

MORE MEAT PER HECTARE

CONSTITUTION

OF THE
PINZGAUER CATTLE BREEDERS' SOCIETY
OF
SOUTH AFRICA

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1. DEFINITIONS

When used in this constitution and regulations, unless a contrary meaning is apparent from the context:

"Act" means the Animal Improvement Act, 1998 (Act No. 62 of 1998) and includes the regulations promulgated in terms thereof;

"Animal" means a bovine of the Pinzgauer breed registered or eligible for registration in the Herd Book and the words "cattle", "calf/calves", "dam/s"; "female/s", "bull/s", "male/s" and "sire/s" shall have the same meaning;

"Birth" means the birth of a calf;

"Birth recording" means the procedure whereby the birth of a calf is recorded on the records of the Registering Authority;

"Breed" means a population of animals which produces progeny possessing a high degree of genetic stability as evidenced by identifiable uniformity in breed standards and performance;

"Breeder" means the owner of -

- (a) the dam at the date of birth of an animal;
- (b) an animal at the date of application for registration in the Herd Book; or
- (c) a breeding female animal at the time of natural or artificial conception;

"Breed Standards" means a written set of phenotypic or genotypic standards of excellence determined and applied in terms of the constitution of the society

"Buyer" means the person or persons to whom ownership/joint ownership of an animal is transferred by the seller of such animal;

"Calf Book" means the South African Pinzgauer Calf Book registered by the Registering Authority, the details of all calves born to the breed;

"Centre" means premises registered in terms of the Act for the collection, evaluation,

processing, packing, labelling, storing and sale of semen, embryos or ova;

"Constitution" means the constitution (inclusive of the regulations and minimum breed standards) of the Society;

"Council" means the Council of the Society duly elected in terms of the constitution;

"Department" means the Department of Agriculture in the National government;

"Embryo" means a fertilised ovum of an animal;

"Embryo transfer" means the act of implanting an embryo in a female animal;

"Genetic material" means ova, embryos, semen and any other material originating from an animal through which the hereditary factors of such animal can be transferred;

"Herd Book" means the South African Pinzgauer Herd Book in which shall be registered by the Registering Authority, the details of all animals;

"Identifying" means the physical permanent marking of an animal for the sole purpose of identification by means of either branding, tattooing, VID- and RFID tagging or a combination thereof;

"Inspector/s" means a person/s appointed by Council for the purposes referred to in Clauses 8.6 (i) to (l);

"INTERGIS" (Integrated registration and genetic information system), the computer system which has been developed in co-operation with the Department on which Prefixes and Suffixes must be registered as stipulated by the Act and on which registration and performance data can be integrated.

"Minister" means the Minister responsible for Agriculture;

"Owner" means the person who:

- according to the records of the Registering Authority, possesses the animal concerned; or

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- submits proof to the satisfaction of the Council that the animal concerned is eligible to be so registered, in his name;

"Phase C" means a post weaning growth and feed intake test, mainly aimed at the testing for young bulls;

"Phase D" means a post weaning growth test, mainly aimed at the testing for young bulls;

"Posted" and "in writing" means written communication by means of posted letter, fax, e-mail or any other means of electronic communication which could be considered in writing;

"Production" means growth and production performance, reproduction and/or function;

"Registering" refers to the procedure of registering an animal in the Herd Book or by which a prefix is registered by the Registering Authority on behalf of the breeder on the INTERGIS and a herd designation mark is placed on the records by the Registering Authority;

"Registering Authority" (RA), is an organization which administers the recording of births and parentage, and which is registered as such according to the stipulations of Section 8(7)(a)(ii) of the Act;

"Registrar" means the officer designated as Registrar of Animal Improvement in terms of the Act;

"Secretary" means a person or entity approved by Council to do the administrative work of the Society;

"Seller" means the person or persons being the owner/joint owner/s of an animal according to the records of the Registering Authority, or in the case of an imported animal, the owner in the country of origin, who disposes of such animal;

"Semen" means the semen of a bull;

"Service Provider" means the animal recording organization nominated by the Society to render production recording services, to its members;

"Society" means and refers to the Pinzgauer Cattle Breeders' Society of South Africa;

"South African-bred Pinzgauer(s)" means an animal born in, or whilst in transit to, South Africa; Provided that an animal born from an imported embryo, shall be regarded as an imported Pinzgauer; and

"Studbook Animal" means an animal registered or recorded in the herd book kept by the Registering Authority; and "stud animal", "thoroughbred animal", "registered animal" and "recorded animal" has a corresponding meaning;

Other words and phrases in this Constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in the Act.

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

2. ABBREVIATIONS

When used in this constitution and regulations, unless a contrary meaning is apparent from the context, abbreviations shall have the following meaning:

"AGM" means Annual General Meeting

"AI" means Artificial Insemination

"DNA" means DeoxyriboNucleic Acid (It is the genetic material of a cell)

"ET" means Embryo Transfer

"ICP" means Inter-Calving Period or Inter-Calving Interval, which is the period between successive calves

"POPIA" means Protection of Personal Information Act

"RFID" means Radio Frequency Identification

"RA" means Registering Authority **"RSA"** means the Republic of South Africa

"VID" means Visual identification

Other abbreviations in this Constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in the Act.

3. APPLICABLE DOCUMENTS

- 3.1. COUNCIL MEMBER NOMINATION FORM (document PG-02)
- 3.2. INSPECTION OF BREEDING ANIMALS (document: PG-03)
- 3.3. GUIDELINES AND RULES FOR AUCTIONS AND PRIVATE SALES (document: PG-04)
- 3.4. SHOWS AND JUDGING OF BREEDING ANIMALS (document: PG-05)
- 3.5. GUIDELINES FOR MENTORSHIP PROGRAMS (document: PG-06)
- 3.6. SCHEDULE OF FEES (document: PG-07)
- 3.7. PORTFOLIOS OF THE COUNCIL (document: PG-08)
- 3.8. DUTIES OF THE SECRETARY (document: PG-09)
- 3.9. MEMBERSHIP APPLICATION FORM (document: PG-10)

4. NAME OF THE SOCIETY

The name of the Society is the Pinzgauer Cattle Breeders' Society of South Africa

4.1. Vision

To be the Cattle Breeders' Society that sets the standards for all facets of breeder recruitment, support, development and genetic animal production improvement.

4.2. Mission

Our purpose is:

- (a) Recruitment, support and retaining of Society members, our clients.
- (b) Marketing support to members and an orderly increase in Pinzgauer numbers to provide for a growing demand.
- (c) To improve the genetic breeding and commercial value of the National Pinzgauer herd in Southern Africa by building the breed through proper record keeping, production recording and sound selection criteria.
- (d) Strive towards the continuous definition and improvement of the breed characteristics.
- (e) Establishment of new and unrelated genetic lines by importing semen and/or embryos to reduce inbreeding and for the protection and expansion of the South African Pinzgauer genetic diversity.
- (f) The maintaining of, and where required by the member breeders, the updating of the constitution of the Society.
- (g) Support to emerging cattle farmers through mentorship and study groups.
- (h) Build and maintain sound relationships with the International Pinzgauer Cattle Breeders' Association and other Country based Pinzgauer Societies and Organizations.

4.3. Code of Ethics

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- (a) We strive to offer the highest possible value to our clients, the existing and prospective breeders, who want to start or extend a Pinzgauer stud.
- (b) We trade our cattle in a free-market environment, price driven by supply and demand, with superior breeding value and good, supportive service as the basis.
- (c) Prospective clients are informed in advance regarding the management responsibilities that stud breeding requires, as well as the realistic financial expectations for the intended enterprise.
- (d) We as breeders support and discipline each other to ensure that new clients will feel satisfied and cared for within the Society, during the initial buy- and registration transaction and over the long term as registered breeder.
- (e) We develop and maintain long term, mutually beneficial relationships with our stakeholders. (Co-breeders, government institutions, the Society's appointed Registering Authority, sponsors, other breed societies, etc.)

5. OBJECTIVES

Subject to the provisions of the Act and of this Constitution, the objectives of the Society shall be:

- (a) to encourage and promote the breeding, recording, registration and the improvement of the genetic production potential of Pinzgauer animals in the RSA and internationally;
- (b) to maintain unimpaired the purity of the Pinzgauer breed in RSA and promote the interests of the breed by all possible and available means;
- (c) to encourage members to participate in production recording with the service provider nominated by the Society for this purpose;
- (d) to encourage the collection, preservation and development of the breed by sound selection in accordance with the breed standard of the Pinzgauer and to eliminate contamination by other or foreign breeds;
- (e) to compile and maintain breed standards and breeding objectives for the Pinzgauer Breed, based on production recording records and visual appraisal for genetic defects and conformation in as far as it is related to functional efficiency. For this purpose, all production recording data shall be made available to the Council, Inspectors and appointed subcommittee/s;
- (f) to compile, keep and maintain accurate records of the pedigrees and particulars of all animals duly registered in the Herd Books of the Society as administered by the Registering Authority;
- (g) to promote the marketing of Pinzgauer cattle in South Africa and internationally;
- (h) to promote the competitive showing of animals at Agricultural Shows;

- (i) to safeguard and advance the common interests of breeders in RSA, and generally to give effect to the objectives contemplated by the Act; and
- (j) to gather and distribute information regarding best breeding practices and to keep members informed regarding relevant scientific and other developments.

6. POWERS OF THE SOCIETY

Subject to the terms of the Constitution, the Society shall have the power and the obligation:

- (a) to carry out such functions and perform such duties as are or may be imposed upon it by virtue of its incorporation in terms of the Act and its affiliation with the Registering Authority; and
- (b) generally, to do all such acts as a body corporate may by law perform and which the Society may deem necessary for the attainment of its objectives; and
- (c) to adhere to the provisions contained in section 30B of the Income Tax Act 58 of 1962 in the operations of the Society.

The Society, being a non-profit organisation, will not-

- (d) carry on any profit-making activities; or participate in any business, profession or occupation carried on by any of its members, or provide any financial assistance, premises, continuous services, or facilities to its members for the purpose of carrying on any business, profession or occupation by them;
- (e) have the power to carry on any business, including, inter alia ordinary trading operations in the commercial sense, speculative transactions, divided stripping activities as well as the letting of property on a systematic or regular basis;
- (f) be directly or indirectly controlled by a single person with decision making powers;
- (g) directly or indirectly distribute any of its funds or assets to any person other than as a reasonable remuneration for services rendered to the Society;
- (h) allow any employee of the Society, except in the performance of his contractual duties as employee, to render any direct service or be connected with any direct business with a specific breeder or group of breeders, concerning the purchase or sale of Pinzgauers; and
- (i) in general will not knowingly be implicated in any of its operations contradicting its exemption from tax under section 10(1)(cA)(i)(ff) of the Income Tax Act.

7. MEMBERSHIP

7.1. Eligibility

Subject to the provisions of Clause 7.2, membership of the Society shall consist of certain categories of members.

7.2. Categories of Membership

7.2.1. Ordinary Members

Persons residing in the RSA who are directly or indirectly engaged, in the breeding of Pinzgauer cattle, shall be eligible for membership of the Society as Ordinary Members who shall enjoy all the rights and privileges of membership. An Ordinary Member will qualify to vote at any general meeting of the Society, and to be elected to the Council, after 12 months of ordinary membership of the Society, through the ownership of five head of female breeding stock (cows or heifers) registered with the Society or through direct active breeding on behalf of the owner of Pinzgauer stud cattle registered with the Society. For the purposes of this sub-clause a company, trust, close corporation, or partnership shall be deemed to be a person and, subject to Clauses 7.2.1 and 7.3, be eligible for Ordinary Membership of the Society. Persons under the age of eighteen may register as Ordinary Members of the Society but will not have voting rights under law.

Membership fees will be in accordance with Clause 3.6.

7.2.2. Commercial Members

Persons who are engaged in the breeding of commercial Pinzgauer cattle shall be eligible for membership of the Society as Commercial Members who shall enjoy all the rights and privileges of membership, excluding the right to vote at any general meeting of the Society, and not being eligible for election to the Council. Membership fee will be 25% of Ordinary Membership fee (Clause 3.6).

7.2.3. Educational Members

Any person or institution engaged in the study or training of cattle related subjects may apply to be an Educational Member of the Society, upon such conditions as the Council may determine: Provided that an Educational Member may not vote at meetings of the Society and is not eligible for election to the Council. Educational membership is exempted from the payment of membership fees.

7.2.4. Honorary Life Members

For special services in the interest of the Pinzgauer breed, a person may at an Annual General Meeting, upon a proposal by Council, be elected an Honorary Life Member, on condition that any proposal by any member for such election has been submitted to Council at least 14 days prior to the AGM. No person shall be eligible for Honorary Life Membership unless the proposal is supported by Council. An Honorary Life Member shall enjoy all the rights and privileges of membership: Provided that an

Honorary Life Member will not have the right to vote at any meeting of the Society and is not eligible for election to Council.

7.3. Company, Trust, Close Corporation or Partnership

- (a) A company, trust, close corporation, or partnership applying for Ordinary Membership shall disclose to the Society such facts as may be necessary to determine the nature of the controlling interest therein and shall then, or at any time thereafter, in addition to the requirements imposed in respect of all applications, furnish the Society with the name and address of the person appointed by it to act as its representative at meetings of the Society. This appointed representative shall, in writing confirm his acceptance of this appointment to represent the company, trust, close corporation or partnership at the Society. Such person shall have the right to nominate in writing, one of the officials of the company, trust, close corporation, or partnership as an alternate, which nomination shall be handed to the Secretary at least 48 hours prior to the meeting at which such alternate will be present.
- (b) All communications posted to such authorized representative referred to in Clause 7.3(a) shall be deemed to be duly served upon the company, trust, close corporation or partnership, and at all meetings at which such authorized representative is in attendance on behalf of the company, trust, close corporation or partnership, such company, trust, close corporation or partnership shall be deemed to be duly represented.
- (c) The person so appointed to represent such company, trust, close corporation, or partnership shall have full voting powers and shall be eligible for election to Council in terms of Clause 8.
- (d) Should such company, trust, close corporation or partnership cease to comply with the requirements of Ordinary Membership as laid down in Clause 7.2.1, its rights shall automatically be terminated, and the provisions of Clause 7.3(e) shall mutatis mutandis apply in respect of such company, trust, close corporation or partnership.
- (e) The liquidation of a company or close corporation and the dissolution of a trust or partnership shall automatically result in the termination of its membership of the Society.

7.4. Application for Membership

- (a) Application for Membership of the Society shall be made personally to the Secretary in writing in accordance with Clause 3.9 and shall be accompanied by the relevant subscription and/or entrance fees as set out in accordance with Clause 3.6 for

submission to and approval by Council. Applications via 3rd parties and brokers will not be accepted.

- (b) Council may admit any applicant to membership of the Society either unconditionally or on such conditions as it may determine, or it may refuse admission to membership, without disclosing the reason for such refusal.
- (c) An applicant to whom admission to membership has been refused shall be entitled to a refund of any fees forwarded with his application for membership.

7.5. Rights and Privileges of Members

Save for executors of deceased estates, trustees of insolvent estates and liquidators of companies or close corporations, the rights and privileges of every member of the Society shall be personal to them and shall not be transferable or transmissible either by his own act or by operation of law. These shall include the following rights:

- (a) to receive all reports and other matters published by the Society for distribution amongst members;
- (b) to apply for the registration of animals under the Society's rules;
- (c) to attend all General Meetings of the Society and in the cases indicated above, the right to vote at such meetings;
- (d) to receive expert technical advice on Pinzgauer matters from the Society's Inspectors and officials (cost of same to be defrayed by the applicant); and
- (e) to consult and use the Society's official reports.

7.6. Subscriptions and Fees

- (a) All subscriptions, fees or any other dues and commissions, in accordance with Clause 3.6, shall from time to time be determined by Council.
- (b) The annual subscriptions and fees shall become due and payable in advance on 1st March and shall be deemed to be in arrear, if unpaid on 30th June.
- (c) Any member whose subscription is in arrear, or who is indebted to the Society in respect of any fees or dues for a period longer than 30 days after a demand for payment has been posted by the Secretary, shall cease to enjoy any of the rights and privileges of membership until such time as such indebtedness has been paid in full.
- (d) Interest will be levied and collected on arrear accounts at a rate determined by Council from time to time.
- (e) Any member who, for any reason whatsoever, has ceased to be a member of the Society shall remain liable for all amounts due to the Society, as at the date on which his membership ceases.

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- (f) Should the Council determine that an account is in arrear, and should such account be handed over for collection, the member shall be liable for payment of all legal charges, collection, and attorney and client costs entailed in addition to the principal amount, fines and penalties owed by him.
- 7.7. Resignation and Expulsion of, or suspension of services to Members
- (a) Any member may resign from the Society by giving not less than one month's written notice to the Secretary: Provided that such resignation shall not take effect before and until all moneys owed to the Society by such a member have been paid, and furthermore until such member has discharged all his obligations in respect of registrations, transfers or any other obligation he would have had to discharge as a member of the Society.
- (b) Council may expel, and/or suspend its services to any member who –
- despite due notice and demand posted by the Secretary continues to remain in arrear in respect of such fees or dues for a further period of 60 days;
 - has acted in any manner which in the opinion of the Council is or may be prejudicial or detrimental to the interests of the Society, any of its members or the Pinzgauer breed;
 - has infringed any provision of the Constitution; or
 - has been found guilty of an offence under the Act;
- (c) No proceedings for expulsion or suspension of services shall be initiated against any member of the Society unless the Secretary has at least 30 days prior to the date of the Council meeting at which such alleged breach is to be dealt with, posted to such member a notice of his proposed hearing, and calling upon him, if he so wishes, to present, either personally or through his duly authorized representative, his defense at such meeting of Council.
- (d) Any member who has been expelled or to whom services have been suspended, shall be notified by the Secretary in writing within a period of ten days from the date upon which the resolution affecting his expulsion or suspension of services was passed. In the event of a suspension of services, the member will at the same time be informed in writing of the terms and conditions of the suspension as well as of the applicable period.
- (e) Upon due expulsion of a member, the Council must direct the Secretary forthwith to remove from the Herd Book, Website, Social media pages, and any other registers or records of the Society, the name of the member so expelled, and to apply to the Registering Authority and to INTERGIS for the cancellation of all registrations effected by it, in respect of animals bred by the expelled member and owned by him at date of his

expulsion.

- (f) A person who, for whatever reason, has ceased to be a member of the Society may thereafter again be admitted to membership, upon application made in terms of Clause 7.4.

7.8. Register of Members

- (a) The Society shall keep a register of all members reflecting the date of their admission to membership, their postal addresses, their e-mail addresses, contact numbers, the amounts received from them with the date of payment, and arrears, if any, which may be due. A personal file will be kept by the secretary for each member. All personal information will be handled and secured in compliance with the POPIA.
- (b) Every member shall communicate in writing to the Secretary any change of his postal and/or email address as well as his telephone and mobile number, and all notices posted to a member shall be considered as duly delivered to him.
- (c) The Secretary shall submit to the Registering Authority such information as it may require concerning admissions to membership, terminations of membership, postal- and e-mail addresses and telephone and mobile numbers of members.

8. COUNCIL

8.1. Election of Council

Three to five members shall be elected by ballot or virtual vote by the members entitled to vote at the Annual General Meeting or at a Special General Meeting called for that purpose and shall hold office until the first Annual General Meeting, following a two-year term. After the two-year term, one third of the elected Council members will step down and become eligible for re-election, while the remaining Council members will remain in office for the following two-year term, where after the election process of stepped down member(s) will repeat itself. The priority for Council Members to step down will be determined by the number of votes for the individuals during election.

Members who propose fellow Members for election to Council must have the consent of the nominated Member, and motivate the nomination as to the background, relevant experience and/or qualifications of the nominee to support and execute the duties of the Council. The Secretary must receive the nomination in writing (refer Clause 3.1 for Nomination Form) at least 14 days before the meeting. A seconder is required for each nomination.

8.2. Election of President, Vice-President and Treasurer

The President, Vice-President and Treasurer shall be elected from and by the newly elected Council. The President and Vice-President are elected for a period of two years and can be re-

elected for a further period of two years where after they have to stand down for two years. If re-election after two years extends beyond the terms of election stated in 8.1, the election as President or Vice President, is accepted for the period elected in these positions. The Treasurer is elected for two years where after he can be re-elected.

After a President has served for four years and must stand down according to Clause 8.2, he stays on Council for one year as *ex-officio* President in an advisory capacity with no right to vote.

8.3. Co-opted Council Members

In addition to the elected members of Council, additional persons with specific skills may be co-opted by Council to serve in an advisory capacity for a specific need: Provided that such co-opted person have no right to vote and cannot be elected on Council.

8.4. The Secretary

There shall be a secretary to the Society. The duties of the Secretary, as determined by the Society, is stipulated in Clause 3.8. The Secretary will attend Council meetings, but without any voting rights.

8.5. Vacancies and dismissals from the Council

- (a) Should any member of the Council die, resign, be dismissed or cease to be a member of the Society, or be called upon to fill the office of President, Vice-President or Treasurer as provided for in Clause 8.2, the Council may appoint another member of the Society as his substitute with full powers and for the unexpired period of his term of office. The Council shall be deemed to be duly constituted and shall continue exercising all the powers conferred upon it, notwithstanding any vacancies in its body.
- (b) In the event of the office of President, Vice-President or Treasurer becoming vacant before the expiration of the period for which he was elected the Council, at its first ensuing meeting by ballot or in such manner as the meeting may determine, shall for the unexpired term of that period elect one of the serving council members to fill the vacancy.
- (c) Members of Council absenting themselves from two consecutive meetings without satisfactory reasons, shall automatically vacate their seats.

8.6. Powers and Duties of the Council

Council shall, subject to the terms of the Constitution and the Act and subject further to the directives of the General Meetings of the Society as given from time to time, have the power to do all such things it deems necessary or advisable in the interests of the Society and for the advancement and attainment of the Society's objectives and shall have the power –

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- (a) to appoint, dismiss or suspend such attorneys, or other legal representatives, auditors, agents, officers or officials or other employees for permanent, temporary or special services as it may deem fit; to determine their powers and duties and to fix their remuneration and conditions of service and to require such security for the due performance of their functions as it may in particular cases deem expedient;
- (b) to institute, conduct, defend, compound or abandon any legal proceedings by or against any of its officers or officials or other employees in connection with the affairs of the Society, and to compound or allow, or ask for time for payment or satisfaction of any debts due to or any claim or demand by or against the Society;
- (c) to open one or more banking accounts in the name of the Society, and to draw, accept, endorse, make or execute any bill of exchange, promissory note, cheque or other negotiable instrument in connection with the conduct of the affairs of the Society.
- (d) to invest, or in any other manner deal with any moneys not immediately required for the purposes of the Society, upon such securities and on such terms as it may deem fit and, from time to time, change or realize any such investments: Provided that funds available for investment must be invested with registered financial institutions as defined in section 1 of the Financial Institution (Investment of Funds) act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act No 1 of 1985) and in compliance with the Financial Intelligence Centre Act (38 of 2001).
- (e) to lend or borrow money for the purposes of the Society upon security determined by it; to enter into indemnities, guarantees and surety ships and to secure payment there under in any way; to make donations; to undertake and execute any trust; to secure the payment of moneys borrowed in any manner, including the mortgaging and pledging of property, and, without detracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security;
- (f) to purchase, hire, take on lease or acquire for the purpose of the Society, buildings, land, goods, chattels and effects; to sell, mortgage, pledge, let, alienate or otherwise dispose of any movable or immovable property belonging to the Society, and to apply the consideration arising there from in such a manner as it may consider to be to the best advantage of the Society.
- (g) to manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with all, or any part,

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- of its property and assets;
- (h) to co-opt the services of any member of the Society or other person and to appoint persons or subcommittees upon such terms and with such powers as it may from time to time deem expedient: Provided that the President and Vice-President of the Society shall be ex officio members of all subcommittees with full rights and privileges;
 - (i) to facilitate and arrange the training of Inspectors for the examination of animals for the purpose of fulfilling the objectives of the Society;
 - (j) to determine the criteria, curriculum and qualifications to which inspectors of the Society shall conform and to document these requirements in a protocol;
 - (k) to appoint and register with the Registering Authority, or discharge Inspectors for the inspection of animals submitted for registration, and for such other purposes as members of the Society may require the service of such Inspectors and to give such Inspectors instructions and powers in regard to their duties for the purpose of ensuring that the objectives of the Society are being carried out;
 - (l) to order an investigation by Inspectors of the Society in any case where records are not properly kept or where any doubt should arise as to the correctness of the identity of any animal or animals, and to take such action as it may consider advisable in the interests of the Society;
 - (m) to remunerate any person or persons for services rendered and to have the right to establish schemes for the provision of pensions, gratuities and other incentives for its office-bearers and employees when deemed applicable;
 - (n) to convene a general or any other meeting of the Society, either in compliance with a special request thereto made in accordance with the provisions of the Constitution or otherwise if it is deemed necessary;
 - (o) to grant leave to absence to any member of Council or any official or employee of the Society, for such period and upon such terms as it may in each case determine;
 - (p) to impose and exact such penalties as may be prescribed from time to time for contravention or infringement of the Constitution, rules and regulations of the Society;
 - (q) from time to time, subject to the provisions of Clause 7.6, to adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary;
 - (r) to pay all costs and charges in connection with the administration management of the

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affairs of the Society;

- (s) to receive and consider applications for membership and to accept or refuse
- (t) such applications at its discretion;
- (u) to collect and receive subscriptions, fees, donations, other dues and funds and to devote same towards the objectives of the Society and towards promoting the Pinzgauer breed;
- (v) to formulate and propose to the Annual General Meeting or a Special General Meeting for approval by the members, the alteration of, or to rescind rules and regulations for conducting the business and carrying out the objectives of the Society and to propose amendments to any clause, annexure pertaining to the Constitution or applicable document, as may be necessary from time to time and to investigate disputes arising from the application of the Constitution and to give decisions in regard thereto;
- (w) to organize and promote sales, either by public auction or private treaty and for such purposes to appoint auctioneers and agents;
- (x) to nominate a person or persons to represent the Society on any committee, body or organization as may be necessary and/or requested by the various committees, bodies or organizations the Society are affiliated with;
- (y) for the better and more convenient carrying on and fulfilment of the business of the Society to appoint one or more members or officials with power and authority to sign and receive documents, papers and process, and to act, sue and be sued on behalf of the Society;
- (z) to cancel membership of any person in accordance with Clause 7.7;
- (aa) in accordance with Clause 7.6(c) to refuse inspection, registration and other work for members whose accounts are overdue;
- (bb) generally, to perform all such acts as may be necessary for the welfare of the Society and the conduct of its affairs, provided always that any action taken, or instructions given, shall not be contrary to the terms of the Constitution.

9. MEETINGS

9.1. Council Meetings

- (a) The Council shall meet at such time and place as it may from time to time determine, or as may be requested by the President: Provided that not less than two Council Meetings shall be held in each financial year.

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- (b) A Special Council Meeting -
 - i. May be called by the President (or in his absence by the Vice-President) at such time and place as such office-bearer may decide, or
 - ii. Shall be called upon a requisition signed and addressed to the Secretary, by not less than two members of the Council stating the reasons for such meeting.
- (c) Not less than 14 days prior to the holding of a Council meeting, written notice of the medium (physical or digital), time, date and venue together with the agenda of such meeting shall be posted by the Secretary to each member of the Council.
- (d) No resolution of the Council in respect of any matter shall be varied or rescinded unless the resolution varying or rescinding the same be passed at a meeting in respect of which not less than 14 days' notice specifying the intention to vary or rescind has been given to all Council members: Provided that a resolution may be varied or rescinded without such notice, if all members of the Council are present and so decide.
- (e) Copies of the Minutes of the Council meetings shall be supplied to all persons serving on the Council.
- (f) Minutes of Meeting for all Council Meetings shall be kept on record by the Office of the Society.

9.2. General Meetings

General Meetings shall be open for attendance by all paid-up Members of the Society.

- (a) A General Meeting of the Society to be known as the Annual General Meeting shall be held once a year by such medium (physical or digital) and at such time and venue as may be determined by the Council. This Annual General Meeting shall however not be held later than three months after the end of the previous Financial Year, which ends on 28 February of each year. At such Annual General Meeting,
 - i. Council shall submit its annual report;
 - ii. Council shall submit a financial report and duly audited balance sheet and statement of the financial affairs of the Society as at the end of the previous financial year;
 - iii. Council shall submit a provisional program and estimated budget for the following financial year;
 - iv. the Meeting shall transact any other business which under this Constitution is required to be transacted at the Annual General

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Meeting;

- v. the Meeting shall consider any other matter for which due notice has been given in terms of sub-clauses (b), (c) and (d).
- (b) A Special General Meeting of the Society may at any time upon 30 days written notice to members, be called -
- i. by Council; or
 - ii. by the President (or in his absence by the Vice-President);
 - iii. upon a written request signed and addressed to the Secretary, by not less than six members of the Society, stating the business to be transacted at such meeting. Only the items listed in the request, shall be dealt with during this meeting.
- (c) Not less than 60 days prior to the holding of the Annual General Meeting a preliminary notice of the medium (physical or digital), time, date and venue of the meeting shall be posted by the Secretary to every member. Any member intending to put forward anymatter for discussion at the Annual General Meeting shall give written notice thereof to reach the Secretary not less than 40 days prior to the holding of the meeting. No subject put forward by any member shall be put on the agenda of the Annual General Meeting unless the requisite notice of motion has been given in terms of this sub-clause.
- (d) Not less than 30 days prior to the holding of any General Meeting a final notice of the medium (physical or digital), time, date and venue of such meeting together with the agenda of such meeting and the audited financial statements of the previous financial year, shall be posted to each member of the Society.
- (e) No resolution shall be taken at a General Meeting in respect of any matter unless notice thereof appears in the agenda sent to the members, with the notice calling the meeting, unless such meeting agrees by two thirds of the members present and entitled to vote that any matter not specifically on the agenda, shall be discussed and voted upon: Provided that this concession does not apply for any Constitutional matter.
- (f) A copy of the Minutes of Meeting of all General Meetings shall be supplied to each member of the Society within 90 days.
- (g) The Minutes of all meetings shall be approved at a subsequent similar meeting and signed by the President, or in his and the Vice-President's absence, the person who may chair the subsequent meeting, after a nomination and

seconded from the Members of the Meeting. Any differences and/or disputes shall be recorded in the Minutes of Meeting of this subsequent meeting, for resolution. The approved Minutes of Meeting shall be proof thereof that all the proceedings were conducted properly and that all elections, appointments and resolutions adopted at the meeting are valid and binding.

9.3. Chairperson

The President or Vice-President, in this order, shall preside at all meetings and should not one of them be present at any meeting, the members present thereat shall elect another member to preside at such meeting, and any person so elected shall in relation to that meeting, have all the powers and fulfil all the duties of the President: Provided that in the event of the death of the President, the Vice- President shall act as President until the next Annual General Meeting of the Society.

9.4. Voting Procedures

All matters submitted to any meeting shall, save as is otherwise provided, be decided by the votes of the majority of those members present in person and entitled to vote and in the event of an equality of votes, the person presiding at the meeting shall have a casting vote as well as a deliberative vote. Each paid-up and eligible to vote Member of the Society can vote. Subject to the provisions of Clause 8, voting at meetings shall be by show of hands (either physical or via video conferencing) or secret ballot (either physical or via electronic messaging).

9.5. Non-receipt of Notices

No business otherwise properly and constitutionally transacted at any meeting shall be invalidated by reason only of the non-receipt by any member of the notice required to be given to such person in terms of the Constitution.

9.6. Quorums

- (a) Fifty percent (50%) plus one member of the Society, entitled to vote and present (either physical or via video conferencing) at the commencement of any General Meeting, shall form a quorum for such meeting.
- (b) Two Members of the Council, present (either physical or via video conferencing) at any Council meeting and entitled to vote, shall form a quorum for such Council meeting.
- (c) If at any meeting a quorum is not present, the meeting shall stand adjourned for half an hour after which the members then present, shall form a quorum for the disposal of such business (other than any amendment to the

Constitution) as the presiding member may declare to be of an urgent nature, and such adjournment for half an hour shall be without prejudice to the rights of the meeting.

10. FINANCIAL PROVISIONS

- 10.1 Council shall cause one or more banking accounts to be opened in the name of the Society and any amounts accruing to the Society, shall be deposited in such banking account or accounts as the Council may direct.
- 10.2 All payments from the funds of the Society shall be affected by the Secretary by means of Electronic Funds Transfer (EFT), with written authorization from the Treasurer. Provided that nothing herein contained shall prevent Council from maintaining and operating a petty cash fund, or from paying in cash such ordinary and usual monthly accounts as do not in total exceed a sum determined by Council, and provided that the total sum necessary for the payment of such accounts is done by EFT.
- 10.3 Council shall cause proper books of account of income and expenditure to be kept in respect of the Society. All accounts shall be audited from time to time but not less than once every year by an auditor or auditors appointed by Council.
- 10.4 All the property of the Society shall be controlled by the Council and the Council shall maintain an Asset Register for the purpose of recording and managing the capital assets of the Society.
- 10.5 The income and property of the Society, from whatever source derived, including profits or gains, shall be applied solely to the promotion and furtherance of the objectives of the Society, and no part thereof shall be paid or transferred, directly or indirectly by way of dividend or bonus or otherwise, to any persons who at any time are or were members of the Society: Provided that nothing therein herein contained shall prevent the reasonable payment in good faith of remuneration to any employee or other person/s for services rendered to the Society.
- 10.6 The Society's financial year shall commence on 1st March of each year and end on 28th February of the next year.

11. AFFILIATIONS

The Society shall:

- 11.1 maintain membership to the International Pinzgauer Cattle Breeders' Association;

- 11.2 in accordance with the Act, affiliate with a registered Registering Authority; and
- 11.3 may further by a majority vote of at least two-thirds of the members personally present, voting and entitled to vote at any General Meeting, affiliate with or incorporate any association, society or organization having aims and objectives kindred to those of the Society.

12. ELECTION OF A REPRESENTATIVE/S TO THE AGM OF THE REGISTERING AUTHORITY

Council shall appoint a representative or representatives to the Annual General Meeting of the Registering Authority in accordance with Clause 8.6 (x).

13. AMENDMENTS TO THE CONSTITUTION

- 13.1 The Constitution may be added to, altered, varied or amended by a resolution approved by not less than two-thirds of the members present, and entitled to vote at a General Meeting of the Society, of which proposed addition to, alteration, variation or amendment of the Constitution, not less than 30 days' written notice has been given to each member of the Society.
- 13.2 Any addition to, alteration, variation, or amendment of the Constitution, must, according to Section 12 of the Act, be submitted to the Registrar within 30 days after the decision at a General Meeting to add to, alter, vary or amend the Constitution has been taken.
- 13.3 If the Registrar is of the opinion that such addition, alteration, variation or amendment is inconsistent with the provisions of the Act, he or she shall notify the Breeders' Society within 30 days in writing thereof and of the grounds on which the decision has been made whereupon the addition to, alteration, variation or amendment shall be null and void.
- 13.4 If no notification from the Registrar is received, any addition, alteration, variation or amendment to the Constitution, will only be of any force after the 30 days implied in 13.3, notwithstanding that it has been passed in the manner prescribed in Clause 13.1.
- 13.5 Any amendment to the Constitution shall also be submitted to the Commissioner for the South African Revenue Service.

14. OFFICE OF THE SOCIETY

The office of the Society shall be at any center as may be determined by Council from time to time subject to confirmation by the ensuing General Meeting of members.

15. DISSOLUTION OF THE SOCIETY

If, upon the winding up liquidation or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, such property shall not be paid to or distributed amongst the members of the Society, but shall be given or transferred to such other institution or institutions having objectives similar to those of the Society as may be determined by a majority decision of a general meeting of the Society and which is itself exempt from income tax in terms of section 10(1)(cB)(i)(ff) of the Income Tax Act.

16. EMPLOYEES OF THE SOCIETY

No employee of the Society shall, except in the performance of his duties as such an employee, render any service or be connected with any business concerned with the purchase or sale of animals.

17. DELEGATION OF POWERS

Notwithstanding anything to the contrary in the Constitution, any member may under power of attorney, duly executed and filed with the Secretary, authorize another person to sign on his behalf any birth notification, application for registration, application for transfer, certificate of transfer, certificate of service, returns or reports or any other document in connection with the administration of a Stud. Any such signature given by such authorized person shall be accepted by the Society as being valid and binding as if it had been given by the member himself:

Provided that nothing herein contained shall entitle such authorized persons in any manner whatsoever to participate in the nomination of, or voting for, any member of Council, or voting on any matter where his principal has a vote, or to attend any meeting on his principal's behalf.

18. INDEMNIFICATION

Save for any criminal action, Council members and Officials of the Society, will be indemnified from any action due to conduct in good faith in the interest of the Society. The Society will be responsible for any costs resulting from such actions which might follow from conducts in good faith in the interest of the Society.

19. AUTHENTIC VERSION OF CONSTITUTION

This Constitution and Annexures hereto having been drawn, submitted and considered in English, the English version shall be deemed to be the authentic version.

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ANNEXURE A: REGULATIONS APPLICABLE TO THE PINZGAUER CATTLE BREEDERS' SOCIETY OF SOUTH AFRICA

1. PURPOSE

The purpose of these Regulations is to regulate the operational activities of members (breeders) to protect the integrity of the breed by employing suitable practices, record keeping, breed practices and compliance aspects towards the Regulations, Constitution, the Act and other applicable legislation.

2. HERD BOOK

The registration system of the Society shall consist of the Herd Book, be it computerized or in any other form, which shall be maintained and operated by the Society's Registering Authority in terms of the Act.

2.1. Herd Book

The Herd Book to be known as the Pinzgauer Herd Book, will consist of:

2.1.1 Appendix Division; and

2.1.2 Studbook Proper (SP)

Progeny of registered females mated to a registered bull shall be eligible for registration in the Herd Book:

Provided that they comply with all registration requirements in terms of the Society's Constitution and the Registering Authority;

Further provided that they conform to the Pinzgauer Herd Book and Breed Standards as defined in the Constitution;

Further provided that an inspection by an Inspector appointed by the Council, will be a pre-requisite for registration in all the Appendixes and Studbook Proper.

2.2. Publishing of Herd Book

(a) The Herd Book may when deemed necessary by Council or on request by the Society, be published by the Registering Authority on behalf of the Society.

(b) Volumes of the Herd Book may be sold at a price calculated to cover the cost of printing and publishing thereof, as Council may determine.

2.3 APPENDIX DIVISION

(a) APPENDIX A

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- (i) Female animals older than 12 (twelve) months exhibiting all the true phenotypic characteristics of a Pinzgauer, as prescribed in the Minimum Breed Standard, will be eligible for registration in Appendix A of the Herd Book, with the approval of the Council.

(b) APPENDIX B

- (i) The female progeny born from the mating of a Studbook Proper (SP) Pinzgauer bull and an Appendix A female animal that exhibit the true phenotypic characteristics of a Pinzgauer and meet the production and other requirements, as prescribed in the Minimum Breed Standard, will be eligible for registration in Appendix B of the Herd Book, with the approval of the Council.
- (ii) The male progeny born from the mating of a Studbook Proper (SP) Pinzgauer bull and an Appendix A female animal that exhibit the true phenotypic characteristics of a Pinzgauer, will be eligible for registration in Appendix B of the Herd Book, for the sole purpose of building the production performance history of its parents. These bulls will not be submitted for inspection at 24 months of age and will be deregistered.
- (iii) Appendix B bulls shall not be used as stud bulls for the breeding of Pinzgauer animals. Appendix B bulls may participate in Phase C and D production recording.

2.4 STUDBOOK PROPER (SP)

- (a) The male and female progeny born from the mating of a Studbook Proper (SP) Pinzgauer bull and an Appendix B female animal that meet the production and other requirements, as prescribed in the Minimum Breed Standard, will be eligible for registration in the Studbook Proper (SP), with the approval of the Council.
- (b) The male and female progeny born from the mating of a Studbook Proper (SP) bull and Studbook Proper (SP) female animal that meet the production and other requirements, as prescribed in the Minimum Breed Standard, will be eligible for registration in the Studbook Proper (SP), with the approval of the Council.
- (c) Production recording data is compulsory for registration in the Studbook

Proper (SP).

3. PREFIX AND HERD DESIGNATION MARK

- (a) No animal shall be accepted for birth notification and registration unless the breeder has requested the Society previously to, for his exclusive use, register through the Registering Authority, a **prefix** (herd name) by which all animals bred by him and eligible for birth notification and registration shall be designated, with the organization appointed by the Department to manage the INTERGIS. A **herd designation mark** (herd short description or initials) by which such animals shall be identified must furthermore be registered by the breeder with the Society for his exclusive use.
- (b) No prefix shall exceed 18 characters, and the name of a city, town or post office in the RSA shall not be accepted for registration as a prefix.
- (c) The herd designation mark registered for the breeder's exclusive use shall not exceed four characters and shall consist of letters, numbers or a combination of letters and numbers, but shall not consist of the same four letters or the same four numbers.
- (d) Application for the registration of such prefix and herd designation mark shall be made to the Secretary and shall be accompanied by such fee as stipulated in document PG-07 as referred to in Clause 3.6 of the Constitution.

No transfer of a prefix or herd designation mark shall be allowed from one breeder to another, except under such conditions and to such persons as are provided for in the Byelaws to the Constitution of the Registering Authority.

4. IDENTIFICATION

- (a) All live animals of which the births are notified and all animals offered for registration must bear permanent identification marks which shall include a herd designation mark, year number (only last two numbers to identify the year) and a sequence number, beginning with 1 for the first calf each year, and any animal which does not bear the approved identification marks shall not be accepted for the notification of its birth or for subsequent registration by the Registering Authority.
- (b) Branding **and** tattooing shall be the Society's official system of marking for the uniform and permanent identification of all animals submitted for registration in

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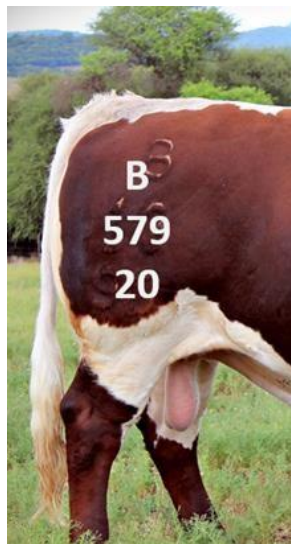
the Herd Book and in the records of the Registering Authority.

- (c) Branding shall be done on the right-hand, rear quarter of the animal and in the position and according to the lay-out indicated below:

Herd designation mark (**B in the example**); Sequence Number (beginning with 1 for the first calf each year, preceding 0's not to be included in branding) (**579 in the example**); and Year number (only last two digits to identify the year) (**20 for 2020 in the example**)

This protocol is different from the previous protocol where the year of birth was the second data field and the sequence number last. This new protocol will assist in branding the number lower down the leg to cause less damage to the quality of the hide.

Animals branded according to the previous protocol before 29 February 2020 is accepted and stay as is.



- (d) Tattooing shall be done in the ear and according to the layout of the breeder's choice but preferably in the order of Herd designation number, year number and sequence number (**GB16-30 in the example**).



- (e) Ear notching is no longer acceptable as identification marking.
- (f) In addition, if desired, ear tagging (visual and/or electronic chip/RFID) may also be used for herd management purposes.
- (g) Every calf must be identified by the breeder within 30 days of birth.
- (h) The year number shall consist of two characters (numbers) indicating the year of birth.
- (i) The birth sequence number shall not exceed four characters.
- (j) Every calf must be tattooed before the age of 6 months and must be branded (hot or cold) before inspection, with its own unique allocated identification, consisting of the herd designation mark, the birth sequence number and the year number to indicate the year of birth. The optional ear tag number shall correspond with these permanent identification markings.
- (k) In the event of a calf younger than 6 months leaving the breeder's possession, such calf shall be tattooed by the breeder before transfer.
- (l) In the event of a breeder making a mistake when identifying a calf, or in the event of a mark becoming defaced or illegible, the owner of the animal shall report the fact to the Council in writing, and the animal shall be re-marked in the presence of an Inspector appointed by Council, after such Inspector has satisfied himself as to the correctness of the identity of the animal. In such instance, the Inspector shall also ensure that the identification registration information at the Registering Authority is also updated in the case where the identification markings changed from the original, e.g. in the case of correction of number duplications.

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- (m) Save for the possible compulsory branding of animals as regulated by legislation or the branding of animals as instructed in the Constitution of the Society as the official method of identification of Pinzgauers to be registered in the Herd Book with the Registering Authority, the branding of any other brand whatsoever on an animal, by the breeder or owner or his agent, is strictly prohibited and the registration of any animal so marked shall be liable to cancellation. This excludes branding by an official Growth Test Station following production recording achievement and breed certification branding, as may be determined from time to time by the Society.
- (n) Subject to the requirements of Clause 4(j), no animal shall be transferred unless clearly marked.

5. NAMES

- (a) In addition to the identification marks referred to in Clause 4, all live animals of which the births are notified and all animals offered for registration must be explicitly named: Provided that the name may be substituted by the animal's identification. Council shall have the right to refuse any application in respect of an animal which in its opinion cannot be clearly identified or is misleadingly named.
- (b) The name shall include the prefix registered in favor of the breeder, and exclusive of the prefix, shall not exceed 20 characters.
- (c) The name of any animal, once accepted for notification of its birth, shall not thereafter be changed or amended, except when the name reflects an obvious error, in which event it shall be permissible to amend the name only to the extent of correcting the error.

6. NOTIFICATION OF BIRTHS

- (a) The breeder of an animal born from a registered dam or one eligible for registration shall notify the Registering Authority within 60 days of its birth, including births within the last trimester of pregnancy, whether it be born dead or alive or retained for registration or otherwise. Births notified after such period shall be accepted subject to the approval of Council and on Payment of a late notification fee as stipulated in Clause 3.6 of the Constitution.
- (b) No birth notification of an animal shall be accepted unless the sire and dam at

the time of service (insemination) were more than eight months old.

- (c) All birth notifications shall be made as approved by the Registering Authority and record thereof shall be kept by the breeder concerned for inspection and checking at all reasonable times by officers of the Society.
- (d) In the event of multiple births, the breeder shall in addition to the particulars ordinarily required, also record with the birth notification the number and sex of the other calves as part of twins, triplets, etc.
- (e) Records shall be kept by the Registering Authority in the name of each breeder of all animals born, whether born dead or alive, whose births have been duly notified by the relevant breeder, and of such other details as may be determined by the Society.
- (f) The pedigree, breeding particulars and identification marks of the animal described with the Birth Notification must be correct, and all the requirements of the Constitution of the Registering Authority and the Act relating to birth notifications, must be complied with.
- (g) The birth notification shall also be accompanied, in the case of an animal imported in utero, by the necessary documents and DNA certificates or any other scientifically proven method, of both the sire and dam, endorsed by the Herd Book Society (or body recognized by the Society and the Registering Authority) in the country of origin, to the effect that -
 - the identity of the sire, as indicated by the said documents, is correct; and
 - that the sire conforms to the minimum breed and production standards and other requirements as may be determined by Society.
- (h) No birth notification will be processed for calves whose parents have not been inspected and passed.

7. RULES GOVERNING ARTIFICIAL INSEMINATION (AI)

- (a) All animals which have been begotten through AI shall be eligible for registration: Provided that all requirements of the Act and the Constitution of the Registering Authority have been complied with.
- (b) No birth notification of a birth resulting from AI, shall be accepted for the purpose of registration unless it is endorsed "Begotten by AI".
- (c) Irrespective of the provisions of Clause 7(a), where different sires are used for the supply of semen for the artificial insemination of the same female at two

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consecutive heat periods less than 28 days apart, no resultant progeny shall be eligible for registration unless the male parentage has been confirmed by DNA test or any other scientifically proven method.

- (d) The Society reserves the right through its officers to supervise and/or inspect the keeping of records in connection with AI by its members.
- (e) The Society and the Registering Authority reserve the right to refuse to register the progeny resulting from AI should any of these rules not be fully adhered to.
- (f) Breeders resident in the RSA who enjoy the privileges of registration of animals under the provisions of the Society's Registering Authority, may apply for registration of progeny begotten by AI:
 - provided that the semen, if not collected from a bull owned by the breeder, is obtained from a source approved by the Society and the Registering Authority and registered as a semen donor according to the stipulations of the Act,
 - and provided further that the collection of semen, the handling thereof, the insemination of the animals and the maintenance of records shall be affected in such manner as prescribed in the Constitution of the Registering Authority, the Act and duly approved by the Society.
- (g) The Society confirms the right of breeders, subject to the provisions of the Act and the Constitution of the Registering Authority, to collect, freeze and store the semen of their own bulls for use in their own herds, and progeny resulting from the use of such semen shall be eligible for registration: Provided that –
 - i. complete details of the ownership of the sire concerned have been submitted to the Society;
 - ii. the official DNA, or any other scientifically proven method, laboratory number of the sire has been submitted to the Society together with a negative test for the 1/29 chromosome translocation;
 - iii. the collection and storage of the semen have been carried out in accordance with the requirements of the Act and the Registering Authority;
 - iv. all requirements of the Constitution in respect of birth notifications and registrations are complied with, and
 - v. the sire must have a five-generation pedigree.
- (h) Semen of a bull may not be used for the insemination of animals of more than five joint or successive owners of that bull, unless it has been approved for the

collection of semen in terms of the Act and the Constitution of the Registering Authority.

- (i) In the case of a transfer of a bull (other than one approved for the collection of semen in terms of the Act and the Constitution of the Registering Authority from which semen has been collected, frozen and stored, the application for the transfer of such bull must be accompanied by a certificate signed by the seller indicating the number of doses of semen stored at the date of transfer.

8. RULES GOVERNING EMBRYO TRANSFERS (ET)

- (a) All animals which have been begotten as a result of ET shall be eligible for registration: Provided that -
 - i. both the male and the female animals which gave rise to the embryo concerned were approved for the purpose by the Society;
 - ii. except in the case of an animal begotten as a result of ET and imported *in utero*, all the following documents are submitted to the Society within 120 days of each embryo transfer –
 - the certificates reflecting the official DNA, or any other scientifically proven method, laboratory numbers of the male and female animals that gave rise to the embryo concerned;
 - a certificate signed by a veterinarian, an embryo transferor, or, in the case of intra-herd ET, by the owner, to the effect that the provisions of the Act and the Constitution of the Registering Authority have been complied with; and
 - in the case of an animal begotten from an imported ovum, a certificate issued by a competent body, recognized by the Society and the Registering Authority, in the country of origin, stating the names, identification and registration numbers of the ovum and semen donors, the date and place of collection, the number of viable ova collected, and the date exported;
 - iii. In the case of an animal begotten as a result of ET and imported *in utero*, the following evidence and documents endorsed by the Herd Book Society (or body recognized by the Society and the Registering Authority) in the country of origin are submitted to the Registering Authority within 30 days of the arrival of the recipient dam in the RSA -

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- evidence of the service or insemination and flushing of the embryo donor;
 - evidence of the transfer of the embryo concerned and date thereof to the relevant recipient dam;
 - five generation pedigrees of both donors;
 - DNA or any other scientifically proven method certificate of both donors and negative test for the 1/29 chromosome translocation;
 - evidence that both donors conform to the minimum breed and production standards and other requirements as may be determined by Council;
- iv. Birth notification in respect of an animal resulting from ET is submitted as stipulated in Clause 6(c);
- v. Confirmation of parentage in each instance by DNA, or any other scientifically proven method, testing is supplied, unless otherwise determined by the Society and the Registering Authority; and
- vi. All other requirements of the Constitution of the Registering Authority in respect of birth notifications, registrations, inspection and/or performance are complied with.
- (b) The Society reserves the right through its officers to supervise and/or inspect the keeping of records in connection with the practice of ET by its members.
- (c) Breeders resident outside South Africa who enjoy the privileges of registration of animals under the provisions of the Constitution, may apply for registration of progeny begotten as a result of ET: Provided that the fertilized ova are obtained from a source approved by the Society, and provided further that the collection of ova, the handling thereof, the in ovulation of the animals and the maintenance of records shall be effected in such manner as may be duly approved by the Society from time to time.
- (d) The Society and the Registering Authority reserve the right to refuse to register the progeny resulting from ET should any of these rules not be fully adhered to.
- (e) Council shall have the right to limit the number of progenies from a donor cow resulting from ET for registration.

9. GESTATION AND INTERCALVING PERIODS

- (a) The accepted gestation period shall be 287 days. The minimum acceptable gestation period shall be 260 days, and the maximum period shall be 308 days.
- (b) The minimum period between the dates of birth of two successive calves out of one cow (inter calving period) shall be 271 days.
- (c) Any gestation or inter calving periods outside these ranges shall not be recognized unless an application providing a reason for an exception has been approved by Council: Provided that such an exception will be subject to the confirmation of the parentage of the calf concerned by DNA or any other scientifically proven method tests.

10. CONFIRMATION OF PARENTAGE

- (a) To confirm the parentage of an animal, the Society shall at any time have the right to insist on an approved parentage verification test of confirming parentage-
 - (i) as a routine procedure, on a basis to be determined by the Registering Authority from time to time; and
 - (ii) in any case of doubt.
- (b) In respect of the DNA and any other scientifically proven method referred to in Clause 10(a)(i) the breeder will be responsible for all costs of all parentage control tests from the second test onwards.
- (c) In respect of the DNA and any other scientifically proven testing method referred to in Clause 10(a)(ii) the owner or the Society, as may be determined by Council, shall bear the costs of the testing, required.

11. REQUIREMENTS AND APPLICATION FOR REGISTRATION

- (a) Inspection shall be a prerequisite for the registration of South African bred or imported animals and except by special permission of Council, no animal shall be registered under the age of 12 months.
- (b) No animal, which does not comply with the minimum Breed and Production Standards as stipulated in the Constitution and Regulations, shall be eligible for registration.
- (c) Any animal of which the particulars recorded at birth or accompanying information or data are open to question and may in the discretion of Council be

debarred from registration.

- (d) No application for registration of a South African bred animal will be considered unless details of its birth have been duly recorded or are accepted for registration in terms of Clause 6, and
- both its parents; or
 - its dam, in the case of an animal imported *in utero* or resulting from imported semen;
- have been registered by the Registering Authority.
- (e) The manner of application shall
- be laid down by the Registering Authority; and
 - be endorsed by the Society to the effect that all the requirements of the Constitution in respect of registration have been met.
- (f) An imported animal or one resulting from imported semen or an embryo shall be eligible for registration provided the requirements of the Constitution have been complied with.
- (g) A pedigreed animal imported into the RSA shall be eligible for registration: Provided that the application for registration is accompanied by -
- (i) a five-generation pedigree;
 - (ii) a certificate of registration or an export certificate issued by a Herd Book Society (or body recognized by the Society and its Registering Authority) in the country of origin;
 - (iii) evidence to the effect that the animal concerned conforms to the minimum breed and production standards and other requirements as stated in the Constitution;
 - (iv) a report of the Inspector confirming that
 - The animal bears the permanent indelible identification marks as recorded on the registration or export certificate;
 - The animal was sold and left the seller's possession on the date stated and that the animal was shipped and/or transported on the date stated: and
 - That the animal arrived on the applicant's farm on the date stated.
- (h) Registration certificates shall be issued by the Registering Authority at request from the owner in respect of imported animals.

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- (i) Animals resulting from the inoovulation of imported ova in respect of which Clause 8 and all other provisions of the Constitution have been complied with, shall be eligible for registration: Provided that such imported ova –
 - (i) Were collected by a competent body in the country of origin (approved by the Directorate of Animal Health of the Registrar of Animal Improvement) from an animal which complied with the minimum requirements for the importation of ova determined by Council and approved by the Registering Authority; and
 - (i) If fertilized, shall have been fertilized with the semen of a sire which likewise complies with the above-mentioned minimum requirements.

12. INSPECTION AND PRODUCTION REQUIREMENTS

The requirements of this Clause have been fully captured in the document: Inspection of Breeding Animals (PG-03), as referred to in Clause 3.2 of the Constitution.

13. REGISTRATION CERTIFICATES

13.1. Original Certificates

- (a) Registration certificates and certificates of extended pedigrees can be printed by breeders directly from the Registering Authority's data recording computer system or will be issued by the Registering Authority at the request of the breeder (at the breeder's cost) or the Society. Certificates issued on request in respect of any animal may with the consent of the Registering Authority be in the form desired by the Society. Data in respect of production recording received from the service provider appointed by the Society for the Society's members' production recording, classification or other information may appear on the registration certificate or classification/performance certificate issued by the contracted production recording service provider.
- (b) Registration data issued by the Registering Authority in respect of animals begotten by artificial insemination shall bear the letter "AI" behind the names of the animals appearing on any such data.
- (c) Registration data issued by the Registering Authority in respect of animals begotten by embryo transfer shall bear the letters "ET" behind the names of the animals appearing on any such data.

13.2. Alterations or Additions to Registration data.

Any alteration or addition to the essential registration information or particulars of any animal officially recorded by the Registering Authority in any animal's registration data, which has not been approved in writing by the Society to the General Manager of the Registering Authority, shall render the cancellation of such animal's registration.

13.3. Cancellation of Births or Registration and Reinstatement of Animals

- (a) Council may direct the Secretary to apply to the Registering Authority for the cancellation of the registration of any animal which has –
- (i) been registered by mistake;
 - (ii) been registered on the strength of false or fraudulent information supplied by the owner;
 - (iii) been registered after the owner has failed to comply with any relevant Byelaw from the Registering Authority or Regulation of the Society; or
 - (iv) in the case of female animals which failed to meet minimum breed standards as prescribed in the Constitution;

And to notify the breeder or owner accordingly.

- (b) In the event of the cancellation of an animal, such animal may be reinstated in the records of the Registering Authority only on recommendation of the Society: Provided that the application for the reinstatement is made by the person who applied for the cancellation of the animal. The reinstatement of any such animal shall be affected upon payment of such fee as prescribed in Document PG-07, referred to in Clause 3.6 of the Constitution.

14. TRANSFER OF ANIMALS

- (a) For the purpose of this Regulation "transfer" means any transaction whereby any person acquires the right to sole ownership of an animal, or to any share or additional share of the ownership of an animal, and the relinquishment of any share in the ownership of such animal or bull (as the case may be).
- (b) Any seller who transfers sole ownership of an animal, or part ownership in an animal, shall within 30 days of the date of such transfer, notify

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- the Registering Authority in writing of the identification of the animal concerned, full particulars of the new owner and all the details of the transfer; and
- the Society with the prescribed fee as prescribed by Clause 3.6 of the Constitution:

Provided that should such application be received by the Society more than 30 days, but within 60 days, or more than 60 days, but within 90 days after such transfer, the fees payable in respect of such transfer shall be respectively double and treble the prescribed transfer fee. Any application for such transfer received by the Society more than 90 days after such transfer shall be accepted and dealt with by the Society subject to such fees as it may determine.

- (c) In the case of sole ownership, the date of transfer shall be deemed to be the date on which the animal left the seller's possession.
- (d) If the animal to be transferred is:
- a pregnant female, the seller shall together with the notification of the transfer, furnish the Registering Authority as well as the buyer in writing with information specifying the name, identification number and registration number of the bull by whom she was served together with the service date/s or of the bull with whose semen she was inseminated, and the insemination date/s, whichever the case may be.
 - a recipient dam, the notification of transfer shall be accompanied by the applicable information in compliance with Clause 7.
- (e) Should the seller for any reason whatsoever fail or refuse to take any steps to affect such transfer, including failing or refusing to provide the relevant registration information in writing and should the buyer be willing to pay such fees as prescribed by Clause 3.6 of the Constitution, Council may take such steps as it deems fit in order to affect the transfer.
- (f) No alteration to an already recorded transfer date shall be affected unless an application in writing to that effect, duly signed by the buyer and the seller concerned, is made to the Registering Authority.

15. JOINT OWNERSHIP OF ANIMALS AND LOAN BULLS

- (a) When an animal is transferred to joint owners, the full name and address of each joint owner shall be submitted to the Registering Authority.
- (b) The joint ownership and use of a bull are subject to the provision of the Act and

the Constitution of the Registering Authority.

- (c) If one breeder makes a bull available to another breeder for a specific period, the Registering Authority must be informed by the owner in writing of the breeder involved, the full identification of the bull and the period involved.

16. REFUSAL OF APPLICATIONS

- (a) In the case of progeny begotten from a dam mated to different males or inseminated with semen from different males at consecutive oestrus periods within 28 days, the Society shall request the Registering Authority to refuse registration unless the male parentage is confirmed by means of DNA test.
- (b) The Society may request the Registering Authority to refuse to accept applications from any person who has intentionally supplied false, inaccurate or misleading information or who has negligently failed to supply any information or particulars which it was his duty to supply within a reasonable time.
- (c) Whenever the Registering Authority has refused to accept applications from any person, the Society may, in addition, request the Registering Authority to cancel any or all previous entries made in the Herd Book on behalf of such person.
- (d) The Society shall not take any action under Clauses 16(a) and 16(b) except after an investigation by a commission consisting of the President and/or Vice-President and two other members appointed by Council, and in accordance with the recommendation of that commission.

17. IMPORTATION AND EXPORTATION OF ANIMALS, SEMEN OR OVA

- (a) Applications to import or export animals, semen or ova, shall, in terms of the Act, be submitted in triplicate, on forms available from the Registrar, to the Society, together with the prescribed fee; the Society shall forward two copies together with its recommendation thereto, and the required documents reflecting the details referred to in Clause 17(b), to the Registering Authority; and the Registering Authority shall in turn submit one copy together with its recommendation to the Registrar.
- (b) Council shall determine minimum breed and production standards and other requirements for the importation and exportation of animals, semen and ova, and no such importation or exportation shall be recommended to the Registering Authority by the Society, unless the said requirements are complied with.

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- (c) Only imported animals and animals resulting from the importation of semen or ova which comply with the minimum requirements referred to in Clause 17(b) and the requirements of the Constitution shall be eligible for registration.
- (d) The Registering Authority may, upon application, issue export certificates in respect of animals, semen or ova in the form desired by the Society and approved by the Registering Authority.
- (e) Over and above the production requirements, any animal, semen, ova or embryo must have a five-generation pedigree and a negative test for the 1/29 chromosome translocation, for imports.
- (f) Females for importation must have a maximum ICP of 420 days. In the case of heifers their mothers must have a maximum ICP of 420 days.

**ANNEXURE B: MINIMUM BREED STANDARDS APPLICABLE TO THE PINZGAUER CATTLE
BREEDERS' SOCIETY OF SOUTH AFRICA**

The Council may direct the Society to reject or to cancel the registration or recording of a Pinzgauer animal that does not continue to comply with the following set of minimum standards, applicable as from 1 March 2020, with ad hoc exception for prescribed weights of animals presented for inspection born before 1 March 2020:

1. Breed traits

The animals must exhibit the typical characteristics of the breed.

2. Type

A large frame type, dual purpose animal with good beef and milk characteristics. Animals must exhibit genuineness of gender with a good frame, length, width, capacity and balance.

3. Colour pattern

The typical colour is a chestnut-brown to light-brown or black body and head with a typical white backline and underline, as well as white colouring on the fore-arms, flanks, thighs and tail. Tail must be all white. No white on the head is allowed. With females, the white top-line may be lower from the loins backwards (i.e. behind the last rib) to break the brown middle portion, but it is not allowable in the case of bulls. The white top-line may not, in the case of both bulls and cows, break the brown colouring over the middle portion (forward of the last rib) or the shoulders. White legs are allowed. White pasterns are not good, and the white should not go into the hoof.

4. Gender traits

4.1. Male animal

Masculine with good overall muscle development, especially on the fore-arm, shoulder, eye-muscle and hindquarters. Excessive fat deposits on any part of the body are not acceptable. Well-developed and symmetrical testes.

4.2. Female animal

Feminine appearance, body profile wedge-shaped to the front. Not large, heavy, small or compact. No excessive fat deposits on any part of the body with a normal externally visible vulva. Female animals must have at least four teats (grounds for discrimination not necessarily disqualification). A heifer is to have at least four well developed teats. Cows are to exhibit a well-formed udder.

5. Reproduction

- 5.1. A heifer must calve for the first time before or by 39 months of age.
- 5.2. A female animal that exceeds any ICP of 730 days shall be automatically deregistered.
- 5.3. Bulls used for breeding must have a DNA profile.

6. Growth

6.1. Data recordings:

Participation in the Production Recording services of the Registering Authority is compulsory. While data recording of cow weight at birth (weighed within seven days from date of birth) and at weaning of the calf is highly recommended, the following data recordings of calf weight are compulsory:

- 6.1.1 Birth (weighed within twenty-four hours from birth)
- 6.1.2 Weaning
- 6.1.3 12 months
- 6.1.4 18 months

6.2. Heifers:

- 6.2.1 Animals with an average growth index lower than 90, calculated as the average of the weaning-, 12-month- and 18-month indexes, must be deregistered.
- 6.2.2 It is suggested that heifers be at least 12 months of age at presentation for inspection before mating.

6.3. Bulls:

- 6.3.1 Animals with an average growth index lower than 90, calculated as the average of the weaning-, 12-month- and 18-month indexes, must be deregistered.
- 6.3.2 Where bulls are Phase C or D tested, the minimum requirements are as follows:
 - 6.3.2.1 Weaning, 12-month and 18-month Average Daily Gain (ADG) and Average Daily Gain per Day of Age (ADA) indexes of at least 90.
 - 6.3.2.2 Bulls with 12-month and 18-month ADG and ADA indexes of above 120 must be viewed with suspicion and there must be discrimination against bulls growing excessively, with poor muscular development.
 - 6.3.2.3 Feed Conversion Ratio (FCR) of at least 90 (Phase C).
 - 6.3.2.4 A Kleiber-ratio of at least 90 (Phase D).

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6.3.2.5 Pinzgauer Phase C minimum entry weight 230 kg with a maximum weight of 290 kg.

6.3.3 It is suggested and recommended that bulls be at least 24 months of age at presentation for inspection as muscling and testes can be more accurately assessed after puberty is reached, except for Phase C and D bulls which is to be inspected at time of testing.

6.3.4 Pinzgauer: Minimum Scrotal Circumference at time of inspection:

Mass (kg)	Minimum Scrotal Circumference (mm)
250 – 299	280
300 – 349	290
350 – 399	300
400 – 449	310
450 – 499	320
500 – 549	330
550 – 599	340
600 and more	350

7. Visual Appraisal

The emphasis is on the functional efficiency of the animal. The Pinzgauer must be functionally efficient animals without any genetic defect that may impact negatively on functionality. The following unwanted visual characteristics will be taken into consideration to the discretion of the Inspector at the time of the animal being presented for inspection. The Inspector will finally determine, depending on the degree thereof, whether a deviation is a discrimination or disqualification.

7.1. Head

- Undershot jaw
- Overshot jaw
- Skew muzzle
- Skew face

7.2. Front and hind legs

- Split between hooves too wide

- Hooves curling inwards
- Outgrowing hooves
- Uneven length of hooves
- Sagging pasterns
- Absence of dewclaws
- Standing over at the knees
- Knock knees
- Bandy legs
- Pigeon toed or splayed
- Sickie or straight hocks

7.3. Shoulder

- Loosely attached shoulder
- Withers extending far above the shoulders

7.4. Chest, back and mid-piece

- Devils grip
- Hollow back
- Hunch back
- Scoliosis (laterally twisted spine)
- Narrow chested

7.5. Pelvis, rump and tail

- Narrow pelvis (female)
- Flat, rooky or excessively sloping rump
- Very prominent root of tail
- Wry tail
- Congenital kink in upper third of tail
- Non-flexible tip

7.6. Reproductive characteristics

- Naval fold of bulls may not exceed 15cm
- Naval fold of females may not exceed 7cm
- Preputial prolapse
- Hypoplasia of testes or ovaries (uni- or bilateral)
- Forward pointing epididymii
- Epididymus absent

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- Scrotal split may not exceed 2cm
- Torsion of scrotum may not exceed 45 degrees
- Cryptorchidism (partial or bilateral)
- Pendulous scrotum (below hock level)
- Infantile (underdeveloped) vulva
- Poor udder shape
- More or less than four teats
- Congenital imbalance of udder
- Malformed teat

7.7. General

- Frizzy or woolly summer coat
- Long haired coat
- Bulls with oxy or feminine appearance
- Heifers/cows with oxy or masculine appearance
- Pony type or extremely large frame type
- Poor muscling
- Double muscle
- Excessive muscling in females
- Ears too long or drooping
- Excessive dewlap
- Albino or poor pigmentation
- Aggressive or wild temperament
- Chronic bloaters

8. Dehorning

Although dehorning of animals it is recommended, dehorning of animals is not compulsory and is to the absolute discretion of the breeder.