

CONSTITUTION



OF THE

LIMOUSIN
CATTLE BREEDERS SOCIETY
OF SOUTH AFRICA

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CONSTITUTION OF THE LIMOUSIN CATTLE BREEDERS SOCIETY OF SOUTH AFRICA

DEFINITIONS AND INTERPRETATION

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

- (a) **“Act”**, the Livestock Improvement Act, 1998 (Act62 of 1998)
- (b) **“birth”**, the birth of a Limousin calf
- (c) **“breeder”** (of a Limousin), the owner of the
mother at the time of birth of a Limousin, or
of the recipient mother at the time of birth of a Limousin as a result of
an ovum transplant, or
such Limousin at first acceptance for registration in the first section of
the appendix section of the Herd Book
- (d) **“Calf Book”**, the Calf Book of the Society in which the particulars of all
Limousin calves for which birth notifications were submitted, are noted;
- (e) **“Constitution”**, the Constitution (inclusive of the Bye-laws of the Society);
- (f) **“Council”**, the Council of the Society;
- (g) **“Department”**, the Department/s charged with administration of the Act;
- (h) **“embryo”**, the fertilised ovum of a Limousin
- (i) **“Herd Book”**, the Herd Book of the Society in which all particulars of all
Limousins are noted, inclusive of Limousin data on the data registration
system;
- (j) **“inspector/selector”**, a person appointed as inspector/selector by the Council;
- (k) **“Limousin”**, an animal which has been registered in the Herd Book and the
words cattle, animal/s, heifer/s, cow/s, bull/s, and calf/calves shall have the
same meaning;
- (l) **“Minister”**, the Minister of the relevant Department;
- (m) **“ovum”**, the ovum of a Limousin as well as an embryo;
- (n) **“owner”** (of Limousin), the person who is:
 - i) the owner of the animal according to the data registration
system;
 - ii) capable to deliver proof to the satisfaction of council that such
animal is eligible for registration in his name

- (o) “**person\’s residing in the Regions who is\’are a breeder\’s**”, means that the herd/s of such a person/s is\’are kept in places in the Regions and not necessarily that the person/s or breeder/s must personally reside in the Regions;
- (p) “**Regions**”, the RSA and such other countries as determined from time to time by the Society with the approval of Data registration system and the Minister;
- (q) “**register**”, the procedure for inscription of Limousins in the data registration system in the Herd Book;
- (r) “**Registrar**”, the official appointed as Registrar of Livestock Improvement in terms of Article 4 of the Act;
- (s) “**RSA**”, the Republic of South Africa;
- (t) “**breed manager**”, the Breed manager of the Society who attend all meetings of the Society, and has the right to participate in the discussions, but shall not have the right to vote on any matter or decision taken at the meeting;
- (u) “**semen**”, the semen of a Limousin;
- (v) “**Society**”, the Limousin Cattle Breeders’ Society of South Africa;
- (w) “**South African Bred Limousin**” (for purposes of registration), a Limousin born in or on its way to the Regions, provided that a Limousin born from an imported ovum will be regarded as an imported Limousin;
- (x) “**data registration system**”, the registration system employed by the Limousin Society for the capturing of data concerning animals by itself, or by its agents employed for that purpose;

Other words, abbreviations and terms used in the Constitution, but not defined above, will have the same meaning as the meaning attached thereto in the Act.

CONSTITUTION

OF THE LIMOUSIN CATTLE BREEDERS' SOCIETY OF SOUTH AFRICA

1. NAME OF THE SOCIETY

The name of the Society is the Limousin Cattle Breeders' Society of South Africa. The abbreviated name is "Limousin SA".

2. OBJECTIVES AND POWERS

2.1 OBJECTIVES

Subject to the provisions of the act and this constitution, the objectives of the society is :

- (a) To promote and encourage the breeding and improvement of Limousin cattle in the Territory and to generate interest in the breed by all possible means at its disposal
- (b) To execute the duties and powers which the Society holds in terms of the Act in respect of the recording and registration of pedigrees with the Data registration system, and to strive for the improvement of the Limousin breed by the collection, import and export of Limousin semen and ova or in any other way whatsoever and allowed for by the act and the constitution of the society;
- (c) To institute and manage technical-, advisory or inspection services for the purpose of meeting Society goals;
- (d) To deliver services to the Society without gain;
- (e) To preserve purity of breed in Limousin cattle in the Territory, by the setting of standards for the breed and by compiling and maintaining a Standard of Excellence for the breed;
- (f) to compile, keep and maintain accurate records of the pedigrees and particulars of all Limousin cattle, or by making arrangement for that purpose, for which purpose the Society shall maintain a Data registration system and/or allow for its maintenance;
- (g) to determine and maintain the formation of classes for Limousin cattle at shows, to nominate judges who are considered qualified and competent to judge the breed and

to impress upon agricultural societies and others the advisability and necessity of appointing only judges recommended by the Society;

- (h) to promote the sale of Limousin animals;
- (i) to, in cooperation with the Department and with due reference to the data registration system, render advisory services with regard to the improvement of Limousins;
- (j) in general, to do everything in its power to assist its members in the furtherment of their interests pertaining to the Limousin breed; and
- (k) to obtain and distribute information with regard to the best and the most beneficial way to advance the breeding of Limousins and for its continued improvement and to keep members informed regarding scientific and other progress.
- (l) to fulfill such tasks and duties determined by the Act and by virtue of the society's membership of any Data registration system.
- (m) To apply the constitution in such a way as to improve the breeding of Limousins and to assist breeders to achieve breeding objectives such as it is anticipated by the Animal Improvement Act.

2.2 LEGAL PERSONA AND POWERS

- (a) The society is a legal person as a result of its registration, in terms of the Animal Improvement Act, 1998, and the powers, rights and obligations of the society are determined by the said Act of the Regulations made in terms thereof and as it is made applicable in terms of the constitution and bye-laws of the society.
- (b) All assets and rights made over and transferred to the society from time to time or procured as a result of its actions, irrespective whether it was thus procured before the registration of the society, or thereafter, shall vest in the society.
- (c) All liabilities and obligations incurred by the society from time to time irrespective whether it was thus incurred before the registration of the society, or thereafter, shall obligate the society.
- (d) The society shall have all rights, powers and entitlements and allowed for by the Act, the constitution and the bye-laws, in its widest sense which rights, powers and entitlements shall include (but not be limited to) the following: namely to :
 - i) To act as legal person, for which purpose it shall have local standi in law and commerce, and in general, to act, perform or execute all functions and obligations that may bear on it as result of the above or as the result of its registration and incorporation in terms of the Act.

- ii) In general to act in accordance with what a legal person in terms of the Ruling Law may do and/or execute in as much as it may be in pursuance or execution of the society's aims.
- iii) Exist as a entity separate from its membership as a result of which the society shall not be held liable or accountable for any actions of any of its members, any group of its member or of the group of the members acting in unison and in pursuance of their own benefit and independently of the structure, composition, and organizational management of the society; for which purpose the society is indemnified by its members for any liability for its actions performed bona fide and in reliance on any information provided or actions performed by any member or group of members.

3. MEMBERSHIP

3.1 Membership categories will be as follows -

a. Ordinary Members

Any natural person older than 18 years directly or indirectly involved in the breeding of Limousin cattle and residing in the RSA may join the Society as Ordinary Members. For purposes of this sub clause, a company, a private company, partnership or legal person shall be regarded as a person for the purpose of membership, and it shall be eligible for ordinary membership of the Society. All natural persons, companies, trusts, partnerships or legal persons in general, and that are resident and/or domiciled outside of South Africa, may secure ordinary membership by approval and at the instance of the Council of the Limousin Cattle Breeder's Society.

b. Life Members

Any ordinary Member may, with the approval of Council, become a Life Member on payment of such membership fees as may be determined by Council or in accordance with the prescript of the Council in this regard, and subject to such conditions as the Council may determine. (Annexure A).

c. Honorary Life Members

For special services rendered in the interests of the breed the Annual General Meeting may elect a person as Honorary Life member provided that it be done on the recommendation of Council. Such honorary life member will enjoy all the rights and privileges of membership including the right to vote at any meeting of the society and may be elected to the Council.

d. **Special Honorary Members and Honorary Life Vice President**

Persons not necessarily actively engaged in the breeding of Limousin may be elected to be Special Honorary members or a Honorary Life Vice President by the Council upon such conditions as the Council may determine. Special Honorary members may not vote at meetings of the Society and are not eligible for election to the Council. An Honorary Life Vice President will however be an *ipso facto* member of Council but merely in an advisory capacity.

3.2 **Company, Partnership or legal person/Body Corporate**

3.2.1 A company, private company, partnership or body corporate applying for Ordinary Membership shall disclose to the Society such facts and information 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 partners or share holders appointed by it to act as its representative at meetings of the Society. Such representative may appoint a substitute by giving written notice to that effect. Such notice must reach the society not later than at the commencement of the meeting at which such representative shall vote..

With regard to a partnership the full names and addresses of all partners must be submitted to the Society at the time of application for membership and such partners shall, jointly or severally be responsible for all liability towards the Society.

A company, partnership or legal person/body corporate shall submit to the society in writing full particulars of it, including with regard to its domicilium , and any change thereof from time to time.

3.2.2 All communication addressed to such authorised representative as referred to in Clause 3.2.1, shall be deemed to be duly served upon the company, closed corporation, partnership or body corporate, and at all meetings at which such authorised representative is in attendance on behalf of the company, partnership or body corporate, such company, partnership or legal person/ body corporate shall be deemed to be duly represented.

3.2.3 The person thus appointed to represent such a company, closed corporation, partnership or legal person/body corporate shall be eligible for election to Council.

- 3.2.4 Should such company, closed corporation, partnership or body corporate cease to comply with the requirements of Ordinary Membership as stipulated in Clauses 3.1(a) and 3.1 (b), membership of the Society shall be terminated; and the provisions of Clause 3.2.5 shall *mutatis mutandis* apply to such company, closed corporation, partnership or body corporate,
- 3.2.5 The liquidation of a company or closed corporation or the dissolution of a partnership or body corporate, or sequestration of a natural person, shall automatically result in the termination of membership of the Society, provided that
- (a) all amounts owing to the Society as at the date of liquidation or dissolution shall be recoverable by the Society from the liquidator of such company or closed corporation or from the members (either jointly and severally) of such partnership or body corporate;
 - (b) the liquidator of such company or closed corporation, and the members of such partnership or body corporate shall be obliged to meet all the obligations of such company, closed corporation, partnership or body corporate with regard to registrations, transfers or any obligations the company, closed corporation, partnership or body corporate would have had to meet as a member of the Society; and
 - (c) any fees that may be due and payable, e.g. herd fees, registrations, transfers or other obligations that need to be met after such automatic termination of membership, shall be raised according to the tariff scale for Ordinary or Life members.

3.3 APPLICATION FOR MEMBERSHIP

- 3.3.1 Application for membership shall be made to the Society on the prescribed form (Annexure B) and shall be directed to the Society. The prescribed subscription and/or entrance fees, as it is set out in the Annexure of fees of the Society (Annexure A) and revised from time to time, shall be payable when the application is submitted to the society.
- 3.3.2 An application must be accompanied by the necessary proof that all the requirements for membership have been met.
- 3.3.3 The Council may admit an applicant to membership either unconditionally or refuse it with the rendering of reasons therefore or without rendering reasons. The Council may also subject its approval for membership to the meeting of such conditions as it may determine.

3.3.4 An applicant to whom admission to membership has been refused shall be entitled to a refund of any fee or subscription forwarded with his application.

3.3.5 The performance data of members of the society, and incorporated in the data registration system relating to the performance and progeny testing scheme, shall be availed to the Society, and the Society may, in the interest of the meeting of the Society's goals and objectives, put it at the disposal of any person or body which has been approved of for that purpose by the Society; provided that the Society shall at all times protect it as being the intellectual property of the relevant member, or the group of members having an interest therein and as the custodian thereof, and for the most benefit of the persons having an interest therein the Society all the members of the society and for the improvement and expansion of the breed.

4. REGISTERED BREEDERS

4.1 Any person, including a company, closed corporation, partnership or any other legal person and which is respectively resident or domiciled within the areas and which qualifies as a breeder of Limousins with the approval and recommendation of the council of the Limousins Breeders' society be accepted as a registered breeder.

4.2 With the exclusion of being entitled to vote at annual general meetings and to be elected to Council the rights, privileges and duties of members will apply *mutatis mutandis* to registered breeders.

5. REGISTER OF MEMBERS AND NOTICE TO MEMBERS

5.1 The Society shall keep a register of all members reflecting all information that pertains to a member's membership including the original application for membership, the date of entry as member, the members registration documents (legal persons), the members contact particulars, postal address, e-mail address, tax registration numbers and all information that may be required from time to time or that may be reasonably be required for its inclusion and for keeping it current. The society shall also keep and maintain a set of financial records pertaining to the member and which incorporates all transactions between the society and the member and the society shall keep such records for a period that it determines for that purpose.

5.2 Each member shall communicate in writing to the Society any change in his/its contact particulars, address, or of any change in his/its particulars that may be of importance and essential for the society's activities and more particularly his/its membership.

- 5.3 All notices and communication between members and the society shall be by electronic mail (e-mail) unless a member shall notified the society in writing and by registered mail the communication with him shall be by regular mail or by such other method that may be acceptable and affordable for the society. Notice of general meetings (annual or special) shall likewise be given by electronic mail.
- 5.4 All communication, correspondence and notices shall be communicated in such a way that there exists a reasonable expectation that it will be receivable. For this purpose the address and contact particulars incorporated in the register of members shall be used. If proof of notice or communication exists and which indicates that it has been communicated as aforesaid, it shall be accepted that it had been received in good order, unless the contrary shall be proved.
- 5.5 All documents sent by the Society to members shall be considered to have been received on proof of postage thereof.

6. RIGHTS AND PRIVILEGES OF MEMBERS

The rights and privileges of every member of the Society shall be personal unto him and shall not be transferable, except in the circumstance where the entire stud of a member is sold to another member with intent that all animals and animal information such as it is incorporated in the data registration system shall be required by the member and if the council has approved the transfer. Rights of members shall be subject to Clause 3 and include the following:

- a) To receive all reports and other matters published by the Society for distribution amongst members;
- b) To attend all general meetings of the Society and the right to vote at such meetings;
- c) To apply for registration of Limousins in accordance with the requirements of the constitution;
- d) To receive, if available, expert technical advice from inspectors and officials of the Society with regard to matters concerning Limousins. The applicant shall pay all costs involved;
- e) To consult and use the official reports of the Society; and
- f) To enjoy all the rights, privileges and obligations as determined by the Constitution.

7. SUBSCRIPTIONS AND FEES

- 7.1 The Society shall determine and collect membership fees and from time to time determine fees payable to the Society for services that the Society renders to members or third parties. The scale of membership fees and tariffs shall be revised annually and be submitted to the general annual meeting for approval. The list of fees and tariffs shall be communicated annually to all members.
- 7.2 The annual subscriptions and fees shall become due and payable in advance on the first day of January of each year and will be deemed in arrear if still unpaid on April 30 of the same year.
- 7.3 Any member whose subscription fees are in arrears or that is indebted to the Society in any way whatsoever for more than 30 days after a demand for payment of such money had been addressed to him by the Breed manager, will cease to enjoy any rights or privileges of membership until such time as the arrears have been paid.
- 7.4 The Council may give instructions that interest and/or penalties be imposed on arrear accounts at a rate determined by council from time to time.
- 7.5 Any member who, for any reason whatsoever, ceases to be a member of the Society, shall remain liable for all amounts due to the Society, as at the date on which such membership ceases.
- 7.6 Should the Council determine that a member's account is in arrears, or is in arrears at the time of termination of membership, and should such account be handed over to a firm of attorneys for collection, the member shall be liable for payment of all legal charges. Such charges shall be calculated on the scale as between attorney and own client.

8. RESIGNATION, EXPULSION AND TERMINATION OF VOTING RIGHTS OF MEMBERS

8.1 Any member may resign from the Society by giving not less than one month's written notice by registered mail to the Society, provided that: -

- a) such resignation must at least be submitted and be received prior to November 30. The member who resigns must confirm receipt of the letter of resignation;
- b) no subscriptions and fees or any other moneys or part thereof, are refundable;
- c) all moneys owing to the Society by such a member have been fully paid, and a member has discharged all of his obligations in respect of registrations, transfers or any other obligation with regard to his/her membership of the Society

8.2 SUSPENSION OF MEMBERSHIP

8.2.1 The Council may suspend any member in his membership, who :

- a) fails to settle any dues owed by him to the Society within 60 days after due notice and demand signed by the breed manager was directed to him/her;
- b) violates the Constitution, Code of Ethics or any regulation of the Society or, in the opinion of the council, has acted or acts in any manner that may prove unethical or detrimental to the character and interests of the Society;
- c) by his/her conduct or lack thereof brings actual or possible dishonor to the Society, or behaves in such a manner to bring the aims of the Society into actual or possible discredit;
- d) deliberately, or for personal gain, provides faulty information to the Society or any of its office bearers or to officials or adjudicators at shows, or who makes changes to the body of a Limousin with a view to misleading any person;
- e) tries to bribe or improperly influence an official of the Society;
or
- f) has been found guilty of an offence under the Act –

Provided that no proceedings for suspension shall be initiated against any member of the Society unless the Society has at least 30 days prior to the date of the Council meeting at which such suspension is to be dealt with, addressed a registered letter to such member notifying him of his proposed suspension, and calling upon him, if he so wishes, to present, either personally or through his duly authorised representative, his account of the matter at such meeting of Council.

- 8.2.2 The Council or any committee of the Council shall have the right to make proper enquiry into the conduct of a member and to receive such information from such place, person, firm and/or institution and act upon it in such a manner as may please the Council.
- 8.2.3 The standard practice with regard to receiving evidence shall not apply to such *bona fide* enquiry and no member shall have any right and recourse, action or claim arising from any matter and/or the enquiry or information obtained.
- 8.2.4 Any member who has been suspended shall be notified by the Society in writing within a period of three days from the date upon which the resolution effecting his suspension was passed, and of the action required from the member in order to have the suspension lifted.
- 8.2.5 If the member fails to act in accordance with the notice referred to in paragraph 8.2.4, and by consequence remains suspended, the member's membership shall *ipso facto* and without the need to give any further notice, be deemed to be terminated. Upon such termination Council may direct the Breed manager to remove the former member's name from the Herd Book or any other registers or records of the Society and cause that the be Data registration system record the cancellation of all registrations in respect of Limousin animals bred by the expelled member and which are in his possession at the time of expulsion. The council may also demand that the former member submit to the society all registration certificates in respect of animals in his possession at the date of his suspension. From the date of termination of membership no animal bred by the expelled member shall be registered or transferred, and no notifications of births shall be accepted from him.
- 8.2.6 A member whose membership has been suspended shall make payment of all amounts owed to Society and shall meet all other obligations in respect of registrations, transfers and other obligations pertaining to membership as prescribed by the Society.
- 8.2.7 Any member whose membership has been suspended shall be liable for-. And remain to be liable for, all membership fees and other

amounts that may become due to the society during the suspension of membership and may have fallen due as a result of his membership and participation in society activities. This liability shall continue until the suspension is lifted or his membership is finally terminated, on which date all amounts not owing, but not due and payable shall be due and payable.

8.2.8 Any such member shall also remain to be obligated to perform all duties in terms of his membership, and of all duties arising from the Animal Improvement Act, this constitution and the bye laws. Inasmuch as any of the duties and obligations of such member is performed by the society in his stead, such member shall be obligated for any cost occasioned by such performance and execution of duty.

8.3 ANNULMENT OF VOTING POWER

8.3.1 Any member who has for a period determined by council from time to time not registered any Limousin cattle in his name or that did not purchase any registered cattle during such period of which the transfers had been registered in his name will forfeit his voting powers in terms of Clause 6(b).

8.3.2 The voting power of a member will not be annulled unless the Breed manager had advised him of such annulment at least 30 days prior to the meeting at which such annulment will take effect.

8.3.3 Such annulment of voting powers will be applicable until such time as the relevant member once more starts registering cattle after which the annulment will immediately be cancelled without the relevant member having to be notified accordingly.

8.3.4 The annulment of voting powers referred to above will in no way affect the other rights and/or obligations of the relevant membership.

9. RE-ADMISSION OF MEMBERS

Any person who has ceased to be a member of the Society, may again apply for membership in terms of Clause 3.3, provided that all the arrears with regard to fees and subscriptions have been settled.

10. ELECTION OF THE COUNCIL AND EXECUTIVE COMMITTEE

10.1 CONSTITUTION OF COUNCIL

- a) The affairs of the Society shall be controlled and administered by a Council consisting of seven members that will be elected for a period of 3 years at the annual general meeting.
- b) The council shall, from its members, elect a President at the first meeting of council following upon the annual general meeting at which the council was elected. The term of office of the President shall be two years, and he may be re-elected. If the President is not re-elected to council his term of office shall *ipso facto* be terminated, and the office of President shall be considered to be vacant at the first meeting of council following upon relevant annual general meeting. The maximum (continuous) term of office for President is two terms.
- c) The council shall, from its members, elect a vice-President at the first meeting of council following upon the annual general meeting at which the council was elected. The term of office of the vice President is one year, and he may be re-elected.
- d) The council shall also elect, from the ranks of its members, an executive committee as it is anticipated hereinafter.

10.2 The election procedure to be as followed in the election of council shall be as follows:

- a) Any member of the society may nominate another member in writing for election to council. The nomination shall be countersigned by the nominee and be seconded. The nomination shall be submitted to the breed manager before the start of the meeting, or upon an adjournment of the meeting for that purpose. The breed manager shall compile a list of nominations and hand it to the President of the meeting.
- b) The President shall determine a protocol for the election of council members, and present it to the meeting.
- c) If an election process is required, it will take place by secret ballot and ballot paper. The ballot paper shall not reflect a number and/or signature of any kind to disclose the identity of the voter.
- d) Only fully paid up members of the society, and who are not in arrears for more than 30 days, may participate in the voting procedure.

10.3 Should a councilor pass away, resign or cease to be a member of the Society or forfeit his position in accordance with Clause 10.5, council may appoint another member of the society as his substitute with full powers and co-opt such member as a member of council for the remainder of the term of office. Council will be considered properly constituted and will continue executing all its powers irrespective of any vacancy that may occur.

- 10.4 Should the office of President or Vice President become vacant prior to the expiry of his term of office Council must at its ensuing meeting and inter alia nominate a substitute from its own ranks by secret ballot to fill the vacancy for the remainder of the term of office.
- 10.5 Councilors absenting themselves from to consecutive meetings without permission or sound reason will forfeit their positions.
- 10.6 In addition to the seven elected Councilors the following persons will also serve on council in an advisory capacity but without voting powers :

a) **Honorary Life Presidents**

Persons who provided extraordinary service to the breed, may be recommended by the council to be elected as honorary life presidents at an Annual General Meeting, provided that such recommendation shall be approved by at least three quarters of members present at such meeting;

b) **The Breed manager**

The Breed manager who shall attend all meetings of the Society and shall have the right to participate in any discussions, but shall not be entitled to vote;

c) **Co-opted members**

The council may co-opt any person whose services are, to the discretion of council, required for any specific purpose

10.7 **Executive Committee**

The Executive Committee of the Council, with powers determined by Council from time to time, shall consist of the President, Vice President and a member to be appointed annually by the Council after election of the Council. Any member elected as additional member for the Executive Committee may be re-elected after expiry of his term. All actions or decisions of the Executive Committee shall be subject to approval and confirmation at the ensuing Council Meeting.

11. POWERS AND DUTIES OF COUNCIL

Subject to the terms of the Constitution and subject further to the directive of the Annual General Meeting of the Society as given from time to time, the Council shall have the power to manage the Society in the interest of the advancement and attainment of the Society's goals and in particular shall have the power to:

- 11.1 the Council may, in general, organize and determine its activities in its own discretion and in the best interest of the Society and the members, for which purpose the Council may:
 - 11.1.1 secure the services of any person or member of the Society by co-opting such person or member to serve on any sub Committee on such conditions and with such powers as may from time to time be considered necessary, subject thereto that the President and the Vice President of the Committee shall *ex officio* be member of all sub Committees;
 - 11.1.2 Co-opt additional members to Council subject to the proviso that such members shall not have voting rights.

In particular, the Council shall have the power:

- 11.2 to secure the payment of loans in any way whatsoever, including the pledging of goods and without detracting from the general nature thereof, in particular by virtue of the issuing of the kind of letters of payment with or without security to lend money to any person or company; to negotiate guarantees and sureties and to secure payment in accordance therewith in any way whatsoever;
- 11.3 to lend out money to any person or legal person or Body Corporate on such terms as it may determine;
- 11.4 to execute indemnities, guarantees and suretyship and to secure payment in terms thereof as may be required;
- 11.5 to make donations and grants;
- 11.6 to enter into an agreement in terms of which a Trust is created, to determine the aims thereof, and to settle the terms thereof, and to, in general and in execution thereof, by settlement of assets of the Society therein for the benefit of the Society, be it immovable -/ movable -/ incorporeal assets and to manage and execute the Trust.

- 11.7 to pay gratifications and pensions and to establish pension and incentive schemes in respect of its officials and employees;
- 11.8 subject to the provisions of Clause 7.1, from time to time, to adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary;
- 11.9 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 affairs of the Society;
- 11.10 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 therefrom in such manner as it may consider to the best benefit of the Society;
- 11.11 to invest or in any 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 to change or realize any such investments;
- 11.12 to pay all costs and charges in connection with the administration and management of the affairs of the Society;
- 11.13 to collect and receive subscriptions, fees and donations and other dues and funds and to devote same to the purposes of the Society and/or the promotion of Limousin cattle;
- 11.14 to borrow money for the purposes of the Society upon security of any property of the Society;
- 11.15 in accordance with Clause 7.3 to refuse inspection, registration or recording or other work for members whose accounts are overdue;
- 11.16 to convene general or special meetings 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;
- 11.17 to appoint, remove or suspend such auditors, attorneys or other legal representatives, agents, officials or other employees for or from permanent, temporary or special services as it may deem fit; to determine their powers and duties and from time to time to fix their remuneration and conditions of service and to require security to its satisfaction for the due performance of their functions, if in any case it so deems expedient;

- 11.18 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Society or against any of its office bearers, 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 and to reduce any debts payable or to give permission for the down payment thereof or the settlement of any claims by or against the Society;
- 11.19 to negotiate contracts outside of the Territories and to obtain contracts, deeds and documents in foreign countries;
- 11.20 to make recommendation in accordance with the Act pertaining to the importation and exportation of Limousin cattle, semen and ova;
- 11.21 to appoint or discharge inspectors for the inspection of Limousin cattle presented for registration and any other duties required by members of the society and to give such inspectors instructions and powers in regard to their duties for the purpose of ensuring that the objects of the Society are being carried out;.
- 11.22 to order a special investigation by inspectors or other officials of the Society in any case where records are not properly kept or where any doubt arises as to the correctness of the identity of cattle and to take such steps as may be necessary in the interests of the Society;
- 11.23 to make and formulate such rules and conditions relating to the qualification and appointment of judges of Limousin cattle as may be deemed necessary, provided that no person shall be appointed as a judge of Limousin cattle until he has conformed to such requirements as may be determined by the Council. Further, from time to time to revise the panel of judges; to remove therefrom such names it deems should be so removed;
- 11.24 to formulate the rules, conditions and terms of a judging and inspection system according to which Limousins shall be inspected: provided that should Council at any stage rescind or amend such rules it will at the ensuing general meeting of the society be tabled for the information of those present;
- 11.25 to promote the sale of Limousin animals, albeit by virtue of public sales or out of hand and for this purpose to appoint auctioneers and/or agents;
- 11.26 to grant leave of absence to any member of the Council or any official or employee of the Society for such period and upon such terms as it may in each case determine;
- 11.27 to act for the betterment and more convenient carrying on and fulfillment 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;

- 11.28 to receive and consider applications for membership and accept or refuse such applications at its discretion;
- 11.29 to frame, alter and rescind rules and regulations for conducting the business and carrying out the objects of the Society;
- 11.30 in accordance with Clause 8 to terminate the membership of any person;
- 11.31 to impose and exact such penalties as may be determined from time to time for the contravention or infringement of the constitution, rules and regulations of the Society;
- 11.32 in any dispute as to the interpretation of the Constitution to give a final and binding decision to all parties in the dispute;
- 11.33 to alter, adjust or modify any Schedule pertaining to the constitution as may be deemed necessary from time to time;
- 11.34 to, in general, do all such things as are necessary for the welfare of the Society and to the conduct of its affairs, provided always that any action taken or instruction given shall not be contradictory to the terms of the constitution.

12. MEETINGS

12.1 MEETINGS OF THE EXECUTIVE COMMITTEE

The Executive committee will meet when necessary to execute the tasks and duties of council.

- 12.1.1 A member of the Council may, with the approval of the Chairperson, put any matter before the Executive Committee, provided that the complete nature of the matter is put in writing to the Committee. If the Chairperson deems the matter as important and urgent, he may give approval to the council member to attend the Executive Committee meeting and with the approval of the Executive Committee, address the meeting.
- 12.1.2 Chairperson does not regard the matter as important, he may refuse the request to attend the Executive Committee meeting and according to his judgment, he may put the matter on the agenda of the next Council meeting.

12.2 COUNCIL MEETINGS

12.2.1 Council shall meet at such time and place as it may from time to time determine, or as may be decided by the President, or in his absence by the Vice President, provided that not less than two Council meetings shall be held in each financial year.

12.2.2 A special Council meeting -

- a) may be called by the President (or in his absence by the Vice time and place as such office-bearer may decide; or
- b) shall be called upon a requisition signed and addressed to the Breed manager, by not less than three members of the Council stating the reasons for such meeting.

12.2.3 Written notice of the time, date and place of a Council meeting shall be posted by the Breed manager to each member of the Council, not less than 21 days prior to the holding of such meeting.

12.3 GENERAL MEETINGS

12.3.1 An Annual General Meeting of the members of the Society to be known as the Annual General Meeting shall be held once every financial year at such time and place as may be determined by the Council.

12.3.2 At such Annual General Meetings, Council shall submit its Annual Report to the Society, together with a duly audited balance sheet and statement of the financial affairs of the Society as at the end of the previous financial year.

12.3.3 Such an Annual General Meeting must be held:

- a) no later than 6 months after the end of the financial year of the Society (December 31 of each year);
- b) within at least 9 months after the date of the last preceding Annual General Meeting of the Society;

12.3.4 A special General Meeting of the Society may, at any time, be called for by:

- a) The Council, the President, (or in his absence, the Vice President) and will, in the latter instance, be convened upon receipt of a written application signed by no less than ten members of the Society. Such application must clearly detail the purposes of the meeting;

- b) At such general meeting of the Society only the matters for which the meeting was convened may be dealt with.
- c) Written notice of such special general meeting of the Society shall be given to all members of the Society at least three days before the meeting;
- d) The President (or in his absence the Vice President) shall determine the exact time, date and place where such meeting shall be held.

12.3.5 A preliminary notice of the time, date and place of any general meeting shall be e-mailed by the Breed manager to each member of the Society at least forty five days and it shall also be published in the Society's official publication. Any member planning in tabling any matter for discussion at the General Meeting, must advise the society thereof in writing at least 35 days prior to such meeting

12.3.6 A final notice of the time, date and venue of an Annual General Meeting together with the agenda of such meeting shall be communicated to all the members as it is prescribed in this Constitution at least 30 days prior to the date of the meeting.

12.3.7 No resolution shall be taken at a general meeting in respect of any matter unless notice of it 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.

12.3.8 A two-third majority may adjourn any general meeting of the members present thereat and entitled to vote.

12.3.9 A two-third majority at a special General Meeting is required to change any decision taken at the Annual General Meeting.

12.4 The President, and in his absence the Vice President shall preside at all meetings and should all these office-bearers be absent from any meeting, the members present shall elect another member to preside at such meeting, and any person thus elected shall in relation to that meeting, have all the powers and fulfill all the duties of the President.

12.5 All matters submitted to any meeting shall, unless otherwise provided, be decided by the votes of the majority of those members present and entitled to

vote and in case of equality of votes, the person presiding at the meeting shall have a casting vote as well as a deliberative vote.

12.6 Subject to the provisions of Clause 10.2, voting at all meetings shall be by show of hands, unless voting by ballot is demanded by any member present and entitled to vote in which event voting shall be by secret ballot.

12.7 No businesses 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.

12.8 QUORUMS

12.8.1 Six of the members of the Society personally present at the commencement of any general meeting shall form a quorum for such meeting and three Councilors personally present at any Council meeting and entitled to vote shall form a quorum for such Council meeting. Two members of the Executive Committee personally present at the commencement of any meeting of the Executive Committee shall form a quorum for such meeting.

12.8.2 If at any meeting a quorum is not present, the meeting shall stand adjourned to a time (within fourteen days) and place determined by the members actually present, and at such adjourned meeting the members present shall form a quorum, provided that any meeting at which the President or Vice President is present shall, if there is no quorum, stand adjourned for half an hour. The members then present shall form a quorum for the disposal of such business (other than any amendment of the Constitution) as the presiding member may declare to be of an urgent nature, and such adjournment for half and hour shall not be to the disadvantage of the rights of the meeting after dealing with such urgent business, to adjourn to a time, date and place as provided herein.

12.9 REPRESENTATION OF MEMBERS

12.9.1 Notwithstanding anything herein contained any member or any registered breeder, (the “mandator”) shall be entitled to give mandate and authorize another person (the “agent”) to exercise all the rights and incur all the liabilities in his stead and/or on his behalf as a member of the Society, even in his absence.

12.9.2 Such mandate and power of attorney shall be in the prescribed format and be correctly filled out in all aspects. It must be signed by the member or the registered Breeder and shall be lodge with the Breed Manager. The mandator shall, inter alia, identify the agent, and set the scope of the mandate, as well as the term of its existence.

12.9.3 After lodging and acceptance of the power of attorney, an acknowledgement of receipt shall be issued to the mandator and the agent (having regard to the scope of the mandate and the power of attorney) shall execute all the relevant acts and act in all respects on behalf of the member or the registered Breeder as he would have if he was in attendance in person.

12.9.4 The mandate may incorporate, but not be limited to, the following:

12.9.4.1 The competency to attend a meeting on behalf of the mandator and to participate in all respects, including voting, at the meeting and on the mandator's behalf. The agent's presence shall also be taken into consideration for the purpose to establish if a quorum is present at the meeting.

12.9.4.2 The execution of all acts of registration for and on behalf of the mandator, including the submitting of birth registrations, application for registration or transfer, certificates of transfer, mating certificates, breeding information and/or reports, or any other documents with regard to the administration of a Limousin herd and to sign the same.

12.9.5 Any act preformed by an agent while he remains thus mandated and valid and in accordance with the requirements for members shall be accepted by the Society as valid and binding and as it was performed by the member himself.

13. MINUTES OF MEETINGS

13.1 A copy of the minutes of all meetings, annual general meetings and special generally special meetings shall be supplied to all members of the Society. Minutes of board meetings shall be supplied to all board members.

13.2 The minutes of all meetings, once approved at a subsequent meeting and signed by the President or the person who may chair the subsequent 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.

14. FINANCIAL PROVISIONS

- 14.1 Council will open one or more banking account\|s in the name of the Society and any amount accruing to the Society, shall be deposited in such banking account.
- 14.2 All payments made from the funds of the Society shall be effected by cheque or by electronic transfer. Cheques shall be signed by the Breed manager or a person appointed by the Council and countersigned by such person\|s as the Council may authorize thereto in terms of Clause 11.27, provided that nothing herein contained shall prevent the 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 the Council and provided that the total sum necessary for the payment of such accounts is drawn by cheque.
- 14.3 Proper books of account shall be kept by the Society and shall be audited from time to time but not less than once every year by a qualified auditor appointed at a general meeting of the society and a duly audited balance sheet and statement of the financial position of the society as at December 31 of the financial year to which the report referred to in Clause 12.3.2 relates shall be submitted to the Annual General meeting of the Society.
- 14.4 All property of the Society shall be vested in the Council.
- 14.5 The income and property of the Society from whatever source derived, shall be applied solely for the promotion and furtherance of the objects 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 herein contained shall prevent the payment in good faith of remuneration to any employee or other person for services rendered to the Society.
- 14.6 The financial year of the Society shall run from January 1 to December 31 of each year.

15. MANAGEMENT OF DATA REGISTRATION SYSTEM

The Society will maintain and keep in good order its registration as a registering authority and as it is anticipated in Section 18(7)(3)(ii) and Regulation 8. The Society shall manage the data registration system, but shall retain the right to contract the service out to an external service provider on such terms and conditions as it may settle with the external service provider. The Society may also affiliate or incorporate with any society, breeder's association or organization that has the same aims as this Society, for the purpose of the management and maintenance of the data registration system and in the best interest of the members of the Society. Any affiliation or incorporation of this nature shall be subject to the approval at an annual general meeting of the Society and at which a two-thirds majority of voting members present approve such a decision.

16. REVIEW OF RESOLUTIONS

16.1 The Society shall constitute and maintain a separate Committee, which Committee shall be known as the "Review Committee".

16.2 Any resolution made, or any application of the bye Laws shall be subject to review by the review Committee and further subject to the prescript with regard to the review as it is set out hereunder. This competence shall be applicable to, inter alia, the following: the noting and registration or submitting of any animal. The de-registration of any animal and/or of the traits of any animal in herd book of the Society.

16.3 The review Committee shall consist of a the President, who shall act as the Chairman, the Breed Manager and an additional member elected to that the position at the Annual General Meeting of the Society. The Committee shall be entitled to co-opt an additional member of the Society as a member of the Review Committee if the Committee considers it necessary and relevant for the specific matter that serves before it or in general.

16.4 The Review Committee shall and may meet every three months in order to consider matters referred to it by the Council and for its finalization.

16.5 The Review Committee shall compile its own rules and procedures for the handling and finalization of matters referred to it, but it shall do so with reference to the procedure adopted for all meetings of the Society.

16.6 In considering the handling of matters at hand, the Review Committee shall take all information at its disposal and that concerns the matter into consideration in its review thereof. The Review Committee shall further be entitled, but not obligated to, give consideration to any oral presentation made to it, and to receive any documentary proof or information or advise that it considers necessary or appropriate, be it from the owner or previous owner of

the animal the office personnel of the Society or any member of the Society or any professional person and whom is considered to be an expert or in general any information that the Committee considers of importance or of value for its consideration. This shall include the right to visitation and to make inspection.

- 16.7 The Review Committee shall make decision by majority vote. The Committee shall be entitled to record its proceedings. The Committee shall also be entitled to treat any matter and conclude its proceedings in confidence.
- 16.8 Any finding and resolution of the Review Committee shall be final and binding and it shall communicate its decision within a reasonable time after the review has been concluded and a resolution made, to the relevant applicant and who submitted the matter to review. It shall, in all instances, be finalized within two months after the conclusion of the review.
- 16.9 The member who submits a matter to review shall initiate the proceedings within one month after the application or the resolution that its put to review has come to member's attention or when it should be reasonable have been noted by him. Any delay in this regard shall render the matter unsuited for review, unless it shall be condoned by the Review Committee on good cause submitted. Any resolution of the Review Committee with respect to condonation or the refusal of condonation is final and binding.
- 16.10 Review procedure commences when the member submits a written request to the Breed Manager against acknowledgement of receipt, incorporating all particulars of the resolution or application, the grounds on which the application for review and based upon (rendering all facts and/or proof upon which the application of review is based and which substantiates it and where in which the desired relief that the member requests is set out. All evidence, documentary proof, factual particulars and particulars on which the application is based must be included with the application and be submitted in the form that the Review Committee may prescribe in the instance. Any further information that the member may wish to submit for consideration, and which was not included in the application, shall not be taken into consideration unless the Chairman and the Committee shall approve thereof which decision shall be final and binding at the rendering thereof.

17. AMENDMENTS TO THE CONSTITUTION

- 17.1 The Constitution may be amended by a majority vote at an annual general meeting. Any amendment of the Constitution shall not be in conflict with the Animal Improvement Act and any amendment shall be in accordance with the procedure for amendment as it is set out in the Constitution.

- 17.2 Any proposal for amendment for the Constitution shall be incorporated in the agenda for the meeting and shall be submitted for the discussion thereof and unless it shall be accepted universally, the Chairman shall put it to the vote.
- 17.3 The resolution shall be noted in the minutes of the meeting.
- 17.4 The Breed Manager shall, in accordance with Section 12(2) of the Act give notice to the Registrar within thirty days after the acceptance of the amendment and request him to exercise his discretion in terms of Section 12(3) of the Act.
- 17.5 If the Registrar shall lodge no objection to the amendment, or in the event of the time for objection lapsing, the Constitution shall become of force in its amended form and be of application for all members of the Society.

18. OFFICE OF THE SOCIETY

- 18.1 The office of the Society shall be at a location as may be determined by Council.
- 18.2 Notices given by the Society: Notices required to be given in writing by the Society shall be given by way of electronic mail. Notices of a general nature and intended to inform members, shall be given in such a way as the Breed Manager shall consider appropriate in the circumstances. Preference shall be given to short cell phone messages (SMS).

19. AUTHENTIC VERSION OF CONSTITUTION

The English version of the Constitution shall be deemed to be the authentic version.

20. DISSOLUTION OF SOCIETY

If, upon the winding up or the dissolution of the Society there remains after all debts and liabilities have been met, any property whatsoever, such property shall not be paid to or distributed among the members of the Society, but shall be given or transferred to such other institution or institutions with objectives similar to those of the Society. This resolution shall be made by a majority of the members who are present at the general meeting of the Society. Such beneficiary shall be exempt from paying income tax such as it is determined in Section 10(1)(cB)(i)(ff) or in the circumstance where the aforementioned Section is no longer in force, as determined by legislation in force at the time.

21. ETHICAL CODE OF THE LIMOUSIN SOCIETY OF SOUTH AFRICA

1. To at all times advance and promote the interests of Limousin Breeders, fearlessly and honorably.
2. To at all times in all situations act and reject character, integrity and honorability.
3. To at all times listen to one another's relevant views, and to show insight.
4. To, when differing, be dignified and to approach matters holistically in order to come to the right decision.
5. To treat difference of opinion in such a way and to present an united front at all times, and to act in such manner as to promote the image of the Limousin Council and its members.
6. To only be concerned with the matter at hand and to show respect towards the persons involved.

GENERAL BYELAWS

(Regulations regarding insemination or inovulation
will come into effect on a date as determined by the Council)

1. HERD BOOK

1.1 The Herd Book will be known as the Limousin Herd Book and will consist of

- (a) an Appendix Section
- (b) a Herd Book Proper Section

1.2 The Society may, with the approval and under control of Data registration system, publish a Herd Book in which the registrations conducted according to these regulations, are printed.

1.2.1 Members of the Society are expected to buy every edition of the Herd Book in which records regarding the Limousins presented by him/her to the Society, are published.

1.2.2 Volumes of the Herd Book shall be sold at a price calculated to cover the cost of printing and publishing thereof, as Council may determine from time to time

1.3 APPENDIX SECTION

1.3.1 Inspection by an inspector nominated by the Society, is a prerequisite for registration in all sections of the Appendix and Herd Book Proper of the Society.

1.3.2 **Appendix A** Any female older than 12 months that complies with the phenotypic characteristics of a Limousin and performance and other standards laid down by the Council from time to time, shall be eligible for registration in Appendix A of the Herd Book, on approval of the Council.

1.3.3 **Appendix B**) The female progeny of an Appendix A cow mated to a registered Limousin bull from an Appendix A cow and that comply to the Standard of Excellence, minimum performance requirements as determined by Council from time to time as well as all other requirements for registration will, with the approval of Council, be eligible for registration in the Appendix B section of the Herd Book.

1.3.4 **Herd Book Proper SP**

The female progeny begotten from a registered Limousin bull from an Appendix B or SP cow and that conform to the Standard of Excellence, minimum performance requirements as determined by council from time to time and all other requirements for registration will with the approval of council be eligible for registration in the fully Registered Herd book.

2. PREFIXES AND DESIGNATION MARKS

- 2.1 Animals shall not be accepted for registration unless the breeder has previously, through the Society, registered with the Data registration system for his exclusive use, a prefix by which all animals bred and registered by him, shall be designated.
- 2.2 Application for the registration of such prefixes and designation marks shall be made to the Society by Data registration system and shall be accompanied by such registration fees as may be prescribed from time to time.
- 2.3 Transfer of a prefix from one breeder to another, shall not be allowed, except under such conditions and to such persons as are provided for in the Bye-laws to the Constitution of Data registration system.

2.4 Designation Marks

The Society will allocate the designation marks to breeders as they apply. Breeders allocated a designation mark before the approval of this Constitution, will be allowed to retain that mark.

3. NAMES

- 3.1 Animals will not be eligible for registration in the Herd Book, unless explicitly named and numbered. Council shall have the right to refuse any application in respect of an animal that in its opinion cannot be clearly identified or is misleadingly named.
- 3.2 A name, including the prefix, may not consist of more than four words and shall not exceed twenty spaces/characters.
- 3.3 The name of any animal, once accepted for recording of its birth, shall not afterwards be changed or amended, unless 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 and only with the permission of the Manager.

4. NOTIFICATION OF BIRTHS \ APPLICATION FOR REGISTRATION

- 4.1 The breeder of an animal born from a registered cow, or a cow eligible for registration shall notify the Society of its birth, whether or not it is born dead or alive, purebred or crossbred, or retained for registration.
- 4.2 All birth notifications shall be made on the prescribed birth notification form (Annexure C). All particulars on the form shall be completed, signed by the breeder and handed to the Breed manager for submission to Data registration system no later than 60 days after the births.
- 4.3 Notwithstanding sub-regulation 4.2 hereof, the Council may accept birth notifications more than 60 days after birth provided the notification is in order and that it includes the payment of a late notification fee as prescribed by the Council from time to time.
- 4.4 In the event of multiple births, the breeder shall, in addition to the particulars ordinarily required, also record on the birth form of each calf, the number and sex of the other twin, triplets, etc., as the case may be.
- 4.5 Every breeder must keep birth notification\application for registration forms in stock, bound in book form and numbered consecutively. These forms can be obtained from the Breed manager at a price determined from time to time.
- 4.6 When a breeder notifies a birth, a copy of the birth notification\application for registration form must in all respects correspond with the original form that was sent to the Breed manager. The breeder must keep all such copies for purposes of inspection or control at all reasonable times. The enlistment into the birth notification book must be done consecutively and no duplicate may be removed or destroyed.
- 4.7 Whenever the Breed manager receives a due and valid notification of a birth of a calf, alive or dead, from a registered cow or a cow eligible for registration, he must submit the birth notification to the Data registration system for recording and the issuing of a birth certificate. The Society will send the birth certificate notice to the breeder who must keep it for submission to -
 - (a) The Breed manager when applying to transfer an animal to a new owner, or for cancellation purposes, or,
 - (b) The inspector when the animal is presented for screening/inspection.
- 4.8 The Council shall see thereto that proper records be kept on behalf of each breeder of all animals born, whether born dead or alive, whose births have been duly notified to the Society by the relevant breeder, and of such other details as may be deemed necessary.

- 4.9 The birth notification shall contain a declaration in the following terms:
“I declare that the pedigree, breeding particulars and identification marks of the animal/s described herein are correct, and that all the requirements of the Constitution and the Act have been complied with.”
- 4.10 No animal will be accepted for registration unless its sire was older than 8 months at the time of mating with its dam and was blood typed and/or its dam was older than 9 months at the time of mating.
- 4.11 Should any doubt exist as to the correctness of details appearing on the birth notification/application for registration form of an animal, such animal may at the discretion of council not be accepted for registration.

4.12 IMPORTED LIMOUSINS, SEMEN AND EMBRYOS

- 4.12.1 No Limousin imported from the Regions will be accepted for registration unless the application for registration is accompanied by:
- A. a certificate of registration or an import certificate issued by the Data registration system Association in the land of origin;
 - B. proof that the animal complies with the requirements as determined by the Council from time to time.
- 4.12.2 All imported Limousin for which an application for registration is submitted, must possess indelible marks corresponding with those on the registration or import certificate and which are to the satisfaction of the Society and the Data registration system. Where no identification marks are present, proof of identification must be provided to the satisfaction of Data registration system.
- 4.12.3 Each application for registration of an imported Limousin must be accompanied by a sworn affidavit of the applicant to the effect that:
- a permanent identification mark as indicated on the registration/export certificate, is visible on the animal;**
 - the animal was sold and out of possession of the seller on the date as indicated and that the animal was shipped and/or transported to South Africa on the date as indicated, and**
 - that the animal arrived on the farm on the date indicated**
- 4.12.4 South African Data registration system certificates will be issued in respect of all imported animals.

4.12.5 IMPORTED SEMEN AND EMBRYOS

Offspring begotten from artificial insemination in accordance with the requirements of the Constitution and the Act from registered female animals or female animals eligible for registration with imported semen will be eligible for registration provided that an acceptable two generation extended pedigree and a blood typing certificate of the semen donor is submitted to the Society and Data registration system.

4.12.6 a) In terms of the stipulations of the Act, the Registrar will not authorise the importation of an animal, semen or ova, unless:

- i. application therefor was made in the prescribed manner and in such a way as may be determined by the Registrar;
- ii the application is accompanied by such documents as are prescribed or determined by the Registrar;
- iii) the prescribed fees are paid in the prescribed manner; and
- iv) the import was approved by the Council and validated by Data registration system.

b) Authority for import will not be approved by the Council, unless the standard of the animal concerned, or the donor of the semen or ovum concerned (or in the case of an embryo, the donor of the semen that fertilised the ovum from which the embryo originated) measure up to the requirements for registration of an imported animal, with the understanding that such particulars were certified by an approved body in the country of origin.

c) Applications for registration of imported animals begotten from imported semen or ova, will be accompanied by:

- i) authentic export certificates issued by such data registration system associations in the country of origin as will from time to time be determined by the Society and Data registration system; and of
- ii) the blood typing certificates of each of the donors referred to in paragraph (b) and of the bull referred to in paragraph (d)(ii), as may be the case.

d) The relevant export certificate will indicate the full particulars of breeding, age and identification

1. of the exported animal, as well as the necessary information with regard to the transfer from the breeder and/or owner to the name/s of the person/s on behalf of whom the registration is desired, and
2. in the case of a female animal that was served before export, it will be accompanied by a service certificate signed by the owner (or his/her

duly authorised representative) of the bull that served the female animal. Said bull must be registered in a herd book approved by the Society and Data registration system, and

3 in the case of a female animal inseminated prior to export, it will be accompanied by a certificate signed by the inseminator and the owner (or his/her duly authorised representative) of the female animal. In such a case the semen donor must be registered in a herd book approved by the Society and Data registration system.

e) In the case of an animal begotten through i) imported semen or ii) an imported ovum, the relevant export certificate will indicate the following respectively:

the full particulars of the breeding, age and identification of the donor of the semen/ovum; of the breeder and/or owner of the relevant donor and of the transfer from the owner of the donor into the name of the importer.

f) Application for inspection and registration of imported animals must be done within 90 days of their arrival in the country.

5. SERVICE, LOAN/TEMPORARY TRANSFERS AND INSEMINATION CERTIFICATES AND THE JOINT OWNERSHIP OF BULLS

5.1 Service\Insemination Certificates

5.1.1 Should pregnant females be sold the seller must furnish the buyer with a service\insemination certificate (depending on whether conception was brought about by natural service or artificial insemination). Such service certificate must reflect the identification letters and registration number of the relevant bull and cow as well as the date of service.

5.1.2. Should the exact date of service be unknown, the service certificate should indicate the period that the bull and the female animal were together and that no other bull had served the female animal during that time.

5.2 Joint Ownership of Bulls

5.2.1 When an animal is transferred to joint owners, the full names and addresses of each joint owner shall be submitted for the records of the Society and Data registration system.

5.2.2 When a female animal that belongs to another breeder, who is not a joint owner of the bull, is serviced by the specific bull, at least one owner of the

bull must sign a service certificate according to Regulation 5.1 above on behalf of all the owners.

5.2.3 Joint owners and users of a bull is subject to the stipulations of Article 7(5) of the Act.

6. GESTATION PERIOD

The recognized gestation period in respect of Limousin is 287 days. The minimum gestation period is 266 days, and the maximum period is 308 days. No gestation periods outside these parameters will be acceptable unless parentage of the progeny concerned is confirmed by a blood typing test. The minimum period between the dates of birth of two successive calves out of one cow (inter calving period) is 271 days.

7. IDENTIFICATION

7.1 Ear tattooing shall be the Society's official system of marking for the uniform and permanent identification of all animals submitted for registration in the Herd Book.

7.2 Tattooing

The breeder must identify every calf born alive within 30 days of birth by tattooing one ear with the breeder's designation mark (a maximum of three letters indicating the breeder and which was registered by the Society for his/her exclusive use), the year number and the sequence number. No year number/combination sequence number may be repeated by any breeder and will under no circumstances be allowed if it may lead to confusion with regard to the identification of animals. Sequence numbers must indicate the order of birth of the calves.

7.3 Once a tattoo mark is applied to an animal, it may not be re-marked, changed or improved in any way except by obtaining prior written consent from the Council. This will apply to a mistake, or in the case of a mark becoming defaced or illegible.

7.4 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 Breed manager 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 true identity of the animal.

- 7.5 Application of any other tattoo mark whatsoever to the ears or body of a Limousin, by the breeder or owner or his/her agent, is strictly prohibited and the registration certificate of any animal thus marked shall be liable to cancellation.
- 7.6 No animal shall be transferred or sold unless clearly marked.

8. INSPECTIONS AND THE DUTIES OF INSPECTORS

- 8.1 An inspector shall be appointed by the Council to inspect all animals that had not as yet been inspected. If possible, breeders presenting animals to be inspected, shall be visited at least once a year
- .8.2 An inspector will examine each animal that is eligible for registration, on presentation of proof of registration. He must verify the correctness of the colour, identification, age and other details that appear on the application for registration certificate of the animal under inspection. He must also be satisfied that the animal conforms in all respects to the breed standard and the minimum performance testing requirements as determined by the Council from time to time. Any deviation or inconsistency may disqualify the animal for registration in the Herd Book and such animal will be cancelled
- 8.3 During a visit from the inspector, it is compulsory for all breeders to bring all bulls over the age of 12 months but under the age of three years that had not yet been inspected, before the inspector for examination as well as all heifers or cows older than one year but younger than 3 years that had not yet been inspected. The inspector may, in his own discretion, refer an animal for inspection during a follow-up visit regardless of the maximum age referred to above.
- 8.4 Any breeder who is dissatisfied with an inspector's findings, may lodge an appeal with the Breed manager within three weeks after the inspection. Such appeal must be accompanied by a deposit to be determined by council from time to time. An Appeal Council, appointed by the Council, shall then re-inspect the animal/s in question and if the appeal is upheld, the deposit shall be refunded. If not, the appellant will lose his deposit and will be responsible for all additional expenses incurred.
- 8.5 Breeders will be notified well in advance of the intended visit of an inspector.
- 8.6 Special inspections may only take place with the permission of the Breed manager on condition that the applicant carries the travel and other expenses of the inspector and that an inspector is available.

- 8.7 An inspector\s may classify and grade animals of breeders at such tariff as may be determined by the Council from time to time.
- 8.8 An inspector\ s may, on instruction of the Council, from time to time and without prior notice, perform a general inspection of any herd.
- 8.9 During inspections inspectors may not accept instructions or commission from breeders or non-members to facilitate the trading of Limousin.
- 8.10 No breeder shall act as inspector of his/her own animals.

9. CHANGES OR ADDITIONS TO REGISTRATION CERTIFICATES

Any change or addition to the information or particulars officially appearing on any registration certificate that was not initiated by the Chief Executive Officer of Data registration system, or any unauthorised endorsement or remark on a certificate, will render such certificate invalid.

10. RULES AND REGULATIONS GOVERNING THE APPLICATION OF ARTIFICIAL INSEMINATION (AI)

- 10.1 Animals legally (i.e. in accordance with the Act) begotten by AI, will be considered for registration provided that all the requirements of the Constitution with regard to registration *have mutatis mutandis* been met.
- 10.2 Birth notification of animals begotten by AI will not be accepted for purposes of registration unless it is endorsed with the words “Begotten by Artificial Insemination”.
- 10.3 Where different sires are used for the supply of semen for the artificial insemination of the same female animal at two consecutive heat periods less than 28 days apart, no resultant progeny shall be eligible for registration notwithstanding the stipulations of sub bye law 12.1, unless the male parentage is confirmed by a blood typing test.
- 10.4 The Society reserves the right through its officials to supervise and/or inspect the accurate keeping of AI records by its breeders.
- 10.5 The Society reserves the right to refuse to register the progeny resulting from AI , should any of the rules and regulations of the Society not be adhered to.
- 10.6 Breeders residing in the regions outside of the RSA, who enjoy the privilege of registration of Limousin cattle, may apply for registration of progeny begotten by AI, provided that the semen is obtained from a source approved by the Society, and provided further that the collection of semen, the handling thereof, the

insemination of the animals and the keeping of records, shall be effected in such a manner as may be duly approved by the Society from time to time.

10.7 Storing Of Semen of Unlicensed Bulls

The Society approves the right of individual breeders to collect, freeze and store unlimited quantities of semen from their own bulls for use on their own cows, through a person or organisation approved by the Council.

10.8 Registration of Progeny begotten from Frozen Semen of Unlicensed Bulls

The Society approves the fact that, subject to the stipulations of article 7(5) of the Act, the progeny begotten by the use of such frozen semen, be considered for registration, provided that:

- a) full particulars of ownership of the relevant bull is submitted to the Society;
- b) the blood typing laboratory number of the bull is submitted to the Society and Data registration system;
- c) the organisation referred to in 12.7 above, submit to the Breed manager quarterly reports with regard to his/her stock and the issuing out of such frozen semen;
- d) the fact that frozen semen was used for insemination of registered cows or cows eligible for registration, will be mentioned on the relevant birth notification;
- e) if a Limousin bull (which was not approved in terms of article 10 of the Act for donation of semen) from which semen has been obtained, frozen and stored, is transferred, the semen bank must supply the Society with a certificate indicating the number of applications of semen that was stored on behalf of the seller or transferor of the bull on the date of transfer, and the mentioned certificate or an exact rendition thereof, must accompany the notification of transfer; and
- f) all the requirements of the Constitution with regard to birth notification or registration have been complied with (where applicable).

11. RULES GOVERNING THE HARVESTING OF OVA AND OVUM TRANSFERS

- 11.1 Limousin calves, legally begotten (i.e. in compliance with the Act) through ovum transfer will be eligible for registration on condition that

- a) all the requirements of the Constitution have *mutatis mutandis* been met;
 - b) the parentage of each calf begotten from ovum transfer is confirmed by blood typing;
 - c) the following documents are submitted within 120 days of inoovulation:
 - i. **a properly completed inoovulation certificate (Schedule 0);**
 - ii. **the blood typing laboratory numbers of the ovum and semen donors;**
 - iii. **a certificate by a veterinarian, ovum transferor or in the case of intra herd ovum transfer, the owner or his/her full-time employee, to the effect that the stipulations of the Act have been met;**
 - d) the notification of birth\application for registration must be submitted on the prescribed form issued by Studbook on receipt and acceptance of the ovulation certificate (Schedule O) and must be accompanied by a blood typing laboratory number of the relevant progeny and a certificate to the effect that parentage is correctly specified;
 - e) both the semen and ovum donor have been approved by the Council for such purposes. The Council reserves the right to limit the number of progeny begotten from the ova of a single ovum donor, for purposes of registration;
 - f) progeny begotten from ovum transfers will be accepted for registration, provided that the relevant progeny is inspected and complies with the minimum requirements as determined by the Council for the relevant section of the Herd Book.
- 11.2 The Society reserves the right through its officials to supervise and/or inspect the accurate keeping of records by its breeders with regard to the harvesting of ova and inoovulation.
- 11.3 Breeders residing in the Regions outside of the RSA, shall enjoy the privilege of registration according to the specifications of the Act, and may apply for registration of progeny begotten by ovum transfer; provided that the ova are obtained from a source approved by the Society and Data registration system, and provided further that the harvesting of ova, the handling thereof, the inoovulation of the animals and the keeping of records, shall be effected in such a manner as may be determined by Data registration system from time to time.

11.4 The Society reserves the right to refuse to approve progeny begotten through ovum transfer for registration if any of the above regulations have not been properly adhered to.

11.5 Progeny begotten from Imported Ova

11.5.1 Progeny begotten through inoovulation with imported ova will be eligible for registration on condition that all the requirements of the Constitution have *mutatis mutandis* been complied with.

11.5.2 The requirements for registration will be the same as that for imported Limousins.

11.5.3 Such imported ova must be harvested in the country of origin by an authorised body (approved by the Division Veterinary Services of the Department) of ovum donors who comply with the minimum requirements as determined and approved by the Society and Data registration system for the import of ova, and if impregnated, such ova must be impregnated with the semen of a bull that also complies with the minimum requirements as determined by the Society and approved by Data registration system.

12. IMPORTED OVA

The inoovulation certificate of progeny begotten through inoovulation with imported Limousin ova must, subject to the stipulations of Regulation 13, be accompanied by

- a. a certificate issued by an acknowledged, authorised body in the country of origin on which is indicated:
 - i. the name, identification number and registration number of the ovum donor;**
 - ii. the date and time of harvesting;**
 - iii. the number of viable ova harvested from the relevant ovum donor;**
 - iv. that the ova were harvested for export to the Regions;**
 - v. and the name and address of the importer; and**
- b. in the case of a fertilised ovum a certificate properly signed by an acknowledged, authorised body in the country of origin, on which the following is indicated:

- i **that the conception was effected through artificial insemination; and**
- ii **the name, identification number and registration number of the relevant semen donor, as well as the date and place of insemination.**

13. BLOOD TYPING

Regardless of the specification of Regulation 7, the Council reserves the right to insist on blood typing in order to confirm the parentage of an animal. The Society will be responsible for the cost of the typing in cases where the Society requests the blood typing. In cases where the breeder or owner experiences doubt about the parentage of an animal, and requests confirmation of parentage, the person requesting the typing will be responsible for all costs.

14. TRANSFER OF ANIMALS

- 14.1 In the case of all sales or change of ownership of registered animals eligible for registration, application for transfer to the buyer or new owner must be made by the seller or transferor who will be responsible for the transfer costs.
- 14.2 An application for such transfer must be posted or handed to the Breed manager within 30 days of the date of the transfer, 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.
- 14.3 Any application for such transfer which is posted or handed to the Breed manager more than 90 days after the date of transfer, shall be accepted and processed by the Society subject to payment of such fees as the Council may determine but it may not exceed R30.
- 14.4 A request for the transfer of a Limousin must be accompanied by the birth notification certificate or registration certificate of the relevant animal, reflecting the full name and address of the new owner, as well as the signature of the seller or transferor and the date of transfer in the space provided on the certificate.
- 14.5 For the purpose of sub-regulation 14.4 above, the date of transfer shall be deemed to be the date on which the animal left the seller's possession.
- 14.6 If the animal to be transferred is pregnant, the transferor shall, together with his application for transfer, furnish the Breed manager with a service or insemination certificate (depending on whether the pregnancy was achieved naturally or by

artificial insemination). Such service/insemination certificate must specify the date of service as well as the full name and registration number of the bull by whom she was served, or the bull with whose semen she was inseminated, whichever the case may be, and such certificate must contain an affidavit to the effect that the relevant cow at the date of delivery to the buyer, could not have been served by any other bull than the one mentioned on the service\insemination certificate.

14.7 Change of ownership will be considered to have taken place if

- a. an animal was sold, exchanged or given as a gift;
- b. an animal was inherited;
- c. a partnership was dissolved; and
- d. a bull was jointly registered in the name of two or more owners and any of the two or more owners relinquishes his/her share or interest in the bull thus registered for any reason.

14.8 If the Council is of the opinion that the seller or transferor has failed or refused to take steps to effect such transfer, or has failed or refused to submit the original registration certificate and should the new owner be prepared to pay such fees as may be laid down by the Council, the Council may, with the consent of Data registration system, take such steps as it deems fit in order to comply with the wishes of the buyer or new owner, on condition that in such a case the fine determined in sub-ordinance 14.2 and 14.3 above, applies to the new owner.

14.9 In cases of transfer between spouses, or from parent to child (including children-in-law and grandchildren), whether by way of sale, donation or inheritance, only half the prescribed transfer fee shall be payable.

14.10 The transfer of a registered male animal after weaning will only be approved on condition that the registration certificate and inspection data are submitted together with the application for transfer.

15. DUPLICATE REGISTRATION CERTIFICATES

15.1 A duplicate of an original registration certificate of a Limousin will be issued by Data registration system on request, provided that satisfactory proof is submitted to the Council that the original was lost, accidentally destroyed or in the possession of a person who wrongfully refuses to give it to the rightful owner.

15.2 Application for a duplicate registration certificate must be accompanied by a sworn affidavit by the applicant who must also be the owner of the specific animal. Such request and sworn affidavit must be directed to the Breed manager, together with such fees as may from time to time be determined by the Council.

16 CERTIFICATE OF EXTENDED PEDIGREE

Any person may apply to Data registration system , through the Society, for a certificate of an extended pedigree in respect of a registered animal or an animal for which a birth notification has been issued and if possible, such a certificate of extended pedigree will be issued. The prescribed fees as may be determined by the Council, from time to time must accompany every such application.

17. EXPORT CERTIFICATES

Registration certificates also serve as the export certificates of the Society.

18. NOTICE OF EVENTS NECESSITATING THE CANCELLATION OF REGISTRATION AND BIRTH NOTIFICATION CERTIFICATES

18.1 If a registered animal or an animal eligible for registration dies, is castrated or sterilised or has not calved at the age of 45 months, or is sold for purposes of slaughter, the Breed manager must be notified within 30 days of such events and the registration certificate or birth notification certificate of such animal must be sent back to the Breed manager of the Society with the date of the respective events endorsed upon it.

18.2 Such registration certificate must be forwarded to SA Data registration system for cancellation.

19. REINSTATEMENT OF ANIMALS IN THE HERD BOOK

If the registration certificate of an animal is cancelled, such animal will be reinstated in the records of the Society and Data registration system on condition that the same person who applied for the cancellation requests the application for reinstatement of the animal. Fees as may be determined by the Council from time to time must accompany the application for reinstatement of an animal.

20. CANCELLATION OF REGISTRATION

20.1 The Society may request Data registration system for the cancellation of the registration of any animal that was -

- i.registered incorrectly;
- ii.registered on account of false or misleading information submitted by the owner;
- iii.registered after the owner has failed to comply with any ordinance which had to be complied with to ensure correct registration; or
- iv. in the case of a heifer that had not yet calved at the age of 45 months
- v. in the case of a cow that had not calved at least twice within a three year period

20.2 Before application for cancellation of a registration certificate is made, the Breed manager must notify the owner of the animal in writing to his/her last known address of the intention to do so, at least 30 days in advance.