Rule 4 of Schedule 1, or any other provisions in the KUSA Constitution, Rules and Regulations that would form the basis of a valid complaint during the period of suspension.</p> <p>The DSC ruled that both the above penalties will take effect on the 15th of January 2020 and will run concurrently.</p> <p>The DSC further ruled that the R5,000.00 complaint deposit must be reimbursed in full to the Complainants in terms of Rule 11.9 of Schedule 1. No appeal was lodged.</p>
		4.2.2	<p>Schedule 1 Disciplinary Rules</p>
	4.3		<p>Any Matters related to the Registration of Dogs – Schedule 2</p>
		4.3.1	<p>Schedule 2 Regulation 1 Housekeeping – correction: Current Regulations – Insert underlined – deletions [struck through] - incorrect numbering (Typo)</p> <p>1. The Kennel Union shall maintain a Primary Breed Register for each pure breed of dogs recognised by it and a dog shall be deemed to be of the breed named in the breed register in which it is entered or eligible for entry.</p> <p>1.1 The Kennel Union may also accept for registration subject to such terms and conditions as the Federal Council may stipulate from time to time: [4.2.2] <u>1.1.2</u> In the Emerging Breed Register, application for registration will only be accepted if the dog has been positively identified via DNA profiling and parentage has been verified via DNA parentage verification and the dog is microchipped. A dog registered in this register may be entered in Breed Classes at Non-Championship Shows. They are eligible to enter and compete for awards at any other KUSA-licensed events, unless ineligible to do so in terms of the specific Regulations in any Schedule 1.</p>

	4.3.2	<p>Schedule 2 – Appendix “C” – Breed Specific Litter Requirements Proposal from the Highveld Belgian Shepherd Dog Club supported by the Belgian Shepherd Dog Club of the Western Cape. (Letter of support attached). Supported by the NAPC:</p> <p>Motivation: The Highveld Belgian Shepherd Dog Club and the Belgian Shepherd Dog Club of the Western Cape are in agreement that, in order to retain, preserve and ensure future quality breeding of the Belgian Shepherd Malinois, Groenendael, Tervueren and Laekenois, Breed Specific Litter requirements need to be specified under Schedule 2. Fedco is kindly requested to consider the following insertion:</p> <p>9. Belgian Shepherd Dogs</p> <p><u>9.1 Dam & Sire are positively identified by microchip profiling before any X-ray examination is made. The microchip identification number is included on all developed X-ray film/digital image and on the certificate.</u></p> <p><u>9.2 Belgian Shepherd Dogs must be presented for hip and elbow x-rays. At the time of x-ray, a dog must be 18 months of age or older.</u></p> <p><u>9.3 The breeder is the current holder of a KUSA-registered Affix (Kennel Name).</u></p> <p><u>9.4 At the time of mating, the Sire is eighteen (18) months of age or older.</u></p> <p><u>9.5 At the time of whelping, the Dam is twenty-two (22) months of age or older.</u></p> <p><u>9.6 Only Belgian Shepherd Dogs with hip scores of A1, A2, B1 may be mated to Belgian Shepherds with hip scores of B2, C1 or C2. Belgian Shepherds with hip scores of A1, A2 or B1 may be mated to each other. Should your dog have an uneven hip score you work on the worse score. i.e. HD B1/C1 you will work with C1.</u></p> <p><u>9.7 Only Belgian Shepherd Dogs with elbow scores ED 2/2 or lower may be bred.</u></p> <p><u>9.8 The following health tests are recommended, but not compulsory: Artaxia, PRA and Epilepsy.</u></p>
	4.3.3	<p>Schedule 2 – Appendix “D” Emerging Breeds Register Current Regulations – Insert underlined – deletions [struck through]</p> <p>APPENDIX “D”</p> <p>EMERGING BREEDS REGISTER</p> <p>Recognised Breeds: <u>South African Mastiff</u></p> <p>Extract from December 2019 Minutes (item 9.16):</p> <p>“The South African Mastiff <i>On 20 November 2019, JH and GR met with Stoffel & Lzt Bloem of the Ysterberg Mastiffs, pursuant to a document JH had prepared on KUSA Recognition of an Emerging Breed which had been sent to them in advance. At the meeting, the KUSA delegates were informed that the Ysterberg Mastiff Breed Council (YMBC) had decided to rebrand and that the breed would henceforth be known as the South African Mastiff. According to the Bloems, both names. i.e. Ysterberg Mastiff and South African Mastiff, had been registered with the Companies and Intellectual Properties Commission (CIPC), trademarks pending.</i></p> <p><i>In the document announcing the rebranding, the newly constituted South African Mastiff Breed Council’s (SAMBC’s) decision was motivated as follows:</i></p> <p><i>“The Ysterberg bloodline of the South African Mastiff® in the 1940s under the rigours of farm life in the rugged Ysterberg mountain area of South Africa. Bred for form and function as a farm and guardian breed, not for purposes of exhibition and commercial sale. The Ysterberg farm dogs preceded the registration and recognition of large native dogs which came to be called “Boerboels” and became part of the gene pool when the Boerboel was created. For the past</i></p>

		<p>decade, dedicated breeders of the Ysterberg bloodline continued to breed their dogs under a controlled programme of the Ysterberg Mastiff® Breed Council (YMBC).</p> <p>To address confusion related to the name attached to the “Ysterberg Mastiff” and “Boerboel”, we’re excited to announce that as of November 2019, we’re rebranding. As part of our rebranding strategy, our organisation’s name will change from Ysterberg Mastiff® Breed Council to South African Mastiff® Breed Council (SAMBC) – powered by Ysterberg since 1948.”</p> <p>JH informed Fedco that it was the intention of the SAMBC to appoint KUSA as the Registering Authority for this emerging breed and to ultimately transfer its trademarks to KUSA. A Breed Standard for the South African Mastiff had been drafted in the FCI’s “Jerusalem format” and JH and GR had also been presented with the SAMBC’s Code of Ethics.</p> <p>Fedco noted this development with interest and there were no objections to JH and GR taking the negotiations with the SAMBC to an eventual conclusion.</p> <p>Noted.”</p> <p>Negotiations as per the minutes of the December Fedco Meeting, Item 9.16 The South African Mastiff, have progressed and attached are the following documents for Fedco to consider to take this breed on as an Emerging Breed:</p> <p>4.3.3.1. South African Mastiff – About us 4.3.3.2. South African Mastiff – History of the Breed 4.3.3.3. South African Mastiff– Breed Standard 01 4.3.3.4. South African Mastiff– Code of Ethics 01 4.3.3.5. South African Mastiff– 2019 – DNA Request form and collection procedure 4.3.3.6. South African Mastiff– HD and ED 01 4.3.3.7. South African Mastiff- DOC Breeding Requirements 2020 4.3.3.8. South African Mastiff– Breed Survey</p>
	4.4	<p>Breed Standards Committee List of Breed Standards Amended/Revised under the KUSA Protocol to be tabled.</p>
	4.5	<p>Any Matters Relating to Shows & Schedule 3</p>
	4.5.1	<p>Schedule 3 Regulation 31 Objections to Dogs & Disqualifications (Fedco 12-20 item 4.5.3). Amendments to the above Regulation 31 were approved at Fedco 12-19, with the exception of Regulation 31.8, which NdP undertook to reword.</p> <p>The following new Regulation 31.8 has been submitted by NdP for Fedco’s consideration:</p> <p>31.8 Upon receipt of the Show Secretary’s report, the <u>Secretary</u> [Executive Committee] shall:</p> <p><u>31.8.1 In the event of no notice of appeal received with the report, present the matter for consideration to the Executive Committee only after the lapsing of the 14 (fourteen) day period as referred to in Schedule 3 Regulation 31.5.</u></p> <p><u>31.8.2 In the event of receiving a notice of appeal in terms of Schedule 3 Regulation 31.5, the Secretary shall inform the Show Secretary of the Club thereof and request the Show Committee to provide a response thereto within 7 (seven) days and thereafter present the matter for consideration to the Executive Committee.</u></p> <p><u>31.8.3 The Executive Committee shall consider all the documentation as presented to them by the Secretary received in terms of Schedule 3 Regulation 31.8.1 or 38.1.2 and:</u></p> <p><u>31.8.3.1 either [consider the Show Committee’s finding and any notice of appeal which may be lodged. The Executive Committee shall be empowered to] confirm, quash or vary the Show Committee’s finding, subject to the limitation that the results of a Show following any disqualification imposed by the Show Committee shall not be amended in any way.</u></p> <p><u>31.8.3.2 The Executive Committee’s decisions in this regard shall be final.</u></p>

			[, in the event of such against the Show Committee at the instance of the owner, exhibitor or handler in charge of any dog against whom an objection was lodged, unless mala fides on the part of the Show Committee be proved.]
	4.5.2	<p>Schedule 3 – Regulation 42 Champion Dogs – Regulation 42.1.1.1 Proposed by KZNPC</p> <p>Insertions <u>underlined</u> and deletions in [struck through square brackets]</p> <p><u>42.1.1.1 [Void] not more than four (4) of the minimum five (5) points were gained in one Centre.</u></p> <p><u>Motivation:</u> Fedco 12- 2018 Minutes on the subject of the Elimination of the Away CC</p> <p>“9.5 Elimination of the “away CC” for Championship Status</p> <p><i>At Fedco 06-2018, the following Schedule 3 Regulation was voided:</i></p> <p><i>42.1.1.1 not more than four (4) of the minimum five (5) points were gained in one Centre, Effective 01.02.2019”</i></p> <p><i>“...It was obviously not possible to rescind the Fedco decision in this regard and Councillors would be in a better position to judge the effect on entry numbers once the Clubs in Malmesbury, Oudtshoorn and Hermanus have held their 2019 shows. Councillors who then still wished to see the “away CC” reinstated would be welcome to draft the necessary amendment for the Agenda of Fedco 06-2019, or 12-2019.”</i></p> <p>KZNPC motivation: Although the impact on the Western Cape was Fedco’s prime consideration at the time of reaching its decision, it has subsequently become evident that KwaZulu-Natal has been devastatingly affected by not only the 2nd Championship Show show allowance for Gauteng Clubs, but also the ruling to abolish the out-of-Province CC requirement for Championship status.</p> <p>If we look at the numbers entered at D&DKC/PMBKC & Specialist Show Weekend, which has always been one of the most favoured weekends in KZN, the entries have decreased by an average of fifty dogs since 2016. The Clubs do their best to attract entries by offering overseas Judges, but of late it has made no difference. The alarming drop in interest in KZN Shows is startling.</p> <p>We feel that the out-of-Province CC is not only good for KZN in providing an incentive to travel, but also serves as a calling card for people from other Provinces likely to support a Judge of their choice in another Province to obtain a CC.</p> <p>The concern that KZN Breed Dogsport is dying in KZN is very real. We have Committees of All-Breeds Clubs resigning and Committees of 2-3 Members holding the fort to try and keep our sport alive. Every new change to favour Gauteng has a devastating effect on our dwindling numbers.</p> <p>If we accept these changes going forward, we shall be closing our doors to running shows within the next couple of years - that is a fact.</p> <p>We request that the Fedco has a re-think on the acceptance of changes likely to affect certain Provinces, as not only will our dogsport be affected, but so too KUSA’s income received from our all hard work.</p>	
	4.5.3	<p>Schedule 3 – Regulation 42.11 – Flyball Champion</p> <p>Delete current Regulation 42.11 and replace with new Regulations 42.11.1 to 42.11.2.</p> <p>42.11 Flyball Champion</p>	

		<p>[42.11.1 The title of Flyball Dog Advanced will be granted to any dog that has earned three hundred and fifty (350) points or more, in any combination, at Championship Shows or Non-Championship Shows. A KUSA Flyball Dog Advanced Certificate will be issued to this effect, and the abbreviated FDA can be placed behind the dog's name.]</p> <p>[42.11.2] <u>42.11.1</u> The title of Flyball Champion shall be awarded to any dog which has gained seven hundred (700) points or more, in any combination at Championship or Non-Championship Shows.</p> <p>[42.11.3] <u>42.11.2</u> The title of Th One and Only – Flyball shall be awarded to any dog which has gained fifteen hundred (1500) points or more, in any combination, at Championship or Non-Championship Shows</p> <p>[42.11.4] <u>42.11.3</u> The title of Grand Champion – Flyball and a KUSA Certificate shall be awarded to any dog which has earned two thousand (2000) points or more, in any combination, at Championship or Non-Championship Shows.</p> <p>Reason for amendment: The FDA Flyball Dog Advanced certificate is not a Champion title. It is similar to FD/FDX</p>
	4.5.4	<p>Schedule 3 NEW Regulation 44 – Postponement/Cancellation of Shows</p> <p><u>44. CANCELLATION/POSTPONEMENT OF SHOWS AND REFUND OF SHOW ENTRY FEES</u></p> <p><u>44.1 The Show Committee shall be entitled to cancel or postpone a Show on the day, either before it opens or before its completion, due to extreme weather conditions (e.g. torrential rain, thunder, lightning, extreme heat), inaccessibility of the grounds, adverse conditions on the grounds, non-functional facilities, riots, civil disturbances, fire, or any other reason deemed to be threatening to the safety and wellbeing of Exhibitors and their dogs. Should a Show be cancelled for the year as a result of any of the above or like reasons, show-holding Clubs shall be entitled to retain Show Entry Fees. Should the Show be postponed to a later date in the same year, the retained Show Entry Fees shall be offset against the Show Entry Fees due and payable for the Show to be held on the new date in the same year. Retained Show Entry Fees shall not be offset against Show Entry Fees payable for a Show in a future year.</u></p> <p><u>44.2 The Show Committee shall be entitled to cancel or postpone a Show in advance of the Show taking place for any cause other than <i>force majeure</i>, such as strife within the Committee, cancellations of Judges, unavailability of the venue, etc. Exhibitors who have already submitted their Show Entries and Show Entry Fees for the Show, shall be informed of the cancellation/postponement without delay and be advised of the expeditious procedure for the refund of Show Entry Fees. In the case of cancellation of the Show for the year in question, Exhibitors shall be entitled to a full refund of Show Entry Fees within twenty-one (21) days of the notice of cancellation and, in the case of postponement of the Show to a later date in the same year, shall have the choice of having their Show Entry Fees retained by the Club to be offset against the Show Entry Fees due and payable for the Show to be held on a new date in the same year. Show Entry Fees shall not be retained by the Club to be offset against Show Entry Fees payable for a Show in a future year.</u></p> <p><u>44.3 The Show Committee shall be entitled to cancel or postpone a Show in advance of the Show taking place as a result of a prior and/or prevailing <i>force majeure</i> event, including, natural disasters and Acts of God such as earthquakes, volcanic eruptions, tornados and floods, but also catastrophic events which pose a threat to life such as acts of terrorism and strikes, as well as acts that pose a threat to health such as toxic emissions, pestilence and biohazards, whether under a declared national State of Emergency or national State of Disaster, or not. If a Show is so cancelled or postponed, Show Entry Fees shall, at the choice of and as directed by the Exhibitor, be partially refunded, or retained in full by the Club to be offset against the Show Entry Fees of a future Show in the same year, or as a donation. Any refund to Exhibitors shall be net of the Club's proportionately calculated reasonably incurred expenses up to the date of cancellation or postponement of the Show, whether disbursed, or pending disbursement, such expenses to be calculated and determined by the show-holding Club at its sole discretion. Show Entry Fees</u></p>

			<p><u>shall not be retained to be offset against Show Entry Fees payable for a Show in a future year.</u></p> <p><u>44.4 In the event of a Show being cancelled or postponed as a result of events contemplated in Sub-Regulations 44.1 to 44.3 above, the Club shall immediately inform the KUSA Office, contracted Judges and Exhibitors of such cancellation or postponement, and advise Exhibitors of the position regarding Show Entry Fees, i.e. whether they will be retained, partially refunded, or refunded, depending on the circumstances, as provided in Sub-Regulations 44.1 to 44.2 above.</u></p> <p><u>44.5 Once the KUSA Office has been informed of the cancellation or postponement of a Show, the previously issued Show licence shall either be cancelled, or be replaced by a new licence for the Show to be held on a later date in the same year. The Executive Committee shall grant special dispensation to Clubs applying for a postponement of the Show in order to sanction their compliance with Sub-Regulations 6.1, 12.2 and 34.1, as well as with Regulation 20, hereof.</u></p> <p><u>44.6 The provisions of Sub-Regulation 1.2.3.3 shall not apply to Clubs cancelling a Show in terms of Sub-Regulations 41 to 43 hereof.</u></p>
		4.5.5	<p>Show Entry Form – Declaration As a result of certain incidents at Shows and the cancellation of Shows due to certain events, the KUSA Office deemed it necessary for the declaration signed by Registered Owners or their Authorised Agents when entering a dog at a KUSA-licensed Show, should be revised. The revised text, compiled in consultation with KUSA's Legal Adviser, is attached.</p>
		4.5.6	<p>Foreign Judges with incomplete South African Groups (Fedco 06-2019 item 8.7, Fedco 12-20 item 4.5.4) <i>The following was discussed at Fedco 06-2019:</i> <i>Groups in countries like Australia, New Zealand, Canada and the USA sometimes did not correspond with the groupings in South Africa, resulting in visiting Judges from such countries occasionally not being qualified to judge all the Breeds in a South African Group. In the past, this had compelled Clubs to appoint a local Judge to do the "mop-ups", i.e. judge the odd Breeds that the foreign Judge was unable to judge.</i></p> <p><i>When judging in Australia, South African Judges were normally granted dispensation to judge Breeds they were not qualified for. There was support for the notion that, if Judges were qualified to a certain level, they should be granted dispensation by KUSA to judge the odd Breeds they were not qualified to judge in their home countries. There were, however, also some reservations expressed.</i></p> <p><i>Fedco requested GR and LW to consider the matter and, if warranted, to present a proposal for consideration at Fedco 12-2019.</i> <i>To be carried forward to Fedco 06-2020 agenda.</i> Work on progress. (GR, CI)</p> <p>A proposal from the JEC to be tabled for Fedco's consideration.</p>
	4.6		Any Matters Relating to Schedule 3A
		4.6.1	<p>To harmonise the introduction to Schedule 3A, i.e. Regulation 1, with the amendment made at Fedco 12-2019 to Schedule 3 Regulation 1.1 Housekeeping: Insertions <u>underlined</u> and deletions in [struck through square brackets]</p> <p>1. The Executive Committee shall have [the power and be the only] authority, <u>delegated by the Federal Council</u>, to issue Licences in accordance with the Regulations relating thereto. The FCI grants permission for its Members to hold FCI Shows.</p>
	4.7		Any Matters Relating to Schedule 4
		4.7.1	<p>To harmonise the Introduction to Schedule 4, i.e. Regulation 1, with the amendment made at Fedco 12-2019 to Schedule 3 Regulation 1.1 Housekeeping: Insertions <u>underlined</u> and deletions in [struck through square brackets]</p>

			1. Licensing of Non-Championship Shows and Match Meetings. The Executive Committee shall have [power and shall be the only] authority, <u>delegated by the Federal Council</u> , to grant, withhold or cancel permission to hold any show and to issue licences therefor in accordance with the Regulations relating hereto.
	4.8		Any Matters Relating to Schedule 4A – Qualifying Shows
		4.8.1	Revised Schedule 4A (Fedco 12-2019 item 4.5.1) Amendments to Schedule 4A attached .
5			WORKING DISCIPLINES
	5.1		Schedule 5A – Regulations for Obedience Classes
		5.1.1	Canine Good Citizen (CGC) (Fedco 06-2019 end of item 5.1) <i>The following was recorded at Fedco 06-2019: It was noted that there was a great deal of confusion as to whom should be authorised to conduct CGC assessments on dogs issued with Temporary Exclusion Orders (TEOs). The entire CGC system was, in fact, in dire need of prescription of procedures and it was decided, unanimously, that Exco, in collaboration with CI and KF, should present a proposed procedures document for CGC assessment at Fedco 12-2019. Work in progress.</i>
	5.2		Schedule 5B(1) – Regulations for Working Trials (Classic)
	5.3		Schedule 5B(4) – Regulations for Working Utility Dog (WUD)
	5.4		Schedule 5B(2) – Regulations for International Working Trials and International Tracking Trials (IGP)
		5.4.1	Proposed amendments to Schedule 5P – The Addition of the Endurance Test & Champion Dog (AD) Attached to Agenda (amended copy and ‘clean’ copy)
		5.4.2	NIGPSC – Dispensation sought on the Criteria for the acceptance of GSDFSA Helpers as KUSA Helpers Motivation: In accordance with the NIGPSC Minutes dated 5 March 2020, a majority vote was carried (4 in favour, 1 against), to request Fedco to consider dispensation in the short term for the period 1 July 2020 to 31 December 2020, for the acceptance of Federation IGP Helpers to be recognised by KUSA. Proposal: Federation Helpers can be taken on as KUSA helpers, if they <ul style="list-style-type: none"> • are Trial Active • are KUSA Members. • are current members of KUSA IGP-active Clubs. provided they <ul style="list-style-type: none"> • write and pass the KUSA 5J IGP Helpers Theoretical Test (Schedule 5J, Regulation 4.2). • submit a KUSA Indemnity Form • Submit a Helper Application Form. The dispensation request varies from Schedule 5J in that the Helpers in question would not be required to do the practical test. There are only three Tutor Helpers countrywide, of which <ul style="list-style-type: none"> • One is unable to sleep away from home due to a personal situation, • One has just qualified and is not confident to act as a Tutor Helper yet, and • One has no regard for Rules and Regulations and is unable to produce the necessary documentation. KwaZulu-Natal is in a situation where they have no qualified Helpers willing to officiate at their events. We trust that this request for dispensation will be granted, so that we may continue to grow IGP in KwaZulu-Natal.

	5.5		Schedule 5B(3) – Regulations for Tracking Trials
	5.6		Schedule 5C – Field Trials
		5.6.1	Schedule 5C(4) Proposed amendments to Schedule 5C(4) submitted by FTLC. Attached to Agenda (amended copy and 'clean' copy)
	5.7		Schedule 5D – Regulations for Dog Jumping
	5.8		Schedule 5E - Regulations for Special Events
		5.8.1	Schedule 05E (11) KUSA National Awards Proposed Amendment to Regulation 9.1 from DOGSPC Motivation: Currently the winners of KUSA National Best of Breeds and KUSA National Groups receive a certificate from KUSA, and only the Best in Show Winners has the title added to their registration, unlike the KUSA Winners Show where all the BoB Winners have the title ZAW added to their registrations. Since the chance of gaining a title by winning overall KUSA National Dog is about 200 to 1, there is not a great deal of motivation to enter the Nationals. Most Breed Winners file away the certificate and forget about it. Both the Junior Merit award and the KUSA Winners Show have proven that exhibitors love titles and we believe that the possibility of gaining a title by winning Best of Breed at the Nationals would attract a larger entry and, in turn, raise the prestige of the event. Proposed amendment: 13. Prizes and Awards 13.1 Breed 13.1.1 The person whose dog is awarded KUSA NATIONAL ["Breed" name] for [year] shall receive a special KUSA Award Certificate and <u>shall be entitled to have the abridgement "NAT BREED [year]" added to the dog's Certificate of Registration as a suffix to the dog's registered name.</u> 13.1.2 The person whose dog is awarded the title KUSA NATIONAL ["Group" name] for [year] shall receive a special KUSA Award Certificate and <u>shall be entitled to have the abridgement "NAT name of Group [year]" added to the dog's Certificate of Registration as a suffix to the dog's registered name.</u> 13.1.3 The person whose dog is awarded the title KUSA NATIONAL DOG for [year] shall be awarded the Thomas McQueen Floating Trophy, a special KUSA Award Certificate and shall be entitled to have the abridgement "KUSA NAT DOG [year]" added to the dog's Certificate of Registration <u>as a suffix to the dog's registered name</u>
		5.8.2	Schedule 05E (11) KUSA National Awards The following are housekeeping amendments approved by round robin. For ratification: Regulation 5.6 IGP – III The winner of the KUSA/ [IPO] <u>IGP</u> National Event (Meisterschaft) shall be declared NATIONAL KUSA/ [IPO] <u>IGP</u> DOG (year) in any year in which that event is held. Regulation 5.7 Dog Jumping – Grade[s] 1 {3 & 5} <u>Small, Medium & Large</u> Dogs may be entered which have been awarded a minimum of one (1) Dog Jumping Qualifying Certificate. Regulation 5.11 Flyball Any team of six (6) dogs may be entered. [When there is an equality of score, the winner shall be determined by a deciding heat or heats or the team with the fastest time.] <u>Dogs should have at least competed in 4 shows in a team (points are not the deciding factor) and the team must</u>

		<p>have had a run clear. The onus will be on the entering team captain to verify the information as indicated on each dog's record card. The event shall be run as a normal Flyball event.</p> <p>Regulation 9.2.5 [IPO] IGP - Meisterschaft The winner of this event shall be declared KUSA NATIONAL [IPO] IGP DOG for (year).</p> <p>Regulation 9.2.6 Dog Jumping –Grade[s] 1 [3 & 5] Small, Medium & Large The winner of this event shall be declared KUSA NATIONAL DOG JUMPING DOG for (Grade) (year).</p> <p>Regulation 13.4 IGP (IGP III) The person whose dog is awarded the title NATIONAL [IPO] IGP DOG for (year) shall receive the KUSA/[IPO] IGP NATIONAL EVENT Floating Trophy, a special KUSA Award Certificate and be entitled to have the abridgement "NAT. [IPO] IGP (year)" added to the dog's Certificate of Registration <i>after</i> the dog's name.</p> <p>Regulation 13.5 Dog Jumping Grade[s] 1 [3 & 5] Small, Medium & Large Each person whose dog is awarded the title NATIONAL DOG JUMPING DOG (Grade) (year) shall receive a special KUSA Award Certificate and be entitled to have the abridgement "NAT. DJ (Grade) (year)" added to the dog's Certificate of Registration after the dog's name.</p>
	5.9	Schedule 5G – Regulations for Dog Carting
	5.10	Schedule 5K – Regulations for Handler Classes
	5.11	Schedule 5L – Regulations for Agility
	5.11.1	Revised Schedule 05L Regulations for Agility
	5.11.2	Revised Schedule 05L (App C) Regulations for the Selection of South African Dogs to compete at the AWC
	5.11.3	Revised Schedule 05L (App D) Regulations for the KUSA South African Agility Championships
	5.11.4	2021 Agility Book Contact
	5.11.5	2021 Agility Book Non-Contact
		The above attached documents have been submitted by the NAgSC
	5.12	Schedule 5M – Regulations for Flyball
	5.12.1	<p>Regulation 4 – Definitions Submitted by National Sub-Committee: 4.2 Heat: Four (4) dogs in a team each running from the start to the finish line.</p> <p>4.2 Heat: <u>In a Flyball team event: Four (4) dogs in a team each running from the start to the finish line.</u> <u>In a pairs race: Two (2) dogs in a team each running from the start to the finish line.</u> <u>In a singles race: One (1) dog running from the start to the finish line.</u></p> <p>Motivation: For clarification and distinguishing between the different types of races.</p>
	5.12.2	<p>Regulation 10.10.1 – Diagram – Flyball Hurdle The diagram in the current Schedule reflects an incorrect measurement: Crossboard should reflect: Min 72cm; Max 90cm [80 cm]</p>
	5.12.3	<p>Regulation 11.4.4 11.4.4 Ensuring that all the members of the team are aware of starting times and are present at the arena in terms of Regulation 9.12- 9.10</p> <p>Motivation: Incorrect referral to 9.12 instead of 9.10.</p>
	5.13	Aptitude Testing
	5.14	Schedule 5Q – Regulations for Rescue Dog Trials (RDT)
	5.15	Dancing with Dogs
	5.15.1	<p>Schedule 5R Heelwork to Music (HTM) Revised Schedule submitted by DOGSPC and NAPC Attached.</p>

	5.15.2	Schedule 5S Musical Freestyle (MF) Revised Schedule submitted by DOGSPC and NAPC Attached.
	5.16	Rally Obedience
	5.16.1	Proposed New Schedule 5T – Regulations for Rally Classes Document submitted by Tinus van der Vyver for Fedco's approval - attached The proposed document is supported by representatives from Eastern Cape, Kwa-Zulu-Natal and Western Cape Provincial Councils. DOGSPC and NAPC do not have people interested in this new Discipline, however, still showed support. Schedule 5(T) was drafted by the WCPC Rally Sub-Committee members - Samantha Kirkbride (Chair), Robyn Clements, Chantal Germishuys, and others - who worked hard to ensure that a fair and usable set of rules were set out. The Sub-Committee liaised with the FCI Rally group, Nordic Rally group, AKC Rally and also the Canadian Rally-o group, incorporating the best of all into our schedule. "Thank you to Mariëtte Fourie (EC) and Edward Sutcliff (KZN) for their inputs, questions, remarks and visions!"
	5.17	Canicross
	5.18	Mondioring <i>As reported at Fedco 12-2019, JH informed Fedco that the Highveld Belgian Shepherd Dog Club had stated its intention to table a proposal for Mondioring to be recognised as a Working Discipline under KUSA. The Club had appointed a steering committee comprising Keith Duranty, Case van Hattem, Stephen Harflett and Robyn Harflett to draft the KUSA Mondioring Schedule for tabling at Fedco 06-2020. Note that Mondioring has been added to the Disciplines in Article 2.</i> The following attached documents have been submitted by Mondioring Steering Committee: 15.18.1 FCI International Regulations for Mondioring 15.18.2 Mondioring BH ZA 15.18.3 Mondioring – Judging at Mondioring Trials 15.18.4 KUSA Mondioring Requirements 15.18.5 Mondioring – Helper Decoy CV Keith Duranty The Steering Committee has further requested dispensation for the immediate appointment of a National Decoy and Decoy Trainer. Motivation: "The Steering Committee for Mondioring requests this dispensation as it would like to get the Mondioring Decoy Programme underway for the sport under KUSA. With the knowledge base already in South Africa, it would fast-track the process to have a qualified National Decoy and Decoy Trainer to get the trials started. Having a qualified Decoy Trainer will give us the ability to grow the sport in South Africa. Dispensation is requested to appoint Mr Keith Duranty (KUSA Membership No. 1017982), as a National Decoy and Decoy Trainer. Mr Duranty is eminently qualified and his CV is attached (refer 5.18.5 above) for Fedco's consideration. The Steering Committee thanks Fedco for recognising Mondioring as a KUSA Discipline. We believe that the vast amount of knowledge between the members would also serve to benefit the running of Mondioring under the KUSA Banner."
	5.19	Schedule 7 Subscriptions & Fees
	5.19.1	Regulation 18.3 to be amended as follows (already implemented – for ratification only): 18.3 Judges Learning Programme (including Junior Showmanship – Entry fee R653 18.3.1 Junior Showmanship (on its own) R305
	5.19.2	Variation of Fees. Proposed by the KUSA Office. The Entrance Fee and the Re-election Fees as per the Subscription and Fees document issued pursuant to Schedule 7 should be the same – currently R323,00.

			<p>Motivation: In accordance with Article 11.1 "Whenever a Member's subscription remains unpaid one (1) month after the date of renewal, he shall ipso facto cease to be a member of the Kennel Union." It is therefore illogical to charge a different price for a new member from one who had previously been a member and was applying to be re-admitted as a member. The process is the same, and there is no justification for a person whose membership had lapsed to be treated differently from a new member.</p> <p>The changes required to the Subscription and Fees document:</p> <p>1.1 Entrance Fee (new Membership, Junior Membership excluded) and Re-election Fee (lapsed Membership). Fees are per person. Annual Subscription Fees are extra.</p> <p>1.1.2 Remove.</p> <p>[NB Amendment required to the KUSA Membership Renewal Form]</p>
	5.20		Schedule 8 – Schedule of Documents and Returns to be sent to the Secretary
	5.21		Schedule 10 – Any Matters related to Breed Judging
		5.21.1	<p>Judges Education Council (JEC) Report by Chairman</p>
6			BREED/LIAISON COUNCILS
	6.1		Rottweiler Breed Council of KUSA (RBC)
	6.2		Federation of Boxer Clubs of SA Breed Council (FBCSA BC)
	6.3		GSD Liaison Council
		6.3.1	<p>Grading of Dogs (Fedco 06-2019 item 6.3.1, Fedco 12-20 item 6.3.1) <i>The confirmation of GSD Judges to award Gradings to GSDs in South Africa (ZA) was discussed at Fedco 06-2019 and agreed that the confirmation of any further GSD Judges be deferred to Fedco 12-2019 at which time it was hoped that there would be greater clarity on the effect of international developments.</i> <i>Further information would be tabled.</i></p> <p><i>The matter was deferred to Fedco 06-2020, by which time the JEC needed to be able to offer a Breed Specialisation Course for GSDs. GR informed Fedco of Ms McFarlane's comments on Breed Specialisation contained in an email to him and Fedco thought that it would be appropriate for the Senior Consultant, GM, to confer with Ms McFarlane and request her to provide the JEC with the work she had done so far on the GSD Specialisation Course to enable the JEC to assess what still needed to be completed in order to offer the Course to aspiring GSD Specialists.</i></p> <p>Ms McFarlane has since delivered the German Shepherd Dog Specialisation Study Guide. A report will be tabled by the KUSA GSD Task Team on proposed next steps.</p>
7			GENERAL
8			MATTERS BROUGHT FORWARD BY THE CHAIRMAN
	8.1		German Shepherd Dog Federation of South Africa (GSDFSA) vs Department of Agriculture, Forestry and Fisheries (DAFF) and Others
	8.2		<p>Fedco Portfolios <i>Fedco Members' Portfolios were updated at Fedco 12-20 as follows:</i></p> <p>Clr CJL Griffith <i>Finance, Fédération Cynologique Internationale (FCI), Information Technology, KUSA Constitution & Schedules</i></p> <p>Clr JM Hubbard <i>Fédération Cynologique Internationale (FCI), Budgets, Breed Health, Mondioring, Rescue Dogs, Extraordinary Registrations, Internationale Gebrauchshunde Prüfungsordnung (IGP) and Tracking Trials</i></p> <p>Clr CM Immelman <i>Breed Shows, Handling, Registrations, Exports, Information Technology, Digital Communications, KUSA Web & Social Media.</i></p>

		<p>Clr RD Juckes DNA, Genetic Health Issues, Dog Dancing, Working Trials</p> <p>Clr G Morison Shows, Carting, Canicross</p> <p>Clr DC Sparg Agility, Dog Jumping, Field Trials, Obedience</p> <p>Clr BG Robinson Media/Press, Budgets, KUSA Constitution & Schedules, Club Constitutions & By-laws, Provincial Council Constitutions & By-laws</p> <p>Clr L Thornhill Information Technology, Handling, DNA, Genetic Health Issues, Canine Good Citizen (CGC), Flyball & Rally Obedience, Digital Communication, KUSA Web & Social Media</p>
	8.3	<p>Breed Health The following is quoted from Fedco 12-2019: JH had circulated a comprehensive document from the Raad van Beheer (Dutch Kennel Club), setting out its Breeding Strategy for Brachycephalic Pedigree Dogs, a step with far-reaching implications, as might be clear from the following statement:</p> <p><i>"The Dutch Kennel Club 'Raad van Beheer' supports the Minister in setting rules for the breeding of brachycephalic dogs. The Raad van Beheer plays a supervising role in breeding of pedigree dogs and therefore takes its responsibility, as expressed in "FairFok" (Fair Breeding), and will set additional requirements for issuing pedigree certificates.</i></p> <p><i>In the future, breeders must demonstrate that brachycephalic dogs are proven free of conformation related problems. Healthier dogs will be used for breeding. Both crossbreds and look-alikes will be eligible to enter the studbook in order to breed dogs with a longer muzzle."</i></p> <p><i>JH also deemed it advisable for Fedco to take cognisance of the Cooperation Agreement on Brachycephalic Breeds signed between the FCI President, Dr Tamás Jakkel, and Dr Jane Ladlow of the Animal Health Trust in the UK and the Brachycephalic Obstructive Airway Syndrome (BOAS) Research Group, based at the University of Cambridge.</i></p> <p><i>PM thought it prudent that KUSA should formulate its position on BOAS. In the UK, Australia and New Zealand, the NCOs had been investing in research to guide and assist their breeders and KUSA might consider doing the same, or engaging in collaborative efforts. In line with international trends, KUSA might expect to be challenged by various interest groups on the steps already taken, and to be taken prospectively, to diminish the health problems in brachycephalic breeds.</i></p> <p><i>NdP said that BOAS was obviously an emotive issue and LT agreed. The Clubs for certain iconic brachycephalic breeds needed to play a leading role in eradicating health problems in these breeds and those driving the Breed Health agenda within KUSA ought to take urgent steps to devise possible strategy for consideration at Fedco 06-2020.</i> Work in progress</p>
9		<p>DATES OF FUTURE MEETINGS – TO BE CONFIRMED 2020: November 30 & December 01</p>
10		<p>CLOSING</p>