



CONSTITUTION

OF

THE SCHNAUZER CLUB OF GAUTENG

This Constitution, as duly replaced from time to time in accordance with the terms thereof, is the only valid Constitution of **The Schnauzer Club of Gauteng** and replaces all previous Constitutions of this Club that exist, or may previously have existed, under any other name or in any form whatsoever.

The validity of this Constitution or any replacement thereof from time to time is evidenced by the appending thereto the signatures of the Chairman and Secretary of **The Schnauzer Club of Gauteng**, for the time being, at a properly constituted Annual General Meeting or duly convened Special General Meeting at which the replacement Constitution was adopted.

1. NAME

- 1.1. The name of the Club shall be **The Schnauzer Club of Gauteng**, hereinafter referred to as "the Club".

2. AFFILIATION TO THE KENNEL UNION OF SOUTHERN AFRICA (KUSA)

- 2.1. The Club shall be affiliated to the Kennel Union of Southern Africa (KUSA) as a Multi-breed Specialist Club through the Districts of Gauteng & Surrounds Provincial Council of KUSA (DOGSPC) and shall observe the Constitution, Rules and Regulations of KUSA.

3. HEADQUARTERS AND ADDRESS OF THE CLUB

- 3.1. The headquarters of the Club shall be as determined from time to time by the Committee but shall be in the geographical area covered by DOGSPC and the Club's Dog Shows shall take place within this area, or at any neutral venue as may be declared by KUSA from time to time.

4. INTERPRETATION

- 4.1. Throughout this Constitution and in any By-laws framed under it, words importing the singular shall include the plural; words importing the masculine gender shall include the feminine and neuter genders and vice versa, unless such interpretation is inconsistent with the context thereof.
- 4.2. When used in this Constitution or any By-laws appended thereto, the following words and phrases shall have the meaning ascribed to them unless the context clearly commands a different meaning:
 - 4.2.1. "Animal Improvement Act", No. 62 of 1998, generally referred to as "AIA", inclusive of the Regulations issued in terms thereof and amendments affected thereto from time to time, means the law enacted to improve the

breeding, production, and performance of genetically superior animals, including purebred dogs, in the Republic of South Africa.

- 4.2.2. "Breed Standards" mean the breed standards adopted by KUSA for the Miniature Schnauzer, Schnauzer and Giant Schnauzer.
- 4.2.3. "By-laws" mean the standing rules and regulations made by the Club or any sub-committees appointed by the Club, which have been formally adopted by the Club and approved by the Executive Committee of KUSA and duly appended to this Constitution from time to time.
- 4.2.4. "Constitution" means this constitution of the Club, inclusive of its By-laws, as amended from time to time.
- 4.2.5. "Club" means **The Schnauzer Club of Gauteng**, affiliated to KUSA as a Multi-breed Specialist Club.
- 4.2.6. "Dog Show" means any exhibition or show for dogs defined in, and recognised under, the Constitution of KUSA which, for the purposes hereof, includes:
 - 4.2.6.1. "National Championship Show", held by any of the categories of Club identified in Schedule 3 Regulation 1.2.1 of the KUSA Constitution, being a dog show at which KUSA permits its challenge certificates and other certificates to be awarded in competition for National Championship and other national awards.
 - 4.2.6.2. "International Championship Show", being an All-breeds dog show held under the Regulations of the FCI, where the FCI allows its F.C.I.-C.A.C.I.B.s® to be awarded in competition for International Championship and where FCI-gradings are on offer.
 - 4.2.6.3. "Non-Championship Show", being an open show, where dogs don't compete for National Championship, but may accumulate credits towards certain National Competitions, unrelated to Championship.
 - 4.2.6.4. "Multi-breed Specialist Show", being a dog show at which KUSA permits additional certificates to be awarded which may apply to Miniature Schnauzers, Schnauzers and Giant Schnauzers only.
- 4.2.7. "Executive Committee" means the Executive Committee of KUSA.
- 4.2.8. "Fédération Cynologique Internationale", generally referred to as the "FCI", is the international federation of National Canine Organisations of most countries of the world, which acts as the Regulator of dog shows and all forms of dogsport and serves as the repository and custodian of the country-of-origin breed standards of recognised purebred dogs.
- 4.2.9. "Federal Council" means the Federal Council of KUSA.
- 4.2.10. "General Meetings" mean Annual General Meetings and Special General

Meetings.

- 4.2.11. "Giant Schnauzer" means a male or female Giant Schnauzer, classified as an animal under the Animal Improvement Act.
- 4.2.12. "Independent Financial Practitioner" means a person with trusted and proven experience in the examination of accounts and financial records and in the statement of financial results, but who does not necessarily hold the formal qualifications required of an auditor.
- 4.2.13. "KUSA" means the Kennel Union of Southern Africa.
- 4.2.14. "Member" means a person who holds one of the categories of membership permitted by the Club.
- 4.2.15. "Member in Good Standing" means a fully paid-up Member who is not under investigation for conduct alleged or considered to be harmful, prejudicial, or injurious to the objectives, interests, good order or character of the Club, or of KUSA, as contemplated in clause 13 of this Constitution.
- 4.2.16. "Miniature Schnauzer" means a male or female Miniature Schnauzer, classified as an animal under the Animal Improvement Act.
- 4.2.17. "Officers" mean the Chairman, Vice-Chairman, Secretary and Treasurer of the Club.
- 4.2.18. "Protection of Personal Information Act", No. 4 of 2013, generally referred to as "POPIA", means the law enacted to compel public and private bodies to protect the personal information entrusted to their custody and, by providing for the lawful processing and disclosure of such information, protect the owner of the information from harm caused by the unlawful use thereof.
- 4.2.19. "Schnauzer" means a male or female Schnauzer, classified as an animal under the Animal Improvement Act.

5. OBJECTIVES OF THE CLUB

- 5.1. The objectives of the Club shall be:
 - 5.1.1. To promote, encourage, foster and advance the breeding and care of Miniature Schnauzers, Schnauzers and Giant Schnauzers.
 - 5.1.2. To advise on the wellbeing and interests of Miniature Schnauzers, Schnauzers and Giant Schnauzers.
 - 5.1.3. To encourage the importation of Miniature Schnauzers, Schnauzers and Giant Schnauzers, which are able to improve the quality of these breeds in Southern Africa.
 - 5.1.4. To observe and adhere to the Breed Standards for the Miniature Schnauzer, Schnauzer and Giant Schnauzer as defined in clause 4.2.2 hereof.

- 5.1.5. To be cognisant of KUSA's obligations and responsibilities as the registered Breeders' Society and Registering Authority for the Miniature Schnauzer, Schnauzer and Giant Schnauzer under the AIA and, in all the Club's operations, practices and activities, strive to assist KUSA to meet and honour its obligations and responsibilities under the AIA.
- 5.1.6. To hold Multi-breed Specialist Shows.
- 5.1.7. To foster a spirit of camaraderie among Members.
- 5.1.8. To promote the qualities and unique characteristics of the Miniature Schnauzer, Schnauzer and Giant Schnauzer in order to create an appropriate public image for these breeds with a younger generation of breeders, trainers and exhibitors, thereby to secure the future of the three breeds.
- 5.1.9. To encourage owners of Miniature Schnauzers, Schnauzers and Giant Schnauzers to attend and participate in Dog Shows and breed clinics, thereby to develop, strengthen and preserve the conformation requirements for the three breeds.
- 5.1.10. To encourage owners of Miniature Schnauzers, Schnauzers and Giant Schnauzers to participate in other activities and dogsport recognised by KUSA, including the training for such activities or dogsport.
- 5.1.11. To assist and advise Members on all matters pertaining to the Club's objectives.
- 5.1.12. To observe, promote, support, and uphold, in all its activities, the principles of KUSA and, in particular, to encourage the responsible breeding of Miniature Schnauzers, Schnauzers and Giant Schnauzers.
- 5.1.13. To promote the ethical behaviour of Members in all their KUSA-related activities by advocating strict adherence to Schedule 9 (Code of Ethics for Members of KUSA, inclusive of its Annexures) of the KUSA Constitution and to combat all forms of dishonesty in canine affairs.
- 5.1.14. To endorse the applicability, observance, force and effect of the KUSA Constitution and its Schedules at all times.
- 5.1.15. To ensure the Club's compliance with the POPIA and to only permit the lawful processing and disclosure of the personal information of Members or the personal information of other persons to which the Club has access in the course of its normal operations.

6. POWERS

- 6.1. For the better attainment of its objectives, the Club shall be empowered:
 - 6.1.1. to collect, canvass for and accept subscriptions, donations, bequests,

endowments, and benefits of any nature for the Club, from any person or body, or from any source whatsoever;

- 6.1.2. to invest the funds and assets of the Club in securities nominated by the Committee;
- 6.1.3. subject to approval of a two-thirds majority of Members with voting rights present at an Annual General Meeting or Special General Meeting:
 - 6.1.3.1. to acquire or dispose of immovable property;
 - 6.1.3.2. to mortgage the immovable property of the Club and to mortgage or pledge the movable property of the Club;
 - 6.1.3.3. to create and issue debentures and other instruments of debt and to mortgage the immovable property of the Club to secure such debentures and instruments;
- 6.1.4. to offer prizes and trophies in connection with any of the Club's activities;
- 6.1.5. to arrange social functions for Members and guests;
- 6.1.6. to design, register and issue badges, paraphernalia, regalia or uniforms;
- 6.1.7. to perform all such acts as may be expedient, or necessary, to further the interests of the Club and objectives for which it is formed;
- 6.1.8. to buy, dispose of, rent, lease and/or hire movable property, goods and services required for the effective conduct of the Club's affairs or for the advancement of the interests of the Members.

7. TRADING AND INCOME

- 7.1. The Club shall not engage in any activity or transaction which has as its objective the financial gain of any person or persons or any institution other than the Club. The income and property of the Club shall be used solely for the pursuit of the Club's objectives.
- 7.2. The Club shall carry on its activities in a not-for-profit manner and shall acquaint itself with and comply with national legislation applicable to Public Benefit Organisations.

8. TRUSTEE

- 8.1. The Chairman of the Club for the time being shall be the Trustee of the Club in whom shall vest all movable and immovable property of the Club and who shall be entitled to sue and accept service in the name of the Club.
- 8.2. In handling the property of the Club and in dealing with legal issues, the Trustee shall always act on behalf of the Club and in accordance with such directives given or decisions made from time to time by the Committee or passed by Members at a General Meeting of the Club.

9. INDEMNITY

- 9.1. Any Official and the Officers of the Club and its Members shall be indemnified by the Club in respect of any legal liability incurred while acting on behalf of the Club, provided they acted in accordance with directives given or decisions made from time to time by the Committee or passed by Members at a General Meeting of the Club.

10. MEMBERSHIP

- 10.1. Membership shall be open to any person who is not disqualified or suspended by KUSA.

- 10.2. The categories of membership of the Club shall be at the discretion of the Committee. There shall be five (5) categories of membership of the Club:

10.2.1. **Ordinary Members**

shall be persons over eighteen (18) years of age who have paid the relevant annual subscription fee. An Ordinary Member in Good Standing shall be entitled to vote at all General Meetings of the Club.

10.2.2. **Life Members**

shall be persons or Members who have paid the relevant subscription fee. Conversion from an Ordinary Member to a Life Member shall be possible by paying the relevant fees applicable to Life Membership. Life Members shall be entitled to vote as Ordinary Members.

10.2.3. **Junior Members**

shall be persons under eighteen (18) years of age who have paid the relevant fees applicable to Junior Membership. Junior Members may participate in the discussion on any matter before the Club, but shall not be entitled to a vote. Upon reaching the age of eighteen (18) years, and provided their membership has been uninterrupted, Junior Members shall automatically convert to Ordinary Members and be entitled to vote, provided they are Members in Good Standing.

10.2.4. **Honorary Life Members**

shall be persons nominated by the unanimous vote of the Committee to be Honorary Life Members and subsequently elected at the next Annual General Meeting of the Club by a two-thirds majority of members with voting rights. Persons nominated for Honorary Life Membership shall be those considered worthy of special recognition for services to the Club, to dog affairs, or for an outstanding achievement in connection with dogs. An Honorary Life Member shall enjoy the full privileges of membership of the Club, free of entrance/joining fee and subscription and shall be entitled to vote as an Ordinary Member.

10.2.5. **Foreign Members**

shall be persons who qualify for and are granted any the above categories of membership who reside outside the ZAR monetary value area.

10.3. The liability of each Member shall be limited to the amount of their annual subscription.

10.4. No Member may transfer membership rights.

11. APPLICATION FOR MEMBERSHIP

11.1. Application for any category of membership of the Club shall be made in writing on the form prescribed from time to time and shall be considered by the Committee at its first meeting following receipt of the application and shall not be effective until the approval of the Committee of the application for membership has been conveyed to the applicant in writing.

11.2. The Committee shall have complete and absolute discretion to accept, refuse or defer any application for membership, provided that a written explanation is forwarded to the applicant if such explanation is requested.

12. LAPSING OF MEMBERSHIP

12.1. A person's membership will lapse:

12.1.1. upon failure to pay the initial subscription fee within thirty (30) days of the date an applicant has been advised of the approval of his application for membership;

12.1.2. upon failure to pay a renewal subscription fee within sixty (60) days of the date on which it became due;

12.1.3. upon receipt by the Secretary of a Member's written notice of resignation, the acceptance of which shall be without prejudice to all fees, subscriptions and other monies due prior to the date of receipt of the notice of resignation remaining due and payable;

12.1.4. upon the death of a Member;

12.1.5. in the event of any Member, including an Honorary Life Member, being convicted of any offence and sentenced to imprisonment without the option of a fine, or being convicted of any offence relating to cruelty towards or neglect of any animal; and

12.1.6. upon the Member being disqualified, suspended, or expelled by KUSA or the Club.

13. REPRIMAND, EXPULSION OR SUSPENSION OF A MEMBER

13.1. Whenever, by majority vote of the whole number of the elected and serving members of the Committee, the Committee is of the opinion that the behaviour or conduct of a Member has been harmful, prejudicial, or injurious to the objectives, interests, good order, or character of the Club, or of KUSA, the Committee shall have the power to:

- 13.1.1. reprimand such Member in writing;
 - 13.1.2. suspend such Member from all privileges of membership for a period not exceeding six (6) months in cases where, in the opinion of the Committee, his conduct was not sufficiently serious to justify expulsion, without entitlement to a refund of any fee or subscription paid or due by him; or
 - 13.1.3. expel such Member, who shall thereupon be debarred from all privileges of membership of the Club.
- 13.2. Before the disqualification, suspension or expulsion of a Member, such Member shall be afforded full opportunity to explain, or justify, his conduct to the Committee.
 - 13.3. A Member who has been suspended or expelled shall have the right to appeal against his suspension or expulsion to the other Members in a Special General Meeting. Such appeal must be lodged within thirty (30) days of the receipt of notification of such suspension or expulsion with the Chairman or Secretary who shall take immediate steps to convene the requisite Special General Meeting. At this meeting, the case against the Member shall be put by one (1) member of the Committee on behalf of the Committee and the Member shall be given an opportunity to explain the behaviour or conduct that resulted in the suspension or expulsion, and shall not be entitled to any form of representation (legal or otherwise), save for compiling written representations. To reverse the Committee's decision will require a two-thirds majority of Members with voting rights present at the Special General Meeting, the vote to be taken by open or secret ballot as may be decided by the majority vote at that meeting.
 - 13.4. Whenever appropriate, the Club shall be entitled, on appropriate grounds, to pursue disciplinary action against any Member under Schedule 1 (Disciplinary Rules) of the KUSA Constitution.

14. SUBSCRIPTION

- 14.1. Subscription fees payable for the relevant categories of membership shall be as determined from time to time by the Committee and special subscription fees may be set for Members participating in training.
- 14.2. Subscriptions shall be paid for one (1) year from 1 March and the subscription fees shall be halved for Members whose membership only becomes effective after 1 October.
- 14.3. Renewal subscriptions shall be due and payable on 1 March each year.

15. MANAGEMENT COMMITTEE

- 15.1. The management and control of the Club shall be vested in a Committee consisting of no fewer than five (5) and no more than eight (8) Members. All Committee members must be Members and not less than eighteen (18) years of age at the time of their election at an Annual General Meeting, to hold office as hereinafter provided.

- 15.2. At its first meeting, which shall be held within seven (7) days of the Annual General Meeting at which it was elected, the Committee shall:
- 15.2.1. from among its number, elect a Chairman and Vice-Chairman, who must both be Members in Good Standing of KUSA and remain so for their full terms of office. Should their KUSA membership lapse during their terms of office, they shall forfeit the office of Chairman or Vice-Chairman, as the case may be, but shall be entitled to remain on the Committee in a non- executive capacity;
 - 15.2.2. from among its number, appoint a Secretary and a Treasurer, who must both be Members in Good Standing of KUSA and remain so for their full terms of office. Should their KUSA membership lapse during their terms of office, they shall forfeit the position of Secretary or Treasurer, as the case may be, but shall be entitled to remain on the Committee in a non-executive capacity;
 - 15.2.3. if considered expedient at that stage, from among its number, appoint a Show Manager, who shall be a Member in Good Standing of KUSA and remain so for his full term of office. Should his KUSA memberships lapse during their term of office, the person shall forfeit the position of Show Manager, but shall be entitled to remain on the Committee;
 - 15.2.4. in compliance with the POPIA, appoint for the ensuing year an Information Officer and, if justified, a Deputy Information Officer, who shall be one or more of the Officers of the Club and those customarily entrusted with the custody and processing of the personal information of Members, or the personal information of other persons to which the Club has access in the course of its normal operations;
 - 15.2.5. appoint from its number a Representative and optional Alternate to serve on DOGSPC, both of whom shall be Members in Good Standing of KUSA and remain so for their full terms of office, these appointments to be advised to the Secretary of DOGSPC as soon as practicable after the meeting; and
 - 15.2.6. appoint all other Committee members to portfolios as may be determined by the Committee.
 - 15.2.7. For the avoidance of doubt, the offices of Chairman, Vice-Chairman, Secretary and Treasurer must be held by separate people and may not be shared. Article 8.4.2 of the KUSA Constitution provides for the names of these elected officers to be reported to KUSA and failure to elect and report them, or report any replacements, shall render the Club in breach of this Constitution and put its affiliation to KUSA at peril.

15.3. **Terms of Office**

- 15.3.1. The Committee elected at its first Annual General Meeting held under this Constitution shall, at its first Committee Meeting, also determine by lot which Members, being one-half of the total membership of the Committee, shall retire from office at the end of the next Annual General Meeting. Except for

the Committee members thus chosen to serve for one (1) year only, all Committee members shall be elected to serve for a term of two (2) years. All Committee members, upon conclusion of their term of office, may offer themselves for re-election, provided they remain eligible otherwise.

- 15.3.2. The offices of Chairman, Vice-Chairman, Secretary, Treasurer, Compliance Officer, optional Deputy Compliance Officer, Show Manager (if appointed), Representative an optional Alternate on DOGSPC shall be held from the date of appointment thereto until the close of the next Annual General Meeting.

15.4. Vacancy

- 15.4.1. A Committee member's seat shall fall vacant if such member:

15.4.1.1. dies – from the date of his death;

15.4.1.2. resigns – from the date of his resignation;

15.4.1.3. otherwise ceases to be a Member – from the date his membership ceases;

15.4.1.4. fails to attend three (3) consecutive meetings of the Committee without the permission of the Committee – from the day following the date of the third meeting he has failed to attend.

- 15.4.2. The Committee may appoint a Member to fill any vacancy arising in terms of clause 15.4.1 above and such Member shall hold office for the remainder of the term of office of the Committee member he has replaced. The replacement Committee member shall be eligible to vote during the remainder of the term of office.

16. POWERS OF THE COMMITTEE

- 16.1. The Committee shall have full power and authority to carry out all or any of the objectives of the Club, save where such powers are expressly reserved for a General Meeting.

- 16.2. In particular, but without prejudice to this general authority, the Committee shall have power and authority:

16.2.1. to make, vary and repeal By-laws for the better conduct of the Club;

16.2.2. to appoint such standing or ad hoc committees and sub-committees as may be considered prudent and practical for the efficient management and administration of the Club for any special purpose and to delegate thereunto such of its powers as may be desirable and shall report to the Committee;

16.2.3. to determine the nature and extent of the duties of the Secretary and Treasurer;

16.2.4. to supervise the investment of the funds and assets of the Club and the depositing of Club funds in suitable bank accounts and to open and operate

such accounts;

- 16.2.5. to ensure that all payments, electronic funds transfers or negotiable instruments of any kind are approved by at least five (5) members of the Committee.
- 16.2.6. to ensure that all payments, electronic funds transfers or negotiable instruments of any kind are authorised by at least two (2) persons, one of whom shall be the Treasurer and the other(s) one or more members of the Committee who may not be the spouse, partner, close relative, or member of the household of the Treasurer;
- 16.2.7. to fill vacancies of the Club's Officers or office-bearers which may occur mid-term;
- 16.2.8. to control the sale and issue of the Club's badges, paraphernalia, regalia or uniforms;
- 16.2.9. to take such disciplinary action in terms of this Constitution as may be required;
- 16.2.10. to seek the view of Members upon any matters by means of a questionnaire, referendum or ballot;
- 16.2.11. to perform all acts and deeds and to do all things that are consistent with the requirements of this Constitution; and
- 16.2.12. in cases of uncertainty, to seek interpretation from KUSA of any provision of this Constitution and any rules and regulations framed thereunder.

17. DUTIES OF THE OFFICERS

- 17.1. The Club will not pay any remuneration to any Officer of the Club. Any remuneration paid to any other person rendering a service to the Club shall not be determined as a percentage of any amounts received by or accrued to the Club and shall not be excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered.

17.1.1. Chairman and Vice-Chairman

- 17.1.1.1. It shall be the duty of the Chairman and Vice-Chairman to further the interests and prestige of the Club at all times and to ensure that the provisions of this Constitution and the By-laws framed thereunder are complied with and that decisions of General Meetings and those made by the Committee are carried into effect.
- 17.1.1.2. The Chairman shall preside at all meetings of the Club and of the Committee, and, in his absence, the Vice-Chairman, if present, shall preside. If the Chairman and Vice-Chairman are both absent, the Members present shall appoint from among their number a Member to preside at such a meeting and the person so appointed shall have and

exercise the powers and functions which could have been exercised by the Chairman, had the Chairman been present.

- 17.1.1.3. The Chairman or, in his absence, the Vice-Chairman shall, at the Annual General Meeting, report on the activities of the Club during the past year.

17.1.2. **Secretary**

- 17.1.2.1. It shall be the duty of the Secretary, *inter alia*:

- 17.1.2.1.1. to attend all General Meetings of the Club and all meetings of the Committee and to maintain an accurate record of attendance, in whatever form, at meetings and of the proceedings and decisions taken thereat. In the event of the Secretary being unable to be present at any meeting, he shall ensure that the minute books, correspondence, etc., required at the meeting are handed to the Chairman or to some member of the Committee prior to the meeting. In such event, the meeting shall nominate one (1) of its members to act as Secretary at the meeting;
- 17.1.2.1.2. to record the proceedings, decisions and resolutions at General Meetings and Committee meetings in minutes to be presented for formal approval at every subsequent General Meeting or Committee meeting and, if approved, to present them to the Chairman for signature;
- 17.1.2.1.3. to keep the minutes of all meetings safe and secure as an accurate record of the business discussed, resolved and transacted at any meeting and to disclose such record for any purpose authorised by the Committee;
- 17.1.2.1.4. subject to the control of the Committee, to receive and conduct the correspondence of the Club;
- 17.1.2.1.5. to ensure that all notices required by this Constitution are properly given;
- 17.1.2.1.6. to maintain an up-to-date register of Members and their contact details, subject to clause 5.1.15;
- 17.1.2.1.7. to ensure the Club's compliance with its various obligations under Article 8 of the KUSA Constitution, by providing the required information and documentation to KUSA within the stipulated timeframes and by advising KUSA of any changes to the Club's elected Officers which might occur during their terms of office;
- 17.1.2.1.8. to ensure that the mandatory positions on the Committee, i.e. the Officers (Chairman, Vice-Chairman, Secretary and Treasurer) and the Information Officer and Deputy Information Officer (optional), remain filled at all times. Should a vacancy occur, the necessary

steps should be taken without delay to fill it;

17.1.2.1.9. to advise the Secretary of DOGSPC of the name(s) of the Representative and optional Alternate, appointed from the Club's Committee, to represent the Club on DOGSPC and to advise any changes in this representation which might occur mid-term; and

17.1.2.1.10. upon termination of office, to hand all the Club's books, records, assets and interests to his successor.

17.1.3. Treasurer

17.1.3.1. It shall be the duty of the Treasurer:

17.1.3.1.1. to attend all General Meetings of the Club and all meetings of the Committee. In the event of the Treasurer being unable to be present at any meeting, he shall ensure that the books of account and any financial statement or report required at the meeting are handed to the Chairman or a member of the Committee prior to the meeting. In such event, it shall be the duty of the Secretary to inform the Treasurer of all decisions relating to financial matters taken at the meeting;

17.1.3.1.2. to maintain up-to-date books of account and to accurately record the Club's financial transactions and its financial position;

17.1.3.1.3. subject to the approval of all expenses by the Committee, to control all financial transactions of the Club and to properly and diligently administer the finances of the Club;

17.1.3.1.4. to collect and bank expeditiously all monies received by the Club and to disburse approved monies and payments due by the Club without undue delay;

17.1.3.1.5. to keep the Committee informed at all times on the general financial position of the Club, especially financial challenges;

17.1.3.1.6. to prepare a comprehensive report on the financial transactions of the past financial year for presentation and approval at the Annual General Meeting; and

17.1.3.1.7. upon termination of office, to hand all money, books of account and financial records to his successor and to fully cooperate with the Committee in the transference of signatories on the Club's bank accounts.

17.1.4. Auditing of Club Financial Accounts

17.1.4.1. At each Annual General Meeting an Independent Financial Practitioner shall be appointed for purposes of verification of the Club's finances and assets and for the audit of the Club's accounts and its Statement of

Financial Position (Balance Sheet). The Independent Financial Practitioner, who need not be a Member, shall prepare a comprehensive and detailed report, or statement, on the financial position of the Club prior to the Annual General Meeting and such report, or statement, shall accompany the signed financial statements presented to the Annual General Meeting.

- 17.1.4.2. A copy of the signed financial statements presented and approved at the Annual General Meeting shall be submitted to KUSA as required by Article 8.6.2 of the KUSA Constitution.
- 17.1.4.3. No member of the Committee, however qualified, shall be appointed as an Independent Financial Practitioner for purposes of the audit of the Club's financial records.
- 17.1.4.4. Should the appointed Independent Financial Practitioner be unable to fulfil his duties, the Committee shall have the power to appoint another person who meets the criteria in clause 4.2.12 to perform the audit.

17.1.5. **Other Officers**

- 17.1.5.1. The duty of any other office-bearer appointed by the Club or the Committee shall be laid down by the appointing body and all Committee members shall ensure that the provisions contained in the Club Constitution and the KUSA Constitution are adhered to by the Club, Committee and Members.

18. FINANCE AND ACCOUNTS

- 18.1. The financial year of the Club shall be the twelve (12) month period approved by the Members at the General Meeting of the Club where this Constitution was adopted which for the time being, shall end on **28/29 February** each year and shall only be amended by the Members at a General Meeting of the Club.
- 18.2. No person other than a person acting within the limits of any authority conferred upon him by this Constitution or by the Committee shall have the authority to give or receive money or, on behalf of the Club, to enter into any contract or arrangement having the effect of imposing any liability on the Club or in any other way pledge the credit of the Club.
- 18.3. The books of account to be kept by the Treasurer in terms of clause 17.1.3.1.2 of this Constitution shall be open on request and appointment for inspection by any member of the Committee.

19. MEETINGS

19.1. **Annual General Meeting**

- 19.1.1. The Annual General Meeting shall be held within three (3) months of the end of the Club's financial year on a date and at a time and place to be determined by the Committee.

- 19.1.2. It shall be competent for any Member in Good Standing to request, in writing, that an item other than a proposal to amend, alter, or add to the Constitution, be placed on the Agenda, provided that such request is in the hands of the Secretary not later than fourteen (14) days prior to the date of the Annual General Meeting.
- 19.1.3. Notice stating the date, time and place of the Annual General Meeting and including any proposal to amend the Constitution shall be posted or emailed with delivery/read request or sent as a text message by mobile phone if no email address is available, to each Member not less than thirty (30) days before the date of such meeting.
- 19.1.4. The Annual General Meeting shall be conducted face-to-face or by teleconference, or by videoconference, using an online telecommunications platform of the Club's choice, such as Skype, Zoom, WebEx or Microsoft Teams, or be conducted face-to-face in combination with any form of virtual attendance.
- 19.1.5. The Agenda for such meeting, which shall include the following items, shall be posted or emailed with delivery/read request, or sent as a text message by mobile phone if no email address is available, to all Members not less than ten (10) days before the date of such meeting:
 - 19.1.5.1. Notice Convening the Meeting.
 - 19.1.5.2. Minutes of previous Annual General Meeting and of any Special General Meeting held since then.
 - 19.1.5.3. Matters arising from the foregoing Minutes.
 - 19.1.5.4. Chairman's Report for the year.
 - 19.1.5.5. Treasurer's Report and Audited Statement of Financial Position (Balance Sheet) and Statement of Income and Expenditure for the year.
 - 19.1.5.6. Motions for the amendment of the Constitution by replacement as advised in the Notice Convening the Meeting.
 - 19.1.5.7. Matters submitted by the Committee (if any).
 - 19.1.5.8. Matters submitted by Members (if any).
 - 19.1.5.9. Election of Committee members.
 - 19.1.5.10. Appointment of an Independent Financial Practitioner.
- 19.1.6. Only matters which appear on the Agenda may be discussed as part of the business of the Annual General Meeting. Should a quorum not be present at the appointed time, the meeting shall stand adjourned for ten (10) minutes

when those present, if still less than the specified quorum, shall form a quorum but may only consider the following items, if they apply:

- 19.1.6.1. Notice Convening the Meeting.
- 19.1.6.2. Chairman's Report.
- 19.1.6.3. Treasurer's Report and Audited Statement of Financial Position (Balance Sheet) and Statement of Income and Expenditure for the year.
- 19.1.6.4. Election of Committee members;
- 19.1.6.5. Appointment of an Independent Financial Practitioner.

19.2. Special General Meetings

- 19.2.1. Special General Meetings shall be called:
 - 19.2.1.1. by the direction of the Committee;
 - 19.2.1.2. when required to consider any matter in terms of this Constitution and, if held in terms of clause 13.3, should a quorum not be present, the Member will be reinstated; or
 - 19.2.1.3. on a requisition (stating clearly in detail the purpose of the meeting) signed by no fewer than ten (10) Members in Good Standing.
- 19.2.2. Notice stating the date, time and place of such Special General Meeting and setting out the business to be transacted thereat shall be posted or emailed with delivery/read request, or sent as a text message by mobile phone if no email address is available, to each Member of the Club not less than thirty (30) days prior to the date of such meeting.
- 19.2.3. Special General Meetings shall be conducted face-to-face or by teleconference, or by videoconference, using an online telecommunications platform of the Club's choice, such as Skype, Zoom, WebEx or Microsoft Teams, or be conducted face-to-face in combination with any form of virtual attendance.
- 19.2.4. A Special General Meeting required or requisitioned in terms of clause 19.2.1.3 above, shall be convened within six (6) weeks of the receipt by the Secretary of such requisition or of the information making such Special General Meeting necessary.
- 19.2.5. Only items which are stated in the notice convening the Special General Meeting may be discussed or transacted at such meeting.

19.3. Committee Meetings

- 19.3.1. The Committee shall meet for the despatch of business as often as deemed

necessary by the Committee, but at least three (3) times per annum, for the efficient management of the Club.

19.3.2. Committee Meetings shall be conducted face-to-face or by teleconference, or by videoconference, using an online telecommunications platform of the Club's choice, such as Skype, Zoom, WebEx or Microsoft Teams, or be conducted face-to-face in combination with any form of virtual attendance.

19.3.3. The Secretary shall convene a meeting of the Committee immediately on receipt of a written request signed by at least five (5) members of the Committee and setting out in full the purpose of the meeting.

19.3.4. Not less than three (3) days' notice of all meetings of the Committee shall be given.

19.4. Non-Receipt of Notices

19.4.1. The non-receipt by a Member of a notice convening any meeting of the Club or its Committee shall not vitiate the proceedings of such meeting.

20. QUORUMS AT MEETINGS

20.1. Except where elsewhere provided, the quorum at any:

20.1.1. General Meeting shall be at least one-and-a-half times (1.5) the number of serving Committee with voting rights.

20.1.2. Committee meeting shall be one half of the full Committee plus one.

20.2. If, at the expiration of ten (10) minutes after the scheduled time of commencement of a meeting a quorum is not present, the meeting shall,

20.2.1. if it is an Annual General Meeting, follow the procedure specified in clause 19.1.6;

20.2.2. if it is a Special General Meeting called on the requisition of Members, be abandoned; and

20.2.3. if it is a Special General Meeting convened in terms of clause 13.3, reinstate the Member.

21. VOTING

21.1. Voting by proxy shall not be permissible at any meeting of the Club.

21.2. At all General Meetings of the Club, every Member vested with a vote in terms of clause 10 shall be entitled to one (1) vote. Matters before such meetings shall be decided by a simple majority of the votes of those present, except where a specific majority is required in terms of this Constitution.

21.3. At all General Meetings, in the event of an equality of votes cast for and against a motion, the Chairman shall have a casting vote in addition to his deliberative vote.

21.4. At an Annual General Meeting,

21.4.1. conducted on an exclusively face-to-face basis, voting shall be by a show of hands unless three (3) or more voting Members demand that such voting be conducted by ballot. If a ballot is so demanded, it shall be by secret vote and the result of the ballot shall be deemed to be a decision of the meeting at which the ballot was requested;

21.4.2. conducted by teleconference or videoconference, whether, or not, in combination with face-to-face attendance, the Secretary shall request each attendant, in turn, to state their vote clearly and unambiguously and shall confirm the results to the meeting after the votes have been recorded.

21.5. At all Committee meetings of the Club every Member shall be entitled to one (1) vote and matters before the Committee shall be decided by a simple majority of the votes of those present, except where a specific majority is required in terms of this Constitution.

21.6. At all meetings of the Committee of the Club, in the event of an equality of votes cast for and against a motion, the Chairman shall have a casting vote in addition to his deliberative vote.

21.7. At a Committee meeting,

21.7.1. conducted on an exclusively face-to-face basis, voting shall be by a show of hands;

21.7.2. conducted by teleconference or videoconference, whether, or not, in combination with face-to-face attendance, the Secretary shall request each attendant, in turn, to state their vote clearly and unambiguously and shall confirm the results to the meeting after the votes have been recorded.

22. AMENDMENT OF CONSTITUTION

22.1. No alteration, amendment, or addition to this Constitution shall:

22.1.1. be made, except at an Annual General Meeting or Special General Meeting properly convened and then only if not less than two-thirds of the Members with voting rights who are present, vote in favour thereof;

22.1.2. become effective until it has been approved by the Executive Committee of KUSA.

22.2. A proposal to alter, amend, or add to this Constitution may be submitted only:

22.2.1. by the Committee; or

22.2.2. by a requisition signed by not fewer than ten (10) Members, addressed to the Secretary.

22.3. Notwithstanding clause 22.2 above, any Member with voting rights may propose

an amendment, alteration or addition to this Constitution by submitting such proposal in writing and fully motivated to the Secretary, who shall table such proposal at the next meeting of the Committee. The Committee shall have discretion to determine whether, or not, the proposal will be submitted to a General Meeting.

23. DISSOLUTION OF THE CLUB

- 23.1. Any proposal to dissolve the Club shall only be considered at a Special General Meeting convened for the purpose, and then only in terms of this section.
- 23.2. No proposal to dissolve the Club shall be considered unless there are present not less than two-thirds of the Members with voting rights at the time of such proposal, of whom not less than three-quarters vote in favour of such proposal.
- 23.3. When a decision to dissolve the Club has been taken, the Committee shall forthwith liquidate the affairs of the Club. If there are any surplus assets, they shall be dispensed to a recreational body with similar interests or objectives in the manner prescribed by the Special General Meeting at which the decision to dissolve the Club was taken, provided that no amount shall be distributed to any entity which is not:
 - 23.3.1. A similar Public Benefit Organisation; and provided further that
 - 23.3.2. any assets so distributed are required to be used solely for the purpose of carrying on one or more public benefit activities.
- 23.4. Should there be no effective membership or Committee, the Executive Committee of KUSA shall determine the allocation of any surplus assets.
- 23.5. A proposal to merge with any other club affiliated to KUSA shall be dealt with in the same manner as a proposal to dissolve the Club and the terms of such merger shall be approved at the Special General Meeting convened to consider the proposal to merge.
- 23.6. Any trophies in the possession of the Club being dissolved shall be disposed of as follows:
 - 23.6.1. Donated trophies – as directed by the donor.
 - 23.6.2. Where a donor, his legal representative or, if deceased, the Executors in his estate, cannot be located, trophies should be made available to another recreational body or bodies with similar interests or objectives, provided that such donation does not conflict with the conditions set by the donor for the awarding of such trophies.

24. POWERS OF KUSA TO INTERVENE

- 24.1. In the event of the Club finding itself in difficulty and then upon request of the Club, or the relevant Provincial Council, KUSA shall have the power to intervene if, one year from

- 24.1.1. the date required, the Club's Annual General Meeting has not been held;
 - 24.1.2. the date they became due, the Club's Show Entry Fees have not been paid;
 - 24.1.3. the date they became due, the Club's annual Affiliation Fees have not been paid;
 - 24.1.4. the date they started to accrue, penalties due by the Club have not been paid; and
 - 24.1.5. the date a failed Committee of the Club was required to be replaced and not done and the date that the Club's Annual Financial Statements were not approved by the Annual General Meeting.
- 24.2. Upon such request from the Club, or the relevant Provincial Council, the Executive Committee of KUSA shall be empowered to appoint a person to act in the place of the Chairman of the Club and, if necessary, appoint additional persons to assist him. The books and all the records of the Club shall be turned over to the nominated person who shall act as Chairman and cause such things to be done as are necessary to remedy the breaches of the KUSA Constitution and, if possible, so that it is again in good standing with KUSA. Should the person(s) so appointed fail achieve remediation of the breaches, he/they shall be empowered, on behalf of KUSA and the Club's Members (if any), to cause the winding up of the Club and the distribution of its assets in terms of this Constitution. In the case of winding up in these circumstances, the person(s) delegated by KUSA shall have full power to act as if a valid Committee were in place and is/are indemnified by KUSA against any liability arising from his/their actions, as long as he/they acted in good faith.

25. COPY OF THE CONSTITUTION

- 25.1. A copy of the Constitution of the Club, certified by the Chairman and Secretary, may be accepted as evidence for any purpose whatsoever, including in legal proceedings.

26. MEMBERS' AUTONOMY

- 26.1. Notwithstanding anything to the contrary hereinbefore stated, membership of the Club shall not derogate from any Member's autonomy as a club Member, save and except in cases where the Club Committee acts in terms of a specific power delegated to it under this Constitution.

27. KUSA'S POWERS OF INTERPRETATION

- 27.1. Nothing in this Constitution shall denigrate from the powers of interpretation conferred on the Federal Council of KUSA in terms of Article 43 of the KUSA Constitution, the provisions of which apply *mutatis mutandis*.

For and on behalf of THE SCHNAUZER CLUB OF GAUTENG

C.K. Foss
CHAIRMAN

05 July 2023
ADOPTION DATE

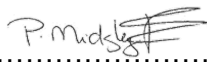
J.M. Welch
SECRETARY

05 July 2023
ADOPTION DATE

For and on behalf of the KENNEL UNION OF SOUTHERN AFRICA


CHAIRMAN

15 August 2023
ADOPTION DATE


SECRETARY

15 August 2023
ADOPTION DATE

This Constitution was adopted by **The Schnauzer Club of Gauteng** at a Special General Meeting convened for the purpose on

05 July 2023

and thereafter approved by Executive Committee of KUSA. Replacement Constitutions shall only be adopted at duly convened and constituted General Meetings with the adoption date noted against the signatures of the Club's Chairman and Secretary and be subject to the approval of the Executive Committee of KUSA.