



# Constitution

## Nguni Australia Pty Ltd

ACN 670016323

Revised 2023

### Definitions

“These regulations” means the regulations of the Association from time to time in force.

“The Committee” means the Management Committee of the Association

“Herdbook” means the register of the Association in which records of individual animals are kept.

“Overseas Herdbook” means a Herdbook recognised by the Association as a source of animals eligible for inclusion in the Australian Herdbook

“Herdbook Number” means the animal’s individual identification Number, as appearing on that animal and on its certificate of registration.

“Recipient” means a surrogate female of any breed carrying an implanted embryo.

“Frozen embryo” means an embryo not immediately implanted in an animal and where its development is suspended by scientific means.

“Fresh embryo” means an embryo implanted into a recipient without having its development suspended by scientific means.

“Donor Sire” means a Registered bull which has been approved by the Association for multi-herd use via Artificial Insemination, and whose progeny will be accepted for registration in the Herdbook.

“Embryo donor” means a registered cow which has been approved by the Association to provide embryos for transfer and whose progeny will be accepted for registration in the herdbook.

“Parent verification” means a DNA type certificate of parent/s standardised to the specifications of the International Association of Animal Genetics.

“Herd Designation” or “Tattoo Prefix” is the unique identification for each herd.

“Herd Name” (formerly Stud Prefix) means letters and/or numbers recorded as being the identification of a member’s herd – a maximum of 25 characters including spaces is allowed in identifying the Herd Name combined with the Animal’s Name.

“Registered Owner” is the owner/s of an animal recorded in the Herdbook.

“Breeder” is the registered owner/s of a cow at the time of birth of her calf/calves, whether the cow is the natural mother or a recipient.

“Breeding Year” means the calendar year from 1<sup>st</sup> January to 31<sup>st</sup> December inclusive.

“Animal Name” means Letters and/or Numbers recorded in the Herdbook as being the Name of an animal, but which may also be its “Herdbook Number”.

“Year of Birth” means the Numerical identification of the Calendar Year the calf was born in and must form part of that animal’s permanent identification.

“Calf drop Number” means the consecutive number allotted by the herd owner to each calf born in his herd.

“Identification” is the unique series of:

Ear Tattoo numbers and letters applied on an animal depicting its Herd Designation,

Numerical Calendar Year of Birth and individual Calf Drop Number.

“Put on File” in all instances means details must be lodged and recorded by the Association.

“Member” means an individual or other legal entity accepted for Membership of the Association.

“Leased animal” is a registered animal which has been leased by a member (lessor) to another

member (lessee) for purposes of breeding.

“Affiliated Agreement” is an agreement between two or more members to jointly use animals for breeding from their respective studs.

“Dispersal Sale” means any sale incorporating the word/s dispersal or complete dispersal in any advertising or promotion relating to a sale.

“Fees” charges payable under the Model Rules of the Associations Incorporation Act and/ or these Regulations.

## **Name of the Association**

The Name of the Company is **Nguni Australia Pty Ltd**

Nguni Australia Pty Ltd (hereinafter called “Nguni Australia”) is a registered company under the Corporation ACT 2001 and is taken to be registered in Queensland on the 26 day of July 2023.

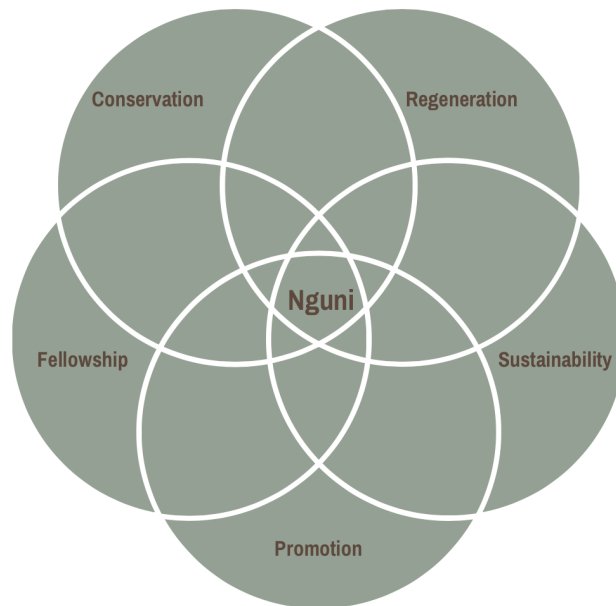
## **Objectives and Mission**

The objectives of the Association shall be:

- a) strives to conserve the unique characteristics of the Nguni Breed to promote the growth and proliferation of Nguni cattle in Australia.
- b) to encourage and promote the breeding and the improvement of the genetic production potential of the Nguni breed.
- c) to encourage the preservation and development of herds by sound selection and in the case of full blood registered animals, to eliminate contamination by foreign breeds.
- d) to compile and maintain a “Minimum Breed Standard” which does not alter the inherent traits of the breed.
- e) to compile, keep and maintain accurate records of the pedigrees and particulars of all animals duly registered or recorded in the Studbook
- f) to promote the use of Nguni cattle in the sustainable production of beef.
- g) to educate and support breeders of Nguni cattle and create fellowship and community between all friends of the Nguni
- h) to act as a repository of information on all facets of Nguni cattle including *inter alia*, stud breeding, beef production and animal by-products.

Our primary mission is the longevity of the breed and full blood genetics of the Nguni breed.

Our holistic approach is aimed at integrating five primary pillars:



**Conservation:** Of primary importance to Nguni Australia is the conservation of both the genetic and genomic figure print of the Nguni. The Nguni is, without a doubt, the hardest and most parasite and disease resistant of cattle breeds. Along with this, they have excellent hormonal balance and the highest practical fertility of African breeds. Their biology was shaped by nature, as only the most resilient survived. They are the perfect example of unimproved (no interference by man) cattle and are one of the last unimproved cattle breeds in the world. Due to this, conservation of the Nguni that is true to type is critical.

**Regeneration:** For Nguni Australia, regeneration means putting life at the centre of every action and decision we make. From understanding the Nguni's part in regenerative farming and grazing; to uncovering and researching the Nguni's role in regenerating human health through its nutrient dense meat. We believe that the Nguni breed is the key to creating a symbiotic relationship between humans, land, and cattle. A relationship which restores and rehabilitates all on multiple levels.

**Sustainability:** To ensure that we are able to fulfil the needs of current generations without compromising the needs of future generations, we need to focus our efforts on creating a food system which connects people and communities directly with their farmer. The Nguni provides the opportunity for ancestral agricultural practices, grass grazed, and no chemical input farming, whilst still providing maximum profit per hectare.

Fellowship: In order to reach our vision for the Nguni in Australia and internationally, collaboration between like minded people is key. Collaboration is a key part of the success of any organisation. Executed through a clearly defined vision and mission and based on transparent and constant communication.

Promotion: We aim to support the promotion of the Nguni breed through education, support, and encouragement. By enlightening others to the benefits of the Nguni and by helping them to understand it's history, we know that we will attract other farmers who hold similar values in respect to Nguni conservation, regenerative farming, sustainable food systems, and comradeship.

### **The Association aims to preserve the following features and benefits of the Nguni Breed:**

#### **a) Features**

- Fertile Mothers
- Easy Calvers
- Low Maintenance
- Easy Handling
- Fast Growing Calves
- Resistance to Pests and Disease
- Recycle Nitrogen
- Premium Multi-coloured Hides
- Will Finish and Fatten on Pasture
- Good Walkers
- Excellent Quality Meat

#### **b) Benefits**

- Less Labour Required
- More Sustainable Beef per Hectare
- Ideal for Organic Production
- Reduced need for Dry Feed Lick
- Hides can be sold for Premium Leather Production
- Ideal Mother Line to put Larger Bulls or High Marbling Breeds Over
- Access to Premium Meat Markets
- Economic Performance of Tough Country

## **Membership**

### **Eligibility**

Eligibility for membership will be limited to persons above the age of 18 years. Application for membership of Nguni Australia must be accompanied by an application fee as prescribed,

and the completed application form. The Committee reserve the right to accept or reject a membership application without giving reason.

## **Classes of Membership**

**Nguni Stud Membership:** Full blood Breeders who meet the standards for full blood registration can become registered as an Nguni Stud Member. Nguni Stud Members must be nominated by an existing Nguni Stud Member. They shall enjoy all the rights and privileges of active membership. They shall be invited to an annual meeting where all Nguni Stud Members can discuss the conservation, regeneration, promotion, and advancement of the breed. Their stud animals will be registered through Nguni Australia with Agpro Technology and stud certificates will be given. Through membership with Nguni Australia, Nguni Stud Members will additionally have the privilege of having associations with The Australian Registered Cattle Breeders Association and Sanga International.

**Friends of the Nguni:** Friends of the Nguni was developed as a way for members of the public, who are not breeders but have an affiliation with the breed, to join our community and contribute to the conservation of the Nguni through our organisation. To become a member of Friends of the Nguni, one can make any donation that contributes to Nguni Australia's mission and values. Friends of the Nguni will receive recognition on our website and will be kept up to date with the efforts of Nguni Australia in relation to conservation and regeneration of the Nguni breed. They will additionally be invited to events and education days.

## **Rights and Limitations**

Membership is subject to nomination by an existing member and the application must include the details of the nominating member.

An application to whom admission to membership is refused, shall be entitled to a refund of any fees forwarded with the application for membership. If a member decides to leave the association of their own accord, no refund of membership fees is warranted.

The application of membership is subject to the signing by the applicant.

Nguni Australia can refuse any application without having to disclose the reason for such refusal.

## **Company, Trusts, Close Corporations, Partnerships or Body Corporate**

A company, trust, close corporation, partnership or body corporate applying for Membership shall disclose to Nguni Australia such facts or data 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 the respect of all applications, furnish Nguni Australia with the name and address of the person appointed by it to act as its representative.

All communications addressed to such an authorized representative shall be deemed to be duly served upon the company, trust, close corporation, partnership or body corporate, and

at all meetings at which such an authorised representative is in attendance on behalf of the company, trust, close corporation, partnership or body corporate, such a company, trust, close corporation, partnership or body corporate shall be deemed to be duly represented.

The liquidation of a company or close corporation, the sequestration of a trust, and the dissolution of the partnership or body corporate shall automatically result in the termination of its membership with Nguni Australia. Provided that:

all amounts owing to Nguni Australia as at the date of liquidation, sequestration or dissolution shall be recoverable by Nguni Australia from the liquidator of such a company or close corporation, trustee of such trust or from the members (either jointly or severally) of such a partnership or body corporate.

The liquidator of such a company or close corporation, trustee of such trust and the members of such a partnership or body corporate shall be obliged to discharge all the obligations of such a company, trust, close corporation, partnership or body corporate in respect of registrations, recordings, transfers and whatever obligations the company, trust, close corporation, partnership or body corporate would have had to discharge as a member of Nguni Australia

Whatever fees may become due and payable as a result of herd fees, registrations, recordings, transfers or other obligations which have of necessity to be fulfilled after such an automatic termination of membership, shall be raised on the scale payable by Nguni Stud Membership.

### **Register of Members**

Nguni Australia shall keep a register of all members reflecting the date of their admission to membership and their postal and electronic mail addresses.

Every member shall communicate in writing to the Secretary any change of his postal, electronic mail and/or residential address, and all notices or publications posted and/or sent by electronic mail to the registered address of a member shall be considered as duly delivered to him.

Communications consigned under registered cover to members by the Secretary shall be binding.

The Secretary shall submit to the Registering Authority such information as it may require concerning admissions to membership, terminations of membership (for whatever reason), and postal and electronic mail addresses of members.

### **Resignations and Expulsions of Members**

Any member may resign from membership of Nguni Australia by giving not less than one month's written notice to the Secretary: Provided that such a resignation shall not take effect before and until all monies owing to Nguni Australia by such a member have been paid, and furthermore until such a member has discharged all his obligations in respect of registrations,

recordings, transfers or any other obligation he would have had to discharge as a member of Nguni Australia.

The Council may expel, and/or terminate its services to any member who –

- a) despite due notice and demand directed to him by registered letter from the Secretary continues to remain in arrear in respect of any fees or dues.
- b) has acted in any manner which in the opinion of Nguni Australia is or may be prejudicial to the interests of Nguni Australia or any of its members.
- c) has infringed any provision of the Constitution.
- d) has been found guilty of any offence under The Animal Care and Protection Act (2001)

Upon expulsion of a member, Nguni Australia may at its discretion direct the Secretary forthwith to remove from the Stud Book and any other registers or records of Nguni Australia, the name of the member so expelled, and cancel all registrations or recordings effected by it, in respect of animals bred by the expelled member and owned by him at date of his expulsion. The Secretary shall moreover call upon the expelled member forthwith to deliver to Nguni Australia the registration or recording certificates in respect of all animals bred and owned by him at the date of his expulsion.

From the date of his expulsion no transfer of an animal bred by the expelled member and sold by him after the date of his expulsion shall be registered or recorded, no notification of birth shall be accepted from him, and he shall be notified accordingly.

A person who, for whatever reason, has ceased to be a member of the Association, may thereafter again be admitted to membership, upon application

## **Powers and Duties of Directors**

Directors have legal duties to promote good governance of company affairs and to ensure that they act in the company's best interests rather than their own.

### **Main duties of the company directors:**

#### **Duty to act for a proper purpose**

Directors must not use their powers for an improper purpose. They must vote in the company's interests and must not vote to give themselves a personal advantage. Directors will decide on registration standards to be met, membership requirements, and the future direction of Nguni Australia.

#### **Duty to act in good faith**

A director must exercise their powers and discharge their duties with the same care and



diligence that a reasonable person would exercise if they:

- were a director of a company in the same circumstances; and
- occupied the same office and had the same responsibilities within the company as the director.

Practically, this means that directors must be able to:

- take reasonable steps to guide and monitor the company's management. This includes being familiar with the business and how it is run, adequately overseeing or auditing management, reviewing financial reports, and attending all board meetings (unless exceptional circumstances exist);
- read, understand, and focus on the content of any report;
- consider whether statements are consistent with their knowledge of the company's profits;
- make any enquiries as necessary; and
- adequately perform their tasks.

### **Duty to Avoid Conflicts of Interest**

directors must not enter into an engagement where they have a personal interest that conflicts with their duties to the company or places their personal interests ahead of the company.

Directors must notify the company of any 'material personal interests' in transactions that relate to the company's affairs. Depending on the duty's source, the director may not be able to enter or pursue the transaction without shareholder consent. Such interests may be:

- personal;
- of some substance or value; and
- have a realistic ability to influence the director's decisions in administering the company's affairs and voting.

A director must also not appropriate, or divert to another person, a business opportunity that the company is considering, pursuing or could reasonably be expected to have an interest in.

Moreover, a director must not improperly use their position to gain an advantage for themselves, for someone else, or otherwise cause detriment to the company. Information that directors have access to must not be improperly used for their own benefit or to the company's detriment.

### **Duty to Prevent Insolvent Trading**

Directors must ensure the company does not **trade while insolvent**. A director breaches their duty when:

- the person was a director at the time of the relevant debt;
- the company is or becomes insolvent because of that debt;
- at the time of the debt, a reasonable person would have grounds to believe that the company is, or would, become insolvent or aware that it is likely; and

- the person fails to prevent the debt.

## **Administrative Duties**

Directors have administrative duties in managing a company, including:

- ensuring that their company keeps adequate records of financial information, minutes, resolutions, books and accounts;
- maintaining the company's registers (members registers, etc.);
- maintaining the company's ASIC register.
- ensuring the company is holding a shareholder annual general meeting; and
- ensuring that any meeting is being called and held in accordance with the terms of the constitution or Shareholders Agreement

## **Main Powers of Directors:**

The Directors shall, subject to the terms of the Constitution and subject further to the directives of the shareholder meetings of Nguni Australia, have the power to do all such things it deems necessary or advisable in the interests of the company and for the advancement and attainment of the companies objectives and in particular, shall have the following powers:

to formulate, alter and rescind By-Laws (practical arrangements and rules flowing from the Constitution), Annexures and Schedules for conducting the business and carrying out the objectives of the company as may be deemed necessary from time to time.

to appoint, dismiss or suspend 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 functions as it may in particular cases deem expedient.

to institute, conduct, defend, compound or abandon any legal proceedings by or against Nguni Australia or against any of its officers or officials or other employees in connection with the affairs of the company, 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 company.

to open one or more banking accounts in the name of Nguni Australia, 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 Nguni Australia.

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.

to appoint or discharge inspectors for the examination of animals submitted for registration or recording, and for such other purposes as members of Nguni Australia 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 Nguni Australia are being carried out.

to order an investigation by inspectors of Nguni Australia in any case where records are not properly kept or where any doubt should arise as to the correctness of the identity of any animal or animals, and to take such action as it may consider advisable in the interests of the company.

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.

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 Nguni Australia.

from time to time, adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary.

to pay all costs and charges in connection with the administration and management of the affairs of Nguni Australia.

to receive and consider applications for membership and to accept or refuse such applications at its discretion.

to collect and receive donations and other funds and to devote same towards the objectives of Nguni Australia and towards promoting the Nguni cattle breed.

to investigate disputes arising out of the application of the Constitution and to give decisions in regard thereto.

to organize and promote sales, either by public auction or private treaty and for such purposes to appoint auctioneers and agents.

to nominate a person or persons to represent Nguni Australia on any committee, body or organisation as may be necessary.

for improved and expedient execution of the business of the company 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 Nguni Australia.

Refuse inspection, registration and other functions for members whose accounts are overdue.

To lay down minimum breed standards which:

Only allow full blood pure African Nguni Genetics to be registered in the Full Blood Stud Book.

Monitor the genetic lineage of animals to be registered.

Monitor the applications for importation and exportation of animals, semen and ova.

The Directors do have the right to disallow the competitive showing of animals on Agricultural shows as being detrimental to maintaining “Minimum Breed Standards”. However, animals may be shown, with written permission from Nguni Australia, in circumstances which do not require extended grain feeding (e.g., beef week).

## Transfers of Ownership of Cattle

Transfers of animals sold shall be processed to their new owners upon the Association’s receipt of the prescribed fees, paid by the Vendor of such animals.

## Breed Records

Members are required to keep accurate records of cattle recorded or intended for recording with Nguni Australia. These records must contain all information that is required from time to time by Nguni Australia for recording and registration of animals.



## Nguni Australia

**PRESIDENT: EDWIN ROUS**  
**VICE- PRESIDENT: HENTIE MARTENS**  
**SECRETARY: KC DECHUAD**



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