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**SAPA**

**SOUTH AFRICAN  
PREDATOR ASSOCIATION**

**RESPONSIBLE** CUSTODIANS | BREEDING | HUNTING

# Constitution

Approved by the SGM : 22 April 2016



## DEFINITIONS

1. Words and phrases in this Constitution shall have the following meanings unless a contrary meaning clearly appears from the context -
  - (a) "Act/s" means the Animal Improvement Act, 1998 (Act 62 of 1998), the National Environmental Management: Biodiversity Act (Act no.10 of 2004) and the Threatened or Protected Species Regulations or any subsequent legislation having similar objectives than the said Act/s, and includes the regulations promulgated in terms thereof.
  - (b) "animal" means a predator of a species registered in terms of the Animal Improvement Act, 1998 (Act 62 of 1998), or recorded or eligible for registration or recording in the Herd Book and the words "lion", "leopard", "jaguar", "tiger", "dam/s", "female/s", "male/s" and "sire/s" shall have the same meaning;
  - (c) "Association" means the South African Predator Association;
  - (d) "birth" means the birth of a cub;
  - (e) "birth recording" means the procedure whereby the birth of a cub is placed on the records of the relevant Registering Authority;
  - (f) "breeder" means a member of the Association who is who is registered as a breeder in terms of the Animal Improvement Act, 1998 (Act 62 of 1998), and the owner of -
    - (i) the dam at the date of birth of progeny eligible to be registered or recorded;
    - (ii) the recipient dam at the date of birth of the progeny eligible to be registered as a result of an embryo transfer; an animal at date of application for registration in the national registry;
    - (iii) the recipient dam at the date of birth of the progeny eligible to be registered as a result of an embryo transfer;
  - (g) "buyer" means the person or persons to whom ownership/joint ownership of an animal is transferred by the seller of such animal;
  - (h) "Constitution" means the Constitution (inclusive of the Bye-laws and Schedules) of the South African Predator Association;
  - (i) "Council" means the Council of the Association duly elected in terms of the Constitution;
  - (j) "Department" means the Department or Departments charged with the administration of the relevant Acts in the National government;
  - (k) "embryo" means a fertilised ovum of an animal;
  - (l) "Herd Book" means the South African Predator Herd Book in which shall be registered or recorded, as the case may be, through the Association, the details of all animals;
  - (m) "inspector/s" means a person/s appointed by Council for the purposes referred to in Clauses 10.25 and 10.26;
  - (n) "Minister" means the minister of the relevant Department

- (o) “owner” means the person who -
    - (i) according to the records of the registering authority possesses the animal concerned; or
    - (ii) submits proof to the satisfaction of Council that the animal concerned is eligible to be so registered, recorded or inscribed in his name;
    - (iii) in the case of an imported animal, is entitled to have the animal registered or recorded in his name;
  - (p) “ovum” means the ovum of an animal and includes an embryo;
  - (q) “Professional hunter” refers to a person who is registered in the relevant province as a professional hunter by the Department of Environmental Affairs
  - (r) “recording” refers to the procedure of recording an animal in the Herd Book;
  - (s) “registering” refers to the procedure of registering an animal in the Herd Book, or by which a prefix or herd designation mark is placed on the records of the registering authority;
  - (t) “registering authority” refers to the organization, legally registered in terms of the Act, responsible for the administration of the Herd Book for the registration and recording of predators;
  - (u) “Registrar” means the officer designated as Registrar of Animal Improvement in terms of the Act;
  - (v) “S.A.” means South Africa;
  - (w) “SAPA” is the abbreviated name of the South African Predator Association;
  - (x) “Secretary” means the Secretary of the Association;
  - (y) “seller” means the person or persons being the owner / joint owner/s of an animal according to the records of the registering authority, or in the case of an imported animal, the owner in the country of origin, who disposes of such animal;
  - (z) “semen” means semen of an animal;
  - (aa) “South African-bred animal” means an animal bred by a breeder registered in terms of the Animal Improvement Act, 1998 (Act 62 of 1998), as well as the relevant section of the National Environmental Management: Biodiversity Act (Act no.10 of 2004) and the Threatened or Protected Species Regulations, 2007, born in, or whilst in transit to the Territory; and
  - (bb) “Territory” means the Republic of South Africa and such other countries as the Association may from time to time determine.
2. Other words, abbreviations and phrases in this Constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in the Act.
  3. In this Constitution, unless the contrary intention appears clearly from the context, words referring to persons in the masculine gender shall include females, words in the singular shall include the plural and words in the plural shall include the singular.

# THE SOUTH AFRICAN PREDATOR ASSOCIATION

## CONSTITUTION

### 1. NAME OF THE ASSOCIATION

The name of the Association is the South African Predator Association.

### 2. OBJECTIVES

2.1. Subject to the provisions of the relevant legislation and of this Constitution, the objectives of the Association shall be:

- (a) To promote and encourage the genetic improvement of animals in the Territory;
- (b) To ensure the accuracy of all records of pedigrees, identification and other particulars of all animals registered or eligible for registration in the Herd Book;
- (c) To apply the "Norms and Standards" and other minimum standards drawn up by Council and required by Law as a prerequisite for membership and the registration of animals;
- (d) To co-ordinate and promote the interests of its members with the view of establishing and maintaining a healthy and profitable predator breeding and hunting industry in congruence with national and international conservation principles;
- (e) To co-operate with provincial and national authorities in the formulation and execution of regulations to ensure a healthy and sustainable predator breeding and hunting industry in the Territory;
- (f) To liaise with other associations and institutions with reconcilable aims to promote the aims of the Association and to promote or defend jointly in cases and matters concerning the interests of these associations;
- (g) To represent, safeguard and advance the interests of breeders in the Territory at provincial, national and, where deemed necessary, international level, and generally to give effect to the objectives contemplated by the relevant legislation;
- (h) To promote and market a positive image of the predator breeding and hunting industries;
- (i) To contribute to the conservation of lions in the wild through the establishment of a conservation fund; and
- (j) To support such conservation initiatives and projects as may from time to time be determined.

2.2. **The Association will not -**

- (a) carry on any profit making activities; or participate in any business, profession or occupation carried on by any of its members, or provide any financial assistance, premises, continuous services, or facilities to its members for the purpose of carrying on any business, profession or occupation by them; and
- (b) have the power to carry on any business, including *inter alia*, ordinary trading operations in the commercial sense, speculative transactions, dividend

stripping activities as well as the letting of property on a systematic or regular basis.

### **3. POWERS OF THE ASSOCIATION**

Subject to the terms of the Constitution, the Association shall have the power -

- (a) To act as the registering authority for predators listed under the Act;
- (b) to carry out such functions and perform such duties as are or may be imposed upon it by virtue of its incorporation in terms of the Act; and
- (c) generally, to do all such acts as a body corporate may by law perform and which the Association may deem necessary for the attainment of its objectives.

### **4. MEMBERSHIP**

#### **4.1. Eligibility**

Subject to the provisions of Clause 4.2.6, the membership of the Association shall be limited to persons above the age of 18 years.

#### **4.2. There shall be the following categories of membership:**

##### **4.2.1. Breeder / Keeper / Hunting Operation Members**

Persons who are engaged, directly or indirectly, in the breeding and/or keeping of animals or have a vested interest in the breeding and/or keeping of predators, or persons who are engaged in or have a vested interest in hunting operations, resident in the Territory, shall be eligible for membership of the Association as Breeder / Keeper / Hunting Operation Members, who shall enjoy all the rights and privileges of membership, including the right to vote at any general meeting of the Association, and the right to be elected to the Council. For the purposes of this sub-clause a company, close corporation, partnership, body corporate or trust shall be deemed to be a person and, subject to Clause 5.3, be eligible for Voting Membership of the Association: Provided that:

- a) persons who are active breeders/keepers of animals shall be termed Breeder/Keeper Members.
- b) persons who are actively engaged in hunting operations shall be termed Hunting Operation Members.

##### **4.2.2. Professional Members**

Registered professional hunters and outfitters in the predator hunting industry may be allowed Professional Membership, shall enjoy all the rights and privileges of membership, including the right to vote at any meeting of the Association, and the right to be elected to Council: Provided that no person shall be eligible for Professional Membership unless recommended by Council.

##### **4.2.3. Additional Voting Membership**

Persons who are members of a company, close corporation, partnership, body corporate or trust that is engaged, directly or indirectly, in the breeding and/or keeping of animals or have a vested interest in the breeding and/or keeping of predators, or persons who are engaged in or have a vested interest in hunting operations, resident in the Territory, but are not the person appointed by it to act as its representative at meetings of the Association, shall be eligible for membership of the Association as Additional Voting Members. For the purposes of this sub-clause the company, close corporation, partnership, body corporate or trust must be a member of the

Association which has submitted with its application, on the official Association form, the particulars of the individual requiring additional voting membership.

**4.2.4. Corporate Members**

Institutions, corporations and businesses with a substantive interest in the predator breeding and hunting industry may be allowed Corporate Membership, shall enjoy all the rights and privileges of membership, excluding the right to vote at any meeting of the Association, and the right to be elected to Council: Provided that no person shall be eligible for Professional / Corporate Membership unless recommended by Council.

**4.2.5. Honorary Members**

Any person not actively engaged in the breeding of predators, but with a special interest in or association with the predator breeding and hunting industry, may be elected an Honorary Member by Council, upon such conditions as Council may determine: Provided that an Honorary Member may not vote at meetings of the Association and shall not be eligible for election to Council.

**4.2.6. Associate Members**

Any person not actively engaged in the breeding of predators, but with a special interest in or association with the predator breeding and hunting industry may be allowed Associate Membership, shall enjoy all the rights and privileges of membership, excluding the right to vote at any meeting of the Association, and the right to be elected to Council: Provided that no person shall be eligible for Associate Membership unless approved by Council.

**4.2.7. Junior Members**

Any persons under the age of 18 years may become Junior Members on approval of Council: Provided that a Junior Member may not vote at meetings of the Association, is not eligible for election to Council, but upon payment of scheduled fees may partake in the other activities of the Association; and provided further that the junior member's parents or guardians countersign the application and accept full responsibility for the financial and other commitments towards the Association on behalf of such junior member.

**4.3. Company, Close Corporation, Partnership, Body Corporate or Trust**

4.3.1. A company, close corporation, partnership, body corporate or trust applying for any category of Membership shall disclose to the Association such facts as may be necessary to determine the nature of the controlling interest therein and shall then, or at any time thereafter, in addition to the requirements imposed in respect of all applications, furnish the Association with the name and address of the person appointed by it to act as its representative at meetings of the Association. Such person shall have the right to nominate an alternate in writing, which nomination shall be handed to the Secretary not later than the time of the meeting at which such alternate will be present.

4.3.2. All communications addressed to such authorised representative referred to in Clause 4.3.1 shall be deemed to be duly served upon the company, close corporation, partnership, body corporate or trust, and at all meetings at which such authorised representative is in attendance on behalf of the company, close corporation, partnership, body corporate or trust, such

company, close corporation, partnership, body corporate or trust shall be deemed to be duly represented.

- 4.3.3. The principal person so appointed to represent such company, close corporation, partnership, body corporate or trust shall be eligible for election to Council in terms of Clauses 4.2.1, 4.2.2. and 8.
- 4.3.4. Should such company, close corporation, partnership, body corporate or trust cease to comply with the requirements of Membership as laid down in Clauses 4.2.1 and 4.2.2, its rights shall automatically be terminated, and the provisions of Clause 4.3.5 shall apply in respect of such company, close corporation, partnership, body corporate or trust.
- 4.3.5. The liquidation of a company or close corporation and the dissolution of a partnership, body corporate or trust shall automatically result in the termination of its membership of the Association, provided that -
  - (a) all amounts owing to the Association as at the date of liquidation or dissolution shall be recoverable by the Association from the liquidator of such company or close corporation, or from the members (either jointly or severally) of such partnership, body corporate or trust;
  - (b) the liquidator of such company or close corporation and the members of such partnership, body corporate or trust shall be obliged to discharge all the obligations of such company, close corporation, partnership, body corporate or trust in respect of registrations, recordings, transfers and whatever obligations the company, close corporation, partnership, body corporate or trust would have had to discharge as a member of the Association; and
  - (c) whatever fees may become due or payable as a result of herd fees, registrations, recordings, transfers or other obligations which have of necessity to be fulfilled after such automatic termination of membership, shall be raised on the scale payable by Breeder / Keeper / Hunting Operation or Professional Members.

#### 4.4. **Application for Membership**

- (a) Application for Breeder / Keeper / Hunting Operation, Professional, Corporate, Associate or Junior membership of the Association shall be made to the Secretary in writing in such form as may be prescribed by Council, and shall be accompanied by the relevant subscription and/or entrance fees as may be determined by Council from time to time.
- (b) Council may admit any applicant to membership of the Association either unconditionally or on such conditions as it may determine, or it may refuse admission to membership disclosing the reason for such refusal. At each Council meeting the Secretary shall submit the names of new applicants whose memberships must be confirmed or refused by Council.
- (c) An applicant to whom admission to membership has been refused shall be entitled to a refund of any fees forwarded with his application for membership.

#### 4.5. **Rights and Privileges of Members**

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

- (a) to receive all reports and other matters published by the Association for distribution amongst members;
- (b) with the exception of Professional, Corporate and Honorary Members, to apply for the registration/recording of animals under the Associations rules;
- (c) to attend all general meetings of the Association and, subject to Clause 4.2, have the right to vote at such meetings;
- (d) to receive expert technical advice on Predator matters from the Association's inspectors and officials if available, at a fee determined by Council; and
- (e) to consult and use the Association's official reports.

## **5. SUBSCRIPTIONS AND FEES**

- 5.1. The amounts payable to the Association in respect of all subscriptions, fees or any other dues and commissions shall from time to time be determined by Council and shall be notified to members at the ensuing Annual General Meeting of the Association.
- 5.2. The annual subscriptions and fees shall become due and payable in advance on the 1<sup>st</sup> of March of each and every year, and shall be deemed to be in arrear if unpaid within 60 days from date of invoice.
- 5.3. Any member whose subscription is in arrears, or who is indebted to the Association in respect of any fees or dues for a period longer than 60 days after a written demand for payment thereof has been addressed to him by registered post by the Secretary, shall automatically forfeit his membership of the Association: Provided that the Secretary, with the approval of the President, or in his absence, the Vice-President, may in exceptional circumstances allow extension of payment upon written application by the member concerned.
- 5.4. Council may cause an interest charge to be levied and collected on arrear accounts at a rate determined by Council from time to time.
- 5.5. Any member who, for any reason whatsoever, has ceased to be a member of the Association shall remain liable for all amounts due to the Association, as at the date on which his membership ceases.
- 5.6. Should an account be in arrear and should such account be handed over to a firm of attorneys for collection, the member concerned shall be liable to the Association for payment of all legal charges, collection and attorney and client costs incurred, in addition to the principal amount, interest, fines and penalties owing by him.

## **6. RESIGNATION AND EXPULSION OF MEMBERS**

- 6.1. Any member may resign from the Association by giving not less than one month's written notice by registered mail to the Secretary: Provided that such resignation shall take immediate effect, however such member shall remain liable for all moneys owing, and furthermore that such member shall remain liable to discharge all his obligations in respect of registrations, recordings, transfers or any other obligations he would have had to discharge as a member of the Association.
- 6.2. Council may expel and/or terminate the Association's services to any member who –
  - (a) has acted in any manner which, in the opinion of Council, is or may be prejudicial to the interests of the Association or any of its members;



- (b) has infringed any provision of the Constitution of the Association, the Code of Conduct of the Association or the Act; or
- (c) has been found guilty of an offence in terms of South African Legislation;
- (d) has an overdue account with the Association and, despite due notice and demand directed to him/her by registered letter from the Secretary, continues to remain in arrear in respect of any fees or dues for a further period of 60 days.

PROVIDED that no proceedings for expulsion in terms of Clause 6.2 shall be initiated against any member of the Association unless the Secretary has, at least 30 days prior to the date of the Council meeting at which such expulsion is to be dealt with, addressed a registered letter to such member notifying him/her of his/her proposed expulsion, and calling upon him/her, if he/she so wishes, to present, either personally or through his/her duly authorised representative, his/her side of the case at such meeting of Council.

- 6.3. Any member who has forfeited his membership in terms of Clause 5.3 or who has been expelled in terms of Clause 6.2 shall be notified by the Secretary in writing within a period of 21 days from the date upon which the resolution affecting his expulsion was passed, or upon which his membership was forfeited.
- 6.4. Where a member has forfeited his membership in terms of Clause 5.3 or has been expelled in terms of Clause 6.2 Council may, at its discretion, direct the Secretary forthwith to remove from any other register or records of the Association, the name of such member, stating the date on which his membership was terminated and the reason therefore.
- 6.5. A person who, for whatever reason, has ceased to be a member of the Association may thereafter again be admitted to membership, at the discretion of Council, upon application made in terms of Clause 4.4.

## **7. REGISTER OF MEMBERS**

- 7.1. The Association shall keep a register of all members reflecting the date of their admission to membership, their postal addresses, the amounts received with the date of payment, and arrears, if any, which may be due.
- 7.2. Every member shall communicate in writing to the Secretary any change of his postal address, and all notices or publications posted to the registered address of a member shall be considered as duly delivered to him.
- 7.3. Communications consigned by registered or certified mail to members by the Secretary shall be binding.

## **8. ELECTION OF OFFICERS**

- 8.1. The affairs of the Association shall be controlled and administered by a Council consisting of five members including the President and Vice-President.
- 8.2. **Election of President and Vice-President**
  - 8.2.1. The Annual General Meeting shall elect a President and Vice-President from the members of the incoming Council.

- 8.2.2. No elected President may hold office for more than three successive terms. He is, however, eligible for re-election to the office of President after a break of one term.
- 8.3. At each Annual General Meeting of the Association the elected members of Council shall retire from office by rotation. Two members shall retire at the first Annual General Meeting held after approval of this Constitution and shall, unless members agree among themselves, be determined by ballot. In the subsequent year the three who have been longest in office shall retire. The length of time a member has been in office shall be computed from his last election. A retiring member shall be eligible for re-election.
- 8.4. **Additional Council Members**  
In addition to the five elected members of Council, the following persons will also serve on Council in an advisory capacity -
- 8.4.1. **Representative of a Business or Organisation Associated with and/or with a vested interest in and/or with skills and knowledge required by the Association**  
A Representative of a business or organisation associated with and/or with a vested interest in and/or with skills and knowledge required by the Association may, after consultation, be co-opted on to the Council in an advisory capacity with the right to attend all meetings, but without the privilege to vote on any issue.
- 8.4.2. **Life President and Life Vice-Presidents**  
The Annual General Meeting may, on the recommendation of Council, elect any member as a Life President or as a Life Vice-President of the Association: Provided that the recommendation of Council is supported by at least three-quarters of the members present at the meeting. No more than one person may hold the office of Life president at one time, and no more than two the office of Life Vice-President. Any person so elected shall be a member of Council *ex officio* with full powers, in addition to the five members referred to in Clause 8.1 above.
- 8.4.3. **The Chief Executive Officer (C.E.O.)**  
The Chief Executive Officer is an *ex officio* member of Council and shall attend all Council meetings and may take part in all discussions but without the privilege to vote on any issue.
- 8.4.4. **The Secretary**  
The Secretary is an *ex officio* member of Council and shall attend all Council meetings and may take part in all discussions but without the privilege to vote on any issue.
- 8.5. Should any member of the Council die, resign or cease to be a member of the Association, or be called upon to fill the office of President or Vice-President as provided for in Clause 8.6, Council may appoint another member of the Association as his substitute until the next election of Council takes place. Council shall be deemed to be duly constituted and shall continue exercising all the powers conferred upon it, notwithstanding any vacancies in its body.
- 8.6. In the event of the office of President or Vice-President becoming vacant before the expiration of the period for which he was elected to the Council, at its first ensuing meeting by ballot or in such a manner as the meeting may determine, shall for the unexpired portion of that period elect another of its members to fill the vacancy.

- 8.7. An elected member of Council absenting himself from two consecutive meetings without leave, or other satisfactory reason, shall automatically vacate his seat and cease to be a member of Council.

## **9. POWERS AND DUTIES OF COUNCIL**

Council shall, subject to the terms of the Constitution and subject further to the directives of the general meetings of the Association as given from time to time, have the power to do all such things as it may deem necessary or advisable in the interests of the Association and for the advancement and attainment of the Association's objectives, and in particular shall have the power -

- 9.1. to appoint, dismiss or suspend such attorneys or other legal representatives, auditors, agents, officers or officials, or other employees for or from permanent, temporary or special services as it may deem fit; to determine their powers and duties and to fix their remuneration and conditions of service, and to require such security for the due performance of their function as it may in particular cases deem expedient;
- 9.2. to institute, conduct, defend, compound or abandon any legal proceedings by or against any of its officers or officials or other employees in connection with the affairs of the Association, 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 Association;
- 9.3. to open one or more banking accounts in the name of the Association, and to draw, accept, endorse, make or execute any bill of exchange, promissory note, cheque or other negotiable instrument in connection with the conduct of the affairs of the Association;
- 9.4. to invest or in any other manner deal with any moneys not immediately required for the purposes of the Association, upon such securities and on such terms as it may deem fit, and from time to time to change or realise such investments: Provided that funds available may only be invested with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984;
- 9.5. to lend or borrow money for the purposes of the Association upon security as determined by it;
- 9.6. to enter into indemnities, guarantees and suretyships and to secure payment thereunder in any way; to make donations; and to undertake and execute any trust; to secure payment of moneys borrowed in any manner, including the mortgaging and pledging of property, and, without detracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security;
- 9.7. to purchase, hire, take on lease or acquire for the purpose of the Association, buildings, land, goods, chattels and effects; to sell, mortgage, pledge, let, alienate or otherwise dispose of any movable or immovable property belonging to the Association, and to apply the consideration arising therefrom in such a manner as it may consider to be the best advantage of the Association;
- 9.8. to manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with all, or any part, of its property and assets;

- 9.9. to remunerate any person or persons for services rendered; and to establish schemes for the provision of pensions, gratuities and other incentives for its office-bearers and employees;
- 9.10. for the better and more convenient carrying on and fulfilment of the business of the Association, 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 Association;
- 9.11. to pay all costs and charges in connection with the administration and management of the affairs of the Association;
- 9.12. to determine with the approval of a general meeting of the Association, the date on which the Association's financial year ends, in terms of Clause 11.6;
- 9.13. from time to time, subject to the provisions of Clause 5, to adjust or revise subscriptions, fees or dues, to prescribe any such additional fees or dues as it may deem necessary, and to grant discounts on subscriptions, fees and dues;
- 9.14. to collect and receive subscriptions, fees, donations, other dues and funds, and to devote same towards the objectives of the Association;
- 9.15. to receive and consider applications for membership in terms of Clause 4, and to accept or refuse such applications at its discretion; to recommend persons for Honorary Membership in terms of Clause 4.2.5;
- 9.16. in accordance with Clause 6, to refuse inspection, registration/recording and other work for members whose accounts are overdue;
- 9.17. to terminate the membership of any person in accordance with Clause 6;
- 9.18. to convene a general meeting of the Association in terms of Clause 10.2.3, or any other meeting of the Association if it is deemed necessary;
- 9.19. to frame, alter and rescind rules and regulations for conducting the business and carrying out the objectives of the Association and to frame or amend any schedule pertaining to the Constitution as may be deemed necessary from time to time;
- 9.20. to investigate disputes arising out of the application of the Constitution or Code of Conduct and to give decisions in regard thereto;
- 9.21. to impose and exact such penalties as may be prescribed from time to time for contravention or infringement of the Constitution, rules and regulations of the Association;
- 9.22. to grant leave of absence to any member of Council or any official or employee of the Association, for such period and upon such terms as it may in each case determine;
- 9.23. to co-opt the services of any member of SAPA, or other person and to appoint persons to subcommittees upon such terms and with such powers as it may from time to time deem expedient: Provided that the President and Vice-President of the Association shall be *ex officio* members of all subcommittees with full rights and privileges;
- 9.24. to appoint or discharge inspectors for the inspection of animals submitted for such purposes as members of the Association may require the service of such inspectors, and to give such inspectors instructions and powers in regard to their

duties for the purpose of ensuring that the objectives of the Association are being carried out;

- 9.25. to order an investigation by inspectors of the Association in any case where records are not properly kept and to take such action as it may consider advisable in the interests of the Association;
- 9.26. to draw up a "Standard of Excellence" and to lay down minimum reproduction and other standards by which:
  - (a) animals shall be inspected as a prerequisite for registration;
  - (b) applications for importation and exportation of animals shall be recommended;
  - (c) semen and ovum donors shall be approved for embryo transfer purposes; and
  - (d) animals shall be recommended for approval for the sale of semen under stipulations in that regard as prescribed in the Act.
- 9.27. to organise inspectors courses and examinations, and at its discretion, to appoint successful candidates as official inspectors;
- 9.28. to organise and promote sales, either by public auction or private treaty, and for such purposes to appoint auctioneers and agents and to charge commission on such sales;
- 9.29. to cancel membership of any person in accordance with Clause 6; and
- 9.30. generally to perform all such acts as may be necessary for the welfare of the Association and the conduct of its affairs, provided always that any action taken, or instructions given shall not be contrary to the terms of the Constitution.

## **10. MEETINGS**

### **10.1. Council Meetings**

- 10.1.1. Council shall meet at such date, time, place and method as it may from time to time determine, or as may be decided by the President: Provided that not less than two Council meetings shall be held in each financial year.
- 10.1.2. A special Council meeting
  - (a) may be called by the President (or in his absence by the Vice-President) at such time and place as such office-bearer may decide, or
  - (b) shall be called upon a requisition signed and addressed to the Secretary by not less than two thirds of the members of such Council stating the reason/s for such meeting.
- 10.1.3. Not less than 14 days prior to the holding of a Council meeting, written notice of time, date and place of such meeting shall be sent by the Secretary to each member of Council.
- 10.1.4. No resolution of Council in respect of any matter shall be varied or rescinded, unless the resolution varying or rescinding the same be passed at a meeting in respect of which not less than 14 days' notice specifying the intention to vary or rescind, has been given to all Council members:

Provided that a resolution may be varied or rescinded without such notice if all members of Council are present and so decide.

## 10.2. General Meetings

- 10.2.1. A general meeting of the Association to be known as the Annual General Meeting shall be held once a year at such date, time and place as may be determined by Council, but not later than three months after the end of the financial year.
- 10.2.2. The business of the Annual General Meeting shall be –
- (a) to receive and consider the annual report of Council, together with the duly audited financial statements of the Association as at the end of the previous financial year;
  - (b) to appoint auditors, to fix their remuneration and to determine their conditions of appointment;
  - (c) to transact any other business which under this Constitution is required to be transacted at the Annual General Meeting; and
  - (d) to consider any other matter for which due notice has been given in terms of Subclauses 10.2.3, 10.2.4, 10.2.5 and 10.2.6.
- 10.2.3. A special general meeting of the Association may, at any time upon 14 days' written notice to members, be called –
- (a) by Council;
  - (b) by the President (or in his absence by the Vice-President); and
  - (c) shall be so called, upon a written requisition signed and addressed to the Secretary, by not less than four members of the Association, stating the business to be transacted at such meeting
- 10.2.4. Not less than 21 days prior to the holding of the Annual General Meeting a preliminary notice of the time, date and place of the meeting shall be sent by the Responsible Official to every member. Any member intending to put forward any matter for discussion at the Annual General Meeting shall give written notice thereof to reach the Responsible Official not less than 15 days prior to the holding of the meeting. No subject put forward by any member shall be put on the agenda of the Annual General Meeting unless the requisite notice of motion has been given in terms of this sub clause.
- 10.2.5. Not less than 14 days prior to the holding of any general meeting a final notice of the time, date and place of such a meeting together with the agenda of such a meeting shall be sent to each member of the Association.
- 10.2.6. No resolution shall be taken at a general meeting in respect of any matter unless notice thereof appears in the agenda sent to the members, with the notice calling the meeting, unless such a 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.
- 10.2.7. Any general meeting may be adjourned by a two-thirds majority of the members present thereat and entitled to vote.

**10.3. Chairperson**

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

**10.4. Voting Procedures**

10.4.1. All matters submitted to any meeting shall, save as is otherwise provided, be decided by the votes of the majority of those members present and entitled to vote, and in the event of an equality of votes, the person presiding at the meeting shall have a casting vote as well as a deliberative vote.

10.4.2. Voting at all meetings shall be by show of hands unless voting by ballot is demanded by two-thirds of the members present and entitled to vote, in which event voting shall be by secret ballot.

**10.5. Non-receipt of Notices**

No business, which is 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. Written notices shall include any notice sent electronically to members.

**10.6. Quorums**

10.6.1. One third of the members of the Association personally present at the commencement of any general meeting and entitled to vote, shall form a quorum for such meeting.

10.6.2. Two thirds of Councillors personally present at any Council meeting and entitled to vote shall form a quorum for such Council Meeting.

10.6.3. If at any meeting a quorum is not present, the meeting shall stand adjourned to a time (not less than 21 days and not more than 30 days thereafter) 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, Vice-President or a Life 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 to the Constitution) as the presiding member may declare to be of an urgent nature, and such adjournment for half an hour shall be without prejudice to the rights of the meeting after dealing with such urgent business to adjourn to a time, date and place as herein provided.

10.6.4. When a meeting has been thus adjourned, a notice shall be sent to all members within 14 days after the adjournment, in which shall be stated the time, date and place to which the meeting has been adjourned and the reason for the adjournment.

**10.7. Minutes of Meetings**

10.7.1. A copy of the minutes of all general meetings shall be supplied to each member of the Association. Copies of the minutes of Council and any

subcommittee meetings shall be supplied to all persons serving on the committee concerned.

- 10.7.2. The minutes of all meetings approved at a subsequent meeting and signed by the President or the person who may preside over the subsequent meeting shall be proof thereof that all the proceedings were conducted properly and that all elections, appointments and resolutions adopted at that meeting, are valid and binding.

## **11. FINANCIAL PROVISIONS**

- 11.1. Council shall cause one or more banking accounts to be opened in the name of the Association, and any amounts accruing to the Association, shall be deposited in such banking account or accounts as Council may direct.
- 11.2. All payments out of the funds of the Association shall be effected by the secretary or person appointed by Council: Provided that nothing herein contained shall prevent Council from maintaining and operating a petty cash fund, or from paying in cash such ordinary and usual monthly accounts as do not in total exceed a sum determined by Council.
- 11.3. Council shall cause proper books of account of income and expenditure to be kept in respect of the Association. All accounts shall be audited from time to time, but not less than once every year by an auditor or auditors appointed by Council.
- 11.4. All the property of the Association shall be vested in Council.
- 11.5. The income and property of the Association, from whatever source derived, including profits or gains, shall be applied solely to the promotion and furtherance of the objectives of the Association, and with the exception of discounts referred to in Clause 9.13, no part thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to any person: Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any employee or other person/s for services rendered to the Association.
- 11.6. The Association's financial year shall end on a date determined by Council and approved by a General Meeting of the Association.

## **12. AFFILIATIONS**

The Association may by a majority vote of at least two-thirds of the members personally present, voting and entitled to vote at any general meeting, affiliate with or incorporate any association, society or organisation having aims and objectives kindred to those of the Association.

## **13. AMENDMENTS TO THE CONSTITUTION**

- 13.1. The Constitution may be added to or altered by a resolution approved by not less than two-thirds of the members present, and entitled to vote at a general meeting of the Association, of which meeting and of which proposed addition to, alteration, variation or amendment of the Constitution, not less than 21 days' written notice has been given to each member of the Association.



13.2. No such addition to, alteration, variation or amendment to the Constitution, notwithstanding that it has been passed in the manner prescribed in Clause 13.1, shall be of any force or effect until it is confirmed and approved in terms of the Act.

13.3. Any amendment to the constitution will be submitted to the Commissioner for the South African Revenue Service.

#### **14. OFFICE OF THE ASSOCIATION**

The office of the Association shall be at any centre as may be determined by Council from time to time subject to confirmation by the ensuing general meeting of members.

#### **15. DISSOLUTION OF THE ASSOCIATION**

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

#### **16. AUTHENTIC VERSION OF CONSTITUTION**

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

#### **17. EMPLOYEES OF THE ASSOCIATION**

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

#### **18. DELEGATION OF POWERS**

Notwithstanding anything contrary in the Constitution, any member may, under power of attorney, duly executed and filed with the Secretary, authorise another person to sign on his behalf, any document in connection with the administration of a predator herd; and any signature given by such authorised person shall be accepted by the Association as being valid and binding as if it had been given by the member himself: Provided that nothing herein contained shall entitle such authorised person in any manner whatsoever to participate in the nomination of, or voting for any member of Council, or voting on any matter where his principal has a vote, or to attend any meeting on his principal's behalf.

#### **19. NON-MEMBERS**

Such privileges of membership as the Council may determine, may be conferred on non-members: Provided that there shall be no legal or other obligation on the Association to such non-members, and provided further that all fees payable in respect of any services rendered by the Association to non-members shall be as determined by Council and payable in advance.

# **BYE-LAWS**

## **1. NATIONAL REGISTRY**

The registration system administered by SAPA shall be the National Registry, be it computerised or in any other form, and which shall be maintained and operated by SAPA as the registering authority in terms of the Act.

The progeny of a registered female mated to a registered male are eligible for registration in the National Registry:

- 1.1. Provided that they comply with all registration requirements in terms of the Constitution;
- 1.2. Provided that they conform to the minimum requirements as may be determined by Council; and
- 1.3. Provided further that they have been inspected and approved by a SAPA inspector.

## **2. PREFIX AND HERD DESIGNATION MARK**

- 2.1 No animal shall be accepted for birth recording or registration/recording unless the breeder has previously registered with the relevant authority for his exclusive use, a prefix by which all animals bred by him and eligible for birth recording or registration/recording shall be designated, and a herd designation mark by which such animals shall be identified.
- 2.2 No prefix shall exceed 18 characters, and the name of a city, town or post office in South Africa shall not be accepted for registration as a prefix.
- 2.3 The herd designation mark registered with the registering authority for the breeder's exclusive use shall not exceed four characters and shall consist of letters, numbers or a combination of letters and numbers, but shall not consist of the same four letters or the same four numbers.
- 2.4 Application for the registration of such prefix and herd designation mark shall be to the relevant authority and shall be accompanied by such fee as may be prescribed from time to time.
- 2.5 No transfer of a prefix or herd designation mark shall be allowed from one breeder to another, except under such conditions and to such persons as are provided for in the Constitution of the relevant authority.

## **3. IDENTIFICATION OF AN ANIMAL**

- 3.1. All live animals of which the births are notified and all animals offered for registration/recording must be identified in the manner approved by SAPA, and any animal which has not been identified shall not be accepted for birth recording or for registration/recording.
- 3.2. DNA profiling and microchip insertion shall be SAPA's official system of marking for the uniform and permanent identification of all animals submitted for birth recording or registration/recording.
- 3.3. Every cub must be identified by the breeder within 60 days of birth.
- 3.4. The identification of an animal shall include the prefix registered in favour of the breeder, and exclusive of the prefix, the herd designation letters, the year and the number of the microchip inserted into the animal. No additional name or number may be used for official identification.

- 3.5. The identification of any animal once accepted for registration/recording of its birth, shall not thereafter be changed or amended, except when the identification reflects an obvious error, in which event it shall be permissible to amend the identification only to the extent of correcting the error.
- 3.6. In the event of a breeder making a mistake when identifying a cub, or in the event of a microchip becoming inactive or faulty, the owner of the animal shall report the fact to SAPA in writing, and the animal shall be re-identified in the presence of an inspector, after such inspector has satisfied himself as to the correctness of the identity of the animal.
- 3.7. Save for the compulsory identification of animals as regulated of animals registered in the National Registry, the branding or tattooing of any other brand or tattoo mark whatsoever on an animal by the breeder or owner or his agent, is strictly prohibited, and the registration certificate of any animal so marked shall be liable to cancellation.
- 3.8. No animal shall be transferred unless it has been officially identified.

#### **4. NOTIFICATION OF BIRTHS AND APPLICATION FOR REGISTRATION/ RECORDING**

- 4.1. The breeder of an animal born from a registered/recorded dam, or one eligible for registration/recording, shall notify the registering authority within 60 days of its birth, whether born dead or alive, or retained for registration/recording or otherwise. Births notified after such period shall be accepted subject to the approval of Council and on payment of a late notification fee as may be determined by Council. Any cub whose birth is not notified within six months shall not be eligible for registration/ recording.
- 4.2. A birth notification shall in the case of an animal which is eligible for registration/ recording, not include an application for registration/recording. Whenever the registering authority receives a due and valid notification of the birth of a live cub which is eligible for registration/recording, a birth notification shall forthwith be recorded.
- 4.3. No birth notification/application for registration/recording of an animal shall be accepted unless the sire and dam at the time of service were more than twenty four months old.
- 4.4. In the event of multiple births the breeder shall in addition to the particulars ordinarily required, also record on the birth notification form the number and sex of the other cubs in the litter as the case may be.
- 4.5. Birth notifications/applications for registration/recording shall be submitted to the registering authority in a format as approved by SAPA, and copies thereof shall be kept by the breeder concerned for inspection and checking at all reasonable times by officers of SAPA.
- 4.6. Records shall be kept by SAPA in the name of each breeder, of all animals born whose births have been duly notified by the relevant breeder, and of such other details as may be determined by SAPA.
- 4.7. The birth notification shall contain a declaration in the following terms:-  
“I declare that the pedigree, breeding particulars and identification of the animal described herein are correct, and that all the requirements of the Constitution and the Act relating to birth notifications have been complied with.”

- 4.8. The birth notification shall be accompanied by the necessary parentage verification and DNA profile number from a registered laboratory recognised by SAPA.

## **5. RULES GOVERNING ARTIFICIAL INSEMINATION (A.I.)**

- 5.1. Artificial insemination will only be allowed under the following circumstances:

- (a) Upon written application and subsequent approval by SAPA;
- (b) The donor animal has been approved for the purpose by a SAPA inspector and recorded as such;
- (c) For the purpose of scientific research approved by SAPA; and
- (d) Provided that all requirements of the relevant Acts and the Constitution have been complied with.

- 5.2. Animals which have been begotten through A.I. shall be eligible for registration/recording: Provided that all requirements of the Act and the Constitution have been complied with.

- 5.3. No birth notification shall be accepted for the purpose of registration/recording unless it is endorsed "Begotten by A.I.".

- 5.4. Irrespective of the provisions of Bye-law 5.2, no progeny resulting from A.I. shall be eligible for registration/recording unless the parentage has been confirmed by a DNA parentage control test.

- 5.5. The SAPA reserves the right, through its officers, to supervise and/or inspect the keeping of records in connection with A.I. by its members.

- 5.6. The SAPA as the registering authority reserves the right to refuse to register the progeny resulting from A.I. should any of these rules or the provisions of the Act not be fully adhered to.

- 5.7. Breeders resident in the Territory outside South Africa who enjoy the privileges of registration/recording of animals under the provisions of the Constitution, may apply for registration/recording of progeny begotten by A.I.: Provided that the semen is obtained from a source approved by the SAPA, and provided further that the collection of semen, the handling thereof, the insemination of the animals and the maintenance of records shall be effected in such manner as may be duly approved by the SAPA.

- 5.8. **Collection and storage of predator semen and the registration of progeny resulting from the use of such semen**

SAPA retains the right, subject to the provisions of the Act, to approve or deny breeders permission to collect and freeze the semen of their own predators.

Sale of predator semen is strictly prohibited unless:

- (a) complete details of the ownership of the sire concerned and the purpose for sale of semen have been submitted to and approved by SAPA;
- (b) the official DNA typing laboratory number of the sire has been confirmed;

- (c) the collection and storage of the semen will be carried out in accordance with the requirements of the relevant Acts and under the supervision of a SAPA official; and
- (d) all requirements of the Constitution in respect of A.I. are complied with.

## 6. RULES GOVERNING EMBRYO TRANSFERS (E.T.)

6.1. Embryo transfers will only be allowed under the following circumstances:

- (e) Upon written application and subsequent approval by SAPA;
- (f) For the purpose of scientific research approved by SAPA; and
- (g) Provided that all requirements of the relevant Acts and the Constitution have been complied with.

6.2. Animals which have been begotten as a result of E.T. shall be eligible for registration/ recording: Provided that:-

- (a) both the male and the female animals which gave rise to the embryo concerned were inspected and approved for the purpose by an inspector of SAPA and recorded as such;
- (b) except in the case of an animal begotten as a result of E.T. and imported *in utero*, all the following documents are submitted to SAPA within 60 days of each embryo transfer:-
  - (i) the certificates reflecting the official DNA typing laboratory numbers of both the male and female animals that gave rise to the embryo concerned;
  - (ii) a certificate signed by a veterinarian or a registered embryo transferor to the effect that the provisions of the relevant Acts have been complied with;
  - (iii) a duly completed Schedule O form; and
  - (iv) in the case of an animal begotten from an imported ovum, a certificate issued by a competent body, recognised by SAPA, in the country of origin, stating the names, identification and registration numbers and official international DNA profile certificates of the ovum and semen donors, the date and place of collection, the number of viable ova collected, and the date exported;
- (c) in the case of an animal begotten as a result of E.T. and imported *in utero*, the following evidence and documents endorsed by the Herd Book Society (or body recognised by SAPA) in the country of origin are submitted to SAPA within 30 days of the arrival of the recipient dam in South Africa:-
  - (i) evidence of the service or insemination and flushing of the embryo donor;
  - (ii) evidence of the transfer of the embryo concerned and date thereof to the relevant recipient dam;
  - (iii) three-generation pedigrees of both donors;

- (iv) International DNA profile certificates of both donors; and
  - (v) evidence that both donors conform to the minimum requirements as may be determined by Council.
- (d) a birth notification in respect of an animal resulting from E.T. is submitted in the format referred to in Bye-law 4.5;
- (e) confirmation of parentage in each instance by DNA typing or another proven scientific method of confirming parentage, approved by SAPA, is supplied, unless otherwise determined by the SAPA; and
- (f) all other requirements of the Constitution in respect of birth notifications, registration/recording, inspection and reproduction are complied with.
- 6.3. SAPA reserves the right, through its officers, to supervise and/or inspect the keeping of records in connection with the practice of E.T. by its members.
- 6.4. Breeders resident in the Territory outside South Africa who enjoy the privileges of registration/recording of animals under the provisions of the Constitution, may apply for registration/recording of progeny begotten as a result of E.T.: Provided that all requirements of the Constitution in respect of E.T. are complied with, the fertilised ova are obtained from a source approved by SAPA, and provided further that the collection of ova, the handling thereof, the inovation of the animals and the maintenance of records shall be effected in such manner as may be duly approved by SAPA.
- 6.5. SAPA, as the registering authority, reserves the right to refuse to register the progeny resulting from E.T. should any of these rules not be fully adhered to.

## **7. GESTATION AND INTER-WHELPING PERIODS**

- 7.1. The gestation period shall be days 110 days. The minimum acceptable gestation period shall be 90 days, and the maximum period shall be 130 days.
- 7.2. The minimum period between the birth dates of two successive litters out of one female (inter-whelping period) shall be 350 days.
- 7.3. Any gestation or inter-whelping periods outside these ranges shall not be recognised unless application has been submitted and special permission is granted by SAPA.

## **8. CONFIRMATION OF PARENTAGE**

- 8.1. All predators must be DNA typed prior to being eligible for registration/recording.
- 8.2. The parentage of all cubs must be verified in order for them to be eligible for birth notification and registration/recording.
- 8.3. In order to confirm the parentage of an animal, SAPA shall at any time have the right to insist on DNA typing or any other accepted, proven scientific method of confirming parentage -
- (a) as a routine procedure, on a basis to be determined by SAPA from time to time; and
  - (b) in any case of doubt.

- 8.4. In respect of the tests referred to in Bye-law 8.3.(a) the breeder will be responsible for all costs of all parentage control tests.
- 8.5. In respect of the tests referred to in Bye-law 8.3.(b) the owner shall bear the costs of the tests required.

## **9. REQUIREMENTS FOR REGISTRATION/RECORDING**

- 9.1. The requirements for the registration of an animal shall be the acceptance of a due and valid notification of its birth to the registering authority and a subsequent application for registration: Provided that -
- (a) in the case of animals to be recorded/registered in the National Registry, the animal's registration shall be approved or declined by one SAPA inspector, following an inspection of the animal;
  - (b) in the case of imported animals, the animal's registration shall be approved or cancelled by one SAPA inspector, following an inspection of the animal;
  - (c) the registration/recording of any animal which fails to comply with the minimum standards as determined by SAPA, shall be automatically declined; and
  - (d) any animal which is not approved during an inspection ordered by SAPA in terms of Bye-law 10 shall be cancelled forthwith.

In all cases where the animal's registration/recording is to be cancelled, the owner shall be required to return the animal's registration/recording certificate to the SAPA for cancellation.

- 9.2. Any animal of which the particulars supplied on the birth notification form or accompanying certificates in terms of Bye-law 4, are open to question may, at the discretion of SAPA, be debarred from registration.

### **9.3. South African Bred Animals**

- 9.3.1. No application for registration of South African bred animals shall be considered by the registering authority unless details of its birth have been duly notified and accepted in terms of Bye-law 4, and

- (a) both its parents; or
- (b) its dam, in the case of an animal imported *in utero* or resulting from imported semen;

have been registered/recorded by the Registering authority.

- 9.3.2. Application for registration of an animal shall be made upon approval of one inspector. In all cases, the form of application shall be laid down and endorsed by SAPA to the effect that all requirements of the Constitution in respect of registration/recording have been met.

### **9.4. Imported Animals**

- 9.4.1. An imported animal or one resulting from imported semen or an imported embryo shall be eligible for registration/recording by the Registering authority provided that the requirements of the relevant Acts and the Constitution have been complied with.

An imported animal shall be eligible for registration/recording provided that the application for registration/recording is accompanied by -

- (a) a certificate of registration/recording or an export certificate issued by a Herd or Stud Book Society (or other body recognised by the Association) in the country of origin;
- (b) an official international DNA profile certificate issued by a body recognised by SAPA;
- (c) evidence to the effect that the animal concerned conforms all requirements as may be determined by the SAPA from time to time; and
- (d) a report of the inspector or a statement by the applicant confirming that the applicant is the *bona fide* importer of the predator concerned;
  - (i) the animal can be positively identified as the one recorded on the registration and/or export certificate;
  - (ii) the animal was sold and left the seller's possession on the date stated and that the animal was shipped and/or transported to the Territory on the date stated; and
  - (iii) that the animal arrived on the applicant's property on the date stated.

9.4.2. Registration certificates shall be issued by the registering authority in respect of imported animals.

#### **9.5. Animals Resulting from Imported Embryos**

Animals resulting from the transfer of imported embryos in respect of which Bye-law 6 and all other provisions of the Constitution been complied with, shall be eligible for registration/recording: Provided that such ova -

- (a) were collected by a competent body in the country of origin (approved by the Directorate of Animal Health of the National Department of Agriculture) from an animal which complies with the minimum requirements for the importation of ova determined and approved by SAPA; and
- (b) if fertilised, such ova shall have been fertilised with semen of a predator which likewise complies with the above-mentioned minimum requirements.
- (c) official international DNA profile certificates of both parents issued by a body recognised by SAPA.

### **10. INSPECTION AND MINIMUM REQUIREMENTS**

#### **10.1. Minimum standards**

Minimum standards shall be determined by Council from time to time with respect to all prerequisites for the registration/recording of all South African bred and of imported animals.

#### **10.2. Chemical/Hormonal Stimulants or Suppressors**

No animal shall be accepted for registration/recording if it has been treated with chemical or hormonal growth stimulants or suppressors. Such practices shall be considered prejudicial to the interests of the SAPA.



### **10.3. Inspections and Duties of Inspectors**

- 10.3.1. In terms of Clause 10.25 of the Constitution, Council shall appoint inspectors to inspect all animals eligible for registration/recording and all imported animals upon application by the breeder concerned.
- 10.3.2. The inspectors shall inspect each eligible animal upon presentation of the application for registration/recording form and shall satisfy themselves that the age, identification and other details as appearing on the said application or certificate are correct and correspond with the animal offered for inspection. Furthermore, they shall satisfy themselves that the animal conforms in all respects to the minimum standards as determined by Council.
- 10.3.3. All animals must be inspected and approved between the age of 12 and 24 months, except in the case of imported animals where no age limit shall apply. The inspectors are empowered to use their discretion in holding any particular animal over for inspection during their next visit in which case the maximum age referred to above shall not apply.
- 10.3.4. Inspectors acting on the instructions of Council may at any time, without prior notice, carry out a general inspection of any member's predators. At such inspection, all registered/recorded animals shall be inspected. The inspector/s shall satisfy themselves that the age, identification and other details as appear on each animal's registration/recording certificate are correct and correspond with the animal offered for inspection. Furthermore, they shall satisfy themselves that each animal conforms in all respects to the minimum standards as determined by Council. The certificates of the animals which are not approved by the inspector/s at such inspection shall forthwith be returned to the registering authority for cancellation.
- 10.3.5. Any breeder dissatisfied with an inspector's decision may lodge an appeal to SAPA within three weeks after the inspection. Such appeal must be accompanied by a deposit of an amount as prescribed by Council from time to time. A board of appeal appointed Council shall then re-inspect the animal or animals in question and, if the appeal is upheld, the relevant deposit shall be refunded, less expenses incurred by SAPA.
- 10.3.6. Except in cases referred to in Bye-law 10.3.4, timeous notice shall be given to breeders of an intended visit by an inspector.
- 10.3.7. Inspectors may, in addition to the inspections referred to above, perform other duties with the approval of Council, including demonstrations and lectures at farmers' days or inspector's courses.
- 10.3.8. Inspectors employed by the SAPA may not accept instructions from members or non-members to negotiate the buying or selling of animals, nor may they accept any commission arising from sales or purchases of animals: Provided that breeders who are appointed as inspectors shall not be subject to this rule.
- 10.3.9. Fees payable for inspections and other duties performed by inspectors shall be determined by Council from time to time.
- 10.3.10. No breeder shall act as an inspector of his own animals.

## **11. REGISTRATION/RECORDING CERTIFICATES**

### **11.1. Original Certificates**

- 11.1.1. Registration/recording certificates to be issued in respect of any animal shall be in the form desired by SAPA.
- 11.1.2. All registration/recording certificates issued by the registering authority in respect of animals begotten by embryo transfer or artificial insemination shall bear the letters "ET" or "AI" respectively behind the names of the animals appearing on such certificates.
- 11.1.3. Confirmation of the maintenance of registration/recording status of an animal shall be indicated on the registration/recording certificate, in the case of all animals by the registration number/s of the relevant SAPA inspector/s after inspection and approval of the animal concerned.

### **11.2. Alteration or Additions to Registration/Recording Certificates**

Any alteration or addition to the essential information or particulars officially recorded on any registration/recording certificate, which has not been initialled by the President of SAPA or any unauthorised endorsement or remark on such certificate bearing upon the essential information or particulars contained therein, shall render such certificate invalid.

### **11.3. Duplicate or Replacement of Registration/Recording Certificates**

SAPA may upon written application, accompanied by a statement by the applicant setting out all the relevant circumstances, issue a duplicate or replacement of any registration/recording certificate issued by the registering authority, which has been mislaid, mutilated or lost: Provided that such application shall be made by the person in whose name the animal concerned was last registered/recorded.

### **11.4. Cancellation of Registration/Recording Certificates and Reinstatement of Animals**

- 11.4.1. Council may cancel the birth recording or registration of any animal which has -
  - (a) been birth recorded or registered/recorded by mistake;
  - (b) been birth recorded or registered/recorded on the strength of false or fraudulent information supplied by the owner; or
  - (c) been birth recorded or registered/recorded after the owner has failed to comply with any relevant Bye-law;and to notify the breeder or owner accordingly.
- 11.4.2. The Association may cancel the registration/recording of any animal which has failed to meet minimum standards as may be determined by Council from time to time and to notify the breeder or owner accordingly.
- 11.4.3. A registration certificate of an animal issued by the registering authority shall be returned for cancellation and/or endorsement within 60 days after its death, culling or other circumstances requiring the certificate's cancellation or endorsement in terms of the Constitution of SAPA.

- 11.4.4. All documents so returned shall be suitably endorsed and kept for a period of twelve months, whereafter they shall be destroyed.
- 11.4.5. In the event of the registration/recording certificate of an animal having been cancelled, such animal may be reinstated in the records of the registering authority: Provided that the application for the reinstatement is made by the person who applied for the cancellation of the registration/recording, and the reinstatement is approved by SAPA. The reinstatement of any such animal shall be effected upon payment of such fee as may be determined from time to time.

## **12. TRANSFER OF ANIMALS**

- 12.1. For the purpose of this Bye-law and Bye-law 3.8, "transfer" means any transaction whereby any person acquires the right to sole ownership of an animal or to any share or additional share of the ownership of an animal, and shall include the sale, exchange, inheritance or donation of whole or part ownership, and the relinquishment of any share in the ownership of such an animal (as the case may be).
- 12.2. Any seller who transfers sole ownership of an animal or part ownership in an animal, shall within 30 days of the date of such transfer, furnish -
- (a) the Registering authority with the registration/recording certificate of the animal concerned, with the details of the transfer duly provided; and
  - (b) payment of the prescribed fee as may be determined from time to time.
- 12.3. In the case of sole ownership, the date of transfer shall be deemed to be the date on which the animal left the seller's possession.
- 12.4. If the animal to be transferred is:
- 12.4.1. a pregnant female, the seller shall together with his application for transfer, furnish the buyer with the identification and registration number of the sire by whom she was served, together with the service date/s, or of the predator with whose semen she was inseminated and the insemination date/s, whichever the case may be. The seller shall in addition furnish the buyer with a copy of such certificate.
  - 12.4.2. a recipient dam, the application for transfer shall be accompanied by an embryo transfer certificate and duly completed Schedule O form or copy thereof.
- 12.5. Should the seller for any reason whatsoever, fail or refuse to take any steps to effect such transfer, including failing or refusing to deliver the original registration/recording certificate, and should the buyer be willing to pay such fees as may be laid down by Council, SAPA may take such steps as it deems fit in order to effect the transfer.
- 12.6. No alteration to an already recorded transfer date shall be effected unless an application to that effect, duly signed by the buyer and the seller concerned is made to the registering authority.

## **13. JOINT OWNERSHIP OF ANIMALS**

- 13.1. When an animal is transferred to joint owners, the full name and address of each joint owner shall be submitted to the registering authority.

13.2. The joint ownership and use of an animal is subject to the provisions of the Act.

#### **14. REFUSAL OF APPLICATIONS**

14.1. SAPA may refuse to accept applications from any person who has intentionally supplied false, inaccurate or misleading information, or who has negligently failed to supply any information or particulars which it was his duty to supply within a reasonable time.

14.2. Whenever SAPA has refused to accept applications from any person, it may, in addition, cancel any or all previous entries made in the National Registry on behalf of such person.

14.3. The Association shall not take any action under Bye-laws 15.2 and 15.3 except after an investigation by a commission consisting of the President and/or Vice-President of SAPA and two other members appointed by Council, and in accordance with the recommendation of that commission.

14.4. Council may refuse registration of a breeder's animals if he/she has not complied with the compulsory submission of the required data.

#### **15. IMPORTATION AND EXPORTATION OF ANIMALS, SEMEN OR EMBRYOS**

15.1. Applications to import or export animals, semen or embryos, shall, in terms of the Act, be submitted in duplicate, on forms available from the Registrar, together with the prescribed fee and the required documents reflecting the details referred to in Bye-law 15.2, to SAPA; and SAPA shall in turn submit one copy, together with its recommendation, to the Registrar.

15.2. Council shall determine minimum requirements for the importation and exportation of animals, semen and ova in terms of Clause 10.27 of the Constitution, and no such importation or exportation shall be recommended by SAPA unless the said requirements are complied with.

15.3. Imported animals and animals resulting from the importation of semen or ova which comply with the minimum requirements referred to in Bye-law 15.2 and the requirements of the Constitution and the relevant Acts shall be eligible for registration/recording.

15.4. SAPA may, upon application, issue export certificates in respect of animals, semen or ova in the form desired and approved by SAPA.